

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

JENNIFER HASEMANN and DEBBIE HOTH,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

GERBER PRODUCTS CO.,

Defendant.

Civil Action No. 1:15-cv-02995-EK-RER

WENDY MANEMEIT, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GERBER PRODUCTS CO.,

Defendant.

Civil Action No. 2:17-cv-00093-EK-RER

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

EXHIBIT LIST

Exhibit A	Proposed Preliminary Approval Order
Exhibit B	Summary Notice of Class Action Settlement
Exhibit C	Long Form Notice of Class Action Settlement
Exhibit D	Claim Form
Exhibit E	Proposed Final Approval Order and Judgment
Exhibit F	Parties' Agreement Pursuant to Paragraph 14(d) of the Settlement Agreement (<i>in camera</i>)

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

1. This Class Action Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by, between, and among Jennifer Hasemann and Wendy Manemeit (together, “Plaintiffs”), on behalf of themselves and the Settlement Class as defined below, and Defendant Gerber Products Company (“Defendant”). Plaintiffs and Defendant (collectively, the “Parties”) enter into this Settlement Agreement to enforce a full and final settlement and dismissal of the above-captioned cases.

2. **Definitions.** For purposes of this Settlement Agreement, the terms below are defined as follows:

a. The term “Claim” means a claim by a Settlement Class Member submitted via a Claim Form to the Settlement Administrator.

b. The term “Claimant” means a Settlement Class Member who timely submits a Claim Form to the Settlement Administrator.

c. The term “Claim Form” means the form approved by the Parties and the Court for use by Settlement Class Members to submit a Claim pursuant to the Settlement Agreement, substantially in the form attached as Exhibit D.

d. The term “Claim Period” means the time period of eighty-four (84) days following the Notice Date.

e. The term “Class Counsel” means all attorneys of record for Plaintiffs in the cases comprising the Litigation.

f. The term “Class Period” means the time period from October 10, 2011, to April 23, 2016.

g. The term “Co-Lead Class Counsel” means Brett Cebulash of Taus Cebulash & Landau LLP; Michael Reese of Reese LLP; Shanon J. Carson of Berger Montague PC; and Jean Martin of Morgan & Morgan Complex Litigation Group.

h. The term “Court” means the United States District Court for the Eastern District of New York.

i. The term “Defendant” means Gerber Products Co. and its predecessors, parent and sister companies, successors, subsidiaries, affiliates, agents, insurers, and assigns.

j. The term “Defense Counsel” means Gibson, Dunn & Crutcher LLP and Kelley Drye & Warren LLP.

k. The term “Effective Date” means (a) if no objection is raised to the proposed Settlement at the Final Approval Hearing, the date on which the Final Approval Order and Judgment are entered; or (b) if any objections are raised to the proposed Settlement at the Final Approval Hearing and not withdrawn prior to the Final Judgment, the latest of (i) the expiration of

the time for filing or notice of any appeal from the Final Approval Order and Judgment, (ii) the date of final affirmance of any appeal of the Final Approval Order and Judgment, (iii) the expiration of the time for, or the denial of, a petition for writ of certiorari to review the Final Approval Order and Judgment and, if certiorari is granted, the date of final affirmance of the Final Approval Order and Judgment following review pursuant to that grant, or (iv) the date of final dismissal of any appeal from the Final Approval Order and Judgment or the final dismissal of any proceeding on certiorari to review the Final Approval Order and Judgment.

l. The term “Eligible Claimant” means a Claimant who has submitted a valid and timely Claim as determined by the Settlement Administrator. To be timely, a Claim must be submitted during the Claim Period.

m. The term “Final Approval Hearing” means the hearing set by the Court to consider final approval of the Settlement.

n. The term “Final Approval Order and Judgment” means the Court’s Final Approval Order and Final Judgment, substantially in the form of Exhibit E, finally approving the terms of this Settlement Agreement, and entering judgment pursuant to Federal Rule of Civil Procedure 58(a) and dismissing the Litigation with prejudice.

o. The term “Geographic Area” means the State of New York and the State of Florida.

p. The term “GSG” means Gerber Good Start Gentle infant formula.

q. The term “Litigation” means *Hasemann, et al. v. Gerber Products Co.*, No. 1:15-cv-02995-EK-RER (E.D.N.Y.), and *Manemeit v. Gerber Products Co.*, No. 2:17-cv-00093-EK-RER (E.D.N.Y.).

r. The term “Notice Date” means the date on which the Settlement Administrator initiates the Notice Plan approved by the Court in its Preliminary Approval Order and shall not be later than 30 days after the entry of the Court’s Preliminary Approval Order.

s. The term “Notice Plan” means the plan of providing notice of the Settlement Agreement to the Settlement Class, as approved by the Court in its Preliminary Approval Order.

t. The term “Objection and Opt-Out Deadline” means the date 60 days after the Notice Date.

u. The term “Parties” means Plaintiffs and Defendant.

v. The term “Plaintiffs” means Jennifer Hasemann and Wendy Manemeit.

w. The term “Preliminary Approval Order” means the Court’s Order granting preliminary approval of the Parties’ Settlement Agreement, providing for notice to the Settlement Class, and other related matters, substantially in the form of Exhibit A.

x. The term “Proof of Purchase” means documentation that demonstrates the proof of purchase of GSG by a Settlement Class Member during the Class Period, including: copies of receipts, invoices, direct-purchase records, payment-card records, and records that have been obtained via subpoenas issued to retailers in the Litigation that show the purchaser identity, date of purchase, itemized number of units purchased, specific product purchased, and purchase amount.

y. The term “Releasing Parties” means Plaintiffs and the Settlement Class and each of their heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

z. The term “Released Parties” means Defendant and all of its present and former parent companies, subsidiaries, shareholders, affiliates, officers, directors, employees, agents, attorneys, insurers, successors, and retailers, and any and all other entities or persons upstream and downstream in the production/distribution channels.

aa. The term “Settlement Administrator” means Angeion Group, LLC, which shall effectuate and administer the Notice Plan, the exclusion process for opt-outs, the Claim process, and distribution(s) to Eligible Claimants, and which firm is independent of Plaintiffs, Class Counsel, Defendant, and Defense Counsel. Angeion previously was selected in the Litigation to provide class notice. The Settlement Administrator shall take all reasonable steps to identify and reject fraudulent claims, including the use, at Defendant’s expense, of ClaimScore.

bb. The terms “Settlement Class” or “Settlement Class Members” mean all persons who purchased, other than for resale, GSG in the State of New York or State of Florida between October 10, 2011 and April 23, 2016, as previously certified by the Court on March 31, 2019. The term “New York Settlement Class Members” means all Settlement Class Members who purchased GSG in the State of New York during the Class Period. The term “Florida Settlement Class Members” means all Settlement Class Members who purchased GSG in the State of Florida during the Class Period. The Settlement Class definition excludes the judge or magistrate assigned to this case; Defendant; any entity in which Defendant has a controlling interest; Defendant’s officers, directors, legal representatives, successors, and assigns; persons who purchased Good Start infant formula for the purpose of resale; and any government or government entity participating in the WIC program. The term “purchased” does not include formula received by a person via the WIC program.

cc. “Settlement Payment” means a payment issued by the Settlement Administrator to an Eligible Claimant pursuant to the terms of the Settlement Agreement. The Settlement Administrator will endeavor to make Settlement Payments available electronically using reasonable available methods, except for those Eligible Claimants who request a paper check.

3. **Released Claims.** Upon the Effective Date, the Releasing Parties shall release and discharge the Released Parties from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal,

state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Releasing Parties ever had, now have, may have, or hereafter can, shall, or may ever have against the Released Parties, that result from, arise out of, are based on, or relate to the marketing, advertising, and/or labeling of Gerber Good Start Gentle infant formula, including all claims that were and/or could have been alleged in the Litigation against Defendant. This release excludes claims for personal injuries.

a. After entering into this Settlement Agreement, Plaintiffs and Settlement Class Members may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the claims released by this Settlement Agreement. The Released Claims include known and unknown claims relating to the Litigation, and this Settlement Agreement is expressly intended to cover and include all such injuries or damages, including all rights of action thereunder. Plaintiffs and Settlement Class Members hereby expressly, knowingly, and voluntarily waive any and all provisions, rights, and benefits conferred by any statute, rule, and legal doctrine similar, comparable, or equivalent to the following:

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.

b. In connection with such waiver and relinquishment, Plaintiffs and the Settlement Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, foreseen or unforeseen, that they have against the Released Parties. Upon the Effective Date: (a) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and the Settlement Class Members stipulate to be and shall be permanently barred and enjoined by court order from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

c. Settlement Class Members expressly agree that this Release and the Final Approval Order and Judgment, are, will be, and may be raised as a complete defense to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Release. Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding against the Released Parties with respect to the claims, causes of action, and/or any other matters subject to this Release. To the extent that they have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Litigation, Settlement Class Members shall promptly cause their claims in any such suit, action, or proceeding to be dismissed with prejudice. If a Settlement Class Member commences, files, initiates, or institutes any legal action or other proceeding for any Released Claim against any Released Party in any federal or

state court, arbitral tribunal, or administrative or other forum, (1) such legal action or other proceeding shall be dismissed with prejudice; and (2) any refusal or failure to immediately dismiss such claims shall provide a basis for that Released Party to seek an injunction or other appropriate relief.

d. Class Counsel shall reasonably cooperate with the Released Parties to ensure that the release set forth in the Final Approval Order and Judgment is given its full force and effect (including by seeking the inclusion of the releases in the Final Approval Order and Judgment) and to ensure that Releasing Parties comply with their obligations set forth in this Settlement Agreement.

4. **Settlement Relief.** Settlement Class Members may submit a Claim Form during the Claim Period to qualify for the following relief:

a. **Florida Base Payment.** Each Florida Settlement Class Member who attests on their Claim Form under penalty of perjury to purchasing GSG during the Class Period, and who: (i) provides reasonable proof of their residency (as defined below in Paragraph 4(f)) in the State of Florida during the Class Period, (ii) identifies on their Claim Form the name and birthdate of the infant for whom they purchased GSG, and the infant's relationship to the Claimant, and (iii) specifies the number of units that they purchased on their Claim Form, shall be entitled to a Florida Base Payment amount of \$3.00 per unit claimed, up to a maximum limit of 5 units.

b. **New York Base Payment.** Each New York Settlement Class Member who attests on their Claim Form under penalty of perjury to purchasing GSG during the Class Period, and who: (i) provides reasonable proof of their residency (as defined below in Paragraph 4(f)) in the State of New York during the Class Period, (ii) identifies on their Claim Form the name and birthdate of the infant for whom they purchased GSG, and the infant's relationship to the Claimant, and (iii) specifies the number of units they purchased on their Claim Form, shall be entitled to a New York Base Payment amount of \$4.00 per unit claimed, up to a maximum limit of 5 units.

c. **Enhanced Proof of Purchase Payment.** As an alternative to receiving the Florida Base Payment or New York Base Payment, which do not require Proof of Purchase, all Settlement Class Members shall be entitled to submit a claim via their Claim Form for an Enhanced Proof of Purchase Payment of \$3.00 per unit of GSG purchased in the State of Florida, and \$4.00 per unit of GSG purchased in the State of New York, based on the presentment of Proof of Purchase in the Geographic Area during the Class Period, up to a maximum of 20 units. The maximum claimable amount is \$60 total for Florida Settlement Class Members and \$80 total for New York Settlement Class Members. The Settlement Administrator shall review such Proof of Purchase submitted and shall determine if a Claimant is entitled to an Enhanced Proof of Purchase Payment, subject to the Proof of Purchase requirements.

d. **Mixed Proof Claim Forms.** Settlement Class Members are entitled to apply for a Florida Base Payment and/or New York Base Payment, as applicable, and also to apply for an Enhanced Proof of Purchase Payment, in which case any units for which Proof of Purchase is provided will be counted first and valued by the Settlement Administrator as set forth in subparagraph (c) above, and then, if the amount of units with Proof of Purchase is below 5 units, additional units may be claimed without Proof of Purchase, up to a total maximum limit of 5 units (including the units for which Proof of Purchase was submitted), if the Claim Form meets the

requirements of subparagraphs (a) or (b) above, and will be valued as set forth in subparagraphs (a) or (b) above, as applicable.

e. The number of claimable units (inclusive of all units claimed through Florida Base Payments, New York Base Payments, and Enhanced Proof of Purchase Payments) may not exceed the following numbers of units estimated to have been sold in New York and Florida during the class period by Plaintiffs' expert: New York: 663,856; Florida: 5,610,628.

