

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (“**Settlement Agreement**”) is entered into as of October 18, 2024, by, between, and among (a) Michael Yates and Norm Jones, individually and on behalf of all class members as defined herein (“**Plaintiffs**”), and (b) Traeger Pellet Grills, LLC (the “**Defendant**”). Collectively, Michael Yates, Norm Jones, and Traeger Pellet Grills, LLC, shall be referred to as the “**Parties**.”

BACKGROUND

WHEREAS, Plaintiff Yates, in California, and Plaintiff Jones, in Utah, both purchased multiple bags of Traeger wood pellets from Defendant prior to the complaint in this action being filed;

WHEREAS, Plaintiffs have alleged, and Defendant has denied, that Defendant marketed wood pellets as a particular species of wood when, in fact, the pellets were comprised of another species of wood and that Defendant represented its wood pellets as 100% hardwood when, in fact, the pellets contained certain additives;

WHEREAS, Plaintiffs brought suit against Defendant in October 2019, and the operative amended complaint was filed on May 21, 2020. The operative complaint alleges violations of the Utah Consumer Sales Practices Act, the California Consumer Legal Remedies Act, the California Unfair Competition Law, and the California False Advertising Law;

WHEREAS, on September 7, 2023, the Court certified two classes, one for California consumers and one for Utah consumers;

WHEREAS, the two certified classes, combined, are comprised of approximately 180,000 unique consumers;

WHEREAS, the Parties engaged in a mediation session in Los Angeles on June 12, 2024 with the Honorable Judge Anne I. Jones (Ret.), which resulted in the Parties agreeing to a settlement in principle whereby, upon Court approval, Defendant will pay \$1.5 million to fund settlement of the class claims relating to both states;

NOW, THEREFORE, for good and valuable consideration provided for herein, it is agreed by, between, and among the Parties that, subject to Court approval, the Class Action shall be fully and completely settled according to the following terms and conditions:

1. **Definitions.** For purposes of this Settlement Agreement, the following terms shall have the meanings specified herein:

"CAFA Notice" means the notice of the proposed settlement in compliance with the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.*

"Utah Class" means 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 Traeger-branded 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.

"California Class" means 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 Traeger-branded 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.

"Classes" means the Utah Class and the California Class, collectively.

"Class Action" means the action titled, *Yates, et al. v. Traeger Pellet Grills, LLC*, 2:19-cv-00723, pending in the United States District Court for the District of Utah.

"Class Counsel" means law firm of Anderson & Karrenberg, 50 West Broadway, Suite 600, Salt Lake City, Utah 84101, and Kronenberger Rosenfeld, LLP, 150 Post Street, Ste. 520, San Francisco, CA 94108.

"Class Member" means a member of the Classes who has not submitted a valid Request for Exclusion from the settlement.

"Class Notice" means the short form and long form notices of the proposed settlement to be provided to Class Members ("Exhibit A" hereto).

"Class Period" means the period of time from October 1, 2015 to the date of Preliminary Approval Order.

"Class Representative(s)/Named Plaintiff(s)" means Michael Yates and Norm Jones.

"Court" means the United States District Court for the District of Utah.

"Defendant's Counsel" means the law firm of Arnold & Porter, Kaye Scholer LLP and the law firm of Parsons Behle & Latimer.

"Effective Date" means ten (10) days after the later of: (i) the expiration of the time to appeal the Final Approval Order with no appeal having been filed; or (ii) if such appeal is filed, the termination of such appeal, on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval Order. As used in this paragraph, the phrase "termination of such appeal," means the date upon which the relevant appellate court issues its remittitur.

"Final Approval Hearing" means the hearing at which the Court will make a final determination as to whether the terms of the Settlement Agreement are fair, reasonable, and adequate, and whether the settlement should be finally approved by the Court.

"Final Approval Order" means the order entered by the Court after the Final Approval Hearing approving the Settlement.

"Objection Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Class Member must file or serve written objections, if any, to the Settlement in accordance with Section 10 of the Settlement Agreement. The Objection Deadline shall be no later than 60 days prior to the Final Approval Hearing or as the Court may otherwise direct.

