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UNITED STATES DISTRICT COURT

DISTRICT OF UTAH

MICHAEL YATES, individually and on
behalf of all others similarly situated; and
NORMAN JONES, individually and on behalf
of all other similarly situated,

Plaintiffs,

vs.

TRAEGER PELLET GRILLS, LLC, a
Delaware limited liability company,

Defendant.

**ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Civil No. 2:19-cv-00723-DAK-CMR

Judge Dale A. Kimball

DALE A. KIMBALL, District Judge:

WHEREAS, an action is pending before this Court captioned *Yates, et al. v. Traeger Pellet Grills, LLC*, Case No. 2:19-cv-00723-DAK-CMR (the “Litigation”);

WHEREAS, Plaintiffs having made an application pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving a class action settlement with Traeger Pellet Grills, LLC (“Defendant,” and together with Plaintiffs, the “Parties”), in accordance with the settlement agreement filed concurrently with the Court (“Settlement Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Litigation, and for dismissal of the Litigation (with prejudice) upon the terms and conditions set forth therein (“Settlement”); and

Having considered all matters submitted to the Court, including the complete record of the Litigation and good cause appearing therefore, the Court grants preliminary approval of the Settlement and hereby finds and concludes as follows:

1. The capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement, except as otherwise expressly provided.
2. The Court preliminarily approves the Settlement Agreement as reasonably within the range of potential final approval, and as meriting submission to the Settlement Class for its consideration.
3. The Court previously certified two classes in this case, in a September 7, 2023 order:

All persons who purchased Traeger-branded Wood Pellets from any retail outlet in the State of Utah after October 1, 2015, including, but not limited to, persons who purchased directly from Defendant or other Utah-based retailers online, or who resided in Utah at the time they made online purchases of Wood Pellets after October 1, 2015. Excluded from the Utah Subclass are the Defendant, its officers and directors at all relevant times, members of Defendant's immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which the Defendant has or had a controlling interest.

All persons who purchased Traeger-Branded Wood Pellets from any retail outlet in the State of California after October 1, 2015, including, but not limited to, persons who do not reside in California but purchased Wood Pellets from a California-based retailer online, or who resided in California at the time they made online purchases of Wood Pellets after October 1, 2015. Excluded from the California Subclass are the Defendant, its officers and directors at all relevant times, members of Defendant's immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which the Defendant has or had a controlling interest.

[D.E. 237.]¹

4. Also in the September 7, 2023 certification order, the Court found that the requirements of Rule 23 of the Federal Rules of Civil Procedure were conditionally satisfied. The Court now confirms the prior ruling, and also finds that the following requirements are satisfied: (a) the Settlement Class Members are too numerous to be joined in a single action; (b) common issues of law and fact exist and predominate; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class Members; (d) the Class Representatives and Class Counsel can adequately protect the interests of the Settlement Class Members; and (e) a settlement class is superior to alternative means of resolving the claims and disputes at issue in this Litigation. The Court also concludes that, because the Litigation is being settled rather than litigated, the Court need not consider manageability, efficiency, or judicial economy issues that might otherwise be presented by the trial of a class action involving the issues in the Litigation.
5. Also in the September 7, 2023 certification order, the Court designated Jared Scott of Anderson & Karrenberg, 50 West Broadway, Suite 600, Salt Lake City, Utah 84101, and Karl Kronenberger of Kronenberger Rosenfeld, LLP, 150 Post Street, Ste. 520, San Francisco, CA 94108, as Class Counsel, and Michael Yates and Norman Jones as Class Representatives. The Court reaffirms these findings and further finds that the Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of the absent Settlement Class Members.
6. The Court has subject-matter jurisdiction over the Litigation pursuant to 28 U.S.C. §§ 1332 and 1367 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391.
7. A Final Approval Hearing shall be held before this Court at **2:30 p.m. on Wednesday,**

¹ For the purpose of clarification, the words, “Traeger-branded” have been inserted into the class definitions.

April 2, 2025, in the United States District Court for the District of Utah, 351 S. West Temple Street, Courtroom 3.400, Salt Lake City, Utah 84101, to address: (a) whether the proposed settlement should be finally approved as fair, reasonable, and adequate, and whether the Final Approval Order should be entered; and (b) whether Class Counsel's application for attorney's fees, costs, and payment to the Class Representatives should be approved.

