

IN THE CIRCUIT COURT  
TWENTIETH JUDICIAL CIRCUIT  
MONROE COUNTY, ILLINOIS

WILLIE B. HADLEY, JR. and MOLLY	)	
KINDRICK, individually and on behalf of	)	
all others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Cause No. 2020L13
	)	
SUGARMILL DISTILLING, LLC,	)	
	)	
Defendant.	)	

**SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”) is made this   10th   day of  February , 2022 by and between Willie B. Hadley, Jr. and Molly Kindrick (collectively “Plaintiff”), individually and as the Representative of a class of similarly-situated Persons, and Sugarmill Distilling, LLC (“Defendant” or “Sugarmill”)

**RECITALS**

WHEREAS, Plaintiff filed its original complaint in the above-captioned matter (the “Action”) in the Twentieth Judicial Circuit, Monroe County, Illinois on or about May 15, 2020, and filed its current pleading in the case on or about June 10, 2020 (the “Third Amended Complaint”);

WHEREAS, the Plaintiff alleges that the Defendant, via mislabeling of containers of hand sanitizer, including but not limited to Hex hand sanitizer, as 99% effective against all germs when it was not 99% effective against all germs, has engaged in consumer protection violations and other legal wrongs, including but not limited to, violations of 8/5 ILCS 505/2 et seq. and Mo. Rev. Stat. 508-010 et seq., which has damaged the Plaintiff and the Class (as defined below);

WHEREAS, Defendant expressly denies all material allegations and any wrongdoing set forth in the Third Amended Complaint, as to which Defendant have also raised various defenses;

WHEREAS, Plaintiff has conducted an investigation into the facts and law regarding its allegations against Defendant and has concluded that a settlement with Defendant according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of Plaintiff and the Class;

WHEREAS, Defendant, while denying wrongdoing of any kind whatsoever, and without admitting liability, nevertheless has agreed to enter into this Agreement to avoid the further burden and expense of protracted litigation and to be completely free of any further controversy with respect to the claims which have been asserted or could have been asserted in the Action;

WHEREAS, based upon the extensive negotiations, the merits of the claims and defenses, and the Parties have agreed to settle the Action in accordance with the terms of this Agreement, after considering, among other things: (i) the substantial benefits to Plaintiff and the Class under the terms of this Agreement, which fairly, adequately and reasonably resolve the claims of the Class; (ii) the risks and uncertainty of protracted litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; and (iii) the desirability of consummating this Agreement promptly to provide prompt, meaningful relief to Plaintiff and the Class; and

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED between the undersigned that the Action be settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions set forth in this Agreement, subject to the approval of the Court:

## I. DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

1. The “Action” means the lawsuit entitled *Willie B. Hadley, Jr. and Molly Kindrick, individually and on behalf of all others similarly situated v. Sugarmill Distilling, LLC*, Case No. 2020L13, venued in the Circuit Court for the Twentieth Judicial Circuit, Monroe County, Illinois, as previously defined in the Recitals.
2. “Agreement” means this Settlement Agreement, including all appendices hereto.
3. “Claim Form” means the form Class Members must submit to the Claims Administrator in order to submit a claim for payment, the form of which is attached hereto as Appendix A.
4. “Class” means the settlement class, which is defined in Section II.
5. “Class Counsel” means Maag Law Firm, LLC, 22 West Lorena Avenue, Wood River, IL 62095.
6. “Class Member” means any Person who (a) is included within the definition of the Class (or succeeds to the interests of such a Person); and (b) does not timely and properly request exclusion from the Class as provided in Section VIII, below.
7. “Class Notice” means the notice of the pendency of this Action and of the Court’s preliminary approval of the Settlement as provided for below.
8. “Class Period” means the period of time commencing May 15, 2017, through and including the date of Preliminary Approval.
9. “Court” means the Circuit Court for the Twentieth Judicial Circuit, Monroe County, Illinois.
10. “Defendant” means Sugarmill Distilling, LLC

11. “Effective Date” means one (1) business day after the later of (i) the date on which any Class Member’s right to file an appeal challenging the Settlement or any part of it expires; or (ii) the date on which, on appeal, the Final Approval Order and Judgment is upheld in its entirety, with no further appeals being available.

12. “Exclusion Form” means the form potential Class Members must complete and return to the Claims Administrator in order to be excluded from the Class, a form of which is attached hereto as Appendix C.

13. “Fairness Hearing” means the hearing to be held to consider approval of the Settlement as provided in Section IX.

14. “Final Approval Order and Judgment” means the proposed Final Order Approving Class Action Settlement that the Parties will seek from the Court as described in Section IX.

15. “Legally Authorized Representative” means an administrator/administratrix or executor/executrix of a deceased Class Member’s estate, a guardian or conservator of an incapacitated Class Member, or any other legally authorized Person or entity responsible for the handling of the business affairs of a Class Member. “Legally Authorized Representative” shall not include any third party to whom a Class Member has assigned its claim or who has agreed to submit a Class Member’s Claim in exchange for a portion of any settlement payment.

16. “Objector” means any Class Member who chooses not to request exclusion from the Class and wishes to object to the fairness, reasonableness, or adequacy of any of the terms of the Settlement (including, but not limited to, the attorneys’ fees and costs and expenses award).

17. “Parties” means Plaintiff and Defendant (each a “Party”), as defined in the Recitals.

18. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

19. “Plaintiff” means the plaintiffs in the Action, Willie B. Hadley, Jr. and Molly Kindrick, as previously defined above.

20. “Preliminary Approval” means this Court’s issuance of an order preliminarily approving of the Settlement. Where a time period is calculated from Preliminary Approval, the date from which that calculation runs is the date the Court issues its order of Preliminary Approval.

21. “Preliminary Approval Order” means the Preliminarily Approval of Settlement Order that the Parties will seek from the Court as described in Section IV.

22. “Publication Notice” means the Class Notice published pursuant to the Publication Notice plan established by the Claims Administrator and approved by Class Counsel and counsel for Defendant.

23. “Publication Notice Form” means the form of Class Notice that will be provided by Publication Notice, which shall include the Claim Form and the Exclusion Form, as approved by the Court and substantially in the form attached hereto as Appendix B.

24. “Released Claims” means and includes any and all known claims and Unknown Claims, including those accruing before the Class Period, rights, demands, actions, causes of action, or suits of whatever kind or nature, debts, liens, liabilities, agreements, interest, costs, expenses, attorneys’ fees, losses, or damages (whether actual, consequential, treble, statutory, and/or punitive or exemplary or other) arising from or in any way related to allegations concerning Defendant’s labeling or sale of HEX sanitizer.

25. “Released Persons” means Defendant and each of its past, present, and future parent entities (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past, present, and future agents, officers, directors, employees, representatives (including but not limited to Legally Authorized Representatives), attorneys, heirs, administrators, executors, and insurers.