"Exclusion Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Class Member must file or serve written requests for exclusion, if any, to the Settlement in accordance with Section 9 of the Settlement Agreement. The Exclusion Deadline (aka "opt-out deadline") shall be no later than 60 days prior to the Final Approval Hearing or as the Court may otherwise direct.

"Plaintiffs" means the Named Plaintiff(s)/Class Representative(s) and all Class Members.

"Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing notice to the Class.

"Released Claims" means all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which the Plaintiffs and Classes have, or may have had, against the Defendant, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from (i) the claims brought in this Class Action under Utah and California law, (ii) any claims which were brought, alleged, or asserted in this Class Action and dismissed by the Court, or (iii) any claims that could have been brought, alleged, or asserted in this Class Action.

"Released Parties" means the Defendant, together with its affiliates, parents, subsidiaries, and each of their respective officers, directors, shareholders, managers, members, employees, contractors, suppliers, distributors, retailers, vendors, agents, attorneys, representatives, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its or their behalf.

"Request for Exclusion" means a request by a Class Member to be excluded from the class that meets all of the requirements for exclusion as set out in this Settlement Agreement, the Class Notice, and as ordered by the Court.

"Settlement" means the settlement contemplated by this Settlement Agreement.

"Settlement Administrator" means Simpluris, 3194-C Airport Loop Drive Costa Mesa, CA 92626.

"Settlement Agreement" means this Class Action Settlement Agreement, including any permitted and duly executed amendments and exhibits hereto.

"Settlement Fund" means a total payment by Defendant of \$1,500,000, all-in, inclusive of all payments to Plaintiffs and members of the Settlement Class, Incentive Awards, costs for notice and administration, and court-awarded attorneys' fees and expenses. Defendant's total financial commitment and obligation under this Settlement Agreement shall not exceed \$1,500,000.

2. Purpose of Settlement Agreement. This Settlement Agreement is entered into among the undersigned to compromise and settle all Utah and California claims that have been or could have been asserted against the Defendant by the Class Representatives or the Classes arising out of or related to any conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Class Action.

3. Submission of the Settlement to the Court for Approval. The undersigned agree to recommend approval of the Settlement by the Court as being fair, reasonable, and adequate. In that regard, the Parties agree that, as soon as practicable after execution of the Settlement Agreement, the Parties shall submit the Settlement Agreement, together with its exhibits, to the Court and shall apply for entry of a Preliminary Approval Order ("Exhibit B" hereto), preliminarily approving the proposed Settlement and setting a date for a hearing to determine final approval of the Settlement.

4. Non-Monetary Relief. After the filing of this action, Traeger ceased using the packaging that is currently identified in the Second Amended Complaint [D.E. 52] ("Packaging"). Traeger agrees to refrain from using the Packaging in future sales to consumers.

5. Distribution of Settlement Fund. The Settlement Fund will, upon approval of the Court, be split into two parts, comprising i) \$750,000 (less fees for issuing and processing coupons) in tear-off coupons payable to Class Members ("Consumer Portion"), and ii) \$750,000, out of which payments will be made as awards to Class Representatives, administrative costs, notice costs, attorney's fees, and other costs of the action ("Cost/Fee Portion"), as follows:

(a) Awards to Class Representatives. Class counsel shall apply to the Court to approve an Incentive Award for each Class Representative in an amount not to exceed \$5,000 and a collective sum of \$10,00, subject to approval by the Court, to be paid from the Cost/Fee Portion of the Settlement Fund.

(b) Settlement Administrator. The Settlement Administrator shall be responsible for duties such as disseminating Class Notice, providing call center support, and receiving written requests for exclusion. The Settlement Administrator shall be paid a

fee, not to exceed \$25,000, from the Cost/Fee Portion of the Settlement Fund, to perform all responsibilities as set forth in the Settlement Agreement.

(c) Costs of the Action. Class Counsel will apply to the Court for an award of costs of the action not to exceed \$185,000, to compensate Class Counsel for expenses incurred in connection with the litigation, from the Cost/Fee Portion of the Settlement Fund. Defendant will not oppose Class Counsel's application for an award of costs of the action.

