

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

SHANA GUDGEL, on Behalf of
Herself and All Others Similarly
Situated,

Plaintiff,

CASE: 22-CV-01149-PGB-DCI

vs.

REYNOLDS CONSUMER
PRODUCTS, INC. & REYNOLDS
CONSUMER PRODUCTS, LLC,

Defendants.

**PLAINTIFF AND DEFENDANT'S JOINT MOTION FOR
SIXTY (60) DAY STAY TO FINALIZE SETTLEMENT**

Plaintiff Shana Gudgel (“Plaintiff”) and Defendant Reynolds Consumer Products, Inc. and Reynolds Consumer Products, LLC (“Reynolds,” and together with Plaintiff, the “Parties”), by and through undersigned counsel, hereby notify the Court, pursuant to Local Rule 3.09, that they have reached a settlement in principle (contingent on approval by Reynolds’s Board of Directors) that will resolve this action and two other cases pending in other federal courts raising similar issues to those here. In light of their settlement in principle, the Parties jointly move for a sixty day stay of all deadlines in this matter to allow the parties to finalize their settlement. In support, the Parties state:

1. The Complaint in this case purports to seek certification of a national and/or state class of purchasers of Defendant’s Hefty Recycling Trash Bags

product and asserts claims for relief under the consumer protection laws of the States of Florida.

2. Similar putative class actions have been filed in other jurisdictions purporting to assert similar claims. *See, e.g., Canaday v. Reynolds Consumer Products, Inc. and Reynolds Consumer Products, LLC*, United States District Court, Northern District of Illinois, Case No. 3:22-cv-01684; *Woolard v. Reynolds Consumer Products, Inc. and Reynolds Consumer Products, LLC*, United States District Court, Southern District of California, Case No. 1:22-cv-03513.

3. The Parties have achieved a settlement in principle in these matters that will resolve each of these related cases, including this one. The settlement is contingent on the approval of Reynolds's Board of Directors, which will vote on whether to approve the settlement on or around April 27, 2023.

4. The Parties request the Court to stay all deadlines in this matter for sixty (60) days to allow them to document and execute all settlement materials. On or before the end of the stay period, the Parties will report to the Court the settlement status. When appropriate, Plaintiff will file a stipulation of dismissal with this Court.

5. This motion is not filed for purposes of delay, to hinder Plaintiff's prosecution of her claims, or for any other improper purpose.

WHEREFORE, the Parties jointly request the Court enter an agreed order staying all deadline in this case for sixty (60) days, that is up to and including, June 19, 2023. If the settlement is not fully consummated by that time, the Parties will

report on the status at such time.

Dated: April 18, 2023

Respectfully submitted,

/s/ William Wright

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 18, 2023, I electronically filed the foregoing with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record on the Service List below via transmission of Notice of Electronic Filing generated by CM/ECF.

s/William Wright