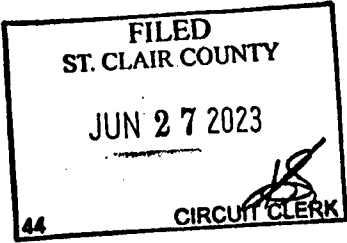


**CIRCUIT COURT FOR THE 20TH JUDICIAL CIRCUIT
COUNTY OF ST. CLAIR, STATE OF ILLINOIS**

CARLY BLANKENSHIP and)
JAMIE JACKSON, individually and)
on behalf of a nationwide class of all)
others similarly situated,)
)
)
)
Plaintiffs,)
v.)
)
DOLE PACKAGED FOODS, LLC,)
)
)
Defendant.)

23-LA-0361



ORDER: (1) CONDITIONALLY CERTIFYING A SETTLEMENT CLASS, (2) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, (3) APPROVING NOTICE PLAN, AND (4) SETTING FINAL APPROVAL HEARING

This matter came before the Court on Monday, June 26, 2023, regarding Plaintiffs’ motion for preliminary approval of the proposed class action settlement of *Blankenship v. Dole Packaged Foods, LLC* (the “Litigation”). The Amended Complaint was filed in this Court by Plaintiffs Carly Blankenship and Jamie Jackson on behalf of themselves and all others similarly situated against Dole Packaged Foods, LLC (“Defendant”). Based on this Court’s review of the Parties’ Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”), Class Plaintiffs’ Motion for Preliminary Approval of Settlement, and the arguments of counsel, **THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.
2. Jurisdiction. The Court has jurisdiction over the subject matter of the Litigation, the Parties, and all Settlement Class Members.
3. The Court finds that no person appeared, or otherwise objected, at the Court’s

hearing of Plaintiffs' Motion for Preliminary Approval of the Parties' Class Action Settlement.

4. Scope of Settlement. The Agreement resolves all claims alleged in the First Amended Complaint filed in this Court in *Blankenship v. Dole Packaged Foods, LLC*, Case No. 23-LA-0361.

5. Preliminary Approval of Proposed Settlement Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement for fairness, adequacy, and reasonableness. Based on this preliminary evaluation, the Court finds that (i) the Agreement is fair, reasonable, adequate, and within the range of possible final approval; (ii) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (iii) with respect to the forms of notice of the materials terms of the Agreement to the Settlement Class members for their consideration and reaction (Exs. B-1, B-3 to the Agreement), that notice is appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

6. Class Certification for Settlement Purposes Only. The Court, pursuant to the Illinois Rules of Civil Procedure, conditionally certifies, for purposes of this Settlement only, the following Settlement Class:

SETTLEMENT CLASS: a class consisting of All Persons who, between January 12, 2017 and the date of entry of the Preliminary Approval Order purchased, for non-commercial use, in the United States or any of its territories any Fruit. Specifically excluded from the Class are (i) any Governmental Entity; (ii) subsidiaries, divisions, affiliates, officers, employees, and directors of Defendant; (iii) any assigned judges and members of their staffs and immediate families; (iv) all individuals or entities that purchased the Fruit for resale; and (v) Class Counsel.

7. In connection with this conditional certification, the Court makes the following preliminary findings:

a. The Settlement Class appears to be so numerous that joinder of all members is impracticable;

b. Class Plaintiffs' claims appear to be typical of the claims being resolved through the Settlement;

c. Class Plaintiffs appear to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;

d. For purposes of determining whether the Settlement Agreement is fair, reasonable, and adequate, common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

e. For purposes of settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Settlement Agreement (a) is the result of arm's length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) and meets the applicable requirements of law, including 735 ILCS 5/2-801- 807.

8. The Court appoints Class Plaintiffs Carly Blankenship and Jamie Jackson as Class Representatives of the Settlement Class. The Court further finds that the Parties' Settlement, on this preliminary basis, meets the factors of fairness, reasonableness, and adequacy laid out in *City of Chicago v. Korshak*, 206 Ill. App. 3d 968 (1st Dist.

1990). Those factors are: (1) the strength of the case for the Plaintiffs on the merits, balanced against the money or other relief offered in the settlement; (2) the Defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.

9. The Court conditionally designates Mr. Stuart Cochran of Cochran Law PLLC, Mr. Dave Nelson of Nelson & Nelson, Attorneys at Law, P.C.; Mr. Matthew Armstrong of Armstrong Law Firm LLC, and Mr. Robert King of The Law Office of Robert L. King as Class Counsel (collectively "Class Counsel").