(d) Distribution of Settlement Funds to Class Members. It would be exceedingly difficult to provide payment to the approximate 180,000 Class Members who purchased Traeger wood pellets between 4-9 years ago. Thus, the Parties, at the suggestion of the mediator, the Honorable Ann I. Jones (Ret.), determined that the best way to provide compensation to Class Members is to provide compensation to consumers in Utah and California who actually purchase Traeger wood pellets after approval of the Settlement. A significant number of current purchasers of Traeger wood pellets likely made purchases of Traeger wood pellets 4-9 years ago and thus would be in the Classes. Thus, providing compensation to current purchasers is the closest the Parties can get to compensating the actual Class Members. This compensation will occur as follows: Defendant will attach "tear off" coupons on to bags or shelves in retail stores in Utah and California in the amount of \$3 each, and consumers may "tear off" these coupons and use them at the cash register to obtain an instant reduction in the price of the Traeger wood pellets that they are purchasing. These tear off coupons will expire one year after the Effective Date. The total value of the tear off coupons will be \$750,000, less fees for issuing and processing the coupons. Such fees will not exceed \$100,000. This amount will be paid from the Consumer Portion of the Settlement Fund. Traeger maintains the sole discretion to select the retail outlets in Utah and California that will provide the coupons with the understanding that the coupons will be offered at sufficient retail outlets to cover the potential class.

(e) Attorney's Fees. Class Counsel will apply to the Court for an award of attorney's fees not to exceed the lesser of \$715,000 or the balance of the Settlement Fund after incentive payments (\$10,000), administration/notice costs (\$25,000), and costs of the action as detailed in 5(c) above (\$185,000), concurrently with the submission of their motion in support of the Final Order and Judgment, to be paid from the Cost/Fee Portion of the Settlement Fund. If the Court approves the incentive payments, administration costs, and the costs of action, the attorney's fees would amount to \$530,000. These funds shall be sought to compensate class counsel for fees and costs incurred in connection with the litigation. Defendant will not oppose Class Counsel's application for an award of attorney's fees related to the action.

6. Payments to the Settlement Fund by Defendant. Defendant shall make payments into the Settlement Fund in accordance with the following schedule:

(a) Notice and Other Administrative Costs. Payment of \$25,000 for the cost of the Notice Plan and other administrative costs, to be paid within fifteen (15) business days of the date of the Preliminary Approval Order.

(b) Payment of Balance of the Cost/Fee Portion of the Settlement Fund. Payment of \$725,000, which shall be remitted to the Claims Administrator within ten (10) business days of the Effective Date, unless this Settlement Agreement is terminated prior to the Effective Date.

(c) Tear-Off Coupon Distribution. Defendant shall distribute the tear-off coupons within twelve (12) months of the Effective Date.

7. Notice to Class Members.

(a) Prior to the Notice Date, the Settlement Administrator shall establish a settlement website, which shall contain a long form notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions; a contact information page with telephone numbers for Plaintiffs' counsel; the consolidated class action Complaint; the Settlement Agreement; the signed order of Preliminary Approval; a downloadable and online version of the form by which Settlement Class Members may exclude themselves from the Settlement Class; and (when it becomes available) Plaintiffs' application for Attorneys' Fees and Costs and/or an application for incentive awards.

(b) The settlement website shall remain accessible until one hundred eighty (180) days after all settlement benefits are distributed.

(c) Notice shall be provided through a plan involving direct email and three types of media. First, Utah and California consumers who purchased Traeger pellets from Traeger.com would receive email notice. Second, adults over 19 in California and Utah who are interested in barbeque and smoking meats will be targeted with ads running on Facebook and Instagram. Third, Utah and California residents who performed Google searches for Traeger pellets or related keywords or visited sites similar to Traeger.com would be targeted with internet display advertising. Fourth, Utah and California consumers who actively search on Google using keywords related to "Traeger Wood Pellets" would be targeted with search advertising.

(d) The Parties shall supervise the Settlement Administrator in the performance of the notice functions set forth in this Section 8.

(e) The Settlement Administrator, at the direction of Defendant's Counsel, shall comply with the notice requirements of 28 U.S.C. § 1715.

(f) Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, Defendant and the Settlement Administrator shall certify to the Court that they have complied with the notice requirements set forth herein.

