

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 Court did not decide in favor of Plaintiffs or Defendant. 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 www.GSGSettlement.com or call toll-free 1-866-995-4133.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY: AUGUST 25, 2025	Submitting a valid and timely Claim Form is the only way to receive a payment from the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: AUGUST 1, 2025	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 BY: AUGUST 1, 2025	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 attorney to speak about your objection at the Final Approval Hearing at your own expense.

Questions? Visit www.GSGSettlement.com or call toll-free 1-866-995-4133

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.
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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 1-866-995-4133 or by visiting the Settlement Website at www.GSGSettlement.com.

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 www.GSGSettlement.com 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, www.GSGSettlement.com. The deadline to submit a Claim Form is **August 25, 2025**.

You can also mail your completed Claim Form and supporting documentation to the Settlement Administrator, which must be postmarked by August 25, 2025, at:

GSG Settlement Administrator
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, www.GSGSettlement.com. Please note that you will first receive a unique identifier 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: 1-866-995-4133

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

Email: info@GSGSettlement.com

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 10:00 a.m. on September 9, 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 info@GSGSettlement.com.

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 **August 25, 2025**. 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 www.GSGSettlement.com. 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 Administrator, Attn: Exclusions, P.O. Box 58220, Philadelphia, PA 19102**, or the request may be submitted online at www.GSGSettlement.com. Opt-out requests submitted by mail must be postmarked no later than August 1, 2025. Opt-out requests submitted online must be submitted on or before August 1, 2025.

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 August 1, 2025. 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
Clerk of the Court United States District Court Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201	GSG Settlement Administrator Attn: Objections P.O. Box 58220 Philadelphia, PA 19102

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
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 10:00 a.m., on September 9, 2025, in Courtroom 6GN located at 225 Cadman Plaza East, Brooklyn, NY 11201. 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 www.GSGSettlement.com.

26. How do I get more information?

For more information, please visit www.GSGSettlement.com or call toll-free 1-866-995-4133. You can also contact the Settlement Administrator by mail: GSG Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or by email: info@GSGSettlement.com.

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