26. “Settlement” means the terms and conditions set forth in this Agreement entered into by the Parties to resolve their disputes.

27. “Third Amended Complaint” means the third amended complaint filed in this action on or about June 10, 2020, as defined in the Recitals.

28. “Unknown Claims” means any claims arising out of facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims, as specifically defined above, so that each Class Member shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by this Agreement to the full extent permitted by law, and to the full extent of claim preclusion and *res judicata* protection.

## **II. DEFINITION OF THE CLASS**

29. The Class consists of all Persons who, not for resale purposes, purchased in the State of Illinois or State of 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.

## **III. CLASS REMEDIES**

30. Payment of class remedies shall be made by the Claims Administrator on a claims-made basis and on the basis of valid Claims Forms and sufficient proofs of purchase. The payment amount for each claim made shall be determined as set forth in this Section, except as expressly otherwise provided in this Agreement.

31. For Class Members claiming purchases of 12.6 fluid ounce containers, each Class Member that submits a valid Claim Form shall receive \$3.00 per container claimed. However, Class Members claiming purchases in excess of two 12.6 fluid ounce containers must submit sufficient proof of purchase such as receipts or other documentation, issued concurrently with the purchase. For Class Members claiming purchases of one gallon containers, each Class Member that submits a valid Claim Form shall receive \$20.00 per container claimed, but only if said Class Member submits sufficient proof of purchase such as receipts or other documentation, issued concurrently with the purchase. For Class Members claiming purchases of five gallon containers, each Class Member that submits a valid Claim Form shall receive \$70.00 per container claimed, but only if said Class Member submits sufficient proof of purchase such as receipts or other documentation, issued concurrently with the purchase.

#### **IV. PRELIMINARY APPROVAL OF THE SETTLEMENT**

32. Within thirty (30) days of the date on which the last Party executes this Agreement, Plaintiff shall file a motion for preliminary approval (the “Motion for Preliminary Approval”) with the Court requesting preliminary approval of the Settlement and authorization to provide Class Notice to the members of the Class. Ten (10) days prior to filing the Motion for Preliminary Approval, Plaintiff shall provide Defendant with a draft of the motion papers so that Defendant may offer comments. In addition, Defendant may, but need not, file their own motion papers in support of Plaintiff’s Motion for Preliminary Approval. Defendant’s support of the

Motion for Preliminary Approval shall not be considered a waiver of Defendant objections, defenses, and rebuttals to class certification and the merits of the case, and Defendant explicitly preserve their right to assert the same.

33. As part of the papers in support of the Motion for Preliminary Approval, Plaintiff will submit a copy of this Agreement and all appendices hereto and shall seek a Preliminary Approval Order that will, among other things:

- a. Appoint Atticus Administration, LLC as the claims administrator (the “Claims Administrator”);
- b. Preliminarily approve this Agreement as sufficiently fair and reasonable to warrant providing Class Notice;
- c. Stay consideration of all other motions and deadlines pending in the Action;
- d. Direct that the Claims Administrator cause the Class Notice to be published through digital means (e.g. use of the internet, websites, digital banners etc.) to be determined by the Claims Administrator within fourteen (14) days after Preliminary Approval;
- e. Determine that distribution of the Class Notice as described herein is the best notice practicable under the circumstances; is reasonably calculated to apprise potential Class Members of the pendency of the Action and of their rights to object to or exclude themselves from the Settlement; it constitutes due, adequate, and sufficient 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;
- f. Require each potential Class Member who wishes to exclude himself, herself, or itself from the Class to submit to the Claims Administrator a completed Exclusion Form no later than thirty (30) days prior to the Fairness Hearing. The Claims Administrator shall maintain a list of such names and provide the same to the Court prior to the Fairness Hearing;
- g. Rule that any Class Member who does not submit a timely, written request for exclusion will be bound by the Agreement, as well as all proceedings, orders, and judgments in the Action;
- h. Require the Claims Administrator to file proof and publication of the Class Notice at or before the Fairness Hearing;
- i. Schedule the Fairness Hearing, to take place within one hundred twenty 120 days of the last date on which Class Notice may be published fourteen (14) days after



Preliminary Approval), to consider the fairness, reasonableness, and adequacy of the Settlement and whether it should be finally approved by the Court;

- j. Require each Objector to serve a statement of the objection(s) to the Settlement, 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, on the Claims Administrator no later than thirty (30) days prior to the Fairness Hearing or be forever barred from objecting;
- k. Preliminarily consider the application of Class Counsel for Fees and Costs; and
- l. Contain any additional provisions agreeable to the Parties and approved by the Court that might be necessary to implement the terms of this Agreement and the Settlement.
- m. Order an amendment to the Third Amended Complaint such that its class definition is consistent with this Agreement.

34. Upon Preliminary Approval of this Agreement and the Settlement, all proceedings in the Action shall be stayed until further order of the Court; provided, however, that the Parties may undertake such efforts as may be necessary to implement the Settlement or to effectuate the terms of this Agreement.

35. The Parties shall request that the Court schedule a Fairness Hearing to consider the fairness, reasonableness, and adequacy of the Settlement and whether it should be finally approved by the Court. The Parties shall request that the Court work with Class Counsel and counsel for Defendant to schedule the Fairness Hearing to take place within one hundred twenty (120) days of the last date on which Class Notice may be published (14 days after Preliminary Approval). The Parties shall request that the Court include the time, date, and place of the Fairness Hearing in its order issuing Preliminary Approval, which the Claims Administrator will then incorporate into the Publication Notice Form.

## **V. RETENTION OF CLAIMS ADMINISTRATOR AND ITS DUTIES**

36. The Parties have agreed that, upon Preliminary Approval, Defendant shall retain Atticus Administration, LLC as the Claims Administrator to help implement the terms of the

Settlement. Defendant 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 this Agreement.

37. Specifically, the Claims Administrator, shall be responsible for the following duties (in addition to any other duties that may be specifically described elsewhere in this Agreement):

- a. Establish a Publication Notice plan to be approved by Class Counsel and counsel for Defendant, and thereafter, ensure the plan is carried out;
- b. Establish a telephone bank with a toll-free telephone number and sufficient capacity to handle the anticipated call volume for responding to inquiries from potential Class Members about the Settlement and issues related to the Action, subject to monitoring review by Class Counsel of the records and recordings of such communications with Class Members;
- c. Establish a website where Class Members and potential Class Members can learn about the Settlement, and download key documents including, among others, the Publication Notice Form, the Claim Form, and the Exclusion Form;
- d. Receive and verify for completeness all Claim Forms;
- e. Establish and maintain a Post Office box to be used in all aspects of the claims administration process;
- f. Process all objections to the Settlement, as directed by the Court;
- g. Assist that Defendant in the processing of claims decisions, including distributing Deficiency Notices (as addressed in Paragraphs 63);
- h. Distribute Determination Letters (as defined in Paragraph 64);
- i. Distribute payments provided for herein to Class Members; and
- j. Such other tasks as otherwise set forth in this Agreement and/or as Defendant might request.

