

**IF YOU PURCHASED HEFTY AND GREAT VALUE BRAND RECYCLING BAGS FROM JULY 20, 2018 THROUGH AUGUST 30, 2023, YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*This is a court-authorized Notice. This is not a solicitation from a lawyer.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A settlement has been reached in a class action lawsuit against Reynolds Consumer Products, Inc. and Reynolds Consumer Products, LLC (“Reynolds” or the “Defendant”).
- Plaintiffs allege that Reynolds’s use of the claim “Recycling” on the packaging of its Recycling trash bags under the Hefty and Great Value brands was misleading because “Recycling” trash bags are not recyclable at many solid waste disposal facilities and are not suitable for the disposal of recyclable products at solid waste disposal facilities. Reynolds denies all of the allegations made by Plaintiffs. The Court has not made any determination about who is right.
- You are a member of the Settlement Class if you purchased Hefty and Great Value brand Recycling bags from July 20, 2018 through August 30, 2023. A full list of the Hefty and Great Value brand Recycling bags included in the Settlement can be found at [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com).
- The Settlement will provide cash payments from a Settlement Fund to members of the Settlement Class who submit a timely, valid, and approved Claim Form. If you are a member of the Settlement Class, you will need to file a Claim Form by the deadline to receive a cash payment.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	The only way to get a cash payment is to submit a valid Claim Form.	<b>December 13, 2023</b>
<b>EXCLUDE YOURSELF</b>	Get no cash payment and keep any right to file your own lawsuit against the Defendant and Released Persons about the legal claims in this case that are released by the Settlement Agreement.	<b>October 25, 2023</b>
<b>OBJECT</b>	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it, and you may still file a Claim Form for a cash payment.	<b>October 25, 2023</b>
<b>DO NOTHING</b>	Get no cash payment. Give up your legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No cash payments will be provided to members of the Settlement Class unless the Court approves the Settlement, and it becomes final.

**Questions? Go to [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) or call 1-877-272-3437.**

## WHAT THIS NOTICE CONTAINS

### **BASIC INFORMATION .....PAGE 3**

1. Why is this Notice being provided?
2. What is this lawsuit about?
3. Why is the lawsuit a class action?
4. Why is there a Settlement?

### **WHO IS INCLUDED IN THE SETTLEMENT.....PAGE 3**

5. How do I know if I am part of the Settlement?
6. What if I am still not sure whether I am part of the Settlement?

### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY .....PAGE 4**

7. What does the Settlement provide?
8. What can I get from the Settlement?
9. What am I giving up to receive a cash payment or stay in the Settlement Class?
10. Where can I find out about the rights that I give up if I stay in the Settlement Class?

### **HOW TO GET BENEFITS FROM THE SETTLEMENT .....PAGE 5**

11. How do I file a Claim Form for a cash payment?
12. What happens if my contact information changes after I submit a claim?
13. When will I receive my cash payment?

### **THE LAWYERS REPRESENTING YOU.....PAGE 5**

14. Do I have lawyers in this case?
15. How will Class Counsel be paid?

### **EXCLUDING YOURSELF FROM THE SETTLEMENT .....PAGE 6**

16. How do I get out of the Settlement?
17. If I exclude myself, can I get a cash payment from the Settlement?
18. If I do not exclude myself, can I sue the Defendant for the same thing later?

### **OBJECTING TO THE SETTLEMENT .....PAGE 6**

19. How do I tell the Court that I do not like the Settlement?
20. What is the difference between objecting and asking to be excluded?

### **THE FINAL APPROVAL HEARING.....PAGE 7**

21. When and where will the Court decide whether to approve the Settlement?
22. Do I have to attend to the Final Approval Hearing?
23. May I speak at the Final Approval Hearing?

### **IF YOU DO NOTHING.....PAGE 8**

24. What happens if I do nothing at all?

### **GETTING MORE INFORMATION.....PAGE 8**

25. How do I get more information?

**Questions? Go to [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) or call 1-877-272-3437.**

## BASIC INFORMATION

### 1. Why is this Notice being provided?

An Illinois state court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit, and about all of your rights and options, before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

This class action is pending in the Circuit Court of the Nineteenth Judicial District, Lake County, Illinois. The case is known as *Gudgel et al. v. Reynolds Consumer Products, Inc. et al.* Case No. 23LA00000486. The people who filed this lawsuit are called Plaintiffs, and the companies they sued are Reynolds Consumer Products, Inc. and Reynolds Consumer Products, LLC.