8. In consultation with, and with the approval of Defendant, Class Counsel is hereby authorized to establish the means necessary to administer the proposed Settlement and implement the Claims process, in accordance with the terms of the Settlement Agreement. Simpluris is hereby appointed by the Court as the Claims Administrator, whose reasonable fees and costs are to be paid from the Settlement Fund in accordance with the Settlement Agreement. The Claims Administrator shall perform and comply with all notice and administration duties ascribed to it in the Settlement Agreement, this Preliminary Approval Order, and subsequent orders that may be entered by this Court in this case.
9. The Court approves, as to form and content, the Notices, attached as Exhibits to the Settlement Agreement. The Notices are written in plain English, are easy to comprehend, and fully comply with the requirements of the Due Process Clause of the United States Constitution, Rule 23 of the Federal Rules of Civil Procedure, and other applicable law. The Parties shall have discretion to jointly make non-material minor revisions to the Notices. Responsibility regarding settlement administration, including, but not limited to, notice and related procedures, shall be performed by the Claims Administrator, subject to the oversight of the Parties and this Court as described in the Settlement Agreement.
10. The Court finds that Plaintiffs' plan for providing notice to the Settlement Class (the Notice Plan) is reasonably calculated to provide notice to the Settlement Class of the pendency of the Litigation, certification of the Settlement Class, the terms of the Settlement Agreement, the Final Approval hearing, and applicable deadlines, complies fully with the requirements of the Due Process Clause of the United States Constitution, Rule 23 of the Federal Rules of Civil Procedure, and other applicable law, and, is the best notice practicable under the circumstances and, shall constitute due and sufficient notice to all persons entitled thereto. The Parties and the Claims Administrator shall comply with the Notice Plan and other deadlines as set forth in the Settlement Agreement and this Order.
11. Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must submit a timely request for exclusion to the Claims Administrator, pursuant to the instructions set forth in the Long Form Notice. The request must be postmarked by 60 days before the Final Approval Hearing. No one shall be permitted to exercise any exclusion rights on behalf of any other person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship,

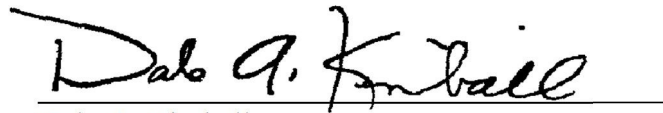
or other legal authorization, and no one may exclude other persons within the Settlement Class as a group, class, or in the aggregate.

12. No later than ten days after the Exclusion Deadline, the Claims Administrator shall prepare a list of the names of the persons who, pursuant to the Class Notice described herein, have excluded themselves from the Settlement Class in a valid and timely manner, and Plaintiffs' Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves concurrently with the filing of Plaintiffs' motion for final approval of the Settlement, in accordance with the Court's regular notice requirements. The Court retains jurisdiction to resolve any disputed exclusion requests.
13. Any member of the Settlement Class who elects to be excluded shall not receive any benefits of the Settlement, shall not be bound by the terms of the Settlement Agreement, and shall have no standing to object to the Settlement or intervene in the Litigation.
14. Any Settlement Class Member who does not submit a valid and timely request for exclusion may submit an objection to the Settlement Agreement ("Objection"). The Objection must satisfy the requirements set forth in the Long Form Notice and must be filed with the Clerk of Court (not postmarked) no later than 60 days before the Final Approval Hearing, or it will be rejected.
15. Any Settlement Class Member shall have the right to request to appear and be heard at the Final Approval hearing, either personally or through an attorney retained at the Settlement Class Member's own expense. If the Settlement Class Member wishes to object to the Settlement at the Final Approval Hearing (either personally or through counsel), the Settlement Class Member must submit a timely written objection in compliance with the requirements referenced in the prior paragraph of this Order.
16. Plaintiffs shall file motions for Final Approval and for any award of attorney's fees, costs and class representative payments in accordance with the Court's regular notice requirements, and the memorandum in support of that motion no later than five days before the Final Approval Hearing. Those motions and all supporting documentation shall be posted to the Settlement Website within one day of filing.
17. In the event that the proposed Settlement is not finally approved by the Court, or in the event that the Settlement Agreement becomes null and void or terminates or is terminated pursuant to its terms, this Preliminary Approval Order and all orders entered in connection herewith become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Litigation or in any other case or controversy; in such event the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

18. This Order shall not be construed as an admission or concession by Defendant of the truth of any allegations made by the Plaintiffs or of liability or fault of any kind.
19. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members, though such extensions shall be posted to the Settlement Website. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, be extended, though such extensions shall be posted to the Settlement Website. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, beyond updates to the Court's docket and the Settlement Website, be continued by Order of the Court. If the Court grants Final Approval to the Settlement Agreement, then the Settlement Class Members who have not timely requested to be excluded including persons who objected to the Settlement Agreement, shall be deemed to have released their Released Claims.
20. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the Terms of the Settlement Agreement.
21. All further proceedings and deadlines in this action are hereby stayed except for those required to effectuate the Settlement Agreement and this Order.

Entered this 2d day of December 2024.

BY THE COURT:

A handwritten signature in black ink, reading "Dale A. Kimball", written over a horizontal line.

Dale A. Kimball,
United States District Court Judge