

Exhibit 1

Settlement Agreement

**IN THE CIRCUIT COURT OF PHELPS COUNTY,
STATE OF MISSOURI**

HANNAH RAMSEY- STANDAGE,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

ABBOTT LABORATORIES,

Defendant.

Case No. 22PH-CV00853

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement is entered into as of September 16, 2022, by and among Class Representative Hannah Ramsey-Standage, individually and on behalf of the Settlement Class Members, on the one hand, and Defendant Abbott Laboratories (“Defendant”), on the other hand. Each of Class Representative and Defendant shall be referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein are defined in Section II of this Settlement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

I. RECITALS

1.1 Plaintiff Hannah Ramsey-Standage filed the following Petition and Jury Demand – Class Action (“Petition”) on June 24, 2022 against Defendant, individually and on behalf of a class of Persons who purchased the Products during the Class Period. Plaintiff alleges in her

Petition that Defendant deceptively and unlawfully labeled, packaged, and marketed the Products (as defined below) as capable of making a stated number of fluid-ounce bottles of formula when following the instructions printed on the Product's labels. Plaintiff alleges that, contrary to these representations, the Products are not always capable of making the represented number of 4-ounce bottles of liquid formula when following the "Instructions for Preparation & Use," and instead contain a deficiency of between approximately 6%-15% in the total number of bottles that can be made under certain conditions.

1.2 The Petition alleges claims for violations of: the Missouri Merchandising Practices Act ("MMPA"); unjust enrichment; breach of express warranty; and breach of implied warranty.

1.3 Class Counsel has analyzed and evaluated the merits of all Parties' contentions and this Settlement as it affects all Parties and the Settlement Class Members. After taking into account the foregoing, along with the risks and costs of further litigation, Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action and the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members.

1.4 Defendant has denied, and continues to deny, all material allegations of the Petition, including that the Products were deceptively and unlawfully labeled, packaged, and marketed, or that any consumer suffered any harm or injury as a result of their purchase of the Products. Defendant asserts that its labeling and marketing is truthful and entirely accurate, and its products yield the number of 4-ounce bottles of liquid formula represented on the label. Without admitting the truth of any allegations made in the Action, or any liability with respect thereto, Defendant has concluded that it is desirable that the claims against it be settled and

dismissed on the terms reflected in this Agreement in order to resolve costly and burdensome litigation and to avoid further expense, inconvenience, and interference with ongoing business operations.

1.5 Defendant hereby consents, solely for the purposes of the Settlement set forth herein, to the certification of the Settlement Class and appointment of Class Counsel as counsel for the Settlement Class and the Class Representatives as representatives of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final, then Defendant retains all rights that it had immediately preceding its execution of this Agreement, including to object to the propriety of class certification in all other contexts and for all other purposes, and the Action will continue as if the Settlement Class had never been certified. The fact that Defendant conditionally consents herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in this Action or any other action, litigation, lawsuit, or proceeding of any kind whatsoever. The Parties agree, subject to approval by the Court, that the Action between Plaintiff and the Settlement Class, on the one hand, and Defendant, on the other hand, shall be fully and finally compromised, settled, and released on the terms and conditions set forth in this Agreement.

1.6 This Agreement is contingent upon the issuance by the Court of both preliminary approval and final approval. Should the Court not issue preliminary approval and/or final approval, Defendant does not waive, and instead expressly reserves, all rights to defend the Action.

1.7 This Agreement reflects a compromise between the Parties and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim or defense asserted

in any of the pleadings or filings in the Action, or of any fault on the part of Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability by or against any Party hereto.

II. DEFINITIONS

As used in this Agreement and the attached exhibits (which are an integral part of the Settlement and of this Agreement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Agreement specifically provides otherwise.

2.1 “Action” means the class action lawsuit styled as *Hannah Ramsey- Standage v. Abbott Laboratories*, Case No. 22PH-CV00853, Phelps County Circuit Court, Missouri.

2.2 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Agreement.

2.3 “Agreement” means this Class Action Settlement Agreement containing all terms, conditions, and exhibits which constitute the entire agreement between the Parties relating to the subject matter hereof.

2.4 “Application” means any application to be filed by Lead Class Counsel in this Action by which they will seek an award of attorneys’ fees, Class Representative Service Awards, and/or reimbursement of costs and expenses they incurred in prosecuting the Action.

2.5 “Attorneys’ Fees and Costs Award” means such funds as may be determined and awarded by the Court based on the Settlement described herein to compensate Class Counsel, as described more particularly in Section VII of this Agreement.

2.6 “Benefit” means the benefit to the Settlement Class as consideration for the Released Claims and a dismissal with prejudice of the Action. Benefit means the monetary payment available to a Claimant who files a Valid Claim under this Agreement. Benefit also includes the Programmatic Relief set forth in Section 5.1. The specific monetary Benefit paid to a Claimant who files a claim is subject to review, validation, and adjustments by the Settlement Administrator based upon the terms and conditions of this Agreement.

2.7 “Benefit Checks” are the form of payment issued for a Valid Claim as determined by the Settlement Administrator and in accordance with this Agreement.

2.8 “Challenged Language” means the representations on the Label of the Products regarding the number of fluid-ounce bottles of formula that can be made from the Products.

2.9 “Claim” means a request for relief pursuant to this Settlement submitted by a Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Agreement.

2.10 “Claim Form” means the proposed Claim Form in substantially the same form attached hereto as Exhibit A to be used by Settlement Class Members to make a Claim under the Settlement, which form is to be approved by the Court and to be posted online in accordance with Section VI of this Agreement.

2.11 “Claim Period” means the period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive a monetary Benefit as part of the Settlement, which shall end at the Claims Deadline. The Claim Period shall be at least ninety (90) days and the beginning and end dates shall be agreed between the Parties and Settlement Administrator in order to ensure constitutionally adequate notice.

2.12 “Claimant” means a Settlement Class Member who files a Claim seeking the monetary portion of the Benefit under this Agreement.

2.13 “Claims Deadline” means the date by which a Claim Form must be postmarked and mailed to the Settlement Administrator, or electronically submitted by 11:59 p.m. Central Time, to be considered timely, and shall be a date no later than 30 days after entry of the Final Approval Order or a date certain as may be reflected in the Court’s Preliminary Approval Order. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Settlement Notice and the Claim Form.

2.14 “Class Counsel” means the following: (i) Law Office of L. DeWayne Layfield, PLLC; (ii) KamberLaw LLC; (iii) Steelman Gaunt Crowley; (iv) Southern Atlantic Law Group, PLLC; and (v) Law Offices of Howard W. Rubenstein PA. Amongst the Class Counsel, (i) Law Office of L. DeWayne Layfield, PLLC, (ii) KamberLaw LLC, and (iii) Steelman Gaunt Crowley shall serve as “Lead Class Counsel.”

2.15 “Class Notice” means the Publication Notice, Media Plan, and Settlement Notice all in substantially the same form as set forth in Exhibit B attached hereto.

2.16 “Class Period” means the period of time commencing June 24, 2016 and ending on the date of Preliminary Approval of the Settlement by the Court.

2.17 “Class Representatives” means Hannah Ramsey-Standage, Kara Rutenbar Hatmaker, and Rita De Lao.

2.18 “Class Representative Service Awards” means any award that Lead Class Counsel seeks by application to, and is approved by, the Court that is payable to a Class Representative up to a maximum total amount of \$20,000 in the aggregate for the Class Representatives, which shall be apportioned equally among the Class Representatives (up to an amount of \$6,500 per Class

Representative).

2.19 “Court” means the Circuit Court of Phelps County, Missouri.

2.20 “Defendant” has the meaning set forth in the first paragraph of this Agreement.

2.21 “Defendant’s Counsel” means Latham & Watkins LLP and Berry Silberberg Stocks PC.

2.22 “Effective Date” means the fifth business day after the *last* of the following dates: (a) all Parties and their counsel have executed this Agreement; (b) the Court has entered the Final Approval Order; and (c) the date on which time to appeal or to seek permission to appeal from the Court’s approval of this Settlement has expired or, if appealed, approval of this Settlement has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or upon the denial of a writ of certiorari to review the order and final judgment from any court making the Final Approval Order a final, non-appealable judgment.

2.23 “Fairness Hearing” and/or “Final Approval Hearing” means the final hearing to be conducted by the Court, which the Parties shall make the best efforts to set within 75-days of the Preliminary Approval Order, to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Agreement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate the Class Representatives as the representatives of the Settlement Class and rule on any awards to the Class Representatives; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval of the Settlement; (e) rule on the Attorneys’ Fees and Costs Award; (f) rule on the payment of fees and costs to the

Settlement Administrator; and (g) consider whether to enter the Final Approval Order.

2.24 “Final Approval Order” means an order, to be entered by the Court, providing, among other things, certification of the class, final approval of the Settlement and approval of this Settlement, dismissal of the Action with prejudice as to the Class Representatives’ and Settlement Class Members’ claims against Defendant, and entry of final judgment with respect thereto.

2.25 “Household” means all Persons who share a single physical address. For all Persons who are a legal entity such as a corporation, partnership, business organization or association, or any other type of legal entity, there can be only one physical address used even if such Person has multiple offices.

2.26 “Labeling” or “Label” means all written, printed, or graphic matter appearing upon the packaging of any Product, as well as all written, printed, or graphic matter used in the distribution or sale of any Product, including, without limitation, all information, representations, instructions, and pictorial content published or appearing in advertising, promotions, commercials, displays, print media, websites, social media, television, and all other media platforms and outlets, describing, explaining, and/or promoting any Product.

2.27 “Maximum Settlement Amount” means the maximum settlement amount the Defendant has agreed to pay to settle the Action in exchange for a full release and dismissal of the Action with prejudice, which is \$19,500,000 (nineteen million five hundred thousand dollars) in the aggregate. The following shall be deducted from the Maximum Settlement Amount: (a) the amount awarded to Class Counsel for attorneys’ fees and costs/expenses; (b) the amount awarded to Settlement Class Representatives for service awards; (c) reasonable and necessary claims Administration Expenses (including any and all payments to the Settlement Administrator for cost of notice, costs of administration, administration expenses, administration fees or other charges by

the Settlement Administrator in connection with the administration and processing of claims under the terms of this Settlement Agreement or Orders of the Court implementing this Settlement Agreement); and (d) the cash portion of the Benefit. The Maximum Settlement Amount will not include any costs related to the Programmatic Relief, which will be paid by Defendant. Defendant shall not be liable to pay more than the Maximum Settlement Amount. In the event that the Valid Claims, Class Counsel's fees and costs, Class Representatives' awards, and claims Administration Expenses (including any and all payments to the Settlement Administrator for cost of notice, costs of administration, administration expenses, administration fees or other charges by the Settlement Administrator in connection with the administration and processing of claims under the terms of this Settlement Agreement or Orders of the Court implementing this Settlement Agreement) exceed the Maximum Settlement Amount, then the Benefit paid to each Settlement Class Member will be reduced pro rata.

2.28 "Media Plan" means the notice plan, in substantially the same form attached hereto as part of Exhibit B, developed by the Settlement Administrator to notify the Settlement Class of the Settlement Notice and to command the Settlement Class Members' attention to their rights under the Settlement.

2.29 "Motion for Preliminary Approval of Settlement" means the motion, to be filed by Plaintiff, seeking entry by the Court of the Preliminary Approval Order, and includes all supporting papers.

2.30 "Notice Date" means the date on which the Settlement Administrator disseminates the Settlement Notice consistent with the Preliminary Approval Order. The Notice Date shall be no later than thirty (30) days after the Court's entry of the Preliminary Approval Order.

2.31 "Objection" means an objection properly filed with the Court in conformance with

the terms of the Preliminary Approval Order by a member of the Settlement Class, objecting to any aspect of the Settlement.

2.32 “Objection Deadline” means sixty (60) days after the Notice Date.

2.33 “Opt-Out” means a request by a member of the Settlement Class to be excluded from the Settlement Class by following the procedures set forth in the Preliminary Approval Order and the Class Notice.

2.34 “Opt-Out Deadline” means sixty (60) days after the Notice Date.

2.35 “Parties” has the meaning set forth in the first paragraph of this Agreement.

2.36 “Person” means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

2.37 “Plaintiff” means Hannah Ramsey-Standage.

2.38 “Plaintiff’s Counsel” means the following: (i) Law Office of L. DeWayne Layfield, PLLC; (ii) KamberLaw LLC; (iii) Steelman Gaunt Crowley; (iv) Southern Atlantic Law Group PLLC; and (v) Law Offices of Howard W. Rubinstein, PA.

2.39 “Preliminary Approval Order” means an order, in substantially the same form of the Proposed Preliminary Approval Order attached hereto as Exhibit D, to be entered by the Court granting, among other things, preliminary approval of the Settlement.

2.40 “Product” and/or “Products” means the Abbott Laboratories infant formula products listed on Exhibit C which may be amended by the Parties to include or exclude additional products to reflect a complete and accurate list of the Products, so long as the amended Exhibit C is filed with the Preliminary Approval Motion. In addition, and although the content of Exhibit C has been exhaustively researched for completeness and accuracy, the term “Product” and/or “Products” includes all Abbott Laboratories powdered infant formula products that have a Label representing that the Product can make a certain number of bottles of infant formula, even if not included in the list explicitly by

SKU number or if the description of the product or SKU number on this list differs from the actual Product due to a scrivener's error.

