

If you purchased an Illinois Concealed Carry Training Class through Security Guard College, Inc. and/or James Anel, you may be entitled to monetary benefits from a class action settlement.

The Circuit Court of Cook County authorized the distribution of this Notice to you.

This is not a solicitation from a lawyer.

- A Settlement has been proposed in a class action lawsuit against Bass Pro Outdoor World, LLC (“Bass Pro”) involving the marketing and sale of Illinois Concealed Carry Training Classes by Security Guard College, Inc. and/or James Anel.
- If you are included in the Settlement, your rights will be affected and you may be able to receive benefits from it.
- You may be eligible to receive up to \$145.00 for each Illinois Concealed Carry Training Class you purchased as well as an additional \$55.00 for Incidental Costs if you are able to provide Proof of Expenses. Payments will generally range between \$145.00 and \$200.00, but could be less if the total amount of Cash Awards and other expenses related to the Settlement total more than \$160,000.00.
- Your legal rights are affected whether or not you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM (by December 8, 2014)	Remain in the Settlement—get a payment from it. Give up the right to be part of another lawsuit, arbitration or proceeding against Bass Pro for the same legal claims resolved by this Settlement.
EXCLUDE YOURSELF (by November 28, 2014)	Get <u>out</u> of the Settlement—keep the right to be part of another lawsuit, arbitration or proceeding against Bass Pro for the same legal claims resolved by this Settlement. Give up the right to get a payment now.
OBJECT (by November 28, 2014)	Remain in the Settlement—write to the Court about why you do not like it. Give up right to be part of another lawsuit, arbitration or proceeding against Bass Pro for the same legal claims resolved by this Settlement.
GO TO THE FAIRNESS HEARING (on December 22, 2014)	Remain in the Settlement—ask to speak to the Court about the fairness of it. Give up the right to be part of another lawsuit, arbitration or proceeding against Bass Pro for the same legal claims resolved by this Settlement.
DO NOTHING	Remain in the Settlement. Do not get a payment. Give up your right to be part of another lawsuit, arbitration or proceeding against Bass Pro for the same legal claims resolved by this Settlement.

- Your rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this Settlement still has to decide whether to approve the Settlement.
- Payments will be made if the Court approves the Settlement and after any appeals are resolved.

BASIC INFORMATION

1. What is this Notice and why should I read it?

This Notice is to inform you of the proposed Settlement of a class action lawsuit and about all of your rights and options before the Court decides whether to approve it. This Notice describes the lawsuit, the proposed Settlement, your legal rights, what benefits are available and who can get them.

Judge Kathleen G. Kennedy of the Circuit Court of Cook County, Illinois, County Department (Chancery Division) is overseeing the proposed Settlement in the matter of *Ambrose v. Security Guard College, Inc., et al.*, Case No. 2014 CH 5850 (Circuit Court of Cook County, Illinois, filed April 4, 2014) (hereinafter, the "Litigation"). The proposed Settlement will resolve only the claims made against Bass Pro in the Litigation. The person who filed the lawsuit is called the Plaintiff. The parties that the Plaintiff sued (James Anandel, Security Guard College, Inc. and Bass Pro) are each called Defendants. It is important to note that Defendants James Anandel and Security Guard College, Inc. are not parties to the proposed Settlement.

2. What is a class action?

In a class action, one or more persons, called Plaintiffs or Class Representatives (in this case John P. Ambrose), sue on behalf of all persons who have similar claims. The persons included in the Settlement of this class action are called a Settlement Class or Settlement Class Members. One court resolves the issues for all members of the Settlement Class, except for those who exclude themselves from the Settlement.

3. What is the lawsuit about?

The lawsuit claims that Concealed Carry Training Classes marketed, sold and conducted by Defendants James Anandel and Security Guard College, Inc. between October 2013 and March 2014 failed to satisfy the requirements for obtaining a concealed carry firearm permit in Illinois. Plaintiff alleges that Bass Pro marketed and promoted the concealed carry training classes.