### 2. What is this lawsuit about?

Plaintiffs allege that Reynolds violated certain laws by mislabeling the recycling bags listed in Exhibit A of the Settlement Agreement (the “Products”), which are also listed in detail at [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) (the “Settlement Website”). Plaintiffs allege that the labeling of these Products is misleading because “Recycling” bags are not recyclable at many solid waste disposal facilities and are not suitable for the disposal of recyclable products at solid waste disposal facilities. Plaintiffs allege claims for violations of Illinois’s consumer protection laws and for common-law fraud.

Reynolds denies all of the allegations made by Plaintiffs, and all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged against it by Plaintiffs either on an individual basis, or on behalf of a class.

### 3. Why is the lawsuit a class action?

In a class action lawsuit, one or more person(s) called the named plaintiff sues on behalf of other persons and entities that have similar claims. The people and entities together are a “Settlement Class.” One court resolves the issues for everyone in the Settlement Class, except for those people who choose to exclude themselves (opt out) from the Settlement Class.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or the Defendant. Instead, both sides have agreed to a settlement. That way, they avoid the delay, risk, and cost of further litigation and a trial. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all members of the Settlement Class because of the benefits from the Settlement compared to the risks and uncertainty associated with continued litigation.

## WHO IS INCLUDED IN THE SETTLEMENT

### 5. How do I know if I am part of the Settlement?

You are a member of the “Settlement Class” if you are a consumer in the United States who purchased the Products listed in Exhibit A of the Settlement Agreement between July 20, 2018 and August 30, 2023. Generally, the Products include blue or clear plastic recycling bags sold under the Hefty and/or Great Value brands. They do not include opaque black and/or white-colored trash bags sold under the Hefty and/or Great Value brands (including but not limited to those sold under the Hefty Strong, Hefty Ultra Strong, Hefty Small Trash, Hefty Medium Trash, Hefty Contractor, Hefty Ultra Strong Renew, Great Value Strong Flex, Great Value Medium Trash, Great Value Small Trash, Great Value Kitchen, Great Value Multi-Purpose, Great Value Lawn & Leaf, Great Value Outdoor, and Great Value Sustainable Strong Flex product lines). Hefty Composting bags and Hefty EnergyBags are excluded from this Settlement. A full list of the Products can be found at the Settlement Website, [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com).

Specifically excluded from the Settlement Class are the following: (1) all manufacturers, distributors, retailers, sellers, and resellers of the Products listed in Exhibit A, including Reynolds and Walmart Inc., together with each and all of their respective present or former parent companies, subsidiaries, affiliates, predecessors, successors and assigns,

**Questions? Go to [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) or call 1-877-272-3437.**

and each and all of its respective present or former members, officers, directors, managers, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, co-manufacturers, distributors, any trust of which they are a settlor, trustee, or beneficiary, heirs, executors, administrators, successors, affiliates, and assigns of each of them, (2) any government entities, (3) persons who purchased the Products for the purpose of resale, (4) persons who purchased the Products 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.

## **6. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a member of the Settlement Class, you may go to the Settlement Website at [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com), call the Claim Administrator toll-free at 1-877-272-3437 or send an email to [info@recyclingbagsettlement.com](mailto:info@recyclingbagsettlement.com).

## **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

### **7. What does the Settlement provide?**

As a result of the Settlement, Reynolds has agreed to create a Settlement Fund of \$3,000,000. Cash payments from the Settlement Fund will be paid to members of the Settlement Class who submit timely, valid, and approved claims as described below.

This amount does not include the costs of the Claim Administrator, Attorneys' Fees and Costs, and the Service Awards, which shall be paid separately by Defendant.

### **8. What can I get from the Settlement?**

Members of the Settlement Class are eligible to receive a cash payment. To be eligible for a cash payment, you must submit a timely, valid Claim Form by the claim filing deadline.

A Settlement Class Member who submits a Valid Claim shall receive a cash payment of \$2.00 for each Product (listed in Exhibit A of the Settlement Agreement and shown at [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com)) purchased by the Settlement Class Member. A Settlement Class Member does not have to provide Proof of Purchase for the first six (6) Products claimed for a total of twelve dollars (\$12). Proof of Purchase is required for every Product claimed over six (6) Products. A Settlement Class Member can make a claim of up to twenty-five (25) Products for a total of fifty dollars (\$50). The total cash payment due to the Settlement Class Member will be provided via a single check payable to the Settlement Class Member.

Each Household is limited to and may only submit a single Claim Form and will receive no more than one cash payment.

