

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
SOUTHERN DIVISION**

NORA RUIZ, individually and on behalf of all  
others similarly situated,

***Plaintiff,***

v.

BASS PRO GROUP LLC, and BPS DIRECT  
LLC, d/b/a BASS PRO SHOPS,

***Defendants.***

**Case No. 6:24-cv-03122-MDH**

**OFFICIAL COURT NOTICE REGARDING  
PROPOSED SETTLEMENT OF CLASS ACTION**

**If you were a participant in the Bass Pro Group LLC Health & Welfare Plan (“Health Plan”) and had a tobacco surcharge deducted from your wages from April 26, 2018 through October 18, 2024, you may be entitled to a payment from a class action lawsuit settlement.**

**Read this Notice carefully, as the proposed settlement will affect your rights. To receive proceeds from the settlement, you do not have to do anything in response to this Notice, as explained in further detail below.**

**A federal court authorized this Notice. This is not a solicitation from a lawyer.**

- This Notice is directed to: All participants in the Health Plan who had a tobacco surcharge deducted from their wages from April 26, 2018 through October 18, 2024.
- The Named Plaintiff identified in the caption (the “Named Plaintiff”) sued Defendants Bass Pro Group LLC and BPS Direct LLC d/b/a Bass Pro Shops (“Defendants”), by filing a Complaint (the “Complaint”) on April 26, 2024, alleging that they breached their fiduciary duties under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*, (“ERISA”), through a wellness program that discriminated against employees based on an impermissible health factor when they failed to provide a reasonable alternative standard with respect to their tobacco surcharge policy.
- The Named Plaintiff filed the Complaint as a class action under ERISA.
- Although Defendants deny the allegations in the Complaint, the Parties have agreed to settle this dispute for the purpose of avoiding further disputes and litigation with its attendant risk, expense, and inconvenience. The Court has not made any ruling on the merits of the claims and no Party has prevailed in the lawsuit. However, the Court has reviewed and preliminarily approved this settlement and this Notice.
- The settlement monies are being used to pay certain current Health Plan participants, to pay attorneys’ fees, litigation costs, a service payment to the Named Plaintiff, and the costs of administering the settlement. Defendants will not take an adverse action against any Health Plan participant arising from acceptance or rejection of the settlement payment.

- Under the allocation formula created by the settlement, you will receive a settlement check, which you will receive in the mail if the Court grants final approval of the settlement and you do not submit a written request to opt out of the settlement (described in Section 8 below). This amount is based on a pro rated portion of the amount of any tobacco surcharges that you had deducted from your pay from April 26, 2018 through October 18, 2024 and will be subject to various deductions, including applicable taxes.
- Your decisions have legal consequences for you. You have a choice to make:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
IF YOU DO NOTHING	By NOT submitting a written request to opt out of the settlement, you will be bound by the release of the Released Claims (defined in Section 7 of this Notice) and you will receive in the mail a settlement check representing your share of the settlement fund less required deductions.
IF YOU SUBMIT A REQUEST TO OPT OUT	If you timely submit a written request to opt out of settlement, you will receive nothing under the settlement, but you will not be bound by the release of any of the claims described in this Notice.

- These rights and options are explained more fully below.

## **BASIC INFORMATION**

### **1. Why did I receive this Notice?**

Defendants’ records show that you participated in the Health Plan and had a tobacco surcharge deducted from your wages during the period of April 26, 2018 through October 18, 2024. Because you meet these criteria, you are a member of the proposed “Settlement Class.”

You are receiving this Notice because, as a potential Settlement Class Member, you have a right to know about the settlement of a class action lawsuit that affects your rights. This Notice explains the lawsuit, the settlement, and your rights and options.

The Court supervising this case is the U.S. District Court for the Western District of Missouri. The lawsuit is known as *Ruiz v. Bass Pro Group, LLC, et al.*, Case No. 6:24-cv-03122-MDH.

### **2. What is this Lawsuit about?**

The Complaint alleges that Defendants violated ERISA through a wellness program that discriminated against employees based on an impermissible health factor when they failed to provide a reasonable alternative standard with respect to their tobacco surcharge policy. Defendants deny all the claims asserted in the Complaint and maintain that the wellness program at issue complied with all applicable law.