8. Requests for Exclusion from the Settlement. Any Class Member may opt out of the Class by submitting a written Request for Exclusion with the Settlement Administrator at the address set out in the Class Notice. To be timely, a Request for Exclusion must be postmarked no later than 60 days prior to the Final Approval Hearing or as the Court may otherwise direct. Requests for Exclusion must be personally signed by the Class Member and state the Class

Member's full name, address, telephone number, and email address, if any; a statement that the Class Member wishes to be excluded from the settlement. So-called "mass," "class," or "group" opt-outs shall not be valid. Any Class Member whose request for exclusion is approved by the Court as part of the Final Approval Hearing will not be bound by the Settlement and shall have no right to object, appeal, or comment on the Settlement. Every Class Member who does not timely and properly submit a Request for Exclusion from the Class shall be bound by all proceedings, orders, and judgments in the Class Action. All Class Members agree that the satisfaction of all the Released Claims against the Defendant, as well as entry of the Final Approval Order, shall be binding upon all Class Members.

9. Objections to the Settlement. Any Class Member who has not requested exclusion may object to the proposed Settlement Agreement by submitting a written statement. To be timely, all written objections must be postmarked no later than 60 days prior to the Final Approval Hearing or as the Court may direct. Each objection must include: (i) the case name *Yates, et al. v. Traeger Pellet Grills, LLC*, 2:19-cv-00723, District Court for the District of Utah; (ii) the name, address and telephone number of the objector; (iii) the name, address, and telephone number of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason if the objection is successful, and all legal factual support for the right to such compensation; (iv) documents or testimony sufficient to establish membership in the Settlement Class; (v) a detailed statement of any objection asserted, including the grounds therefor; (vi) whether the objector is, and any reasons for, requesting the opportunity to appear and be heard at the final approval hearing; (vii) the identity of all counsel (if any) representing the objector who will appear at the final approval hearing and, if applicable, a list of all persons who will be called to testify in support of the objection; (viii) copies of any papers, briefs, declarations, affidavits, or other documents upon which the objection is based; (ix) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (x) the objector's signature, in addition to the signature of the objector's attorney (if any)—an attorney's signature alone shall not be deemed sufficient to satisfy this requirement. Failure to include documents or testimony sufficient to establish membership in the Settlement Class shall be grounds for overruling and/or striking the objection on grounds that the objector lacks standing to make the objection. Failure to include any of the information or documentation set forth in this paragraph also shall be grounds for overruling an objection. Further, any Class Member who fails to comply with the provisions of this Section shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Class Action.

10. No Admission of Wrongdoing. This Settlement Agreement shall not be construed or deemed to be evidence of an admission or concession on the part of Defendant with respect to any claim, fault, liability, wrongdoing, or damage whatsoever. The Defendant expressly denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Class Action, and the Defendant continues to believe the claims asserted against it in the Class Action are without merit. Notwithstanding these denials, the Defendant has concluded that continuing to litigate the Class Action would be protracted and expensive and that, in light of its cost, risk, and

uncertainty, it is desirable that the Class Action be fully and finally released as set forth in this Settlement Agreement.

11. Releases. Upon the Effective Date, the Class Representatives and all members of the Class who do not timely elect to opt out of the Settlement, for themselves and for their assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release the Defendant and its respective affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf from any and all causes of action, claims, rights, damages, punitive, or statutory damages, penalties, liabilities, expenses and losses, and issues, that any of the Plaintiffs have or could have made against the Defendant in the Class Action, including any claims under federal, state, or local law, rule, or regulation related to or arising from (i) the California and Utah claims brought in this Class Action, (ii) any claims which were brought, alleged, or asserted in this Class Action and dismissed by the Court, or (iii) any claims that could have been brought, alleged, or asserted in this Class Action. The Plaintiffs acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Plaintiffs expressly assume the risk, they freely and voluntarily give the release as set forth above. In exchange for the good and valuable consideration set forth herein, Plaintiffs further waive any and all rights or benefits that they as individuals or the class may now have as a result of the alleged facts, circumstances, and occurrences underlying the claims set forth in the Class Action under the terms of § 1542 of the California Civil Code (or similar statute in effect in any other jurisdiction), which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH DEBTOR.**

12. Termination. This Settlement Agreement is entered into only for purposes of this Settlement. If the Court fails to finally approve the Settlement Agreement (or any part thereof, excluding payment of Attorneys' Fees), or the Final Order or Judgment is not entered into for any reason, this Settlement Agreement will be null and void and the Parties will return to their respective positions as if this Settlement Agreement was never negotiated, drafted, or executed. To the extent that this Settlement Agreement is duly terminated pursuant to this Section 12, any unexpended funds remaining pursuant to Section 7(a) shall be returned to Defendant, but Defendant shall have no right to the return of expended funds under Section 7(a).

