

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

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|--|---|--------------------------------|
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| AMANDA RUGG-HARRELL, <i>et al.</i> ,     | : |                                |
| individually and on behalf of all others | : | Civil Action No. 1:24-cv-10992 |
| similarly situated,                      | : |                                |
|  | : |                                |
| <i>Plaintiffs,</i>                       | : | Hon. Sharon Johnson Coleman    |
|  | : |                                |
| v.                                       | : |                                |
|  | : |                                |
| TREEHOUSE FOODS, INC.,                   | : |                                |
|  | : |                                |
| <i>Defendant.</i>                        | : |                                |
|  | : |                                |

**DECLARATION OF MICHAEL REESE IN SUPPORT OF PLAINTIFFS’  
MOTION FOR ATTORNEYS’ FEES, LITIGATION COSTS, AND SERVICE AWARDS**

**I. INTRODUCTION**

I, Michael Reese, submit this Declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Litigation Costs, and Service Awards, and affirm that the following is truthful and accurate:

1. I am an attorney duly admitted before this Court. I have been a member of the Northern District of Illinois General Bar since 2004 and a member of the Northern District of Illinois Trial Bar since 2024.

2. I am the founding partner and managing partner of Reese LLP and am one of the attorneys principally responsible for handling this case for Plaintiffs and the Class.<sup>1</sup>

3. On August 27, 2025 (as amended on September 2, 2025), the Court granted Plaintiffs’ Motion for Preliminary Approval of the Class Action Settlement. ECF Nos. 49, 50 (Preliminary Approval Order). In that Order, the Court conditionally designated me and several other lawyers as Class Counsel for the Settlement Class. ECF No. 50 at 6.

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<sup>1</sup> Unless otherwise noted, all capitalized terms have the same meaning as defined in the Settlement Agreement (ECF No. 42-1).

4. The proposed class action Settlement would resolve the economic claims of purchasers of certain of Defendant's food products listed in Exhibit D of the Settlement Agreement (ECF No. 42-1)("Settlement")<sup>2</sup> that were at risk of containing *Listeria monocytogenes* (the "Covered Products" or "Products") for a non-reversionary common fund in the amount of \$4,000,000.00 ("Settlement Fund"). Class Counsel achieved this proposed Settlement because of their experience in cases like this and because they invested considerable time, effort, and resources into prosecuting this case.

1. The Settlement Agreement provides that Defendant will establish a Settlement Fund in the amount of \$4,000,000, which will be exhausted to pay all approved valid claims, as well as any attorneys' fees and expenses, services awards, and administration costs. § 1.32. Settlement Class Members who submit a Valid Claim Form with Proof of Purchase shall receive the full purchase price for each Covered Product listed on the Proof of Purchase. § 4.4.1. Settlement Class Members who submit a Valid Claim Form without Proof of Purchase shall receive the average retail price for up to two (2) Covered Products claimed per household. § 4.4.2. Settlement Class Members who obtained a Recall Reimbursement from the Defendant may be able to receive further relief from the settlement. If a Settlement Class Member submitted a claim in the Recall, the amount of that Settlement Class Member's payment shall be reduced by the amount each Settlement Class Member has received or shall receive from the Recall (provided that the payment shall not be reduced below \$0.00). § 4.4.3.

5. The Settlement achieved by Class Counsel benefits Class Members in a number of ways. First, besides putting money directly in their pockets, it has significantly expanded the scope of Defendant's recall/refund program.

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<sup>2</sup> Hereafter, all "§\_\_" are references to sections of the Settlement Agreement (ECF No. 42-1).

6. Second, the settlement benefits the entire Class as a whole, whether class members submitted a claim or not, by providing a high percentage of the total possible recovery in this litigation in the event the case was successfully tried. This alone is a significant outcome, especially considering the risks of losing before or at trial, and how efficiently it was done.

7. As set forth in section 7.1 of the Class Action Settlement Agreement Plaintiffs are now applying to the Court for an award of their Attorneys' Fees and Costs. Plaintiffs are applying for attorneys' fees in the amount of one-third of the Settlement Fund as well as reimbursement of expenses and (as stated in section 7.2 of the Settlement) a service award of \$1000.00 for each Plaintiff, to be paid from the Settlement Fund.