2.41 "Proof of Purchase" means a receipt or purchase record from a Released Party, a removed UPC code, or other documentation from a third-party commercial source reasonably establishing, in the sole determination of the Settlement Administrator, the fact and date of purchase of the applicable Product during the Class Period in the United States.

2.42 "Proposed Preliminary Approval Order" means the order attached hereto as Exhibit D.

2.43 "Programmatic Relief" means the relief as set forth in detail in paragraph 5.1 below.

2.44 "Publication Notice" means the proposed short form notice, in substantially the same form attached as part of Exhibit B hereto as well as attached to the Proposed Preliminary Approval Order, to be approved by the Court and to be published in accordance with Section VI of this Agreement.

2.45 "Releases" means all releases identified in Section XII of this Agreement.

2.46 "Released Claims" are those claims defined in paragraph 12.2 of this Agreement.

2.47 "Released Parties" means, but is not limited to, all manufacturers, distributors, retailers, sellers, and resellers of any Products, including Abbott Laboratories, together with each of the foregoing Parties' direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, divisions, holding entities, past and present affiliates and banners, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all current and former officers, directors, managers, members, partners, owners, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, and other equity interest holders of any of the foregoing,

and their heirs, executors, administrators, and assigns who sold the Products prior to the date of the Preliminary Approval Order, or any other party to whom any released party would owe a contractual or legal duty of indemnification (or similar obligation) for damages arising from the conduct released hereby.

2.48 “Releasing Parties” means Plaintiff, the Class Representatives, all Settlement Class Members, and any Person claiming by or through them, including any Person claiming to be their spouse, parent, child, heir, guardian, associate, co-owner, agent, insurer, administrator, devisee, predecessor, successor, assignee, equity interest holders or representatives of any kind (other than Plaintiff’s Counsel), shareholder, partner, member, director, employee or affiliate, and their heirs, executors, administrators, and assigns.

2.49 “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and attached exhibits.

2.50 “Settlement Administrator” means Kroll Settlement Administration (“Kroll”) and notice of the Settlement shall be issued via publication with a settlement website where Settlement Class Members may read the detailed Class Notice to learn of their rights and procedures to Opt-Out or object. The Settlement Administrator will develop a detailed notice and media plan that meets constitutional due process requirements. Additionally, the Settlement Administrator will administer the Claims processing and may request additional information to validate suspicious or potentially fraudulent Claim Forms.

2.51 “Settlement Class” means, for purposes of the Settlement only, Defendant’s agreement to the certification of a Settlement Class that includes: All residents of the United States who purchased in the United States the Products during the Class Period for personal and household use and not for resale. Excluded from the Settlement Class are the following: (a)

Persons who purchased or acquired any Products for resale; (b) the Released Parties; (c) all Persons who file a timely and valid Opt-Out; (d) Plaintiff's Counsel, their employees and counsel, as well as the household members of Plaintiff's employees and counsel; (e) Defendant's Counsel, their employees, and counsel as well as the household members of Defendant's employees and counsel; (f) federal, state, and local governments, political subdivisions or agencies of federal, state and local governments; and (g) the judicial officers, courtroom staff, and members of their households overseeing the Action.

2.52 "Settlement Class Members" means all Persons who are members of the Settlement Class.

2.53 "Settlement Notice" means a long form notice substantially in the same form attached as part of Exhibit B hereto and attached to the Proposed Preliminary Approval Order, to be approved by the Court and to be disseminated in accordance with Section VI of this Agreement.

2.54 "Settlement Website" means the website to be created for this Settlement that will include information about the Action, the Settlement, and relevant documents and electronic and printable forms relating to the Settlement, including the Claim Form which can be submitted online or printed and mailed, and which Settlement Class Members can visit to read or request additional information regarding the Settlement. The Settlement Website shall be designated by the Settlement Administrator. The parties agree that the settlement website shall be called "anservingsettlement.com."

2.55 "Tier" means the category a Settlement Class Member elects and is qualified under which to receive payment of a Benefit.

2.56 "Unit" means a stock keeping unit of any Product.

2.57 "Valid Claim" means a Claim Form submitted by a Settlement Class Member that

is (a) submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) on the initial submission, accurately, fully, and truthfully completed and executed, with all of the information required by the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and post-marked by the Claims Deadline or, if submitted online, is received by 11:59 p.m., Central Time, on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator.

2.58 Capitalized terms in this Agreement not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement.

III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

3.1 This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in, this Agreement, nor any action taken hereunder, shall constitute or be construed as an admission of: (a) the validity of any claim or allegation or of any potential or asserted defense in the Action; or (b) any wrongdoing, fault, violation of law, or liability on the part of any Party, Released Party, Settlement Class Member, or their respective counsel.

3.2 For further clarity, the Parties will agree to certification of the Settlement Class as described above solely for the purposes of the Settlement. The Parties' stipulation to the certification of the Settlement Class is for purposes of this Agreement only. The Parties' agreement to the certification of the Settlement Class solely for the purpose of this Agreement does not, and shall not, constitute, in this or any other proceeding, an admission by Defendant or any of the other Released Parties of any kind or any determination that certification of a class for trial or other litigation purposes in the Action or any other separate action is, or would be, appropriate. If the Settlement is not granted a Final Approval Order or this Agreement is otherwise

terminated or rendered null and void, the certification of the Settlement Class shall be automatically vacated and shall not constitute evidence or any determination that the requirements for certification of a class for trial or other litigation purposes in the Action or any other action are satisfied; in such circumstances, the Parties agree that Defendant has reserved all rights to challenge certification of any class or subclass for trial or other litigation purposes in the Action or in any other action on all available grounds as if no class had been certified in the Action for purposes of the Settlement.

3.3 For the purpose of implementing this Agreement, and for no other purpose, the Parties stipulate to the conditional certification of the Settlement Class in this Action as set forth in the Proposed Preliminary Approval Order. If for any reason this Agreement should fail to become effective, the Parties' agreement to certification of the Settlement Class provided for in this Section III, or to any other class or subclass, shall be null and void, and the Parties, and the Released Parties, shall return to their respective positions in the Action before this Agreement was executed.

IV. REQUIRED EVENTS

As soon as practicable after the execution of this Agreement, but no later than seven (7) days after execution of this Agreement, Plaintiff shall file in the Action this Agreement and a motion seeking entry of the Preliminary Approval Order, which Preliminary Approval Order shall by its terms accomplish all the following:

4.1 Preliminarily approve the Settlement and this Agreement as adequate, fair and reasonable to the Settlement Class;

4.2 Conditionally certify the Settlement Class for the purpose of effecting the Settlement;

4.3 Designate the Class Representatives as the Representatives of the Settlement Class;

4.4 Designate Lead Class Counsel and Class Counsel as counsel for the Settlement Class;

4.5 Approve the Settlement Administrator and instruct the Settlement Administrator to perform the following functions in accordance with the terms of this Agreement, the Preliminary Approval Order, and the Final Approval Order:

- a. Process Opt-Out requests in accordance with Section IX of this Agreement;
- b. Process Objections in accordance with Section IX of this Agreement;
- c. Process Claim Forms in accordance with Section VI of this Agreement;
- d. Before disseminating the Settlement Notice, establish the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement and to submit Claim Forms; and
- e. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access Settlement information.

4.6 Approve the form, contents, and method of notice to be given to the Settlement Class as set forth in Section VI of this Agreement, and direct the Settlement Administrator to provide, and cause to be provided, such notice and to file with the Court a declaration of compliance with those notice requirements, as set forth in Section VI of this Agreement.

Plaintiff's Motion for Preliminary Approval of Settlement shall request that the Court set a date for the Final Approval Hearing no more than 75-days following the entry of the Preliminary

Approval Order.

V. SETTLEMENT CONSIDERATION AND PROCEDURES FOR PROVIDING BENEFITS TO SETTLEMENT CLASS MEMBERS

5.1 Programmatic Relief

For a period (the “Restricted Period”) beginning on the six-month anniversary of the date of entry by the Court of the Final Approval Order (the “FAO Date”) and ending on the 3-year anniversary of the FAO Date, Defendant shall either: (1) remove the Challenged Language from the Labeling of the Products (referred to herein as “Option 1”); or (2) revise the Challenged Language such that the representations regarding the number of bottles of formula that each Product can deliver shall be based on the number of bottles that can be made from the powder contents of the Product when following the instructions printed on the Product’s Labels for preparation of an individual bottle. Defendant shall have the option to select Option 1 or Option 2 with respect to each individual variety or stock-keeping unit (“SKU”) of the Products, may elect Option 1 with respect to certain Products and Option 2 with respect to other Products, and may change the Labeling of any given Product during the Restricted Period so long as the Labeling complies with the requirements of either Option 1 or Option 2.

For the avoidance of doubt, the Released Parties, including Defendant, (i) shall be permitted to sell existing Product inventory and Products manufactured prior to the commencement of the Restricted Period (the “Specified Inventory”) in the ordinary course of business and (ii) shall not be required to withdraw, destroy, or recall any Products included in the Specified Inventory in connection with the Programmatic Relief described herein.

If, after Defendant has effectuated the Label change to remove the Challenged Language, Class Counsel believes that the Labeling of any Product does not comply with this section, they shall provide written notice to Defendant of the specific facts and circumstances of any alleged

non-compliance and discuss in good faith with Defendant appropriate changes, if any, to the then-existing Labeling; to the extent agreed, Defendant will then have 120 days from the date of such agreement to bring its practices into compliance with this Section 5.1 and will not be deemed to be in breach of this Agreement if it does so within such 120-day period. If no agreement is reached, Class Counsel may apply to the Court to enforce the Agreement. Nothing in this Section 5.1 or elsewhere in this Agreement is intended to modify the terms of the respective supplier agreements.

5.2 Monetary Benefit Available to Settlement Class Members

Subject to the rights, terms, and conditions of this Agreement, Defendant will pay or cause to be paid Valid Claims based on which of the following two Tiers the Settlement Class Member elects and for which the Settlement Class Member qualifies:

- a) Tier 1. Settlement Class Members who elect to fill out the Claim Form section for Tier 1 and who do not have valid Proof of Purchase may recover \$3.00 per Unit purchased, up to a maximum of 5 units, for a benefit of up to a maximum of \$15.00 per Household; or
- b) Tier 2. Settlement Class Members who elect to fill out the Claim Form section for Tier 2 and who provide valid Proof(s) of Purchase may recover \$3.00 per Unit purchased for the number of Units for which a valid Proof of Purchase has been provided, up to a maximum of 15 units, for a benefit of up to a maximum of \$45.00 per Household.

For the avoidance of doubt, a Settlement Class Member may file a single Claim only, electing either Tier 1 or Tier 2 per Household. Also for the avoidance of doubt, in the event that the Valid Claims, Class Counsel's fees and costs, Class Representatives' awards, and claims Administration

Expenses (including any and all payments to the Settlement Administrator for cost of notice, costs of administration, administration expenses, administration fees or other charges by the Settlement Administrator in connection with the administration and processing of claims under the terms of this Settlement Agreement or Orders of the Court implementing this Settlement Agreement) exceed the Maximum Settlement Amount, then the Benefit paid to each Settlement Class Member will be reduced pro rata.

5.3 No Unclaimed Property Rights

Defendant guarantees to pay the Benefit as determined by the Settlement Administrator pursuant to the terms and conditions of this Agreement. Notwithstanding anything to the contrary, Defendant shall pay Valid Claims only. This Agreement does not create any vested property interest or unclaimed property rights for Settlement Class Members who do not file Valid Claims. Any unclaimed portion of the Maximum Settlement Amount remains the property of Defendant.

VI. PROCEDURES FOR PROVIDING BENEFIT TO SETTLEMENT CLASS MEMBERS

6.1 Plaintiff shall request that the Court approve Kroll as the Settlement Administrator. The Settlement Administrator shall, subject to the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel, Defendant's Counsel, the Parties, and their representatives, promptly upon request.

6.2 At the election of the Settlement Class Members, the Settlement Administrator

shall accept Claim Forms submitted in paper via first class mail or online at the Settlement Website. Claim Forms mailed must be postmarked by the Claims Deadline, or submitted online no later than 11:59 p.m. Central Time of the Claims Deadline. Claim Forms postmarked or submitted online after that date will not be Valid Claims. The Settlement Administrator will track Claim Forms with unique security identifiers or control numbers issued to Persons who seek to file a Claim. For Claim Forms that are submitted online, the Settlement Class Member shall have the opportunity to upload a Proof of Purchase image file (e.g., jpg, tif, pdf), to preview and confirm information entered in the Claim Form prior to submitting the Claim, and to print a page immediately after the Claim Form has been submitted showing the information entered, the names of image file(s) uploaded, and the date and time the Claim Form was submitted.

6.3 On the Claim Form, the Settlement Administrator shall validate that the Settlement Class Member has completed all sections of the Claim Form completely and certified the truth and accuracy of the following information under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the Claim will not be considered a Valid Claim by the Settlement Administrator:

6.3.1 For Tier 1 No-Proof Claims

- a) The Settlement Class Member's name and mailing address;
- b) The Settlement Class Member's email address (unless the Settlement Class Member requests a Claim Form by mail, in which case an email address is optional);
- c) The number of Units purchased during the Class Period, and the store where purchased;
- d) The price paid per unit;

- e) That the claimed purchases were not made for purposes of resale; and
- f) A security code or control number provided by the Settlement Administrator.