10. **Final Approval Hearing:** The final hearing shall take place at **10:30 a.m. on Thursday, October 26, 2023, in courtroom 403, 10 Public Square, Belleville, Illinois 62220**, or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Agreement and to determine whether (i) final approval of the Settlement embodied by the Agreement should be granted, and (ii) Class Counsel's application for attorneys' fees and expenses, and incentive awards to Class Plaintiffs should be granted, and in what amount. No later than **September 11, 2023**, which is fourteen (14) days prior to the Objection and Opt-Out Deadline, Class Plaintiffs must file papers in support of final approval of the Settlement, as well as Class Counsel's application for attorneys' fees and expenses and the incentive awards to the Class Representative. No later than **October 12, 2023**, which is fourteen (14) days prior to the Final Approval Hearing, Class Plaintiffs must respond to

any written objections. Defendant may (but is not required to) file papers in support of final approval of the Settlement, so long as they do so no later than **October 19, 2023**.

11. Settlement Claims Administrator. Pursuant to the Agreement, Angeion Group is hereby appointed as Claims Administrator and shall be required to perform all the duties of the Claims Administrator as set forth in the Agreement and this Order.

12. Class Notice. The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication notice and through the establishment of a Settlement Website (www.fruitmarketingsettlement.com), as more fully described in the Agreement. The Notice Plan, in form, method, and content, complies with the requirements of 735 ILCS 5/2-803, due process, and any other applicable law, and constitutes the best notice practicable under the circumstances.

13. Responsibility for settlement administration, including, but not limited to, notice and related procedures, shall be performed by the Settlement Administrator, subject to the oversight of the Parties and this Court as described in the Settlement Agreement.

14. The Court hereby directs the Parties and the Claims Administrator to complete all aspects of the Notice Plan no later than July 26th, which is 30 days from the date of this Order, in accordance with the terms of the Agreement.

15. The Claims Administrator will file with the Court by no later than October 5th, which is twenty-one (21) days prior to the Final Approval Hearing, proof that Notice was provided in accordance with the Agreement and this Order.

16. Claims Deadline. Settlement Class Members who wish to submit a claim for a Benefit under the Settlement by submitting a Claim Form must do so by the Claims Deadline of **September 25, 2023**, which is sixty (60) calendar days after the Settlement Notice Date.

17. The Claims Administrator is authorized and empowered, in consultation with the

Parties, to determine whether Claims are valid and to exclude any fraudulent or improper claims.

18. Objection and Opt-Out Deadline. Settlement Class Members who wish either to object to the Settlement or to opt out by completing a Request for Exclusion must do so by the Objection Deadline and Opt-Out Deadline of **September 25, 2023**, both of which are sixty (60) calendar days after the Settlement Notice Date. Settlement Class Members may not both object and opt out. If a Settlement Class Member submits both a Request for Exclusion and an objection, the Request for Exclusion will be controlling.

19. Exclusion from the Settlement Class. To file a Request for Exclusion, Settlement Class Members must follow the directions in the Notice and send a compliant request to the Claims Administrator at the address designated in the Class Notice by the Opt-Out Deadline. In the Request for Exclusion, the Settlement Class Member must state his or her full name, address, and must state that he or she wishes to be excluded from the Settlement. No Request for Exclusion will be valid unless all of the information described above is included. No Settlement Class Member, or any person acting on behalf of or in concert or participation with that Settlement Class Member, may exclude any other Settlement Class Member from the Settlement Class. So called “mass” or “class” opt-outs shall not be allowed.

20. If a timely and valid Request for Exclusion is made by a Settlement Class Member, then that person will not be a Settlement Class Member, and the Agreement and any determinations and judgments concerning it will not bind the excluded person.

21. All Settlement Class Members who do not opt out by filing a Request for Exclusion by **September 25, 2023**, in accordance with the terms set forth in the Agreement will be bound by all determinations and judgments concerning the Agreement.

22. Objections to the Settlement. To object to the Settlement, Settlement Class

Members **must follow the directions in the Notice and file a written Objection with the Court by the Objection Deadline.** In the written Objection, the Settlement Class Member must state his or her full name, address, and must state the reasons for his or her Objection, and whether he or she intends to appear at the Fairness Hearing on his or her own behalf or through counsel. Any documents supporting the Objection must also be attached to the Objection. No Objection will be valid unless all of the information described above is included. Copies of all papers filed with the Court must be delivered by the objector to Class Counsel and counsel for the Defendant on the same day. The Parties will have the right to depose any objector to assess whether the objector has standing.