13. Entire Agreement. The recitals set forth at the beginning of this Settlement Agreement are incorporated by reference and made a part of this Settlement Agreement. This Settlement Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written, or oral, concerning the subject matter hereof. Furthermore, no modification of this Settlement Agreement shall be binding unless in writing and signed by each of the Parties hereto.

14. Interpretation. Since all Parties and their Counsel participated in the drafting of this Settlement Agreement, and it is a result of lengthy, intensive arm's-length negotiations, the presumption that ambiguities shall be construed against the drafter does not apply. None of the Parties will be deemed the drafter of this Settlement Agreement for purposes of construing its provisions.

15. Severability. Should any court declare or determine any provision of this Settlement Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement, so long as the fundamental purpose of this Settlement Agreement is not materially altered by such declaration or determination.

16. Waiver. A waiver by one Party of any breach of this Settlement Agreement by any other Party shall not constitute a waiver of any other prior or subsequent breach of this Settlement Agreement.

17. Notice. Unless otherwise stated herein, any written notices required by the terms of this Settlement Agreement shall be addressed as follows:

If to Plaintiffs, the Settlement Class, or Class Counsel:

Jared D. Scott
Jacob W. Nelson
ANDERSON & KARRENBURG
50 West Broadway, #600
Salt Lake City, UT 84101-2035
Telephone: (801) 534-1700
jscott@aklawfirm.com
jnelson@aklawfirm.com

Karl Kronenberger
KRONENBERGER ROSENFELD LLP
548 Market Street #85399
San Francisco, CA 94104-5401
karl@kr.law

If to Defendant or Defendant's Counsel:

Julianne P. Blanch
Juliette P. White

PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, UT 84111-2218
Tel: (801) 532-1234 / Fax: (801) 536-6111
JBlanch@parsonsbehle.com
JWhite@parsonsbehle.com

James F. Speyer
E. Alex Beroukhim
ARNOLD & PORTER KAYE SCHOLER LLP
777 South Figueroa Street, Forty-Fourth Floor
Los Angeles, California 90017-5844
Tel: (213) 243-4000 / Fax: (213) 243-4199
james.speyer@arnoldporter.com
alex.beroukhim@arnoldporter.com

18. Headings. All headings within this Settlement Agreement are purely for convenience and are not to be used as an aid in interpretation or as a substantive part of the Settlement Agreement. In the event of a dispute concerning the terms and conditions of the Settlement Agreement, the headings shall be disregarded.

19. Governing Law and Choice of Forum. This Settlement Agreement is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Utah, without regard to the principles of conflicts of laws. Any action to enforce this Settlement Agreement shall be brought only in District Court for the District of Utah.


20. Continuing Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including the Class Representatives and all Class Members, for purposes of the administration and enforcement of this Settlement Agreement.

21. Counterparts. This Settlement Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic signature shall be deemed to constitute an original signature for the purposes of this Settlement Agreement.

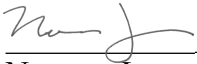
[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties hereby execute and cause this Settlement Agreement to be executed, by themselves or by their duly authorized representatives, as of the date(s) indicated on the lines below.

Date: Nov 25, 2024


Michael Yates (Nov 25, 2024 15:00 PST)
Michael Yates

Date: Nov 25, 2024



Norman Jones

Date: _____

for Traeger Pellet Grills, LLC
Name: _____
Title: _____


Date: Nov 26, 2024

ANDERSON & KARRENBURG


Jared Scott (Nov 26, 2024 14:18 MST)
Jared D. Scott
Attorneys for Plaintiffs

Date: Nov 25, 2024

KRONENBERGER ROSENFELD, LLP


Karl Kronenberger (Nov 25, 2024 15:15 PST)
Karl Kronenberger
Attorneys for Plaintiffs

IN WITNESS HEREOF, the Parties hereby execute and cause this Settlement Agreement to be executed, by themselves or by their duly authorized representatives, as of the date(s) indicated on the lines below.

