

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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

MDL No. 20-md-02938-DJC

Hon. Denise J. Casper

This Document Relates To:
ALL ACTIONS

~~[PROPOSED]~~ **ORDER CERTIFYING SETTLEMENT CLASS AND
GRANTING FINAL APPROVAL OF SETTLEMENT AND GRANTING FINAL
JUDGMENT**

Pending before the Court is Plaintiffs' Motion for Final Approval of Settlement and Certification of Settlement Class. Plaintiffs and Defendant Evenflo Co., Inc. have entered into a proposed Class Action Settlement Agreement, filed with the Court on March 20, 2025 ("Settlement Agreement"). ECF No. 215-1. Plaintiffs, as representatives of the Settlement Class, move the Court to enter final approval of the proposed Class Action Settlement as set forth in the parties' Settlement Agreement and as preliminarily approved by this Court on April 28, 2025. ECF No. 2018.

Having again read and considered the Settlement Agreement and all submissions in support of final approval thereof, the Court finds that the Settlement is fair, adequate, and reasonable and in the best interest of the Class Members.

Thus, it is hereby **ORDERED, ADJUDGED, and DECREED** that:

1. The capitalized terms used in this Order have the same meaning as defined in the Settlement Agreement.
2. This Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve the Settlement Agreement and enter this Order.

3. The Court finds that the proposed Settlement Class is certified for settlement purposes. This shall not be construed to mean that class certification would be proper in this Action. Certification of the Settlement Class remains appropriate for the reasons set out in this Court's Order of April 28, 2025, Granting Motion for Preliminary Approval of Class Action Settlement and Conditional Certification of Settlement Class. ECF No. 218. This includes that:

- 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,
- 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.

4. Each and every member of the Settlement Class is bound by this Order and the terms of the Settlement Agreement, including the release of all Released Claims as set forth in the Settlement Agreement, unless such person requested exclusion from the Settlement in a valid manner as set forth in the Preliminary Approval Order.

5. Settlement Class Members have been provided with sufficient Notice informing them of the terms of the proposed Settlement and Final Approval Hearing.

6. Plaintiffs filed proof of completion of Notice with the Court prior to the Final Approval Hearing. The Court finds that Notice to Settlement Class Members was adequate and sufficient and comported with Plaintiffs' Court-approved Notice Plan. The Notice (a) constituted the best notice practicable under the circumstances, (b) constituted due and sufficient notice to the Class of the terms of the Settlement Agreement and Final Approval Hearing, and (c) fully complies with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

7. The Court gives final approval to the Settlement and finds, including for the reasons set forth in the Order Granting Motion for Preliminary Approval, that the Settlement is fair, reasonable, and adequate and in the best interest of Settlement Class Members. The Court has specifically considered the factors relevant to class settlement approval. *See, e.g., Fed. R. Civ. P. 23*. Among the factors supporting the Court's determination are: the significant relief provided to the Settlement Class Members; the risks of ongoing litigation, trial, and appeal; the extensive discovery completed to date; and the positive reactions of Settlement Class Members.

8. The Court finds that the Settlement Class Representatives and Settlement Class Counsel have adequately represented the Class. Settlement Class Representatives were engaged in the litigation, assisted with or participated in the discovery process, and approved filings with the Court. Class Counsel has engaged in extensive discovery, robust litigation, and negotiated this Settlement over the course of several months.

9. The Settlement was negotiated at arm's length, entered into in good faith, and is free of fraud or collusion. The Settlement was negotiated with experienced, adversarial counsel. The terms of the Settlement were reached with the assistance of a highly qualified mediator, Robert Meyers, Esq. of JAMS. After lengthy negotiations, Mr. Meyer made a mediator's

proposal, which the parties accepted with some modifications. The parties then negotiated and finalized the formal Settlement Agreement.

10. The relief provided for in the Settlement Agreement is fair, adequate, and reasonable. This is particularly true considering the complexity and likely duration of litigation in this Action, including any appeals, and likelihood of success on the merits.

11. Settlement Class Counsel have extensive experience litigating, trying, and settling class actions, including consumer protection cases like this one, throughout the country.

12. The Settlement and Plan of Distribution treat Settlement Class Members equitably relative to each other.

13. Class Members overwhelmingly support the settlement. No Settlement Class Members have objected to the Settlement and only eight Class Members have opted out of the Settlement.

14. This Order constitutes a binding judicial declaration effectuating a judicial compromise of any claim on behalf of protected persons, including minors. This Court will maintain jurisdiction to consider and approve or rule on any protected person's compromise.

15. The Settlement Agreement and every term and provision thereof are deemed incorporated in this Order and have the full force of an order of this Court.

16. The Parties and their counsel are hereby directed to implement and consummate the Settlement Agreement, and the Plan of Distribution, according to their terms and conditions.

17. This Order, the Settlement Agreement, the Settlement that it reflects, and any and all acts, statements, documents, or proceedings relating to the Settlement are not, and must not be construed as evidence, or an admission by Evenflo of any liability or wrongdoing whatsoever or of the validity of any claim or of the existence or amount of damages, or an admission by the

Settlement Class Representatives or Settlement Class Members of any lack of merit in their claims.

18. The Court finds that this Final Judgment and Order adjudicates all of the claims, and dismisses this Action on the merits, and all Released Claims, with prejudice.

19. Upon the Effective Date, the Release is effective and all Settlement Class Members have, by operation of this Order, fully, finally and forever released, relinquished, and discharged the Released Parties pursuant to the Settlement Agreement.

20. Upon the Effective Date, Settlement Class Members, and their successors, assigns, parents, subsidiaries, affiliates or agents, are permanently barred and enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims released under the Settlement Agreement.

21. Except as provided in the Settlement Agreement and orders separately entered by this Court on any application for attorneys' fees and expenses or service awards, and the Plans of Distribution submitted by Class Counsel, the Parties will bear their own attorneys' fees and costs.

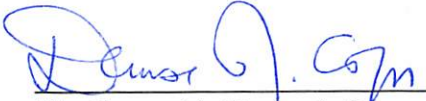
22. The Parties are hereby authorized to agree to adopt such amendments, modifications, and expansions of the Settlement and Plan of Distribution and their implementing documents, including the Settlement Agreement and all Exhibits to the Settlement Agreement, without further approval from this Court if those amendments, modifications, or expansions (a) are consistent in all material respects with this Order and (b) do not limit the right of Settlement Class Members.

23. Without affecting the finality of this Final Judgment and Order in any way, the Court retains jurisdiction to consider and rule on approval of any protected persons' compromise; retains continuing and exclusive jurisdiction over this action for purposes of resolving issues

relating to or ancillary to administration, consummation, interpretation, and enforcement of the Settlement Agreement; and retains jurisdiction for purposes of ensuring compliance with the terms of this Settlement Agreement and any order of the Court issued in connection therewith.

IT IS SO ORDERED.

Dated this 25th day of February, 2026


The Honorable Denise J. Casper