

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

SHANA GUDGEL and CRAIG WOOLARD,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

REYNOLDS CONSUMER PRODUCTS
INC. and REYNOLDS CONSUMER
PRODUCTS LLC,

Defendants.

Case No. 23LA00000486

**DECLARATION OF MICHAEL REESE IN SUPPORT OF
THE CLASS REPRESENTATIVES' MOTION FOR
PAYMENT OF ATTORNEYS' FEES AND COSTS TO THEIR COUNSEL;
PAYMENT OF SERVICE AWARDS TO THE CLASS REPRESENTATIVES;
AND PAYMENT OF THE CLAIMS ADMINISTRATOR'S COSTS**

I, Michael Reese, hereby aver, pursuant to 735 ILCS 5/1-109, that I am fully competent to make this Declaration, that I have personal knowledge of all matters set forth herein unless otherwise indicated, and that I would testify to all such matters if called as a witness in this matter.

1. I am the founding and managing partner at Reese LLP and am Court appointed co-lead Class Counsel¹ in this action. I make this declaration in support of the motion of the Class Representatives and Class Counsel for an order granting payment of attorneys' fees and costs to the Class Representatives' counsel; payment of services awards to the Class Representatives; and payment to the Claims Administrator for its costs in providing notice to the Class of the Settlement and claims administration.

¹ All capitalized terms herein have the same meaning as the capitalized terms defined in the Settlement Agreement previously filed with the Court on August 18, 2023.

2. Reese LLP has extensive class action experience. Reese LLP has been appointed as class counsel in numerous class actions, both in state and federal courts, including but not limited to: *In re Fairlife Milk Products Marketing and Sales Practices Litig.*, case no. 1:19-cv-03924-RMD (N.D. Illinois) ([the attorneys of Reese LLP as co-lead] “Class Counsel have significant experience in prosecuting class actions and complex cases such as this Litigation...[and] have and will fairly and competently represent the interests of the Class...[T]he Court finds that Class Counsel has created significant value for the Settlement Class in negotiating an excellent settlement.”); *In re Seresto Flea and Tick Collar Marketing, Sales Practices and Products Liability Litig.*, case no. 21-cv-04447 (N.D. Illinois); *Golden v. Banco Popular de Puerto Rico*, case no. 20-cv-00095 (D.V.I.) (“With respect to the skills of the attorneys involved, [the attorneys of Reese LLP as] Class Counsel...are quite experienced in litigating these type of class action cases and they pursued the case with diligence.”); *Hemphill v. Telecom Evolutions, LLC*, case no. 18STCV08068 (Los Angeles Superior Court); *Wong v. Alacer Corp.*, case no. CGC-12-519221 (San Francisco Superior Court); *Mitchell v. Intero Real Estate Services*, 18-cv-05623-BLF (N.D. Cal.); *Vizcarra v. Unilever United States, Inc.*, case no. 4:20-CV-02777-YGR (N.D. Cal.); *Rosen v. Unilever United States Inc.*, case no. 09-02563 (N.D. Cal.); *Yoo v. Wendy's Corp.*, case no. 07-4515 (C.D. Cal.) (stating that Reese LLP “has conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy”); *In re Hill's Pet Nutrition, Inc. Dog Food Products Liability Litig.*, case no. 19-md-2887 (D. Kansas); *Frohberg v. Cumberland Packaging Corp.*, Case No. 1:14-cv-0748-RLM (E.D.N.Y.); *Howerton v. Cargill, Inc.*, Case No. 13-cv-0336 (D. Hawaii); and *Ferrera v. Snyder's-Lance, Inc.*, case no. 13-cv-62496 (S.D. Fla.).

3. Prior to filing this action, my firm and my co-counsel, The Wright Law Office, P.A. engaged in extensive pre-suit investigation, which included identifying the marketing, labeling and use of Defendants' recycling bags.

4. The Wright Law Office, P.A. and my firm Reese LLP also litigated together a predecessor action on behalf of Ms. Gudgel in the Florida. That action was initially filed on July 4, 2022 in Florida. In that action, Defendants filed a motion to dismiss, which we opposed. The Parties also engaged in discovery in that matter, and exchanged numerous discovery requests, including requests for the production of documents, requests for admission and interrogatories.

5. On October 28, 2022, Mr. Woolard filed a class action in California.

6. At the same time, the Parties engaged in extensive settlement negotiations with the assistance of an esteemed mediator – the Honorable Wayne Andersen (Ret.), who previously served both as a judge in Illinois Superior Court (in Cook County) and as a judge in the Northern District of Illinois. Judge Andersen is now a full-time mediator at JAMS Illinois.

7. As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged discovery, including on issues such as the size and scope of the putative class and certain facts related to the strength of Defendants’ defenses. Accordingly, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses as well as the risks of continued litigation.