f. For determining Claimant eligibility, "reasonable proof of residency" shall be satisfied if a Claimant's residence (1) is currently within the Geographic Area, and (2) was within the Geographic Area during the Class Period. If a Claimant's current residence is not within the Geographic Area, a Claimant must provide documentary proof of having resided in the Geographic Area during the Class Period. Such documentary proof may include, for example, a driver's license, copy of a lease, mortgage, utility bill, credit card statement, deed, pay stub, insurance bill, or court documents including citations listing the Claimant's address showing that the Claimant resided in the Geographic Area during the Class Period.

g. All Claims must be submitted to the Settlement Administrator by the end of the Claim Period. Any Settlement Class Member who wishes to submit a Claim must timely complete, sign (by hard copy or electronic signature), and submit a Claim Form and provide the Settlement Administrator with all requested information and documentation. All Claim Forms shall be submitted to the Settlement Administrator with an attestation under penalty of perjury. The Claim Form must be valid and complete in order for the Claimant to be accepted as an Eligible Claimant. Electronic Claim Forms will be accessible and may be submitted through the Settlement Website by using a unique class member identifier issued by the Settlement Administrator. All Claimants will be required to enter the full name, birthdate and current age of the infant for whom they purchased the product (if the current age does not correspond to the infant being born during, or within three (3) months prior to, the Class Period, the Claim will be excluded); and the state where the product was purchased (purchases in states other than New York or Florida will be excluded). The Parties reserve the right to seek to disqualify claims originating from websites or other sources that contain false information and/or encourage fraudulent claims. Settlement Class Members may not submit Claims through a third-party claims filing service that takes a "cut" and/or charges a fee directly or indirectly for claims submitted on behalf of the Settlement Class Member; the Settlement Administrator shall reject all Claims submitted through such service.

h. The Settlement Administrator shall receive, process, and make determinations regarding all Claim Forms as promptly as possible and as Claim Forms are received. On a weekly basis throughout the Claim Period, and continuing until the Settlement Administrator's claims-processing work concludes, the Settlement Administrator shall provide Class Counsel and Defendant with a spreadsheet that contains information sufficient to determine: (a) the number of Settlement Class Members that submitted a Claim Form; (b) the number of submitted Claim Forms that are valid and timely, and the number that are not; (c) the number of submitted Claim Forms the Settlement Administrator intends to treat as valid claims; and (d) the number of submitted Claim Forms the Settlement Administrator has denied. These weekly reports shall not contain the names, email addresses, mailing addresses, or other personal identifying information of the Settlement Class Members.

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i. The Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendant and Class Counsel and will take all reasonable steps to ensure that any information provided to it by Settlement Class Members will be used solely for the purpose of effecting this Settlement. All personal identifying information of Settlement Class Members, including names, birthdates, addresses, and email addresses, shall be provided (upon request) only to Reese LLP and Taus Cebulash & Landau LLP (who shall not provide the information to anyone else), or to Defense Counsel or Defendant. Any such information received from the Settlement Administrator will be treated as “Attorneys’ Eyes Only” under the protective order in this case (Dkt. 20), and shall be destroyed within 150 days after the Settlement Administrator finishes issuing settlement checks to Eligible Claimants.

j. Only one Claim Form may be submitted per household.

k. If the Settlement Administrator suspects fraud with respect to any Claim, the Settlement Administrator may reject the claim and will report on Claims identified as fraudulent to Class Counsel and Defense Counsel. Class Counsel and Defense Counsel reserve the right to bring the fraudulent Claims to the attention of the Court.

l. Claim Forms can be submitted by Settlement Class Members to the Settlement Administrator (1) via online Internet submissions utilizing the Settlement Website; (2) by email; or (3) via U.S. Mail.

m. Claim Forms that do not meet the requirements set forth in this Settlement Agreement and/or in the Claim Form instructions shall be rejected. Where a good faith basis exists, the Settlement Administrator may reject a Claim Form based on, among other reasons, insufficient confirmation of a qualifying purchase, incompleteness, lack of a signature, illegibility, fraud, or untimeliness.

n. If the Settlement Administrator rejects a Claim because it is fraudulent or likely fraudulent, that rejection is final. For all rejected Claims other than those determined to be fraudulent or likely fraudulent, the Settlement Administrator shall notify the Claimant in writing of the deficiency using the contact information provided in the Claim Form. Claimants shall be provided twenty-one (21) days from issuance of the deficiency notice from the Settlement Administrator (which shall be emailed where possible or if email is not available, sent by U.S. mail) to cure the deficiency. The decision of the Settlement Administrator as to whether the deficiency has been cured shall be final. No person shall have any claim against Defendant, Defense Counsel, Plaintiffs, Class Counsel, Co-Lead Class Counsel, and/or the Settlement Administrator based on any eligibility determinations or distributions made in accordance with this Settlement Agreement.

o. The Settlement Administrator shall initiate payment of valid and eligible Claims to Eligible Claimants within 60 days after the Effective Date.

p. **Uncashed Checks.** All checks issued by the Settlement Administrator to Eligible Claimants shall remain valid for 150 days.

5. **Opt-Outs.**

a. Any person within the Settlement Class definition who wishes to exclude themselves from the Settlement must submit a written request to opt-out to the Settlement Administrator, which shall be postmarked no later than the Objection and Opt-Out Deadline or submitted online through the Settlement Website and verified no later than the Objection and Opt-Out Deadline.

b. The written request to opt-out must:

i. Identify the case name of the Litigation;

ii. Identify the full name, current address, email address, and phone number of the person seeking exclusion from the Settlement;

iii. Be personally signed by the person seeking exclusion;

iv. Include a statement clearly indicating the person's intent to be excluded from the Settlement;

v. Request exclusion only for that one person whose personal signature appears on the request;

vi. Declare under oath and subject to the penalty of perjury that the person seeking exclusion personally purchased, other than for resale, GSG in the State of New York or State of Florida between October 10, 2011 and April 23, 2016;

vii. State the name and birthdate of the infant for whom the person purchased GSG, and the infant's relationship to the Claimant.

c. To be effective and valid, opt-out requests submitted online must verify the request to opt out no later than the Objection and Opt-Out Deadline using the link sent to the person who submitted the request for exclusion.

d. Opt-out requests seeking exclusion on behalf of more than one person shall be deemed invalid by the Settlement Administrator.

e. Any person who submits a valid and timely request to opt-out in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

f. Any member of the Settlement Class who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Objection and Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to Settlement Class Members.

g. On a weekly basis during the Claim Period, the Settlement Administrator shall provide Defendant and Class Counsel with a list of the persons who timely and validly

requested to opt-out from the Settlement and copies of each such request, and a final report of all opt-outs will be provided to the Court with Plaintiffs' Motion for Final Approval.

6. **Objections.**

a. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court, Class Counsel, Defense Counsel, and the Settlement Administrator, on or before the Objection and Opt-Out Deadline, as specified in the Preliminary Approval Order. Any person who submits a request to opt out waives any right to object to the Settlement.

b. The written objection must be made under penalty of perjury, and include:

i. The case name and number of the Litigation;

ii. The full name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;

iii. Declare under oath and subject to the penalty of perjury that the person seeking exclusion personally purchased, other than for resale, GSG in the State of New York or State of Florida between October 10, 2011 and April 23, 2016;

iv. A statement describing the date and location (including the store name and address) of their purchase of GSG, and the birthdate of the infant for whom the objecting Settlement Class Member purchased GSG, and the infant's relationship to the Claimant;

v. Any supporting papers, materials, or briefs the objector wishes the Court to consider when reviewing the objection;

vi. A statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;

vii. A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;

viii. A statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;

ix. A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and

x. The objector's signature.

c. In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney),

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the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

d. A Settlement Class Member may submit a written statement of objection(s) on his or her own behalf or through a lawyer hired at that Settlement Class Member's own expense, provided the Settlement Class Member has not submitted a request to opt out. Lawyers asserting objections on behalf of Settlement Class Members must: (1) file a notice of appearance with the Court by the deadline set by the Court in the Preliminary Approval Order, or as the Court otherwise may direct; (2) file a declaration under oath attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or file (*in camera*) a copy of the contract between that lawyer and each such Settlement Class Member; and (3) comply with all of the requirements and procedures described in Paragraph 6, including providing all information set forth in Paragraph 6(b). Lawyers asserting objections on behalf of Settlement Class Members also must file a declaration under oath that specifies the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a member of a class.

e. Any Settlement Class Member who fails to object to the Settlement in the manner described in this Settlement Agreement and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms of or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Settlement Agreement by appeal or any other means.

7. **Notice Plan and Claims Administration.** Notice Plan and Claims Administration costs will be paid by Defendant up to \$750,000 (which includes the use of ClaimScore as part of the settlement administration). Defendant shall cooperate with Co-Lead Class Counsel and the Settlement Administrator in providing reasonable additional data necessary to effectuate and administer the Settlement. In no event shall the Settlement Administrator disseminate notice in any manner materially different from that set forth below, unless the Parties jointly agree in writing to authorize such forms of notice. The Notice Plan shall include:

a. Individual Notice–Emailing. The Settlement Administrator will use previously subpoenaed information from retailers to send the Notice of Settlement by email or U.S. mail where such information indicates a purchase of GSG during the Class Period and an address within the Geographic Area.

b. Media Notice. The Settlement Administrator will disseminate Media Notice that will target Settlement Class Members in the Geographic Area via programmatic display ads, paid social media, and search engine marketing. To avoid confusion and inconsistent information about the Settlement, information about the Settlement will be provided solely by the Notice Plan. The Parties will not make statements to the media or third party claims promotion sites or issue their own press releases about the Settlement.

c. Joint Press Release. The Settlement Administrator will issue a Joint Press Release in New York and Florida at the beginning of the Claim Period in a form approved by the Parties.

d. Settlement Website. The Settlement Website shall provide, at a minimum: (i) information concerning the deadline for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-free phone number applicable to the Settlement; (iii) copies of the Settlement Agreement, the Claim Form, the Long Form Notice, Court orders regarding this Settlement, and other relevant Court documents, including any Motion for Approval of Attorneys' Fees, Costs, and Service Awards; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms (and accompanying documents) electronically using an electronic signature service through the Settlement Website. The Settlement Website shall be maintained by the Settlement Administrator until 90 days after the Effective Date.

e. Toll-Free Number. The Settlement Administrator shall establish a toll-free telephone number with an interactive voice response ("IVR") technology system that will provide members of the Settlement Class with information and direct them to the Settlement Website within 30 days of the Preliminary Approval Order. The toll-free telephone number shall be included in the Long Form Notice, Media Notice, and on the Settlement Website, and the IVR system shall be capable of providing general information concerning the deadline for filing a Claim Form, opting out of or objecting to the Settlement, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing. The toll-free number(s) shall be maintained by the Settlement Administrator during the time period that the Settlement Website is active.

f. The Settlement Administrator shall provide Co-Lead Class Counsel and Defense Counsel with a declaration detailing all of its efforts regarding the Notice Plan and of its timely completion of the Notice Plan and its outreach to the members of the Settlement Class, to be filed as an exhibit to Plaintiffs' Motion for Final Approval of Class Action Settlement.

g. Defendant will work with the Settlement Administrator to effectuate notice pursuant to the Class Actions Fairness Act (28 U.S.C. § 1715; "CAFA") within 10 days after filing the Motion for Preliminary Approval of Class Action Settlement.

8. **Class Counsel's Attorneys' Fees and Expenses, and Service Awards.** The Parties acknowledge that they negotiated and agreed upon all consideration to the Settlement Class before discussing or negotiating Class Counsel's attorneys' fees and expenses, and service awards.

a. Class Counsel may apply to the Court for an attorneys' fees and expenses award of up to \$11,250,000 which must be approved by the Court. The amount of the attorneys' fees and expenses award ordered by the Court shall be the sole monetary obligation for attorneys' fees and expenses to be paid by Defendant pursuant to the Settlement. Plaintiffs, Settlement Class Members, and Class Counsel expressly release Defendant from any such payments for attorneys' fees and costs that otherwise may be due by operation of law or otherwise. Plaintiffs, Class Counsel, and Settlement Class Members will not seek in excess of the sums specified in this Paragraph, and in any event, they agree that Defendant shall not pay, nor be obligated to pay, any sum in excess of the cap amounts specified in this Paragraph.

b. The Parties agree that Class Counsel may apply to the Court on behalf Class Representatives Jennifer Hasemann and Wendy Manemeit for an order granting a service award to each of them not to exceed \$10,000 each (for a total of \$20,000) for their services as representatives of the Settlement Class, to be paid by Defendant. The Parties agree that the decision

whether or not to award any such payment, and the amount of that payment, rests in the exclusive discretion of the Court.

c. Defendant shall pay the Court-ordered attorneys' fees and expenses award and any service awards within thirty (30) calendar days after the occurrence of both (1) the Effective Date and (2) the expiry of the period for, or final resolution of, any separate appeal or challenge of an order awarding attorneys' fees or expenses.

