

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE EVENFLO CO., INC., MARKETING,
SALES PRACTICES AND PRODUCTS
LIABILITY LITIGATION

MDL No. 1:20-md-02938-DJC

CLASS ACTION

This Document Relates To:

ALL ACTIONS

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AND CONDITIONAL CERTIFICATION
OF SETTLEMENT CLASS**

Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Conditional Certification of Settlement Class (“Motion for Preliminary Approval”). Plaintiffs and Defendant Evenflo Co., Inc. (“Evenflo”) have entered into a Class Action Settlement Agreement, dated March 20, 2025 (“Settlement Agreement”). Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class notice and other exhibits thereto, the Motion for Preliminary Approval, and the papers and arguments in connection therewith, and good cause appearing, the Court hereby **ORDERS** as follows:

1. The capitalized terms used in this Order Granting Preliminary Approval have the same meanings as defined in the Settlement Agreement.
2. The Court hereby preliminarily approves the Settlement Agreement and the terms embodied therein. The Court finds that the proposed Settlement Class, as defined in the Settlement Agreement, meets the requirements for class certification for settlement purposes only under Fed. R. Civ. P. 23(a) and 23(b)(3) as follows:
 - a. The Settlement Class is so numerous that joinder of all members in a single proceeding would be impracticable;

- b. The members of the Settlement Class share common questions of law and fact;
- c. The Class Representatives' claims are typical of those of the Settlement Class Members;
- d. The Class Representatives and Settlement Class Counsel have fairly and adequately represented the interests of the Settlement Class and will continue to do so; and,
- e. Questions of law and fact common to the Settlement Class predominate over the questions affecting only individual Settlement Class Members, and certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of this controversy.

3. Evenflo stipulates for settlement purposes only to the certification of the Settlement Class but does not waive, and instead expressly reserves, its right to challenge the propriety of conditional or class certification for any other purpose.

4. The Court finds, pursuant to Fed. R. Civ. P. 23(e)(1)(B)(i), that the proposed Settlement Agreement is fair, reasonable, and adequate, entered into in good faith, and free from collusion. The Court further finds that Settlement Class Counsel have adequately represented the proposed Settlement Class. They conducted a thorough investigation of the facts and law prior to filing suit, engaged in and reviewed substantial discovery, and are knowledgeable about the strengths and weaknesses of the case. The involvement of Robert Meyer, Esq., a highly qualified mediator, in the settlement process supports this Court's finding that the Settlement Agreement was reached at arm's length and is free from collusion. The relief provided for in the Settlement Agreement outweighs the substantial costs, delay, and risks presented by further prosecution of issues during pre-trial, trial, and possible appeal. Based on these factors, the Court concludes that

the Settlement Agreement meets the criteria for preliminary settlement approval and is deemed fair, reasonable, and adequate, such that notice to the Settlement Class is appropriate.

5. Having considered the factors set forth in Fed. Riv. Civ. P. 23(g), the Court appoints Settlement Class Counsel Steve W. Berman of Hagens Berman Sobol Shapiro LLP, Martha A. Geer of Milberg Coleman Bryson Phillips Grossman PLLC, and Mark P. Chalos of Lief Cabraser Heimann & Bernstein, LLP, as Lead Class Counsel.

6. The Court appoints Epiq Class Action and Claims Solutions, Inc. as the Settlement Administrator in this Action. In accordance with the Parties' Settlement Agreement and the Orders of this Court, the Settlement Administrator shall effectuate the provision of notice to Settlement Class Members and shall administer the Settlement Agreement and distribution process.

7. The Court finds that the Parties' Notice Plan (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Class of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

8. The Court approves, as to form and content, the Notice Plan and the Long-Form and Short-Form publication notices substantially in the forms in the Notice Plan attached as Exhibits B-D to the Settlement Agreement (collectively, "Notice Plan").

9. Each and every member of the Settlement Class shall be bound by all determinations and orders pertaining to the Settlement Agreement, including the release of all claims to the extent set forth in the Settlement Agreement, unless such person requests exclusion from the Settlement in a timely and proper manner, as hereinafter provided.

10. A member of the Settlement Class wishing to request exclusion (or “opt-out”) from the Settlement shall submit a request for exclusion from the Settlement by serving a request for exclusion on the Settlement Administrator on or before the Response Deadline. The request for exclusion must comply with all applicable requirements stated in the Settlement Agreement, including that it must (1) be in writing; (2) identify the case name (*In re Evenflo Co., Inc. Marketing, Sales Practices and Prods. Liab. Litig.*, No. 20-md-2938 (D. Mass.)); (3) state the full name and current address of the Settlement Class Member seeking exclusion; (4) be signed by the Settlement Class Member seeking exclusion; (5) be mailed to the Settlement Administrator at the address specified in the Notice; (6) be postmarked or received by the Settlement Administrator on or before the Response Deadline; and (7) contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *In re Evenflo Co., Inc. Marketing, Sales Practices and Prods. Liab. Litig.*, No. 20-md-2938 (D. Mass.).” A request for exclusion that does not include all of the foregoing information, that is sent to an address or email address other than that designated in the Notice, or that is not postmarked to the Settlement Administrator within the time specified, shall be invalid and the Person serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

11. Members of the proposed Settlement Class who timely request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims against Evenflo.