Bass Pro denies each and every allegation of wrongdoing, liability and damages that was or could have been made in the lawsuit. Bass Pro denies the claims made in the lawsuit and denies that it has done anything wrong.

4. Why is there a Settlement?

The Court did not decide in favor of either the Plaintiff or Bass Pro. Instead, both parties have agreed to settle the lawsuit. Bass Pro is settling to avoid the substantial cost, inconvenience and disruption of litigation. The Plaintiff and Class Counsel believe that the Settlement is in the best interests of the Settlement Class because it provides an appropriate recovery for Settlement Class Members now while avoiding the substantial risk, expense and delay of pursuing the case through trial and any additional appeals.

5. How do I know if I am included in the Settlement Class?

The Settlement Class includes all persons who purchased a Concealed Carry Training Class from James Anandel and/or Security Guard College, Inc. between October of 2013 and March of 2014 and intended to satisfy the state training requirements for obtaining permits to carry concealed firearms in Illinois.

THE SETTLEMENT BENEFITS

6. Are there exceptions to being included?

Yes, excluded from the Settlement Class are the following persons: (i) Class Counsel; (ii) the judges who have presided over the Litigation; and (iii) Bass Pro and its officers and directors.

7. What does the Settlement provide?

Settlement Class Members who submit a timely, complete and valid Claim Form, with proof of attendance and proof of Incidental Costs, will receive a payment that will range between \$145.00 and \$200.00. Payments will vary based on the number of Claim Forms submitted and whether Proof of Expenses are submitted with the Claim Form. Proof of Expenses is only required if you are seeking recovery for Incidental Costs.

8. What can I get from the Settlement?

Settlement Class Members who submit a timely, complete and valid Claim Form with proof that they completed a Concealed Carry Training Class from Security Guard College or James Anandel between October 2013 and March 2014, such as an Illinois State Police Concealed Carry Firearm Training Certificate or an NRA Basic Pistol Course Certificate, or similar documentation, will be eligible to receive up to \$145.00. In addition, Settlement Class Members who submit Proof of Expenses, such as credit card receipts, internet receipts, cash receipts, canceled checks or other similar documentation, for Incidental Costs (expenses incurred as a result of taking the Concealed Carry Class, such as costs for the ammunition, safety gear and gun rental, or for paying an amount in excess of \$125.00 for the class) may also receive reimbursement for those expenses up to \$55.00.

9. Could I get more money than \$200.00?

No. The amount of your Cash Award paid on your claim will not be greater than \$200.00 if you submit both proof of completing a Concealed Carry Training Class and Proof of Expenses for Incidental Costs. There may, however, be a reduction in the amount of your Cash Award in the event the amount of Cash Awards to all Settlement Class Members who filed a timely, complete and valid Claim Form plus Notice And Administrative Costs, Attorneys' Fees And Expenses, and Service Awards exceeds \$160,000.00. In such an event, the Cash Award allocated to each eligible Settlement Class Member will be proportionally reduced until the total amount paid under the Settlement equals \$160,000.00.

10. How do I get a payment?

To make a claim and be eligible for a cash payment from the Settlement, you must not have already received a refund of your concealed carry training class and you must complete and submit a Claim Form. Claim Forms must be completed in full, include the required documentation and mailed, emailed or faxed to the Settlement Administrator by December 8, 2014.

Claim Forms are available from Class Counsel, whose contact information is set forth below, or by contacting the Settlement Administrator at *Ambrose v. Security Guard College* Settlement Administrator, P.O. Box 6177, Novato, CA 94948-6177.

The Court still has to decide whether to approve the Settlement. Cash payments will be made if the Court approves the Settlement and after any appeals are resolved.

11. What am I giving up in exchange for the Settlement?

Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You won’t be able to sue, continue to sue, or be part of any other lawsuit against the Released Persons for the legal issues and claims resolved by this Settlement. The specific rights you are giving up are called Released Claims (see Question 12).

