

FILED
03-22-2019
CIRCUIT COURT
DANE COUNTY, WI
2018CV000321

DATE SIGNED: March 22, 2019

Electronically signed by Judge Valerie Bailey-Rihn
Circuit Court Judge

THIS IS A FINAL ORDER FOR THE PURPOSE OF APPEAL.

WHEREAS, on October 19, 2018, this Court entered an Order conditionally certifying the Settlement Class, appointing Class Counsel and the Class Representative, granting preliminary approval of the Settlement, approving the proposed notice to the Settlement Class, and scheduling a final approval hearing; and

WHEREAS, on March 22, 2019, this Court conducted a final approval hearing, and upon the pending motions, this Court, having heard the presentations of counsel, having reviewed all of the submissions presented with respect to the proposed settlement, having carefully considered the requirements for class certification, having determined that the Settlement is fair, adequate, and reasonable, having considered the motion of Class Counsel for awards of attorneys' fees and expense reimbursements and incentive award, and having reviewed the materials in support thereof, and with good cause appearing, now finds and orders as follows:

IT IS HEREBY ORDERED that the Settlement (including all terms and exhibits thereto) is APPROVED. The Court further finds and orders as follows:

1. This Order incorporates by reference the definitions in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this action and over all Parties to this action, including Plaintiff, Defendants, and all members of the Settlement Class.
3. The Court finds that the Notice Program implemented by the Settlement Administrator, including publication notice in People magazine, Internet notice, the settlement website, and individual notice to all known Settlement Class members, provided a neutral, informative, and clear summary explanation of the Settlement, including a description of the settlement claims, the settlement process, the settlement amount, the relief that the settlement will provide, and the rights of members to object to the Settlement, opt out, or submit a claim, and informed members that Class Counsel would seek awards of attorneys' fees and costs and

incentive awards from the settlement proceeds, and constituted the best notice practicable under the circumstances and constitutes valid and sufficient notice to all persons entitled thereto, complying fully with the requirements of Wisconsin Statute Section 803.08, and the requirements of due process under the Wisconsin and United States Constitutions, and the requirements of any other applicable rules or laws.

4. All costs and expenses incurred in providing notice to Class Members and in administering the Settlement shall be paid from the Settlement Fund as set forth in the Agreement. The Settlement Administrator shall file with the Court a Final Accounting as required by the Settlement Agreement.

5. Consistent with the Agreement, the Court certifies the following Settlement Class: all Persons who purchased one or more Covered Products between February 5, 2014 and October 19, 2018. The term “Covered Product” means and refers to small kitchen appliances produced by or for Spectrum Brands pursuant to a license agreement, including Black & Decker brand air fryers, blenders, can openers, coffee grinders, coffee makers, electric knives, food processors, grills, irons, juicers, kettles, mixers, quesadilla makers, rice cookers, skillet and other surface cookers, slow cookers, steamers and other container cookers, toasters, toaster ovens, and waffle makers and Farberware brand coffee urns and percolators, food processors, and toaster ovens.

6. Excluded from the Settlement Class are: (i) all Persons who properly and timely opted out pursuant to this Agreement; (ii) Spectrum Brands and Defendants, and their respective employees; (iii) federal, state, and local governments (including all agencies and subdivisions thereof (but employees thereof are not excluded)); (iv) the judges to whom this Action is assigned and any member of their immediate family. **Exhibit A** sets forth the persons who submitted a timely request for exclusion.

7. This Court certifies the Settlement Class, and finds that the requirements of Section 803.08 are satisfied, for settlement purposes only, as follows:

- (a) Pursuant to Sec. 803.08(1)(a), the members of the Settlement Class are so numerous that joinder of all members is impracticable.
- (b) Pursuant to Sec. 803.08(1)(b), there are questions of law and fact common to the Settlement Class.
- (c) Pursuant to Sec. 803.08(1)(c), the claims of the Class Representative are typical of the claims of the Settlement Class.
- (d) Pursuant to Sec. 803.08(1)(d), the Class Representative will fairly and adequately protect and represent the interests of all members of the Settlement Class. The interests of the Class Representative are not antagonistic to those of the Settlement Class. The Class Representative is represented by counsel who are experienced and competent in the prosecution of complex class action litigation.

8. The Court further finds that the requirements of Rule 803.08(2)(c) are satisfied, for settlement purposes only, as follows:

- (a) In this settlement context, questions of law and fact common to the members of the Settlement Class predominate over questions that may affect only individual members; and
- (b) A class action settlement is superior to all other available methods for the fair and efficient adjudication of this controversy.

9. If the Settlement is terminated for any reason, this certification order, including the above description of the Settlement Class, shall be vacated and be of no further force or effect.

10. The Court hereby appoints Steven Liptai as a Class Representative, and Shpetim Ademi, Ademi & O'Reilly, LLP, 3620 East Layton Avenue, Cudahy, Wisconsin, 53110, (414) 482-8000 and Antonio Vozzolo, Vozzolo LLC, 345 Route 17 South, Upper Saddle River, New Jersey 07458, (201) 630-8820, as Class Counsel.

11. All Settlement Class members who did not validly request exclusion are bound by this judgment and are barred and enjoined, now and in the future, from any and all of the Released Claims, as defined in the Agreement, against the Released Persons, as defined in the Agreement.

12. The Court now gives final approval to the Settlement Agreement, and finds that the Settlement, is in all respects fair, reasonable, adequate and in the best interests of the Settlement Class as a whole. The Settlement is the product of arms'-length, serious, informed, non-collusive, and non-overreaching negotiations. The Parties shall effectuate the Settlement according to its terms. The Settlement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

13. No member of the Settlement Class or any Releasing Party shall have any claim against Settlement Class Counsel, Defendants, Defendants' counsel, or other Persons with respect to the processing of Claim Forms or class benefit determinations or distributions.

14. The Court, in the interests of justice, and there being no just reason for delay, expressly directs the Clerk of this Court to enter this Order as a Judgment, and hereby decrees,

that, upon entry, it be deemed as a final judgment with respect to all claims by all members of the Settlement Class against Defendants in this Action and the other Released Parties, in accordance with the terms of the Settlement.

15. In the event that the Settlement is terminated, pursuant to its terms or otherwise, this Judgment shall be vacated nunc pro tunc.

16. Upon hearing and review of the motion for awards of Settlement Class Counsel fees and costs, this Court approves an award of \$550,000 in fees and an award of \$9,976.60 in costs for Settlement Class Counsel. This award shall constitute the full and total compensation for Settlement Class Counsel for all attorneys' fees and costs incurred in connection with all claims asserted in this Action. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

17. Solely for purposes of implementing this settlement, Plaintiff Liptai is approved as Settlement Class Representative, and this Court approves an incentive award of \$2,500 from the settlement proceeds.

18. Without affecting the finality of the Judgment hereby entered, this Court retains exclusive and continuing jurisdiction over this action and the parties, including all members of the Settlement Class, for purposes of supervising, administering, implementing, enforcing, construing, and interpreting the Settlement, the administrative process thereunder, and this Judgment.

IT IS SO ORDERED

DATED: _____, 2019

Honorable Valerie L. Bailey-Rihn
Dane County Circuit Court Judge