6.3.2. For Tier 2 Proof of Purchase Claims:

- a) The Settlement Class Member's name and mailing address;
- b) The Settlement Class Member's email address (unless the Settlement Class Member requests a Claim Form by mail, in which case an email address is optional);
- c) The number of Units purchased during the Class Period for which true and accurate proof of purchase is being provided;
- d) That the claimed purchases were not made for purposes of resale; and
- e) A security code or control number provided by the Settlement Administrator.

6.4 The Settlement Administrator shall be responsible for, among other things, providing notice as set forth in the Media Plan, processing Claim Forms, and administering the Settlement Website, Opt-Out process, and Settlement claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for Opt-Out). The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Settlement Administrator and Parties shall have the right to audit claims, and the Settlement Administrator may request additional information from Settlement Class Members including by cross examination. The Settlement Administrator will approve Valid Claims and issue payment based upon the terms and conditions of this Agreement or may reject

Claims which are not Valid Claims or evidence waste, fraud, or abuse. The determination of validity of Claims shall occur within sixty (60) days of the end of the Claim Period. The Parties may challenge the Settlement Administrator's determination of validity prior that time. The Settlement Administrator will consider such challenges in good faith. The Settlement Administrator shall approve or deny all Claims, and its decision shall be final, binding, and non-appealable by the Party or by Settlement Class Members. None of Plaintiff, the Class Representatives, Class Counsel, Defendant or Defendant's Counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

6.5 Defendant shall deposit the sum to pay the Valid Claims in an account established and maintained by the Settlement Administrator either: (i) within twenty (20) business days after the Settlement Administrator makes the final determination of validity of Claims, or (ii) sixty (60) days after the Effective Date, whichever is later. Within (10) days after the Court grants Preliminary Approval of the Settlement, Defendant shall directly deposit with Kroll the sums to cover the reasonable costs of settlement administration.

6.6 The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with information concerning notice, administration, and implementation of the Settlement. Should the Court request or should it be reasonably advisable to do so, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator. Without limiting the foregoing, the Settlement Administrator shall:

- a) Promptly, but in no circumstances more than five business days after receipt of such requests, forward upon request to Defendant's Counsel and Class

- Counsel, copies of all documents and other materials relating to the administration of the Settlement;
- b) Receive requests from Settlement Class Members to Opt-Out from the Settlement Class and promptly provide to Class Counsel and Defendant's Counsel a copy thereof upon receipt. If the Settlement Administrator receives any Opt-Out requests from Settlement Class Members after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
 - c) Provide reports and summaries, as requested, to Class Counsel and Defendant's Counsel, including, without limitation, reports regarding the number of Claim Forms received and the identity of the Settlement Class Members;
 - d) Employ reasonable procedures to screen Claim Forms for waste, fraud, and abuse and shall reject a Claim Form, or any part of a Claim for a payment reflected therein, where the Settlement Administrator determines that there is evidence of waste, fraud, or abuse. The Settlement Administrator will review each Claim Form based upon the initial submission by the Settlement Class Member and ensure that each is complete, properly substantiated and, based on the substantiation, determine the appropriate Benefit to be paid, if any, in accordance with the terms of this Agreement. The Settlement Administrator is empowered to pay Valid Claims only;
 - e) Prepare a declaration attesting to compliance with the Class Notice requirements set forth below and identifying all Opt-Outs and/or objectors.

Such declaration shall be provided to Defendant's Counsel and Class Counsel for filing with the Court no later than seven (7) days prior to the Final Approval Hearing; and

- f) Issue Benefit Checks. Defendant is obligated to pay Valid Claims only. All Benefit Checks issued pursuant to the Settlement shall bear in the legend that they expire if not negotiated within sixty (60) days of their date of issue. To the extent that a Benefit Check issued to a Settlement Class Member is not cashed or deposited within sixty (60) days after the date of issue, the check will be void.

6.7 Other than as set forth herein, the Parties and their counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; or (ii) the determination, administration, calculation or payment of any claims asserted by Class Members.

VII. LEAD CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY'S FEES, REIMBURSEMENT OF COSTS, AND SERVICE AWARDS FOR CLASS REPRESENTATIVES

7.1 Lead Class Counsel may file a request for an Attorneys' Fees and Costs Award that is less than or equal to \$5,850,000 (five million eight hundred fifty thousand dollars) in the aggregate, which will cover the attorneys' fees and costs awarded by the Court to Class Counsel for all the past, present, and future attorneys' fees, costs (including court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with the Action, and which will come from the Maximum Settlement Amount. Lead Class Counsel agrees that they will not file any request with the Court seeking an Attorneys' Fees and Costs Award that

is greater than \$5,850,000 in the aggregate. Neither Defendant nor Defendant's Counsel shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Class Counsel, and/or any other person who may assert some claim thereto, of any Attorneys' Fees and Costs Award that the Court may make.

7.2 Court approval of the Attorneys' Fees and Costs Award will not be a condition of the Settlement. If the Court denies, in whole or part, Lead Class Counsel's Application for Attorneys' Fees and Costs Award, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor the Class Representatives will request, nor will they accept, any award inconsistent with these terms in paragraph 7.1 or paragraph 7.2.

7.3 Lead Class Counsel shall also submit to the Court an Application seeking the Class Representatives' Service Award. If approved by the Court, this award shall be payable equally to the Class Representatives up to a maximum total amount of \$20,000 in the aggregate, to compensate each of the Class Representatives for their effort in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class.

7.4 Defendant shall deposit the sums awarded and approved by the Court in an account established and maintained by the Settlement Administrator no later than twenty (20) business days following the earlier of (i) the Effective Date or (ii) such date that Class Counsel provides payment security in a form agreed by Class Counsel and Defendant in its sole discretion (which security shall provide for recovery of all fees and expenses paid to Class Counsel in the event that the final judgment or Attorneys' Fees and Costs Award is reversed or otherwise reduced); provided, that the date described in clause (ii) shall not occur prior to the entry of the Final Approval Order and award of the Attorneys' Fees and Costs Award. Defendant

agrees that it will pay the amounts approved by the Court within the time required by this paragraph.

7.5 Class Counsel shall provide Defendant with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice, and in no instance later than the Effective Date, to allow Defendant to make the Attorneys' Fees and Costs Award payment as set forth above.

VIII. NOTICE AND DISSEMINATION TO THE SETTLEMENT CLASS, AND CLAIMS DEADLINE

Subject to Court approval, the Parties agree that the Settlement Administrator shall cause notice of the proposed Settlement to be provided to the Settlement Class (in both the English and Spanish languages) by the following methods:

8.1 Settlement Notice

The Parties agree that the Settlement Notice shall otherwise be in the manner and form agreed by the Parties and approved by the Court. Collectively, the Settlement Notice shall in general terms set forth and sufficiently inform the Settlement Class Members of: (1) a short, plain statement of the background of the Action, the Settlement Class certification, and the essential terms of the Settlement; (2) appropriate means for obtaining additional information regarding the Settlement and the Action; (3) appropriate information concerning the procedure for objecting or opting-out from the Settlement, if they should wish to do so; and (4) that any relief to Settlement Class Members is contingent on the Court's final approval of the Settlement. The Parties will request the Court to approve the Settlement Notice in the Preliminary Approval Order.

8.2 Publication Notice

Similarly, the Settlement Administrator will cause the Publication Notice to be published in accordance with the Media Plan attached as part of Exhibit B. The Parties agree that the

Publication Notice provides to the Settlement Class and Settlement Class Members information sufficient to inform them of: the essential terms of the Settlement; appropriate means for obtaining additional information regarding the Settlement and the Action; and, appropriate information about the procedure for objecting or opting-out from the Settlement, if they should wish to do so. Because the Media Plan is determined to be the best notice practicable under the circumstances and satisfies due process, the Parties will request the Court to approve the Media Plan in the Preliminary Approval Order. For clarity, no press release will be circulated outside the provisions of the approved Media Plan.

8.3 Settlement Website

The Settlement Administrator will establish a Settlement Website that will contain the Class Action Petition in the Action, the Motion for Preliminary Approval, the Preliminary Approval Order, this Agreement, Settlement Notice, Publication Notice, and Claim Forms. The Settlement Website will also identify key deadlines and dates (e.g., the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, and the date of Final Approval Hearing), and direct Settlement Class Members on how to submit Claim Forms and include a “Frequently Asked Questions” section.

8.4 Toll-Free Telephone Support Line

The Settlement Administrator will establish a toll-free telephone support line that will provide Settlement Class Members with general information about the Action and will respond to frequently asked questions about the Action and claim procedure available exclusively through an interactive voice response (IVR), which shall be available in English and Spanish.

8.5 Methods for Dissemination of Notice

As soon as practicable, but no later than thirty (30) days after the Court’s entry of the

Preliminary Approval Order, the Settlement Administrator shall disseminate the Settlement Notice consistent with the Preliminary Approval Order by setting up the Settlement Website on the Internet and posting both the Settlement Notice and Publication Notice.

Within thirty (30) days after the entry of the Preliminary Approval Order, the Settlement Administrator shall publish the Publication Notice pursuant to the Media Plan.

8.6 Declaration of Compliance

The Settlement Administrator shall prepare a declaration attesting to compliance with the Settlement Notice requirements set forth above and a statement of the number of Persons the Media Plan reached. Such declaration shall be provided to Defendant's Counsel and Class Counsel and filed with the Court no later than seven (7) days prior to the Final Approval Hearing.

8.7 Report on Requests for Exclusion and Objections

Not later than seven (7) days before the Final Approval Hearing, the Settlement Administrator shall prepare and deliver to Class Counsel, who shall file with the Court, and Defendant's Counsel, a report stating the total number of Persons who have submitted timely and valid Opt-Out requests from the Settlement Class and Objections to the Settlement, and the names of such Persons.

IX. OBJECTIONS AND REQUESTS FOR EXCLUSION

9.1 Objections

Any Settlement Class Member who intends to object to the Settlement must do so no later than the Objection Deadline. In order to object, the Settlement Class Member must file with the Clerk of the Court, and provide a copy to the Settlement Administrator, Class Counsel, and Defendant's Counsel, a document that includes:

- a) The case name and number, *Ramsey-Standage v. Abbott Laboratories*,

No. 22PH-CV00853 (Phelps County Circuit Court, MO);

- b) The name, address, telephone number, and, if available, the email address of the Person objecting;
- c) The name and address of the lawyer(s), if any, who is representing the Person making the Objection or who may be entitled to compensation in connection with the Objection;
- d) A detailed statement of Objection(s), including the grounds for those Objection(s);
- e) Copies of any papers, briefs, or other documents upon which the Objection is based;
- f) A statement of whether the Person objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- g) The identity of all counsel (if any) who will appear on behalf of the Person objecting at the Final Approval Hearing and all Persons (if any) who will be called to testify in support of the Objection;
- h) A statement of their membership in the Settlement Class, including all information required by the Claim Form;
- i) The signature of the Person objecting, in addition to the signature of any attorney representing the Person objecting in connection with the Objection; and
- j) A detailed list of any other objection by the Settlement Class Member, or their counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the

Settlement Class Member or their counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, they shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement. This information is requested in order to assist the Court in determining whether the Objection is made by a professional objector seeking financial consideration for their efforts. Failing to provide this information will not affect the validity of the Objection, but may result in the Court presuming that the Objection is made by a professional objector.

9.2 Compliance with Objection Requirements

Any Settlement Class Member who fails to file and serve timely a written Objection containing all of the information listed in the items (a) through (j) of the preceding paragraph, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by any means, including but not limited to an appeal.

Any Settlement Class Member who submits a timely written Objection shall consent to deposition by Class Counsel and/or Defendant's prior to the Final Approval Hearing.

9.3 Requests for Exclusion

Any Settlement Class Member may Opt-Out. A Settlement Class Member who wishes to Opt-Out must do so no later than the Opt-Out Deadline. In order to Opt-Out, a Settlement Class Member must mail to the Settlement Administrator a request to Opt-Out that is received no later than the Opt-Out Deadline. The Opt-Out request must contain the requestor's name, address, the

words “I wish to be excluded from the *Ramsey-Standage v. Abbott Laboratories* Class Action,” and signature.

Opt-Out requests that are received after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who submits an untimely Opt-Out request will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Approval Order. Except for those Persons who have properly and timely submitted Opt-Out requests, all Settlement Class Members will be bound by this Agreement and the Final Approval Order, including the Releases contained herein, regardless of whether they file a Claim or receive any monetary relief.

Any Person who timely and properly submits an Opt-Out request shall not: (a) be bound by any orders or the Final Approval Order nor by the Releases contained herein; (b) be entitled to any relief under the Settlement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement.

Each Person requesting to Opt-Out from the Settlement Class must personally sign his/her own individual Opt-Out request. No Person may Opt-Out of the Settlement Class by any other Person, and no Person shall be deemed to have Opted-Out of the Settlement Class through any purported “mass” or “class” Opt-Outs.

The Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with a final list of timely Opt-Out requests received by the Settlement Administrator within five (5) business days after the Opt-Out Deadline.

In the event that a Person submits an Opt-Out and an Objection, or presents a submission that is otherwise unclear on its face, as determined by the Settlement Administrator, the submission shall be interpreted to be an Opt-Out.

In the event that the greater of 2% of the total number of Valid Claims or more than five-thousand (5,000) Persons submit timely and valid Opt-Out requests, Abbott shall have the right to terminate this Agreement and the Settlement.