Date: _____

Michael Yates

Date: _____

Norman Jones

Date: Nov 22, 2024

Jeremy Andrus
Jeremy Andrus (Nov 22, 2024 14:21 MST)
for Traeger Pellet Grills, LLC
Name: Jeremy Andrus
Title: Chief Executive Officer

Date: Nov 22, 2024

Dominic Blosil
Dominic Blosil (Nov 22, 2024 14:10 PST)
for Traeger Pellet Grills, LLC
Name: Dominic Blosil
Title: Chief Financial Officer

Date: _____

ANDERSON & KARRENERG

Jared D. Scott
Attorneys for Plaintiffs

Date: _____

KRONENBERGER ROSENFELD, LLP

Karl Kronenberger
Attorneys for Plaintiffs

Exhibit A

LEGAL NOTICE

Yates, et al. v. Traeger Pellet Grills, LLC, Case No. 2:19-cv-00723

**If you bought WOOD PELLETS made by TRAEGER PELLET GRILLS,
in California or Utah, after October 1, 2015,
a proposed class action settlement may affect your rights.**

*A court has authorized this notice. This is not a solicitation from a lawyer. You are not being sued.
Please read this notice carefully and completely.*

- A Settlement has been reached with Traeger Pellet Grills, LLC (“Traeger”), in a class action lawsuit alleging that Traeger incorrectly stated the type of wood used in certain bags of wood pellets, or incorrectly claimed that the pellets were 100% hardwood, or both.
- The lawsuit (the “Action”) is captioned *Yates, et al. v. Traeger Pellet Grills, LLC*, Case No. 2:19-cv-00723, pending in the United States District Court for the District of Utah.
- Traeger denies each and all of the claims and contentions alleged against it in the Action and denies all charges of wrongdoing or liability alleged (or which could be alleged) in the Action, but has agreed to a settlement to avoid the costs and risks associated with continuing the litigation.
- A copy of the Settlement is available at [www.**\[SettlementWebsite\]**.com](http://www.SettlementWebsite.com).

How do I know if I am a Class Member? You are a Class Member if you purchased wood pellets made by Traeger, in either California or Utah, after October 1, 2015.

What are the Settlement benefits? Traeger has agreed to a settlement valued at \$1,500,000.00. Of this value, \$750,000 will be used to distribute \$3.00 “tear off” coupons, which will be attached to certain bags of wood pellets or on shelves where the bags are displayed in certain stores in California and Utah. Class Members may use these coupons to receive an immediate discount at the register.

Complete information may be found at [www.**\[SettlementWebsite\]**.com](http://www.SettlementWebsite.com).

What if I do nothing? Unless you opt out (meaning, exclude yourself) from the settlement by **[DATE]**, you will be bound by the settlement, which means that you will not be able to sue Traeger for the claims in this lawsuit. If you opt out, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[DATE]**.

Complete information, including how to exclude yourself or object is available at [www.**\[SettlementWebsite\]**.com](http://www.SettlementWebsite.com).

When will the Court decide whether to approve the Settlement? The Court will hold a final approval hearing on **[DATE]**, at _____ : _____ Mountain Time, in Room **XXX** of the United States District Court for the District of Utah, at 351 S W Temple Street, Salt Lake City, UT 84101. At this hearing the Court will consider whether to approve the Settlement. Class Counsel will also ask the court to approve attorney’s fees and reimbursement for the costs of litigation up to now, and a service award of \$5,000.00 for each of the two named Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

For more information, please contact the Settlement Administrator:

Email: info@[SettlementWebsite].com

Call toll free, 24/7: 1-XXX-XXX-XXXX

By mail: Traeger Wood Pellet Settlement, c/o Settlement Administrator, [PO Box Address].

