UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)

DAVID STARR, BERNADETTE MAVRIKOS, EDMUND QUIAMBAO, JAMES TETTENHORST, JEREMY HANSEN, KRISTA KARO, ARLENE REED-COSSAIRT, PETER STAVROS, HEATHER FARKAS, on behalf of themselves and all others similarly situated, Plaintiffs, v. VSL PHARMACEUTICALS, INC.; LEADIANT BIOSCIENCES, INC., F/K/A SIGMA-TAU PHARMACEUTICALS, INC.; and ALFASIGMA USA, INC., Defendants.	No. 8:19-cv-02173-LKG

DECLARATION OF EDWARD F. HABER IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, EDWARD F. HABER, make the following declaration under penalty of perjury pursuant to 28 U.S.C. § 1746:

1. I am over the age of 18 and otherwise competent to make this declaration.

2. I am a partner of Shapiro Haber & Urmy, LLP, counsel for Plaintiffs in the above-captioned action. I have personal knowledge of the facts asserted in this declaration. I offer this declaration in connection with Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion").

3. Attached as Exhibit A is a true and accurate copy of the Class Action Settlement Agreement and Release (the "Settlement Agreement" or "Settlement") entered into by and between Plaintiffs and Defendants on or about March 31, 2026.

4. The Settlement followed the parties' engagement of JAMS mediator Robert Meyer to mediate a possible settlement of this longstanding action. Mr. Meyer is a nationally recognized JAMS mediator. On January 7, 2026, the parties conducted good-faith, arm's-length negotiations at a mediation in New York City with Mr. Meyer. A settlement was not reached at that mediation session. However, after the mediator's numerous communications with the Parties in the days following the mediation session, the parties reached an agreement in principle to settle this action, which they then memorialized in the Settlement Agreement.

5. The Settlement Agreement was reached after more than six years of adversarial and informative litigation. The prosecution and defense of the action included motion-to-dismiss briefing, discovery-related litigation, expert discovery relating to class certification, and extensive class certification briefing, including in the Fourth Circuit. This litigation also followed from and benefited from the discovery in and trial of the prior *ExeGi* litigation. All of these events clarified the legal and factual strengths and weaknesses of the parties' respective positions and set the stage for their successful settlement negotiations.

6. The parties completed fact discovery, which included Plaintiffs' review of thousands of documents produced to date by Defendants and depositions of Plaintiffs and Defendants. Plaintiffs also negotiated with multiple third-party retailers to obtain records relating to Class members' purchases of VSL#3. The parties also conducted discovery regarding the experts who offered opinions on class certification, including detailed expert reports and expert depositions. Plaintiffs also had the benefit of the extensive discovery produced by Defendants in

the related *ExeGi* litigation, which further informed Class Counsel of the benefits and risks of continued litigation here.

7. The lawyers who have represented the Plaintiffs and the Class throughout this litigation are Jeremy Schulman and Jeffrey Gavenman of Hughes Hubbard & Reed LLP[1] and Edward F. Haber, Michelle Blauner, Ian McLoughlin and Patrick Vallely of Shapiro Haber & Urmy LLP. The lawyers at Shapiro Haber & Urmy are highly experienced and nationally recognized class action practitioners, particularly in consumer class actions.[2] And attorneys Schulman and Gavenman are highly regarded, experienced litigators nationwide and in this District, who successfully represented the plaintiffs in the prior, related *ExeGi* litigation. Class Counsel have the knowledge and understanding to competently evaluate the risks and the benefits of the proposed Settlement. Based on this evaluation, Class Counsel strongly believes that the proposed settlement confers a significant benefit to Class Members.

8. Plaintiffs have obtained records from Defendants and third parties concerning purchases of VSL#3 for more than 200,000 Class Members, which the Settlement Administrator will use to provide personalized notice of the Settlement to such Class Members, as described more fully in Plaintiffs' Motion papers, the Settlement Agreement and accompanying documents. Because some Class Members may have purchased VSL#3 from more than one seller, this number may somewhat overstate the number of identified Class Members.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 31, 2026.

/s/ Edward F. Haber
Edward F. Haber

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[1] Attorneys Schulman and Gavenman, along with certain of their colleagues from the Schulman Bhattacharya, LLC law firm, recently joined the law firm Hughes Hubbard & Reed LLP.

[2] Attached as Exhibit B is a true and accurate copy of Shapiro Haber & Urmy's firm resume.

EXHIBIT A
TO THE HABER DECLARATION –
CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE ("**Agreement**") is entered into by and between Plaintiffs David Starr, Bernadette Mavrikos, Edmund Quimbao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas (the "**Settlement Class Representatives**"), on behalf of themselves and the Settlement Class (as defined below), on the one hand, and Defendants Alfasigma USA, Inc. ("**Alfasigma**"), Leadiant BioSciences, Inc. ("**Leadiant**"), and VSL Pharmaceuticals, Inc. ("**VSL**"), on the other (together, the "**Parties**").

RECITALS

A. WHEREAS, the Settlement Class Representatives are plaintiffs and Court-appointed class representatives in class action litigation in the United States District Court for the District of Maryland styled *Starr et al. v. VSL Pharmaceuticals, Inc., et al.*, Case No. 8:19-cv-02173;

B. WHEREAS, the operative Complaint filed in this action asserts class action claims for violations of the Racketeer Influenced and Corrupt Organizations Act, breach of express warranty; unjust enrichment; and violations of the consumer fraud acts of several states, on behalf of the certified nationwide class and the single-state classes, arising out of the sale of VSL#3 Class Products (as defined below);

C. WHEREAS, the Parties and their counsel conducted arms-length settlement negotiations, specifically a full-day, in-person mediation session on January 7, 2026, and follow-up communications mediated by Robert A. Meyer, Esq., after which the Parties reached an agreement in principle to settle on the terms and conditions embodied in this Agreement;

D. WHEREAS, the Settlement Class Representatives and Defendants separately have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Litigation (as defined herein); the Settlement Class Representatives and their counsel believe that the claims asserted in the Litigation have merit; and Defendants deny that they have engaged in any wrongdoing and deny all claims asserted in the Litigation;

E. WHEREAS, the Parties have also considered the uncertainties of further litigation and the benefits to be obtained by settlement and have considered the costs, risks, and delays associated with the continued prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either the Settlement Class Representatives or Defendants;

F. WHEREAS, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement in order to limit further expense, inconvenience, and uncertainty;

G. WHEREAS, the Parties now desire to resolve the Released Claims (defined below) of the Settlement Class Representatives and the Settlement Class against Defendants that are asserted or that could have been asserted in the Litigation related to the VSL#3 Class Products;

H. WHEREAS, the Parties wish to enter into a compromise and settlement to avoid the uncertainty and expense of litigation and to achieve a fair and reasonable resolution of the Litigation;

I. WHEREAS, the Parties intend for this Agreement to supersede all other agreements between the Parties that may exist;

J. WHEREAS, it is now the intention of the Parties and the objective of this Agreement to avoid the costs of further litigation and trial and to settle and dispose of, fully and completely and forever, the Released Claims (defined below) and causes of action in the Litigation.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Settlement Class Representatives, the Settlement Class, Alfasigma, Leadiant, and VSL, themselves and through their undersigned counsel, agree to settle the Litigation, subject to Court approval, under the following terms and conditions.

1. DEFINITIONS. Unless otherwise indicated or defined above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this Section use terms that are defined later in the Section.

1.1. As used herein, the term "**Agreement**" means this Class Action Settlement Agreement and Release, including all amendments and Exhibits hereto.

1.2. As used herein, the term "**Alfasigma**" means Alfasigma USA, Inc.

1.3. As used herein, the term **"Approved Claim Amount"** means the approved amount as calculated by the Settlement Administrator as set forth in Sections 3.2(e)(viii, ix) of this Settlement Agreement.

1.4. As used herein, the term **"Approved Claimant"** means a Settlement Class Member who has submitted a timely and valid Claim, which the Settlement Administrator has approved.

1.5. As used herein, **"Claim"** means a request for a Claim Payment submitted on a Claim Form to the Settlement Administrator in accordance with the terms of this Settlement Agreement.

1.6. As used herein, **"Claim Form"** means the document or online form to be submitted by a Claimant requesting a Claim Payment.

1.7. As used herein, **"Claim Payment"** means the cash payment paid to eligible Claimants as set forth in Section 3.2(e)(viii) of this Settlement Agreement, which will be calculated based upon the Approved Claim Amount, after the *Pro Rata* Adjustments set forth in Section 3.2(e)(ix) of this Settlement Agreement.

1.8. As used herein, **"Claimant"** means a Settlement Class Member who submits a Claim.

1.9. As used herein, the term "**Claims Submission Deadline**" means the date 105 days after the date of entry of the Preliminary Approval Order and is the deadline by which Settlement Class Members must submit a Claim Form to the Settlement Administrator for the claim to be considered valid, as set forth in Section 3.2 of this Agreement.

1.10. As used herein, the term "**Class Period**" means the period between June 1, 2016, and June 19, 2019, inclusive of those dates.

1.11. As used herein, the term "**Complaint(s)**" means any of the complaints filed in *Starr et al. v. VSL Pharmaceuticals, Inc., et al.*, 8:19-cv-02173 (D. Md. 2019) (ECF Nos. 1, 40, and 93).

1.12. As used herein, the term "**Court**" means the United States District Court for the District of Maryland.

1.13. As used herein, the term **"Cy Pres Recipients"** means the charitable organization or organizations that will receive any funds remaining after all other distributions are made under Section 3.2(c)(ix) of this Agreement. The Parties have agreed to propose the Crohn's and Colitis Foundation and Digestive Health Foundation—Northwestern Memorial Foundation as the Cy Pres Recipients, subject to Court approval.

1.14. As used herein, the term "**Defendants**" means Alfasigma, Leadiant, and VSL.

1.15. As used herein, the term "**Defendants' Counsel**" means the following lawyers at the following firms: Andrew Soukup and Marc Capuano of Covington & Burling LLP; Turner Broughton of Williams Mullen; and John H. Beisner of Skadden Arps Slate Meagher and Flom LLP.

1.16. As used herein, the term "**Effective Date**" means the date on which all of the following events have occurred: (a) the Court has entered both the Final Approval Order and the Judgment, <u>and</u> (b) either: (i) the time to appeal from the Judgment and all orders entered in connection with that Judgment has expired and no appeal has been taken; or (ii) if a timely appeal of the Judgment and all orders entered in connection with that Judgment is taken, the date on which the Judgment and all orders entered in connection with that Judgment are no longer subject to further direct appellate review if the Judgment and all orders entered in connection with that Judgment have not been reversed in any way.

1.17. As used herein, the term **"Email Notice"** means the legal notice of the terms of the proposed Settlement, as approved by the Court, to be distributed according to the Notice Program by electronic mail, and substantially in the form of Exhibit 6, or as otherwise modified by the Court.

1.18. As used herein, the term "**Escrow Account**" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendants into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.19. As used herein, the term "**Exclusion/Objection Deadline**" means the date 105 days after the entry of the Preliminary Approval Order and is the deadline by which Settlement Class Members must exclude themselves from the Settlement Class or object to the Settlement, as set forth in Sections 4.4 and 4.6 hereof.

1.20. As used herein, the term "**Final Approval Hearing**" means the hearing(s) to be held by the Court, at least 165 days after the Preliminary Approval Order is entered, to consider and determine whether the proposed Settlement of the Litigation on the terms of this Agreement should be finally approved as fair, reasonable, and adequate, and whether both the Final Approval Order and Judgment should be entered.

1.21. As used herein, the term "**Final Approval Order**" means the order finally approving the Settlement and this Agreement and directing its consummation pursuant to its terms and conditions, approving the Releases, and dismissing the claims asserted in the Litigation with prejudice. The Final Approval Order shall be substantially in the form attached as Exhibit 2 hereto, subject to such modifications as the Court may direct.

1.22. As used herein, the term "**Household**" means all individuals who have their principal place of residence at a single address.

1.23. As used herein, the term "**Judgment**" means the Judgment to be entered by the Court. The Judgment shall be substantially in the form attached as Exhibit 3 hereto, subject to such modifications as the Court may direct.

1.24. As used herein, the term "**Leadiant**" means Leadiant BioSciences, Inc.

1.25. As used herein, the term **"Legal Claims**" means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, nominal, punitive, exemplary, statutory, or otherwise), attorneys' fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal, or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration, or otherwise, whether asserted in an individual action, a putative class action, a *parens patriae* action, or other representative action (including any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein), and whether triable before a judge or jury or otherwise. For the avoidance of doubt, **"Legal Claims**" include any cause of action asserted in the Litigation, including but not limited to, claims for violations of the Racketeer Influenced and Corrupt Organizations Act; breach of express warranty; unjust enrichment; and violations of the consumer fraud and protection acts of all 50 states and the District of Columbia.

1.26. As used herein, the term "**Litigation**" means *Starr et al. v. VSL Pharmaceuticals Inc., et al.*, Case No. 8:19-cv-02173 (D. Md. 2019) and any version of the Complaint(s) filed therein.

1.27. As used herein, the term **"Long-Form Notice"** means the legal notice of the terms of the proposed Settlement, as approved by the Court, to be distributed according to the Notice Program (including by posting on the Settlement Website and mailing or emailing to Settlement Class Members upon request), and substantially in the form of Exhibit 4, or as otherwise modified by the Court.

1.28. As used herein, the term **"Mailed Notice"** means the legal notice of the terms of the proposed Settlement, as approved by the Court, to be distributed according to the Notice Program by U.S. postal service, and substantially in the form of Exhibit 5, or as otherwise modified by the Court.

1.29. As used herein, the term **"Media Campaign"** means the parts of the Notice Plan designed to provide notice of the Settlement to Settlement Class Members through online advertising, including programmatic display advertising, social media advertising, and search engine advertising, as ordered by the Court.

1.30. As used herein, the term "**Net Settlement Fund**" means the Settlement Fund net after payment of Notice and Settlement Administration Costs, any Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards.

1.31. As used herein, the term **"Notice Date"** means the date by which the initial mailing of the Email and Mailed Notice, the publication of the Settlement Website, and the commencement of the Media Campaign, as set forth in Section 4.2 of this Agreement, are complete (not including any re-sending of any Email or Mailed Notices as set forth in Section 4.2(b)), which shall be no later than forty-five (45) days after the Preliminary Approval Order.

1.32. As used herein, the term **"Notice Plan"** shall mean the Court-approved plan for disseminating notice to the Class, and includes, collectively, the Long-Form Notice, the Mailed Notice, the Email Notice, and the Media Campaign discussed in Section 4.2 of this Settlement Agreement.

1.33. As used herein, the term "**Notice and Settlement Administration Costs**" means all fees, costs, and other expenses, without limitation, relating to the Settlement Administrator's implementation and administration of this Agreement.

1.34. As used herein, the term "**Objector**" means a Settlement Class Member who objects to the Settlement pursuant to the procedures laid out in Section 4.6.

1.35. As used herein, the term "**Order**" includes, as applicable, the Preliminary Approval Order, the Final Approval Order, any orders relating to any Settlement Class Counsel Attorneys' Fees and Costs Award, and the Judgment.

1.36. As used herein, the term "**Parties**" means the Settlement Class Representatives, individually and in their capacity as representatives of the Settlement Class, and Alfasigma, Leadiant, and VSL, collectively, and the term "**Party**" means any of the defined Parties, singularly.

1.37. As used herein, the term "**Preliminary Approval Order**" means the order preliminarily approving this Agreement as fair, reasonable, and adequate; provisionally certifying, for settlement purposes only, the Settlement Class; provisionally approving the Settlement Class Representatives as the class representatives; provisionally appointing Settlement Class Counsel as class counsel; staying further proceedings in the Litigation and staying any litigation of the Released Claims by any member of the Settlement Class, pending final settlement approval; authorizing the sending of Notice to the Settlement Class; and setting the date and time of the Final Approval Hearing. The Preliminary Approval Order shall be substantially in the form attached as Exhibit 1 hereto, subject to such modifications as the Court may direct.

1.38. As used herein, **"Proof of Purchase"** means a Retail Transaction Record or a receipt or similar document showing the Claimant purchased the VSL#3 Class Product during the Class Period and the number of Units purchased, or any document or method that the Claim Administrator believes, in its discretion, evidences that a Class Member purchased VSL#3 Class Products during the Class Period. The Retail Transaction Records shall count as Proof of Purchase without the Class Member gathering or submitting documentation evidencing the transactions identified through Retail Transaction Records.

1.39. As used herein, **"*Pro Rata* Adjustments"** means the *pro rata* adjustments to the Approved Settlement Amount, as set forth in Section 3.2(e)(ix) of this Settlement Agreement.

1.40. As used herein, the term "**Releases**" means the releases and covenants not to sue granted pursuant to Section 3.4.

1.41. As used herein, the term "**Released Claims**" means any and all Legal Claims (including but not limited to any and all Claims in the Litigation or otherwise asserted in any case ever) that any Settlement Class Representative or any Settlement Class Member ever had, now has, or may have in the future, whether asserted by such Settlement Class Representative or Settlement Class Member, or asserted on their behalf by a third party (including Legal Claims brought on behalf of the general public of the United States or of a particular state, district, or territory therein), arising out of or in any way relating to conduct occurring on or before the date of entry of the Preliminary Approval Order, relating to (a) the purchase or use of any of the VSL#3 Products, including but not limited to all of the products identified in any Complaint in this Litigation; (b) any of the marketing representations about the VSL#3 Class Products identified in any Complaint in this Litigation, including but not limited to statements or omissions about clinical studies performed on VSL#3, the ingredients in VSL#3, the efficacy of VSL#3, or where VSL#3 is manufactured; (c) any claims for any acts or omissions that were raised or could have been raised within the scope of the facts asserted in any Complaint in this Litigation; or (d) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), or (c) of this paragraph. For the avoidance of doubt, the Released Claims do not include Legal Claims for personal injury.

1.42. As used herein, the term "**Released Parties**" means Defendants Alfasigma, Leadiant, and VSL with their predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests) and assigns; their past, present, and future, direct and indirect, parents, subsidiaries, joint venture partners and affiliates; any entity involved in the supply chain of the manufacturing, distribution, and sale of the VSL#3 Class Products; and the past, present, and future principals, trustees, partners, officers, directors, employees, agents, attorneys, insurers, shareholders, advisors, predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

1.43. As used herein, the term "**Releasing Parties**" means the Settlement Class Representatives, the Settlement Class Members (other than those who have timely and validly excluded themselves from the Settlement Class), any person or entity claiming by, for, on behalf of, or through them, and any agents, representatives, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, advisors, and assigns of any of the foregoing.

1.44. As used herein, **"Retailer"** means third-party retail companies that sold the VSL#3 Class Products during the Class Period, from whom Class Counsel have obtained Retail Transaction Records.

1.45. As used herein, **"Retail Transaction Record"** refers to records Class Counsel have obtained from Defendants and Retailers, or from which they have obtained commitments to produce such records to the Settlement Administrator, which evidence purchases by Settlement Class Members of VSL#3 Class Products during the Class Period.

1.46. As used herein, **"Service Award"** means any monetary award approved by the Court that is payable to the Class Representatives from the Common Fund in addition to and separate from any Claim Payment to which a Class Representative is entitled.

1.47. As used herein, the term "**Settlement**" means the full and final resolution of the Litigation and related claims effectuated by this Agreement.

1.48. As used herein, the term "**Settlement Administrator**" means or refers to Angeion Group, LLC (or another settlement administrator mutually agreed to by the Parties and approved by the Court), which shall perform the services contemplated by this Agreement and such other reasonable services to effectuate this Agreement with the consent of both Class Counsel and Defendants' Counsel or as approved by the Court.

1.49. As used herein, the term "**Settlement Class**" means all persons who purchased a VSL#3 Class Product in the United States beginning June 1, 2016, and ending June 19, 2019. The following individuals are excluded from the Settlement Class: officers and directors of Defendants Alfasigma, Leadiant, and VSL, and their parents, subsidiaries, affiliates, and any entity in which they have a controlling interest. Also excluded from the Class are any persons or entities that purchased VSL#3 Class Products exclusively for the purpose of reselling the VSL#3 Class Product to a consumer. Finally, also excluded from the Class are all judges assigned to hear any aspect of the Litigation, as well as their staff and immediate family; and Settlement Class Counsel, their staff members, and their immediate family.

1.50. As used herein, the term "**Settlement Class Counsel**" means the following lawyers at the following firms: Jeremy W. Schulman and Jeffrey S. Gavenman of Hughes Hubbard & Reed LLP; and Edward F. Haber, Michelle H. Blauner, Ian J. McLoughlin, and Patrick J. Vallely of Shapiro Haber & Urmy LLP.

1.51. As used herein, the term "**Settlement Class Counsel Attorneys' Fees and Costs Award**" means an amount for Class Counsel's attorneys' fees not to exceed one-third of the Settlement Fund (i.e., $6,666,666.67), and Class Counsel's reasonably incurred costs and expenses, the specific amounts of which will be determined and awarded by the Court to Settlement Class Counsel.

1.52. As used herein, the term "**Settlement Class Member**" means any person who is a member of the Class.

1.53. As used herein, the term "**Settlement Class Representatives**" means, collectively, Plaintiffs David Starr, Bernadette Mavrikos, Edmund Quimbao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas.

