

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT
MONROE COUNTY, ILLINOIS

WILLIE B. HADLEY, JR. and MOLLY
KINDRICK, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

SUGARMILL DISTILLING, LLC,

Defendant.

Case No. 2020L13

FILED

APR 01 2022

Lisa Fallon
CLERK OF THE CIRCUIT COURT
MONROE COUNTY, ILLINOIS

PRELIMINARY APPROVAL ORDER

This matter came before the Court on the Joint Motion for Preliminary Approval of Settlement filed by Plaintiffs Willie B. Hadley, Jr. And Molly Kindrick, individually and on behalf of all other similarly situated and Defendant Sugarmill Distilling, LLC. After reviewing and considering the motion, all supporting documents, the Settlement Agreement¹ ("Settlement Agreement"), and the arguments of counsel at the preliminary approval hearing held 4-1-22, the Court **ORDERS** as follows:

1. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including the Plaintiff, all Class Members, and Defendant.
2. Solely for purposes of settlement, the following Class is provisionally and preliminarily certified, for Settlement purposes only, pursuant to the Illinois Code of Civil Procedure Section 5/2-802 and 5/2-803:

All Persons who, not for resale purposes, purchased in the State of Illinois or State of

¹ Capitalized terms not defined herein have the same meaning as the same defined terms in the Agreement.

Missouri any of Defendant Sugarmill's product(s), regardless of the fluid ounces contained in each product unit, labeled as "HEX hand sanitizer", within 3 years prior to the filing of this Complaint until final Preliminary Approval, but excludes Person meeting the foregoing criteria who timely exclude themselves from the Class.

3. The Third Amended Complaint is Amended by interlineation such that the immediately preceding class definition shall replace Paragraphs 26-28 of the Third Amended Complaint.

4. Based on the parties' stipulations, and for settlement purposes only: (A) the Class as defined is sufficiently numerous such that joinder is impracticable; (B) common questions of law and fact predominate over any questions affecting only individual Class Members, and include whether or not Defendants violated 815 ILCS 505/2 *et seq.* and/or MO Rev. Stat. 508.010 *et seq.* based on the allegations of the Third Amended Complaint and the claims of Plaintiffs are typical of the Class Members' Claims; (C) Plaintiffs are an appropriate and adequate representatives of the Class and their attorneys, Maag Law Firm, LLC, 22 W. Lorena Ave, Wood River, IL 62095 are appointed as Class Counsel; and (D) this class action is an appropriate method for the fair and efficient adjudication of the controversy.

5. The Court finds that (i) the Settlement resulted from extensive arm's-length negotiations and bargaining; and (ii) the Settlement Agreement and all Appendices thereto (the "Agreement"), are sufficiently fair, reasonable and adequate and in the best interests of the Class to warrant the provision of Class Notice (as set forth in the Agreement and the Declaration of Chris Longley attached as Exhibit 2 to the Joint Motion for Preliminary Approval) to the Class and grants preliminary approval to it.

6. Atticus Administration, LLC is appointed as Claims Administrator;

7. Defendants shall not be liable or otherwise responsible for any actions or omissions of the Class Administrator in connection with its performance of the duties required

pursuant to the Agreement and this Order;

8. Consideration of all other motions and deadlines pending in this lawsuit is stayed until further order of Court;

9. The Claims Administrator shall cause the Publication Notice to be distributed by publication as determined by the Claims Administrator in accordance with the Agreement and the Declaration Chris Longley attached as Exhibit 2 to the Joint Motion for Preliminary Approval;

10. This Court preliminarily determines that the distribution of the Class Notice, as set forth in the Agreement and the declaration of Chris Longley attached as Exhibit 2 to the Joint Motion for Preliminary Approval is the best notice practicable under the circumstances; it is reasonably calculated to apprise Class Members of the pendency of the Action and of their rights to object or exclude themselves from the Settlement; it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; it is the only notice to all Persons entitled to receive notice, and it meets the requirements of due process under the Constitution of the United States, and any applicable law. The Court further finds that the Class Notice is written in plain English and is readily understandable by Class Members. In sum, the Court finds that the notices and proposed notice methods are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Illinois Code of Civil Procedure, the United States Constitution (including the Due Process Clause), the Local Rules of the Court and any other applicable law;