38. Defendant will be responsible for payment of the Claims Administrator's fees, costs, and expenses in performing the duties set forth in this Agreement. It is expressly

understood and agreed to by the Parties that neither Class Counsel nor Class Members shall be responsible for any of the Claims Administrator's fees, costs, or expenses.

## **VI. CLASS NOTICE**

39. Subject to the requirements of the Preliminary Approval Order and no later than fourteen (14) days after Preliminary Approval, Defendant, through the Claims Administrator, shall publish Class Notice to potential Class Members. Class Notice shall be provided by digital publication means, i.e. Publication Notice.

40. The Publication Notice Form will inform potential Class Members that they will be eligible to receive relief under the Settlement, and will include:

- a. A short plain statement of the background of the Action, the Class to be certified for settlement purposes, and the Settlement;
- b. A description of the nature of the Settlement relief outlined in Section III;
- c. An explanation of how Class Members can avail themselves of the relief set forth in this Agreement;
- d. An explanation of the impact of the proposed Settlement on any existing litigation, arbitration, or other proceeding;
- e. A web address to a website where potential Class Members can download key settlement documents;
- f. A toll-free number potential Class Members can call about the Settlement;
- g. A statement that Class Members should consult their own tax advisers regarding the tax consequences of the Settlement;
- h. A statement that any class certification and relief to Class Members are contingent on the Court's final approval of the Settlement; and
- i. A statement that Defendant will pay the attorneys' fees and costs and expenses of Class Counsel, the incentive award for Plaintiff, any costs arising from notifying the Class or administering the Settlement, but that individual Class Members will be responsible themselves for the fees and costs of any persons they may retain to represent them for any reason, including, but not limited to, counsel retained in connection with the Fairness Hearing.

41. With regard to Publication Notice, the Claims Administrator will establish an appropriate Publication Notice plan that will include publication of the Publication Notice Form via digital means, which will be subject to Class Counsel's and counsel for Defendant's approval. At the direction of the Court, if any, the Parties will jointly submit the Publication Notice plan for the Court's approval.

42. The Class Notice will conform to all applicable requirements of the applicable rules of procedure, the United States Constitution (including the Due Process Clause), the Local Rules of the Court, and will otherwise be in the manner and form agreed upon by the Parties.

43. Defendant shall pay all costs associated with providing Class Notice, including, but not limited to the Claims Administrators' fees.

## **VII. REQUESTS FOR EXCLUSION FROM THE CLASS**

44. Any potential Class Member may exclude himself, herself, or itself from the Class. Any Class Member who wishes to exclude himself, herself, or itself from the Class must timely submit an Exclusion Form (Appendix C), which will be provided as part of the Published Notice Form, to the Claims Administrator, by first class mail, postage prepaid, to the address provided on the Exclusion Form or via electronic submission on the website established by the Claims Administrator as described previously in par. 37. The Exclusion Form must be postmarked or submitted via the settlement website no later than thirty (30) days prior to the Fairness Hearing or as the Court may otherwise direct.

45. The Claims Administrator shall maintain a list of all potential Class Members that timely provide Exclusion Forms ("Opt-Out List") and will provide the same to Class Counsel, counsel for Defendant, and to the Court prior to the Fairness Hearing. The Claims Administrator

must provide the list to Class Counsel and counsel for Defendant within five (5) days of the deadline for potential Class Members to submit the Exclusion Form.

46. Any potential Class Member who does not timely submit an Exclusion Form will not be excluded from the Class and will be bound by all subsequent proceedings, orders, and judgments in this Action. Any potential Class Member who initiates litigation, arbitration, or other proceedings before or after the Court preliminarily approves this Settlement must request exclusion using the Exclusion Form in a timely manner or else be bound by this Settlement.

### **VIII. OBJECTIONS TO SETTLEMENT**

47. Any Class Member who has not submitted a timely, valid Exclusion Form who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement, or to the application for approval of Defendant' payment of Class Counsel's attorneys' fees and costs and expenses or the incentive award for Plaintiff ("Objectors," as defined above), must file with the Clerk of the Court a written statement of objection no later than thirty (30) days prior to the Fairness Hearing (or as the Court may otherwise direct). The Objector must also serve a copy of the written statement of objection, as filed, no later than thirty (30) days prior to the Fairness Hearing (or as the Court may otherwise direct) on Class Counsel and counsel for Defendant by mailing the copy of the written statement of objection to the Claims Administrator.

48. An Objector's statement of objection must identify the Action by name and Case No. and set forth in writing the specific reason(s), if any, for each objection, including any legal support the Objector wishes to bring to the Court's attention and any evidence (including, among other things, the identification of any witnesses and a summary of their testimony, and copies of documentary evidence) the Objector wishes to introduce in support of the objection. The written statement of objection must also set forth the Objector's name, address, telephone number, tax

identification number, and a statement of whether the Objector or his, her, or its lawyer intends to appear at the Fairness Hearing. The Objector (or in the case of a Person who is deceased or incapacitated, the Person's Legal Authorized Representative) must sign the written statement of objection.

49. Objectors may only submit objections on an individual basis, and not as part of a group, class, or subclass.

50. In accordance with the requirements of the Court, Objectors may appear at the Fairness Hearing either on their own or through an attorney to object to the fairness, reasonableness, or adequacy of this Agreement, the Settlement, or the award of attorneys' fees, costs and expenses or incentive award to Plaintiff. If the Objector is an entity, the Objector must appear through an attorney. Objectors or their attorneys who intend to make an appearance at the Fairness Hearing must (i) file a notice of intention to appear with the Clerk of the Court no later than thirty (30) days before the Fairness Hearing (or as the Court may otherwise direct), and (ii) serve the notice of intention to appear on Class Counsel and counsel for Defendant via the Claims Administrator at the address set forth in the Class Notice, postmarked no later than thirty (30) days before the Fairness Hearing (or as the Court may otherwise direct), and comply with all other requirements of the Court for such an appearance.

51. If an Objector hires an attorney to represent him, her, or it, it will be at the Objector's own expense. In the event an Objector hires an attorney, the attorney must (i) file a notice of appearance with the Clerk of the Court no later than thirty (30) days before the Fairness Hearing (or as the Court may otherwise direct), (ii) serve a copy of that notice of appearance on Class Counsel and counsel for Defendant via the Claims Administrator at the address set forth in

the Class Notice, postmarked no later than thirty (30) days before the Fairness Hearing; and (iii) comply with all applicable laws and rules for filing pleadings and documents.

52. Any Class Member who does not file a timely notice of intent to object in accordance with this Section shall waive the right to object and be heard at the Fairness Hearing, shall be forever barred from making any objection to the Settlement, and will be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action.