1.54. As used herein, the term "**Settlement Fund**" or "Common Fund" mean the non-reversionary cash fund that shall be established by the Settlement Administrator and funded by Defendants on a several and not joint basis, each in accordance with such Defendant's agreed share, which in the aggregate of all several shares shall total the amount of $20,000,000, and shall be deposited according to the schedule set forth herein. The agreed shares to be funded by the Defendants are as follows: (i) Alfasigma: $10,000,000; (ii) VSL: $6,000,000; (iii) Leadiant: $4,000,000. From the Settlement Fund, the Settlement Administrator shall pay all approved Claim Payments submitted by Claimants, Notice and Settlement Administration Costs, any Class Counsel Attorneys' Fees and Costs Award, and any Service Awards.

1.55. As used herein, the term "**Settlement Website**" means the website that shall be created for Settlement administration purposes by the Settlement Administrator in the manner contemplated by Section 4.2(e).

1.56. As used herein, the term "**Total Settlement Consideration**" means the total amount payable by Defendants on a several and not joint basis to the Settlement Fund for payments to Payment Eligible Settlement Class Members under this Agreement, the Notice and Settlement Administration Costs, any Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards, together not to exceed $20,000,000.

1.57. As used herein, **"Units"** refers to one bottle or box of VSL#3. Each bottle or box in a multipack of VSL#3 counts as one Unit (for example, a three-pack containing three bottles of VSL#3 counts as three Units, one for each bottle).

1.58. As used herein, the term "**VSL**" means VSL Pharmaceuticals, Inc.

1.59. As used herein, the term "**VSL#3 Class Product**" means all multi-strain probiotic medical food products marketed and sold by Defendants in the United States during the Class Period under the "VSL#3" brand.

2. SETTLEMENT ADMINISTRATION.

2.1. Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described in the next Sections hereafter and as specified elsewhere in this Agreement.

2.2. Duties of Settlement Administrator. The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Agreement, shall include:

(a) Serving notice as required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, within 10 days after the filing of the motion for preliminary approval;

(b) gathering and processing transactional data provided by the Retailers, both to facilitate the Notice Plan and the allocation and distribution of the Settlement Fund in accordance with this Settlement;

(c) Providing Notice to Settlement Class Members as set forth in this Agreement and/or as otherwise directed by the Court;

(d) Establishing and maintaining the Settlement Website, which shall bear a URL as agreed to by the Parties, as a means for Settlement Class Members to obtain Notice and information about the Settlement;

(e) Establishing and maintaining a toll-free telephone helpline to which Settlement Class Members may refer for information about the Litigation and the Agreement;

(f) Establishing and maintaining a system for collecting the submission of electronic Claim Forms that may be submitted to the Settlement Administrator through the Settlement Website (the "Online Claim Form");

(g) Providing an address for (i) the submission of Claim Forms that may be mailed to the Settlement Administrator; and (ii) mailed requests for exclusion from Settlement Class Members;

(h) Responding to any inquiries from Settlement Class Members;

(i) Processing and determining the validity of any requests for exclusion by Settlement Class Members;

(j) Providing interim reports on request and within 135 days after the date of entry of the Preliminary Approval Order, a written report to Settlement Class Counsel and Defendants' Counsel, with information that can be submitted in connection with the motion for final approval, that summarizes the number of Claim Forms received from Settlement Class Members since the prior reporting period, the total number of Claim Forms received to date, the total number and value of Claim Forms for monetary payments received to date, the number of any Claim Forms deemed valid or invalid since the prior reporting period, the total number of Claim Forms deemed valid or invalid, the number of notices sent to class members identifying deficiencies with any claims, the number of such deficiency notices still outstanding, and any other pertinent information requested by Settlement Class Counsel or Defendants' Counsel, subject to auditing to be completed within 20 days thereafter, at which time the Settlement Administrator shall provide a report summarizing any corrected information;

(k) Providing interim reports on request, and, within 135 days after the date of entry of the Preliminary Approval Order, a final report to Settlement Class Counsel and Defendants' Counsel summarizing the number of requests for exclusion received from Settlement Class Members since the prior reporting period, the total number of exclusion requests received to date, the name and addresses of all Settlement Class Members who made a request for exclusion, and any other pertinent information requested by Settlement Class Counsel or Defendants' Counsel;

(l) No later than 35 days before the Final Approval Hearing, preparing an affidavit to submit to the Court affirming its compliance with the notice (including CAFA) and settlement administration provisions of this Agreement, and identifying any Settlement Class Members who timely and validly requested exclusion from the Settlement Class;

(m) Reviewing, determining the validity of, and responding to all Claim Forms submitted;

(n) Providing all information to the Parties that any Party deems necessary before they can perform any of their obligations under this Agreement, including, but not limited to, transferring any funds to the Settlement Administrator;

(o) Receiving and processing (including monitoring for fraud and validating or rejecting) Class Member Claims and distributing Claim Payments to Settlement Class Members;

(p) Paying any invoices, expenses, taxes, fees, and other costs as contemplated by this Agreement or required by law; and

(q) Performing any other settlement administration-related functions reasonably necessary to effectuate this Agreement, with the consent of both Settlement Class Counsel and Defendants' Counsel, or as approved or ordered by the Court.

2.3. Confidentiality. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Agreement or by court order.

2.4. Payment of Notice and Settlement Administration Costs.

(a) The Notice and Settlement Administration Costs, including all costs associated with providing notice to the appropriate state and federal government officials as may be required by the CAFA, shall be paid from the Settlement Fund. The Notice and Settlement Administration Costs shall not exceed $195,000, unless the Parties mutually agree otherwise.

(b) In the event this Agreement is not approved or is terminated, or the proposed Settlement fails to become final and effective for any reason, including without limitation if the Final Approval Order or Judgment are reversed, vacated, or modified following any appeal taken therefrom, the Settlement Administrator shall return to Defendants the Settlement Fund, less any Notice and Settlement Administration Costs actually incurred.

3. SETTLEMENT TERMS.

3.1. Certification of the Settlement Class.

(a) The Court previously certified national and state classes in this action (*see* Doc. Nos. 339, 340 in the Litigation). In this Settlement Agreement, the parties have agreed that this Settlement will be on behalf of and for the benefit of a "Settlement Class," defined in Section 1.49. Consistent with Section 5.3 of this Settlement, in the event this Settlement is not approved or for any reason the Effective Date never occurs, the parties shall revert to their positions immediately prior to January 7, 2026 (including with respect to this Court's orders certifying classes in this matter) and retaining whatever rights they may have pursuant to Rule 23 or on appeal to seek to modify or otherwise challenge the Court's prior class certification order.

(b) Only for the purposes of this Settlement, the Parties stipulate and agree that a Court may (i) certify the Settlement Class in accordance with the definition contained in Section 1.51, (ii) appoint Plaintiffs David Starr, Bernadette Mavrikos, Edmund Quimbao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas as Settlement Class Representatives to represent the Settlement Class for Settlement purposes, and (iii) appoint Settlement Class Counsel as counsel for the Settlement Class. Certification of the Settlement Class shall be effective and binding only with respect to the Settlement and this Agreement.

(c) It is expressly recognized and agreed that this stipulation as to the certification of a Settlement Class and the appointment of Settlement Class Representatives and Settlement Class Counsel shall be of no force and effect and has no evidentiary significance outside of enforcing the terms of this Agreement. By entering into this Agreement, Defendants do not waive any rights to challenge or contest the maintenance of any lawsuit against them as a class action and to challenge or contest certification of any class other than the Settlement Class in connection with the Settlement memorialized in this Agreement.

3.2. Settlement Class Consideration.

(a) In consideration for the complete and final settlement of the Litigation, the Releases, and other promises and covenants set forth in this Agreement, and subject to the other terms and conditions thereof, Defendants agree to pay the Total Settlement Consideration to the Settlement Fund as set forth in this Section 3.2. For the avoidance of doubt, Defendants shall have no other financial obligations in connection with this Settlement other than the payment by each Defendant of its share of the Total Settlement Consideration, as specified in Section 1.54, to the Settlement Fund.

(b) Within 14 days after entry of the Preliminary Approval Order, each Defendant shall pay its share of the Total Settlement Consideration, as specified in Section 1.54, into the Escrow Account. If, for any reason, a Defendant does not pay its share of the Settlement Fund (a "Non-Paying Defendant"), the Settlement Class Representatives shall have the option of either (i) terminating the Agreement with all Defendants; or (ii) moving forward with the Settlement as to the Defendants which have paid their respective shares of the Settlement Fund (the "Paying Defendants"). The Settlement shall proceed as to the Paying Defendants unless all the Settlement Class Representatives elect to terminate the Agreement with all Defendants by providing written notice of such election to Defendants' Counsel within five calendar days after the Settlement Class Representatives receive written notice that a Defendant is a Non-Paying Defendant. The Parties shall cooperate in good faith to revise the Notice Plan as necessary to reflect that the Settlement is proceeding only as to the Paying Defendants, and to alert the Court to that development and to submit any conforming revisions to the Notice Plan for Court approval. If the Settlement Class Representatives opt to move forward with the Settlement as to the Paying Defendants, then (i) the terms of this Settlement shall still be enforceable as between the Settlement Class and the Released Parties associated with the Paying Defendants, and (ii) the Settlement Class Representatives shall have the option of either (a) terminating this Agreement as to the Non-Paying Defendant, in which case the Settlement Class and the Non-Paying Defendant will be returned to their respective positions in the litigation immediately prior to January 7, 2026, without prejudice, or (b) pursuing claims against the Non-Paying Defendant to enforce the Settlement, including the Non-Paying Defendant's payment obligations under this Settlement. If the Settlement Class Representatives timely elect to terminate the Agreement with all Defendants at a time when one or more Paying Defendants have already paid any portion of their respective shares of the Settlement Fund, then an immediate full refund of all such amounts (and any interest accrued thereon) shall be made to the Paying Defendants from the escrow account within five calendar days of such termination election.

(c) The Settlement Administrator shall be granted permission to access said funds only as set forth in this Agreement or as otherwise agreed to by the Parties or as ordered by the Court. Each Defendant's contribution to the Settlement Fund as set forth in Section 1.54 represents the total extent of that Defendant's monetary obligations under this Agreement. The payment of the Settlement Amount in the aggregate by Defendants severally according to each of their agreed shares as specified in Section 1.54, fully discharges Defendants and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment to any Settlement Class Member, or any other person, corporation, or otherwise, under this Agreement. The Settlement Fund shall be a Qualified Settlement Fund for which Defendants will be "transferor[s]" within the meaning of Treasury Regulation § 1.468B-1(d)(1) with respect to the amounts transferred, and for which the Settlement Administrator will be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect to the Settlement Fund, paying from the Settlement Fund any taxes owed by or with respect to the Settlement Fund, and applying with any applicable information reporting or tax withholding requirements imposed by Treasury Regulation § 1.468B-2(1)(2) or any other applicable law on or with respect to the Settlement Fund and in accordance with this Agreement.

(d) The Notice and Settlement Administration Costs, any Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards, shall be paid exclusively from the Settlement Fund. The Settlement Administrator shall not disburse, release, transfer, or otherwise make any payments from the Settlement Fund unless and until the Court has entered the

Final Approval Order and Judgment; provided, however, that the Settlement Administrator may, prior to entry of the Final Approval Order, pay solely those Notice and Settlement Administration Costs expressly approved by the Court in the Preliminary Approval Order or other Court order. Any proposed disbursement, release, transfer, or other use of the Settlement Fund that is not expressly authorized in a specific amount by a Court order shall require the prior written agreement of all Parties. Following payment of the Court-approved Notice and Settlement Administration Costs, the Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards, the Net Settlement Fund shall be allocated among Settlement Class Members as set forth in this Section 3.2(e) below.

(e) Allocation of Net Settlement Fund to Settlement Class Members.

(i) Defendants shall have no responsibility for the distribution or allocations of the Settlement Fund, and have no right to determine how the Settlement Fund is distributed or allocated, beyond their agreement to the terms of this Settlement.

(ii) Eligibility for Claim Payment. To be eligible for a Claim Payment, a Settlement Class Member must submit a Claim Form, completed online or in hard copy, mailed, emailed or submitted online to the Class Administrator. A maximum of one (1) Claim Form without Proof of Purchase may be submitted for each Household. To be considered for payment, a Claim Form must be completed and signed (either by manual signature or electronic signature or affirmation) as detailed herein and submitted online at the Settlement Website or postmarked no later than the Claims Submission Deadline. Claim Forms will not be considered for payment if they are submitted online or postmarked after the Claims Submission Deadline. A Claim Form will be deemed to have been submitted when posted if received with a postmark date indicated on the envelope, mailed first-class postage prepaid, and addressed in accordance with the instructions.

(iii) Responsibilities of the Settlement Administrator with Respect to the Allocation and Distribution.

a. The Settlement Administrator will mail the Claim Form to any Settlement Class Member upon request, make the Claim Form available on the Settlement Website, and ensure the Claim Form (or the electronic equivalent thereof) can be completed and submitted directly through the Settlement Website so that no printing or mailing is required. For Claim Forms submitted online, the Settlement Class Member shall have the opportunity to upload Proof of Purchase image files (*e.g.*, jpg, tif, pdf).

b. The Settlement Administrator shall review all Claims to determine their validity. Claims that the Settlement Administrator does not reject shall constitute Approved Claims. The Settlement Administrator, in conjunction with the Parties, shall use reasonable, adequate, and customary procedures and standards to identify and prevent the distribution of a Claim Payment to anyone submitting fraudulent, untimely, or invalid Claim Forms, and otherwise prevent fraud, waste, and abuse in the claims process. The Settlement Administrator will approve Claim Forms and issue payment based upon the terms and conditions of the Agreement and may reject Claim Forms that are invalid or evidence waste, fraud, or abuse.

c. The Settlement Administrator shall have the discretion to analyze the Retail Transaction Records and/or any other evidence of Proof of Purchase, to reasonably determine how many Units are evidenced by a particular record and determine the Approved Claim Amount.

d. For all Settlement Class Members whose retail purchase data is available in the Retail Transaction Records, the Settlement Administrator will prepopulate the online Claim Form with the number of Units purchased for each date for which the Settlement Administrator has records.

e. Within 20 days after the Claim Submission Deadline, the Settlement Administrator shall notify by e-mail and/or regular mail (if no email address is provided on the Claim Form) all Settlement Class Members whose claims are denied of the reason(s) for the denial, using the e-mail address (if any) provided by the Settlement Class Member on the Claim Form. If the Settlement Administrator determines that a claim might otherwise be valid, but is missing information, the Settlement Administrator shall notify by e-mail and/or regular mail (if no email address is provided on the Claim Form) any Settlement Class Member whose claim is subject to denial for this reason, and Settlement Class Members shall have 30 days to cure such deficiencies with their claims.

(iv) The determination of the validity of all Claim Forms, subject to final audit, shall occur within 165 days of the date of entry of the Preliminary Approval Order. All Claim Forms that the Settlement Administrator deems invalid or untimely shall be identified and presented to the Parties, who shall meet-and-confer over the validity and timeliness of any Claim Form. If the Parties cannot agree whether a Claim Form is valid and timely, then the Settlement Administrator shall determine whether a Claim Form is valid and timely. Any challenge to the Settlement Administrator's determination that a Claim Form is invalid or untimely must be presented to the Court in time for such challenge to be resolved at the Final Approval Hearing; otherwise, the Claim Form shall be deemed invalid.

(v) The Parties' choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Parties as to any of its audit and other rights under the Agreement.

(vi) No person or entity shall have any claim against the Settlement Class Representatives, Defendants, Settlement Class Counsel, Defendants' Counsel, or the Settlement Administrator based on any determination regarding the validity of a Claim Form or the distributions or awards made in accordance with this Agreement and the Exhibits hereto.

(vii) Court approval of the claims process set forth in this Section 3.2 (with the exception of the deadline to submit a Claim Form) is a material term of this Agreement.

(viii) The Approved Claim Amount. Approved Claimants will receive a Claim Payment. Claim Payments shall be calculated based on the Approved Claim Amount, which will be calculated as follows, subject to *pro rata* increase or decrease as described in Section 3.2(e)(ix).

a. The per-Unit Approved Claim Amount is $20. The Settlement Administrator will determine the number of Units purchased during the Class Period to which a particular Claimant is entitled, for use in determining the aggregate amount of Claim Amounts to which a Claimant is entitled, pursuant to the three paragraphs below.

b. Claimants who provide no Proof of Purchase will have an Approved Claim Amount for one Unit (i.e., $20), if the Claimant submits an attestation made under oath that the Claimant purchased at least one VSL#3 Class Product in the United States during the Class Period, subject to *pro rata* adjustments described in Section 3.2(e)(ix), below.

c. Claimants who provide Proof of Purchase for between one (1) and three (3) units during the Class Period will have an Approved Claim Amount for three (3) units (i.e., $60). For clarity, this means that any Claimant who provides Proof of Purchase for any number of Units will receive a minimum Approved Claim Amount of $60, subject to *pro rata* adjustments described in Section 3.2(e)(ix), below.

d. Claimants may receive an additional Approved Claim Amount for each additional Unit purchased during the Class Period for which they provide Proof of Purchase in excess of three (3) units, up to a maximum of forty (40) units in total (i.e., the maximum aggregate Approved Claim Amount to any Claimant who submits Proof of Purchase for a total of forty (40) or more Units is $800, subject to *pro rata* adjustments described in Section 3.2(e)(ix), below).

(ix) *Pro Rata* Adjustments. If the total value of all Approved Claims exceeds the funds available for distribution to Approved Claimants from the Net Settlement Fund, then the amounts of the Claim Payments will be reduced *pro rata*, as necessary, to use all funds available for distribution to Approved Claimants. If the total value of all Approved Claims is less than the funds available for distribution to Approved Claims from the Net Settlement Fund, then the amounts of the Claim Payments will be increased *pro rata*, as necessary, to the greater of (i) an amount that will exhaust all funds available for distribution to Approved Claimants, rounded down to the nearest penny; or (ii) three times the Claims Payment prior to the *pro rata* adjustment. Any *pro rata* adjustment will be calculated before the distribution of funds to any Claimants with an Approved Claim (i.e., will be made in a single distribution).

(x) Method of Distribution of Claim Payments. Within 14 days after the Effective Date, the Settlement Administrator shall calculate the Net Settlement Fund and the Claim Payment payable for each Unit and inform Settlement Class Counsel and Defendants' Counsel in writing of those amounts. Absent any objection from Defendants or Settlement Class Counsel, the Settlement Administrator within 30 days of so notifying the Defendants and Settlement Class Counsel make Claim Payments to Approved Claimants from the Net Settlement Fund as follows.

(xi) Claimants will elect through the Claim Form whether to receive Claim Payments via (i) physical check mailed to the Claimant; or (ii) electronic payment (e.g., PayPal, Venmo). Any payments made by physical check will bear an appropriate legend to indicate that the check is from the Settlement and mailed to the address provided on the Claim Form submitted by the Claimant. All Claim Payments shall be made by the Settlement Administrator within 60 days after the Effective Date, unless otherwise ordered by the Court.

(xii) Claim Payments distributed to Approved Claims shall be valid for 180 days after issuance. The Settlement Administrator will make reasonable efforts to locate the proper mailing address for any intended recipient of a Claim Payment whose check is returned by the Postal Service as undeliverable and will re-mail it once to the updated address. If a physical check is not cashed within the 180-day period, the Approved Claimant shall not be entitled to any further payment under this Agreement.

(xiii) Uncleared Payments: Second Distribution and Cy Pres. Those Approved Claimants whose payments are not cleared within one hundred and eighty (180) calendar days after issuance will become ineligible to receive a Claim Payment, and the Settlement Administrator will have no further obligation to such Approved Claimant to make any Claim Payment from the Net Settlement Fund pursuant to this Settlement Agreement or otherwise. Any funds that remain unclaimed or remain unused after the initial distribution will be distributed to Approved Claimants who cashed the initial payment, on a *pro rata* basis, to the extent the cost of such redistribution is considered economical by the Class Administrator and Class Counsel. If such redistribution is not considered economical or if unpaid funds remain after a second distribution, any unpaid funds will be donated to the Cy Pres recipients, as approved by the Court.

(xiv) No deductions for taxes will be taken from any Claim Payment at the time of distribution. Approved Claimants are responsible for paying all taxes due on such Claim Payments. Under no circumstance shall Defendants be held liable for any tax payments with respect to the Claim Payments. All Claim Payments shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Settlement Class Counsel nor Defendants' Counsel purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

3.3. Attorneys' Fees, Costs, and Service Awards.

(a) Settlement Class Counsel may file a motion with the Court requesting an award of attorneys' fees not to exceed one-third of the Settlement Fund (i.e., $6,666,666.67), and an award of reasonable out-of-pocket expenses Class Counsel has incurred in prosecuting the Litigation. The motion must be filed no later than 75 days after entry of the Preliminary Approval Order. Any such motion will be posted on the Settlement Website within two business days after its filing.