### **9. What am I giving up to receive a cash payment or stay in the Settlement Class?**

Unless you exclude yourself, you will remain in the Settlement Class. If the Settlement is approved and becomes final, all the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendants and Released Persons about the legal claims in this case that are released by the Settlement Agreement. The rights you are giving up are discussed in the Settlement Agreement.

### **10. Where can I find out about the rights that I give up if I stay in the Settlement Class?**

The rights that you give up if you stay in the Settlement Class are discussed in the Settlement Agreement in section VII (titled "Releases"), section II (2.31) (titled "Released Claims"), and section II (2.32) (titled "Released Parties"). These sections describe the settlements' releases, the Released Claims, and the Released Parties in necessary legal terminology. Please read these sections carefully.

The Settlement Agreement is available at [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com). For questions regarding the Releases or what they mean, you can also contact the lawyers listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

**Questions? Go to [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) or call 1-877-272-3437.**

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 11. How do I file a Claim Form for a cash payment?

To file a claim for a cash payment, you must submit a timely, valid Claim Form. Your Claim Form must be postmarked or submitted online on or before **December 13, 2023**.

Claim Forms may be submitted online at [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) or printed from the website and mailed to the Claim Administrator at the address on the form. Claim Forms are also available by calling 1-877-272-3437 or by writing to:

*Gudgel et al. v. Reynolds Consumer Products, Inc.*  
Claim Administrator  
P.O. Box 2197  
Portland, OR 97208-2197

The quickest way to file a Claim Form is online.

### 12. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claim Administrator of your updated information. You may notify the Claim Administrator of any changes at:

*Gudgel et al. v. Reynolds Consumer Products, Inc.*  
Claim Administrator  
P.O. Box 2197  
Portland, OR 97208-2197  
[info@recyclingbagsettlement.com](mailto:info@recyclingbagsettlement.com)  
1-877-272-3437

### 13. When will I receive my cash payment?

If you file a timely, valid Claim Form, a cash payment will be provided to you by the Claim Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) for updates.

## THE LAWYERS REPRESENTING YOU

### 14. Do I have lawyers in this case?

The Court has appointed attorneys from the law firms of Reese LLP and The Wright Law Office, P.A. to represent you and the other Settlement Class Members. The lawyers are called Class Counsel or Plaintiffs' Counsel. They are experienced in handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court.***

#### REESE LLP

Michael R. Reese, Esq.  
100 West 93<sup>rd</sup> Street, 16<sup>th</sup> Floor  
New York, New York 10025  
(212) 643-0500

[mreese@reesellp.com](mailto:mreese@reesellp.com)

#### THE WRIGHT LAW OFFICE, P.A.

William Wright, Esq.  
515 N. Flagler Drive, Suite P-300  
West Palm Beach, Florida 33401  
(561) 514-0904

[willwright@wrightlawoffice.com](mailto:willwright@wrightlawoffice.com)

**Questions? Go to [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) or call 1-877-272-3437.**

## 15. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court for an award from Defendant of its attorneys' fees and costs in a total amount of no more than \$975,000. Class Counsel will also ask the Court to approve Service Awards not to exceed \$5,000 each (for a total of \$10,000) to the named class representatives for participating in this litigation and for their efforts in achieving the Settlement. If awarded by the Court, these attorneys' fees, expenses, and the Service Awards will be paid by Defendant. The Court may award less than these amounts for attorneys' fees, costs, and Service Awards.

Class Counsel's motion for attorneys' fees, expenses, and Service Awards will be made available on the Settlement Website at [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) before the deadline for you to object to the Settlement.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a cash payment from this Settlement, but you instead want to keep the right to sue or continue to sue the Defendant, on your own, about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

## 16. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete the exclusion form at the Settlement Website ([www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com)) or download and submit the completed exclusion form by mail to the Claim Administrator. You can also submit a written request for exclusion, which includes the following:

- The case name (*Gudgel et al. v. Reynolds Consumer Products, Inc. et al.* Case No. 23LA00000486);
- Your name, address, telephone number, and email address (if available); and
- A clear statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in *Gudgel et al. v. Reynolds Consumer Products, Inc. et al.* Case No. 23LA00000486.”

If not submitted online, the exclusion request must be sent to the Claim Administrator at the following address **postmarked by October 25, 2023**:

*Gudgel et al. v. Reynolds Consumer Products, Inc.*  
Claim Administrator  
P.O. Box 2197  
Portland, OR 97208-2197

You cannot exclude yourself by telephone and you cannot request exclusion on behalf of anyone else.