53. Objectors shall remain Class Members and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendant. Objectors will be entitled to all benefits of the Settlement if it is approved.

#### **IX. FAIRNESS HEARING AND FINAL APPROVAL OF THE SETTLEMENT**

54. At the Fairness Hearing, the Court may review any objections to the Settlement that have been timely filed and conduct such other proceedings (including the taking of testimony and hearing of arguments from the Parties or others properly present at the Fairness Hearing) as the Court may deem appropriate.

55. Class Counsel will file a motion seeking the Court's final approval of the Settlement at the Fairness Hearing no later than fourteen (14) days prior to the Fairness Hearing. Ten (10) days prior to Class Counsel's submission, Class Counsel shall provide Defendant with a draft of the motion papers so that Defendant may offer comments. Defendant shall not oppose such motion and relief requested therein. Plaintiff shall request that the Court enter the Final Approval Order and Judgment, which will do, among other things, the following:

- a. Approve this Agreement and the Settlement without material alteration, and direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions;
- b. Find that the Court has personal jurisdiction over Defendant and all Class Members and that the Court has subject matter jurisdiction over (i) the causes of

action asserted in the Third Amended Complaint; and (ii) to approve the Agreement (including the Release) and all appendices to this Agreement;

- c. Find that the terms of this Agreement are fair, reasonable and adequate, and consistent and in compliance with the applicable provisions of the United States Constitution, as to, and in the best interests of, each of the Parties and the Class Members;
- d. Find that each Class Member who has not excluded himself, herself, or itself therefrom in accordance with the Court's order issuing Preliminary Approval shall be bound by the provisions of this Agreement, including the Release;
- e. Find that Class Notice forms and the notice methodology implemented under this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to or exclude themselves from the Settlement and to appear at the Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the Local Rules of the Court;
- f. Certify the Class for settlement purposes;
- g. Approve of the Opt-Out List and determine that the Opt-Out List is a complete list of all potential Class Members who have timely requested exclusion from the Class and, accordingly, shall neither share in nor be bound by the Final Approval Order and Judgment;
- h. Declare this Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits in federal or state court or in any other legal, administrative, or regulatory proceedings that are commenced or maintained by or on behalf of Plaintiff or any other Class Members or other Releasers (as defined below);
- i. Find that Class Counsel in this Action and the class representative adequately represented the Class for purposes of entering into and implementing this Settlement, and approve Defendant's payment of attorneys' fees, and costs and expenses to Class Counsel and the incentive award to Plaintiff;
- j. Dismiss the Action (including all individual claims and Class claims presented in it) on the merits and with prejudice, without fees or costs to any Party, except as provided in the Agreement, and entering final judgment thereon with a finding that there is no just reason to delay enforcement or appeal;



- k. Incorporate and set forth in full the Release in this Agreement, make the Release effective as of the date of the Effective Date, and forever discharge the Releasees from liability in connection with the Released Claims and all claims and causes of action that relate to the allegations, transactions, and subject matters that were raised or could have been raised based on or relating to the Released Claims in the Third Amended Complaint;
- l. Permanently bar and enjoin (i) all Class Members who have not been excluded from the Class, from filing, commencing, continuing, prosecuting, intervening in, participating (as a Class Member or otherwise) in, or receiving any benefits or other relief from any lawsuit (including a potential class action lawsuit), administrative, regulatory, or other proceeding in any jurisdiction that is based on or relates to the Released Claims or the claims or allegations that were raised in the Third Amended Complaint and this Action; and (ii) all Persons from organizing anyone that could have been a Class Member in this Action for purposes of pursuing, filing, commencing, prosecuting, or continuing as a purported class action any lawsuit against the Released Persons (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) that is based on or relates to the Released Claims or the allegations that were raised in the Third Amended Complaint or this Action;
- m. Authorizing the Parties, without further approval from the Court, to agree and adopt non-substantive amendments or modifications of this Agreement and all appendices attached to it as are consistent with the Final Approval Order and Judgment;
- n. Find that no opinion concerning the tax consequences of the Settlement to Class Members has been given, that no representations or warranties regarding such tax consequences are made in this Agreement, and that Class Members must consult their own tax advisers regarding the tax consequences of the Settlement, including any payments or credits provided or relief awarded under the Settlement and any tax reporting obligations under it;
- o. State that, without affecting the finality of the Final Approval Order and Judgment for purposes of appeal, the Court will retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of this Agreement and the Final Approval Order and Judgment, and for any other necessary purpose; and
- p. Incorporate any other provisions as the Court deems necessary and just.

## **X. RELEASE OF CLAIMS**

56. As an essential term of this Settlement and in consideration of the benefits and provisions contained in this Agreement, all Class Members (including Plaintiff and regardless of whether the Class Member submits a Claim Form) on behalf of themselves and their respective past, present, or future agents, parent entities (including intermediate and ultimate parents), subsidiary and/or affiliate corporations, Legally Authorized Representatives, representatives, trustees, parents, relatives, estates, successors, heirs, executors and administrators (the “Releasors”) promise, covenant, and agree that, upon the Effective Date, the Releasors shall make the following releases:

Releasors fully and irrevocably release, acquit, and forever discharge Defendant and their past, present, and future parent entities (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past, present, and future agents, officers, directors, employees, representatives (including but not limited to Legally Authorized Representatives), attorneys, heirs, administrators, executors, and insurers from any liability for the Released Claims;

57. All Class Members hereby agree that they shall not hereafter seek to sue or otherwise establish liability against any Released Person based, in whole or in part, on any of the Released Claims.

58. IN ADDITION, EACH CLASS MEMBER HEREBY EXPRESSLY WAIVES AND RELEASES, UPON THE EFFECTIVE DATE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR ANY OTHER STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

- a. “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 SETTLEMENT WITH THE DEBTOR.”

59. Nothing contained in this Agreement shall preclude the enforcement of the terms of this Agreement or the Final Approval Order and Judgment.

#### **XI. CLAIM FORM SUBMISSIONS AND CLAIM FORM VALIDITY**

60. In order to receive the remedies provided for under this Agreement, Class Members must submit claims to the Claims Administrator. To make a claim, a Class Member must submit a Claim Form (Appendix A), and any required supporting documentation, to the Claims Administrator by first class mail, postage prepaid, or through the website established by the Claims Administrator described previously in par. 37 no later than seven (7) days before the date of the Fairness Hearing. Any Class Member who fails to timely submit a complete Claim Form will be forever barred from receiving payment pursuant to the terms of this Agreement.