(b) Settlement Class Counsel's entitlement, if any, to an award of attorneys' fees, costs, and/or expenses will be determined by the Court. The Settlement shall not be conditioned on Court approval of the Settlement Class Counsel Attorneys' Fees and Costs Award. In the event the Court declines any request or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties.

(c) Settlement Class Counsel may also move for the Court to award a Service Award to Settlement Class Representatives in an amount not to exceed $10,000 for each Settlement Class Representative for their service as representatives to the Settlement Class to be paid out of the Settlement Fund.

(d) Settlement Class Representatives' entitlement, if any, to an award of attorneys' fees, costs, and/or expenses will be determined by the Court. The Settlement shall not be conditioned on Court approval of the Settlement Class Counsel Attorneys' Fees and Costs Award. In the event the Court declines any request or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties.

(e) The Court awarded Settlement Class Counsel Attorneys' Fees and Costs and Service Award will be paid out of the Settlement Fund.

(f) Settlement Class Counsel shall have the sole and absolute discretion to allocate the attorneys' fees and costs among themselves. Defendants shall have no liability or other responsibility for allocation of any such fees and costs awarded, and, in the event that any dispute arises relating to the allocation of attorneys' fees, Settlement Class Counsel agree to hold Defendants harmless from any and all such liabilities, costs, and expenses of such dispute.

(g) Payment of any Settlement Class Counsel Attorney's Fees and Costs Award and Service Award shall be made from the Settlement Fund 14 days after the Effective Date (or, if the date falls on a weekend or holiday, the next business day).

3.4. Releases and Waivers of Rights.

(a) **Release by Releasing Parties**. Upon entry of the Final Approval Order and accompanying Judgment, and in addition to the preclusive effect of the dismissal with prejudice of the claims asserted in the Litigation pursuant to this Agreement, the Releasing Parties shall be deemed to have released, relinquished, and forever discharged each of the Released Parties from any and all Released Claims. The Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, against any of the Released Parties.

(b) **Additional Releases and Representations By Settlement Class Representatives**. The Settlement Class Representatives represent and warrant that, as of the date of the execution of this Agreement, they are unaware of any additional Claims that they have against Defendants related to the Released Claims. In addition to the Releases provided in Section 3.4(a), the Settlement Class Representatives also agree to release Defendants from any and all Claims related to the Released Claims that they could have asserted against Defendants, regardless of whether the Settlement Class Representatives know of any such Claim.

(c) **Additional Representations By Settlement Class Counsel**. Settlement Class Counsel represent that, as of the date of the execution of this Agreement, they do not represent any client, including any resellers of VSL#3 Class Products, besides Settlement Class Representatives and the members of the certified classes in the Litigation, asserting claims against Defendants arising out of the marketing and sale of the VSL#3 Class Products, other than the relator in *United States ex rel. Claudio De Simone et al. v. VSL Pharmaceuticals, Inc., et al.*, Case No. 23-cv-00700 (D. Md.) and Claudio De Simone and ExeGi Pharma, LLC in *ExeGi Pharma, LLC v. VSL Pharmaceuticals, Inc.*, Case No. 19-cv-02479 (D. Md.). Settlement Class Counsel further represent that they (i) have not encouraged and will not encourage any Settlement Class Member to opt out of this Settlement, provided that they may present Settlement Class Members with the fact that they have the option to seek to exclude themselves from the Settlement Class, and (ii) shall not offer to represent any Settlement Class Member that submits a request for exclusion in connection with any Released Claim, provided that they may represent any such Settlement Class Members who submit a request for exclusion and ask Settlement Class Counsel to represent them.

(d) **Releases Relating To Litigation Conduct**. The Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel agree to release each other from any and all Claims relating in any way to any Party or counsel's conduct in the Litigation, including but not limited to any claims of abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution, assertion, or resolution of the Litigation. The list of Claims released by this Section 3.4(d) includes, but is not limited to, Claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise set forth in this Agreement, including without limitation in Section 3.3.

(e) **Intention to Effectuate Settlement**. The Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel agree to cooperate and take all reasonable steps necessary to effectuate this Agreement and the Settlement.

(f) **Waiver of Rights**. The Settlement Class Representatives and each Settlement Class Member each fully understand that, except as otherwise set forth herein, the facts upon which this Agreement is executed may be found hereafter to be other than or different from the facts now believed by the Settlement Class Representatives, the Settlement Class Members, Settlement Class Counsel, Defendants, and Defendants' Counsel to be true and expressly accept and assume the risk of such possible differences in facts and agree that the Agreement shall remain effective notwithstanding any such difference in facts. The Notice shall expressly advise Settlement Class Members of this waiver.

As to the Released Claims only, upon entry of the Final Approval Order and accompanying Judgment, the Settlement Class Representatives and each Settlement Class Member expressly waive and relinquish the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

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

and any and all provisions, rights and benefits of any similar, comparable, or equivalent state, federal, or other law, rule, or regulation or the common law or equity. The Settlement Class Representatives and each Settlement Class Member may hereafter discover facts other than, different from, or in addition to those that he, she, or it knows or believes to be true and, except as otherwise set forth herein, the Settlement Class Representatives and each Settlement Class Member hereby expressly waive and fully, finally, and forever settle, release, and discharge all known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims as of the date of entry of the Final Approval Order, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. The Settlement Class Representatives acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order and the Judgment to have acknowledged, that the waivers in this Section 3.4(f) were separately bargained for and are a material element of this Agreement. The waivers in this Section 3.4(f) apply only to the Released Claims and not to any other claims.

(g) The scope of the Releases and Waivers in this Section 3.4 is a material term of this Settlement and Agreement.

4. CLASS SETTLEMENT AND NOTICE PROCEDURES.

4.1. Preliminary Approval. The Parties agree that, no later than March 31, 2026 (or at another date as permitted by the Court), the Settlement Class Representatives and Settlement Class Counsel shall submit this Settlement to the Court and file a motion asking the Court to conditionally certify the Settlement Class and enter the Preliminary Approval Order substantially in the form of Exhibit 1 hereto. For purposes of Settlement only, Defendants will not oppose the certification, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(3), and 23(e), of the Settlement Class or entry of the Preliminary Approval Order.

4.2. Settlement Class Notice. Subject to Court approval, the Parties agree that as soon as practicable and no later than the Notice Date, the Settlement Administrator will provide the Settlement Class with Notice of the proposed Settlement consistent with the Notice Plan. The Notice Plan will include the Long-Form Notice, the Email Notice, the Mailed Notice, the Media Campaign, and the Settlement Website.

(a) <u>Direct Notice</u>. Class Counsel has obtained from the Retailers and Defendants Retail Transaction Records reflecting Settlement Class Members' purchases of VSL#3 Class Products during the Class Period, or commitments to produce such Retail Transaction Records to the Settlement Administrator. The Settlement Administrator will analyze Retail Transaction Records to identify individuals who are Settlement Class Members as defined in this Settlement Agreement and as certified by the Court in its order of January 28, 2025. The Settlement Administrator shall send via email the Email Notice to all Settlement Class Members for whom the Settlement Administrator has a valid email address and shall send via U.S. mail the Mailed Notice to all Settlement Class Members for whom the Settlement Administrator has a valid U.S. mailing address but no valid email address. Direct Notice will be sent on the Notice Date.

(b) Before the Notice Date, the Settlement Administrator shall employ its regular data processing and data cleaning procedures on the Retail Transaction Records. After posting of the Mailed Notice by the Settlement Administrator with the United States Postal Service, for any such mailed notices returned as undeliverable, the Settlement Administrator shall utilize the National Change of Address registry in an attempt to obtain better addresses for such returned mail notice, and should that registry show a more current address the Settlement Administrator shall send a new Mailed Notice to the more current address. The Settlement Administrator will promptly resend any Mailed Notice that is returned as undeliverable, with a forwarding U.S. mail or email address, to such forwarding address.

(c) Long-Form Notice. The Long-Form Notice shall be available on the Settlement Website in both downloadable PDF format and HTML format, and shall be available to be sent to Settlement Class Members by email or U.S. mail upon any Class Member's request. The Long-Form Notice shall be substantially in the form of Exhibit 4.

(d) Media Campaign**.** The Settlement Administrator shall implement the Media Campaign, including programmatic display advertising, social media advertising, search engine marketing, and a press release substantially in the form of Exhibit 7, as ordered by the Court.

(e) Settlement Website. The Settlement Administrator shall create and maintain the Settlement Website. The Settlement Website shall be activated no later than the Notice Date and shall remain active until at least one hundred and eighty (180) days after all Claims are paid from the Settlement Fund pursuant to Sections 3.2(e)(xi, xiv). The URL of the Settlement Website will be: "www.vsl3lawsuit.com." The Settlement Administrator shall post to the Settlement Website, and keep on the Settlement Website as long as the Settlement Website, the following documents as they become available:

a. the Long-Form Notice;

b. a copy of the Settlement Agreement and its exhibits;

c. the Preliminary Approval Motion;

d. the Preliminary Approval Order;

e. the operative complaint;

f. the Motion for Final Approval and Motion for Fee Award and Service Award;

g. the Final Approval Order;

h. the number for a toll-free hotline maintained by the Settlement Administrator for this Settlement;

i. Settlement-related deadlines;

j. contact information for Class Counsel including an address and telephone number;

k. both a downloadable and online versions of the Claim Form;

l. any other information or documents to which the Parties agree or which the Court orders.

(f) While the Settlement Administrator shall have primary responsibility over the design and operation of the Settlement Website, the final design of the Settlement Website shall be subject to the final approval of Settlement Class Counsel and Defendants' Counsel. The Settlement Administrator shall further permit Settlement Class Counsel and Defendants' Counsel to test the operation of the Settlement Website and shall monitor and if necessary update and modify the Settlement Website to ensure that it performs reliably and consistent with the terms of this Agreement, when accessed from all major Internet browsers (desktop and mobile) operating on all major operating systems (including Windows, MacOS, Android, and iOS).

(g) Establishing and maintaining a toll-free telephone helpline, which shall be posted on the Settlement Website, to which Settlement Class Members may refer for information about the Litigation and the Settlement Agreement. Those who call the toll-free helpline or who write to the Settlement Administrator may request a printed copy of the Long Form Notice and Claim Form, which the Settlement Administrator shall provide by first-class mail. The toll-free helpline shall remain active until at least 180 days after all monetary payments as described in Section 4.8 are distributed to eligible Settlement Class Members.

(h) Providing notice as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

4.3. The Settlement Administrator shall provide a declaration under penalty of perjury to the Court in connection with a motion for entry of the Preliminary Approval Order that the Notice provides sufficient reach and frequency to alert Settlement Class Members to the pendency of the Litigation and their rights thereunder. The Court may require changes to the Notice process without invalidating this Settlement, provided that the material terms of the Settlement, including the scope of the Release and the total financial obligations imposed on Defendants, are not altered by such changes.

4.4. Requests for Exclusion. The Notice shall inform Settlement Class Members that they may exclude themselves from the Settlement Class by mailing to the Settlement Administrator a written request for exclusion that is postmarked no later than the Exclusion/Objection Deadline, *i.e.*, no later than 105 days after the entry of the Preliminary Approval Order. To be effective, the request for exclusion must include (a) the Settlement Class Member's full name, telephone number, and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) the name "*Starr et al. v. VSL Pharmaceuticals, Inc., et al.*, Case No. 8:19-cv-02173"; and (d) the Settlement Class Member's signature, or the like signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the Settlement. So-called "mass" or "class" opt-outs shall not be allowed. The Settlement Administrator shall provide copies of all timely and valid exclusion requests to Settlement Class Counsel and Defendants' Counsel. A list of the Settlement Class Members who have timely and validly excluded themselves from the Settlement Class pursuant to this Section 4.4 shall be attached to the Final Approval Order or otherwise recorded by the Court.

4.5. Defendants' Right to Terminate Based on Exclusions. If the number of persons validly requesting exclusion exceeds 300 then Defendants may, provided that each Defendant agrees after meeting and conferring in good faith with Settlement Class Counsel, elect to terminate and rescind this Agreement and void the Settlement. Defendants may exercise this right by notifying Settlement Class Counsel in writing within 20 days after receiving notice of the number of timely and valid exclusions from the Settlement Administrator. Defendants can exercise this right to terminate the Settlement pursuant to this section only if all three Defendants agree to do so. The Settlement shall remain in full force and effect for all Defendants unless all three Defendants give notice of their exercising their right to terminate and rescind this Agreement and void the Settlement pursuant to this Section. If the Settlement is terminated and rescinded, it shall be deemed void *ab initio*.

4.6. Objections. The Notice shall inform Settlement Class Members that, if they do not request exclusion from the Settlement Class, they have the right to object to the proposed Settlement only by complying with the objection provisions set forth in this Section 4.6. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members and shall have voluntarily waived their right to pursue any independent remedy for the Released Claims against the Released Parties. Any Settlement Class Member who wishes to object to the proposed Settlement must file or send to the Court a written objection that is postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than 105 days after the entry of the Preliminary Approval Order. To be effective, an objection must (a) include the case name and case number: "*Starr et al. v. VSL Pharmaceuticals, Inc., et al.*, Case No. 8:19-cv-02173"; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the proposed Settlement (the "**Objector**"); (c) include the Objector's signature, or the like signature or affirmation of an individual authorized to act on the Objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the Objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: a detailed description of all evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. To the extent any Settlement Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment.

4.7. No Further Discovery. The Parties have conducted extensive discovery in this and related matters, and as such, were fully informed of the issues in the Litigation in advance of the

January 7, 2026 mediation. The Settlement Class Representatives and Defendants represent and warrant that all of the information their counsel provided in discovery and in connection with the mediation and settlement negotiations is true and correct based on information reasonably available and to the best of their knowledge. Settlement Class Representatives and Settlement Class Counsel, and Defendants represent and warrant that they will not seek further discovery from each other. The Parties further agree that Defendants are not required to provide any additional discovery in connection with the process of obtaining preliminary or final approval of the Settlement, whether formal or informal, unless otherwise ordered by the Court. For the avoidance of doubt, this provision does not include any information that Defendants may provide to the Settlement Administrator to effectuate Notice.

4.8. Finality of Settlement. The Settlement shall become final and effective on the Effective Date.

5. FINAL JUDGMENT AND RELEASES.

5.1. Approval of this Agreement. Counsel for all Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement. The Parties intend to use their best efforts to obtain approval of the Settlement and entry of the orders contemplated herein, including, without limitation, seeking certification of a Settlement Class and the entry of preliminary and final approval orders. Settlement Class Counsel shall prepare and file motions seeking preliminary and final approval. Defendants may, but are not required to, submit a memorandum or evidence in support of preliminary or final approval. Defendants shall not be responsible for justifying to the Court the amount of any Settlement Class Counsel Attorneys' Fees and Costs Award, and Defendants shall have no obligation to provide or submit any materials or support of any kind to justify any such awards.

5.2. Final Approval Order and Judgment. The Settlement is contingent upon entry of a Final Approval Order approving the terms and conditions of this Agreement, and judgment thereon. No later than 30 days before the date of the Final Approval Hearing, the Settlement Class Representatives and Settlement Class Counsel shall file a motion seeking the Court's entry of the Final Approval Order. The Final Approval Order shall be substantially in the form attached hereto as Exhibit 2. Such motion shall include the total amount of Notice and Settlement Administration Costs the Settlement Administrator is seeking to be paid in connection with work performed or that will be performed pursuant to the Settlement Administrator's obligations under the Agreement. Defendants will not oppose the motion for final approval, unless to enforce their termination rights under Section 4.5 hereof, or to challenge the amount of any Settlement Class Counsel's Attorneys' Fees and Costs Award under Section 3.3(a). Any oppositions (if any) to the motion seeking the Court's entry of the Final Approval Order shall be filed 14 days before the Final Approval Hearing. Any replies in further support of the motion seeking the Court's entry of the Final Approval Order shall be filed 7 days before the date of the Final Approval Hearing.

5.3. Effect of Agreement if Settlement Is Not Approved. This Agreement is entered into only for the purpose of Settlement. If certification of the Settlement Class, preliminary or final approval of the Settlement, or any other Order necessary to effectuate this Settlement does not occur, then this Settlement shall be void, shall have no force or effect, and shall impose no obligations on the Parties. Under such circumstances, this Agreement may not be introduced into evidence under any circumstances, including but not limited to in connection with any motion for class certification. The intent of this Section 5.3 is that, if a necessary approval is denied, the Parties will revert to their positions immediately prior to January 7, 2026, and the Litigation will resume without prejudice to any Party (*i.e.*, to their positions *ab initio*).

5.4. Dismissal. Upon entry of the Final Approval Order and accompanying Judgment, except as to any Settlement Class Members who have validly and timely requested exclusion, all Claims in the Litigation shall be dismissed with prejudice pursuant to this Settlement. Dismissal with prejudice is a material term of this Settlement.

6. ADDITIONAL PROVISIONS.

6.1. No Admission of Liability or Wrongdoing. This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as, used for, or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity, including Defendants, and shall not be offered or received in evidence or requested in discovery in the Litigation or any other litigation or proceeding as evidence of an admission or concession. Defendants have denied and continue to deny each of the Claims and contentions alleged by the Settlement Class Representatives in the Litigation. Defendants have asserted and continue to assert defenses thereto, and Defendants have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the various Complaints in the Litigation.

6.2. Termination. If the Court for any reason does not enter any material part of the Preliminary Approval Order or the Final Approval Order or Judgment, or if any of those Orders (with the exception of any provision of these Orders relating to any Settlement Class Counsel Attorneys' Fees and Costs Award) is materially modified, reversed, or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court takes any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Section 3.4 or to impose greater financial or other material burdens on Defendants than those contemplated in this Agreement, then any Party shall have the option of withdrawing from this Agreement. If either (i) the Settlement Class Representatives or (ii) all Defendants withdraw from this Agreement, the Agreement shall be terminated. If at least one but not all Defendants withdraw from this Agreement, the Settlement Class Representatives shall have the option of either (i) terminating the Agreement as to all Defendants; or (ii) moving forward with the Settlement as to the Defendants which have not withdrawn from the Agreement.

6.3. Publicity. The Parties will cooperate with respect to any public statements, including, but not limited to, press releases, public announcements, interviews with members of the press and media, advertisements, statements in public forums of any kind, and any statements that could reasonably be considered for public consumption regarding this Settlement; provided, however, that the Settlement and Notice relating thereto may be disseminated in accordance with the Notice Plan. Subject to the foregoing, before making any such statement, the Parties will work together to draft the statement and will only issue the statement after receiving written consent from each Party. Notwithstanding anything contained in this Section 6.3, Settlement Class Counsel shall be permitted to disclose on their website the documents publicly filed in connection with the

Settlement, including any court orders relating to the Settlement. In no event shall the Parties or their counsel make any public statements that disparage the business or reputation of the other Party (or their counsel in this action) based on the subject matter or the conduct of the Litigation.

6.4. Fair, Adequate and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Litigation and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after negotiations that included a daylong mediation with the mediator Robert A. Meyer, Esq.

6.5. Stay and Bar of Other Proceedings. Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Litigation, and no Settlement Class Member, either directly, on a representative basis, or in any other capacity, will commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of the Settlement; nor shall any third party do so on their behalf.

6.6. Real Parties in Interest. In executing this Agreement, Settlement Class Representatives represent and warrant that they are the only persons having any interest in any of the Claims they assert on their own behalf that are described or referred to herein, or in any of the pleadings, records, and papers in the Litigation, and, except as provided herein, neither their said Claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

6.7. Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

6.8. Binding On Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

6.9. Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

6.10. Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein by that Party and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

6.11. Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. The Parties waive the application of any applicable law, regulation, holding, or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

6.12. Headings. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

6.13. Exhibits. The exhibits to this Agreement constitute material parts of this Agreement and are incorporated by reference herein.

6.14. Effect of Weekends and Holidays. If any date or deadline in this Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

6.15. Merger and Integration. This Agreement—including the Exhibits hereto and the Recitals to this Agreement, which are contractual in nature and form a material part of this Agreement—contains the entire, complete, and integrated statement of each and every term and condition agreed to by and among the Parties, is not subject to any term or condition not provided for herein, and supersedes, extinguishes, and replaces all previous agreements, discussions, and negotiations. This Agreement shall not be modified in any respect except by a writing executed by duly authorized representatives of all the Parties hereto. In entering into this Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

6.16. Modifications and Amendments. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties.

6.17. Governing Law. This Agreement is entered into in accordance with federal law and the laws of the State of Maryland and shall be governed by and interpreted in accordance with federal law and the laws of the State of Maryland, without regard to any conflicts of laws principles.

6.18. Further Assurances. All of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

6.19. Execution Date. This Agreement shall be deemed executed on March 31, 2026.

6.20. Continuing Jurisdiction. The Parties shall ask the Court to retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement.

6.21. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

6.22. Notice. Any notice required or permitted to be given in connection with this Agreement shall be served in the Litigation in accordance with applicable law. If not served by email, a copy shall be sent by email to all opposing counsel of record at their respective email addresses of record.

IN WITNESS WHEREOF, each of the signatories has read and understood this Agreement, has executed it, and represents that he or she is authorized to execute this Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Agreement.