## **II. BACKGROUND, PROCEDURAL HISTORY AND SETTLEMENT**

### **a. Pre-Litigation Investigation, Litigation and Mediation**

8. Defendant conducted a product recall on October 18, 2024 and then an expanded recall on October 22, 2024.

9. Before commencing the Litigation, Class Counsel extensively investigated and analyzed, among other things, Defendant's marketing campaign, FDA and CDC guidelines regarding the presence of bacteria in consumer products, the scientific research concerning the dangers of *Listeria monocytogenes*, and research regarding how Defendant should have known the Products contained *Listeria monocytogenes*.

10. On October 25, 2024 the first of several class actions related to the recall were filed. My firm and I were first involved in the matter of *Browne v. Treehouse Foods, Inc.*, case no. 2:24-cv-07578 filed in the Eastern District of New York on October 30, 2024. I later became counsel of record in the above-captioned action before Your Honor and on January 21, 2025 I filed the consolidated amended complaint in the above-captioned action that is now the operative complaint in this matter. ECF No. 18.

11. Class Counsel conducted significant legal research and investigated industry reports, scientific and epidemiological studies, and literature regarding the dangers of *Listeria monocytogenes*, and the Covered Products' market segment, including as follows:

- Class Counsel thoroughly analyzed the legal landscape and evaluated the risks and benefits of prosecuting the litigation, including research into the various state consumer protection laws and available remedies, and evaluating class certification issues.
- Class Counsel extensively analyzed the claims alleged in the complaints, Defendant's advertising campaigns, the relevant regulations and guidelines concerning labeling and advertising disclosure requirements for consumer products, such as the contaminated Products, regulations and guidelines regarding the presence of hazardous and dangerous substances such as *Listeria monocytogenes* in consumer products, the scientific research and literature concerning the dangers of *Listeria monocytogenes*, and research regarding how Defendants should have known the Products contained *Listeria monocytogenes*.
- Class Counsel analyzed the chain of distribution of the Products and pricing per unit to help support and determine Plaintiffs' damages model.
- Class Counsel conducted research into the market segment related to the Products to understand the potential scope of this matter, economic losses to Class Members, and marketing and sales trends, practices, and patterns.

12. My firm has substantial experience prosecuting class actions and, in particular, class actions involving contaminated food and consumer products. *See e.g. Armstrong v. Kimberly-Clark Corp.*, case no. 20-cv-3150 (N.D. Texas)(class action involving recalled personal care products contaminated, or at risk of contamination, with the bacterial strain *Pluralibacter gergoviae* resulting in class settlement of \$22.5 million); *Kessler v. The Quaker Oats Co.*, case no. 24-cv-00526 (S.D.N.Y.) (class action involving recalled food products contaminated, or at risk of contamination, with *Salmonella* resulting in class settlement of \$6.75 million); *Pompilio v. Boar's Head Provisions Co. Inc.*, case no. 7:24-cv-08220 (S.D.N.Y.)(class action involving recalled food products contaminated, or at risk of contamination, with *Listeria monocytogenes* resulting in class settlement of \$3.1 million).

13. On March 6, 2025 the parties commenced settlement negotiations with the assistance of an esteemed former federal magistrate – the Honorable Steven M. Gold (Ret.) - acting as the neutral mediator. As part of the settlement negotiations, the Parties informally exchange information about the Covered Products, the possible contamination of the Covered Products, the sales information about the Covered Products, the recall of the Covered Products, and information about the scope of the claims and the possible damages at issue.

14. In connection with the mediation, Class Counsel requested, and Defendant produced, critical discovery to enable Plaintiffs to evaluate their claims and position themselves to negotiate a settlement that would be fair and reasonable on behalf of the Settlement Class.

15. A full-day mediation session took place on March 6, 2025 with Judge Gold (Ret.) in New York, New York. At the mediation, the experienced counsel on both sides engaged in extensive arm’s-length negotiations and were able to reach an agreement in principle to settle the economic claims on a class-wide basis by creating a non-reversionary \$4,000,000.00 fund.

16. The Parties did not discuss attorneys’ fees and expenses or any potential service awards until they first agreed on the substantive terms of this Settlement.

17. After the mediation the Parties continued to work diligently to negotiate and prepare the Settlement Agreement and other documents necessary to formalize the Settlement and present it to the Court for preliminary approval.

18. On April 11, 2025, I informed Your Honor that the Parties had reached a resolution on the matter. (ECF No. 30).

19. On July 17, 2025, Plaintiffs filed their motion for preliminary approval of the settlement (ECF No. 40), which this Court granted on August 27, 2025. (ECF No. 49) as later amended on September 2, 2025 (ECF No. 50).