9. **Motion for Preliminary Approval.** Plaintiffs will file a Motion for Preliminary Approval by March 5, 2025, in a form agreed to by Defendant, and will share a draft of the preliminary approval motion, and all accompanying exhibits and declarations, with Defendant at least 7 days prior to filing.

10. **Stay Pending Entry of Preliminary Approval Order.** Until the Preliminary Approval Order is entered, the Parties agree to a stay of all litigation proceedings against the Releasing Parties and Released Parties; and the Parties and their respective counsel shall not in any way subsequently argue that the Released Parties or Releasing Parties have failed to comply with their litigation obligations in any respect by reason of the Released Parties' or Releasing Parties' suspension of litigation efforts following the execution of this Settlement Agreement. Upon entry of the Preliminary Approval Order, all proceedings in this Litigation pertaining to Defendant, other than the proceedings necessary to effectuate this Settlement Agreement, shall be stayed and suspended until further notice of the Court.

11. **Motion for Final Approval.** Plaintiffs will file a Motion for Final Approval pursuant to the deadline set in the Court's Preliminary Approval Order in a form agreed to by Defendant and will share a draft of the final approval motion, and all accompanying exhibits and declarations, with Defendant at least 5 days prior to filing.

12. **No Admission of Wrongdoing.** The Parties agree that, by negotiating and signing this Settlement Agreement and settling the Litigation, Defendant is not admitting any liability, fault, or violation of law. The Parties agree and acknowledge that Defendant denies all allegations and claims asserted against it, but is settling the Litigation to avoid the risk, burden, and expense of continued litigation.

13. **Interpretation.**

a. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe, contradict, or clarify this Settlement Agreement, its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed. The Parties expressly agree that the terms and conditions of this Settlement Agreement will control over any other written or oral agreements, and this Settlement Agreement supersedes all prior negotiations, understandings, and agreements between the Parties.

b. The Settlement Agreement, the Settlement, all documents, orders, and other evidence relating to the Settlement, the fact of their existence, any of their terms, any other statement or report by the Parties or by others concerning the Settlement Agreement, the Settlement, their existence, or their terms, any negotiations, proceedings, acts performed, or documents drafted or executed pursuant to or in furtherance of the Settlement Agreement or the

Settlement shall not be offered, received, deemed to be, used as, construed as, and do not constitute a presumption, concession, admission, or evidence of (i) the validity of any Released Claims or of any liability, culpability, negligence, or wrongdoing on the part of the Released Parties; (ii) any fact alleged, defense asserted, or any fault, misrepresentation, or omission by the Released Parties; (iii) the propriety of certifying a litigation class or any decision by any court regarding the certification of a class, and/or (iv) whether the consideration to be given in this Settlement Agreement represents the relief that could or would have been obtained through trial in the Litigation, in any trial, civil, criminal, administrative, or other proceeding of the Litigation or any other action or proceeding in any court, administrative agency, or other tribunal.

14. Modification or Termination and Reservation of Rights.

a. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court; provided, however, that, after entry of the Final Approval Order and Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all Exhibits hereto) without further approval by the Court if such changes are consistent with the Court's Final Approval Order and Judgment and do not materially limit the rights of Settlement Class Members under this Settlement Agreement.

b. In the event the terms or conditions of this Settlement Agreement are modified by (or to comply with) any court order as described herein, the Plaintiffs may unanimously or Defendant may, in their respective discretion, to be exercised within fourteen (14) days after such modification, declare this Settlement Agreement null and void. For purposes of this Paragraph 14(b), modifications include any modifications (1) to the definition of the Settlement Class, Settlement Class Members, Released Parties, or Released Claims; or (2) to the terms of the Settlement consideration described in Paragraph 4; or (3) that increase the caps described in Paragraphs 7 and 8; or (4) that materially change the requirements for approval of a Claim; or (5) that materially change the proposed Notice Plan, including methods of distributing notice, to the Settlement Class. In the event of qualifying modification by any court, and in the event the Parties do not exercise their unilateral option to withdraw from this Settlement Agreement pursuant to this Paragraph 14(b), the Parties shall meet and confer within seven (7) days of such a court order to attempt to reach an agreement as to how best to effectuate the court-ordered modification and preserve their settlement.

c. The Parties agree that the effectiveness of this Settlement Agreement is not contingent upon the Court's approval of any attorneys' fees or expenses or service awards to Plaintiffs. If the Court declines to approve, in whole or in part, a request for attorneys' fees or expenses or service awards to Plaintiffs, all remaining provisions in this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of attorneys' fees or expenses or service awards to Plaintiffs, or the amount thereof, shall be grounds for cancellation, termination, or modification of this Settlement Agreement.

d. Defendant may, in its sole discretion, terminate this Settlement Agreement if more than a specified number of members of the Settlement Class submit valid and timely

requests to exclude themselves from the Settlement pursuant to the terms of this agreement (e.g., fraudulent opt-outs do not count toward this provision), as agreed to by the Parties and attached as Exhibit F and submitted to the Court for in camera review. If applicable, Defendant must exercise this option in writing within fourteen (14) calendar days of the Objection and Opt-Out Deadline.

e. If this Settlement Agreement is terminated pursuant to its terms, disapproved by the Court or any appellate court with jurisdiction over the Settlement, or not consummated for any reason, or the Effective Date for any reason does not occur, then:

i. The Settlement Agreement will be deemed null and void ab initio. The terms and provisions of this Settlement Agreement will have no further force and effect with respect to the Parties or Settlement Class Members and will not be used in this Litigation or in any other proceeding for any purpose;

ii. Any judgment shall be automatically vacated upon notice of the same to the Court and the Litigation shall return to the procedural posture as of January 23, 2025;

iii. The Parties will petition the Court to have any stay orders entered pursuant to this Settlement lifted;

15. Miscellaneous Terms.

a. The Parties agree that the consideration provided to the Settlement Class and the other terms of the Settlement Agreement were negotiated at arm's length, in good faith by the Parties, and reflect a settlement that was reached voluntarily, after consultation with competent legal counsel, and with the assistance of an independent, neutral mediator, Magistrate Judge Diane Welsh (Ret.) of JAMS Philadelphia, a former United States Magistrate Judge, via in-person mediation, as well as numerous follow up written and oral communications and negotiations both directly and through the mediator, after nearly a decade of litigation.

b. Plaintiffs and Class Counsel have concluded that the Settlement set forth herein constitutes a fair, reasonable, and adequate resolution of all claims that the Plaintiffs asserted or could have asserted against Defendant, and all claims asserted or that could have been asserted in this Litigation, including the claims on behalf of the Settlement Class, and that the Settlement promotes the best interests of the Settlement Class.

c. To the extent permitted by law, all agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

d. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

e. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Signatures submitted by email or electronic signature service, shall also be

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considered originals. The date of execution shall be the latest date on which any Party signs this Settlement Agreement.

f. Defendant shall bear its own attorneys' fees and costs in the Litigation.

g. The Parties hereto and their respective counsel agree that they will use their best efforts to obtain all necessary approvals of the Court required by this Settlement Agreement, including to obtain a Final Approval Order and Judgment approving the Settlement. The Final Approval Order and Judgment shall: (1) grant final approval of all terms of this Settlement Agreement; (2) confirm that the Notice Plan complied with the requirements of due process and Federal Rule of Civil Procedure 23 by providing due, adequate, and sufficient notice of the Settlement to the Settlement Class; (3) determine that this Settlement Agreement is fair, reasonable, and adequate; (4) direct that the Litigation be dismissed with prejudice; and (5) retain the Court's continuing and exclusive jurisdiction over the Parties, including all Settlement Class Members, to construe and enforce this Settlement Agreement in accordance with its terms for the mutual benefit of the Parties.

h. This Settlement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto and the Settlement Class Members, including any and all Released Parties and any corporation, partnership, or other entity into or with which any Defendant or Released Party hereto may merge, consolidate, or reorganize, each of which is entitled to enforce this Settlement Agreement.

i. This Settlement Agreement was jointly drafted by the Parties. Plaintiffs, Settlement Class Members, and Defendant shall not be deemed to be the drafters of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the contra proferentem canon of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as the drafter, and the Parties agree that the provisions of any laws or common law construing ambiguities against the drafter shall have no application.

j. The headings used in this Settlement Agreement are inserted merely for the convenience of the reader and shall not affect the meaning or interpretation of this Settlement Agreement.

k. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

l. The Parties and their counsel agree not to make disparaging public statements about each other and/or their counsel, or related to the Settlement and/or the Litigation, although they are free to respond in a truthful and non-disparaging manner to inquiries regarding the Settlement and/or the Litigation. The Notice Plan will be facilitated exclusively by the Settlement Administrator pursuant to the Notice Plan.

m. Plaintiffs acknowledge, agree, and understand that: each has read and understands the terms of this Settlement Agreement, and has consulted with their counsel before executing this Settlement Agreement.

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n. All Parties represent and warrant that they are agreeing to the terms of this Settlement Agreement and have been afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys, and that the terms and conditions of this document are fully understood and voluntarily accepted.

o. Each Party to this Settlement Agreement warrants that they are acting upon their independent judgment and not in reliance upon any warranty or representation, express or implied, of any nature or any kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

p. The Court shall retain exclusive and continuing jurisdiction over all Parties, the Litigation, and this Settlement Agreement to resolve any suit, action, proceeding, case, controversy, or dispute that may arise regarding this Settlement Agreement, the application of the Release, any other matters regarding implementation of the Settlement, or in relation to this Litigation, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Settlement Agreement (“Disputes”). The Parties, and each Settlement Class Member, hereby irrevocably submit to the exclusive jurisdiction and venue of the Court for resolution of Disputes, and irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is in any way an improper venue or an inconvenient forum. Plaintiffs and Settlement Class Members shall not oppose the reopening of the Litigation for the purposes of effecting the Release. To the extent there are any Disputes between the Parties and/or Settlement Class Members, they will submit those disputes to Judge Diane Welsh (Ret.) of JAMS Philadelphia, before reopening this Litigation.

Execution Copy

Dated: March 5, 2025

Dated: March 5, 2025

Plaintiff and Class Representative

DocuSigned by:
Douglas Besman
3049BFED8EB8E478

Defendant Gerber Products Company

Plaintiff and Class Representative



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Attorneys for Plaintiff

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EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

JENNIFER HASEMANN and DEBBIE HOTH,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

GERBER PRODUCTS CO.,

Defendant.

Civil Action No. 1:15-cv-02995-EK-RER

WENDY MANEMEIT, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GERBER PRODUCTS CO.,

Defendant.

Civil Action No. 2:17-cv-00093-EK-RER

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs Jennifer Hasemann and Wendy Manemeit (“Plaintiffs”), on behalf of themselves and the Settlement Class as defined below, and Defendant Gerber Products Company (“Defendant”) entered into a Settlement Agreement on March 5, 2025, that sets forth the terms and conditions for a proposed settlement of the above-captioned Litigation and for its dismissal with prejudice upon the terms and conditions set forth therein;

WHEREAS, Plaintiffs have filed a Motion for Preliminary Approval of Class Action Settlement, and moved the Court for an Order: (i) preliminarily approving the Settlement under Federal Rule of Civil Procedure 23 as fair, reasonable, and adequate; and (ii) directing notice as set forth herein;

WHEREAS, the Court finds that the Settlement Agreement is the product of informed settlement negotiations following extensive fact and expert discovery, that took place under the supervision of an experienced mediator, the Honorable Diane Welsh (Ret.);

WHEREAS, the proposed Settlement Class is the same as the class that the Court certified in this Litigation on March 31, 2019, ECF No. 137;

WHEREAS, the Court is familiar with and has reviewed the record, the Settlement Agreement, Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Law in support thereof, and the supporting Declarations, and finds good cause for entering this Order;

WHEREAS, unless otherwise specified, all capitalized terms used herein have the same meaning as set forth in the Settlement Agreement; and

NOW THEREFORE, it is hereby ORDERED and ADJUDGED as follows:

1. The Court finds that it has jurisdiction over the subject matter of this Litigation, all parties to the Litigation, and the Settlement Class.