61. Each Class Member shall submit its Claim Form(s) in accordance with the instructions of the Claim Form.

62. On the Claim Form, a Class Member must provide the following:

i. A verified statement, under penalty of perjury, that said Class Member purchased, not for purposes of resale, in Missouri or Illinois a container of HEX Hand Sanitizer on or after May 15, 2017 and must provide the store or retail location (including city and state) at which the hand sanitizer was purchased, the size of the container purchased, and the quantity of containers purchased.

ii. For Class Members claiming purchases in excess of two 12.6 fluid ounce containers of Hex Hand Sanitizer, the Class Member must provide the verified statement described in paragraph 62(i) and sufficient proof of purchase such as receipts or other documentation, issued concurrently with the purchase, demonstrating the items of information provided pursuant to paragraph 62(i).

iii. For Class Members claiming purchases of one gallon containers of Hex Hand Sanitizer, the Class Member must provide the verified statement described in paragraph 62(i) and sufficient proof of purchase such as receipts or other documentation,

issued concurrently with the purchase, demonstrating the items of information provided pursuant to paragraph 62(i).

iv. For Class Members claiming purchases of five gallon containers of Hex Hand Sanitizer, the Class Member must provide the verified statement described in paragraph 62(i) and sufficient proof of purchase such as receipts or other documentation, issued concurrently with the purchase, demonstrating the items of information provided pursuant to paragraph 62(i).

## **XII. INITIAL CLAIM DETERMINATIONS**

63. Upon receiving the Claim Form, the Claims Administrator shall determine whether a Claim Form contains the requisite verification and whether the claim form identifies a valid store or retail location where hand sanitizer was sold, and in the case of claim forms seeking payment for purchases in excess of two 12.6 fluid ounce containers or seeking payment for purchases of a one gallon or five gallon container, whether sufficient proof of purchase has been provided. The Defendant shall provide to the Claims Administrator, a list of the stores or retail locations where HEX hand sanitizer was sold, so that the Claims Administrator may examine whether the Claim Form identifies a valid store or retail location where HEX was purchased. If a Class Member submits an incomplete or invalid Claim Form, the Claims Administrator or Defendant shall notify the Class Member, by email, within one hundred (100) days of the due date for Claim Form submissions (“Deficiency Notice”). For incomplete or invalid Claim Forms, the Class Member shall have thirty (30) days from the date of the Deficiency Notice to provide the missing information. Failure to provide the missing information in any case will result in the claim being denied, and the Class Member will have waived its right to any remedies in this Agreement.

64. In the event any Defendant or the Claims Administrator receives a Claim Form or any other notice of claim (i) from a Person who is not a Class Member, (ii) from a Class Member who submits a claim outside the Class Period or (iii) concerning any claim expressly excluded

from this Agreement under Paragraph 43, the Defendant or the Claims Administrator shall send the claimant an email advising the claimant that he, she or it is not entitled to the class remedies set forth in Section III of this Agreement for that claim.

### **XIII. CLAIM PAYMENTS**

65. Defendant shall make all payments due on all valid claims submitted by Class Members within thirty (30) days of the Effective Date. The Claims Administrator shall be responsible for collecting the necessary funds from the Defendant and issuing the payment checks on each Defendant' behalf to individual Class Members.

### **XIV. COMMUNICATIONS WITH (POTENTIAL) CLASS MEMBERS**

66. Communications with (potential) Class Members regarding the Settlement shall be handled through Class Counsel and/or the toll-free number line operated by the Claims Administrator. Defendant will not be privy to or respond to inquiries between Class Counsel and (potential) Class Members.

67. Defendant shall not communicate with (potential) Class Members about the Settlement, except as expressly provided in this Agreement. In the event a (potential) Class Member requests information regarding the Settlement from a Defendant, the Defendant shall direct the (potential) Class Member to Class Counsel or the Claims Administrator.

### **XV. REPRESENTATION OF OPT OUTS**

68. Because of the potential conflicts of interest, or appearance of such conflicts, that such representation might cause, Class Counsel shall not (i) encourage potential Class Members to seek exclusion from the Class or (ii) encourage any future litigations against any of the Defendant regarding the subject matter of this action. or (iii) represent any Persons excluded

from the Class pursuant to Section VIII in future potential class action lawsuits against any of the Defendant regarding the subject matter of this action.

#### **XVI. ATTORNEYS' FEES, COSTS AND EXPENSES, AND INCENTIVE AWARD**

69. Subject to the Court's approval, Defendant agree to pay Class Counsel an amount not to exceed a total of \$22,500.00 for attorney's fees and costs, in addition to and without diminishing in any way the benefits afforded to the Class under this Agreement. Class Counsel agrees not to seek approval of an award for attorneys' fees and costs and expenses in an amount exceeding \$22,500.00. Defendant agree not to oppose Class Counsel's application to the Court for approval of the attorneys' fees and costs and expenses, so long as that application does not seek more than \$22,500.00 in total.

70. Defendant will pay Class Counsel the entire amount of the approved attorneys' fees and costs and expenses within thirty (30) days of the Effective Date.

71. Subject to the Court's approval, Defendant agree to pay Plaintiff an incentive award not to exceed \$500.00 per named Plaintiff (\$1,000.00 total), in addition to and without diminishing in any way the benefits afforded to the Class under this Agreement. Defendant will not oppose Class Counsel's application to the court for approval of that incentive award to named Plaintiff, so long as that incentive award does not seek more than \$500.00 per named Plaintiff (\$1,000.00 total)

72. Defendant will pay Plaintiff the entire amount of approved incentive award within thirty (30) days of the Effective Date.

#### **XVII. MODIFICATION OR TERMINATION OF THIS AGREEMENT**

73. The terms and provisions of this Agreement may be amended, modified, or expanded by agreement of the Parties and approval of the Court without additional notice to the

Class unless such notice is required by the Court; *provided however*, that the parties may agree to non-substantive amendments or modifications of this Agreement and their implementing documents (including any appendices or exhibits to them) without notice to or approval by the Court if such changes are consistent with the Court's Final Approval Order and Judgment.

74. Any amendment, modification, or expansion of this Agreement must be made by written instrument signed by each Party or on behalf of each party by its Legal Authorized Representative.

75. Defendant and Plaintiff shall have the right, but not the obligation, exercisable at their respective discretion, to terminate this Agreement by delivering upon ten (10) days written notification of such election to counsel for the other, within ten (10) business days after notice of the occurrence of any of the following events:

- a. The Court's failure to approve the terms of this Agreement;
- b. The Court's rejection, disapproval, modification or attempt to modify any portion of this Agreement that either Defendant or Plaintiff, in their sole judgment and discretion, believes is material; or
- c. An appellate court's failure to completely and unconditionally affirm any portion of the Preliminary Approval Order or Final Approval Order and Judgment that any of the Defendant or Plaintiff, in their sole judgment and discretion, believes is material.
- d. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Plaintiff's motion for attorneys' fees or the Plaintiffs' incentive fee shall not prevent the Agreement from becoming final, nor shall it be grounds for termination.