### **3. Why is there a proposed Settlement?**

The Court did not decide in favor of the Named Plaintiff or Defendants, and no Party prevailed. The Parties agreed to a settlement to avoid further disputes and the risk, expense, and inconvenience of litigation.

On January 16, 2025, the Court granted preliminary approval of the proposed settlement. The Court will decide whether to give final approval to the proposed settlement in a hearing scheduled for May 29, 2025 (“Final Approval Hearing”). See Section 12 below for details.

The Named Plaintiff and her attorneys believe that this settlement is a good outcome for all individuals covered by the proposed settlement. But if you believe the settlement is not in your interests, you may opt out of the settlement. See Section 8 below for details.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 4. What does the Settlement provide?

The Settlement Amount, \$4,950,000 in total, fully resolves and satisfies the attorneys' fees and costs approved by the Court, all amounts to be paid to individuals covered by the Settlement, Court-approved service payment to the Named Plaintiff, interest, and the Settlement Administrator's fees and costs. The Settlement funds are being divided among the individuals covered by the Settlement according to an allocation formula.

### 5. How much is my payment and how was it calculated?

Based on the allocation formula that has been approved by the Court, you will be receiving a settlement check. The allocation formula takes into account the total amount of any tobacco surcharges that you had deducted from your pay from April 26, 2018 through October 18, 2024. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Section 13 below.

Half of each Settlement Check will be treated as back wages for which you will receive an IRS Form W-2, and will be treated as taxable wage income, and the other 50% will be treated as interest, liquidated damages, and any applicable penalties.

Neither Class Counsel nor Defendants make any representations concerning the tax consequences of your settlement payment. You are advised to obtain personal tax advice prior to acting in response to this Notice.

## HOW YOU GET A PAYMENT

### 6. How do I get my payment?

To receive proceeds from the settlement, **you do not have to do anything in response to this Notice.**

If the Court grants final approval of the settlement and you do **not** submit a written request to opt out of the settlement (described in Section 8 below), you will be bound by the release of certain federal, state, and local law claims described in Section 7 below, and you will receive in the mail a Settlement Check, less all required deductions, representing your share of the settlement fund.

### 7. What am I giving up if I receive proceeds from the Settlement?

If you do not request exclusion from the settlement in accordance with Section 8 below, you will be deemed to have waived, released, and forever discharged any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys' fees, expenses, costs, and causes of action under federal, state, and local laws, including ERISA, that were or could have been asserted based on or relating to the facts alleged in the Complaint, whether known or unknown, and including claims arising out of or related to premiums paid for coverage under the Bass Pro Group LLC Health & Welfare Plan ("Plan") and allegedly improperly deducted wages as a result of tobacco use by participants and beneficiaries of the Plan, including claims for back wages, liquidated damages, punitive damages, attorneys' fees, costs, expenses, interest, and penalties ("Released Claims"), against Defendants and their present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, and employee benefit plans, including but not limited to the Bass Pro Group LLC Health & Welfare Plan (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), and their assigns, trustees, heirs, administrators, executors, representatives and/or principals, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them (the "Released Parties"). The full scope of the release is set forth in the Settlement Agreement.

The Released Claims include all potential damages based on said claims, and are intended to include all claims described or identified herein arising between April 26, 2018 up through January 16, 2025. However, the Released Claims do **not** include any rights or claims (i) that may arise after January 16, 2025; or (ii) which may not be infringed, limited, waived, released or extinguished as a matter of law.

## HOW YOU REQUEST EXCLUSION FROM OR OBJECT TO THE SETTLEMENT

### 8. What if I do not want to participate in the Settlement?

If you do not want to participate in the settlement and want to retain your right to pursue your own independent action, you must send a letter stating your desire to be excluded from the settlement, include the name of the Litigation, your name, your address, and your signature. Requests for exclusion should be sent in an envelope addressed to the Settlement Administrator as set forth in Section 13 below.

In order to be valid, your written request to opt out of the settlement must be received by the Settlement Administrator and be postmarked no later than March 31, 2025. If you timely submit a written request to opt out of the settlement, you will not be eligible to receive any of the benefits under the Settlement. You will, however, retain whatever legal rights you may have against Defendants with regard to all of the released claims described above in Section 7.

### 9. What if I want to object to the Settlement?

If you do not request exclusion from the settlement but believe the proposed Settlement is unfair or inadequate in any respect, you may object to the settlement by filing a written objection with the Court and mailing a copy of your written objection to the Settlement Administrator.