You may also obtain complete information, including the Settlement Agreement, at
www.[SettlementWebsite].com.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Yates, et al. v. Traeger Pellet Grills, LLC

Case No. 2:19-cv-00723

United States District Court for the District of Utah

**IF YOU BOUGHT WOOD PELLETS MADE BY TAEGER PELLET GRILLS,
WHILE IN CALIFORNIA OR UTAH, AFTER OCTOBER 1, 2015,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.**

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

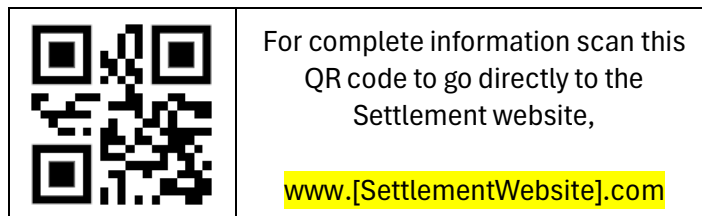
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- The lawsuit (the “Action”) is captioned *Yates, et al. v. Traeger Pellet Grills, LLC*, Case No. 2:19-cv-00723, pending in the United States District Court for the District of Utah.
- Traeger denies each and all of the claims and contentions alleged against it in the Action and denies all charges of wrongdoing or liability alleged (or which could be alleged) in the Action, but has agreed to a settlement to avoid the costs and risks associated with continuing the litigation.
- You are included in the Settlement Class if you bought Traeger wood pellets, either in stores or online, while in either California or Utah, after October 1, 2015.

Your rights are affected whether you act or don’t act.

Please read this Notice carefully and completely.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
USE A COUPON	Traeger will distribute \$3.00 “tear off” coupons, which will be attached to certain bags of pellets or on shelves where the bags are displayed in certain stores in California and Utah. You may use these coupons at the register for an immediate discount. The list of stores in which coupons are available may be found at www.[SettlementWebsite].com .	[REDACTED] , 2024
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to preserve your rights against the Defendant related to the legal claims resolved by this Settlement. You can hire your own legal counsel at your own expense.	[REDACTED] , 2024
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	[REDACTED] , 2024
DO NOTHING	Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will receive benefits from this Settlement and you will give up the right to sue or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.



WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

The United States District Court for the District of Utah authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Yates, et al. v. Traeger Pellet Grills, LLC*, Case No. 2:19-cv-00723, pending in the United States District Court for the District of Utah. The people that filed this lawsuit is called the “Plaintiffs” (or “Class Representatives”) and the entity they sued, Traeger, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges Traeger violated certain Utah and California advertising laws by incorrectly stating the type of wood used in certain bags of wood pellets, or by incorrectly claiming that the pellets were 100% hardwood, or both. Traeger denies that it did anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out from a settlement. In this Settlement, the Class Representatives are Michael Yates and Norm Jones, and everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Plaintiffs and the Defendant have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Settlement Class includes all persons who bought Traeger wood pellets, either in stores or online, while in either California or Utah, after October 1, 2015.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) all persons who are employees, directors, officers, and agents of Traeger, the Judge assigned to the Action, and that Judge's immediate family and Court staff.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by contacting the Settlement Administrator at:

Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

Call toll free, 24/7: 1-XXX-XXX-XXXX

By mail: Traeger Wood Pellet Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Traeger has agreed to a settlement valued at \$1,500,000.00. Of this value, \$750,000 will be used to distribute \$3.00 "tear off" coupons, which will be attached to certain bags of wood pellets or on shelves where the bags are displayed in certain stores in California and Utah. Class Members may use these coupons to receive an immediate discount at the register.

If you have questions you can contact the Settlement Administrator at:

Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

Call toll free, 24/7: 1-XXX-XXX-XXXX

By mail: Traeger Wood Pellet Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Release” section of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available for review at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Lawyers Representing You

10. Do I have a lawyer in the case?

Yes, the Court appointed the law firms of Anderson & Karrenberg, 50 West Broadway, Suite 600, Salt Lake City, Utah 84101, and Kronenberger Rosenfeld, LLP, 150 Post Street, Ste. 520, San Francisco, CA 94108, to represent you and other Class Members (“Class Counsel”).

11. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will Class Counsel be paid?

Class Counsel will seek Court approval for attorneys’ fees, plus reasonable costs and expenses of litigation. Class counsel will also request Service Awards of \$5,000.00 to each of the two Class Representatives. These fees and costs, as well as the costs of administration, will be paid from the Settlement Fund, but will not affect the amount of money set aside for coupons.

Excluding Yourself from the Settlement

13. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, there are steps that you must take to

exclude yourself from the Settlement Class. This is called requesting an exclusion from, or “opting out” of the Settlement Class. The deadline to submit a request for exclusion from the Settlement is **[Opt-Out Deadline]**.

