

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

SHANA GUDGEL and CRAIG WOOLARD, Case No. 23LA00000486
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

REYNOLDS CONSUMER PRODUCTS
INC. and REYNOLDS CONSUMER
PRODUCTS LLC,

Defendants.

FILED

NOV 15 2023

Eric Cartwright Weinstock
CIRCUIT CLERK

FINAL APPROVAL ORDER AND JUDGMENT

This matter coming to be heard on the Class Representatives' Motion for Final Approval of Class Action Settlement and Motion for Payment of Attorneys' Fees and Costs to the Class Representatives' Counsel; Payment of Service Awards to the Class Representatives, and Payment of The Claims Administrator's Costs (collectively, the "Motions"), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Approval Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between the Class Representatives Shana Gudgel and Craig Woolard and Reynolds Consumer Products Inc and Reynolds Consumer Products LLC.
2. This Court has jurisdiction over the subject matter of the Action and personal jurisdiction over all Parties to the Action, including all Class Members.
3. The Court preliminarily approved the Settlement Agreement by Preliminary

Approval Order dated August 30, 2023, and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of the Motions, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on November 15, 2023, at 9:00 a.m., at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court, the Court now gives final approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Action, and the fact that the Settlement Agreement is the result of arms-length negotiations, including negotiations presided over by a neutral mediator, further support this finding.

7. The Settlement Agreement calls for a Settlement Class which consists of: all consumers in the United States who purchased the Products during the Class Period for personal, family, or household use. Excluded from this definition are (1) the Released Parties, (2) any government entities, (3) persons who made such purchase for the purpose of resale, (4) persons who made such purchase for business or commercial use, (5) persons who made a valid, timely request for exclusion, and (6) the judge presiding over the Action and the Hon. Wayne Andersen (Ret.), and any members of their immediate families.

8. One individual – Tara L. James – has made a request for exclusion and shall neither be bound by the Settlement, including the Released Claims, nor shall receive any benefit of the Settlement.

9. No class members have objected to the Settlement.

10. For settlement purposes only, the Court re-confirms the appointment of Plaintiffs as

Class Representatives for the Settlement Class.

11. For settlement purposes only, the Court re-confirms the appointment of the following counsel as Class Counsel, and finds they are highly experienced in class litigation and have adequately represented the Settlement Class: Michael Reese of Reese LLP and William Wright of The Wright Law Office, P.A.

12. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

13. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, applicable law, and the due process clauses of the United States and Illinois Constitutions.

14. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

15. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to the Class Representatives' and all other Class Members' claims against Defendants. The Court adjudges that the Released Claims

and all of the claims described in the Settlement Agreement are released against the Releasees.

16. The Court adjudges that the Class Representatives and all other members of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Releasees, as defined under the Settlement Agreement.

17. The Court further adjudges that, upon entry of this Final Approval Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of the Class Representatives and all other Class Members who did not validly and timely exclude themselves from the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, and agents, as set forth in the Settlement Agreement. The Releasees may file the Settlement Agreement and/or this Final Approval Order and Judgment in any action or proceeding that may be brought against them 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 issue preclusion or similar defense or counterclaim.

18. The Class Representatives and the other Class Members are permanently barred and enjoined from asserting, filing, commencing, prosecuting, pursuing, continuing, and/or seeking to reopen any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Releasees.

19. The Court approves payment of attorneys' fees and costs to Class Counsel in the amount of \$975,000 inclusive of costs and expenses. This amount shall be paid by Defendants in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for

attorneys' fees, costs and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arms-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Class Members. Finally, the Court notes that the Notice Form specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

20. The Court approves the requested Service Awards in the amount of \$5,000 to each of the Class Representatives (for a total of \$10,000) and specifically finds the amount to be reasonable in light of the services performed by the Class Representatives for the Settlement Class, including taking on the risks of litigation, and helping achieve the results to be made available to the Settlement Class. This amount shall be paid by Defendants in accordance with the terms of the Settlement Agreement.

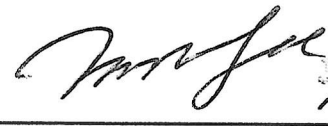
21. Neither this Final Approval Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendants or any of the Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Approval Order and Judgment is not a finding of the validity or invalidity of any claims in this

Action or a determination of any wrongdoing by Defendant or any of the Releasees. The final approval of the Settlement Agreement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of the Class Representatives or other Class Members, or Defendants.

22. The Court finds that no reason exists for delay in entering this Final Approval Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval Order and Judgment.

23. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Approval Order and Judgment and do not limit the rights of the Class Members.

IT IS SO ORDERED.


11-15-23

CIRCUIT JUDGE JOSEPH V. SALVI