20. Before agreeing to resolve the claims in the litigation, Class Counsel worked together to thoroughly analyze the legal landscape, including conducting research into the various state consumer protection laws and available remedies, Article III standing, preemption, and evaluating matters relating to class certification, in order to fully evaluate the risks and benefits to a potential early resolution. Indeed, Class Counsel worked cooperatively to coordinate the litigation and to save judicial time and resources without a protracted battle for lead counsel and to lead the case to mediation and an early resolution.

21. With respect to selecting a Settlement Administrator, the parties selected Angeion Group (“Angeion”), based on its reputation for excellent work and its breadth of experience administering other similar consumer class actions. For example, Angeion has administered similar class action settlements regarding consumer products. *See Declid et al. v. Tcp Hot Acquisition LLC et al.*, 1:21-cv-09569-DLC (S.D.N.Y).

**b. Summary of Settlement Benefits and Risks of Continued Litigation**

22. Class Counsel has made a non-reversionary \$4 million Settlement Fund available to Class Members, which will be exhausted to pay all approved claims, as well as any attorneys’ fees and expenses, service awards, and notice and administrative costs.

23. Although Plaintiffs are confident about their claims, Plaintiffs nonetheless face significant risks in establishing liability.

24. If the litigation were to continue, Plaintiffs would expect Defendant to defend vigorously all aspects of Plaintiffs’ claims, including on the class certification motion and the summary judgment motions.

25. The outcome of these proceedings cannot be certain, and if the litigation were to proceed to trial, it would be a lengthy and complex affair, with appeals likely to follow.

26.

27. Although Plaintiffs allege that Defendants sold large quantities of the Products during the Class Period, the damages calculation is inherently complex and subject to varying interpretations as discussed above.

28. The Settlement also will provide an immediate and certain benefit to the Settlement Class and will avoid the substantial burdens, costs, and risks that continuing to litigate would impose on the parties, non-party witnesses, and the Court. There would be long and expensive litigation between this stage of the case and any potential verdict.

29. Even assuming arguendo, that continued litigation might result in a larger recovery than the Settlement, it would occur only after spending hundreds of thousands of dollars (or more) that would deplete a significant portion of any increased recovery.

30. Class Counsel undertook and litigated this case on a fully contingent basis. Class Counsel assumed a very real risk in taking on this contingent fee class action. Class Counsel has demonstrated that they were prepared to invest time, effort, and money over a period of years with absolutely no guarantee of any recovery. If these class actions had continued to be litigated and Plaintiffs were ultimately unsuccessful in their claims, Class Counsel would not be entitled to recover any attorneys' fees or costs.

31. Even if Plaintiffs could have defeated a motion to dismiss, obtained a class certification order and proceeded to trial, victory before the trier of fact would have been uncertain. Such uncertainty, moreover, was compounded by the appeals virtually certain to have followed any verdict. In short, while Class Counsel believes that the claims are viable and strong, there can be no denying the array of serious class-wide risks, any one of which could have precluded the Class and its counsel from recovering anything at all.

32. By any standard, this Settlement constitutes a favorable result made possible by the dedication and skill of Class Counsel under very difficult circumstances.

33. Moreover, Class Counsel are qualified, experienced, and generally able to conduct the litigation. Class Counsel have invested considerable time and resources into prosecuting the litigation and possess a long and proven track record of successfully prosecuting class actions, including false labeling cases and contaminated food product class actions, and numerous courts have appointed them as class counsel in other consumer class actions.

### **III. CLASS COUNSEL'S QUALIFICATIONS**

34. Class Counsel are some of the nation's preeminent and most experienced class-action firms with extensive experience in consumer protection, product liability, antitrust, securities, financial, commercial and other complex class-action litigation.

35. Reese LLP has substantial experience with consumer class actions in general, and with consumer protection and false advertising, specifically. I have prosecuted, and been appointed as lead counsel in numerous consumer protection class action cases throughout the country – including several in the Northern District of Illinois - in which I have recovered hundreds of millions of dollars and obtained injunctive relief on behalf of consumers. My significant experience representing consumers in class action litigation is detailed more fully in my firm resume previously submitted to the Court.

36. In the process of handling these cases, Class Counsel has devoted an extensive amount of time to investigating, litigating, settling, and administering these class actions.