Agreed to by:

For the Settlement Class Representatives, Settlement Class Counsel, and the Settlement Class:

By: s/ DocuSigned by: l starr — DocuSigned by: david starr — 387A7403E342498... Date: 3/30/2026
David Starr
Settlement Class Representative

By: s/ Signed by: Bernadette Mavrikos — 19A61085AA00440... Date: 3/30/2026
Bernadette Mavrikos
Settlement Class Representative

By: s/ Signed by: Edmund Quiambao — 3BF5E35AE7F84A4... Date: 3/30/2026
Edmund Quimbao
Settlement Class Representative

By: s/ DocuSigned by: J E — D6ACBC5DAA94404... Date:
James Tettenhorst
Settlement Class Representative

By: s/ DocuSigned by: — 45DB3D0FFC8D4A6... Date: 3/30/2026
Je[illegible]
Settlement Class Representative

By: s/ DocuSigned by: Krista Kaus — BB4D6AB503924EE... Date: 3/30/2026
Kr[illegible]
Settlement Class Representative

By: s/ Signed by: Arlene Reed-Cossairt — 4BA59F307D5447A... Date: 3/30/2026
Arlene Reed-Cossairt
Settlement Class Representative

By: s/ Signed by: Peter J. Stavros — 4A1A009DC0EF426... Date:
Peter J. Stavros
Settlement Class Representative

By: s/ DocuSigned by: Heather Farkas — 1BE9D2A6765B489... Date: 3/30/2026
Heather Farkas
Settlement Class Representative

Docusign Envelope ID: D94D4E11-C9FC-85D5-80E1-474808F8794A

Signed by:

By: s/____________________________ 3/31/2026

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Jeremy Schulman
Hughes Hubbard & Reed LLP
Counsel for Plaintiffs and the Settlement Class

Date

DocuSigned by:

By: s/ Ed Haber

Edward F. Haber
Shapiro Haber & Urmy LLP
Counsel for Plaintiffs and the Settlement Class

F1AF73DE2A1CD420...

Date

For Alfasigma:

Signed by:
By: Tracey McCord
F3FF3C7D229C42B...
Tracey McCord
Authorized Signatory
On behalf of Alfasigma USA, Inc.

March 31, 2026
Date

Signed by:
By:
E801B0359E01496...
Andrew Soukup
Covington & Burling LLP
Counsel for Alfasigma USA, Inc.

March 31, 2026
Date

For Leadiant:

By: ______________________________ 3/30/2026
Giuseppe Izzi Date
Chief Executive Officer
On behalf of Leadiant Biosciences, Inc.

By: ______________________________ 3/30/2026
John Beisner Date
Skadden Arps Slate Meagher and Flom LLP
Counsel for Leadiant Biosciences, Inc.

For VSL:

Firmato da:
By: _______________ 3/31/2026 | 2:49:06 AM PDT
84D19F813E5E488...
Luca Guarna
President and CEO
On behalf of VSL Pharmaceuticals, Inc.
Date

DocuSigned by:
By: Turner Broughton _______________ 3/30/2026 | 12:50:40 PM PDT
B3401262BD22489...
Turner Broughton
Williams Mullen
Counsel for VSL Pharmaceuticals, Inc.
Date

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

DAVID STARR, BERNADETTE MAVRIKOS, EDMUND QUIMBAO, JAMES TETTENHORST, JEREMY HANSEN, KRISTA KARO, ARLENE REED-COSSAIRT, PETER STAVROS, HEATHER FARKAS, on behalf of themselves and all others similarly situated, Plaintiffs, v. VSL PHARMACEUTICALS, INC.; LEADIANT BIOSCIENCES, INC.; F/K/A SIGMA-TAU PHARMACEUTICALS, INC.; and ALFASIGMA USA, INC. Defendants.	No.: 8:19-CV-02173-LKG

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS SETTLEMENT

Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Settlement and Direction of Notice Under Rule 23(e) (the "Motion"). Plaintiffs David Starr, Bernadette Mavrikos, Edmund Quimbao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas (collectively, "Settlement Class Representatives") and Defendants Alfasigma USA, Inc. ("Alfasigma"), Leadiant BioSciences, Inc. ("Leadiant"), and VSL Pharmaceuticals, Inc. ("VSL") have entered into a Class Action Settlement Agreement and Release, dated March 31, 2026 (the "Settlement Agreement").

Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class notice and other exhibits thereto, the Motion, and the papers and arguments in connection therewith, THE COURT HEREBY FINDS, CONCLUDES, AND ORDERS THE FOLLOWING:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.

2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d) and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this District.

3. The Motion is GRANTED.

4. The Court hereby provisionally certifies, for settlement purposes only, a "Settlement Class," pursuant to Rule 23(b)(3), consisting of

> All persons who purchased a VSL#3 Class Product in the United States beginning June 1, 2016, and ending June 19, 2019. The following individuals are excluded from the Settlement Class: officers and directors of Defendants Alfasigma, Leadiant, and VSL, and their parents, subsidiaries, affiliates, and any entity in which they have a controlling interest. Also excluded from the Class are any persons or entities that purchased VSL#3 Class Products exclusively for the purpose of reselling the VSL#3 Class Product to a consumer. Finally, also excluded from the Class are all judges assigned to hear any aspect of the Litigation, as well as their staff and immediate family; and Settlement Class Counsel, their staff members, and their immediate family.

5. The Court hereby preliminarily approves the Settlement Agreement and the terms embodied therein pursuant to Rule 23(e)(1). The Court finds that it will likely be able to approve the Settlement Agreement under Rule 23(e)(2) and to certify the Settlement Class for purposes of judgment on the proposed Settlement. The Court preliminarily finds that the Settlement is fair, reasonable, and adequate as to the Settlement Class Members under the relevant considerations. The Court finds that proposed Settlement Class Representatives and proposed Settlement Class Counsel have adequately represented, and will continue to adequately represent, the Settlement Class. The Court further finds that the Settlement Agreement is the product of arm's length negotiations by the Parties through an experienced mediator, Robert A. Meyer, Esq., and comes

after adequate investigation of the facts and legal issues, filing of three complaints and other briefing (including class certification briefing) in federal district court, fact and expert discovery, and a day-long mediation session. The Court preliminarily finds that the relief provided to the Settlement Class is adequate, taking into account, *inter alia*, the costs, risks, and delay of trial and appeal and the proposed method of distributing compensation to the Settlement Class. The Court further finds that the Settlement Agreement treats the Settlement Class Members equitably relative to one another. As set forth more fully in the Settlement Agreement, Settlement Class Members that submit a timely and valid Claim Form will be sent Claim Payments, the number of which will be based on the number of VSL#3 Class Products the Settlement Class Member purchased (or, in the case of Class Members without Proof of Purchase, no more than one (1) Unit per Household), as provided on the Settlement Class Member's submitted Claim Form and consistent with the terms of the Settlement Agreement. The Court will fully assess any request for any Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards for the Settlement Class Representatives, after receiving a motion from proposed Settlement Class Representatives and Settlement Class Counsel supporting such a request. At this stage, the Court finds that the plan to request such an award creates no reason not to direct notice to the Settlement Class, especially because any motion for any such award must be filed before the deadline to object or opt-out of the Settlement.

6. The Court finds that, for settlement purposes only, the Settlement Class, as defined above, meets the requirements for class certification under Federal Rules of Civil Procedure 23(a) and 23(b)(3). Specifically, the Court finds that (1) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there are questions of law and fact common to Settlement Class Members; (3) proposed Settlement Class Representatives' claims are typical of

those of the Settlement Class Members; (4) proposed Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of Rule 23(b)(3).

7. Certification of the Settlement Class shall be solely for settlement purposes and without prejudice to the Parties in the event the Settlement is not finally approved by this Court or otherwise does not take effect, and the Parties preserve all rights and defenses regarding class certification in the event the Settlement is not finally approved by this Court or otherwise does not take effect. In the event this Settlement is not approved or for any reason the Effective Date never occurs, the parties shall revert to their positions immediately prior to January 7, 2026 (including with respect to this Court's orders certifying classes in this matter) and retaining whatever rights they may have pursuant to Rule 23 or on appeal to seek to modify or otherwise challenge the Court's prior class certification order.

8. The Court hereby approves Plaintiffs David Starr, Bernadette Mavrikos, Edmund Quimbao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas as Settlement Class Representatives to represent the Settlement Class.

9. The Court hereby appoints the following lawyers at the following firms as Settlement Class Counsel for the Settlement Class: Jeremy W. Schulman and Jeffrey S. Gavenman of Hughes Hubbard & Reed; and Edward F. Haber, Michelle H. Blauner, Ian J. McLoughlin, and Patrick J. Vallely of Shapiro Haber & Urmy LLP.

10. The Court hereby appoints Angeion Group LLC as Settlement Administrator and directs Angeion Group LLC to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement and herein.

Notice Program

11. Pursuant to Rule 23(e)(1) and Rule 23(c)(2)(B), the Court approves the proposed Notice program set forth in Section 4.2 of the Settlement Agreement, including the form and content of the proposed forms of class notice attached as Exhibits 4, 5, and 6 to the Settlement Agreement. The Court finds that the proposed Notice program meets the requirements of due process under the U.S. Constitution and Rule 23; and that such Notice program, which includes providing direct notice to class members whose information Settlement Class Counsel have obtained from Defendants and Retailers, the establishment of a Settlement Website, the establishment of a toll-free telephone helpline, online display advertising, and advertising on search engines and social media, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the Notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt out, and the proposed Settlement and its terms. The Court finds that the Notice clearly and concisely states in plain, easily understood language, *inter alia*: (i) the nature of the Litigation; (ii) the definition of the Settlement Class; (iii) the class claims and issues; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Settlement Class Member must submit a timely claim via a valid Claim Form to be eligible to receive compensation under the Settlement; (vi) the time and manner for submitting a Claim Form; (vii) that the Court will exclude from the Settlement Class any member

who timely and validly requests exclusion; (viii) the time and manner for requesting exclusion; and (ix) the binding effect of a class judgment on Settlement Class Members under Rule 23(c)(3). The parties may make non-material changes to the proposed Notice program, including the form and content of the Notice, without seeking further approval of the Court.

12. The Court directs the Settlement Administrator and the Parties to implement the Notice program as set forth in the Settlement Agreement. As soon as practicable and no later than 45 days after entry of this Preliminary Approval Order, the Settlement Administrator shall do the following:

a. Settlement Website: The Settlement Administrator shall establish and maintain a Settlement Website hosted at www.vsl3lawsuit.com (or another URL agreed-upon by the Parties) that is dedicated to the Settlement. The Settlement Website shall contain the Long Form Notice (in substantially the same form attached as Exhibit 4 to the Settlement Agreement), in both downloadable PDF format and HTML format; a Contact Information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Settlement Class Counsel; the telephone helpline number; the Settlement Agreement; this Order, a downloadable and online version of the Claim Form; and all other material filings by the Parties or the Court regarding the Settlement, including Settlement Class Counsel's application for an Attorneys' Fees and Costs Award, the motion for final approval of the Settlement, and any orders with respect to such applications and motions. The Settlement Website shall remain accessible until at least 180 days after all Claim Payments to eligible Settlement Class Members have been distributed.

b. Toll-free telephone helpline: The Settlement Administrator shall establish and maintain a toll-free telephone helpline, which shall be posted on the Settlement Website, and to which Settlement Class Members may refer for information about the Litigation and the Settlement Agreement. The toll-free helpline shall remain active until at least 180 days after all Claim Payments to eligible Settlement Class Members have been distributed.

c. Direct notice: Settlement Class Counsel has obtained from the Retailers and Defendants Retail Transaction Records reflecting Settlement Class Members' purchases of VSL#3 Class Products during the Class Period, or commitments to produce such Retail Transaction Records to the Settlement Administrator. The Settlement Administrator will analyze Retail Transaction Records to identify individuals who are Settlement Class Members as defined in this Settlement Agreement. The Settlement Administrator shall send via email the Email Notice to all Settlement Class Members for whom the Settlement Administrator has a valid email address and shall send via U.S. mail the Mailed Notice to all Settlement Class Members for whom the Settlement Administrator has a valid U.S. mailing address but no valid email address. Direct Notice will be sent on the Notice Date.

d. Media Campaign**:** The Settlement Administrator shall implement the Media Campaign, including programmatic display advertising, social media advertising, and search engine marketing, substantially in the form of and using the methods proposed by the Settlement Class Representatives in their Motion for Preliminary Approval.

13. Within 14 days after entry of the Preliminary Approval Order, Defendants shall pay the Settlement Fund into the Escrow Account.

14. By no later than 35 days before the Final Approval Hearing, the Settlement Administrator shall file (or provide to Settlement Class Counsel for filing) an affidavit affirming that the Notice program has been implemented in accordance with the Settlement Agreement and

this Order (including Class Action Fairness Act notice) and identifying any Settlement Class Members who timely and validly requested exclusion from the Settlement Class.

Opt-Out and Objection Procedures

15. Settlement Class Members may exclude themselves from the Settlement Class by mailing to the Settlement Administrator a written request for exclusion that is postmarked no later than 105 days after the entry of this Preliminary Approval Order (the "Exclusion/Objection Deadline"). To be effective, the request for exclusion must include (a) the Settlement Class Member's full name, telephone number, and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) the name of the Litigation: "*Starr et al. v. VSL Pharmaceuticals, Inc., et al.*, Case No. 8:19-cv-02173"; and (d) the Settlement Class Member's signature, or the like signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the Settlement.

16. Any Settlement Class Member who does not request exclusion from the Settlement Class has the right to object to the proposed Settlement and/or to any motion for Settlement Class Counsel Attorneys' Fees and Costs Award. To be considered valid, an objection must be writing, must be filed with or mailed to the Court, must be postmarked or filed no later than 105 days after entry of this Preliminary Approval Order (the "Exclusion/Objection Deadline"), and must include

the following: (a) the name of the Litigation: "*Starr et al. v. VSL Pharmaceuticals, Inc., et al.*, Case No. 8:19-cv-02173"; (b) the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the "Objector"); (c) the Objector's signature, of the like signature or affirmation of an individual authorized to act on the Objector's behalf; (d) a statement of the specific grounds for the objection; (e) a statement whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (f) the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and (g) a statement whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the Objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: a detailed description of all evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. If an objection is not submitted in accordance with this paragraph, this Court may in the exercise of its discretion refuse to consider it. Any Settlement Class Member who does not timely submit an objection in accordance with this paragraph shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the proposed Settlement or to any motion for Settlement Class Counsel Attorneys' Fees and Costs Award.

17. By no later than 75 days after the entry of this Preliminary Approval Order, Settlement Class Counsel shall file their motion for an Attorneys' Fees and Costs Award. Any such motion shall be posted to the Settlement Website within one business day after its filing.

Final Approval Hearing

18. The Court will hold a Final Approval Hearing on _______________, 2026 [*at least 165 days after entry of this Preliminary Approval Order*] at _________ a.m./p.m., in the United States District Court for the District of Maryland, 6500 Cherrywood Lane Greenbelt, MD 20770. The purposes of the Final Approval Hearing will be to: (i) determine whether the proposed Settlement Agreement should be finally approved by the Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (ii) determine whether judgment should be entered pursuant to the Settlement Agreement, dismissing the claims in the Litigation with prejudice and releasing all Released Claims; (iii) determine whether the Settlement Class should be finally certified; (iv) rule on Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award; (v) consider any properly filed objections; and (vi) consider any other matters necessary in connection with the final approval of the Settlement Agreement. If the Court subsequently determines that the Final Approval Hearing should not occur at an in-person hearing but rather through remote means, the Court will issue a subsequent order.

19. By no later than 30 days before the Final Approval Hearing, Settlement Class Counsel shall file their motion for final approval of the Settlement Agreement.

20. Any oppositions (if any) to the motion seeking the Court's entry of the Final Approval Order shall be filed 14 days before the Final Approval Hearing.

21. Any replies in further support of the motion seeking the Court's entry of the Final Approval Order (if any) shall be filed 7 days before the date of the Final Approval Hearing.

22. The Court may, in its discretion, modify the date, time, and/or location of the Final Approval Hearing. In the event the Court changes the date, time, and/or location of the Final Approval Hearing, the new date and time shall be posted on the Settlement Website.

23. If the Settlement Agreement, including any amendment made in accordance therewith, is not approved by the Court or shall not be become effective for any reason whatsoever, the Settlement Agreement and any actions taken or to be taken in connection therewith (including this Preliminary Approval Order and any judgment entered herein), shall be terminated and shall become null and void and of no further force and effect except for (i) any obligations to pay for any expense incurred in connection with Notice and administration as set forth in the Settlement Agreement, and (ii) any other obligations or provisions that are expressly designated in the Settlement Agreement to survive the termination of the Settlement Agreement.

24. Other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, including matters relating to Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award, all proceedings in the Litigation are hereby stayed and suspended until further order of this Court.

25. Pending final determination of whether the Settlement Agreement should be finally approved, Settlement Class Representatives, all Settlement Class Members, and Releasing Parties (and any persons purporting to act on their behalf) are barred and enjoined from filing, commencing, prosecuting, maintaining, or enforcing any Released Claims against the Released Parties, directly or indirectly (including in any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein), in any judicial, administrative, arbitral, or other forum. This bar and injunction are necessary to protect and effectuate the Settlement Agreement and this Preliminary Approval Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction.

26. This Preliminary Approval Order, the Settlement Agreement, and all negotiations, statements, agreements, and proceedings relating to the Settlement, and any matters arising in

connection with settlement negotiations, proceedings, or agreements, shall not constitute, be described as, construed as, offered, or received against Defendants or the Released Parties as evidence or an admission of: (a) the truth of any fact alleged by any plaintiff in the Litigation; (b) any liability, negligence, fault, or wrongdoing of Defendants or the Released Parties; or (c) that this or any other action may be properly certified as a class action for litigation, non-settlement purposes.

27. The Parties are directed to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement according to its terms should it be finally approved.

28. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to Settlement Class Members. Without further order of the Court, the Parties may agree to make non-material modifications in implementing the Settlement that are not inconsistent with this Preliminary Approval Order.

29. The following chart summarizes the dates and deadlines set by this Preliminary Approval Order:

Notice Date	**______________, 2026, which is 45 days after entry of this Preliminary Approval Order**
Last day for Settlement Class Counsel to file motion for Settlement Class Counsel Attorneys' Fees and Costs Award	**______________, 2026, which is 75 days after entry of this Preliminary Approval Order**
Claims Submission Deadline	**______________, 2026, which is 105 days after entry of this Preliminary Approval Order**
Exclusion/Objection Deadline	**______________, 2026, which is 105 days after entry of this Preliminary Approval Order**
Last day for Settlement Class Counsel to file motion for final approval of the Settlement	**______________, 2026, which is 30 days before Final Approval Hearing**

Last day to file oppositions (if any) to the motion for final approval of the Settlement	**_______________, 2026, which is 14 days before the Final Approval Hearing**
Last day to file any replies in further support of the motion for final approval of the Settlement and the motions for Settlement Class Counsel Attorneys' Fees and Costs Award	**_______________, 2026, which is 7 days before the date of the Final Approval Hearing**
Final Approval Hearing	**_______________, 2026, which is at least 165 days after entry of this Preliminary Approval Order**

IT IS SO ORDERED.

DATED: ___________.

____
Honorable Lydia Kay Griggsby
United States District Judge

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

DAVID STARR, BERNADETTE MAVRIKOS, EDMUND QUIMBAO, JAMES TETTENHORST, JEREMY HANSEN, KRISTA KARO, ARLENE REED-COSSAIRT, PETER STAVROS, HEATHER FARKAS, on behalf of themselves and all others similarly situated, Plaintiffs, v. VSL PHARMACEUTICALS, INC.; LEADIANT BIOSCIENCES, INC.; F/K/A SIGMA-TAU PHARMACEUTICALS, INC.; and ALFASIGMA USA, INC. Defendants.	No.: 8:19-CV-02173-LKG

[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS SETTLEMENT

This matter came before the Court for hearing on [_______], 2026, pursuant to the Court's Preliminary Approval Order dated [_______], 2026 (Dkt. No. [__]), and on the motion ("Motion") for final approval of the Class Action Settlement Agreement and Release, dated March 31, 2026, entered into by the Parties (the "Settlement Agreement") (Dkt. No. [__]), as well as Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award.

Due and adequate notice having been given to the Settlement Class Members of the proposed Settlement and the pending motions, as directed by the Court's Preliminary Approval Order, and upon consideration of all papers filed and proceedings had herein, and good cause appearing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.

2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d) and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this District.

3. The "Settlement Class" for purposes of this Final Approval Order means:

> All persons who purchased a VSL#3 Class Product in the United States beginning June 1, 2016, and ending June 19, 2019. The following individuals are excluded from the Settlement Class: officers and directors of Defendants Alfasigma, Leadiant, and VSL, and their parents, subsidiaries, affiliates, and any entity in which they have a controlling interest. Also excluded from the Class are any persons or entities that purchased VSL#3 Class Products exclusively for the purpose of reselling the VSL#3 Class Product to a consumer. Finally, also excluded from the Class are all judges assigned to hear any aspect of the Litigation, as well as their staff and immediate family; and Settlement Class Counsel, their staff members, and their immediate family.

4. The Court finds that the notice provisions set forth under the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this matter.