X. COSTS OF NOTICE AND ADMINISTRATION

Out of the Maximum Settlement Amount (and not to exceed same), Defendant will pay actual fees and expenses for: (a) the costs of preparing and disseminating the notices provided for in Section VI above; and (b) the other Administration Expenses, including payments made for the services of the Settlement Administrator and third-party Administration Expenses. The payment of fees and expenses will come from, and not exceed, the Maximum Settlement Amount. Notwithstanding anything to the contrary herein, Defendant shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of Plaintiff or Class Counsel in: (a) responding to inquiries about this Agreement, the Settlement, or the Action; (b) defending this Agreement or the Settlement against any challenge to either or both of them; or (c) defending against any challenge to the Preliminary Approval Order, Final Approval Order, or judgment entered pursuant to this Agreement.

XI. PROCEDURES FOR SETTLEMENT APPROVAL

11.1 Preliminary Approval

Plaintiff shall move the Court for entry of the Preliminary Approval Order as set forth in Article IV.

11.2 Final Approval

No fewer than seven (7) days prior to the date set by the Court for the Fairness Hearing, Plaintiff shall apply to the Court for entry of the Final Approval Order, subject to changes agreed to by the Parties for accuracy, formatting, or clarity.

At the Fairness Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which: (a) grants final approval of the certification of the Settlement Class solely for the purposes of the Settlement; (b) designates the Class Representatives; (c) designates Class Counsel conditionally approved in the Preliminary Approval Order; (d) grants final approval to the Settlement and establishes this Agreement as fair, reasonable, and adequate to the Settlement Class; (e) provides for the Releases of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims; (f) approves the final list of timely Opt-Outs provided by the Settlement Administrator who will not be bound by the Settlement and Final Approval Order; (g) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Action, and incorporates the Releases stated in this Agreement, with each of the Parties to bear its or his own costs and attorneys' fees, except as provided in Section VII above; and (h) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Agreement.

Lead Counsel will seek the Court's authorization for the payment by Defendant of the Attorneys' Fees and Costs Award and the Class Representatives Service Award by separate order, in accordance with Section VII above and the terms of this Agreement.

XII. RELEASES

12.1 By executing this Agreement, the Parties acknowledge that, upon both the entry of the Final Approval Order by the Court, and the passing of the Effective Date, the Action shall be dismissed with prejudice, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Released Parties. The Final Approval Order shall provide for and effect the full and final release, by the Releasing Parties, of all Released Claims, consistent with the terms of this Agreement. The relief provided for in this Agreement shall be

the sole and exclusive remedy for any and all claims of Settlement Class Members against the Released Parties related to the Released Claims.

12.2 The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, asserted or unasserted, claims, demands, liabilities, rights, debts, obligations, liens, contracts, agreements, judgments, actions, suits, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, penalties, fees, attorneys' fees, and/or obligations of any nature whatsoever (including "Unknown Claims" as defined below), whether at law or in equity, accrued or unaccrued, whether previously existing, existing now or arising in the future, whether direct, individual, representative, or class, of every nature, kind and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, relating in any way to any conduct prior to the date of the Preliminary Approval Order and that: (a) is or are based on any act, omission, inadequacy, misstatement, representation (express or implied), harm, matter, cause, or event related to any Product; (b) involves legal claims related to the Products that have been asserted in the Action or could have been asserted in the Action; or (c) involves the advertising, marketing, promotion, purchase, sale, distribution, design, testing, manufacture, application, use, performance, warranting, packaging or Labeling of the Products (collectively, the "Released Claims"). The Parties acknowledge and agree that personal injury claims are not part of any of the facts alleged by Class Representatives and that personal injury claims are not included within the Released Claims. The Parties further acknowledge and agree that alleged claims for personal injury and economic loss related to the recall of powdered infant

formula products from Abbott's Sturgis, MI facility, as set forth in the August 5, 2022 Transfer Order in the In Re: Recalled Abbott Infant Formula Products Liability Litigation, MDL No. 3037, are not part of any of the facts alleged by Class Representatives and that recall-related purchase price reimbursement claims are not included within the Released Claims.

12.3 Nothing herein is intended to release: any claims that any governmental agency or governmental actor may have against the Released Parties, any claims asserted for acts or omissions outside of the Class Period, or any claims on behalf of any other entity other than the Releasing Parties.

12.4 Without limiting the foregoing, the Released Claims specifically extend to and include claims related to the Products that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the releases contained herein, become effective, including, without limitation, any Released Claim that if known, might have affected the Releasing Parties' settlement with, and agreement to release, the Releasees, or might have affected a decision not to object to or Opt-Out of this Settlement (the "Unknown Claims"). This paragraph constitutes a waiver of, without limitation as to any other applicable law, section 1542 of the California Civil Code and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States that is similar, comparable, or equivalent to section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

12.5 The Releasing Parties understand and acknowledge the significance of these waivers of section 1542 of the California Civil Code and any other applicable federal or state

statute, case law, rule, or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Action and the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts at any time.

12.6 Each of the Releasing Parties shall forever refrain, whether directly or indirectly, from instituting, filing, maintaining, prosecuting, assisting with or continuing any suit, action, claim, or proceeding against any of the Released Parties in connection with any of the Released Claims (a “Precluded Action”). If any of the Releasing Parties does institute, file, maintain, prosecute, or continue any such Precluded Action, Plaintiff and Class Counsel shall cooperate with the efforts of any of the Released Parties to obtain dismissal with prejudice. The releases provided for herein shall be a complete defense to, and will preclude, any Released Claim in any suit, action, claim, or proceeding. The Final Approval Order shall further provide for and effect the release of all known or unknown claims (including Unknown Claims) actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney’s fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, contingent or absolute, that the Released Parties now have against Plaintiff, Class Representatives, or Class Counsel, by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action, except with respect to any breach of the terms of this Agreement by any of Plaintiff, Class Representatives, or Class Counsel.

12.7 The Court shall retain jurisdiction over the Parties and this Agreement with respect to the future performance of the terms of this Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken.

XIII. FINAL SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Settlement Class for the purposes of this Settlement, grants final approval of this Agreement and the Settlement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of this Agreement and the Parties' performance of their continuing rights and obligations hereunder. Court approval of the Attorneys' Fees and Costs Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for an Attorneys' Fees and Costs Award, the remainder of the terms of this Agreement shall remain in effect.

XIV. REPRESENTATIONS AND WARRANTIES

Each specified Party represents and warrants, severally and not jointly, to the other Parties as follows:

14.1 Each Party has had the opportunity to receive, and has received, independent legal advice from their attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

14.2 Defendant represents and warrants that: (a) it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary

corporate action on the part of the Defendant; and (c) the Agreement has been duly and validly executed and delivered by the Defendant and constitutes its legal, valid, and binding obligation.

14.3 Each Class Representative represents and warrants, severally and not jointly, that they are entering into the Agreement on behalf of themselves individually and as a proposed representative of the Settlement Class Members, of their own free will and without the receipt of any consideration other than what is provided in this Agreement or disclosed to, and authorized by, the Court. Each Class Representative represents and warrants, severally and not jointly, that they have reviewed the terms of the Agreement in consultation with Class Counsel and believe them to be fair and reasonable, and covenants that they will not file an Opt-Out request or object to this Agreement.

14.4 Plaintiff represents and warrants, severally and not jointly, that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiff has or may have arising out of the Action or pertaining to their purchase and/or use of the Product and/or the design, manufacture, testing, marketing, Labeling, packaging, or sale of the Product otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred, or conveyed by or for Plaintiff in any manner; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiff herself.

14.5 Such Party does not rely or has not relied on any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or attorney for any other Party) in executing this Agreement, or entering the Settlement provided for herein, except as expressly stated in this Agreement or any other validly executed written agreement.

XV. NO ADMISSION OF FAULT, INADMISSIBILITY

The Agreement and every agreement and term contained in it are conditioned upon final approval of the Court and are made for settlement purposes only. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiff, the Class Representatives, the Released Parties, any Settlement Class Member or any Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party.

XVI. MISCELLANEOUS PROVISIONS**16.1 Conditional Nature of Settlement and Termination**

Each Party shall have the right to terminate this Agreement by providing written notice of its election to do so to the other Parties within thirty (30) days of: (a) the Court's declining to enter the Preliminary Approval Order in substantially the form attached to this Agreement; (b) the Court's refusal to approve this Agreement or any part of it; (c) the Court's declining to enter the Final Approval Order which is consistent in all material respects with the terms of this Agreement; (d) the date upon which the Final Approval Order is modified or reversed in any respect by the Court of Appeals or the Supreme Court; (e) in the event that the Court enters an order and final judgment in a form other than that provided in this Agreement ("Alternative Judgment") and no Party elects to terminate this Agreement, the date that such Alternative Judgment is modified or reversed in any respect by the applicable appellate court or the Supreme Court; or (f) in the event that more than a specified number or percentage of members of the Settlement Class Opt-Out

pursuant to Section IX above.

16.2 Evidentiary Preclusion

The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file this Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in any jurisdiction in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16.3 Effect of Non-approval

In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Settlement Class Members, and shall not be used in the Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro*

tunc. In such event, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Agreement shall be without prejudice to any Party or Settlement Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Settlement Class Members shall stand in the same position as if this Agreement and the Settlement had not been negotiated, made or submitted to the Court.

16.4 Effectiveness, Amendments, and Binding Nature

This Agreement may be amended only in writing signed by the Parties. Except as otherwise stated above, each Party, including Plaintiff on behalf of herself and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Agreement are hereafter found to be other than as now believed or assumed by that Party to be true or applicable, this Agreement shall nevertheless remain effective.

This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, holding entities, past and present affiliates, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all current and former officers, directors, managers, members, partners, owners, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, or other equity interest holders of any of the foregoing, and their heirs, executors, administrators, and assigns. All Released Parties other than Defendant, which are Parties, are intended to be third-party beneficiaries of this Agreement.

16.5 Public Statements

All formal communications to Class Members regarding the Notice of the Settlement or otherwise, shall be made by the Settlement Administrator. Lead Class Counsel and Defendant's Counsel may respond to objectors and Lead Class Counsel may respond to direct inquiries from Class Members and shall forward nonprivileged communications from objectors to the Settlement Administrator. None of the Parties will release any public statements regarding this Agreement or its terms, other than publication of the Class Notice. Parties will not make statements to the media, third party claims promotion sites, or issue press releases about the settlement unless pursuant to order of the Court. Notwithstanding the foregoing, the Parties may make such public disclosures about the Action or the Settlement that fairly and accurately describe the Settlement if such disclosures are agreed to in writing in advance by all Parties. This does not prohibit disclosures about this Settlement to individual accounting, tax or other professionals as may be necessary or otherwise necessary for compliance with federal and state laws.

Class Counsel and Class Representatives agree not to disparage or otherwise take any action which could reasonably be expected to adversely affect the reputation of Defendant regarding this matter.

16.6 Cooperation in Implementation

Class Representatives and Class Counsel: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Settlement and to exercise their reasonable best efforts to accomplish the terms and conditions of this Agreement.

16.7 Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Missouri, without regard to Missouri's conflict-of-laws principles.

16.8 Stay Pending Court Approval

Class Counsel and Defendant's Counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Action, in accordance with Section III of this Agreement.

The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in, any other proceedings against any of the Released Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

16.9 Signatures

This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures or signatures sent by email shall be deemed original signatures and shall be binding.

16.10 Notices

Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class, certified U.S. Mail, return receipt requested, and by email to:

If to Plaintiff or Class Counsel:

David L. Steelman, Esq.
Bryce C. Crowley, Esq.
STEELMAN GAUNT CROWLEY
901 Pine Street, Suite 110
Rolla, Missouri 65401
Email: david@sgclawfirm.com
bryce@sbclawfirm.com

If to Defendant or Defendant's Counsel:

William J. Trach, Esq.
LATHAM & WATKINS LLP
200 Clarendon Street
Boston, Massachusetts 02116
Email: william.trach@lw.com
Email: gwyn.williams@lw.com

16.11 Reasonable Best Efforts to Effectuate this Agreement

The Parties acknowledge that it is their intent to consummate this Agreement, and agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. The Parties further agree they will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

16.12 Binding on Successors

The Agreement shall be binding upon, and inure to the benefit of, the heirs and assigns of the Released Parties.

16.13 Arms-Length Negotiations

The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation and mediation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement

shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

16.14 Waiver

The waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

16.15 Exhibits

All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

16.16 Taxes

No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by the Released Parties, Defendant's Counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of this Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting this Agreement, if any.

16.17 Retain Jurisdiction

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreements embodied in this Agreement.

16.18 No Attorneys' Fees

Notwithstanding any of the provisions herein, if any Party finds it necessary to institute

legal proceedings to enforce another Party's obligation under this Agreement, each Party shall be responsible for its attorneys' fees and costs.

16.19 Support From The Parties

After a full investigation, discovery and arms-length negotiations, the Parties and their counsel agree that they: (a) have independently determined that the Settlement is in the best interest of the Settlement Class; (b) shall support motions for entry of the Preliminary Approval Order and Final Approval Order; and (c) will not encourage any Persons to Opt-Out or file Objections to the Settlement or this Agreement.

16.20 Variance; Dollars

In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s). All references in this Agreement to "Dollars" or "\$" shall refer to U.S. dollars.