## 17. If I exclude myself, can I get a cash payment from the Settlement?

No. If you exclude yourself, you will not receive any money from this settlement. You can only get a cash payment if you stay in the Settlement and submit a valid Claim Form.

## 18. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and Released Persons about the claims that are released by the Settlement Agreement, even if you have litigation pending against the Defendant. You must exclude yourself from *this* Settlement Class to continue your lawsuit. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECTING TO THE SETTLEMENT

## 19. How do I tell the Court that I do not like the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no cash payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

**Questions? Go to [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) or call 1-877-272-3437.**

Any objection to the Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Each objection must include:

- (a) the case name and number (*Gudgel et al. v. Reynolds Consumer Products, Inc. et al.* Case No. 23LA00000486);
- (b) your name, address and telephone number;
- (c) the name, address, and telephone number of all counsel (if any) who represent you;
- (d) documents or testimony sufficient to establish membership in the Settlement Class;
- (e) a detailed statement of any objection asserted, including the basis for the objection;
- (f) whether you are, and any reasons for, requesting the opportunity to appear and be heard at the final approval hearing;
- (g) the identity of all counsel (if any) representing you who will appear at the final approval hearing and, if applicable, a list of all persons who will be called to testify in support of your objection;
- (h) copies of any papers, briefs, or other documents upon which the objection is based;
- (i) a detailed list of any other objections submitted by you, or your counsel, to any class litigations submitted in any state or federal court in the United States in the previous five (5) years (or affirmatively stating that no such prior objection has been made); and
- (j) your signature, in addition to the signature of your attorney (if any).

The written objection must be sent to the Claim Administrator at the following address, **so it is received by October 25, 2023**:

*Gudgel et al. v. Reynolds Consumer Products, Inc.*  
Claim Administrator  
P.O. Box 2197  
Portland, OR 97208-2197

The objection may be submitted by mail, express mail, electronic transmission, or personal delivery.

Failure to include documents or testimony sufficient to establish membership in the Settlement Class shall be grounds for overruling and/or striking the objection on grounds that the objector lacks standing to make the objection. Failure to include any of the information or documentation set forth in this paragraph also shall be grounds for overruling an objection. The Parties may respond to any objection to the Settlement with appropriate arguments and evidence.

## **20. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

## **THE FINAL APPROVAL HEARING**

## **21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **November 15, 2023, at 9:00 a.m.** before The Honorable Joseph V. Salvi of the Circuit Court of the Nineteenth Judicial District, Lake County, Illinois. The Court could change the day, time or location of the Hearing, so you should check the Settlement Website [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) to confirm. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Class Counsel's application for attorneys' fees, expenses, and the Service Awards to class representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

## **22. Do I have to attend to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to attend the Final Approval Hearing to talk about it. As long as you file your written objection on time the Court will consider it.

**Questions? Go to [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) or call 1-877-272-3437.**

### **23. May I speak at the Final Approval Hearing?**

Yes. As long as you do not exclude yourself, and you file an objection, you can (but do not have to) participate and speak for yourself in this litigation and Settlement. This is called making an appearance. You also may have your own lawyer speak for you at the hearing, but you will have to pay for the lawyer yourself. You may also appear at the Final Approval Hearing without submitted a written objection upon a showing of good cause.

## **IF YOU DO NOTHING**

### **24. What happens if I do nothing at all?**

If you are a member of the Settlement Class and you do nothing, you will not receive a cash payment. You will give up your rights as explained in the “Excluding Yourself from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant and Released Persons about the legal claims that are released by the Settlement Agreement.

## **GETTING MORE INFORMATION**

### **25. How do I get more information?**

You can email the Claim Administrator at [info@recyclingbagsettlement.com](mailto:info@recyclingbagsettlement.com) or call 1-877-272-3437 toll free. You can also visit the website at [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com), which will include a list of key deadlines and have links to the class notices, claim form, preliminary approval order, motions for preliminary and final approval and attorneys’ fees, and other important documents in the case.

This Notice summarizes the Settlement. For the precise terms of the Settlement, please see the Settlement Agreement available at [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) or by contacting Class Counsel at the contact information listed in question 14 above.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE REGARDING THIS NOTICE, THE SETTLEMENT OR THE CLAIM PROCESS.**

**Questions? Go to [www.recyclingbagsettlement.com](http://www.recyclingbagsettlement.com) or call 1-877-272-3437.**