2. Plaintiffs have moved the Court for an order preliminarily approving the settlement of the Litigation in accordance with the Settlement Agreement, which, together with the exhibits incorporated therein, sets forth the terms and conditions for the Parties' proposed Settlement and dismissal of the Litigation with prejudice. The Court having read and considered the Settlement Agreement and all supporting materials, hereby preliminarily approves the Settlement Agreement and grants Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, subject to the Final Approval Hearing referred to below.

3. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement, including the exhibits attached thereto, is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class defined below.

4. The Court finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement: (a) is the result of negotiations between experienced class action attorneys; (b) is sufficient to warrant sending notice of the proposed Settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23, the Class Action Fairness Act, 28 U.S.C. § 1715, and the United States Constitution; and (d) is not a finding or admission of liability by Defendant or any other person(s), nor a finding of the validity of any claims asserted in the Litigation or of any wrongdoing or any violation of law.

5. **Propriety of the Settlement Class.** The proposed Settlement Class definition is the same as the previously certified class. ECF No. 137 at 72. “If the court has already certified a class, the only information ordinarily necessary is whether the proposed settlement calls for any change in the class certified, or of the claims, defenses, or issues regarding which certification was granted.” Fed. R. Civ. P. 23 at Committee Notes on Rules – 2018 Amendment. Because the terms of the Settlement do not present any issues that would change the Court’s class certification analysis, and because no intervening circumstances have arisen since the Court’s prior grant of certification, and for the same reasons identified in the Court’s Certification Order, ECF No. 137 at 20–71, the Court finds that, subject to the Final Approval Hearing, the Settlement Class satisfies

the numerosity, commonality, typicality, and adequacy requirements under Rule 23(a), and the predominance and superiority requirements of Rule 23(b)(3).

The Settlement Class is as defined in the Settlement Agreement:

All persons who purchased, other than for resale, GSG in the State of New York or State of Florida between October 10, 2011 and April 23, 2016, as previously certified by the Court on March 31, 2019. Excluded from the Settlement Class are: (i) the judge or magistrate assigned to this case; (ii) Defendant; (iii) any entity in which Defendant has a controlling interest; (iv) Defendant's officers, directors, legal representatives, successors, and assigns; (v) persons who purchased Good Start infant formula for the purpose of resale; (vi) and any government or government entity participating in the WIC program. The term "purchased" does not include formula received by a person via the WIC program.

6. **Notice and Administration.** Pursuant to Federal Rule of Civil Procedure 23(e), the Court finds that it has sufficient information to enable it to determine whether to give notice of the proposed Settlement to the Settlement Class. The proposed Settlement and Notice Plan meet the requirements of Rule 23(e). The Notice Plan as defined and described in the Settlement Agreement and the forms of notice attached thereto satisfy the requirements of Federal Rule of Civil Procedure 23 and are approved. Non-material modifications to the notices and claim form may be made by the Settlement Administrator without further order of the Court, so long as they are approved by the Parties and consistent in all material respects with the Settlement Agreement and this Order. The Settlement Administrator is directed to carry out the Notice Plan in conformance with the Settlement Agreement and the below-stated schedule, and to perform all other tasks that the Settlement Agreement requires. Prior to the Final Approval Hearing, Class Counsel shall cause to be filed with the Court an appropriate declaration by the Settlement Administrator with respect to complying with the provisions of the Notice Plan. The Court further finds that the form, content, and method of giving notice to the Settlement Class as described in the proposed Notice Plan: (a) constitute the best practicable notice to the Settlement Class; (b) are

reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights to object to the Settlement and to exclude themselves from the Settlement Class; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.

7. The parties have selected a reputable settlement administration company, Angeion Group, LLC, (“Angeion”) to serve as the Settlement Administrator. The Court hereby appoints and authorizes Angeion to be the Settlement Administrator and directs Angeion to perform and execute the notice responsibilities set forth in the Settlement Agreement. The Settlement Administrator shall act in compliance with the Protective Order (ECF No. 20), including but not limited to making all necessary efforts and precautions to ensure the security and privacy of Settlement Class Member information and protect them from loss, misuse, unauthorized access and disclosure, and to protect against any reasonably anticipated threats or hazards to the security of Settlement Class Member information. Angeion may not use the information provided by Defendants or Class Counsel in connection with the Settlement or this Notice Plan for any purposes other than providing notice or conducting claims administration.

8. The Court finds that Angeion shall comply with the notice provisions of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. The Court also orders Angeion to commence the Notice Plan to potential Settlement Class Members within thirty (30) days after entry of this Preliminary Approval Order (“Notice Date”). Angeion shall provide a declaration detailing all of

its efforts regarding the Notice Plan and its timely completion of the Notice Plan and outreach to the members of the Settlement Class, to be filed as an exhibit to Plaintiffs' Motion for Final Approval of Class Action Settlement. To avoid confusion and inconsistent information about the Settlement, information about the Settlement will be provided solely by the Notice Plan.

9. **Submission of Claims.** Pursuant to the Parties' Settlement Agreement, Settlement Class Members will have eighty-four (84) calendar days from the Notice Date to submit their Claim Forms and qualify to receive a payment under the Settlement if the Claim Form is approved by the Settlement Administrator.

10. **Requests for Exclusion.** Any person within the Settlement Class definition who wishes to exclude themselves from the Settlement must submit a written request to opt out to the Settlement Administrator, which shall be postmarked no later than the Objection and Opt-Out Deadline as defined in the Settlement Agreement or submitted online through the Settlement Website and verified no later than the Objection and Opt-Out Deadline. The opt-out request must (i) identify the case name of the Litigation; (ii) identify the full name, current address, email address, and phone number of the person seeking exclusion from the Settlement; (iii) be personally signed by the person seeking exclusion; (iv) include a statement clearly indicating the person's intent to be excluded from the Settlement; (v) request exclusion only for that one person whose personal signature appears on the request; (vi) declare under oath and subject to the penalty of perjury that the person seeking exclusion personally purchased, other than for resale, GSG in the State of New York or State of Florida between October 10, 2011 and April 23, 2016; and (vii) state the name, birthdate, and current age of the infant for whom the person purchased GSG, and the infant's relationship to the Claimant. Any person who submits a valid and timely request to opt-out in the manner described above shall not: (i) be bound by any orders or judgments entered in

connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement. Any member of the Settlement Class who does not submit a valid and timely request for exclusion in the manner described above shall be deemed to be a Settlement Class Member upon expiration of the Objection and Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to Settlement Class Members.

11. **Objections and Appearances.** Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court, Class Counsel, Defense Counsel, and the Settlement Administrator, on or before the Objection and Opt-Out Deadline. Any person who submits a request to opt out waives any right to object to the Settlement. Any written objection must be made under penalty of perjury, and include: (i) the case name and number of the Litigation; (ii) the full name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel; (iii) declare under oath and subject to the penalty of perjury that the person seeking exclusion personally purchased, other than for resale, GSG in the State of New York or State of Florida between October 10, 2011 and April 23, 2016; (iv) a statement describing the date and location (including the store name and address) of their purchase of GSG, and the birthdate of the infant for whom the objecting Settlement Class Member purchased GSG, and the infant's relationship to the Claimant; (v) any supporting papers, materials, or briefs the objector wishes the Court to consider when reviewing the objection; (vi) a statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (vii) a statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the five years preceding the date that the objector files the objection, along

with the caption of each case in which the objector has made such objection; (viii) a statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection; (ix) a statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and (x) the objector's signature. In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing. A Settlement Class Member may submit a written statement of objection(s) on his or her own behalf or through a lawyer hired at that Settlement Class Member's own expense, provided the Settlement Class Member has not submitted a request to opt out.

12. Lawyers asserting objections on behalf of Settlement Class Members must, at least fourteen days before the date of the Final Approval Hearing: (1) file a notice of appearance with the Court; and (2) file a declaration under oath attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or file (*in camera*) a copy of the contract between that lawyer and each such Settlement Class Member; and (3) file a declaration under oath that specifies the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a member of a class. Any Settlement Class Member who fails to object to the Settlement in the manner described above shall be deemed to have waived any such objection, shall not be permitted to object to any terms of or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking

any review of the Settlement or the terms of this Settlement Agreement by appeal or any other means.

13. **Final Approval Hearing.** A Final Approval Hearing will be held by this Court in the Courtroom of the Honorable Eric R. Komitee, United States District Court for the Eastern District of New York, Courtroom 6G N, 225 Cadman Plaza East, Brooklyn, New York on _____, 2025 at ____ : ____ .m., or as soon as possible thereafter (“Final Approval Hearing”), to determine: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate to the Settlement Class; (b) whether a Final Approval Order and Final Judgment should be entered; (c) whether to approve Class Counsels’ Motion for Attorneys’ Fees and Expenses, and Service Awards; and (d) any other matters that may properly be brought before the Court in connection with the Settlement. The Court may approve the Settlement with such modifications as the parties may agree to, if appropriate, without further notice to the Settlement Class, provided such modifications do not materially limit the rights of Settlement Class Members under the Settlement Agreement.

14. **Final Approval Briefing.** Plaintiffs shall file their Motion for Attorneys’ Fees and Expenses, and Service Awards no later than thirty (30) days after the Notice Date, and shall file their Motion for Final Approval of Class Action Settlement no later than thirty (30) days after the Notice Date.

15. **Reasonable Procedures.** Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of

the notices and other exhibits that they jointly agree are reasonable or necessary to further the purpose of effectuating the Settlement Agreement.

16. **Extension of Deadlines.** Upon application of the parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Settlement Class. All deadlines will be posted on the Settlement Website. Settlement Class Members must check the Settlement Website for updates and further details regarding extensions of any deadlines set forth in this Order.

17. **Termination of the Settlement and Use of this Order.** This Order shall become null and void and shall be without prejudice to the rights of the parties, all of which shall be restored to their respective positions existing as of January 23, 2025, if the Effective Date does not occur or the Settlement is otherwise terminated in accordance with the terms of the Settlement Agreement. In such an event, the Settlement shall become null and void and shall be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever. For the avoidance of doubt, if the Effective Date does not occur or the Settlement is otherwise terminated in accordance with the terms of the Settlement, then neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be: (1) construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability or the certifiability of any class; (2) construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, or unavailable; or (3) construed or used as a waiver by any Party of any defense or claim he, she, or it may have in this Litigation or in any other lawsuit.

18. **Related Orders.** All further proceedings in this Litigation are ordered stayed until entry of the Final Approval Order or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

19. **Deadlines.** Consistent with this Order, the Court sets the following deadlines:

<u>ACTION</u>	<u>DATE</u>
Notice Commences (Notice Date)	Within 30 days following entry of this Order
Plaintiffs File Motion for Attorneys’ Fees, Expenses, and Service Awards	30 days after the Notice Date (and 30 days prior to the Objection and Opt-Out Deadline)
Plaintiffs File Motion for Final Approval of Class Action Settlement	30 days after the Notice Date
Opt-Out and Objection Deadline	60 days after Notice Date
Deadline for Lawyers Asserting Objections on Behalf of Settlement Class Members to Comply with Paragraph 12 of this Order	14 days before the Final Approval Hearing
Response to Objections Due (if applicable)	14 days after Objection and Opt-Out Deadline
Final Approval Hearing	90 days after the entry of this Order (or the first date thereafter available to the Court)
Claims Submission Deadline	84 days after Notice Date

IT IS SO ORDERED.

DATED: [Date], 2025

HON. ERIC R. KOMITEE
U.S. DISTRICT COURT JUDGE

EXHIBIT B

Email Notice

From: GSG Settlement Administrator

To: «Class Member Email Address»

Subject Line: Notice of Class Action Settlement with Gerber Products Company

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Hasemann, et al. v. Gerber Products Co., No. 1:15-cv-02995-EK-RER (E.D.N.Y.)
Manemeit v. Gerber Products Co., No. 2:17-cv-00093-EK-RER (E.D.N.Y.)*

A federal court has authorized this notice. This is not a solicitation from a lawyer.

If you purchased Gerber Good Start Gentle infant formula in the States of Florida or New York during the time period from October 10, 2011 to April 23, 2016, a class action settlement may affect your rights.