23. If a Settlement Class Member does not submit a written Objection to the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses or the incentive awards in accordance with the deadline and procedure set forth in the Notice and this Order, but the Settlement Class Member wishes to appear and be heard at the Final Approval Hearing, the Settlement Class Member must (i) file a notice of intention to appear with the Court; (ii) serve a copy upon Class Counsel and Counsel for Defendant no later than the Objection Deadline; and (iii) comply with all other requirements of the Court for such an appearance.

24. Any Settlement Class Member who fails to comply with Paragraphs 21 and 22 (and as detailed in the Notice) will not be permitted to object to the Agreement at the Final Approval Hearing, will be foreclosed from seeking any review of the Agreement by appeal or other means, will be deemed to have waived his, her, or its objections, and will be forever barred from making any objections in the Action or any other related action or proceeding. All members of the Settlement Class, except those members of the Settlement Class who submit timely Requests for Exclusion, will be bound by all determinations and judgments in the Litigation, whether favorable

or unfavorable to the Settlement Class.

25. Summary of Claim, Opt-Out, and Objection Deadlines. As described in the preceding paragraphs 15-22, the following deadlines shall apply:

Notice Date	30 days after Preliminary Approval Order
Claim Form Period	Commences on the Notice Date and ends 60 days later
Claim Form Deadline	60 Days after Notice Date
Opt-Out Deadline	60 Days after Notice Date
Objection Deadline	60 Days after Notice Date

26. Stay of Other Proceedings. Pending the final determination of whether the Settlement should be approved, all pre-trial proceedings and briefing schedules in the Litigation are stayed. If the Settlement is terminated or final approval does not for any reason occur, the stay will be immediately terminated.

27. Pending the final determination of whether the Settlement should be approved, the Settlement Class Representatives and all Settlement Class Members are hereby stayed and enjoined from commencing, pursuing, maintaining, enforcing, or prosecuting, either directly or indirectly, any Released Claims in any judicial, administrative, arbitral, or other forum, against any of the Released Parties. Such injunction will remain in force until Final Approval or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein will prevent any Settlement Class Member, or any person actually or purportedly acting on behalf of

any Settlement Class Member(s), from taking any actions to stay or dismiss any Released Claim(s). This injunction is necessary to protect and effectuate the Agreement, this Preliminary Approval Order, and the Court's flexibility and authority to effectuate the Agreement and to enter Judgment when appropriate and is ordered in aid of this Court's jurisdiction and to protect its judgments. This injunction does not apply to any person who files a Request for Exclusion pursuant to Paragraphs 18, 19, and 20 of the Order.

28. If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings in connection with the Settlement will be without prejudice to the right of Defendant or the Class Representatives to assert any right or position that could have been asserted if the Agreement had never been reached or proposed to the Court, except insofar as the Agreement expressly provides to the contrary. In such an event, the Parties will return to the status quo ante in the Litigation and the certification of the Settlement Class will be deemed vacated. The certification of the Settlement Class for settlement purposes will not be considered as a factor in connection with any subsequent class certification issues.

29. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability or wrongdoing by Defendant, or the truth of any of the claims. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Litigation or in any other action or proceeding, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Agreement, this Order, and the Final Order of Dismissal.

30. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized

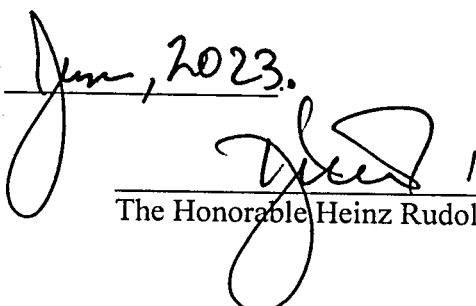
to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice and Claim Form and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the members of the Class.

31. Schedule of Events for Final Approval Hearing. Accordingly, the following are the deadlines by which certain events must occur:

September 11, 2023	Deadline for Class Plaintiffs to file Motion and Memorandum in Support of Final Approval and Motion for Attorneys' Fees and Incentive Awards
September 25, 2023	Deadline for Class Members to file Objections or submit Requests for Exclusion
October 19, 2023	Deadline for Parties to File the Following: (1) List of Class Members who Made Timely and Proper Requests for Exclusion; (2) Proof of Class Notice; and (3) Plaintiffs' responses to any objections; Defendant's (optional) Memorandum in Support of Final Approval
October 26, 2023	Final Approval Hearing

32. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, be continued by Order of the Court.

IT IS SO ORDERED this 27th day of Jan, 2023.



 The Honorable Heinz Rudolf