Exhibits

Exhibit A – Claim Form

Exhibit B – Notices to include:

Publication Notice

Media Plan

Settlement Notice

Exhibit C – List of Products

Exhibit D – Proposed Preliminary Approval Order

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereby enter this Settlement Agreement as of the date first set forth above.

PLAINTIFF'S COUNSEL



Scott A. Kamber
KamberLaw LLC
201 Milwaukee Street, Suite 200
Denver, CO 80206
skamber@kamberlaw.com
Office: (303) 222-9008

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Bryce C. Crowley, Esq.
Steelman Gaunt Crowley
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Nicholas Zbrzezni
Southern Atlantic Law Group, PLLC
99 6th Street SW
Winter Haven, FL 33880
lydia@southernatlanticlaw.com
nick@southernatlanticlaw.com
Office: (863) 656-6672

IN WITNESS WHEREOF, the Parties hereby enter this Settlement Agreement as of the date first set forth above.

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Denver, CO 80206
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PLAINTIFF'S COUNSEL

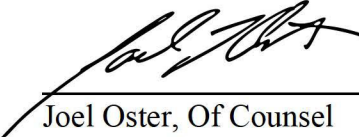
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Office: (913) 206-7575

Attorneys for Plaintiff

PLAINTIFF AND CLASS

REPRESENTATIVES

HANNAH RAMSEY-STANDAGE

RITA DE LAO

KARA RUTENBAR HATMAKER

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Attorneys for Plaintiff

PLAINTIFF AND CLASS

REPRESENTATIVES

Hannah E Ramsey Standage

HANNAH RAMSEY-STANDAGE

RITA DE LAO

KARA RUTENBAR HATMAKER

Signature Page to Settlement Agreement

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Rita De Lao

RITA DE LAO

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Attorneys for Plaintiff

PLAINTIFF AND CLASS

REPRESENTATIVES

HANNAH RAMSEY-STANDAGE


RITA DE LAO



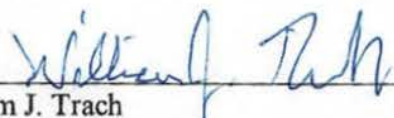
KARA RUTENBAR HATMAKER

DEFENDANT

ABBOTT LABORATORIES

By: 
Name: David Mentelion
Title: DVP, Ass. Gen Counsel

DEFENDANT'S COUNSEL


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Robert P. Berry
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St. Louis, MO 63017
rberry@berrysilberberg.com
Office: (314) 480-5881

Exhibit A

Claim Form

IMPORTANT LEGAL MATERIALS

Ramsey-Standage v. Abbott Laboratories
Case No. 22PH-CV00853
Phelps County Circuit Court, Missouri

For use by purchasers of certain Abbott Laboratories infant formula Product(s) (listed on Exhibit C)
between June 24, 2016 and [Date of Entry of Prelim Approval], 2022

CLAIM FORM

GENERAL INSTRUCTIONS

Settlement Class Members who seek payment from the Settlement must complete and return this Claim Form. Completed Claim Forms must be mailed to the Settlement Administrator at _____, P.O. Box [XXXX, CITY, ST XXXXX-XXXX] or can be submitted online via the Settlement Website, www.xxxxxxxxxxxxxxxxxxxxx.com. **Claim Forms submitted via mail must be POSTMARKED BY _____, 2022 OR SUBMITTED ONLINE NO LATER THAN 11:59 pm, Central Time.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Notice of Proposed Class Action Settlement (the "Notice") available at www.xxxxxxxxxxxxxxxxx.com. Defined terms (with initial capitals) used in these General Instructions have the same meaning as set forth in the Settlement Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Notice, and you agree to the Release(s) included as a material term of the Settlement Agreement.

If you fail to submit a timely Claim Form, your Claim may be rejected, and you may be precluded from any recovery from the Settlement fund. If you are a member of the Settlement Class and you do not timely and validly request to exclude yourself (Opt-Out) from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form. You can elect only one Benefit per Household. To receive the most current information, receive updates, and to file your Claim please visit the Settlement Website at www.xxxxxxxxxxxxxxxxx.com.

Claimant Information

Claimant Name: _____
First Name MI Last Name

Street Address: _____

Street Address2: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone Number: (____) _____ - _____

Evening Phone Number: (____) _____ - _____

Control number: _____

E-mail Address: _____

Please complete only one of the Tier options below. Completing more than one Tier option below will invalidate your claim.

For use with Tier 1 Claims (No Proof of Purchase)

Tier 1 Benefit is available for Settlement Class Members who purchased certain Abbott Laboratories infant formula Product(s) (listed on Exhibit C) during the Class Period and do not have valid Proof of Purchase. If you check the box below, then you will recover a minimum of \$3.00 and up to \$15.00, subject to a pro rata adjustment, per Household.

Attestation

I purchased one or more Products during the Class Period (from June 24, 2016 through [date of prelim approval] in the United States.

I purchased _____ [# of units] of _____ [insert name of Product(s)]; and the price per unit was \$ _____.

I purchased the Products at the following store(s): _____.

For use with Tier 2 Claims (With Proof of Purchase)

Tier 2 Benefit is available for Settlement Class Members who purchased certain Abbott Laboratories infant formula Product(s) (listed on Exhibit C) during the Class Period. Selecting Tier 2 requires certain proof of purchase documentation but allows you to recover a minimum of \$3.00 and up to \$45.00, subject to a pro rata adjustment, per Household.

Your Tier 2 claim requires Proof of Purchase documentation of one of the following from you for each claimed purchase: (1) a receipt; (2) removed UPC code; or (3) documentation from a third-party commercial source reasonably establishing the fact and date of purchase of the applicable Product(s) during the Class Period in the United States.

Attestation

I purchased _____ [# of units] of Abbott Laboratories infant formula Product(s) (listed on Exhibit C) in the United States and have attached the Proof of Purchase for each unit.

Submission to Jurisdiction of the Court

By signing below, you are submitting to the jurisdiction of Phelps County, Missouri.

Certification under Penalty of Perjury

I hereby certify under penalty of perjury that:

1. I have read the Settlement Agreement and agree to its terms, including the Release(s);
2. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information and belief;
3. The additional information provided to the Settlement Administrator to support my Claim (if a Tier 2 Claim) is an original or a complete and true copy of the original document;
4. I am a member of the Settlement Class and did not request to Opt-Out from the Settlement Class;
5. I have not entered into a Settlement for any of the Claims set forth in this Claim Form;
6. I do not fall within one of the following class exclusions: (a) Persons who purchased or acquired any Products for resale; (b) the Released Parties; (c) all Persons who file a timely and valid Opt-Out; (d) Plaintiff's Counsel, their employees, and counsel as well as the household members of Plaintiff's employees and counsel; (e) Defendant's Counsel, their employees, and counsel as well as the household members of Defendant's employees and counsel; (f) federal, state, and local governments, political subdivisions or agencies of federal, state and local governments; and (g) the judicial officers, courtroom staff, and members of their households overseeing the Action;
7. I have not submitted any other Claim for the same purchases and have not authorized any other Person or entity to do so, and know of no other Person or entity having done so on my behalf;
8. No other Person in my Household has submitted a Claim under this Settlement;
9. I will timely provide any additional information requested by the Settlement Administrator to validate my Claim;
10. I understand that by submitting this Claim Form, I am deemed to have given a complete Release of all settled claims; and
11. I understand that Claims will be audited for veracity, accuracy and fraud. Illegible Claim forms can be rejected. If a Claim Form is determined not to be a Valid Claim, it will be rejected.

Signature: _____ Date _____

Exhibit B

Publication Notice, Media Plan, and Settlement Notice

If you purchased Abbott Laboratories powdered infant formula Product(s), a class action Settlement may affect your rights.

A proposed class action Settlement has been reached concerning several varieties of Abbott Laboratories powdered infant formula Products. The case, Hannah Ramsey-Standage v. Abbott Laboratories, Case No. 22PH-CV00853, is pending in Phelps County Circuit Court, Missouri.

What is this about?

The lawsuit claims that the label on certain infant formula Products manufactured by Abbott Laboratories (the maker of Similac Products) states that the Products are capable of making a specified number of fluid-ounce bottles of formula when following the instructions on the Label, but that the Products do not always yield the represented number of bottles of liquid formula when consumers follow the “Instructions for Preparation & Use.” Defendant denies any wrongdoing and asserts that its labeling and marketing is truthful and accurate, but has settled this case to avoid further litigation and distraction of resources from its business. As part of the Settlement, Defendant Abbott Laboratories has agreed to change its labeling, and to provide payments to customers.

Who is a Settlement Class Member?

You may be an eligible Settlement Class Member if you purchased (in the United States, for personal use and not for resale) between June 24, 2016 and [DATE OF PRELIM APPROVAL], certain Abbott Laboratories powdered infant formula Products. A list of the specific Products included in the Settlement is available by contacting the Settlement Administrator at the website, phone number, or mailing address listed at the end of this summary notice.

What are the benefits?

All Settlement Class Members are entitled to recover up to \$15.00 per Household without proof of purchase. Settlement Class Members who can provide certain documentation of Proof of Purchase of the Products may receive up to \$45.00 per household. The Maximum Settlement Amount is capped at \$19,500,000, which includes the costs associated with settlement administration, attorneys’ fees and costs, and any award to Class Representatives.

What are my rights?

You have the right to file a Claim, file an Objection, Exclude yourself from the Settlement (Opt-Out), or do nothing. To receive a payment, you must submit a Claim online or by mail. Your Claim must be submitted online or postmarked by 11:59 p.m. Central Time on _____, 2022. Or, you may Opt-Out. You will not receive a payment, but you will keep your right to pursue a separate lawsuit against the Defendant about these claims. Your request to Opt-Out must be received by 11:59 p.m. Central Time on _____, 2022. Finally, you may file an Objection to the Settlement. You must submit an Objection in writing. Complete information and instructions are available on the Settlement Website at www.xxxxxxxxxxxxxxxxxxxx.com. Your objection must be received by 11:59 p.m. Central Time on _____, 2022. If you do nothing, you will receive no payment and have no right to sue later for the Claims released by the Settlement.

The Court will hold a Fairness Hearing in the Circuit Court of Phelps County, Missouri, 200 North Main Street, Rolla, Missouri 65401, in the courtroom of the Honorable Judge Hickie,

on [DATE AND TIME OF FINAL APPROVAL HEARING], to decide whether to approve the Settlement and to award Attorneys' Fees and Costs of up to \$5,850,000, and up to a maximum total amount of \$20,000 in the aggregate to compensate the Class Representatives. All briefs and materials filed in support of the Settlement and the Application for Attorneys' Fees and Costs will be made available on the Settlement Website at www.xxxxxxxxxxxxxxxxxx.com. You may attend this hearing, but you do not have to.

Payment will be made to the Settlement Class only if the Court approves the Settlement and all appeals are resolved. Please be patient. If the Settlement does not become effective, the Action will continue. You still have the right to make a Claim, file an Objection, or Opt-Out from the Action later if the Settlement does not become effective.

For more information, please visit www.xxxxxxxxxxxxxxxxxx.com, or contact the Settlement Administrator at [(xxx) xxx-xxxx] or by writing to _____, [P.O. Box XXX, CITY, ST, ZIP].

TARGET	REACH	FREQUENCY
Parents of Children Ages 6 and Under	71%	2.2x

PROGRAM PARAMETERS

- Opinion:** Plan includes Expert Opinion
- Target Population:** 38,283,000
- Geography:** National
- Notice Program Length:** 30 Days
- Lead Time:** Approximately 30 days depending on final PAO

NOTICE PLAN OBJECTIVE

The proposed Notice Plan's objective is to provide notice that is consistent with the methods and tools employed in other best practicable court-approved notice programs. The notice program is guided by the Federal Judicial Center's (FJC) Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide which considers reasonable thresholds for notice.



RESEARCH

Kroll Media plans, buys and manages all media campaigns in-house. Kroll employs best-in-class media research tools to appropriately select media used most frequently by this target audience. Among others, these tools include Simmons-GfK Mediamark Research and Intelligence, LLC, and comScore. Kroll is the only Notice Team to utilize comScore/GfK MRI Fusion. This is a subscription-based tool that combines data from comScore and audience definitions from MRI. As its name suggests, Fusion allows us to fuse data and online inventory, and ultimately, allows us to measure target audiences reach and frequency against more streamlined audiences, such as purchasers of specific brands, rather than much broader demographic targeting which can result in wasted impressions. Additionally, Kroll Media utilizes a Demand Side Platform, giving us direct access to online inventory and campaign optimizations.