A proposed class action settlement has been reached in the above-referenced class action lawsuits (collectively, the “Litigation”) relating to the marketing, advertising, and/or labeling of Gerber Good Start Gentle infant formula, and specifically concerning alleged statements that it could reduce the risk of allergies, which Plaintiffs asserted were misleading. Gerber Products Company (“Defendant”) denies all allegations and claims asserted against it, and denies that it made any misleading statements. The parties are settling the Litigation to avoid the risk, burden, and expense of continued litigation.

A copy of the Long-Form Notice of Class Action Settlement is available [here](#). A copy of the Class Action Settlement Agreement is available [here](#).

AM I INCLUDED IN THE SETTLEMENT?

You are a member of the Settlement Class if you are a person who purchased, other than for resale, Gerber Good Start Gentle infant formula (“GSG”) in the State of New York (“New York Settlement Class Members”) or State of Florida (“Florida Settlement Class Members”) during the time period from October 10, 2011 to April 23, 2016. The term “purchased” does not include formula received by a person via the governmental WIC program.

WHAT DOES THE SETTLEMENT PROVIDE?

The following payments are available to Settlement Class Members who submit a valid and timely Claim Form:

Florida Base Payment. Each Florida Settlement Class Member who submits a Claim Form under penalty of perjury and states that they purchased GSG during the Class Period, and who: (i) provides proof of their residency in the State of Florida, (ii) identifies on their Claim Form the full name, birthdate, and current age of the infant for whom they purchased GSG, and the infant’s relationship to the Claimant, (iii) specifies the number of units that they purchased on their Claim Form, and (iv) identifies on their Claim Form the state in which the GSG units were purchased, may qualify for a Florida Base Payment amount of \$3.00 per unit claimed, up to a maximum limit of 5 units.

- **New York Base Payment.** Each New York Settlement Class Member who submits a Claim Form under penalty of perjury and states that they purchased GSG during the Class Period, and who: (i) provides proof of their residency in the State of New York, (ii) identifies on their Claim Form the full name, birthdate, and current age of the infant for whom they purchased GSG, and the infant's relationship to the Claimant, (iii) specifies the number of units they purchased on their Claim Form, and (iv) identifies on their Claim Form the state in which the GSG units were purchased, may qualify for a New York Base Payment amount of \$4.00 per unit claimed, up to a maximum limit of 5 units.
- **Enhanced Proof of Purchase Payment.** Settlement Class Members who provide documentary Proof of Purchase with their Claim Form may qualify for a larger potential monetary payment. Settlement Class Members with documentary Proof of Purchase can submit a Claim Form for an Enhanced Proof of Purchase Payment of \$3.00 per unit of GSG purchased in the State of Florida, or \$4.00 per unit of GSG purchased in the State of New York, up to a maximum of 20 units. The maximum claimable amount is \$60 total for Florida Settlement Class Members and \$80 total for New York Settlement Class Members with documentary Proof of Purchase. The Settlement Administrator shall review such Proof of Purchase submitted and shall determine if a Claimant is entitled to an Enhanced Proof of Purchase Payment.
- **Mixed Proof Claim Forms.** Settlement Class Members are entitled to apply for a Florida Base Payment or New York Base Payment as set forth above, as well as apply for an Enhanced Proof of Purchase Payment, in which case any units for which documentary Proof of Purchase is provided will be counted first and valued by the Settlement Administrator, and then, if the amount of units with documentary Proof of Purchase is below 5 units, additional units may be claimed without documentary Proof of Purchase, up to a total maximum limit of 5 units (including the units for which documentary Proof of Purchase was submitted).

Please visit the Settlement Website at **WEBSITE** for complete information about the Settlement Benefits and how to apply for a payment as set forth above.

HOW DO I RECEIVE SETTLEMENT BENEFITS?

To apply to receive a payment under the Settlement, Settlement Class Members must submit a Claim Form online at **WEBSITE** or by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Settlement Administrator. If you do not submit a Claim Form, you will not receive any Settlement benefits.

WHAT ARE MY OTHER OPTIONS?

If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you **exclude yourself (i.e., opt-out of the Settlement)**, you will not receive any payment from the Settlement, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to **exclude yourself** from the Settlement or to **object** to the Settlement is **DEADLINE**. Visit the Settlement Website at **WEBSITE** for complete details on how to exclude yourself from, or object to, the Settlement.

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for attorneys' fees and expenses up to \$11,250,000, and service awards up to \$10,000 each (for a total of \$20,000) for the Class Representatives. If there are objections, the Court will consider them.

FOR ADDITIONAL INFORMATION

This Notice is only a Summary. For more information about the Settlement, to obtain a copy of the Settlement Agreement, to learn how to obtain and submit a Claim Form, or how to request exclusion from or object to the Settlement, please visit the Settlement Website at [WEBSITE](#) or call toll-free 1-[XXX-XXX-XXXX](#).

Unsubscribe

Postcard Notice

Notice of Proposed Class Action Settlement

If you purchased Gerber Good Start Gentle infant formula in the States of Florida or New York during the time period from October 10, 2011 to April 23, 2016, a class action settlement may affect your rights.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

For more information about the Settlement, how to submit a Claim Form to receive a monetary award, how to opt-out of the Settlement, or how to object to the Settlement, please visit **WEBSITE or call toll-free 1-**XXX-XXX-XXXX**.**

GSG Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A proposed class action settlement has been reached in *Hasemann, et al. v. Gerber Products Co.*, No. 1:15-cv-02995 (E.D.N.Y.), and *Manemeit v. Gerber Products Co.*, No. 2:17-cv-00093 (E.D.N.Y.) (collectively, the "Litigation") relating to the marketing, advertising, and/or labeling of Gerber Good Start Gentle infant formula concerning alleged statements that it could reduce the risk of allergies, which the Plaintiffs asserted were misleading. Gerber Products Company ("Defendant") denies all allegations and claims asserted against it, and denies that it made any misleading statements. The parties are settling the Litigation to avoid the risk, burden, and expense of continued litigation.

Am I Included in the Settlement? You are a member of the Settlement Class if you are a person who purchased, other than for resale, Gerber Good Start Gentle infant formula ("GSG") in the State of New York ("New York Settlement Class Members") or State of Florida ("Florida Settlement Class Members") between October 10, 2011 and April 23, 2016. The term "purchased" does not include formula received by a person via the WIC program.

What does the Settlement Provide? The following Settlement Relief is available to Settlement Class Members who submit a valid and timely Claim Form:

• **Florida Base Payment.** Each Florida Settlement Class Member who meets the requirements in the Settlement Agreement shall be entitled to a Florida Base Payment of \$3.00 per unit claimed, up to a maximum of 5 units.

• **New York Base Payment.** Each New York Settlement Class Member who meets the requirements in the Settlement Agreement shall be entitled to a New York Base Payment amount of \$4.00 per unit claimed, up to a maximum limit of 5 units.

• **Enhanced Proof of Purchase Payment.** All Settlement Class Members who meet the requirements in the Settlement Agreement shall be entitled to submit a claim for an Enhanced Proof of Purchase Payment of \$3.00 per unit of GSG purchased in the State of Florida, and \$4.00 per unit of GSG purchased in the State of New York, based on the presentation of documentary Proof of Purchase in the Geographic Area (Florida or New York) during the Class Period, up to a maximum of 20 units. The maximum claimable amount is \$60 total for Florida Settlement Class Members and \$80 total for New York Settlement Class Members.

• **Mixed Proof Claim Forms.** Settlement Class Members are entitled to apply for a Florida Base Payment or New York Base Payment, as applicable, as well as an Enhanced Proof of Purchase Payment.

Please visit [WEBSITE](#) for complete information about the Settlement Benefits.

How Do I Receive Settlement Benefits? Settlement Class Members must submit a Claim Form online at [WEBSITE](#) or by mailing a completed Claim Form postmarked by [DEADLINE](#) to the Settlement Administrator. If you do not submit a Claim Form, you will not receive any Settlement Benefits.

What are My Other Options? If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue Defendant about the claims resolved by this Settlement. If you **exclude yourself (opt-out)**, you will not receive any payment from the Settlement, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is [DEADLINE](#). Visit [WEBSITE](#) for complete details on how to exclude yourself from, or object to, the Settlement.

The Final Approval Hearing. The Court will hold a Final Approval Hearing at [TIME](#), on [DATE](#), in Courtroom [XX](#) located at [INSERT COURT ADDRESS](#). At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of attorneys' fees and expenses up to \$11,250,000, and service awards up to \$10,000 each (for a total of \$20,000) for the Class Representatives. If there are objections, the Court will consider them.

This Notice is only a Summary. For more information visit [WEBSITE](#) or call-toll free 1-~~XXX-XXX-XXXX~~.

EXHIBIT C

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Hasemann, et al. v. Gerber Products Co., No. 1:15-cv-02995-EK-RER (E.D.N.Y.)
 Manemeit v. Gerber Products Co., No. 2:17-cv-00093-EK-RER (E.D.N.Y.)*

A federal court has authorized this notice. This is not a solicitation from a lawyer.

If you purchased Gerber Good Start Gentle infant formula in the States of Florida or New York during the time period from October 10, 2011 to April 23, 2016, a class action settlement may affect your rights.

- A proposed class action settlement has been reached in the above-referenced class action lawsuits (collectively, the “Litigation”) relating to the marketing, advertising, and/or labeling of Gerber Good Start Gentle infant formula, and specifically concerning alleged statements that it could reduce the risk of allergies, which Plaintiffs asserted were misleading. Defendant Gerber Products Company (“Gerber” or “Defendant”) denies all allegations and claims asserted against it, and denies that it made any misleading statements. The parties are settling the Litigation to avoid the risk, burden, and expense of continued litigation.
- You are a member of the Settlement Class and can apply for a payment if you are a person who purchased, other than for resale, Gerber Good Start Gentle infant formula (“GSG”) in the State of New York (“New York Settlement Class Members”) or State of Florida (“Florida Settlement Class Members”) during the time period from October 10, 2011 to April 23, 2016 (the “Class Period”), other than for resale. The term “purchased” does not include formula received by a person via the governmental WIC program.
- If you are included in the Settlement Class, your legal rights are affected by this Settlement regardless of whether you do or do not act, so please read this Notice carefully. For more information, visit [WEBSITE](#) or call toll-free 1-[XXX-XXX-XXXX](#).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: DEADLINE	Submitting a valid and timely Claim Form is the only way to receive a payment from the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: DEADLINE	If you exclude yourself from this Settlement, you will not receive any benefits from the Settlement, and you will not release any claims against Defendant arising out of your purchase of GSG. If you exclude yourself from the Settlement you cannot object to the Settlement.
OBJECT TO THE SETTLEMENT	You have the option to write to the Court with reasons why you do not agree with the Settlement, and may ask the Court for permission for you or your

Questions? Visit [WEBSITE](#) or call toll-free 1-[XXX-XXX-XXXX](#)

BY: DEADLINE	attorney to speak about your objection at the Final Approval Hearing at your own expense.
DO NOTHING	If you do nothing, you will not receive any benefits from the Settlement and will be subject to the release of claims in the Settlement Agreement.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why is this Class Action Notice of Settlement being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections and appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the monetary benefits available to Settlement Class Members who submitted a valid and timely Claim Form. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

Plaintiffs sued Defendant relating to Defendant’s marketing, advertising, and/or labeling of GSG, and specifically concerning alleged statements that it could reduce the risk of allergies, which Plaintiffs asserted were misleading. Defendant denies all allegations and claims asserted against it, and denies that it made any misleading statements. The parties are settling the Litigation to avoid the risk, burden, and expense of continued litigation.

3. What is a class action Settlement?

In a class action, one or more people called the Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One

Court resolves the issues for all Settlement Class Members, except for those individuals who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant (the “Parties”). Instead, the Parties agreed to a Settlement to avoid the risks and costs of further litigation and the uncertainty of a trial and appeals. The Settlement allows Settlement Class Members to obtain a payment without further delay. Plaintiffs and their attorneys (“Co-Lead Class Counsel”) believe that the Settlement is in the best interest of all Settlement Class Members. The Settlement does not mean that Defendant did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a member of the Settlement Class if you are a person who purchased, other than for resale, GSG in the State of New York (“New York Settlement Class Members”) or State of Florida (“Florida Settlement Class Members”) during the time period from October 10, 2011 to April 23, 2016.

If you received this Notice you may be eligible to receive a payment from the Settlement. If you are not sure whether you qualify, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at WEBSITE.