76. Defendant shall have the right, but not the obligation, to terminate this Agreement if more than ten percent (10%) of the potential Class Members opt out of the Class. To exercise this right, counsel for Defendant must provide written notice to Class Counsel within fifteen (15) days of the last day on which potential Class Members can provide Exclusion Forms.

77. In the event that the Settlement is not consummated for any reason, whether due to a termination of this Agreement in accordance with its terms, a failure or refusal of the Court to approve the Settlement, a reversal or modification of the Court's approval of the Settlement on appeal, or due to provisions under Paragraph 75 or 76 of this Agreement, or any other reason, this Agreement shall be null and void, and the Parties shall litigate the Action as though the Agreement had never been entered. Specifically, if the Settlement shall fail for any reason other than a breach by Defendant or Plaintiff, or if this Agreement is terminated by Defendant or Plaintiff pursuant to the terms of this Section, the following shall apply:

- a. This Agreement and the Settlement shall have no further force or effect, and all proceedings that have taken place with regard to this Agreement and the Settlement shall be without prejudice to the rights and contentions of the Parties and any of the Class Members;
- b. This Agreement, all of its provisions, and all negotiations, statements, and proceedings relating to them shall be without prejudice to the rights of any of the Parties, each of whom shall be restored to their respective positions existing immediately before settlement negotiations and the execution of this Agreement and the Parties expressly and affirmatively reserve all claims, remedies, defenses, arguments, and motions as to all causes of action that have been or might be later asserted in the Action;
- c. This Agreement, any provision of this Agreement, and the fact of this Agreement having been made, shall not be admissible or entered into evidence for any purpose whatsoever;
- d. Any judgment or order entered after the date of this Agreement, and relating to this Agreement, will be vacated and will be without any force or effect; and
- e. The Parties hereby agree that they will not thereafter argue or raise a claim or defense, including, but not limited to, waiver, estoppel, and other similar or related theories, based on this Agreement and any related pleadings and filings, including any provision of this Agreement, the fact of this Agreement having been made, and any settlement negotiations.

78. Paragraph 78 shall survive the termination of this Agreement.



## **XVIII. DENIAL OF LIABILITY**

79. Defendant expressly deny any wrongdoing alleged in the Complaint and this Action and do not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against them in the Action. However, Defendant consider it desirable for the Action to be settled and dismissed, because the Settlement will: (i) provide substantial benefits to Class Members; (ii) finally put the claims of Plaintiff and the Class and the underlying matters to rest; and (iii) avoid the substantial expense, burden, and uncertainties associated with the continued litigation of those claims. In the event the Settlement is not finally approved for any reason, Defendant shall retain the right to contest the Action and/or any other case on any ground.

80. In no event will this Agreement, any of its provisions or any negotiations, statements, or proceedings relating to them in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Agreement. Neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing, or seeking approval of this Agreement, shall be deemed (i) evidence or an admission or concession of any liability or wrongdoing whatsoever on the party of any person or entity, including, but not limited to Defendant, Plaintiff, or the Class, or as a waiver by Defendant, Plaintiff, or the Class of any applicable claims or defenses; and (ii) an admission by Defendant that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendant from opposing or asserting any argument it may have with respect to certification of any class(es) or subclass(es) in any proceeding. The Parties hereby agree that they will not argue or

raise a claim or defense, including, but not limited to, waiver, estoppel, and other similar or related theories, that the Agreement and related pleadings and filings, any provision of this Settlement the fact of this Settlement having been made, and any settlement negotiations preclude Defendant from opposing certification or the claims in the Action or in any other proceeding. The Parties further agree that, to the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected therewith, shall be offered as evidence, received in evidence, or used as precedent in any pending or future civil, criminal, or administrative action or proceeding, to establish any liability or admission by Defendant, except in any proceedings brought to enforce the Agreement.

#### **XIX. CONFIDENTIALITY AND RETENTION OF RECORDS**

81. Defendants maintain that the following constitutes highly confidential and proprietary business information (the “Proprietary Information”): (i) the names, addresses and other data concerning Class Members compiled by Defendants or the Claims Administrator in effectuating the Settlement; and (ii) the electronic data processing and other record keeping procedures and materials to be utilized by Defendants or the Claim Administrator in identifying the Class Members and effectuating Defendants other obligations under this Agreement and/or the Settlement. The confidentiality of all Proprietary Information provided to Class Counsel by Defendants shall be protected from disclosure by Class Counsel and/or other attorneys for the Plaintiff in this Action, or any Class Member or his, her or its counsel, to any persons other than those described in below.

82. No persons other than Defendant, Defendant’ counsel, and clerical/administrative personnel employed by Defendant or Defendant’ counsel, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Claims Administrator, and

such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information. Plaintiff and Class Counsel agree that they will not use the Proprietary Information in any way in this litigation should it not settle, or in any other proceeding (unless such information was otherwise publicly available).

83. Within thirty (30) days of the completion of all obligations under the Settlement, Class Counsel will either return to all Defendant or certify secure destruction of any confidential documents or Proprietary Information provided by any of the Defendant to Class Counsel during this litigation and any work product derived from such confidential documents. Further, neither Class Counsel nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

84. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until it is filed with the Court or the first public announcement jointly approved by the Parties, whichever comes first; *provided however*, that this Paragraph will not prevent (i) Defendant disclosure to regulators, rating agencies, independent accountants, advisers or financial analysts, or counsel for Defendant disclosure to any other person or entity to whom such disclosure is necessary to effectuate the terms of this Settlement (such as experts, courts, and/or the Claims Administrator); and (ii) Class Counsel's disclosure to any other person or entity to whom such disclosure is necessary to effectuate the terms of this Settlement (such as experts, courts and/or the Claims Administrator).

85. Class Counsel and the Plaintiff, and any Class Member or his, her or its counsel, shall not make any statements to the media, orally or in writing, about the Action or this

Agreement, other than statements which are fully consistent with this Agreement and the Class Notice, except in a *bona fide* court proceeding relating to the subject matter of the Action.

86. Nothing in this Agreement shall be construed to require the Claims Administrator, Class Counsel, or Defendant to retain records beyond their respective, discretionary, record retention policies, except, however, the Claims Administrator, Class Counsel, and Defendant shall retain all correspondence from potential Class Members relating to the Settlement for a period of up to one (1) year after the Effective Date. After that time, the Claims Administrator, Class Counsel, and Defendant may destroy documentary records that they have in their possession.

## **XX. TAX OBLIGATIONS**

87. Tax obligations which may arise by virtue of the payments made pursuant to this Agreement, if any, are solely the responsibility of the Persons who receive such payments, and are not in any way the responsibility of Defendant or Class Counsel. The Parties to this Agreement do not in any way express any belief or opinion regarding the existence of such tax obligations and do not undertake to provide any advice to any Class Member regarding any tax obligations which may arise by virtue of any payments made pursuant to this Agreement.