TARGET DEMOGRAPHICS & MEDIA USAGE

Parents of Children Ages 6 and Under:

- ~ 73% are married
- ~ 64% have attended college
- ~ 83% are 25-44 years old
- ~ Median Household Income: \$81K
- ~ 96% have spent time online in the past 30 days
- ~ 78% have spent time on Facebook in the past 30 days
- ~ 64% have spent time on YouTube in the past 30 days
- ~ 28% have spent time on Pinterest in the past 30 days

DIGITAL	DETAILS
<p>Multiple Inventory Exchanges</p>	<p>~ Display ads will be targeted to parenting pages and content.</p> <p>~ Additional targeting to adults 25-54 years old.</p>
<p>Google Ads</p>	<p>Keyword search on Google Ads. Links appear on the search result pages of keyword/phrase searches. Targeting keyword and search topics including Similac baby formula settlement, baby formula class action, Similac class action, baby formula coupons, prepared infant formula, powdered formula, Similac Pro-Sensitive formula, Similac Soy Isomil formula, Similac Pro-Advance, Similac Sensitive, Similac Pro-Total Comfort, Similac NeoSure, Similac Total Comfort, Similac Advance, Similac Advance OptiGROW, and more.</p>
<p> </p>	<p>Ads will target people on Facebook and Instagram who have liked or followed pages such as:</p> <ul style="list-style-type: none">~ Similac US Facebook: 316K people like this~ @Similac_US: 31K followers <p>Ads will also target followers of parenting pages such as:</p> <ul style="list-style-type: none">~BabyCenter Facebook: 2.7M people like this~Parents Facebook: 2.1M people like this~CafeMom Facebook: 298K people like this~BellyBelly Facebook: 978K people like this <p>Finally, ads will be retargeted to people who have visited the Settlement website.</p>

(English and Spanish language versions available)

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOU PURCHASED CERTAIN ABBOTT LABORATORIES INFANT FORMULA PRODUCT(S) BETWEEN JUNE 24, 2016, AND SEPTEMBER XX, 2022, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A court authorized this notice.

You are not being sued. This is not a solicitation from a lawyer.

- A proposed Settlement has been reached in a class action lawsuit (the “lawsuit”) called *Ramsey-Standage v. Abbott Laboratories*, pending in Phelps County Circuit Court, Missouri. The lawsuit alleges that (i) the label on certain infant formula products manufactured by Abbott Laboratories states that the products are capable of making a specified number of liquid 4-ounce bottles of formula, and (ii) the products do not always yield the represented number of 4-ounce bottles of liquid formula when consumers follow the “Instructions for Preparation & Use” on the label. Accordingly, the lawsuit alleges that the Products were inaccurately labeled. Abbott Laboratories denies these allegations and asserts that its labeling and marketing is truthful and entirely accurate, and its products yield the number of 4-ounce bottles of liquid formula represented on the label, but Abbott Laboratories has settled this case to avoid further litigation and distraction of resources from its business.
- You are included in the Settlement if, between June 24, 2016, and September XX, 2022, you purchased for personal use (*i.e.*, not for resale) at least one or more specific infant formula products manufactured by Abbott Laboratories.
- The list attached as Exhibit A contains the Abbott Laboratories brand formula products that are included in the Settlement.
- To Settle the lawsuit, Abbott Laboratories has agreed to:
 - Make changes to the label on certain products; and
 - Provide a maximum of \$19,500,000 to pay the following: Valid Claims to individuals who live in the United States and purchased certain Abbott Laboratories brand formula Products for personal use during the Class Period, Attorneys’ Fees and Costs, Notice costs and administration of the class-wide payments, and Class Representative Service Awards.

Your legal rights will be affected regardless of whether you do or do not act. Read this Notice carefully.

This Notice explains the following rights and options—**and the deadlines to exercise them.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT CLAIM	You must submit a Claim to get money from this Settlement. Claim Forms must be submitted online or postmarked by XX .
DO NOTHING	If you do nothing, you remain in the Settlement, you give up your rights to sue Defendant about the same legal claims made in this lawsuit, and you will not get money from the Settlement.
EXCLUDE YOURSELF	Get out of the Settlement. Get no money from the Settlement. Keep your rights. This is the only option that allows you to keep your right to sue Abbott Laboratories about the claims in this lawsuit. You will not get any money from the Settlement. Your request to exclude yourself (Opt-Out) must be received by XX .
OBJECT	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be submitted by XX .
GO TO A HEARING	You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Questions 17-19 below, for more details. The Fairness Hearing is scheduled for XX .

The Court in charge of this lawsuit has preliminarily approved the Settlement and will hold a hearing to make a final decision to approve it. The proposed relief offered to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this Notice?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?
7. How do I make a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representatives receive any compensation for their efforts in bringing this lawsuit?

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the lawsuit?
14. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

THE FAIRNESS HEARING

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

DO NOTHING

20. What happens if I do nothing?

GET MORE INFORMATION

21. How do I get more information about the Settlement?

BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Court-authorized Notice because you may be a Class Member in a proposed Settlement regarding alleged inaccurate labeling found on certain Abbott Laboratories brand formula Products.

This Notice explains the nature of the lawsuit and the Claims being settled, your legal rights, and the proposed benefits to the Class.

2. What is this case about?

Judge Hickle, of the Circuit Court of Phelps County, Missouri is overseeing this class action lawsuit. The case is known as *Ramsey-Standage v. Abbott Laboratories*, No. 22PH- CV00853. The person who brought the lawsuit is called the “Plaintiff,” and the company she sued is called the “Defendant.”

Plaintiff Hannah Ramsey-Standage filed a lawsuit against Defendant Abbott Laboratories, individually and on behalf of anyone who purchased certain of Abbott Laboratories’ manufactured infant formula products, including certain Similac and other branded formulas, for personal use between June 24, 2016, and September XX, 2022.

The Plaintiff alleges in the lawsuit that (i) the label on certain infant formula products manufactured by Abbott Laboratories states that the products are capable of making a specified number of liquid 4-ounce bottles of formula, and (ii) the products do not always yield the represented number of 4-ounce bottles of liquid formula when consumers follow the “Instructions for Preparation & Use” on the label. Accordingly, the Plaintiff alleges that the Products were inaccurately labeled.

Defendant Abbott Laboratories denies the Plaintiff’s allegations and denies that it violated any law or caused any harm as alleged in the lawsuit. Abbott Laboratories asserts that its labeling and marketing is truthful and entirely accurate, and its products yield the number of 4-ounce bottles of liquid formula represented on the label, but Abbott Laboratories has settled this case to avoid further litigation and distraction of resources from its business.

The Court has not decided who is right.

To obtain more information about this case and Settlement, please see Section 21, below.

3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Defendant. Instead, both sides agreed to settle this case to avoid the costs, disruption, and risk of further litigation.

The Plaintiff, Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate, and is therefore in the best interest of the Class Members.

Full details about the proposed Settlement can be found in the Settlement Agreement available at www.anservingsettlement.com.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Hannah Ramsey-Standage, Kara Rutenbar Hatmaker, and Rita De Lao sue on behalf of people who have similar claims. All of these people who may have similar claims form a “Class” and are called “Class Members.” The Settlement resolves the issues for all Class Members, except those who exclude themselves from the Class (Opt-Out), as explained in Section 10.

5. How do I know if I am included in the Settlement?

You are included in the Settlement as a Class Member if you live in the United States and you purchased in the United States any of the specified Abbott Laboratories Products (for personal use only) from June 24, 2016, through **September XX, 2022**.

If you are not sure whether you are in the Class, or have any other questions about the Settlement, visit www.anservingsettlement.com, or write with questions to Ramsey-Standage v. Abbott Laboratories **c/o Settlement Administrator, ADD ADDRESS, or call ADD.**

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

If the proposed Settlement is finally approved by the Court, and after any appeals are resolved, Defendant has agreed to:

1. **Business Practices:** Make changes to the label on certain products.
2. **Individual Claims:** Class Members are eligible for payments with, or without, Proof of Purchase:
 - **Tier 1 – Claims without Proof of Purchase:**
You can get up to \$3.00 per Unit purchased, up to a maximum of \$15.00 per Household;
 - or
 - **Tier 2 – Claims with Proof of Purchase:**
You can get up to \$3.00 per Unit purchased for which a valid Proof of Purchase has been provided, up to a maximum of \$45.00 per Household.

A Settlement Class Member may only make a single Claim under either Tier 1 or tier 2 (but not both), per Household.

The deadline to make a valid claim is 11:59 p.m. Central Time on **XX**. To make a claim, please visit www.anservingsettlement.com.

7. How to make a Claim?

You must submit a Claim Form, with or without Proof of Purchase, to be eligible to receive any money from the Settlement, if it is approved by the Court. You may complete the Claim Form online or download a Claim Form at www.anservingsettlement.com. You may also email or call the Settlement Administrator at info@XXX.com or ADD to request a Claim Form. Your Claim Form must be signed under penalty of perjury and postmarked or submitted online no later than 11:59 p.m. Central Time on XX.

8. What am I giving up as part of the Settlement?

Unless you exclude yourself (Opt-Out), you will be included in the Settlement if it is approved by the Court. By staying in the Class, you will be eligible to receive monetary benefits provided by the Settlement, to which you may be entitled, and you will release the Defendant from all of the settled Claims in this lawsuit.

This means that you will no longer be able to sue Abbott Laboratories regarding any of the settled Claims if you are a Class Member and do not timely and properly Exclude yourself (Opt-Out) from the Class.

The settled Claims are any known or unknown Claims that any Class Member may at any time have up to September XX, 2022, arising out of the subject matter giving rise to the Claims in the lawsuit. In addition, Class Members expressly waive and relinquish the provisions of California Civil Code § 1542 (and all other similar provisions of law) to the full extent that these provisions may be applicable to this release. California Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The full text of the Settlement Agreement, which includes all the provisions about settled Claims and Releases, is available at www.anservingsettlement.com.

9. Will the Class Representatives receive any compensation for their efforts in bringing this lawsuit?

Possibly. The Class Representatives (Hannah Ramsey-Standage, Kara Rutenbar Hatmaker, and Rita De Lao) will request a Service Award of up to a maximum total amount of \$20,000.00 in the aggregate, which shall be apportioned equally among the Class Representatives (up to an amount of \$6,500 per Class Representative), to compensate them for their services as Class Representatives and their efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to each of the Class Representatives.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I exclude myself (Opt-Out) from the Settlement?

If you do not want to be part of the Settlement, you must send a written request for exclusion (to Opt-Out). The request to exclude yourself from the Settlement must be made on an individual basis, and **received** by the Settlement Administrator at the below address on or before **11:59 p.m. on XX:**

Ramsey-Standage v. Abbott Laboratories
c/o Settlement Administrator

The Opt-Out request must contain the requestor's name, address, the words "I wish to be excluded from the *Ramsey-Standage v. Abbott Laboratories* Class Action," and signature.

Instructions on how to submit an exclusion request are available at www.anservingsettlement.com, or by emailing or calling the Settlement Administrator.

11. If I do not exclude myself, can I sue later?

No, not if you are a Class Member. If you do not exclude yourself (Opt-Out) from the Settlement and the Settlement is finally approved by the Court, you forever give up the right to sue Abbott Laboratories and the Released Parties for all the Claims that this Settlement resolves.

If you submit a valid and timely request to be excluded (Opt-Out), you cannot Object to the proposed Settlement. However, if you ask to be Excluded, you may sue or continue to sue Abbott Laboratories or the Released Parties about the same claims resolved by this Settlement in the future. You will not be bound by anything that happens in this lawsuit.

12. What happens if I do nothing at all?

If you are a Class Member, do nothing and the Settlement is finally approved by the Court, you forever give up the right to sue Abbot Laboratories and the Released Parties for the Claims this Settlement resolves.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has ordered that the Law Office of L. DeWayne Layfield, PLLC; KamberLaw LLC; Southern Atlantic Law Group, PLL; Steelman Gaunt Crowley; and Law Office of Howard W. Rubinstein, PA (together, "Class Counsel") will represent the interests of all Class Members. Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys' fees and costs of up to **\$5,850,000**. A copy of Class Counsel's application for attorneys' fees, expenses and costs will be available prior to the Fairness Hearing and will be posted on the Settlement Website at www.anservingsettlement.com. The Court will make the final decision as to the amounts to be paid to Class Counsel and may award less than the amounts requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement, or some part of it, you can submit an Objection explaining why you do not think the Settlement should be approved.

You must deliver your Objection to the Settlement Administrator, Class Counsel, and Abbott Laboratories' counsel, and file with the Court, a written statement of your Objection(s). Your Objection must include all of the following information:

- a) The case name and number, *Ramsey-Standage v. Abbott Laboratories*, No. 22PH- CV00853 (Phelps County Circuit Court, Missouri);
- b) The name, address, telephone number, and, if available, the email address of the Person objecting;
- c) The name and address of the lawyer(s), if any, who is representing the Person making the Objection or who may be entitled to compensation in connection with the Objection;
- d) A detailed statement of Objection(s), including the grounds for those Objection(s);
- e) Copies of any papers, briefs, or other documents upon which the Objection is based;
- f) A statement of whether the Person objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- g) The identity of all counsel (if any) who will appear on behalf of the Person objecting at the Final Approval Hearing and all Persons (if any) who will be called to testify in support of the Objection;
- h) A statement of his/her membership in the Settlement Class, including all information required by the Claim Form;
- i) The signature of the Person objecting, in addition to the signature of any attorney representing the Person objecting in connection with the Objection; and
- j) A detailed list of any other objection by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States

in the previous five (5) years. If the Settlement Class Member or their counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, they shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement.

You must send a copy of your Objection by First-Class mail, received (not merely postmarked) no later than 11:59 p.m. Central Time **XX**, to:

Clerk of the Court
Phelps County Circuit Court
200 North Main Street
Rolla, MO 65401

In addition, you must mail a copy of your Objection to the Settlement Administrator, Class Counsel and Defense Counsel, postmarked no later than 11:59 p.m. Central Time **XX** to:

Claims Administrator:

Ramsey-Standage v. Abbott Laboratories
c/o Settlement Administrator

Class Counsel:

David L. Steelman, Esq.
Bryce C. Crowley, Esq.
Steelman Gaunt Crowley
901 Pine Street, Suite 110
Rolla, Missouri 65401
Email: david@sgclawfirm.com
bryce@sbclawfirm.com

Defendant's Counsel:

William J. Trach
U. Gwyn Williams
Latham & Watkins LLP
200 Clarendon Street
Boston, MA 02116
Email: william.trach@lw.com
gwyn.williams@lw.com

If you or your attorney intends to make an appearance at the Fairness Hearing and you have not so indicated in your Objection, you must also deliver, according to the above procedures, no later than **XX**, a Notice of Intention to Appear, and must also file a notice of appearance with the Court no later than **XX**.