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class excludes the judge or magistrate assigned to this case; Defendant; any entity in which Defendant has a controlling interest; Defendant’s officers, directors, legal representatives, successors, and assigns; persons who purchased GSG for the purpose of resale; and any government or government entity participating in the WIC program. The term “purchased” does not include formula received by a person via the WIC program.

THE BENEFITS PROVIDED BY THE SETTLEMENT

7. What does the Settlement provide?

The following Settlement Relief is available to Settlement Class Members who submit a valid and timely Claim Form:

- **Florida Base Payment.** Each Florida Settlement Class Member who submits a Claim Form under penalty of perjury and states that they purchased GSG during the Class Period, and who: (i) provides proof of their residency in the State of Florida, (ii) identifies on their Claim Form the full name, birthdate, and current age of the infant for whom they purchased GSG, and the infant’s relationship to the Claimant, (iii) specifies the number of units that they purchased on their Claim Form, and (iv) identifies on their Claim Form the state in which the GSG units were purchased may qualify for a Florida Base Payment amount of \$3.00 per unit claimed, up to a maximum limit of 5 units.
- **New York Base Payment.** Each New York Settlement Class Member who submits a Claim Form under penalty of perjury and states that they purchased GSG during the Class Period, and who: (i) provides proof of their residency in the State of New York, (ii) identifies on their Claim Form the full name, birthdate, and current age of the infant for whom they purchased GSG, and the infant’s relationship to the Claimant, (iii) specifies the number of units they purchased on their Claim Form, and (iv) identifies on their Claim Form the state in which the GSG units were

purchased may qualify for a New York Base Payment amount of \$4.00 per unit claimed, up to a maximum limit of 5 units.

- **Enhanced Proof of Purchase Payment.** Settlement Class Members who provide documentary Proof of Purchase in New York or Florida during the Class Period may qualify for a larger potential payment. Settlement Class Members with documentary Proof of Purchase can submit a Claim Form for an Enhanced Proof of Purchase Payment of \$3.00 per unit of GSG purchased in the State of Florida, and \$4.00 per unit of GSG purchased in the State of New York, as reflected in the proof, up to a maximum of 20 units. The Claim Form must also under penalty of perjury (i) identify the full name, birthdate, and current age of the infant for who the Claimant purchased GSG, and the infant's relationship to the Claimant, (ii) specify the number of units the Claimant purchased, and (iii) identify the state in which the GSG units were purchased. The maximum claimable amount is \$60 total for Florida Settlement Class Members and \$80 total for New York Settlement Class Members with documentary Proof of Purchase.

Proof of Purchase means documentation demonstrating that the Claimant purchased GSG in Florida or New York during the Class Period, including: copies of receipts, invoices, direct-purchase records and payment-card records that show the purchaser identity, date of purchase, itemized number of units purchased, specific product purchased, and purchase amount. Self-prepared documentation will not be accepted. The Settlement Administrator shall review such Proof of Purchase submitted and shall determine if a Claimant is entitled to an Enhanced Proof of Purchase Payment.

- **Mixed Proof Claim Forms.** Settlement Class Members are entitled to apply for a Florida Base Payment or New York Base Payment as well as apply for an Enhanced Proof of Purchase Payment, in which case any units for which documentary Proof of Purchase is provided will be counted first and valued by the Settlement Administrator, and then, if the amount of units with documentary Proof of Purchase is below 5 units, additional units may be claimed without documentary Proof of Purchase, up to a total maximum limit of 5 units (including the units for which Proof of Purchase was submitted).

Please visit the Settlement Website at [WEBSITE](#) for complete information about the Settlement Benefits.

8. What is required for proof of residency in Florida or New York?

If your current address is not within Florida or New York, then you **must** provide proof demonstrating that you lived in Florida or New York during the Class Period (October 10, 2011 to April 23, 2016).

Documentary proof demonstrating **residence** in Florida or New York may include, for example, a copy of a driver's license, residential lease, mortgage, utility bill, payment card statement, deed, paystub, insurance bill, or court documents that show your previous address and that you resided in Florida or New York during the Class Period.

9. Can I submit a Claim Form for more than one (1) payment type?

Yes, Settlement Class Members are entitled to apply for a Florida Base Payment or New York Base Payment, as applicable, as well as an Enhanced Proof of Purchase Payment, however, only one Claim Form may be submitted per household.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

10. How do I submit a Claim Form in this Settlement to receive benefits?

Submitting a Claim Form is the only way to be eligible to receive payment under the Settlement. You can obtain and submit a Claim Form and provide any supporting documentation online through the Settlement Website, **WEBSITE**. The deadline to submit a Claim Form is **DATE**.

You can also mail your completed Claim Form and supporting documentation to the Settlement Administrator, which must be postmarked by **DATE**, at:

GSG Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA, 19103

11. How do I obtain a Claim Form?

You can obtain a Claim Form in any of the following ways:

1. You can obtain and submit a Claim Form by visiting the Settlement Website, **WEBSITE**. Please note that you will first receive a unique identified number when you register through the website, and then you can download or print your Claim Form.
2. You can call the Settlement Administrator and request that a Claim Form be mailed to you.
3. You can write to the Settlement Administrator to request a Claim Form.
4. You can email the Settlement Administrator to request a Claim Form using the email address below.

Toll-Free: 1-**XXX-XXX-XXXX**

Mail: GSG Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: info@

12. Who Reviews The Claim Forms After They Are Submitted?

The Court appointed a Settlement Administrator, Angeion Group LLC, who will review all of the Claim Forms that are submitted and determine whether they are valid and timely. The Settlement Administrator may require additional information from a claimant. If the Settlement Administrator requires such additional information, they will write to you and you will have twenty-one (21) days to provide the information requested. If you do not do so on a timely basis, your Claim may be denied, and you will not receive a payment.

13. When will I get my payment?

The Court will hold a Final Approval Hearing at **: .m. on DATE, 2025** to decide whether to grant final approval of the Settlement. Please remember it takes time after the Final Approval Hearing for all the Claim Forms to be processed, and for the Parties to address any appeals, if applicable. Please be patient. If you have further questions regarding payment timing, you may contact the Settlement Administrator by emailing **EMAIL ADDRESS**.

REMAINING IN THE SETTLEMENT

14. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want to obtain a payment under the Settlement, you **must** submit a Claim Form online at the Settlement Website, or by mail postmarked by **Month Day, 202X**. If you do nothing, you will **not** receive a Settlement Payment and you will also be subject to the release under the Settlement.

15. What claims are being released as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims being resolved by this Settlement.

The specific claims you are giving up against Defendant and the claims you are releasing are described in the Settlement Agreement which is available at [Website](#). The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in **Question 17** for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement and you do not want to be subject to the release in the Settlement Agreement, then you have the option to exclude yourself from (*i.e.*, “opt-out” of) – the Settlement Class.

16. How do I opt-out of the Settlement?

Any Settlement Class Member who wishes to exclude themselves from the Settlement must submit a written request to opt-out to the Settlement Administrator by mail at: **GSG Settlement, Attn: Exclusions, P.O. Box 58220, Philadelphia, PA 19102**, or the request may be submitted online at [WEBSITE](#). Opt-out requests submitted by mail must be postmarked no later than **DATE**. Opt-out requests submitted online must be submitted on or before **DATE**.

All written requests to opt-out of the Settlement must:

- i. Identify the case name of the Litigation;
- ii. Identify the full name, current address, email address, and phone number of the person seeking exclusion from the Settlement;
- iii. Be personally signed by the person seeking exclusion;
- iv. Include a statement clearly indicating the person’s intent to be excluded from the Settlement;
- v. Request exclusion only for that one person whose personal signature appears on the request;
- vi. Declare under oath and subject to the penalty of perjury that the person seeking exclusion personally purchased, other than for resale, GSG in the State of New York or State of Florida between October 10, 2011 and April 23, 2016;
- vii. State the full name and birthdate of the infant for whom the person purchased GSG; and
- viii. State the relationship of the person seeking exclusion to the infant.

Opt-out requests seeking exclusion on behalf of more than one person shall be deemed invalid by the Settlement Administrator.

Any person who submits a valid and timely request to opt-out in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

Any member of the Settlement Class who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to Settlement Class Members.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Co-Lead Class Counsel” or “Class Counsel” to represent the Settlement Class:

Class Counsel	
Brett Cebulash TAUS, CEBULASH & LANDAU, LLP 123 William Street, Suite 1900A New York, NY 10038	Shanon J. Carson BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103
Michael R. Reese REESE LLP 100 West 93rd Street, 16th Floor New York, NY 10025	Jean Martin Morgan & Morgan Complex Litigation Group 201 N. Franklin Street, 7 th Floor Tampa, FL 33602

If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will Class Counsel be paid?

Class Counsel prosecuted this case in federal court for approximately ten (10) years before achieving this Settlement. The Settlement was obtained after full factual and expert discovery was completed, and only weeks before trial was scheduled to begin. Class Counsel may apply to the Court for an award of attorneys’ fees and expenses up to \$11,250,000 which must be approved by the Court. Class Counsel may also apply to the Court on behalf of the Class Representatives for an order granting a service award to each of the two of them not to exceed \$10,000 each for their services as representatives of the Settlement Class. The amounts approved by the Court for attorneys’ fees and expenses, and for service awards for the Class Representatives, will be paid separately by Defendant and will not affect Settlement Class Member payments.

OBJECTING TO THE SETTLEMENT

19. How do I object to the Settlement?

Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court, Class Counsel, Defense Counsel, and the Settlement Administrator, on or before **DEADLINE**. Any person who submits a request to opt-out waives any right to object to the Settlement. Any objection must be sent to all of the below listed addresses:

Court	Settlement Administrator
[Court Address]	GSG Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102
Class Counsel	
Brett Cebulash TAUS, CEBULASH & LANDAU, LLP	Shanon J. Carson BERGER MONTAGUE PC

123 William Street, Suite 1900A New York, NY 10038	1818 Market Street, Suite 3600 Philadelphia, PA 19103
Michael R. Reese REESE LLP 100 West 93rd Street, 16th Floor New York, NY 10025	Jean Martin Morgan & Morgan Complex Litigation Group 201 N. Franklin Street, 7 th Floor Tampa, FL 33602
Defense Counsel	
Daniel J. Thomasch Justine Goeke GIBSON, DUNN & CRUTCHER LLP 200 Park Avenue New York, New York 10166	Christopher Chorba GIBSON, DUNN & CRUTCHER LLP 333 South Grand Avenue Los Angeles, California 90071
Jason R. Meltzer GIBSON, DUNN & CRUTCHER LLP 1700 M Street, N.W. Washington, D.C. 20036	Geoffrey W. Castello Jaclyn M. Metzinger KELLEY DRYE & WARREN LLP 101 Park Avenue New York, NY 10178

The written objection must be made under penalty of perjury, and include:

- i. The case name and number of the Litigation;
- ii. The full name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- iii. Declare under oath and subject to the penalty of perjury that the person seeking exclusion personally purchased, other than for resale, GSG in the State of New York or State of Florida between October 10, 2011 and April 23, 2016;
- iv. A statement describing the date and location (including the store name and address) of their purchase of GSG, the birthdate of the infant for whom the objecting Settlement Class Member purchased GSG, and their relationship to the infant;
- v. Any supporting papers, materials, or briefs the objector wishes the Court to consider when reviewing the objection;
- vi. A statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- vii. A statement of the number of times in which the objector (and, where applicable, objector’s counsel) has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- viii. A statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;
- ix. A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and
- x. The objector’s signature.

In addition, if an objecting Settlement Class Member intends to **speak at the Final Approval Hearing** (whether *pro se* or through an attorney), the written objection **must include** a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

A Settlement Class Member may submit a written statement of objection(s) on his or her own behalf or through a lawyer hired at that Settlement Class Member's own expense, provided the Settlement Class Member has not submitted a request to opt-out. Lawyers asserting objections on behalf of Settlement Class Members must: (1) file a notice of appearance with the Court by the deadline set by the Court in the Preliminary Approval Order, or as the Court otherwise may direct; (2) file a declaration under oath attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or file (*in camera*) a copy of the contract between that lawyer and each such settlement Class Member; and (3) comply with all of the requirements and procedures described herein, including providing all information set forth in the paragraphs above (in Question 24). Lawyers asserting objections on behalf of Settlement Class Members also must file a declaration under oath that specifies the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a member of a class.

