

**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 WILLIAM WRIGHT 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 SERVICE AWARDS TO THE CLASS REPRESENTATIVES; AND  
PAYMENT OF THE CLAIMS ADMINISTRATOR'S COSTS**

I, William Wright, 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 The Wright Law Office, P.A., and am Court-appointed co-lead Class Counsel 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 of the Claims Administrator's Costs.

2. The Wright Law Office, P.A. specializes in prosecuting plaintiff's claims to recover losses for consumers and investors nationwide and is committed to correcting corporate wrongdoing. Wright Law's primary practice is dedicated to enforcing the rights of consumers, insurance policyholders, homeowners, small businesses, and investors in state courts, federal courts, and arbitration forums throughout the country, and the firm is devoted to helping the consumer and investor.

3. The firm's manager, William C. Wright, is dedicated to consumer and securities fraud class actions. Mr. Wright has over 20 years of experience litigating cases for investors and consumers. Before founding the firm, Mr. Wright practiced at one of the nation's leading plaintiffs' class-action firms, handling numerous multi-million dollar cases.

4. Mr. Wright was involved in numerous nationwide class-action cases brought by dissatisfied policyholders against life insurance companies seeking redress for deceptive sales practices involving insurance products during the 1980s and 1990s. Mr. Wright and co-counsel for plaintiffs prosecuted the class actions and secured settlements against a host of major insurance companies, including settlements with Prudential Life Insurance Company (exceeding \$2 billion), Metropolitan Life Insurance Company (exceeding \$1 billion), Manulife (exceeding \$500 million) and more than 20 other companies.

5. Mr. Wright has also represented African American policyholders in proceedings against life insurance companies seeking redress for racial discrimination in selling life insurance policies. Additionally, Mr. Wright has been heavily involved in a variety of other class-action lawsuits for deceptive business practices in the telecommunications, pharmaceutical, automotive, and food labeling industries. Mr. Wright has served as lead, co-lead, or liaison counsel in many significant class actions.

6. Prior to filing this action, my firm and my co-counsel, Reese LLP, commenced an extensive pre-suit investigation, which included identifying the use of Defendants' recycling bags.

7. The Wright Law Office was the first to file a case against Defendants and, together with co-counsel, litigated the predecessor action on behalf of Ms. Gudgel in the Middle District of Florida. That action was initially filed on July 4, 2022 in Orlando, Florida. Defendants filed a motion to dismiss that action, 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. The Wright Law Office reviewed all of the myriad documents produced by Defendants.

8. On October 28, 2022, a class action was filed on behalf of Mr. Woolard in the Southern District of California and counsel for Plaintiff Woolard agreed to work the matter with The Wright Law Office.

9. 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 now works as a full-time mediator at JAMS Illinois.

10. 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.

11. 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 for the next available day. On

April 13, 2023, the parties held an additional day of mediation and reached an agreement in substance.

12. Soon after that, 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 there is no question regarding jurisdiction (given that Defendants are headquartered in Lake County, Illinois).

13. 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.

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

15. Since then, my firm and co-counsel have worked with the Court-appointed Settlement Administrator, Epiq, to effectuate the Court-ordered Notice and have fielded calls from Settlement Class Members answering their questions and assisting them in filing claims.

16. 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 other issues that may arise.

17. The resulting Settlement secures an excellent recovery for the Settlement Class. Pursuant to the Settlement, Defendants will establish a cash Settlement Fund of up to \$3,000,000, which will be used to pay Approved Claims. 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.

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

19. 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.

20. 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.

21. 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.

22. The Class Representatives and Class Counsel recognize that despite our 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.

23. The Class Representatives and Class Counsel are also mindful that absent a settlement, the success of Defendant's 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.

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

25. 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.

26. 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 representative, I do not believe such a strong result could have been achieved.

27. 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.

28. 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 West Palm Beach, Florida.

*/s William Wright*

William Wright