5. The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Litigation, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires, the opportunity, the time, and the manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (c) constituted due, adequate, and sufficient notice to all persons and entities entitled to notice; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.

6. The Court APPROVES Notice and Settlement Administration Costs in the amount of [$_____], with such costs, net of any Notice and Settlement Administration Costs Advance already paid, to be paid from the Settlement Fund pursuant to Section 2.4 of the Settlement Agreement.

7. The Court APPROVES Settlement Class Counsel Attorneys' Fees and Costs Award, including attorneys' fees in the amount of [$_______] and reasonably incurred costs and expenses in the amount of [$_______], each of which shall be paid from the Settlement Fund pursuant to Section 3.3(a) of the Settlement Agreement.

8. The Court APPROVES Service Awards payable in the amount of [$_______], payable to each Settlement Class Representative, to be paid from the Settlement Fund pursuant to Section 3.3(c) of the Settlement Agreement.

9. The Court hereby finds that all Settlement Class Members and all persons who fall within the definition of the Settlement Class have been adequately provided with an opportunity to exclude themselves from the Settlement Class by submitting a request for exclusion in conformance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order. A list of those persons and entities who submitted timely and valid requests for exclusion is attached as Exhibit [__]. All persons and entities listed on Exhibit [__] are not bound by this Final Approval Order and Judgment and are entitled to no relief under the Settlement. All other persons who fall within the definition of the Settlement Class are Settlement Class Members and part of the Settlement Class, and shall be bound by this Final Approval Order and corresponding Judgment and the Settlement Agreement.

10. The Court reaffirms that the Litigation is properly maintained as a class action, for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(b)(3).

11. The Court finds that, for settlement purposes only, the Settlement Class, as defined above, meets the requirements for class certification under Federal Rules of Civil Procedure 23(a) and 23(b)(3). Specifically, this Court finds that (1) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there are questions of law and fact common to Settlement Class Members; (3) Settlement Class Representatives' claims are typical of those of the Settlement Class Members; (4) Settlement Class Representatives and Class Counsel have adequately represented, and will continue to adequately represent, the interests of the Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of Rule 23(b)(3).

12. This Court reaffirms its appointment of David Starr, Bernadette Mavrikos, Edmund Quimbao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas as Settlement Class Representatives to represent the Settlement Class, and reaffirms its appointment of Settlement Class Counsel to represent the Settlement Class.

13. The Court finds that the Settlement Agreement warrants final approval pursuant to Rule 23(e)(2) because the Court finds the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class, after weighing the relevant considerations. First, the Court finds that the Settlement Class Representatives and Settlement Class Counsel have adequately represented the Settlement Class, and will continue to do so through Settlement implementation. Second, the proposed Settlement Agreement was reached as a result of arms-length negotiations by the Parties through an experienced mediator, Robert A. Meyer, Esq., and comes after adequate investigation of the facts and legal issues, filing of three complaints and other briefing (including class certification briefing) in federal district court, fact and expert discovery, and a day-long mediation session. Third, the Court finds that the relief proposed to be provided

for the Settlement Class is fair, reasonable, and adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Members' claims; and (iii) the terms of the requested Attorneys' Fees and Costs Award. Fourth, the Court finds that the Settlement Agreement treats Settlement Class Members equitably relative to each other. As set forth more fully in the Settlement Agreement, each Settlement Class Member that submitted a timely and valid Claim Form will be sent a Claim Payment, which will be based on the number of VSL#3 Products the Settlement Class Member purchased (or, in the case of Class Members without Proof of Purchase, a Claim Payment for no more than one (1) Unit per Household), as provided on the Settlement Class Member's submitted Claim Form and consistent with the terms of the Settlement Agreement.

14. In granting final approval of the Settlement Agreement, the Court has also considered the factors that courts in this Circuit consider in evaluating proposed class settlements—which overlap considerably with the factors to be considered under Rule 23(e)(2)—including: (1) the posture of the case at the time settlement was proposed; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; (4) the experience of counsel in the area of class action litigation; (5) the relative strength of the plaintiffs' case on the merits; (6) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial; (7) the anticipated duration and expense of additional litigation; (8) the solvency of the defendant and the likelihood of recovery on a litigated judgment; (9) the degree of opposition to the settlement; and (10) the amount of the settlement. *See Boger v. Citrix Sys., Inc.*, 2023 WL 3763974, at *5–6 (D. Md. June 1, 2023) (Griggsby, J.).

15. [*Discussion of factors, as appropriate*]

16. The Court also notes that [____] Settlement Class Member[s] objected to the Settlement.

17. [*Discussion of objections, as necessary*]

18. The Motion is hereby GRANTED, and the Settlement Agreement and its terms are hereby found to be and APPROVED as fair, reasonable, and adequate and in the best interest of the Settlement Class. The Parties and Settlement Administrator are directed to consummate and implement the Settlement Agreement in accordance with its terms, including distributing Claim Payments to eligible Settlement Class Members, and paying the Notice and Settlement Administration Costs.

19. Any and all claims asserted in this case are hereby dismissed with prejudice and without costs to any Party, other than as specified in the Settlement Agreement, this Final Approval Order and corresponding Judgment, and any order(s) by this Court regarding Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award.

20. In consideration of the benefits provided under the Settlement Agreement, and for other good and valuable consideration set forth in the Settlement Agreement, each of the Settlement Class Members and Releasing Parties shall, by operation of this Final Approval Order and Judgment, have fully, finally, and forever released, relinquished, acquitted, and discharged all Released Claims against each of the Released Parties in accordance with Section 3.4 of the Settlement Agreement, the terms of which section are incorporated herein by reference. The terms of the Settlement Agreement, which are incorporated by reference into this Order, shall have *res judicata* and other preclusive effects as to the Released Claims as against the Released Parties. The Released Parties may file the Settlement Agreement and/or this Order in any other litigation to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,

release, good-faith settlement, judgment bar or reduction, or any other similar defense or counterclaim.

21. All Settlement Class Members and Releasing Parties (including any persons purporting to act on their behalf) have covenanted not to sue any Released Party with respect to any Released Claim and shall be permanently barred and enjoined from instituting, commencing, prosecuting, continuing, or asserting any Released Claim against any Released Party, directly or indirectly (including in any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein). This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement and this Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. Notwithstanding the foregoing, nothing in this Order and judgment shall preclude an action to enforce the terms of the Settlement Agreement.

22. Pursuant to the terms of the Settlement Agreement, Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel have, and shall be deemed to have, released each other from any and all Claims relating in any way to any Party or counsel's conduct in the Litigation, including but not limited to any Claims or abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution, assertion, or resolution of the Litigation, including Claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise expressly set forth in Section 3.4 of the Settlement Agreement.

23. This Final Approval Order and corresponding Judgment is the final, appealable judgment in the Litigation as to all Released Claims. The time to appeal from this Final Approval Order and Judgment shall commence upon its entry.

24. Without affecting the finality of this Final Approval Order and Judgment in any way, this Court retains jurisdiction over (a) implementation of the Settlement Agreement and the terms of the Settlement Agreement; (b) distribution of the settlement payments and Settlement Class Counsel's Attorneys' Fees and Costs Award; and (c) all other proceedings arising out of or related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement Agreement, including enforcement of the Releases provided for in the Settlement Agreement.

25. In the event that the Effective Date does not occur, this Final Approval Order and Judgment shall be rendered null and void and shall be vacated, nunc pro tunc, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the *status quo ante* rights of Settlement Class Representatives, Settlement Class Members, and Defendants.

26. This Final Approval Order and corresponding Judgment, the Preliminary Approval Order, the Settlement Agreement, and all negotiations, statements, agreements, and proceedings relating to the Settlement Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements shall not constitute, be described as, construed as, offered or received against Defendants or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Settlement Class Representatives in the Litigation; (b) any liability, negligence, fault, or wrongdoing of Defendants or the Released Parties; or (c) that this Litigation may be properly certified as a class action for litigation, non-settlement purposes.

27. Pursuant to Rule 54, the Court finds that there is no just reason for delay and expressly directs this Final Approval Order and Judgment and immediate entry by the Clerk of the Court.

IT IS SO ORDERED.

DATED: __________.

____
Honorable Lydia Kay Griggsby
United States District Judge

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

DAVID STARR, BERNADETTE MAVRIKOS, EDMUND QUIMBAO, JAMES TETTENHORST, JEREMY HANSEN, KRISTA KARO, ARLENE REED-COSSAIRT, PETER STAVROS, HEATHER FARKAS, on behalf of themselves and all others similarly situated, Plaintiffs, v. VSL PHARMACEUTICALS, INC.; LEADIANT BIOSCIENCES, INC.; F/K/A SIGMA-TAU PHARMACEUTICALS, INC.; and ALFASIGMA USA, INC. Defendants.	No.: 8:19-CV-02173-LKG

[PROPOSED] JUDGMENT

For the reasons set forth in the accompanying Final Approval Order, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. Settlement Class Representatives' Motion for final approval of the Class Action Settlement Agreement and Release, dated March 31, 2026, is hereby GRANTED. The Parties are ORDERED to comply with the terms of the Settlement Agreement.

2. Any and all claims filed in this case are hereby DISMISSED WITH PREJUDICE and without costs to any Party, other than as specified in the Settlement Agreement, Final Approval Order, and this Judgment, and any order(s) by this Court regarding Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award.

3. Without affecting the finality of the Final Approval Order and this Judgment in any way, this Court retains jurisdiction over (a) implementation of the Settlement Agreement and the

terms of the Settlement Agreement; (b) distribution of the settlement payments and Settlement Class Counsel Attorneys' Fees and Costs Award; and (c) all other proceedings arising out of or related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement Agreement, including enforcement of the Releases provided for in the Settlement Agreement.

4. This is a final and appealable judgment.

IT IS SO ORDERED.

DATED: ________________.

____
Honorable Lydia Kay Griggsby
United States District Judge

EXHIBIT 4

United States District Court for the District of Maryland

Starr v. VSL Pharmaceuticals, Inc., No. 8:19-cv-02173-LKG

If you bought the probiotic VSL#3 between June 1, 2016, and June 19, 2019, your rights may be affected by a class action lawsuit.

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

A $20 million Settlement has been reached in a class action lawsuit. The Plaintiffs in this lawsuit (who are identified in section 2 below) are purchasers of VSL#3 between June 1, 2016, and June 19, 2019 (the "Class Period").

Defendants are companies that licensed, marketed, and sold VSL#3 during the Class Period. Plaintiffs claim that Defendants falsely represented to consumers that the formulation of the probiotic VSL#3 that Defendants sold during the Class Period had been proven in clinical tests to be effective for certain medical conditions. Plaintiffs claim that consumers who purchased VSL#3 during the Class Period overpaid for the product. Defendants dispute Plaintiffs' allegations. It has not been determined in court whether Plaintiffs are correct.

If you purchased VSL#3 during the Class Period, you may be eligible to receive a cash payment upon the submission of a valid claim form, which is attached to this notice. If you received a postcard or email notice about this lawsuit, then records reflect that you may have purchased VSL#3 in the United States during the Class Period.

Your legal rights are affected whether you act or do not act. Please read this notice carefully because it explains decisions you must make and actions you must take now.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
OPTION 1: SUBMIT A CLAIM	To receive the cash benefit described in this notice, you must submit a claim form by mail or online at www.vsl3lawsuit.com.
OPTION 2: ASK TO BE EXCLUDED	**Get out of this lawsuit. Get no benefits from it. Keep your independent right to sue the Defendants yourself.** If you ask to be excluded from the Class, you will not receive any cash benefit from the Settlement. However, you will not be bound by the results of this lawsuit, and you will retain any rights you may have to sue the Defendants separately regarding your purchases of VSL#3 during the Class Period. **As explained**

	below, if you want to be excluded from the classes, you must act before __________, 2026.
OPTION 3: OBJECT TO THE SETTLEMENT	Write to the Court and the lawyers for both sides if you do not like the Settlement. The Court will consider your objection in determining whether to approve the Settlement. The deadline to object to the Settlement is **[DATE]**.
OPTION 4: DO NOTHING	**Remain in the Settlement and receive no cash benefit.** Give up your rights to sue Defendants regarding the issues resolved by the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this notice?

If you purchased VSL#3 during the Class Period, you may be a member of the Class (subject to certain exceptions, described in Section 5 below). If you received a postcard or email notice about this lawsuit, then records reflect that you may have purchased VSL#3 during the Class Period.

The Court authorized the sending of this notice because you have a right to know about this class action and about your options in connection with the Settlement. Information about the Settlement is summarized below. The Settlement Agreement, available on the Settlement Website (www.vsl3lawsuit.com), gives greater detail on the rights and duties of the Parties and Settlement Class Members.

2. What is a class action lawsuit, and who is involved?

In a class action, one or more people called the "Plaintiffs" or "class representatives" sue on behalf of other people with similar claims. Those people are the "class" or "class members." The companies that are being sued are called the Defendants. In a class action, a court decides the claims of the Plaintiffs and all the class members against the Defendants in one case. That decision, whether in favor of the Plaintiffs and the Class or in favor of the Defendants, binds all class members.

The Plaintiffs in this case are David Starr, Bernadette Mavrikos, Edmund Quiambao, James Tettenhorst, Jeremy Hansen, Krista Karo, Arlene Reed-Cossairt, Peter Stavros, and Heather Farkas.

The Defendants are VSL Pharmaceuticals, Inc.; Leadiant Biosciences, Inc.; and Alfasigma USA, Inc.

3. Why is this lawsuit a class action?

The Court decided that this lawsuit may go forward as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs' claims are correct. Instead, both sides have agreed to the Settlement before the Court decides those issues. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Defendants did anything wrong. Defendant denies all legal claims in this case. Plaintiffs and their attorneys think the Settlement is best for Class Members.

WHO IS IN THE SETTLEMENT

5. Am I part of this Settlement?

You are a Member of the Class if you purchased VSL#3 in the United States between June 1, 2016, and June 19, 2019. However, you are not in the Class if you are an officer or director of Defendants Alfasigma, Leadiant, or VSL, or their parents, subsidiaries, affiliates, or any entity in which the Defendants have a controlling interest. You are also not part of the Class if you are a person or entity that purchased VSL#3 exclusively for resale to a consumer. Finally, you are also not included in the Class if you are a judge assigned to hear any aspect of this litigation, or the judge's staff or immediate family, or you are Class Counsel, their staff members, or immediate family.

6. I'm still not sure if I am included.

If you are still not sure whether you are a member of the Class, you can call or write to the lawyers representing the Plaintiff and the Class in this case, at the phone numbers or addresses below.

THE SETTLEMENT'S BENEFITS

7. What does the settlement provide?

In exchange for dismissal of the litigation and release of claims against Defendant as detailed in the Settlement Agreement, Defendants have agreed to pay $20 million to create a settlement fund. The Settlement Agreement is available at www.vsl3lawsuit.com and describes in detail the claims that you give up if you remain in the Settlement Class. After deducting any Court-approved costs for notice to Class Members, costs for administration of the Settlement, attorneys' fees and expenses, and a service award to the class representatives, the funds remaining will be available to be distributed to Class members who submit a timely and valid claim form.

8. How will settlement benefits for Class Members be calculated?

Upon submission of a valid claim form (see section 11 below), Class Members may receive $20 per unit of VSL#3 they purchased, subject to potential adjustment of the per-unit benefit based on the volume of claims received and the amount available to pay claims. A unit is a bottle or box of VSL#3; multiple bottles in a multipack each count as a unit. Class members who do not have proof of purchase will be limited to submitting a claim for one (1) unit purchased per household. Class members with proof of purchase may seek a settlement benefit for the greater of (3) units of VSL#3 or the total number of units of VSL#3 for which they submit proof of purchase. Class members with proof of purchase may receive a per-unit claim amount up to a maximum of 40 units in total, or $800, subject to *pro rata* adjustments, as described below.

If you received a notice with a claim code, that means that Class Counsel has obtained records of sales of VSL#3 from Defendants and certain retailers, which counts as proof of purchase. You can submit the claim code with your claim, and that claim code counts as proof of purchase for the number of units that the records reflect that you purchased. If you have proof of purchase (such as receipts) for a greater number of purchases, than those that appear when you enter a claim code, then you may submit such proof to obtain a greater benefit.

If the total value of valid claims is less than the amount of money available to pay such claims, then the amounts paid for valid claims will be increased *pro rata* up to the amount of money available to pay claims, although the amount paid per unit will not be more than three times the amounts set forth in this notice. If the total value of valid claims exceeds the amount available to pay them, the amounts paid for valid claims will be reduced *pro rata*.

9. If I submit a claim form, when will I receive the settlement benefit?

The parties have proposed to the Court that settlement benefits be paid to Class Members within sixty (60) days after the Effective Date of the Settlement. The Court has scheduled a hearing to consider whether to grant final approval of the Settlement on ______. But, the date on which the Court will grant final approval is not known. And, there may be other reasons that the distribution of settlement benefits could be delayed. To stay up to date on the status of the litigation and when settlement benefits are mailed, check the settlement website (www.vsl3lawsuit.com) regularly.

YOUR RIGHTS AND OPTIONS

10. Do I need to do anything now?

You must decide whether to (i) stay in the Class and submit a claim form; (ii) ask to be excluded; or (iii) file an objection. **If you decide to stay in the Class, you must submit a claim form as set forth in this notice. If you decide to request to be excluded or object to the Settlement, you must do so by _______, 2026 [105 days from the date of the preliminary approval order] in the manner described below.**

11. What do I need to do to receive the cash benefit provided for by the Settlement?

If you are a Class Member (see Items 5 and 6 above) and want to receive the cash benefit described in this Settlement, you **MUST** submit a claim form, either by mailing the completed, signed claim form attached to this notice, or by submitting a claim form online at www.vsl3lawsuit.com. In exchange for those benefits, you will have released and waived your right to sue Defendants over the issues involved in this action. **The definition of "Released Claims" from the Settlement Agreement is copied below. Please read it carefully.**

> As used herein, the term "**Released Claims**" means any and all Legal Claims (including but not limited to any and all Claims in the Litigation or otherwise asserted in any case ever) that any Settlement Class Representative or any Settlement Class Member ever had, now has, or may have in the future, whether asserted by such Settlement Class Representative or Settlement Class Member, or asserted on their behalf by a third party (including Legal Claims brought on behalf of the general public of the United States or of a particular state, district, or territory therein), arising out of or in any way relating to conduct occurring on or before the date of entry of the Preliminary Approval Order, relating to (a) the purchase or use of any of the VSL#3 Products, including but not limited to all of the products identified in any Complaint in this Litigation; (b) any of the marketing representations about the VSL#3 Class Products identified in any Complaint in this Litigation, including but not limited to statements or omissions about clinical studies performed on VSL#3, the ingredients in VSL#3, the efficacy of VSL#3, or where VSL#3 is manufactured; (c) any claims for any acts or omissions that were raised or could have been raised within the scope of the facts asserted in any Complaint in this Litigation; or (d) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), or (c) of this paragraph. For the avoidance of doubt, the Released Claims do not include Legal Claims for personal injury.

12. What happens if I ask to be excluded?

If you exclude yourself from the Class—which is sometimes called "opting out" of the Class— you will not get any money or benefits from the settlement of the action. If you exclude yourself, you will not be legally bound by the Court's judgments in the action. If you start your own lawsuit against Defendants after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims.

To ask to be excluded from the Class, you must send an "Exclusion Request" in the form of a letter sent by U.S. mail, stating that you want to be excluded from *Starr v. VSL Pharmaceuticals, Inc.* A sample exclusion request form that you can use is available at www.vsl3lawsuit.com. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request **by [date], 2026 [105 days from the date of the preliminary approval order],** to: [Address of notice administrator]

13. How do I object, if I want to?

If you wish to object to the Settlement, you must file documents explaining the basis of your objection by __________, 2026 **[105 days from the preliminary approval order]**. Your objection must be filed with the Court, with copies sent to Class Counsel. The Court's address is United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD 20770. Class Counsel's address for objections is: Starr v. VSL Phamaceutics, Objections, c/o Patrick J. Vallely, Esq., Shapiro Haber & Urmy LLP, One Boston Place, Suite 2600, Boston, MA 0210.

To be effective, an objection must (a) include the case name and case number: "Starr et al. v. VSL Pharmaceuticals, Inc., et al., Case No. 8:19-cv-02173"; (b) contain the full name, mailing address, and telephone number of the Class Member objecting to the proposed Settlement ; (c) include the objector's signature, or the like signature or affirmation of an individual authorized to act on the objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (f) contain the name, address, bar number, and telephone number of counsel for the objector, if represented by an attorney in connection with the objection; and (g) state whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: a detailed description of all evidence the objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the objector may introduce at the Final Approval Hearing.

14. What happens if I do nothing at all?

If you fall within the definition set forth in the response to Question 5 and do nothing, you will not receive any benefits from this Settlement, but you will be bound by its terms and give up your right to start a lawsuit about the legal issues resolved by the Settlement against the Defendants and anyone else from whom you may have purchased VSL#3. You will give up (or "release") all claims that have been made and all related claims that could have been made in this lawsuit (this means that you are agreeing to fully, finally and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 11).