8. The initial mediation took place on December 14, 2022, and lasted the entire day. While the Parties engaged in good faith negotiations, which were at arm’s length at all times, they failed to reach an agreement that day but continued the mediation. On April 13, 2023, the parties held an additional day of mediation and reached an agreement in substance.

9. Soon thereafter, on July 20, 2023, my firm and co-counsel filed a nationwide class action on behalf of Ms. Gudgel and Mr. Woolard in the Superior Court of Lake County, Illinois. We filed in Lake County because it encompasses the location where Defendants are headquartered and because there is no question regarding jurisdiction (given that Defendants are headquartered in Lake County, Illinois).

10. In the weeks following, my firm and my co-counsel negotiated and finalized the full-form Settlement Agreement, selected a Settlement Administrator, and prepared a motion for preliminary approval, which was filed on August 18, 2023.

11. On August 30, 2023, this Court issued an Order Granting Preliminary Approval.

12. Since then, my firm and co-counsel have worked with the Court-appointed Settlement Administrator, Epiq Class Action & Claims Solutions, Inc. (“Epiq”), to effectuate the Court-ordered Notice. I have fielded inquiries from Settlement Class Members, answering their questions and assisting them in filing claims.

13. Since class notice has been disseminated, my firm and my co-counsel have also worked with Epiq on a weekly basis to monitor settlement claims and any issues that may arise.

14. The resulting Settlement secures an excellent recovery for the Settlement Class. Pursuant to the Settlement, Defendants will implement changes to the label of the Products and establish a cash Settlement Fund of up to \$3,000,000, which will be used to pay Approved Claims. *See* Settlement ¶ 5.1. Settlement Class Members will be entitled to a check payment of \$2.00 for each Product (listed in Exhibit A of the Settlement Agreement) 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). *Id.* ¶ 3.5.

15. In addition, Defendants shall separately pay (1) the costs of notice and claims administration; (2) \$975,000 for the fees and costs of the Class Representatives’ counsel; and (3) pay \$10,000 in Service Awards to the two Class Representatives (who shall receive \$5,000 each). These payments by Defendants do not in any way diminish the \$3,000,000 used to compensate Class Members for their claims.

16. From the outset of the case, the Class Representatives and Class Counsel recognized that the case presented substantial and myriad litigation risks. An adverse decision on any of these contentions would deprive Plaintiffs and the Settlement Class of any recovery whatsoever.

17. Despite the clear risks, my firm and my co-counsel undertook this matter on a contingency basis with no guarantee of recovery and have committed substantial resources of attorney and staff time, in addition to out-of-pocket costs and expenses, towards this matter. In doing so, my firm and co-counsel assumed the risk of significant delay associated with achieving a final resolution.

18. The Parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine all the contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Settlement at arm's-length.

19. The Class Representatives and Class Counsel recognize that, despite their belief in the strength of Plaintiffs' claims and Plaintiffs' and the Class's ability to ultimately secure a favorable judgment at trial, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain.

20. The Class Representatives and Class Counsel are also mindful that absent a settlement, any success of Defendants' various defenses in this case could deprive Plaintiffs and the Settlement Class Members of any potential relief whatsoever. Defendants are represented by highly experienced attorneys who have made clear that, absent a settlement, they were prepared to continue their vigorous defense of this case. The Class Representatives and Class Counsel are also aware that Defendants would continue to challenge liability, as well as assert a number of defenses.

21. Looking beyond trial, the Class Representatives and Class Counsel are also keenly aware that Defendant could appeal the merits of any adverse decision.

22. The Class Representatives and Class Counsel believe that the relief provided by the Settlement weighs heavily in favor of a finding that the Settlement is fair, reasonable, adequate, and well within the range of approval.

23. I am of the opinion that the Class Representatives' active involvement in this case was critical to its ultimate resolution. They took their role as class representatives seriously, devoting significant amounts of time and effort to protecting the interests of the class. Without their willingness to assume the risks and responsibilities of serving as class representatives, I do not believe such a strong result could have been achieved.

24. The Class Representatives equipped Class Counsel with critical details related to this lawsuit. The Class Representatives spent substantial time on this action, including by: (i) assisting with the investigation of this action and the drafting of the complaint, (ii) being in contact with counsel frequently, (iii) and staying informed of the status of the action, including settlement. The Class Representatives were also prepared to testify at deposition and trial, if necessary. And they were actively consulted during the settlement process.

25. In short, the Class Representatives assisted Class Counsel in pursuing this action on behalf of the class, and their involvement in this case has been nothing short of essential.

I declare under penalty of perjury that the above and foregoing is true and accurate.

Executed this 11th day of October 2023 at New York, New York.

/s Michael Reese

Michael Reese