12. What are the Released Claims?

“Released Claims” generally refers to any and all claims, whether known or unknown that could have been asserted by you in a lawsuit against any of the Released Persons (Bass Pro) arising from or relating to the marketing and sale of Concealed Carry Training Classes that were conducted between October of 2013 and March of 2014 by Security Guard College, Inc. and/or James An del.

The Released Claims are fully described in Section XI of the Class Action Settlement Agreement And Release, which is available on Class Counsel’s website at www.krislovlaw.com or by contacting Class Counsel at (312) 606-0500.

EXCLUDE YOURSELF, OBJECT OR DO NOTHING

13. What does it mean to exclude yourself from the Settlement?

If you want to keep the right to sue or continue to sue Bass Pro about the legal claims in the Litigation, and you don’t want a payment from this Settlement, you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or opting out of the Settlement.

14. How do I get out of the Settlement?

If you wish to be excluded from the Settlement Class, you must send a request for exclusion to the Settlement Administrator postmarked no later than November 28, 2014 to the following address: *Ambrose v. Security Guard College* Settlement Administrator, P.O. Box 6177, Novato, CA 94948-6177. Your request for exclusion must (1) be signed by you, and (2) contain a statement that you want to be excluded from the Settlement Class. By excluding yourself from the Settlement, you will become an Opt Out. If you have any questions concerning these procedures, please contact Class Counsel, Krislov & Associates, Ltd. at (312) 606-0500, or the Settlement Administrator at 1-866-348-7641.

You can opt out for yourself only. “Mass” or “Class” Opt Outs are not allowed.

15. If I exclude myself, will I still get a payment from this Settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement Class in this Settlement. You can only get a payment if you stay in the Settlement Class and timely submit a complete and valid Claim Form as described above. If you submit a request for exclusion and a Claim Form, your request for exclusion will be withdrawn.

16. If I don’t exclude myself, can I sue Bass Pro for the same things later?

No. Unless you exclude yourself, you are giving up the right to sue Bass Pro for the claims that this Settlement resolves. You must exclude yourself from this Settlement Class to start or continue with your own lawsuit or be part of any other lawsuit.

17. How do I object or tell the Court if I don’t like the Settlement?

If you are a Settlement Class Member and you do not ask to be excluded, you may object to the terms of the Settlement, the Attorneys’ Fee And Expenses award or the Service Award. The Court will consider your views before making a decision. To object, you must provide: (1) your name, address and telephone number and, if represented by an attorney, their name, address and telephone number; (2) a signed declaration stating that you are a member of the Settlement Class and you purchased a Concealed Carry Training Class from James An del and/or Security Guard College, Inc. that was conducted between October of 2013 and March of 2014 and intended to satisfy the state training requirements for obtaining permits to carry concealed firearms in Illinois; (3) a statement of all objections to the Settlement; (4) documents in support of your objection, if any; and (5) a statement of whether you intend to appear at the Fairness Hearing, either with or without your own attorney (at your own expense), and if with your attorney, the name of the attorney who will appear at the Fairness Hearing. Any documentation you submit must also include “Case No. 2014 CH 5850” on each page of your submission. Your objection must be submitted to all three addresses below and be postmarked by November 28, 2014.

Clerk of the Court	Class Counsel	Bass Pro’s Defense Counsel
Circuit Court of Cook County Attention: Clerk of Court Richard J. Daley Center 50 West Washington Street Room 802 Chicago, Illinois 60602	Clinton A. Krislov, Esq. Michael R. Karnuth, Esq. KRISLOV & ASSOCIATES, LTD 20 North Wacker Drive Suite 1300 Chicago, Illinois 60606	Kathleen P. Lally, Esq. LATHAM & WATKINS LLP 330 North Wabash Avenue Suite 2800 Chicago, Illinois 60611

18. What is the difference between objecting and excluding?

Objecting is simply a way for you to tell the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (do not exclude yourself). If you object, you can still file a Claim Form to receive a payment from the Settlement. Excluding yourself is a way for you to tell the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object or receive a payment because the Settlement no longer affects you.