## **XXI. MISCELLANEOUS PROVISIONS**

88. The Parties and their undersigned counsel agree to undertake their best efforts and to cooperate with each other to effectuate this Agreement and the terms of the Settlement, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise.

89. Except as otherwise provided, this Agreement sets forth the entire agreement among the Parties with respect to its subject matter, and it may only be altered or modified as set

forth in Section XVIII. The Parties expressly acknowledge that this Agreement supersedes any prior agreements or understandings between them.

90. The terms of this Agreement are and shall be binding upon each of the Parties, upon each of their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties, including any Class Member.

91. To the extent there are disputes regarding the interpretation of any term of this Agreement, the Parties will attempt to resolve any such dispute in good faith. If the Parties fail to resolve the dispute, the Court retains jurisdiction over the Settlement and the interpretation of this Agreement. Except as otherwise set forth in this Agreement, any action to enforce this Agreement will be commenced in the Court.

92. This Agreement shall be subject to, governed by, construed in light of, and enforced pursuant to the laws of the State of Illinois.

93. The appendices to this Agreement are integral parts of the Settlement and are hereby incorporated and made part of this Agreement.

94. To the extent permitted by law, this Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement.

95. All time periods set forth in this Agreement will be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by court order, the day of the act, event, or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included unless it is a Saturday, a Sunday, or a legal holiday, or, when the act to be done is filing

of a paper in court, a day on which weather conditions have made the office of the Clerk of the Court inaccessible, in which event the period will run until the end of the next day that is not one of the aforementioned days. The term “legal holiday” as used herein includes New Year’s Day, the Birthday of Martin Luther King, Jr., President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other day appointed as a holiday by the President or the Congress of the United States.

96. The Parties reserve the right to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement. Any such modification will only be valid to the extent it complies with the requirements set forth in Section XVIII or as otherwise explicitly provided for in this Agreement.

97. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties and/or their counsel. In the event counsel for a party executes the agreement on behalf of its client, that counsel represents that he or she is authorized to enter into this Agreement on behalf of its client.

98. None of the Parties shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter. All Parties agree that this Agreement was drafted jointly by all counsel for the Parties at arm’s length.

99. This Agreement may be executed in counterparts, each of which shall constitute a duplicate original.

Dated: February 10, 2022

For the Plaintiff and on behalf of the Settlement Class:

*Willie B. Hadley*  
Willie B. Hadley

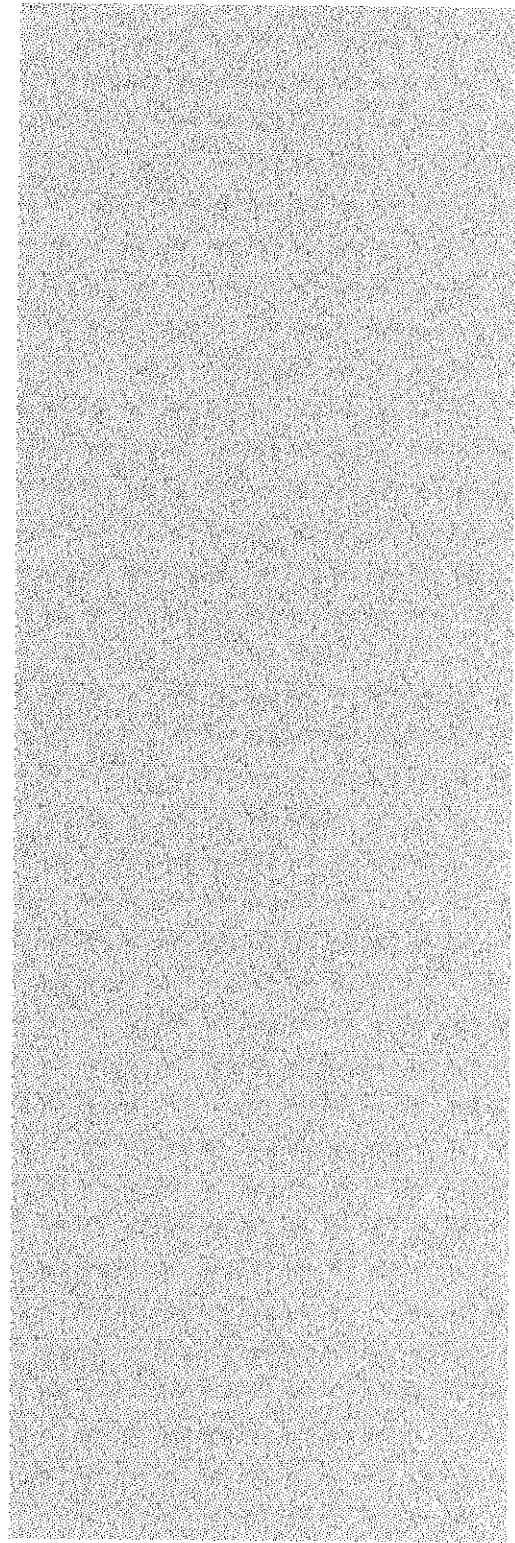
*Molly J. Kindrick*  
Molly Kindrick

For the Defendant:

\_\_\_\_\_  
Name:  
Title:

**APPENDICES**

Claim Form .....A  
Publication Notice Form .....B  
Exclusion Form .....C

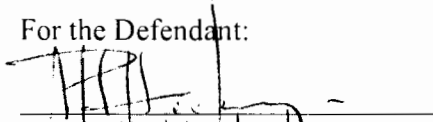


For the Plaintiff and on behalf of the Settlement Class:

\_\_\_\_\_  
Willie B. Hadley

\_\_\_\_\_  
Molly Kindrick

For the Defendant:

  
\_\_\_\_\_  
Name: Nath Heckemeyer  
Title: member

**APPENDICES**

Claim Form .....A

Publication Notice Form .....B

Exclusion Form .....C



**APPENDIX A  
CLAIM FORM**

CIRCUIT COURT OF THE STATE OF ILLINOIS COUNTY OF MONROE  
*Sugarmill Distilling, LLC. Class Action Settlement, Case Nos. 2020-L-13*

YOUR CLAIM FORM MUST BE COMPLETED ELECTRONICALLY ON THE  
SETTLEMENT WEBSITE NO LATER THAN \_\_\_\_\_.

Please read the full Notice (available at [www.\\_\\_\\_\\_\\_](http://www._____)) carefully before filling out this  
Claim Form.

To be eligible to receive any money from the settlement obtained in this class action, you  
must submit your Claim Form online at [www.\\_\\_\\_\\_\\_](http://www._____) on or before \_\_\_\_\_.  
Failure to submit your completed Claim Form on time by the deadline will result in the rejection  
of your claim and you will not receive any money from this settlement.