Any Settlement Class Member who fails to object to the Settlement in the manner described herein and pursuant to the Settlement Agreement shall be deemed to have waived any such objection, shall not be permitted to object to any terms of or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Settlement Agreement by appeal or any other means.

20. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

21. When and where is the Final Approval Hearing?

The Court will hold a Final Approval Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's request for attorneys' fees and expenses and any service awards for the Class Representatives. The Court will take into consideration any timely sent written objections and may also listen to anyone who has requested to speak at the hearing.

22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will attend the Final Approval Hearing and answer any questions the Court may have. However, all Settlement Class Members are welcome to attend the Final Approval Hearing at their own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

23. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will not receive any payment from the Settlement. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

Yes. This Notice summarizes the Settlement. More details are in the Settlement Agreement, which is available at **WEBSITE**.

26. How do I get more information?

For more information, please visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**. You can also contact the Settlement Administrator by mail: GSG Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or by email: **info@**.

Please do not call the Court or the Clerk of the Court for additional information.

Exhibit D

CLAIM FORM

Your Claim must be submitted online at **WEBSITE** or postmarked by **DEADLINE**

Hasemann, et al. v. Gerber Products Co., No. 1:15-cv-02995
Manemeit v. Gerber Products Co., No. 2:17-cv-00093

United States District Court for the Eastern District of New York

GER
CLAIM

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form in this class action settlement if you are a member of the Settlement Class as described below.

This case was alleged against Gerber Products Company (“Defendant”) and relates to the marketing, advertising, and/or labeling of Gerber Good Start Gentle infant formula (“GSG”). The Plaintiffs challenged alleged statements that GSG could reduce the risk of allergies, which Plaintiffs asserted was misleading. Defendant denies all allegations and claims asserted against it, and denies that it made any misleading statements. The Parties are settling the Litigation to avoid the risk, burden, and expense of continued litigation.

The Settlement Class includes all persons who purchased, other than for resale, Gerber Good Start Gentle infant formula (“GSG”) in the State of New York (“New York Settlement Class Members”) or State of Florida (“Florida Settlement Class Members”) during the period from October 10, 2011 and April 23, 2016.

The Settlement Class does not include purchases of GSG in States other than New York and Florida. The Settlement Class excludes the judge and magistrate assigned to this case; Defendant; any entity in which Defendant has a controlling interest; Defendant’s officers, directors, legal representatives, successors, and assigns; persons who purchased GSG for the purpose of resale; and any government or government entity participating in the WIC program. The term “purchased” does not include formula received by a person via the WIC program.

Benefits Provided by the Settlement

Settlement Class Members may submit a Claim Form during the Claim Period to qualify for the following relief:

- **Florida Base Payment.** Each Florida Settlement Class Member who completes and submits this Claim Form under penalty of perjury and states that they purchased GSG in Florida during the Class Period may qualify, without submission of documentary proof of purchase, for a Florida Base Payment amount of \$3.00 per unit claimed.
- **New York Base Payment.** Each New York Settlement Class Member who completes and submits this Claim Form under penalty of perjury and states that they purchased GSG in New York during the Class Period may qualify, without submission of documentary proof of purchase, for a New York Base Payment amount of \$4.00 per unit claimed.
- **Enhanced Proof of Purchase Payment.** Settlement Class Members who complete and submit this Claim Form under penalty of perjury *and who provide documentary Proof of Purchase* with their Claim Form may qualify for a larger potential monetary payment. Settlement Class Members who submit documentary Proof of Purchase in New York or Florida during the Class Period with this Claim Form are entitled to claim \$3.00 per unit of GSG purchased in the State of Florida, or \$4.00 per unit of GSG purchased in the State of New York, as reflected in the documentary proof, up to a maximum of 20 units. The maximum

CLAIM FORM

Your claim must be submitted online at **WEBSITE** or postmarked by **DEADLINE**

Hasemann, et al. v. Gerber Products Co., No. 1:15-cv-02995
Manemeit v. Gerber Products Co., No. 2:17-cv-00093

GER CLAIM

United States District Court for the Eastern District of New York

claimable amount is \$60 total for Florida Settlement Class Members and \$80 total for New York Settlement Class Members with documentary Proof of Purchase.

- **Mixed Proof Claim Forms.** Settlement Class Members are entitled to apply for a Florida Base Payment or New York Base Payment which do not require Proof of Purchase as set forth above, as well as apply for an Enhanced Proof of Purchase Payment, in which case any units for which documentary Proof of Purchase is provided will be counted first and valued by the Settlement Administrator, and then, if the amount of units with documentary Proof of Purchase is below the Base Payment limit, additional units may be claimed without documentary Proof of Purchase, up to the Base Payment limit (including the units for which documentary Proof of Purchase was submitted).

How to Submit Your Claim Form

To apply to receive a payment under this Settlement, Settlement Class Members must submit this Claim Form and any required documentation online at **WEBSITE** or by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Settlement Administrator at the following address: GSG Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA, 19103. If you do not submit a Claim Form, you will not receive a payment under the Settlement. Only one Claim Form may be submitted per household.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

<input type="text"/>		<input type="text"/>	
First Name		Last Name	
<input type="text"/>			
Street Address			
<input type="text"/>	<input type="text"/>	<input type="text"/>	
City	State	Zip Code	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Email Address	Telephone Number	Notice ID, if known	

II. APPLY FOR A FLORIDA BASE PAYMENT OR NEW YORK BASE PAYMENT

Instructions on how to apply for a Florida Base Payment or New York Base Payment

1. Check the appropriate box below to claim a Florida Base Payment or a New York Base Payment.

QUESTIONS? VISIT THE SETTLEMENT WEBSITE, **WWW. .COM**, OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

CLAIM FORM

Your claim must be submitted online at **WEBSITE** or postmarked by **DEADLINE**

Hasemann, et al. v. Gerber Products Co., No. 1:15-cv-02995
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GER CLAIM

United States District Court for the Eastern District of New York

2. If your current address (as provided in Section I above) is not within Florida or New York, then you **must** provide proof demonstrating that you resided in Florida or New York during the Class Period (October 10, 2011 to April 23, 2016).
 - Documentary proof demonstrating **residence** in Florida or New York may include, for example, a copy of a driver’s license, residential lease, mortgage, utility bill, credit card statement, deed, paystub, insurance bill, or court documents that show your previous address and that you resided in Florida or New York during the Class Period.
3. If you are claiming a Florida Base Payment or New York Base Payment, you **must** provide all the information requested below in the **Base Payment Chart**.

Indicate The Base Payment(s) That You Are Claiming & Proceed To The Base Payment Chart

- I am claiming the Florida Base Payment.
- I am claiming the New York Base Payment.

Base Payment Chart – You **must** provide the information requested in the chart below for each of the GSG units purchased during the Class Period. If you do not complete the chart below, you will not be eligible to receive a Florida Base Payment or New York Base Payment.

Full Name of Infant for whom Gerber Good Start Gentle was Purchased	Birthdate of the Infant (MM/DD/YYYY)	Current Age of the Infant	Your Relationship to the Infant	Number of GSG Units Purchased	State in which GSG Units were Purchased

III. ENHANCED PROOF OF PURCHASE PAYMENT – REQUIRES THAT YOU SUBMIT DOCUMENTARY PROOF OF PURCHASE WITH THIS CLAIM FORM

Instructions to apply for an Enhanced Proof of Purchase Payment (you can proceed to Section IV if you are not claiming this type of payment)

1. Check the box below if you are claiming an Enhanced Proof of Purchase Payment, which requires that you submit with this Claim Form documentary Proof of Purchase for each GSG unit that you purchased during the Class Period (October 10, 2011 to April 23, 2016), up to a maximum of 20 units. The Proof of Purchase must show the purchaser identity, date of purchase, itemized number of units purchased, GSG product purchased, amount paid, and indicate that the product was purchased in Florida or New York.

QUESTIONS? VISIT THE SETTLEMENT WEBSITE, **WWW. .COM**, OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

CLAIM FORM

Your claim must be submitted online at **WEBSITE** or postmarked by **DEADLINE**

Hasemann, et al. v. Gerber Products Co., No. 1:15-cv-02995
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I am claiming an Enhanced Proof of Purchase Payment.

Enhanced Proof of Purchase Chart – You must provide the information requested in the chart below for each of the GSG units purchased during the Class Period. If you do not provide the information below, you will not be eligible to receive an Enhanced Proof of Purchase Payment. You **must** provide Proof of Purchase documentation to support your claim.

Full Name of Infant for whom Gerber Good Start Gentle was Purchased	Birthdate of the Infant (MM/DD/YYYY)	Current age of the Infant	Your Relationship to the Infant	Number of GSG Units Purchased	State in which GSG Units were Purchased

IV. PAYMENT SELECTION

Please select from **one** of the following payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I above.

V. AFFIRMATION UNDER PENALTY OF PERJURY & SIGNATURE

By signing and submitting this Claim Form, I swear and affirm under penalty of perjury pursuant to the laws of the United States of America to the following:

- I am a Settlement Class Member who purchased, other than for resale, Gerber Good Start Gentle infant formula in the State of New York or the State of Florida between October 10, 2011 and April 23, 2016;

QUESTIONS? VISIT THE SETTLEMENT WEBSITE, **WWW. _____ .COM**, OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

CLAIM FORM

Your claim must be submitted online at **WEBSITE** or postmarked by **DEADLINE**

Hasemann, et al. v. Gerber Products Co., No. 1:15-cv-02995
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GER CLAIM

United States District Court for the Eastern District of New York

2. All information provided in this Claim Form is true and correct to the best of my knowledge, and any supporting documentation provided in support of this Claim Form is authentic and was not altered or changed in any way;
3. I understand that my Claim Form is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid. I understand that my claim will not be eligible for payment if I do not provide the supplemental information requested by the Settlement Administrator within the timeframe requested.
4. I understand that only one (1) Claim Form may be submitted per household and, to the best of my knowledge, nobody else in my household has submitted a Claim Form.

Signature

Printed Name

Date

Exhibit E

**IN UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

JENNIFER HASEMANN and DEBBIE HOTH,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

GERBER PRODUCTS CO.,

Defendant.

Civil Action No. 1:15-cv-02995-EK-RER

WENDY MANEMEIT, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GERBER PRODUCTS CO.,

Defendant.

Civil Action No. 2:17-cv-00093-EK-RER

[PROPOSED] FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

WHEREAS, Jennifer Hasemann and Wendy Manemeit (together, “Plaintiffs” or “Settlement Class Representatives”), on behalf of themselves and the Settlement Class as defined below, and Defendant Gerber Products Company. (“Defendant”) entered into a Settlement Agreement on March 5, 2025, which sets forth the terms and conditions for a proposed settlement of this Litigation and for its dismissal with prejudice upon the terms and conditions set forth therein;

WHEREAS, by Order dated [Date], 2025, the Court granted preliminary approval of the Settlement between the parties to the Litigation, ordering notice to Settlement Class Members through email and media notice, and providing Settlement Class Members with an opportunity either to exclude themselves from the Settlement Class or to object to the Settlement (ECF No. [X]);

WHEREAS, Defendant provided notice to the appropriate State officials and to the appropriate Federal official, in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715(b), within ten days after the filing of the Motion for Preliminary Approval of the Settlement;

WHEREAS, the Court held a Final Approval Hearing on [Date], 2025, to consider the approval of this Settlement, at which time the Parties, and those who timely submitted their notices of intent to appear at the hearing, were given the opportunity to be heard in support of and/or in opposition to the Settlement;

WHEREAS, the Court has considered the Settlement Agreement, the record in this Litigation, and the Parties’ arguments and authorities;

GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS FOLLOWS:

1. All terms and definitions used herein have the same meanings as set forth in the Settlement Agreement unless stated otherwise herein.
2. The Court has jurisdiction over this Litigation, the Parties, and Settlement Class Members.
3. The Court has reviewed the Notice Plan, and [Settlement Administrator’s declaration describing the results of the notice campaign], and finds that the Notice Plan

constituted the best notice practicable under the circumstances to Settlement Class Members and fully complied with the requirements of Federal Rule of Civil Procedure 23 and due process.

4. This Order applies to the following Settlement Class:

All persons who purchased, other than for resale, GSG in the State of New York or State of Florida between October 10, 2011 and April 23, 2016, as previously certified by the Court on March 31, 2019.