19. What happens if I do nothing?

If you do nothing you will not receive any payment from this Settlement. If the Court approves the Settlement, you will be bound by its terms, and you will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Bass Pro about the legal issues or claims resolved by this Settlement.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

20. Who represents the Settlement Class?

For purposes of the Settlement, the Court has approved the appointment of the following as Class Counsel to work on behalf of the Settlement Class:

Clinton A. Krislov, Esq.
Michael R. Karnuth, Esq.
Christopher M. Hack, Esq.
KRISLOV & ASSOCIATES, LTD
20 North Wacker Drive
Suite 1300
Chicago, Illinois 60606
Telephone: (312) 606-0500

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

21. How will the lawyers be paid?

Class Counsel have not been paid any attorneys' fees and they have not been reimbursed for any of their out-of-pocket expenses. The parties have not reached an agreement regarding the fees to be paid to Class Counsel. Class Counsel will ask the Court to approve a payment of Attorneys' Fees And Expenses not to exceed \$70,000. Class Counsel will also ask the Court to approve a Service Award not to exceed \$2,500 to be paid to the Plaintiff for the time and effort he contributed to the Litigation and Settlement. If the Court approves the Attorneys' Fees And Expenses and the Service Award, they will be paid from the \$160,000 Settlement fund.

22. When and where will the Court decide whether to give final approval to the Settlement?

The Settlement has already been preliminarily approved by the Court. The Court, however, will hold a hearing to decide whether to give final approval to the Settlement. You may attend and you may ask to speak at the hearing, but you do not have to.

The Fairness Hearing will be held before Judge Kathleen G. Kennedy on December 22, 2014 at 11:00 a.m. at the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Room 2502, Chicago, Illinois 60602. At the hearing, the Court will decide whether the proposed Settlement is fair, reasonable and adequate and whether to grant final approval of it. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing (see Question 23). The Court may also decide the amount of fees, costs and expenses to award Class Counsel and whether to approve the Service Award.

23. Do I have to come to the Court's hearing?

No. You do not need to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you file an objection to the Settlement, you do not have to come to Court to talk about it, unless the Court requires you to do so. As long as you filed and delivered your written objection on time, signed it and provided all of the required information (see Question 17) the Court will consider it. If you file an objection and the Court requires you or your attorney's attendance at the hearing, you or your attorney will be notified by the Court or Class Counsel. If you wish, you or your own attorney may attend the Fairness Hearing, at your own expense, but it is not required.

24. May I speak at the Court's hearing?

Yes. As long as you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a written request with the Court titled "Notice of Intent to Appear at the Fairness Hearing" or have stated that you intend to appear in any objection you may have filed. This notice must include "Case No. 2014 CH 5850," your name, address, phone number and signature. If you plan to have your own attorney speak for you at the hearing, you must also include the name, address and telephone number of the attorney who will appear. Your written request must be sent to the Settlement Administrator (address provided in Question 14) and the Clerk of the Court (address provided in Question 17) by November 28, 2014. The time, date and location of the hearing may be changed by the Court without additional notice. If you plan to attend the Fairness Hearing, you should confirm the time, date and location with the Settlement Administrator or with Class Counsel.

25. How can I get additional information?

This Notice, the Settlement Agreement and other documents related to this Settlement are available by contacting Class Counsel or the Settlement Administrator at *Ambrose v. Security Guard College* Settlement Administrator, P.O. Box 6177, Novato, CA 94948-6177.

DIRECT ALL INQUIRIES TO CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR.

Do not contact the Clerk of Court or the Judge except as directed in this Notice.

Questions? Contact the Settlement Administrator or Class Counsel (see questions 20 and 25 for contact information).