11. The Claims Administrator shall file proof of publication of the Publication Notice at or before the Fairness Hearing pursuant to the Agreement;

12. Each potential Class Member who wishes to exclude himself, herself, or itself

from the Class shall submit to the Claims Administrator a completed Exclusion Form, substantially in the form annexed to the Agreement as Appendix C, postmarked, or submitted electronically on the website established by the Claim's Administrator no later than **thirty (30) days** prior to the Fairness Hearing described in the Settlement Agreement. The Claims Administrator shall maintain a list of the names of those who provided Exclusion Forms and will provide the same to the Court prior to the Fairness Hearing;

13. Any Class Member who does not submit a timely Exclusion Form will be bound by the Agreement, as well as all proceedings, orders, and judgments in the Action;

14. Any Class Member who has not submitted a timely, valid Exclusion Form who wishes to object to the fairness, reasonableness, or adequacy of the Agreement or the Settlement, or the application for approval of Defendants' payment of Class Counsel's attorneys' fees and costs and expenses (as set forth in the Agreement), shall file with the Clerk of the Court a written statement of the objection, as well as the specific legal and factual reasons, if any, for each objection, including any support the Class Member wishes to bring to the Court's attention and all evidence the Class Member wishes to introduce in support of his, her, or its objection, no later than **thirty (30) days** before the date of the Fairness Hearing and serve a copy on Class Counsel and counsel for Defendants via mail postmarked to the Claims Administrator no later than **thirty (30) days** before the date of the Fairness Hearing, or be forever barred from objecting;

15. The application of Class Counsel for Fees and Costs as set forth in Paragraph 69 of the Agreement is preliminarily considered and will be ruled upon at the Fairness Hearing;

16. The Fairness Hearing shall be held before Judge Chris Hitzemann, Monroe County Circuit Court, 100 S. Main Street, Waterloo, IL 62298. At the Fairness Hearing, the

Court shall consider the fairness, reasonableness, and adequacy of the Agreement and whether it should be finally approved by the Court;

17. Class Counsel's submission seeking the Court's final approval of the Settlement at the Fairness Hearing, including any request for attorneys fees, will be filed with the Court no later than **fourteen (14) days** before the date of the Fairness Hearing.

18. In the event that the Settlement is not finally approved for any reason, Defendants shall, pursuant to the Agreement, retain their rights to contest certification of the Class. The Court's findings and ruling are not to be deemed an admission of liability or fault by Defendants or by any other Person, or a finding of the validity of any claims asserted in the Action or of any wrong doing or of any violation of law by Defendants. Neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrong doing of any kind whatsoever on the part of the Released Persons, except that Defendants may file this Order in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issues preclusion or similar defense or counterclaim; and

19. Pending final determination as to whether the Settlement, as set forth in the Agreement, should be approved, no Class Member shall institute, maintain, or assert any Released Claims against any Released Person, whether directly, representatively, or in any capacity, and regardless of whether any such Class Member has appeared in the Action.


20. The deadline for filing requests for exclusion from the class as provided in the Settlement Agreement and as described in paragraph 12 above is 6-20-22.

21. The deadline for the filing objections to the Settlement Agreement as provided in the Settlement Agreement and paragraph 14 above is 6-20-22.

22. Class Counsel's submission seeking the Court's final approval of the Settlement Agreement, including any submissions for attorneys fees, as provided in the Settlement Agreement and described in paragraph 17 above is 7-5-22.

23. The Final Fairness Hearing, at which time the Parties and any objectors may be heard regarding the Settlement Agreement, and at which the Court shall make a final determination as to the fairness, reasonableness, and adequacy of the Settlement Agreement and whether it is finally approved is set for 7-19-22 at 11:00 AM

Dated: 4-1-22



Judge Chas E. Gherman