15. When will the Court decide whether to approve the Settlement?

The Court has set a hearing at _:__ _.m. on _________, at the United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD 20770. The hearing may be moved to a different date or time without further notice. The settlement website will be updated with any changes in date or time. Please check the settlement website regularly if you plan to attend to ensure you show up on the correct date and time. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider Class Counsel's application for attorneys' fees and expenses and for an incentive award to the class representative. After the hearing, the Court will decide whether to grant final approval of the Settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Plaintiffs and the Class in this case are represented by the following lawyers at the following law firms:

Jeremy W. Schulman and Jeffrey S. Gavenman of Hughes Hubbard & Reed, whose offices are at 1775 I Street, N.W. in Washington, D.C. 20006. More information about Hughes Hubbard & Reed is available at https://www.hugheshubbard.com/.

Edward F. Haber, Michelle H. Blauner, Ian J. McLoughlin, and Patrick J. Vallely of Shapiro Haber & Urmy LLP, whose offices are located at One Boston Place, Suite 2600, Boston, MA 02108. More information about Shapiro Haber & Urmy LLP is available at https://www.shulaw.com.

These lawyers are referred to as "Class Counsel." They may be reached by calling [Toll-Free Number to be Inserted] or email at [Email address to be inserted].

17. Should I get my own lawyer?

You do not need to hire your own lawyer because the Class Counsel represents all class members, including you. You are permitted to have your own lawyer in addition to being represented by Class Counsel, but you will have to find and pay for that lawyer.

18. How will the Class Counsel be paid?

As part of the Settlement, Class Counsel will seek up to one-third of the settlement amount (i.e., up to $6,666,666.67) for compensation for their attorneys' fees, plus reasonable expenses incurred in pursuing this action, but the Court must approve any such payment to Class Counsel. Class Counsel will also seek an award from the Court of up to $10,000 for each Class Representative for their service in representing the Class. Counsel will file their request for an award of attorneys' fees, costs, settlement administration expenses, and service award to the named plaintiff, no later than _________________. Class Members may obtain any such submission to the Court from the Settlement Website or by contacting Class Counsel.

GETTING MORE INFORMATION

19. Is more information available?

You can find more information about this case on the website www.vsl3lawsuit.com, which contains the public versions of key filings in this case and further information related to the Settlement. If you have any questions about this class action notice or this case, you should contact one of the Class Counsel identified above, who will be pleased to answer your questions. There would be no cost or obligation to you.

DATED: ___________, 2026

REQUEST FOR EXCLUSION FROM VSL#3 CLASS ACTION LAWSUIT

TO: [Notice Administrator Name and Address to be Filled in on Appointment]

FROM: ______________________________________
PRINT your Name

____
PRINT your address

____
PRINT your telephone number

RE: *Starr v. VSL Pharmaceuticals, Inc.,* No. 8:19-cv-02173-LKG, in the United States District Court for the District of Maryland.

I do not want to be a member of any of the Classes or participate in the Settlement in the *Starr v. VSL Pharmaceuticals, Inc.* action, and I hereby request to be excluded from those classes.

Sincerely,

____
[PRINT your name]

By: ____________________________
[SIGNATURE]

____
[DATE]

EXHIBIT 5

c/o [Notice Administrator]
PO Box ____
City, State ZIP

[Postage]

ELECTRONIC SERVICE REQUESTED

If you bought the probiotic VSL#3 between June 1, 2016, and June 19, 2019, your rights may be affected by a pending class action lawsuit. A federal court has authorized this notice. This is not a solicitation from a lawyer.

United States District Court for the District of Maryland
Starr v. VSL Pharmaceuticals, Inc., No. 8:19-cv-02173-LKG

You are receiving this notice because records reflect that you may have purchased VSL#3 in the United States between June 1, 2016, and June 19, 2019. If you purchased VSL#3 during the Class Period, you may be eligible to receive a cash payment upon the submission of a valid claim form. A court ordered this notice because you have a right to know about this class action and about your options before the lawsuit proceeds to trial. **Your legal rights are affected whether you act or do not act. Please read this notice carefully.**

CLASS MEMBER CLAIM CODE: [ID]

<<FirstName>> <<LastName>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>

What is this lawsuit about? Plaintiffs are purchasers of VSL#3 between June 1, 2016, and June 19, 2019 (the "Class Period"). Defendants are companies that licensed, marketed, and sold VSL#3 during the Class Period. Plaintiffs claim that Defendants falsely represented to consumers that the formulation of the probiotic VSL#3 that Defendants sold during the Class Period had been proven in clinical tests to be effective for certain medical conditions. Plaintiffs claim that consumers who purchased VSL#3 during the Class Period overpaid for the product. Defendants dispute Plaintiffs' allegations. It has not been determined in court whether Plaintiffs are correct.

What are my options? You must decide whether to stay in the classes or ask to be excluded.

* To receive a cash benefit from the Settlement, you must submit a claim form by mail or online at www.vsl3lawsuit.com by [DATE]. Your claim code to submit a claim is: _______.

* If you ask to be excluded from the Settlement, you will not receive any cash benefit, but the results of this lawsuit will not bind you, and you will retain any rights you may have to sue the Defendants separately regarding your purchases of VSL#3 during the Class Period.The deadline to exclude yourself from the Settlement is [DATE].

* If you want to object to the Settlement, you will need to submit a written objection to the court and class counsel. The deadline to object to the Settlement is [DATE].

* If you do nothing, you will be bound by the Settlement but receive no cash benefit. You will give up your rights to sue Defendants regarding the issues resolved by the Settlement.

What does the Settlement provide? In exchange for dismissal of the litigation and release of claims against Defendant as detailed in the Settlement Agreement, available on the settlement website (www.vsl3lawsuit.com), Defendants have agreed to pay $20 million to create a settlement fund. After deducting any Court-approved costs for notice to Class Members, costs for administration of the Settlement, attorneys' fees and expenses, and a service award to the class representatives, the funds remaining will be available to be distributed to Class members who submit a timely and valid claim form.

How can I participate in the Settlement? Upon submission of a valid claim form, Class Members may receive $20 per unit of VSL#3 they purchased, although the per-unit amount may be adjusted based on the volume of claims received. Because you received this notice, that means that Class Counsel has obtained records of sales of VSL#3 from Defendants, and you may receive a benefit if you submit a claim form. The deadline to submit a claim form is [DATE].

How can I obtain more information? Detailed information on how to submit a claim, exclude yourself from the settlement, or object to the settlement is available on the settlement website, www.vsl3lawsuit.com, or by calling [Toll-Free Number to be Inserted].

EXHIBIT 6

From:	***Starr v. VSL Pharmaceuticals, Inc.*** **Notice Administrator**
To:	**[Class Member]**
Date:	**[Date]**
Subject:	**Notice of Class Settlement**

If you bought the probiotic VSL#3 between June 1, 2016, and June 19, 2019 (the "Class Period"), your rights may be affected by a pending class action lawsuit. A federal court has authorized this notice. This is not a solicitation from a lawyer.

United States District Court for the District of Maryland

Starr v. VSL Pharmaceuticals, Inc., Case No. 8:19-cv-02173-LKG

YOUR PERSONAL CLAIM CODE: ______________

Dear _____,

You are receiving this notice because records reflect that you may have purchased VSL#3 in the United States between June 1, 2016, and June 19, 2019 (the "Class Period"). If so, you may be eligible to receive a cash payment upon the submission of a valid claim form. A court ordered this notice because you have a right to know about this class action and about your options. This notice explains the lawsuit, the Settlement, and your legal rights. A more detailed notice is available via a link near the end of this email.

Your legal rights are affected whether you act or do not act. Please read this notice carefully because it explains decisions you must make and actions you must take now.

The Plaintiffs in this case are purchasers of VSL#3 during the Class Period. Defendants are companies that licensed, marketed, and sold VSL#3 during the Class Period. Plaintiffs claim that Defendants falsely represented to consumers that the formulation of the probiotic VSL#3 that Defendants sold during the Class Period had been proven in clinical tests to be effective for certain medical conditions. Plaintiffs claim that consumers who purchased VSL#3 during the Class Period overpaid for the product. Defendants dispute Plaintiffs' allegations. It has not been determined in court whether Plaintiffs are correct.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

OPTION 1: SUBMIT A CLAIM	To receive the cash benefit described in this notice, you must submit a claim form by mail or online at www.vsl3lawsuit.com. **Your claim code to submit a claim is: ___________.** The deadline to submit a claim is **[DATE]**.
OPTION 2: ASK TO BE EXCLUDED	**Get out of this lawsuit. Get no benefits from it. Keep your independent right to sue the Defendants yourself.** If you ask to be excluded from the Class, you will not receive any cash benefit from the Settlement. However, you will not be bound by the results of this lawsuit, and you will retain any rights you may have to sue the Defendants separately regarding your purchases of VSL#3 during the Class Period. **As explained below, if you want to be excluded from the classes, you must act before _________, 2026.**
OPTION 3: OBJECT TO THE SETTLEMENT	Write to the Court and the lawyers for both sides if you do not like the Settlement. The Court will consider your objection in determining whether to approve the Settlement. The deadline to object to the Settlement is **[DATE]**.
OPTION 4: DO NOTHING	**Remain in the Settlement and receive no cash benefit.** Give up your rights to sue Defendants regarding the issues resolved by the Settlement.

What does the Settlement provide? In exchange for dismissal of the litigation and release of claims against Defendant as detailed in the Settlement Agreement, available on the settlement website (www.vsl3lawsuit.com), Defendants have agreed to pay $20 million to create a settlement fund. After deducting any Court-approved costs for notice to Class Members, costs for administration of the Settlement, attorneys' fees and expenses, and a service award to the class representatives, the funds remaining will be available to be distributed to Class members who submit a timely and valid claim form.

Am I part of this Settlement? You are a Member of the Class if you purchased VSL#3 in the United States between June 1, 2016, and June 19, 2019. However, you are not in the Class if you are an officer or director of Defendants Alfasigma, Leadiant, or VSL, or their parents, subsidiaries, affiliates, or any entity in which the Defendants have a controlling interest. You are also not part of the Class if you are a person or entity that purchased VSL#3 exclusively for resale to a consumer. Finally, you are also not included in the Class if you are a judge assigned to hear any aspect of this litigation, or the judge's staff or immediate family, or you are Class Counsel, their staff members, or immediate family.

How can I participate in the Settlement? Upon submission of a valid claim form, Class Members may receive $20 per unit of VSL#3 that they purchased. The per-unit amounts paid for valid claims may be adjusted based on the volume of claims received. A unit is a bottle or box of VSL#3; multiple bottles in a multipack each count as a unit. Class members who do not have proof of purchase will be limited to submitting a claim for one (1) unit purchased per household. Class members with proof of purchase may seek a settlement benefit for the greater of (3) units of VSL#3 or the total number of units of VSL#3 for which they submit proof of purchase. Class members with proof of purchase may receive a per-unit claim amount up to a maximum of 40 units in total, or $800, subject to *pro rata* adjustments.

The deadline to submit a claim is **[DATE]**.

Because you received this notice, that means that Class Counsel has obtained records of sales of VSL#3 from Defendants and certain retailers, which counts as proof of purchase. You can submit the claim code with your claim, and that claim code counts as proof of purchase for the number of units that the records reflect that you purchased. If you have proof of purchase for purchases that do not appear when you enter the claim code, then you may submit such proof to obtain a greater benefit.

How can I exclude myself from the Settlement? If you decide to ask to be excluded from the Settlement, you must either complete an online exclusion form available at www.vsl3lawsuit.com or send an "Exclusion Request" in the form of a letter sent by U.S. mail, stating that you want to be excluded from *Starr v. VSL Pharmaceuticals, Inc.* A sample exclusion request form is available on the website linked below.

How do I object to the Settlement? If you wish to object to the Settlement, you must file documents explaining the basis of your objection. Your objection must be filed with the Court, with copies sent to Class Counsel. Addresses for each and further directions for objecting to the Settlement are available on the settlement website or by calling the toll-free number below.

Exclusion requests and objections must be completed or mailed **by ____, 2026** [105 days from the date of the preliminary approval order].

How can I obtain more information? Detailed information on how to submit a claim, exclude yourself from the settlement, or object to the settlement is available on the settlement website, www.vsl3lawsuit.com, or by calling [Toll-Free Number to be Inserted].

EXHIBIT 7

Legal Notice

If you bought the probiotic VSL#3 between June 1, 2016, and June 19, 2019 (the "Class Period"), your rights may be affected by a pending class action lawsuit. A federal court has authorized this notice.

Your legal rights are affected whether you act or do not act. Please read this notice carefully because it explains decisions you must make and actions you must take now.

A $20 million Settlement has been reached in a class action lawsuit. The Plaintiffs in this lawsuit are purchasers of VSL#3 between June 1, 2016, and June 19, 2019 (the "Class Period").

What is this lawsuit about? Defendants are companies that licensed, marketed, and sold VSL#3 during the Class Period. Plaintiffs claim that Defendants falsely represented to consumers that the formulation of the probiotic VSL#3 that Defendants sold during the Class Period had been proven in clinical tests to be effective for certain medical conditions. Plaintiffs claim that consumers who purchased VSL#3 during the Class Period overpaid for the product. Defendants dispute Plaintiffs' allegations. It has not been determined in court whether Plaintiffs are correct.

Am I part of this Settlement? You are a Member of the Class if you purchased VSL#3 in the United States between June 1, 2016, and June 19, 2019. However, you are not in the Class if you are an officer or director of Defendants Alfasigma, Leadiant, or VSL, or their parents, subsidiaries, affiliates, or any entity in which the Defendants have a controlling interest. You are also not part of the Class if you are a person or entity that purchased VSL#3 exclusively for resale to a consumer. Finally, you are also not included in the Class if you are a judge assigned to hear any aspect of this litigation, or the judge's staff or immediate family, or you are Class Counsel, their staff members, or immediate family.

What does the settlement provide? In exchange for dismissal of the litigation and release of claims against Defendant as detailed in the Settlement Agreement, available on the settlement website (www.vsl3lawsuit.com), Defendants have agreed to pay $20 million to create a settlement fund. After deducting any Court-approved costs for notice to Class Members, costs for administration of the Settlement, attorneys' fees and expenses, and a service award to the class representatives, the funds remaining will be available to be distributed to Class members who submit a timely and valid claim form.

How will settlement benefits to Class Members be calculated? Upon submission of a valid claim form, Class Members may receive $20 per unit of VSL#3 they purchased, subject to potential adjustment of the per-unit benefit based on the volume of claims received and the amount available to pay claims. A unit is a bottle or box of VSL#3; multiple bottles in a multipack each count as a unit. Class members who do not have proof of purchase will be limited to submitting a claim for one (1) unit purchased per household. Class members with proof of purchase may seek a settlement benefit for the greater of (3) units of VSL#3 or the total number of units of VSL#3 for which they submit proof of purchase. Class members with proof of purchase may receive a per-unit claim amount up to a maximum of 40 units in total, or $800, subject to *pro rata* adjustments.

What are my options?

Submit a claim. To receive the cash benefit described in this notice, you must submit a claim form by mail or online at www.vsl3lawsuit.com.

Ask to be Excluded. Get out of this lawsuit. Get no benefits from it. Keep your independent right to sue the Defendants yourself. For more information on how to exclude yourself, please visit www.vsl3lawsuit.com.

Object. Write to the Court and the lawyers for both sides if you do not like the Settlement. The Court will consider your objection in determining whether to approve the Settlement. For more information on how to object to the Settlement, please visit www.vsl3lawsuit.com.

Do Nothing. Remain in the Settlement and receive no cash benefit. Give up your rights to sue Defendants regarding the issues resolved by the Settlement.

When will the Court decide whether to approve the Settlement? The Court has set a hearing at _:__ _.m. on _________, at the United States District Court for the District of Maryland, 6500 Cherrywood Lane, Greenbelt, MD 20770. The hearing may be moved to a different date or time without further notice. The settlement website will be updated with any changes in date or time. Please check the settlement website regularly if you plan to attend to ensure you show up on the correct date and time. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider Class Counsel's application for attorneys' fees and expenses and for an incentive award to the class representative. After the hearing, the Court will decide whether to grant final approval of the Settlement.

Do I have a lawyer in this case? The Plaintiffs and the Class in this case are represented by the following lawyers at the following law firms:

Jeremy W. Schulman and Jeffrey S. Gavenman of Hughes Hubbard & Reed, whose offices are at 1775 I Street, N.W. in Washington, D.C. 20006. More information about Hughes Hubbard & Reed is available at https://www.hugheshubbard.com/.

Edward F. Haber, Michelle H. Blauner, Ian J. McLoughlin, and Patrick J. Vallely of Shapiro Haber & Urmy LLP, whose offices are located at One Boston Place, Suite 2600, Boston, MA 02108. More information about Shapiro Haber & Urmy LLP is available at https://www.shulaw.com.

These lawyers are referred to as "Class Counsel." They may be reached by calling [Toll-Free Number to be Inserted] or email at [Email address to be inserted].

Is more information available?

You can find more information about this case on the website www.vsl3lawsuit.com, which contains the Settlement Agreement, public versions of key filings in this case, and further information related to the Settlement. If you have any questions about this class action notice or this case, you should contact one of the Class Counsel identified above, who will be pleased to answer your questions. There would be no cost or obligation to you. Alternatively, you may also contact the Settlement Administrator at [Toll-Free Number to be Inserted] or by email at info@vsl3lawsuit.com.

EXHIBIT B
TO THE HABER DECLARATION –
<u>SHAPIRO HABER & URMY, LLP'S FIRM RESUME</u>

SHAPIRO HABER & URMY LLP

With over 40 years of experience litigating, trying, and winning multimillion dollar cases across the country, Shapiro Haber & Urmy LLP ("Shapiro Haber & Urmy"), a Boston-based boutique litigation firm, has long been a national leader in the field of complex, high-stakes litigation. Each of our attorneys has the educational background, expertise, and creativity to litigate against the largest, most prominent law firms in the country – and win. Unlike many other law firms in which only a few, if any, of the lawyers have actually tried a case to conclusion, our lawyers have successfully tried dozens of cases to verdict and have obtained outstanding results for our clients when efforts to reach a negotiated settlement have failed. As a result, we approach each case – large or small – with the expectation that it may be tried, and with the rigor and attention to detail that excellent trial preparation requires.

Partners Edward Haber and Michelle Blauner were named Massachusetts Super Lawyers in every year from 2006 forward. Counsel Thomas Urmy, Jr. was named a Massachusetts Super Lawyer Counsel in every year from 2006 to 2020 and Thomas Shapiro was named a Massachusetts Super Lawyer in every year from 2006 through 2017. Attorneys Haber, Shapiro, and Urmy were recognized as Top Rated Litigators by *The American Lawyer* in 2016 and attorney Blauner was recognized as one of the top 50 women lawyers in Massachusetts in from 2011 to 2013. Partner Ian McLoughlin was named a Massachusetts Rising Star from 2009 through 2015, and a Massachusetts Super Lawyer from 2016 forward. Partner Patrick Vallely was named a Massachusetts Rising Star from 2013 through 2020, and a Massachusetts Super Lawyer from 2021 forward. The firm has consistently been awarded the "AV" rating by Martindale-Hubbell, which is given only to firms that have earned a very high measure of professional esteem and have adhered to the highest ethical standards.

The firm's commitment to success in high-stakes, high-profile litigation is matched by its commitment to providing access to quality legal representation on a pro bono or reduced-fee basis to low-wage individuals who otherwise might not be able to afford legal help. Our attorneys have represented low-wage workers in the fields of hospitality, janitorial services, and retail, in actions seeking to recover unpaid wages ranging from hundreds to tens of thousands of dollars. In each of these smaller cases we incur large fees and expenses, often far in excess of the wages sought to be recovered. We believe our duty as members of the bar is to represent those who otherwise would not have any means to obtain relief in court, and we welcome that responsibility. Reflecting this commitment, in 2011 the firm received the Law Firm Award from the Political Asylum/Immigration Representation Project for its pro bono work in representing asylum seekers.