### **IV. SUMMARY OF CLASS COUNSEL'S SIGNIFICANT WORK AND UNREIMBURSED LITIGATION EXPENSES**

37. From the inception of this case to the present, Class Counsel vigorously investigated and pursued this litigation, committing their services and resources and advancing funds out-of-pocket to prosecute it for the Plaintiffs and the proposed Class. Class Counsel provided these services and advanced necessary litigation expenses with no assurance of

compensation or repayment and have received no compensation or reimbursement of their expenses. Class Counsel's compensation and expense reimbursement has at all times in this litigation been entirely contingent upon successfully obtaining relief.

38. In October of 2024, when Defendant announced the possible contamination of the Products, Class Counsel started investigating the contamination and Defendant's corresponding false and misleading advertising. Class Counsel reviewed, inter alia, publicly available documents about Defendant's products, the recall, and *Listeria monocytogenes*. They also interviewed numerous consumers who had purchased the Covered Products.

39. Class Counsel diligently, skillfully and efficiently investigated and prosecuted this litigation from its inception in the face of skilled, professional and determined opposition from Defendant and their capable counsel. These efforts required researching and arguing complex legal and factual issues, and numerous meetings, extensive negotiations and other communications with defense counsel and third parties.

40. More specifically, Class Counsel's efforts on behalf of the Settlement Class included the following:

- a) investigating the underlying factual background regarding the contamination of the Covered Products with *Listeria monocytogenes*, researching industry standards regarding sourcing of ingredients, screening and testing for bacteria, and developing legal theories of the case regarding the misbranding and adulteration of the products;
- b) investigating and researching the applicable legal standards for product defect cases involving products such as the Covered Products;
- c) drafting the complaint and amended complaint;
- d) conducting legal research and analysis regarding the claims asserted by Plaintiffs as well as certification of consumer claims on a national basis and statewide basis;
- e) conducting informal (*i.e.* settlement) discovery pre-and post-mediation;

- f) participating in case strategy decisions and discussions with other Class Counsel;
- g) conducting numerous arms-length, independent settlement negotiations with the JAMS mediator, Magistrate Gold (Ret.);
- h) drafting the settlement agreement along with the requisite exhibits, including claim forms, content of settlement webpage, opt out forms, long and short form notice forms, and other related documents;
- i) researching and selecting the claims administrator (Angeion) and implementing the notice program;
- j) developing and implementing the notice plan with claims administrator/notice provider Angeion;
- k) working with Angeion to prepare and send notice of the Settlement to putative Settlement Class Members, respond to inquiries from Settlement Class Members and others, and supervise the claims administration process;
- l) troubleshooting the claims process in conjunction with Defendant’s counsel and claims administrator/notice provider Angeion;
- m) speaking with class members who contacted class counsel regarding filing of claim forms; and
- n) preparing and drafting the motion for preliminary approval of the Settlement.

41. The chart below details the hours billed and the amount billed at current rates through November 21, 2025 for Reese LLP attorneys:

| <b>Attorney</b>       | <b>Total Hours</b> | <b>Hourly Rate</b> | <b>Amount</b>    |
|-----------------------|--------------------|--------------------|------------------|
| <b>Michael Reese</b>  | 72.8               | \$1625.00          | \$118,300        |
| <b>Carlos Ramirez</b> | 13.6               | \$1375.00          | \$18,700         |
| <b>Total:</b>         | <b>95.4</b>        |                    | <b>\$137,000</b> |

42. The hourly rates for the partners and other attorneys at Reese LLP are the same as the regular, current rates that have been accepted by courts in other class litigation, including, but not limited to, courts within the Northern District of Illinois. *See e.g. In re Seresto Flea and Tick*

*Collar Marketing, Sales Practices and Product Liability Litig.*, Master Case No. 21-cv-04447, MDL No. 3009 (Jan. 6, 2025 N.D. Ill.)(Blakey, J.) (granting final approval of class settlement, appointing Reese LLP as co-lead class counsel and granting co-lead class counsel's fee request in total); *Counts v. ARKK Food Co.*, Case No. 1:23-cv-00236 (Sept. 26, 2024 N.D. Ill.)(Jenkins, J.) (granting final approval of class settlement, appointing Reese LLP as co-lead class counsel and granting co-lead class counsel's fee request in total); *In re Fairlife Milk Products Marketing and Sales Practices Litig.*, Master Case no. 1:19-cv-03924-RMD, MDL No. 2909 (N.D. Ill. )(Dow, J.) (granting final approval of class settlement, appointing Reese LLP as co-lead class counsel and granting co-lead class counsel's fee request in total). Reese LLP has established hourly rates for the firm's personnel and increases those billing rates at the beginning of each calendar year. The hourly rates above are those for 2025.