**PART 1: CLAIMANT INFORMATION**

Claimant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Evening Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

**PART 2: PURCHASE INFORMATION**

State the number and size of containers of Hex Hand Sanitizer in Illinois or Missouri and the name and  
city of the store or retail location where you purchased the Hex Hand Sanitizer between May 15, 2017  
and \_\_\_\_\_ the quantity you purchased.

	NAME OF STORE OR RETAIL LOCATION WHERE CONTAINER OF HEX HAND SANITIZER WAS PURCHASED INCLUDING CITY AND STATE	CONTAINER SIZE	QUANTITY
1			
2			
3			
4			
5			
	<b>TOTAL:</b>		

If you are claiming that you purchased more than two 12.6 fluid ounce containers of Hex Hand Sanitizer, or if you are claiming that you purchased a one gallon or five gallon container(s) of Hex Hand Sanitizer, you must attach Proof(s) of Purchase such as receipts or other documentation, issued concurrently with the purchase, demonstrating the items of information above. Failure to include Proof of Purchase for such claims and/or the submission of false or fraudulent claims may result in your claim being rejected in its entirety.

**PART 3: SIGNATURE**

To the best of my knowledge and under penalty of perjury, I purchased, not for resale purposes, between May 15, 2017, and \_\_\_\_\_, containers of Hex Hand Sanitizer in Illinois or Missouri in the quantities and sizes identified above and at the locations identified above and that I am a member of the Settlement Class.

Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_

## APPENDIX B

### If you Purchased “HEX” hand sanitizer in Illinois or Missouri, a class action Settlement may affect you.

A settlement has been proposed in a class action involving consumers who purchased “HEX” hand sanitizer, HEX hand sanitizer is manufactured by Sugarmill Distilling, LLC. The case arises under the Illinois Consumer Fraud and Deceptive Business Practices Act and the Missouri Merchandising Practices Act and other laws. The full terms of the settlement (the “Settlement”) are set forth in full in a settlement agreement (the “Settlement Agreement”). Capitalized terms not defined herein have the same meanings as they do in the Settlement Agreement.

#### What’s the case about?

The Plaintiff contends that the Defendant via mislabeling of containers of HEX hand sanitizer, as 99% effective against all germs when it was not 99% effective against all germs, has engaged in consumer protection violations, including but not limited to, violations of 8/5 ILCS 505/2 et seq. and Mo. Rev. Stat. 508-010 et seq., and other legal wrongs which have damaged the Plaintiff and the Class (as defined below).

#### What is the settlement?

If you are a member of the Class, and if you timely submit a Claim Form – including provision of certain information claim – you may become eligible for a payment.

Payments on valid claims will be in the amount of \$3.00 per 12.6 fluid ounce container purchased; \$20.00 per one gallon container purchased; and \$70,00 per five gallon container purchased. The Settlement Agreement describes all the details of how these payments will be made.

All payments are subject to the terms and conditions set forth in the Settlement Agreement.

#### Who can participate?

You must be a Class Member. The Class is composed of all Persons who purchased, not for resale purposes, in the State of Illinois and State of Missouri Defendant Sugarmill’s product(s), regardless of the fluid ounces contained in each container, that is labeled as “HEX hand sanitizer”, within 3 years prior to the filing of the Complaint until final Judgment, but excludes Persons meeting the foregoing criteria who timely exclude themselves from the Class.

#### How do you make a Claim?

You must obtain a Claim Form from the settlement website ([www.\\_\\_\\_\\_\\_.com](http://www._____.com)). You must fill it out, provide any information required for the claim, sign it, and provide any information requested in any

Deficiency Notice. The Claim Form must be mailed first class postage prepaid to the Settlement Administrator’s address on the settlement website or submitted via the settlement website no later than [Date]. Submitting a claim does not guarantee a payment. Claims will be verified and substantiated. You will be bound to all the terms of the Settlement even if your Claim is denied.

#### What are your options if you are a Class Member?

You can do nothing, in which case you will be bound by the terms of the Settlement but will receive no payments.

You can submit a timely Claim Form and provide any information requested in a Deficiency Notice, which may result in you receiving a payment.

If you wish to make an objection to the Settlement, you must do so in writing filed with the Clerk of the Court and postmarked no later than [Date]. You must also include all the materials and information required for objections that are listed in the Settlement Agreement. By objecting, you remain bound to the Settlement if the Court approves it.

If you do not wish to be bound by the Settlement, you must fill out and submit the Exclusion Form (often called “opting out”). The Exclusion form must be mailed first class postage prepaid to the Settlement Administrator’s address on the settlement website or submitted via the settlement website no later than [Date]. Excluding yourself means you are not bound by the Settlement, and also that you will receive no payment. It also means you cannot object to the Settlement.

#### What are the attorneys’ fees?

Class Counsel may ask the Court to award them up to \$22,500.00 in attorneys’ fees and costs and up to \$1,000.00 in incentives to the Plaintiff. Class Members will not be responsible for paying these amounts.

#### Where can you get more information?

Copies of the Settlement Agreement, notices, Claim Form, and other important information can be found at [\[www.\\_\\_\\_\\_\\_.com\]](http://www._____.com). A toll-free number has also been set-up at [800-000-0000].

*Willie B. Hadley, Jr. and Molly Kindrick, individually and on behalf of all others similarly situated v. Sugarmill Distilling, LLC, Case No. 2020L13, venued in the Circuit Court for the Twentieth*

Judicial Circuit, Monroe County, Illinois. The Court will hold a final hearing on whether to approve the Settlement on **[Date]**. If you are in the Class, you may

appear at this hearing, but you are not required to. Please monitor the settlement website in case the hearing date is changed.

**APPENDIX C**  
Exclusion Form

IN THE CIRCUIT COURT OF MONROE COUNTY STATE OF  
ILLINOIS

**WILLIE B. HADLEY, JR., et al.,**

Plaintiffs,

v.

**SUGARMILL DISTILLING,**

Defendant.

Civil Action No. 2020-L-13  
Class Action

**OPT-OUT FORM**

I have read the **CLASS ACTION NOTICE** in this case.

I *do not* want to participate as a member of the class in this lawsuit.

I understand that by signing this form, ***I will not*** be represented by class counsel, ***I will not*** share in the Proposed Resolution in this case, and I must proceed on my own.

***DO NOT FILL OUT THIS  
FORM IF YOU WANT TO  
PARTICIPATE  
IN THE PROPOSED RESOLUTION OF THIS  
LAWSUIT***

If you choose *not* to participate in this case, date this Opt-Out Form, sign your name, and print your name, address, and phone number below.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature*  
First Name (Printed): \_\_\_\_\_  
Last Name (Printed): \_\_\_\_\_  
Address (Printed): \_\_\_\_\_  
City (Printed): \_\_\_\_\_  
State (Printed): \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**If you *do not* want to participate in this case, you must complete and submit this form via electronic submission on [www.\\_\\_\\_\\_\\_](#) by ***MONTH DATE***,**