If you fail to comply with these requirements, or fail to submit your Objection before the deadline, you will be deemed to have waived all Objections and will not be entitled to speak at the Fairness Hearing.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can Object only if you stay in the Class.

Excluding yourself (Opting Out) is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to Object because the Settlement no longer affects you.

THE FAIRNESS HEARING

17. When and where will the Court decide whether to approve the Settlement?

A Court has preliminarily approved the Settlement and will hold a final Fairness Hearing to determine whether to give final approval to the Settlement. The purpose of the Fairness Hearing is for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class, and to consider the award of attorneys' fees and costs to Class Counsel and to consider the request for Service Awards to the Class Representatives. If there are any valid, timely Objections, the Court will consider them and listen to the people who have asked to speak at the hearing, if a request to do so was properly made,

The Court will hold the Fairness Hearing on **XX at 9:00 a.m.** in the Circuit Court of Phelps County, Missouri. The hearing may be postponed to a different time, date, or location without additional notice, so it is recommended that you periodically check www.anservingsettlement.com for updated information.

18. Do I have to come to the hearing?

No, you are not required to come to the Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. As long as you submitted the written objection and it was received on time, the Court will consider it. You also may pay your own lawyer to attend the Fairness Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes, you may speak at the Fairness Hearing, but you must ask the Court for permission. To request permission to speak, you must have filed an Objection according to the instructions in Question 15, including all of the information required.

You cannot speak at the hearing if you exclude yourself (Opt-Out) from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing and the Settlement is finally approved by the Court, you will not get any money from the Settlement, you will not be able to sue for the Claims in this lawsuit, and you release Claims against Defendant and Released Parties.

GETTING MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the actual Settlement Agreement, the complaint filed in this lawsuit, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Costs, other pertinent information, **and to check the status of the Settlement or if the Settlement has been approved by the Court**, please visit www.anservingsettlement.com.

You may also contact the Settlement Administrator at **1-888-888-8888**. To see papers filed with the Court and a history of this lawsuit, you may also visit or call the Clerk's office at the Phelps County Circuit Court, 200 North Main Street, Rolla, MO 65401; (573) 458-6200. The Clerk will tell you how to obtain the complete file for inspection and copying at your own expense.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Exhibit C

Product List

EXHIBIT C
PRODUCT LIST

SKU#	Commodity#	Brand	Sub-Brand	Size
53359	C1226	Similac	Advance	23.2oz
53359	C3262	Similac	Advance	23.2oz
53359	C3932	Similac	Advance	23.2oz
53359	C5146	Similac	Advance	23.2oz
53359	C5780	Similac	Advance	23.2oz
53496	C1227	Similac	Advance	34oz
58585	C1862	Similac	Advance	30.8oz
58585	C3263	Similac	Advance	30.8oz
58585	C3859	Similac	Advance	30.8oz
58585	C3935	Similac	Advance	30.8oz
58585	C5152	Similac	Advance	30.8oz
58585	C5782	Similac	Advance	30.8oz
62599	C1843	Similac	Total Comfort	12oz
62599	C4133	Similac	Total Comfort	12oz
62599	C5553	Similac	Total Comfort	12oz
62599	C6292	Similac	Total Comfort	12oz
62599	C6837	Similac	Total Comfort	12oz
62951	C1328	Similac	Sensitive	29.8oz
62951	C3265	Similac	Sensitive	29.8oz
62951	C3860	Similac	Sensitive	29.8oz
62951	C3959	Similac	Sensitive	29.8oz
62951	C5555	Similac	Sensitive	29.8oz
63012	C1327	Similac	Total Comfort	22.5oz
64242	C3108	Similac	Advance Non-GMO	23.2oz
64242	C3954	Similac	Advance Non-GMO	23.2oz
64246	C3109	Similac	Sensitive Non-GMO	22.5oz
64414	C1738	Similac	Sensitive Non-GMO	34oz
64415	C1736	Similac	Advance Non-GMO	34oz
64440	C1858	Similac	Sensitive	34.9oz
64440	C2970	Similac	Sensitive	34.9oz
64440	C5556	Similac	Sensitive	34.9oz
64452	C1857	Similac	Advance	36oz
64452	C2969	Similac	Advance	36oz
64452	C5153	Similac	Advance	36oz
64452	C5783	Similac	Advance	36oz

64715	C2001	Similac	Alimentum	12.1oz
64715	C3992	Similac	Alimentum	12.1oz
64715	C5956	Similac	Alimentum	12.1oz
64715	C6271	Similac	Alimentum	12.1oz
64715	C6634	Similac	Alimentum	12.1oz
65094	C2511	Similac	Pure Bliss	31.8oz
65094	C2896	Similac	Pure Bliss	31.8oz
65094	C3150	Similac	Pure Bliss	31.8oz
65094	C4556	Similac	Pure Bliss	31.8oz
65096	C2510	Similac	Pure Bliss	12.4oz
65096	C2895	Similac	Pure Bliss	12.4oz
66081	C2865	Similac	Pro-Advance	23.2oz
66081	C3893	Similac	Pro-Advance	23.2oz
66081	C4062	Similac	Pro-Advance	23.2oz
66081	C4372	Similac	Pro-Advance	23.2oz
66081	C4572	Similac	Pro-Advance	23.2oz
66081	C5893	Similac	Pro-Advance	23.2oz
66084	C2867	Similac	Pro-Sensitive	22.5oz
66084	C3894	Similac	Pro-Sensitive	22.5oz
66084	C4063	Similac	Pro-Sensitive	22.5oz
66084	C4374	Similac	Pro-Sensitive	22.5oz
66084	C4573	Similac	Pro-Sensitive	22.5oz
66084	C5889	Similac	Pro-Sensitive	22.5oz
66089	C2694	Similac	Lamehadrin	31.8oz
66089	C4034	Similac	Lamehadrin	31.8oz
66330	C2899	Similac	Advance	40oz
66330	C3938	Similac	Advance	40oz
66330	C5154	Similac	Advance	40oz
66330	C5784	Similac	Advance	40oz
66332	C2901	Similac	Sensitive	40oz
66332	C3962	Similac	Sensitive	40oz
66332	C5557	Similac	Sensitive	40oz
66439	C3104	Similac	Pro-Advance	30.8oz
66439	C3857	Similac	Pro-Advance	30.8oz
66439	C3881	Similac	Pro-Advance	30.8oz
66439	C4381	Similac	Pro-Advance	30.8oz
66439	C4673	Similac	Pro-Advance	30.8oz
66439	C5894	Similac	Pro-Advance	30.8oz
66439	C6747	Similac	Pro-Advance	30.8oz

66441	C3106	Similac	Pro-Sensitive	29.8oz
66441	C3858	Similac	Pro-Sensitive	29.8oz
66441	C3882	Similac	Pro-Sensitive	29.8oz
66441	C4382	Similac	Pro-Sensitive	29.8oz
66441	C4674	Similac	Pro-Sensitive	29.8oz
66441	C5890	Similac	Pro-Sensitive	29.8oz
66655	C3284	Similac	Pro-Advance	34oz
66655	C3913	Similac	Pro-Advance	34oz
66655	C4444	Similac	Pro-Advance	34oz
66655	C4574	Similac	Pro-Advance	34oz
66655	C5895	Similac	Pro-Advance	34oz
66655	C6748	Similac	Pro-Advance	34oz
66657	C3286	Similac	Pro-Sensitive	34oz
66657	C3917	Similac	Pro-Sensitive	34oz
66657	C4516	Similac	Pro-Sensitive	34oz
66657	C4575	Similac	Pro-Sensitive	34oz
66657	C5891	Similac	Pro-Sensitive	34oz
66796	C4153	Similac	Pro-Total Comfort	36oz
66796	C4435	Similac	Pro-Total Comfort	36oz
66796	C5388	Similac	Pro-Total Comfort	36oz
66798	C4057	Similac	Pro-Total Comfort	34oz
66798	C4518	Similac	Pro-Total Comfort	34oz
66798	C4742	Similac	Pro-Total Comfort	34oz
66798	C5408	Similac	Pro-Total Comfort	34oz
66832	C3767	Similac	Pro-Advance	36oz
66832	C4433	Similac	Pro-Advance	36oz
66832	C5039	Similac	Pro-Advance	36oz
66832	C6746	Similac	Pro-Advance	36oz
66836	C3768	Similac	Pro-Sensitive	34.9oz
66836	C4258	Similac	Pro-Sensitive	34.9oz
66836	C4434	Similac	Pro-Sensitive	34.9oz
66836	C5387	Similac	Pro-Sensitive	34.9oz
66923	C4757	Similac	Neosure	22.8oz
66923	C5902	Similac	Neosure	22.8oz
66923	C6269	Similac	Neosure	22.8oz
66937	C4151	Similac	Pro-Total Comfort	29.8oz
66937	C4383	Similac	Pro-Total Comfort	29.8oz
66937	C4750	Similac	Pro-Total Comfort	29.8oz
66937	C5412	Similac	Pro-Total Comfort	29.8oz

66937	C6267	Similac	Pro-Total Comfort	29.8oz
66939	C4055	Similac	Pro-Total Comfort	22.5oz
66939	C4376	Similac	Pro-Total Comfort	22.5oz
66939	C4746	Similac	Pro-Total Comfort	22.5oz
66939	C5407	Similac	Pro-Total Comfort	22.5oz
66939	C6266	Similac	Pro-Total Comfort	22.5oz
67027	C4152	Similac	Total Comfort	29.8oz
67317	501-820-001	Similac	Pure Bliss	24.7oz
67317	501-820-002	Similac	Pure Bliss	24.7oz
67317	C4715	Similac	Pure Bliss	24.7oz
67321	501-838-001	Similac	Lamehadrin	24.7oz
67321	C4792	Similac	Lamehadrin	24.7oz
67339	C4675	Similac	Pro-Advance	36oz
67341	C4676	Similac	Pro-Sensitive	34.9oz
67343	C4751	Similac	Pro-Total Comfort	36oz
67487	C4781	Similac	Advance	34oz
67487	C4844	Similac	Advance	34oz
67487	C5158	Similac	Advance	34oz
67487	C5786	Similac	Advance	34oz
67489	C4783	Similac	Sensitive	34oz
67489	C4845	Similac	Sensitive	34oz
67489	C5560	Similac	Sensitive	34oz
67699	C5427	Similac	Soy Isomil	30.8oz
67699	C5994	Similac	Soy Isomil	30.8oz
67701	C5430	Similac	Soy Isomil	40oz
67701	C5995	Similac	Soy Isomil	40oz
67765	C5534	Similac	Organic with A2 Milk	23.2oz
67765	C5610	Similac	Organic with A2 Milk	23.2oz
67765	C5964	Similac	Organic with A2 Milk	23.2oz
67765	C6350	Similac	Organic with A2 Milk	23.2oz
68063	C6513	Similac	360 Total Care	20.6oz
68065	C6516	Similac	360 Total Care	30.3oz
68067	C6796	Similac	360 Total Care	40oz
68070	C6519	Similac	360 Total Care Sensitive	20.1oz
68072	C6522	Similac	360 Total Care Sensitive	29.5oz
68074	C6798	Similac	360 Total Care Sensitive	40oz
68082	C6595	Similac	Sensitive	20.1oz
68084	C6593	Similac	Advance	20.6oz
68086	C6597	Similac	For Spit-Up	19.5oz

68088	C6424	Similac	Pro-Advance	20.6oz
68090	C6426	Similac	Pro-Sensitive	20.1oz
68092	C6430	Similac	Organic	20.6oz
68099	C6435	Similac	Organic with A2 Milk	20.6oz
68107	C6428	Similac	Pro-Total Comfort	20.1oz
68111	C6607	Similac	360 Total Care	36oz
68116	C6605	Similac	360 Total Care	30.8oz
68120	C6613	Similac	360 Total Care Sensitive	34.9oz
68122	C6611	Similac	360 Total Care Sensitive	29.8oz
68303	C6835	Similac	Total Comfort	34oz
68341	C6822	Similac	Pro-Advance	40oz
68343	C6824	Similac	Pro-Sensitive	40oz
68347	C6826	Similac	Pro-Total Comfort	40oz
50815(78)	C1343	Similac	Organic	34oz
50817(76)	C1232	Similac	Sensitive	22.5oz
50821(78)	C1332	Similac	Organic	23.2oz
50821(78)	C1863	Similac	Organic	23.2oz
50821(78)	C4000	Similac	Organic	23.2oz
50821(78)	C5959	Similac	Organic	23.2oz
50821(78)	C6347	Similac	Organic	23.2oz
50825(78)	C1698	Similac	Soy Isomil	34oz
50959(76)	C4127	Similac	For Spit-Up	12oz
50959(76)	C5676	Similac	For Spit-Up	12.5oz
50959(76)	C6294	Similac	For Spit-Up	12.5oz
53445(78)	C1337	Similac	Sensitive	34oz
53729(76)	C1991	Similac	For Spit-Up	22.5oz
53729(76)	C2275	Similac	For Spit-Up	22.5oz
53729(76)	C4128	Similac	For Spit-Up	22.5oz
53729(76)	C5677	Similac	For Spit-Up	22.5oz
55957(76)	501-500-002	Similac	Advance	12.4oz
55957(76)	C1911	Similac	Advance	12.4oz
55957(76)	C4175	Similac	Advance	12.4oz
55957(76)	C5149	Similac	Advance	12.4oz
55957(76)	C5781	Similac	Advance	12.4oz
55963(78)	C2092	Similac	Soy Isomil	12.4oz
55963(78)	C5800	Similac	Soy Isomil	12.4oz
57430(76)	C2238	Similac	Neosure	13.1oz
57430(76)	C3995	Similac	Neosure	13.1oz
57430(76)	C5901	Similac	Neosure	13.1oz