43. Reese LLP establishes the rates based on prevailing market rates for attorneys and law firms with nationwide practices that have attorneys of comparable skill, experience, and qualifications. Reese LLP obtains information concerning market rates from other attorneys in the area, as well as from information that appears in the local press and national bar publications and from orders awarding attorneys' fees.

44. The hourly rates charged by Class Counsel in this case are the same as the regular, current rates (adjusted for the annual increases) that have been used in the lodestar cross-check accepted by courts in other class litigation. *See, e.g., McKinley v. Conopco, Inc.*, Index No. 805260/2024E (Bronx County Supreme Court, Nov. 22, 2024) (order granting class counsel's fee request in total based upon 2024 calendar year hourly rate for Michael R. Reese of \$1,600 per hour and \$1,600 for Sue J. Nam) available at <https://www.vanillaicecreamsettlement.com>; *Counts v. Arkk Food Company*, No. 1:23-cv-00236 (N.D. Ill. Sept. 26, 2024) (granting class counsel's fee request in total based upon 2024 calendar year hourly rate for Michael R. Reese of \$1,600 per hour

and \$1,075 per hour for Charles D. Moore) available at <https://www.picklesettlement.com>; *Vela v. AMC Networks, Inc.*, No. 1:23-CV-02524-ALC (S.D.N.Y. May 16, 2024) (granting class counsel’s fee request in total based upon 2024 calendar year hourly rate for Michael R. Reese of \$1,600 per hour) available at <https://www.amcvppasettlement.com>; *Sharpe v. A&W Concentrate Co.*, No. 1:19-cv-00768-BMC (Nov. 16, 2023 E.D.N.Y.) (granting class counsel’s motion for payment of fees based upon 2023 calendar rates of \$1,500 per hour for class counsel Michael R. Reese stating: “Class Counsel have done excellent work in this matter and have achieved a substantial benefit for the Class. Class Counsel are very experienced, both in class actions and in this kind of consumer litigation. Moreover, their hourly rates are commensurate with the highest quality of practice in this District and are hereby approved.”).

45. Further, our work on this litigation has not ended and will not end until the last settlement distribution payment is made to eligible Settlement Class Members. We expect to expend additional hours going forward, which of course are not included in Class Counsel’s lodestar reported below, concerning the Settlement approval and administration processes, preparing for the Final Approval Hearing, responding to Settlement Class Members and other inquiries and, if the Court grants final approval, overseeing Settlement administration.

46. The lodestar summary reflects Class Counsel’s experience in the field, the complexity of the matters involved in this litigation, and the prevailing rate for such services.

47. The number of hours that Class Counsel has devoted to pursuing this litigation is reasonable and appropriate, considering, among other factors: (a) the scope and high stake’s nature of this proceeding; and b) the novelty and complexity of the claims asserted in the litigation.

48. The requested fee is in line with the fee range commonly granted in other class action cases in the Second Circuit and elsewhere as discussed more fully in Plaintiffs’ accompanying Memorandum of Law in support of their request for attorneys’ fees.

49. During the course of this case, Reese LLP incurred unreimbursed expenses. These expenses were reasonably and necessarily incurred in connection with the prosecution of this litigation. These expenses are reflected in the books and records of Reese LLP and are a true and accurate summary of the expenses for this case. The chart below details the expenses incurred by category.

| <b>CATEGORY</b>   | <b>EXPENSE AMOUNT</b> |
|---|-----------------------|
| Mediation Related Costs (including travel to mediation) | \$1289.90             |
| <b>TOTAL</b>  | <b>\$1,289.90</b>     |

#### **V. SERVICE AWARDS**

50. Class Counsel requests a service award of \$1000 for the Class Representative Plaintiffs. The named Plaintiffs were subjected to an extensive vetting interview. The named plaintiffs also provided information to substantiate the purchased products. The plaintiffs took on the responsibilities of class representatives, and were willing to be deposed, provide discovery, and testify at trial.

#### **VI. CONCLUSION**

For the reasons set forth in this declaration, Class Counsel respectfully requests that the Court grant Plaintiffs' Motion for an award of Attorneys' Fees, Expenses and Service Awards for Class Representative Plaintiffs.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 24th day of November, 2025 in New York, New York.

/s/ Michael R. Reese

Michael R. Reese