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- the name of the Action: *Yates, et al. v. Traeger Pellet Grills, LLC*, Case No. 2:19-cv-00723, pending in the United States District Court for the District of Utah
- your full name;
- current address;
- personal signature; and
- the words “Request for Exclusion” or a clear and similar statement that you do not wish to participate in the Settlement.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, **postmarked no later than [Opt-Out Deadline]**.

Traeger Wood Pellet Settlement
ATTN: Exclusion Request
[PO Box Address]

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

You may only exclude yourself— not any other person.

Commenting on or Objecting to the Settlement

14. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like a portion or all of the Settlement, you can object to it, if you choose. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be considered by the Court, the objection must include:

- the name of the Action: *Yates, et al. v. Traeger Pellet Grills, LLC*, Case No. 2:19-cv-00723, pending in the United States District Court for the District of Utah
- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Class Member, including proof that you are a member of the Settlement Class (e.g., copy of a receipt);
- a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable;

- the identity of any and all counsel representing you in connection with the objection;
- a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing; and
- your signature and the signature of your duly authorized attorney or other duly authorized representative, if any (along with documentation setting forth such representation).

To be timely, a written notice of an objection containing the above information must be filed with the Clerk of the Court, with copies served on Class Counsel and counsel for Traeger, no later than **[OBJECTION DATE]**.

Clerk of the Court	Class Counsel	Counsel for Traeger
Clerk of the Court 351 S W Temple Street Salt Lake City, UT 84101	Jared D. Scott Jacob W. Nelson ANDERSON & KARREBERG 50 West Broadway, #600 Salt Lake City, UT 84101-2035 Karl Kronenberger KRONENBERGER ROSENFELD LLP 548 Market Street #85399 San Francisco, CA 94104-5401	Julianne P. Blanch Juliette P. White PARSONS BEHLE & LATIMER 201 South Main Street Suite 1800 Salt Lake City, UT 84111-2218 James F. Speyer E. Alex Beroukhim ARNOLD & PORTER KAYE SCHOLER LLP 777 South Figueroa Street Forty-Fourth Floor Los Angeles, California 90017-5844

If you do not comply with the requirements for objecting you will waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement, and will be bound by all the terms of the Settlement and by all proceedings, orders and judgments in the Litigation.

15. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

16. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on _____, 2024 at _____: _____ **Mountain Time**, in Room **XXX** of the United States District Court for the District of Utah, at 351 S W Temple Street, Salt Lake City, UT 84101.

At the final approval hearing, the Court will consider whether to approve the Settlement, how much attorneys' fees and costs to award to Class Counsel for representing the Settlement Class, and whether

to award a Service Award to each of the Class Representatives who brought this Action on behalf of the Settlement Class. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your attorney may ask permission to speak at the hearing at your own cost (**See Question 14**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

17. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

If I Do Nothing

18. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will give up the rights described in **Question 9**, including your right to start a lawsuit or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, if you do nothing, you will not receive a benefit from this Settlement.

Getting More Information

19. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

Call toll free, 24/7: 1-XXX-XXX-XXXX

By mail: Traeger Wood Pellet Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, United States District Court for the District of Utah, at 351 S W Temple Street, Salt Lake City, UT 84101.

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

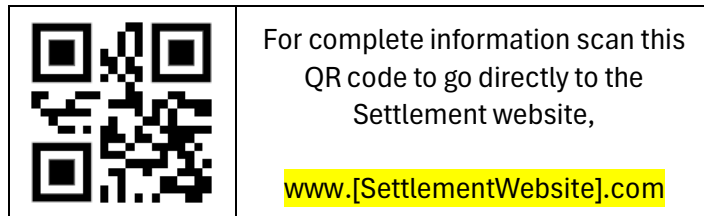


Exhibit B

ANDERSON & KARRENBURG

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liana@kr.law

*Attorneys for Plaintiffs Michael Yates
and Norman L. Jones*

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.

**[PROPOSED] 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 _____ on _____, 2024,

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

in the United States District Court for the District of Utah, 351 S. West Temple Street, 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 ____ day of _____, 2024.

BY THE COURT:

The Honorable Dale A. Kimball
U.S. District Court Judge