Excluded from the Settlement Class definition are: (i) the judge or magistrate assigned to this case; (ii) Defendant; (iii) any entity in which Defendant has a controlling interest; (iv) Defendant's officers, directors, legal representatives, successors, and assigns; (v) persons who purchased Good Start infant formula for the purpose of resale; (vi) and any government or government entity participating in the WIC program. The term "purchased" does not include formula received by a person via the WIC program.

5. Pursuant to Federal Rule of Civil Procedure 23(e), the Court hereby grants final approval of the Settlement and finds that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class Members based on the Rule 23(e)(2) factors and the factors enumerated in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), which "largely overlap." *See Moses v. N.Y. Times Co.*, 79 F.4th 235, 243 (2d Cir. 2023).

a. The proposed settlement satisfies the requirements of procedural fairness as set out by Rules 23(e)(2)(A)–(B): that "the class representatives and class counsel have adequately represented the class" and that "the proposal was negotiated at arm's length." Fed. R. Civ. P. 23(e)(2)(A)–(B). The Court previously ruled that the Settlement Class Representatives could adequately represent the class, ECF No. 137, and now finds that the Settlement Class Representatives have continued to adequately represent the class throughout the litigation and settlement negotiations. The Settlement Agreement was a result of extensive arm's length negotiations, including before an experienced and impartial mediator the Hon. Diane Welsh (Ret.). *See, e.g., Schutter v. Tarena Int'l, Inc.*, No. 21-CV-3502 (PKC), 2024 WL 4118465, at *7 (E.D.N.Y. Sept. 9, 2024) (approving settlement because the court had already found the class

representatives and class counsel to be adequate and because some of the “extensive, detailed, and hard-fought discussions” took place before a mediator). There is no fraud or collusion underlying this Settlement. Additionally, the parties did not discuss attorneys’ fees and expenses or service awards for Settlement Class Representatives while negotiating the material terms of the Settlement. Despite the mediator’s involvement, the Court has performed its own, independent analysis of the Settlement’s fairness, reasonableness, and adequacy pursuant to Federal Rule of Civil Procedure 23(e)(2). *See Moses*, 79 F.4th at 243.

b. Courts must also consider the substantive fairness of a proposed settlement by evaluating the “two core factors” under Rules 23(e)(2)(C)–(D): “the adequacy of relief provided to the class and the equitable treatment of class members.” *Moses*, 79 F.4th at 244.

c. Here, the relief provided for the class—up to \$60 for Florida Settlement Class Members, and up to \$80 for New York Settlement Class Members—is adequate when taking into account the complexity, expense, and likely duration of the litigation. *See Fed. R. Civ. P. 23(e)(C)(i)*. The Settlement provides meaningful benefits to Settlement Class Members on a shorter time frame than otherwise possible, particularly given the risks that the class would lose at trial (or on appeal of a trial verdict). *See Cinelli v. MCS Claim Servs., Inc.*, 236 F.R.D. 118, 121 (E.D.N.Y.) (approving settlement because “[t]he factual and legal issues in the case [were] moderately complex, and given the complexity of any class action lawsuit, it is reasonable to assume that continued litigation would have required extensive time and expense.”).

d. Courts must also evaluate the “the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims” before approving settlement. Fed. R. Civ. P. 23(e)(2)(C)(ii). The claims allocation formula “need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel.” *Schutter*, 2024 WL 4118465, at *8 (E.D.N.Y. Sept. 9, 2024). The proposed method for distributing relief is fair and reasonable. Settlement Class Members are eligible to receive cash payments without submitting documentary proof of purchase, and may obtain additional payments if they do submit proof. The Settlement contains a detailed and fair method for processing claims.

There is an opportunity to cure deficiencies in claims (except for claims deemed fraudulent by the Settlement Administrator). This factor weighs in favor of approval.

e. The Court finds that the proposed Settlement “treats class members equitably relative to each other.” *See* Fed. R. Civ. P. 23(e)(2)(D). In evaluating this factor, courts weigh “whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief.” *Moses*, 79 F.4th at 245 (quoting 2018 Advisory Note). Settlement Class Members are treated identically for purposes of the release; total available settlement payments vary only based on geography and whether proof of purchase is submitted, which is rational and fair. *See* ECF 181-8 at Figs. 8–11.

f. The terms of the proposed award of attorneys’ fees weighs in favor of approval. *See* Fed. R. Civ. P. 23(e)(2)(c)(iii). Significantly, under the Settlement, the amount of fees and expenses awarded will not in any way reduce the settlement payments available to Settlement Class Members. The Court has considered Class Counsel’s request for fees and expenses in tandem with the terms of the proposed Settlement, as required by Federal Rule of Civil Procedure 23(e)(2)(c)(iii), and finds that the Settlement is fair to Settlement Class Members.

g. At the time of settlement, all discovery (written and document discovery, expert discovery, and depositions) had been completed, motions *in limine* had been filed, and the parties were on the eve of trial. Based on this advanced stage of the proceedings and the completion of extensive discovery, the parties had developed a sufficient factual record to evaluate their chances of success at trial and the proposed Settlement. *See, e.g., Cinelli*, 236 F.R.D. at 121 (“The Court’s interest in analyzing this factor is to determine whether the parties had ample information to make informed decisions as to the terms of the Stipulation of Settlement.”) (internal citations omitted). The record in the case shows that Defendant intended to vigorously contest both liability and damages. Absent the Settlement, the Settlement Class faced a significant risk of being unable to establish both liability and damages at trial. The Settlement eliminates these risks and provides immediate and significant benefits to Settlement Class Members.

h. The reactions of the Settlement Class Members also supports final approval. *Grinnell*, 495 F.2d at 463.

i. The Court finds that the Settlement is in the public interest. The Settlement provides substantial relief to Settlement Class Members, and avoids the risks and costs of litigation, as described above. *Bourlas v. Davis Law Assocs.*, 237 F.R.D. 345, 355 (E.D.N.Y. 2006) (“There is a strong public interest in quieting any litigation; this is particularly true in class actions.”) (internal quotations and citations omitted).

6. All objections to the Settlement are overruled.

7. A list of those who have timely opted out of the Settlement and who therefore are not bound by the Settlement Agreement has been submitted to the Court as Exhibit [X]. That list is incorporated by reference herein. All other members of the Settlement Class are subject to all provisions of the Settlement Agreement and this Court’s orders entering the Settlement Agreement.

8. The Release set forth in Paragraph 3 of the Settlement Agreement is incorporated herein by reference and all Settlement Class Representatives and Settlement Class Members shall be fully subject to all of these provisions.

9. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Representatives and Settlement Class Members; and (ii) Settlement Class Representatives and Settlement Class Members stipulate to be and shall be permanently barred from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims. Accordingly, the Settlement shall terminate the Litigation.

10. The Court finds that an award of attorneys’ fees and expenses is appropriate pursuant to Federal Rule of Civil Procedure 23(h) and therefore approves such award to Class Counsel in an amount, manner, and timing as set forth in the Court’s separate Order on Class Counsel’s motion for attorneys’ fees and expenses award and service awards. No further application for an award of attorneys’ fees or costs may be made by any counsel.

11. Class Counsel shall distribute the attorneys' fees and expenses award among counsel representing the Settlement Class Representatives and Settlement Class. The amount of the distribution shall be calculated by Class Counsel, subject to the Court's oversight. No other counsel will be entitled to an independent award of attorneys' fees or expenses.

12. The Court finds that payment of service awards to the Settlement Class Representatives is fair and reasonable and therefore approves such payment as set forth in the Court's separate Order on Class Counsel's motion for attorneys' fees and expenses award and service awards.

13. The Litigation, and all claims asserted therein, is settled and is dismissed on the merits with prejudice, as set forth in the Final Judgment.

14. Consummation of the Settlement shall proceed as described in the Settlement Agreement, and the Court reserves jurisdiction over the subject matter of the Litigation, the Parties, and the Settlement Class Members with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of any of the terms thereof at the instance of any party and resolution of any disputes that may arise relating to the implementation of the Settlement or this Order.

15. To the extent there are any Disputes between the Parties and/or Settlement Class Members, they will submit those disputes to Judge Diane Welsh (Ret.) of JAMS Philadelphia, before reopening this Litigation, as further described in Paragraph 15(p) of the Settlement Agreement.

16. The Settlement and this Order do not constitute an admission of wrongdoing, fault, liability, or damage of any kind, including with respect to the Settlement Class Representatives or any of the Settlement Class Members. Defendant denies the material factual allegations and legal claims asserted in the Litigation, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged in the Litigation. The Settlement and this Order provide for no admission of wrongdoing or liability by any of the Released Parties. To the extent permitted by law, neither this Order, nor any of its

terms or provisions, nor any of the negotiations or proceedings committed with it, shall be offered, received, deemed to be, used as, construed as, and do not constitute a presumption, concession, admission, or evidence of (i) the validity of any Released Claims or of any liability, culpability, negligence, or wrongdoing on the part of the Released Parties; (ii) any fact alleged, defense asserted, or any fault, misrepresentation, or omission by the Released Parties; (iii) the propriety of certifying a litigation class or any decision by any court regarding the certification of a class, and/or (iv) whether the consideration to be given in this Settlement Agreement represents the relief that could or would have been obtained through trial in the Litigation, in any trial, civil, criminal, administrative, or other proceeding of the Litigation or any other action or proceeding in any court, administrative agency, or other tribunal.

17. Notwithstanding the foregoing, nothing in this Order shall be interpreted to prohibit the use of this Order in a proceeding to consummate or enforce the Settlement or this Order, or to defend against the assertion of Released Claims in any other proceeding, or as otherwise required by law.

18. The Parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications, and expansions of the Settlement Agreement: (i) as are consistent with this Final Approval Order and the Final Judgment, and (ii) which do not materially limit the rights of Settlement Class Members under the Settlement Agreement.

A separate judgment consistent with this Order will issue pursuant to Fed. R. Civ. P. 58.

DATED: [Date], 2025

HON. ERIC R. KOMITEE
U.S. DISTRICT COURT JUDGE

**IN UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

JENNIFER HASEMANN and DEBBIE HOTH,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

GERBER PRODUCTS CO.,

Defendant.

Civil Action No. 1:15-cv-02995-EK-RER

WENDY MANEMEIT, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GERBER PRODUCTS CO.,

Defendant.

Civil Action No. 2:17-cv-00093-EK-RER

[PROPOSED] FINAL JUDGMENT

On [Date], 2025, the Court signed and entered its Order Granting Final Approval of Class Action Settlement and its Order on Class Counsel’s Motion for Attorneys’ Fees and Expenses and Service Awards (ECF Nos. [#]) (the “Final Approval Order” and the “Order on Motion for Attorneys’ Fees and Expenses and Service Awards”) in the above-captioned matter as to the following class of persons:

All persons who purchased, other than for resale, GSG in the State of New York or State of Florida between October 10, 2011 and April 23, 2016, as previously certified by the Court on March 31, 2019. Excluded from the Settlement Class are: (i) the judge or magistrate assigned to this case; (ii) Defendant; (iii) any entity in which Defendant has a controlling interest; (iv) Defendant’s officers, directors, legal representatives, successors, and assigns; (v) persons who purchased Good Start infant formula for the purpose of resale; (vi) and any government or government entity participating in the WIC program. The term “purchased” does not include formula received by a person via the WIC program.

JUDGMENT IS HEREBY ENTERED, pursuant to Federal Rule of Civil Procedure 58, as to the Settlement Class (excluding the individuals who validly and timely requested exclusion from the Settlement Class, as identified in the Final Approval Order and attached as Exhibit [X]); Plaintiffs Jennifer Hasemann and Wendy Manemeit; and Defendant Gerber Products Company on the terms and conditions of the Settlement Agreement approved by the Court’s Final Approval Order.

For purposes of this Order, the Court adopts the terms and definitions set forth in the Settlement Agreement unless otherwise defined in the Preliminary Approval Order or Final Approval Order.

Payments to Settlement Class Members under the Settlement Agreement shall be made as outlined in the Settlement Agreement.

Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (ii) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

The Litigation, including all actions consolidated into the Litigation and all claims asserted in the actions, are settled and dismissed on the merits with prejudice.

Without affecting the finality of this Final Judgment, the Court reserves jurisdiction over the Plaintiffs, the Settlement Class, Class Counsel, and Defendant as to all matters concerning administration, consummation, interpretation, and enforcement of the Settlement Agreement.

IT IS SO ORDERED.

DATED: [Date], 2025

HON. ERIC R. KOMITEE
U.S. DISTRICT COURT JUDGE

EXHIBIT F
(FILED UNDER SEAL)