LEGAL PROFESSIONALS

PARTNERS

Edward F. Haber, Partner

- 1966, B.A., Cornell University
- 1969, J.D. *cum laude*, Harvard Law School

Michelle H. Blauner, Partner

- 1983, B.A. *with highest distinction*, Cornell University
- 1986, J.D. *cum laude*, Harvard Law School

Ian J. McLoughlin, Partner

- 1997, B.A. *cum laude*, Gonzaga University
- 2000, J.D. *magna cum laude*, Boston University School of Law

Patrick J. Vallely, Partner

- 2002, B.A. *magna cum laude*, University of Dayton
- 2005, J.D. *with honors*, University of Chicago Law School

COUNSEL

Thomas V. Urmy, Jr., Counsel

- 1960, B.A. *cum laude*, Amherst College
- 1964, L.L.B., Yale Law School

Thomas G. Shapiro, Counsel

- 1965, B.A. *magna cum laude*, Harvard College
- 1969, J.D. *cum laude*, Harvard Law School

JUDICIAL RECOGNITION

- "Given their representation of the lead plaintiffs to date… Shapiro Haber & Urmy LLP, with substantial experience with securities class action litigation, [is] adequate to serve as class counsel." *In re AVEO Pharm., Inc. Sec. Litig.*, (D. Mass.)
- Shapiro Haber & Urmy litigated "with considerable skill and experience" and demonstrated "excellent lawyering." *Kenney v. State St. Corp.* (D. Mass.)
- Shapiro Haber & Urmy is "highly skilled" and has "significant class action experience." *Arnett v. Bank of Am., N.A.* (D. Or.).
- "Shapiro Haber & Urmy is an eleven-lawyer firm with a national reputation for litigating a variety of national class actions." *Davis v. Footbridge Eng'g Servs., LLC* (D. Mass.).
- "I think that [Shapiro Haber & Urmy] has done an excellent job on this and makes my job much, much easier." *Olmeda v. AM Broadband, LLC*, (D. Mass.)
- "[Shapiro Haber & Urmy's] skillful and zealous representation over a six-year period enabled the settling classes to obtain a favorable and certain cash recovery….The high quality of representation provided… is evident from the extensive record of this case...." *In re Merrill Lynch & Co., Inc. Research Reports Securities Litig.* (S.D.N.Y.).
- Shapiro Haber & Urmy "has broad-based experience in complex litigation, including experience in securities fraud class actions in this district and others." *Swack v. Credit Suisse First Boston* (D. Mass.).
- "I am satisfied that [Shapiro Haber & Urmy] will prosecute this action vigorously and will protect the interests of the absent class members." *McLaughlin v. Liberty Mutual Ins. Co.* (D. Mass.).
- Shapiro Haber & Urmy is "highly qualified both generally, and in the specific context of private class actions under the Federal securities laws." *Coopersmith, et al. v. Lehman Brothers, Inc.* (D. Mass.).
- Shapiro Haber & Urmy is "highly qualified to act as lead counsel for the Class" and "has extensive experience in prosecuting class actions, including as lead counsel." *US Trust Co. of NY v. Albert* (S.D.N.Y.).
- Shapiro Haber & Urmy "comes with a wealth of experience and skill in prosecuting class actions." *US West, Inc. v. Macallister* (D. Colo.).

QUALIFICATIONS AND EXPERIENCE

CONSUMER LITIGATION

- In *Burkhart v. Genworth Financial, Inc.*, C.A. No. 2018-0691-NAC (Del. Ch.), Shapiro Haber & Urmy represents a putative class of more than one million long-term care ("LTC") insurance policyholders, who have brought suit against Genworth Life Insurance Company ("GLIC") for fraudulent conveying more than $1.5 billion in assets to its affiliates when it terminated a capital support agreement without consideration. Plaintiffs allege that GLIC intended to defraud its LTC policyholders when it terminated the capital support agreement and that the GLIC was insolvent or undercapitalized at the time of the transaction because GLIC was left with insufficient assets to pay its expected liabilities under the policies. Shapiro Haber & Urmy successfully argued to the Delaware Chancery Court, that Plaintiffs, who had not yet made claims under their policies, had standing to sue for fraudulent conveyance. *Burkhart v. Genworth Fin., Inc.*, No. 2018-0691-JRS, 2020 Del. Ch. LEXIS 44, at *1 (Ch. Jan. 31, 2020).

- Shapiro Haber & Urmy, is liaison counsel and a member of the executive committee in *In re Evenflo Co., Inc. Marketing, Sales Practices and Product Liability Litig.*, MDL No. 1:20-md-02938-DJC (D.Mass.). Shapiro Haber & Haber represents consumers and proposed classes in various states who sued the maker of the Evenflo Big Kid booster carseat for allegedly selling the car seat with misleading advertising and safety claims, placing children weighing less than 40 pounds in grave danger during a car crash. After the district court dismissed the case for lack of standing, the First Circuit reversed and held that consumers who alleged that they overpaid for children's car seats because they relied on the manufacturer's misrepresentations about safety and testing plausibly demonstrated their standing to seek monetary relief because overpayment was a cognizable form of injury under U.S. Const. art. III, § 2, cl. 1. *Xavier v. Evenflo Co. (In re Evenflo Co.)*, 54 F.4th 28 (1st Cir. 2022)

- Shapiro Haber & Urmy represents Janice Magliacane, in *Magliacane v. City of Gardner*, 1785-CV0-2005 (Mass. Super. Ct.). She brought a class action against the City relating to its sale and delivery of corrosive water to its residents that led to corrosion of copper heating coils in residents' hot water heaters. On appeal from the trial court's dismissal of the case, the Supreme Judicial Court ruled for the first time that a class action could be brought under the Massachusetts Torts Claim Act and that the statute does not require that each individual class member provide written notice of their claim. The SJC also held for the first time that fraudulent concealment tolls the presentment requirement under the MTCA. *Magliacane v. City of Gardner*, 483 Mass. 842 (2020). On December 28, 2022, the Superior Court certified the Class under Mass. R. Civ. P. 23.

- In *Lee v. Conagra Brands, Inc.*, No. 1:17-cv-11042-RGS (D. Mass.), Shapiro Haber & Urmy represented a class of consumers under the Massachusetts consumer protection Act for claims arising from Conagra's deceptive marketing of Wesson Oil as "100% Natural," when the oil in fact contained genetically modified organisms. Shapiro Haber & Urmy successfully appealed the district court's dismissal of those claims, obtaining a landmark decision from the First Circuit holding that claims relating to “natural” advertising are not preempted by federal law and clarifying the applicable pleading standard for injury and damages under the Massachusetts Consumer Protection Act. *Lee v. Conagra Brands, Inc.*, 958 F.3d 70 (1st Cir. 2020). The case settled upon remand.

- In *Starr v. VSL Pharmaceuticals, Inc.*, No. 8:19-cv-02713-TDC (D. Md.), Shapiro Haber & Urmy serves as co-lead counsel representing consumers in a number of states asserting violations of the federal RICO statute, various state consumer protection acts, and common law relating to the defendants' deceptive marketing and sale of the medical probiotic food VSL#3. Plaintiffs claim that the defendants, the owners and distributors of VSL#3, defrauded consumers into believing a new formulation of VSL#3 sold after May 2016 was the same as the original clinically tested formulation of VSL#3 sold prior to that time, when in reality it was not. The claims are on behalf of certified nationwide and statewide classes of consumers who purchased VSL#3 from June 2016 to the present. Shapiro Haber & Urmy successfully defeated defendants' motion to dismiss on December 28, 2020, including with respect to the federal RICO claim, and the case has been vigorously litigated since that time, including Plaintiffs’ successful motion for class certification.

- In *Levine v. Volvo Cars of North America, LLC*, No. 2:18-cv-03760-CCC-JBC (D.N.J.), Shapiro Haber & Urmy is the lead counsel representing a class of owners and lessees of certain model year Volvo XC90s, asserting claims against Volvo for consumer deception and breach of warranty relating to Volvo's deceptive marketing of its XC90 vehicles as being compatible with Android Auto. Shapiro Haber & Urmy successfully defeated an attempt at the dismissal of the case on the pleadings, resulting in an important decision relating to the pleading standards for consumer deceptions claims, the requirements of substantive state consumer protection law, and defense strategies of "picking off" class representatives. Levine v. Volvo Cars of N. Am., LLC, No. 18-cv-03760, 2022 U.S. Dist. LEXIS 145525 (D.N.J. Aug. 12, 2022).

- In *Jones v. Google, LLC*, No. 5:19-cv-07016-BLF (N.D. Cal.), Shapiro Haber & Urmy represents a class of children, the personal information of whom Google, Youtube, and various Youtube content creators unlawfully collected and used for their own commercial purposes in violation of state law, when children accessed child-specific areas of Youtube. The case involves cutting-edge issues of online privacy and the online protection of minors from improper commercial exploitation. After the district court dismissed the case on preemption grounds, the plaintiffs successfully appealed the district court's decision to the Ninth Circuit, resulting in an important decision regarding the preemption of consumer protection claims. Jones v. Google LLC, 56 F.4th 735 (9th Cir. 2022). That decision clarifies that state law may provide private remedies for the invasion of children's privacy, notwithstanding the existence of federal law that also addresses the same issues.

- In *Aspinall v. Philip Morris Cos.*, Civ. Action. No. 98-6002-H (Mass. Super. Ct.), Shapiro Haber & Urmy represented plaintiffs in a class action against Philip Morris. The suit was brought under the Massachusetts Consumer Protection Act, M.G.L. c. 93A, and sought to recover damages from defendants on behalf of all persons who purchased Marlboro Light cigarettes in the Commonwealth of Massachusetts. The case alleged that by using words such as "Light" and "Lowered Tar and Nicotine" on the packaging of Marlboro Lights, defendants falsely represented to purchasers that the cigarettes contained and delivered lower levels of tar and nicotine to human smokers than did regular cigarettes. In October of 2001, the Superior Court certified the case as a class action. Shapiro Haber & Urmy successfully argued against defendants' appeal from the class certification decision, which was affirmed by the Supreme Judicial Court in August of 2004, *Aspinall v. Philip Morris Companies, Inc.*, 442 Mass. 381 (2004). The firm also successfully prevailed, before both the Superior Court and the Supreme Judicial Court, against Philip Morris' argument that a consumer's claims under c. 93A were preempted by federal law and the actions of the Federal Trade Commission. *Aspinall v. Philip Morris Companies, Inc.*, 453 Mass. 431 (2009). On February 19, 2016, after a five-week trial, the Court found that Philip Morris violated c. 93A, and awarded statutory damages plus prejudgment interest, totaling $15 million.

- In *Smith v. Keurig*, No. 4:18-cv-06690-HSG (N.D. Cal.), Shapiro Haber & Urmy represents a certified nationwide class of consumers who purchased Keurig coffee pods deceptively marketed and labeled as recyclable. The case concerns cutting-edge issues involving the intersection of federal regulation and state consumer protection law. After defeating a motion to dismiss in a related action, Shapiro Haber & Urmy helped procure a $10 million, non-reversionary cash settlement for Keurig consumers, for which the district court recently granted final approval.

- In *Crane v. Sexy Hair Concepts, LLC*, No. 17-10300-FDS (D. Mass.), Shapiro Haber & Urmy was the lead counsel representing a nationwide class of consumers who purchased Sexy Hair shampoos and conditioners that were deceptively marketed as being free of sulfates and salts. Shapiro Haber & Urmy defeated an attempt to dismiss the plaintiffs' claims, resulting in a decision that affirmed important principles of consumer protection law under the Massachusetts consumer protection statute. *Crane v. Sexy Hair Concepts, LLC*, 2017 U.S. Dist. LEXIS 220112 (D. Mass. Oct. 10, 2017). After Shapiro Haber & Urmy obtained that favorable decision, the case settled for a non-reversionary cash settlement of $2.33 million.

- In *Munsell v. Colgate Palmolive Co*, No. 1:19-cv-12512-NMG (D. Mass.), Shapiro Haber & Urmy represented Massachusetts and Rhode Island consumers under the Massachusetts and Rhode Island consumer protection acts relating to Colgate and Tom's of Maine's deceptive marketing of Tom's of Maine toothpaste and deodorant products as "natural" when those products in fact contain artificial, synthetic or chemically processed ingredients. Shapiro Haber & Urmy defeated the defendants' motion to dismiss and continues to litigate the case on behalf of the proposed classes. Munsell v. Colgate-Palmolive Co., 2020 U.S. Dist. LEXIS 88745 (D. Mass. May 20, 2020).
- In *Carriuolo v. General Motors, LLC*, Case No. 14-cv-61429 (S.D. Fl.), Shapiro Haber & Urmy represented a class of Florida purchasers and lessees of Cadillac CTS vehicles. The case concerned General Motors' misrepresentations that certain Cadillac CTS vehicles had obtained federal safety ratings that they had not in fact obtained. Shapiro Haber & Urmy successfully moved for certification of a class of Florida purchasers of the vehicles, which was affirmed on an interlocutory appeal by the United States Court of Appeals for the Eleventh Circuit. *Carriuolo v. GM Co.*, 823 F.3d 977 (11th Cir. 2016). That landmark decision construed Florida law and Rule 23 to reject common defense arguments against class certification, paving the way for future consumer actions under Florida's consumer protection law. After the Court of Appeals affirmed the class certification order, Shapiro Haber & Urmy procured a class settlement that provided $1,000 cash to each class member, plus a $1,000 voucher towards the future purchase of a vehicle.

- In *Perlow v. ABC Financial Services, Inc.*, 1684-CV-03611-BLS2 (Mass. Super. Ct.), Shapiro Haber & Urmy represented Matthew Perlow, who brought a class action against ABC Financial and Seas & Associates LLC alleging that certain debt collection letters sent to him and others did not contain the information required by Massachusetts debt collection law. Following over two years of litigation, Shapiro Haber & Urmy obtained a settlement of $1.8 million for the benefit of the class. The settlement resulted in monetary recovery for tens of thousands of consumers as well as sizable cy pres awards to the National Consumer Law Center and Massachusetts IOLTA.

- Shapiro Haber & Urmy served as liaison counsel in *Duncan et al. v. Nissan North America, Inc.*, 1:16-CV-12120-DJC (D. Mass.) in which they represent consumers in Oregon, Colorado, Texas, Massachusetts, North Carolina, New York, Florida, Maryland and New Jersey in connection with their purchase or lease of certain Nissan model vehicles manufactured, sold and warranted by Nissan that allegedly have a defective Timing Chain System. The case was recently settled, and the court has granted preliminary approval to the settlement, which provides consumers with various forms of relief, including an extension of the warranty coverage on their vehicles.

- Shapiro Haber & Urmy represented putative classes of plaintiffs in litigation throughout the United States, charging Bank of America with breach of contract and breach of the covenant of good faith and fair dealing in connection with the purchase of hazard and flood insurance in excess of the coverage amounts required by the mortgage agreements. In two of those cases, *Kolbe v. Bank of America*, 695 F.3d 111 (1st Cir. 2012), *en banc review granted*, and *Lass v. Bank of America*, 695 F.3d 129 (1st Cir. 2012), the Court of Appeals for the First Circuit reversed the district court's orders dismissing the claims. Shapiro Haber & Urmy successfully settled the case for $30 million.

- Shapiro Haber & Urmy represented a class of consumers in litigation in federal and state court in Florida against Homeward Residential, Inc. for breach of the covenant of good faith and fair dealing, and unfair business practices associated with its force- placed hazard insurance practices. Shapiro Haber & Urmy defeated Homeward's efforts to dismiss the case. *Martorella v. Deutsche Bank Nat'l Trust Co.*, 2013 WL 1137514 (S.D. Fla. Mar. 18, 2013). The parties settled the case for a refund of 12.5% of the force-placed insurance premiums, which was approved by the state court and is being administered.

- Shapiro Haber & Urmy represented Massachusetts consumers who sued U-Haul for attempted price fixing in violation of M.G.L. c. 93A. In reversing the dismissal of the case, the United States Court of Appeals for the First Circuit, recognized for the first time that attempted price fixing, which harms consumers, can violate Massachusetts consumer protection laws. *Liu v. Amerco*, 677 F.3d 489 (1st Cir. 2012).

- Shapiro Haber and Urmy represented a class of Massachusetts consumers who sued Southwestern Bell (doing business as Cellular One) for breach of contract and violations of M.G.L. c. 93A by overcharging consumers. After the district court decertified the class, Shapiro Haber & Urmy successfully appealed the ruling to the United States Court of Appeals for the First Circuit, which reversed. *Smilow v. Sw. Bell Mobile Sys.*, 323 F.3d 32, 34 (1st Cir. 2003). The case, thereafter, was successfully settled. Shapiro Haber & Urmy also represented consumers and business owners by prosecuting consumer class action suits against:
  - Seven Massachusetts automobile insurance companies for nonpayment of interest on arbitration awards;
  - Shell Vacation homes in connection with the sale of timeshares;
  - Starbucks for misrepresentation and overcharges in the sale of coffee;
  - Earth Friendly products for misrepresenting its products as "100% Natural" or "All Natural";
  - Building Products of Canada for selling defective roofing shingles;
  - Various health maintenance organizations for failure to pay claims of non-participating medical service providers for medical services in a timely fashion;
  - Zions First National Bank for charging and collecting excessive overdraft fees;
  - Re$ubmitIt, LLC for unauthorized fees charged for insufficient funds checks;
  - U-Haul for attempted price-fixing in violation of the Massachusetts consumer protection statute;
  - Wozo, LLC for deceptive internet marketing;
  - American Medical Security, Inc. for unfair insurance practices;
  - NVIDIA for the sale of defective products in violation of state consumer protection statutes;

- Lenovo for the sale of defective products in violation of state consumer protection statutes;
- TJX Companies, Inc. and Princeton Review related to the theft of personal and financial information of customers;
- E.I. DuPont De Nemours & Company for the potential of serious health hazards resulting from the manufacturing, sales and advertising of "Teflon";
- Gillette for engaging in deceptive marketing practices with respect to its M3P razor and blades.

CONSUMER LITIGATION APPEALS

Attorneys in our firm had principal responsibility for the brief, and presented the oral argument, in the following appeals in consumer class actions.

- *Xavier v. Evenflo Co. (In re Evenflo Co.)*, 54 F.4th 28 (1st Cir. 2022)
- *Lee v. Conagra Brands, Inc.*, 958 F.3d 70 (1st Cir. 2020)
- *Magliacane v. Gardner,* 483 Mass. 842 (2020)
- *Carriuolo v. GM Co.*, 823 F.3d 977 (11th Cir. 2016)
- *Kolbe v. BAC Home Loans Servicing, LP*, 695 F.3d 111 (1st Cir. 2012)*, vacated by Kolbe v. BAC Home Loans Servicing, LP,* 738 F.3d 432 (1st Cir. 2013) (*en banc*)
- *Downing v. Globe Direct LLC*, 682 F.3d 18 (1st Cir. 2012)
- *Liu v. Amerco*, 677 F.3d 489 (1st Cir. 2012)
- *Aspinall v. Philip Morris, Inc.*, 453 Mass. 431 (2009)
- *Good v. Altria Group, Inc.*, 501 F.3d 29 (1st Cir. 2007), *aff'd* 129 S. Ct. 528 (2008)
- *Aspinall v. Philip Morris Cos., Inc.*, 442 Mass. 381 (2004)
- *Smilow v. Sw. Bell Mobile Sys., Inc.*, 323 F.3d 32 (1st Cir. 2003)
- *Roberts v. Enterprise Rent-A-Car Co. of Boston, Inc.*, 438 Mass. 187 (2002)

SECURITIES AND DERIVATIVE LITIGATION

- In *In Re Altria Group, Inc. Derivative Litigation*, Lead Case No. 3:20-cv-00772 (DJN) (E.D. Va.), Shapiro Haber & Urmy represents shareholders of Altria in bringing derivative claims against the company arising from its ill-fated investment in Juul Labs, Inc. ("JLI"). The claims are predicated on allegations that Defendants damaged Altria by causing it to invest billions of dollars in JLI while fully aware of the catastrophic risks to Altria posed by JLI's products and business practices, including JLI's history of targeting underage consumers. The investment exposed Altria to a raft of lawsuits brought by consumers, regulators and government entities arising out of harm caused by underage e-cigarette use. Altria suffered enormous financial, reputational, and legal-regulatory damage, which it has acknowledged in write downs of over 90% of the value of its investment in JLI. In a creative settlement which was approved by the Court, Altria committed $117 million to fund third-party programs to prevent underage use of tobacco and existing or newly developed nicotine delivery system products, including e-vapor products. The deployment of the funds will be supervised by an independent monitor, charged with overseeing Altria's deployment of the funding commitment, and ensuring that it is directed to effective third-party underage use prevention and cessation programs. Operating together with the various additional corporate and policy commitments, this remedial package is designed to prevent recurrence of similar alleged wrongdoing and loss; lay the foundation necessary to restore Altria's credibility with regulators and investors; and contribute significantly to the public policy goal of reducing underage use of nicotine delivery systems. The settlement as in the top 5 securities settlements in 2022, and the no. 2 derivative settlement of the year.

- In *Fisher v. United States*, No. 13-608C (Ct. Fed. Cl.), and *Reid v. United States*, No. 14-152C (Ct. Fed. Cl.), Shapiro Haber & Urmy represents shareholders of Fannie Mae and Freddie Mac in bringing derivative claims against the United States arising from the government's takings of assets from both companies during the financial crisis. Shapiro Haber & Urmy successfully defended against a motion to dismiss filed by the government challenging the shareholders' claims based on jurisdictional and standing arguments. The resulting decision addressed important, previously unresolved questions concerning shareholders' standing to bring claims against the United States notwithstanding the government's role as conservator for the companies. *Fisher v. United States*, 2020 U.S. Claims LEXIS 962 (Ct. Cl. May 8, 2020); Reid v. United States, 2020 U.S. Claims LEXIS 963 (Ct. Cl. May 8, 2020).

- In *Kimson Chemical, Inc. v. Luckin Coffee, Inc.*, Index No. 651939/2020 (Part 49) (N.Y. Supreme Court), Shapiro Haber & Urmy is counsel in a putative class action brought by Kimson Chemical, Inc., under the Securities Act of 1933 against Luckin Coffee Inc., certain officers and directors of Luckin, and underwriters relating to allegedly negligently prepared and materially false and misleading Registration Statements and Prospectuses in connection with Luckin Coffee's IPO in 2019 and Secondary Offering in 2020.