57430(76)	C6268	Similac	Neosure	13.1oz
57539(78)	C1990	Similac	Sensitive	12oz
57539(78)	C4182	Similac	Sensitive	12oz
57539(78)	C5554	Similac	Sensitive	12oz
57539(78)	C6293	Similac	Sensitive	12oz
64715(35)	C6002	Similac	Alimentum	12.1oz
64715(35)	C6635	Similac	Alimentum	12.1oz
65096	C3149	Similac	Pure Bliss	12.4oz
67903	C5973	Similac	Organic	34oz
50817(76)	C3264	Similac	Sensitive	22.5oz
50817(76)	C3957	Similac	Sensitive	22.5oz
50817(76)	C5559	Similac	Sensitive	22.5oz
50815(78)	C4007	Similac	Organic	34oz
50959(76)	C1907	Similac	For Spit-Up	12oz
55957(78)	C1912	Similac	Advance	12.4oz
50819(78)	C1687	Similac	Soy Isomil	23.2oz
63012	C2018	Similac	Total Comfort	22.5oz
63012	C4135	Similac	Total Comfort	22.5oz
63013	C1859	Similac	For Supplementation	23.2oz
63013	C4106	Similac	For Supplementation	23.2oz
64242	C1551	Similac	Advance Non-GMO	23.2oz
64242	C4561	Similac	Advance for Neuro Support	23.2oz
64242	C5157	Similac	Advance for Neuro Support	23.2oz
64246	C1491	Similac	Sensitive Non-GMO	22.5oz
64246	C3973	Similac	Sensitive Non-GMO	22.5oz
64246	C4563	Similac	Sensitive for Neuro Support	22.5oz
66081	C2668	Similac	Pro-Advance	23.2oz
66081	C2670	Similac	Pro-Advance	23.2oz
66084	C2674	Similac	Pro-Sensitive	22.5oz
66084	C2676	Similac	Pro-Sensitive	22.5oz

Exhibit D

Proposed Preliminary Approval Order

IN THE CIRCUIT COURT OF PHELPS COUNTY
STATE OF MISSOURI

HANNAH RAMSEY- STANDAGE,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

ABBOTT LABORATORIES,

Defendant.

Case No. 22PH-CV00853

**ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT, APPROVING
CLASS NOTICE, APPOINTING SETTLEMENT ADMINISTRATOR,
APPOINTING LEAD CLASS COUNSEL AND CLASS REPRESENTATIVES, AND
SCHEDULING FAIRNESS HEARING**

The Court has considered Plaintiff’s Unopposed Motion for Preliminary Approval of Class Settlement pursuant to Mo. R. Civ. P. 52.08. Upon review of the Motion and the Settlement Agreement and its attachments, and after consideration of the Parties’ submissions and the arguments at the hearing on this matter, if any, for good cause shown, the Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. The Court further finds that the notice provisions provided for by the Settlement Agreement are adequate and appropriate to inform members of the Class of the terms of the Settlement.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court does hereby preliminarily approve the Settlement Agreement¹ and the settlement set forth therein (the “Settlement”), subject to further consideration at the Final Approval Hearing described below.

¹ The Court, for purposes of this Order, adopts the definitions of capitalized terms set forth in the Settlement Agreement.

2. A hearing (the “Final Approval Hearing”) shall be held before this Court on _____, **202** at _____ **.m.** to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and reasonable to the Class and should be approved by the Court, and whether a Final Approval Order and Judgment should be entered herein.

3. Plaintiff Hannah Ramsey-Standage, as well as Rita De Lao and Kara Rutenbar Hatmaker, are all preliminarily appointed as Class Representatives of the Settlement Class; the following attorneys are preliminarily appointed as Lead Class Counsel for the Settlement Class: (i) the Law Office of L. DeWayne Layfield, PLLC; (ii) KamberLaw LLC; (iii) Steelman Gaunt Crowley; and the following attorneys are preliminarily appointed as Class Counsel: (i) Law Office of L. DeWayne Layfield, PLLC; (ii) KamberLaw LLC; (iii) Steelman Gaunt Crowley; (iv) Southern Atlantic Law Group; and (v) Law Offices of Howard W. Rubinstein PA.

4. This Court is familiar with Lead Class Counsel and has found them to be experienced, thoughtful, and effective advocates in class actions who adequately, faithfully, and zealously represent the classes they represent.

5. For purposes of determining whether the terms of the Settlement should be finally approved as fair, adequate, and reasonable, the following Settlement Class is conditionally certified for settlement purposes only:

All residents of the United States who purchased in the United States any Product (as defined in the Settlement Agreement) during the Class Period (June 24, 2016 through date of Preliminary Approval) for personal and household use and not for resale. Excluded from the Settlement Class are the following: (a) Persons who purchased or acquired any Products for resale; (b) the Released Parties; (c) all Persons who file a timely and valid Opt-Out; (d) Plaintiff’s Counsel, their employees and counsel, as well as the household members of Plaintiff’s employees and counsel; (e) Defendant’s Counsel, their employees, and counsel as well as the household members of Defendant’s employees and counsel; (f) federal, state, and local governments, political subdivisions or agencies of federal, state and local

governments; and (g) the judicial officers, courtroom staff, and members of their households overseeing the Action.

6. Should the Settlement not become final, Defendant Abbott Laboratories (“Abbott”) shall be in the same position and retain the same rights it had prior to entering into the Settlement, including the right to oppose class certification, and the fact that the Court ordered class certification as part of the Settlement, or that Abbott was willing to stipulate to class certification as part of the Settlement, shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in this Action or in any other proceeding.

7. The Court designates Kroll Settlement Administration (“Kroll”) as the Settlement Administrator and instructs Kroll to perform the following functions, as set forth in the Settlement Agreement:

- a. Process requests for exclusion (Opt-Outs) from the Settlement in accordance with Section IX of the Settlement Agreement;
- b. Process Objections to the Settlement in accordance with Section IX of the Settlement Agreement;
- c. Process Claim Forms in accordance with Section VI of the Settlement Agreement;
- d. Before disseminating the Settlement Notice, establish the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement, including submission of Claims; and
- e. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access Settlement information.

8. The Court approves, as to form and content, the Settlement Notice, the Publication Notice, and the Media Plan attached as Exhibit B to the Settlement Agreement, and finds that the distribution of the Settlement Notice, substantially in accordance with Section VIII of the Settlement Agreement, meets the requirements of Mo. R. Civ. P. 52.08(b)(3), 52.08(c)(2) and due

process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. In addition, to the extent that Defendant is able to identify available email addresses for consumers who purchased an affected Product in the three (3) years preceding the Settlement, the Defendant shall disseminate, cause to be disseminated, or ensure that the Settlement Administrator disseminates, appropriate notice via email that substantially contains the information in the Publication Notice.

10. On or before _____, **2022**, the Settlement Administrator shall disseminate the Settlement Notice by setting up the Settlement Website on the Internet and posting both the Settlement Notice and Publication Notice. On or before _____, **2022**, the Settlement Administrator shall publish the Publication Notice pursuant to the Media Plan and post it to the Settlement Website. On or before _____, **2022**, the Defendant shall disseminate, cause to be disseminated, or ensure that the Settlement Administrator disseminates, appropriate notice via email, to the extent that it is able to identify available email addresses for consumers as described above in paragraph eight (9). The Publication Notice shall remain posted on the Settlement Website until the conclusion of the Claims Period, or such later date as may be agreed to by Lead Class Counsel and Defendant's Counsel.

11. The Settlement Administrator shall prepare a declaration attesting to compliance with the Settlement Notice requirements and a statement of the number of Persons the Media Plan reached. Such declaration shall be provided to Defendant's Counsel and Lead Class Counsel and filed with the Court on or before _____, **2022**.

12. The Court approves the Claim Form in form and content as Exhibit A to the Settlement Agreement.

13. As set forth in Section VI of the Settlement Agreement, claims shall be submitted on or before _____, **202** (the “Claims Deadline”). To be timely, all Claims must be submitted by the Claims Deadline in accordance with Section VI of the Settlement Agreement.

14. Any Settlement Class Member who intends to object to the Settlement must do so no later than _____, **2022** (the “Objection Deadline”). In order to object, the Settlement Class Member must file with the Court prior to the Objection Deadline, and provide a copy to Lead Class Counsel and Defendant’s Counsel, also prior to the Objection Deadline, a document that includes all of the following:

- a. The case name and number, *Ramsey-Standage v. Abbott Laboratories*, No. 22PH-CV00853 (Phelps County Circuit Court, Missouri);
- b. The name, address, telephone number, and, if available, the email address of the Person objecting;
- c. The name and address of the lawyer(s), if any, who is representing the Person objecting in making the Objection or who may be entitled to compensation in connection with the Objection;
- d. A detailed statement of Objection(s), including the grounds for those Objection(s);
- e. Copies of any papers, briefs, or other documents upon which the Objection is based;
- f. A statement of whether the Person objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- g. The identity of all counsel (if any) who will appear on behalf of the Person objecting at the Final Approval Hearing and all Persons (if any) who will be called to testify in support of the Objection;
- h. A statement of his/her membership in the Settlement Class, including all information required by the Claim Form;
- i. The signature of the Person objecting, in addition to the signature of any attorney representing the Person objecting in connection with the Objection; and
- j. A detailed list of any other objection by the Settlement Class Member, or their counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the

Settlement Class Member or their counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, they shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement. This information is requested in order to assist the Court in determining whether the Objection is made by a professional objector seeking financial consideration for their efforts. Failing to provide this information will not effect the validity of the Objection, but may result in the Court presuming that the Objection is made by a professional objector.

15. Any Settlement Class Member who fails to file and serve timely: (a) a written Objection containing all of the information listed in items (a) through (j) of the previous paragraph; and, (b) notice of their intent to appear at the Final Approval Hearing pursuant to this paragraph, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal.

16. Any Settlement Class Member who intends to make an appearance at the Fairness Hearing and has not so indicated in their Objection, must deliver to Lead Class and Defense Counsel, no later than _____, **2022**, a Notice of Intention to Appear. Any attorney hired by a Class Member to represent them and appear at the Fairness Hearing must also file a notice of appearance with the Court no later than _____, **2022**.

17. Any Settlement Class Member may request to be excluded (or Opt-Out) from the Settlement Class. A Settlement Class Member who wishes to Opt-Out of the Settlement Class must do so no later than _____, **2022** (the "Opt-Out Deadline"). In order to Opt-Out, a Settlement Class Member must complete and mail to the Settlement Administrator a "Request for Exclusion" that is received no later than the Opt-Out Deadline. Requests for Exclusion that are received after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who untimely submits a Request for Exclusion will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Approval Order

and the Releases contemplated thereby.

18. Except for those Persons who have properly and timely submitted Requests for Exclusion, all Settlement Class Members will be bound by the Settlement Agreement and the Final Approval Order, including the Releases, regardless of whether they file a Claim or receive any monetary relief. Any Person who timely and properly submits a Request for Exclusion shall not: (a) be bound by any orders or the Final Approval Order nor by the Releases contained therein; (b) be entitled to any relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement. Each Person requesting exclusion from the Settlement Class must personally sign their own individual Request for Exclusion. No Person may Opt-Out of the Settlement Class any other Person, or be opted-out by any other Person, and no Person shall be deemed opted-out of the Settlement Class through any purported “mass” or “class” Opt-Outs.

19. The Settlement Administrator shall provide Lead Class Counsel and Defendant’s Counsel with a final list of any timely Requests for Exclusion received by the Settlement Administrator on or before _____, **2022**.

20. On or before _____, **2022**, Lead Class Counsel shall file with the Court a report stating the total number of Persons who have submitted timely and valid Objections to the Settlement, and the names of such Persons, if any.

21. On or before _____, **2022**, Lead Class Counsel shall submit papers in support of their application for Attorneys’ Fees and Costs, and service awards for Class Representatives.

22. On or before _____, **2022**, Lead Class Counsel shall submit papers in support of final approval of the certification of the Settlement Class, the designation of

Hannah Ramsey-Standage, Rita De Lao, and Kara Rutenbar Hatmaker as the representatives of the Settlement Class, the appointment of Lead Class Counsel as counsel for the Settlement Class, and the Settlement, and any response to any Objections.

23. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Class Representatives or Abbott of any fact or allegation, or of any liability, fault, or wrongdoing of any kind.

24. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to the members of the Class and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties, if appropriate without further notice to the Class.

IT IS SO ORDERED.

DATE

JUDGE OF THE CIRCUIT COURT