12. All members of the proposed Settlement Class who do not timely and validly request exclusion shall be bound by all terms of the Settlement Agreement and by the Final

Approval Order and Judgment even if they have previously initiated or subsequently initiate individual litigation or any other proceedings against the Defendants.

13. The Settlement Administrator will provide promptly, and no later than 14 days following the Response Deadline, Plaintiffs and Evenflo with copies of any exclusion requests.

14. Any Settlement Class Member may object to the Settlement Agreement, any application for attorneys' fees and expenses, and/or any application for service awards. For an objection to be considered by the Court, the objection must be electronically filed with the Court or mailed to the Court and posted on the Court's docket by the Response Deadline. In addition, for an objection to be considered by the Court, the objection must set forth:

- a. a statement that the objection is to the Evenflo Settlement (the formal name of the Action is not required);
 - b. the objector's full name, mailing address, email address, and telephone number;
 - c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
 - d. whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
 - e. the identity and contact information of all counsel who represent the objector, if any;
 - f. a statement whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
 - g. the objector's signature (an attorney's signature alone is not sufficient);
- and

- h. identification of any class action settlements objected to by the objector and/or objector's counsel in the last three years.

15. No Person shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any person shall be received or considered by the Court at the Final Approval Hearing, unless such written statement of objections and supporting materials are timely filed with the Court. Persons who wish to speak at the Final Approval Hearing to object to the Settlement must so state in their written objection, as described above. Persons failing to file timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Persons who are not Settlement Class Members may not object to the Settlement.

16. If a member of the Settlement Class hires his or her own personal attorney to represent him or her in connection with an objection, and if the attorney wishes to appear at the Final Approval Hearing, the attorney must file, through the CM/ECF system, a notice of appearance in the Action no later than ten (10) days before the originally-scheduled date of the Final Approval Hearing (if the Final Approval Hearing is continued, the deadline runs from the first-scheduled Final Approval Hearing).

17. In the exercise of their due diligence, the Parties may seek expedited discovery from an objecting Settlement Class Member regarding the basis for the objection, to allow them to appropriately respond to the objection. Failure by the objecting Settlement Class Member to comply with expedited discovery requests may result in the Court striking the Settlement Class Member's objection and otherwise denying that Settlement Class Member the opportunity to make an objection or be further heard. To the extent any Settlement Class Member objects to the

Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Judgment of the Court.

18. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Legal Holidays) express delivery service as follows:

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19. Within two hundred and eighty (280) days after this Order Granting Preliminary Approval, Settlement Class Counsel shall move the Court for entry of a Final Judgment finally approving the Settlement, which shall include, among other provisions, a request that the Court:

- a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- b. approve the Settlement as fair, reasonable, and adequate, so that the Final Approval Order and Judgment should be entered;
- c. finally certify or confirm certification of the Settlement Class under Federal Rule of Civil Procedure 23, including finding that the Class Representatives and Settlement Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;
- d. dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;
- e. incorporate the Release, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;
- f. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement and its implementing documents (including all Exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members; and,

- g. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose.

20. Consideration of any application for attorneys' fees and expenses and any objections thereto, and any application for service awards and any objections thereto, shall be separate from consideration of whether the proposed Settlement should be approved, and the Court's rulings on each motion or application shall be embodied in a separate order.

21. In the event that the proposed Settlement is not approved by the Court, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Order and all Orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Action or in any other case or controversy. In such event, the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

22. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, be continued by order of the Court.

23. The following schedule is hereby ordered:

Notice begins to be disseminated to the Settlement Class (“Notice Date”)	No later than fourteen (14) days after Preliminary Approval
Notice to be completed	No later than sixty (60) days after the Notice Date
Last day for Settlement Class Counsel to file application for Attorneys’ Fees and Expenses and for Service Awards to Settlement Class Representatives	One hundred and thirty-five (135) days after Preliminary Approval
Last day for Settlement Class Members (1) to serve a request for exclusion from the Settlement Class on the Settlement Administrator; or (2) to file an objection to the Settlement, Settlement Class Counsel’s Application for Attorneys’ Fees and Expenses and/or the Petition for Service Awards with the Court (“Response Deadline”)	One hundred and sixty-five (165) days after Preliminary Approval
Last day for Settlement Class Members to submit a claim (“Claims Deadline”)	Two hundred and ten (210) days after Preliminary Approval
Last day for Settlement Class Counsel to file Motion for Final Approval of Settlement	Two hundred and eighty (280) days after Preliminary Approval

IT IS SO ORDERED.

DATED this 28th day of April, 2025


 The Honorable Denise J. Casper