All objections must be signed and include your address, telephone number, and the name of the Litigation. Your objection should clearly explain why you object to the proposed settlement and must state whether you or someone on your behalf intends to appear at the Final Approval Hearing. All objections must be filed with the Court, received by the Settlement Administrator, and postmarked by no later than March 31, 2025. If you submit a timely objection, you may appear, at your own expense, at the Final Approval Hearing, discussed below.

Any Settlement Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the Court-approved service payment, the claims process, and any and all other aspects of the Settlement. Likewise, regardless of whether you attempt to file an objection, you will be deemed to have released all of the Released Claims as set forth above in Section 7 unless you request exclusion from the Settlement in accordance with Section 8 above.

## THE LAWYERS REPRESENTING YOU

### 10. Do I have a lawyer in this case?

The Court has determined that the lawyers from the law firms of Stueve Siegel Hanson LLP and McClelland Law Firm, P.C., who have entered their appearance in this case, are qualified to represent you and all individuals covered by this settlement. These lawyers are called "Class Counsel." You will not be charged for these attorneys. The attorneys will be paid from the settlement fund in an amount to be approved by the Court. You do not need to retain your own attorney to participate as a member of this class action. However, you may consult with any attorney you choose at your own expense before deciding whether to opt out of this settlement.

### 11. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees in an amount not to exceed one-third (33.3%) of the Settlement Amount plus reimbursement of up to \$35,000 in expenses, which will be paid from the Settlement Amount. In addition, Class Counsel will ask the Court to authorize payment from the Settlement Amount of a service payment of not more than \$10,000 to the Named Plaintiff to recognize the risks she took and services to the beneficiaries of this settlement.

## FINAL APPROVAL OF THE SETTLEMENT

### 12. When will the Settlement be final and when will I receive my Settlement payment?

If the Court grants Final Approval of the settlement, and you did not request exclusion from the settlement, you will receive your settlement payment in the mail after Final Approval.

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, and the service payment to the Named Plaintiff on May 29, 2025, at 9:30 a.m., in DJ Courtroom 1 of the U.S. District Court, Western District of Missouri, located at 222 N. John Q. Hammons Parkway, Springfield, Missouri 65806. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to appear at the hearing to participate in or to opt-out of the Settlement.

### **FOR MORE INFORMATION**

#### **13. Are there more details about the Settlement?**

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You are encouraged to read it. To the extent there is any inconsistency between this Notice and the Settlement Agreement, including between the description of the releases as provided in Section 7 above and the description of the releases as provided in the Settlement Agreement, the provisions in the Settlement Agreement control. You may obtain a copy of the Settlement Agreement at [www.tobaccosurchargesettlement.com](http://www.tobaccosurchargesettlement.com) or by sending a request, in writing, to:

Tobacco Surcharge Settlement  
P.O. Box 2007  
Chanhassen, MN 55317-2007  
Email: [tobaccosurchargesettlement@noticeadministrator.com](mailto:tobaccosurchargesettlement@noticeadministrator.com)  
Phone: 888-753-5071

#### **14. How do I get more information?**

If you have other questions about the settlement, you can contact the Settlement Administrator, or Class Counsel at the addresses and/or telephone numbers below.

Email: [tobacco@stuevesiegel.com](mailto:tobacco@stuevesiegel.com)  
Telephone: (866) 714-0880

These are the lawyers acting as Class Counsel, one of whom will respond to your questions at the above email and telephone numbers:

George A. Hanson  
Alexander T. Ricke  
STUEVE SIEGEL HANSON LLP  
460 Nichols Road, Suite 200  
Kansas City, Missouri 64112

Ryan L. McClelland  
McCLELLAND LAW FIRM, P.C.  
The Flagship Building  
200 Westwoods Drive  
Liberty, Missouri 64068

#### **15. What if my name or address changes before I receive my Settlement payment?**

If, for future reference and mailings from the Court or Settlement Administrator, you wish to change the name or address listed on the envelope in which the Class Notice was first mailed to you, then you must fully complete, execute, and mail the Change of Name and/or Address Information Form (enclosed with this Notice as Form A).

DATED: February 13, 2025

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.**

More information is available at [www.tobaccosurchargesettlement.com](http://www.tobaccosurchargesettlement.com)