- In *Raudonis v. RealtyShares, Inc.*, 1:20-cv-10107-PBS (D. Mass.), Shapiro Haber & Urmy is lead counsel in a class action against RealtyShares, Inc., RS Lending, Inc., Navjot Athwal, Edward Forst and IIRR Management Services, LLC, on behalf of all persons who (1) purchased debt securities offered or sold by RealtyShares or RS Lending relating to loans to Franchise Growth, LLC and/or associated entities for property acquisition and construction (the "Franchise Growth Class"); or (2) who purchased debt securities offered or sold by RealtyShares or RS Lending relating to loans to Ingersoll Financial, LLC for property acquisition and repair of properties across the United States, known as the Nationwide SFR Packages. The action brings claims under federal and state securities laws and the common law relating to alleged misrepresentations made in connection with the debt securities at issue.

- In *In re Fitbit, Inc. Stockholder Derivative Litigation*, No. 2017-0402-JRS (Del. Ch. Ct.), Shapiro Haber & Urmy represented shareholders in a derivative lawsuit on behalf of Fitbit, Inc. arising from stock transactions in which Fitbit's officers and directors entered while in possession of material nonpublic information about the company. Shapiro Haber & Urmy defeated a motion to dismiss filed by the defendants, resulting in an important decision in the Delaware Court of Chancery affirming the adequacy of the shareholders' substantive allegations and allegations of demand futility, which built upon important information obtained through a books and records request. *In re Fitbit, Inc. S'holder Deriv. Litig.,* 2018 Del. Ch. LEXIS 571 (Ch. Ct. Dec. 14, 2018). Shapiro Haber & Urmy was then able to leverage that favorable decision to obtain a settlement on behalf of Fitbit.

- Shapiro Haber & Urmy was liaison counsel in an action brought on behalf of the Federal Home Loan Bank of Boston (the "Bank") in the Massachusetts Superior Court, arising from the sale to the Bank by numerous financial institutions of over $5.9 billion in Private Label Mortgage-Backed Securities, by means of offering documents which Plaintiffs allege were materially false and misleading. *Fed. Home Loan Bank of Boston v. Ally Fin., et. al.*, 1184CV01533-BLS1 (Mass. Super. Ct.). The Bank has sought rescission and damages under M.G.L. c. 110A, M.G.L. c. 93, and applicable common law. The Bank has resolved its claims against many of the financial institution defendants, but the claims against certain Credit Suisse entities remain pending and are expected to go to trial in 2021.

- Shapiro Haber & Urmy was at the forefront of shareholder litigation addressing the nationwide epidemic of improperly backdated stock options. The firm was lead counsel or part of the leadership team in derivative actions in both state and federal courts concerning the improper backdating (or other manipulation) of stock options granted to officers, directors, and executives of the following corporations: Affiliated Computer Services, Inc.; Cablevision Systems Corp.; Linear Technology Corp.; Maxim Integrated Products; Staples, Inc.; and UnitedHealth Group, Inc. The United Health derivative action settled for over $700 million in cash and re-priced or surrendered options – the largest derivative action options settlement on record. Other notable settlements included Maxim (approximately $38 million in cash and re-priced and surrendered options); Affiliated Computer Services (approximately $40 million in cash and re-priced and surrendered options); Cablevision (approximately $34 million in cash and other consideration); Staples (approximately $8.2 million in cash and re-priced options); Linear ($4.5 million in cash and re-priced options as well as corporate governance changes).

- Shapiro Haber & Urmy was one of the court-appointed lead counsel in the consolidated derivative action brought on behalf of the HealthSouth Corporation against its former CEO, Richard Scrushy, its other former officers and directors, and others. This action coordinated derivative actions brought on behalf of HealthSouth in the Delaware Chancery Court, the Federal District Court in Alabama, and the state court in Birmingham, Alabama. The legal team, on which Shapiro Haber & Urmy served as one of the lead counsel, obtained the following recoveries for HealthSouth: (i) summary judgment in the Delaware Chancery Court for over $17 million, *In re HealthSouth Corp. S'holders Litig.*, 845 A.2d 1096 (Del. Ch. 2003), aff'd, 847 A.2d 1121 (Del. 2004); (ii) summary judgment in the Circuit Court of Jefferson County, Alabama for over $47 million, see Tucker v. Scrushy, 2006 WL 37028 (Ala. Cir. Ct. Jan. 3, 2006), aff'd, 2006 WL 2458818 (Ala. Aug. 25, 2006); (iii) a settlement of the derivative claims against some of the officers and directors of HealthSouth for $100 million; (iv) a $133 million settlement of the derivative claims against HealthSouth's former investment advisor, uBS; and (v) a $2.8 billion dollar judgment against Mr. Scrushy after a bench trial in the Circuit Court of Jefferson County, Alabama.

- Shapiro Haber & Urmy served as liaison counsel in *Godinez v. Alere, Inc. et al.*, 1:16-

cv-10766-PBS (D. Mass.) that was brought on behalf of investors in Alere common stock relating to alleged misstatements concerning the company's INRatio product line. The case resulted in a $20 million settlement for the benefit of the class.

- Shapiro Haber & Urmy served as liaison counsel in *In re Aveo Pharmaceuticals, Inc. Sec. Litig*., 1:13-cv-11157-DJC (D. Mass.) that was brought on behalf of investors in Aveo common stock relating to alleged misstatements concerning the company's lead drug candidate, tivozanib, and regulatory communications with the United States Food and Drug Administration. The lawsuit resulted in a settlement that produced a $15 million cash payment and warrants to purchase 2 million shares of Aveo common stock at a certain strike price for the benefit of the class.

- In *In re Amicas, Inc. Shareholder Litig.,* 10-cv-0174-BLS2 (Mass. Super. Ct.), Shapiro Haber & Urmy served as liaison counsel in a shareholder action that sought to enjoin the acquisition of Amicas, Inc. by Thoma Bravo, LLC. Among other things, Plaintiffs alleged that the defendants had concealed from shareholders a superior offer to acquire Amicas from Merge Healthcare, inc. The Court enjoined the shareholder vote on Thoma Bravo's acquisition of Amicas, and Amicas was subsequently acquired by Merge Healthcare at a share price that resulted in a $26 million increase in shareholder value. The Court ruled that Plaintiffs and their attorneys had substantially assisted in obtaining the $26 million in additional value for the company's shareholders.

- Shapiro Haber & Urmy was the court-appointed co-chairman of the Plaintiffs' Executive Committee in *In re Merrill Lynch Analyst Reports Sec. Litig.*, 02-MDL-1484 (S.D.N.Y.). The firm was also court-appointed lead counsel in two of the Merrill Lynch securities analyst cases: *InfoSpace Analyst Reports Sec. Litig.*, and *Internet Capital Group Analyst Reports Sec. Litig*. The Court approved a settlement in the amount of $125 million.

- Shapiro Haber & Urmy was lead counsel in two analyst conflict of interest cases against Credit Suisse First Boston on behalf of the shareholders of Winstar Communications, Inc. and Razorfish, Inc., both of which produced multimillion-dollar recoveries. *Ahearn v. Credit Suisse First Boston (Winstar)* (D. Mass.); *Swack v. Credit Suisse First Boston (Razorfish)* (D. Mass.).

- Shapiro Haber & Urmy was on the executive committee prosecuting a securities class action alleging fraud against the former officers and auditors of now bankrupt Winstar Communications, Inc. The lawsuit also alleged that Lucent Technologies participated in the fraud. The case against the former officers settled for $18.125

million and the case against Lucent settled for $12 million. The case against the auditors settled shortly before trial in June 2013 for $10 million. *In re Winstar Commc'ns Inc. Sec. Litig.* (S.D.N.Y.).

- Shapiro Haber & Urmy represented a class of persons who had sold businesses to Waste Management, Inc. for common stock of Waste Management. The case arose from Waste Management's restatement of its financial statements. Shapiro Haber & Urmy obtained summary judgment against Waste Management as to liability for a majority of the class members. Shapiro Haber & Urmy also successfully defended defendant's appeal of the class certification order, *Mowbray v. Waste Management Holdings, Inc.*, 208 F.3d 288 (2000). The case was subsequently settled for a combination of cash and stock with a total value of $25 million.

- Shapiro Haber & Urmy was co-lead counsel in a class action alleging fraud against former officers and auditors of Actrade Financial Technologies. The case settled for $5,250,000. *In re Actrade Fin. Techs., Inc. Sec. Litig.* (S.D.N.Y.).

- Shapiro Haber & Urmy represented the Commonwealth of Massachusetts Pension Reserves Investment Trust ("PRIT") in a securities fraud action against Bear Stearns & Co., Inc. in the United States District Court for the Southern District of California. The case arose out of the sale of $81 million in subordinated debentures issued by Weintraub Entertainment Group ("WEG"), a start-up film company. In February 1987, PRIT bought $5 million in bonds from Bear Stearns, the placement agent for the issuer. WEG declared bankruptcy in 1990, and the bondholders lost virtually their entire investment. A class action was filed in San Diego against Bear Stearns and others. PRIT also filed suit in 1991, and in 1993 our action was consolidated with the class action for discovery and trial. The case was tried to a jury in San Diego in the summer of 1998. Shapiro Haber & Urmy partner Thomas V. Urmy was PRIT's trial counsel. After a four-week trial, the jury found that Bear Stearns had committed securities fraud and entered a $6.57 million verdict in favor of PRIT, representing 100% of the damages sought by PRIT at the trial. The case was subsequently settled while on appeal to the Ninth Circuit. *Pension Reserves Inv. Trust v. Bear Stearns & Co.* (S.D. Cal.).

- Shapiro Haber & Urmy represented shareholders of three ING Principal Protection Funds who brought suit alleging that the advisory fees charged are excessive and violate Section 36(b) of the Investment Company Act of 1940. The action was settled for payment by the defendants to the ING Principal Protection Funds of significant funds and a substantial reduction in investment advisory fees to be charged, which resulted in millions of dollars of future savings to the funds and their shareholders. *Price v. ING Funds Distributors, LLC* (D. Mass.).

- Shapiro Haber & Urmy was liaison counsel prosecuting a class action, pending in the United States District Court for the District of Massachusetts, alleging that State Street Bank and Trust Company breached its custodial agreements and other duties to its custodial clients in connection with a multimillion scheme to defraud committed by their investment advisor. *Handal v. State Street Corp.* (D. Mass.).

- Shapiro Haber & Urmy represented a Massachusetts bank in litigation against Merrill Lynch involving the sale of auction rate securities. *Cooperative Bank v. Merrill Lynch Pierce Fenner & Smith, Inc.* (S.D.N.Y. *remanded to* D. Mass.).

- Shapiro Haber & Urmy was one of plaintiffs' counsel in shareholder derivative litigation against Cendant Corporation, which arose from one of the largest financial frauds in American history. The case was settled for $54 million. *In Re Cendant Corp. Deriv. Action Litig*. (D.N.J.).

- Shapiro Haber & Urmy represented the Trustee of UNIFI Communications, Inc., in a breach of fiduciary duty lawsuit against its former directors, alleging that they grossly mismanaged UNIFI in the period leading up to its bankruptcy, causing UNIFI's insolvency to deepen. Shapiro Haber & Urmy recovered $3.95 million for UNIFI and its creditors. *Ferrari v. Ranalli* (D. Mass.)

- Shapiro Haber & Urmy represented shareholders of EcoScience Corp. in a breach of fiduciary duty lawsuit against its former directors, arising out of the merger between EcoScience and Agro Power Development, Inc. The case, brought in the Delaware Chancery Court, charged that the merger was accomplished by means of a false proxy statement and resulted in the payment of an unfair price to EcoScience shareholders. Shapiro Haber & Urmy recovered $2 million for EcoScience's shareholders. *Smalley v. DeGiglio* (Del. Ch.).

- Shapiro Haber & Urmy represented shareholders in a class action alleging securities violations in connection with a secondary offering of Digital Equipment Corp. securities. After dismissal by the District Court, partner Thomas Shapiro successfully argued the appeal to the First Circuit in *Shaw v. Digital Equipment Corp.*, 83 F.3d 1194 (1st Cir. 1996). The case was settled for $5.2 million.

- Shapiro Haber & Urmy has recovered substantial settlements for defrauded shareholders by prosecuting securities class action suits on behalf of shareholders of, *inter alia*: Bank of New England Corp. ($6.5 million); Bank of New England Corp. bondholders ($8.4 million); Biopure Corp. ($10 million); Centennial Tech., Inc. (stock and cash with a value of approximately $20 million); Inso Corp. ($12 million); Kendall Square Research Corp. (cash, stock, and warrants, with a total value of approximately $17 million); Kurzweil Applied Intelligence, Inc. ($9.625 million); Lotus Dev. Corp. ($7.5 million); MicroCom, Inc. ($6 million); Molten Metal Tech., Inc. ($11.85 million); Monarch Capital Corp. ($5 million); Open Environment Corp. ($6 million); Pegasystems, Inc. ($5.25 million); Picturetel Corp. ($12 million); Presstek, Inc. ($20 million); Minoco Oil and Gas Drilling Limited Partnerships ($15 million).

SECURITIES LITIGATION TRIALS

Attorneys in the firm have conducted the following jury trials in securities cases. Attorneys in the firm have also conducted numerous civil and criminal jury trials in non-securities matters.

- Mr. Urmy obtained a favorable jury verdict on behalf of the PRIT Fund in a case tried in the United States District Court for the Southern District of California.
- Messrs. Shapiro and Haber were chief trial counsel in a securities class action entitled *Fulco v. Continental Cablevision,* C.A. No. 89-1342-Y, in a three-week jury trial before Judge Young in the United States District Court in Boston. The case was brought on behalf of the limited partners in four partnerships that owned and operated cable television systems. The jury returned a verdict for the plaintiffs for approximately $4.5 million.
- Mr. Shapiro was chief trial counsel in a securities fraud class action against Polaroid Corporation in federal court in Boston, which resulted in a jury verdict with an estimated value of $30 million. A panel of the Court of Appeals for the First Circuit found error in the jury instructions and remanded the case for a new trial. Polaroid then petitioned for and received *en banc* reconsideration. Sitting *en banc*, the First Circuit reversed the judgment. *Backman v. Polaroid Corp.*, 910 F.2d 10 (1st Cir. 1990).
- Mr. Shapiro represented a business owner in a suit against a public company in Massachusetts that acquired his business in exchange for $11 million in company stock. The suit alleged that the stock price was artificially inflated as a result of false financial statements. Mr. Shapiro conducted the bench trial in 2009 against lawyers from three of the largest firms in Boston.

- Mr. Shapiro represented a customer in an NASD arbitration trial against Oppenheimer & Co. and the broker and recovered out-of-pocket losses, unrealized investment gains per a model portfolio theory, interest on the damages, and an award of attorneys' fees.
- Mr. Haber and Ms. Blauner represented one partner in a suit against another partner for breach of fiduciary duty. The case was tried to a jury in the federal court in Boston, which returned a verdict in favor of our client in the full amount of the damages sought. The verdict was affirmed on appeal. *Wartski v. Bedford*, 926 F.2d 11 (1st Cir. 1991).
- Mr. Shapiro was co-trial counsel for a defendant in a jury-waived trial on an indictment for fraud in the sale of securities, filing false financial statements, and conspiracy. Mr. Shapiro was also on the brief in the appeal from that conviction. *United States v. Lieberman*, 608 F.2d 889 (1st Cir. 1979).

SECURITIES LITIGATION APPEALS

Attorneys at Shapiro Haber & Urmy had principal responsibility for the brief and presented the oral argument in the following appeals in securities cases.

- *In re PolyMedica Corp. Sec. Litig.*, 432 F.3d 1 (1st Cir. 2005)
- *Lentell v. Merrill Lynch & Co., Inc.*, 396 F.3d 161 (2d Cir. 2005)
- *Geffon v. Micrion Corp.*, 249 F.3d 29 (1st Cir. 2001)
- *Mowbray v. Waste Mgmt.*, 203 F.3d 288 (1st Cir. 2000)
- *Wells v. Monarch Capital Corp.*, 129 F.3d 1253 (Table) (1st Cir. 1997)
- *Alpha Group Consultants Ltd. v. Bear Stearns*, 119 F.3d 5 (Table) (9th Cir. 1997)
- *Glassman v. Computervision, Inc.*, 90 F.3d 617 (1st Cir 1996)
- *Shaw v. Digital Equip. Corp.*, 82 F.3d 1194 (1st Cir. 1996)
- *Wartski v. Bedford*, 926 F.2d 11 (1st Cir. 1991)
- *Backman v. Polaroid Corp.*, 910 F.2d 10 (1st Cir. 1990)
- *Roeder v. Alpha Indus., Inc.*, 814 F.2d 22 (1st Cir. 1987)
- *Frishman v. Maginn*, 75 Mass. App. Ct. 103 (2009)
- *Wolf v. Prudential-Bache Sec., Inc.*, 41 Mass. App. Ct. 474 (1996)
- *Kessler v. Sinclair,* 37 Mass. App. Ct. 573 (1994)

ANTITRUST LITIGATION

- Shapiro Haber & Urmy played a leading role as a member of the Plaintiffs' Steering Committee in *In re Plasma Derivative Protein Therapies Antitrust Litig.*, C.A. No. 09- cv-07666 (N.D. Ill.), successfully defeating three lengthy and substantial motions to dismiss in that case. This was a complex, nationwide putative class action against manufacturers of plasma protein derivative therapies, which are proteins used to treat seriously ill patients across the United States. The action, filed on behalf of all direct purchasers of plasma-derivative protein therapies, alleged that plasma manufacturers agreed to restrict supply and therefore increase prices. In deciding to appoint the firm to its leadership position, the Court highlighted Shapiro Haber & Urmy's extensive experience litigating complex class actions. The case recently settled for $128 million.

- Shapiro Haber & Urmy represented several of the nation's largest bedding manufacturers and licensers as plaintiffs in *In re Polyurethane Foam Antitrust Litig.*, C.A. No. 10-md- 02196 (N.D. Ohio). Plaintiffs alleged that Defendants and their co-conspirators contracted, combined, or conspired to fix, raise, maintain, and/or stabilize prices and allocate customers for polyurethane foam in the United States.

- Shapiro Haber & Urmy was part of the Executive Committee in *In Re: Nexium (Esomeprazole) Antitrust Litig*., C.A. No. 12-md-02409 (D. Mass.), representing a putative class of consumers and third-party payors who purchased or paid for Nexium products. Plaintiffs allege that Defendants conspired and entered into anticompetitive agreements designed to shield Defendant AstraZeneca and its brand name drug, Nexium, from competition with generic, lower-priced versions of the drug.

- Shapiro Haber & Urmy assisted in the representation of a certified class of dairy farmers in the Northeastern United States who allege that the defendants unlawfully monopolized and fixed the prices that they paid dairy farmers for their milk and unlawfully allocated markets. The defendants included Dairy Farmers of America, Inc., Dairy Marketing Services, LLC, and Dean Foods Company. The Court approved a settlement between Plaintiffs and Defendant Dean Foods Company that provided for $30 million in settlement funds. The case is *Allen v. Dairy Farmers of America, Inc., et al*.,C.A. No. 09-cv-230 (D. Vt.).

- In *In re: Automotive Parts Antitrust Litig*., Master File No. 12-md-02311 (E.D. Mich.), Shapiro Haber & Urmy represented a putative class of indirect purchasers of various auto parts. The action alleges that Defendants fixed and maintained the prices at which such parts were sold.
- In *In re Optical Disk Drive Products Antitrust Litig*., C.A. No. 10-md-2143 (N.D. Cal.), Shapiro Haber & Urmy represented purchasers of optical disc drives, as well as products containing optical disc drives, including DVD players, computers, and other electronic devices. The action alleges that Defendants and their co-conspirators fixed and maintained an artificial price at which optical disc drives, as well as products containing optical disc drives, were sold in the United States.
- Shapiro Haber & Urmy was appointed Vice Chair of the Executive Committee representing the class of direct purchasers in *In re Marine Products Antitrust Litig.*, C.A. No. 10-cv-2319 (C.D. Cal.) (continuing as *Ace Marine Rigging & Supply, Inc. v. Virginia Harbor Services, Inc., et al.*, C.A. No. 11-cv-00436 (C.D. Cal) and *Board of Commissions of the Port of New Orleans v. Virginia Harbor Services, Inc., et al.*, C.A. No. 11-cv-004367 (C.D. Cal)). The firm represented a class of direct purchasers of several products used in the marine industry to protect vessels, docks, and piers. The class action alleged that manufacturers of these marine products collaborated to rig bids and divide the market in order to avoid competition and maximize profits.

WHISTLEBLOWER ACTIONS

Shapiro Haber & Urmy has handled a number of whistleblower cases over the years, including under the federal False Claims Act and pursuant to the Securities and Exchange Commission's ("SEC") recently promulgated regulations under the Dodd-Frank Act. For example, the firm served as counsel to a whistleblower alleging that Raytheon had violated the federal False Claims Act. In addition, the firm currently represents whistleblowers in three separate matters brought pursuant to the SEC's new whistleblower program. In each of those cases, the firm is assisting the whistleblower in providing information to the SEC about possible violations of the federal securities laws by the whistleblowers' former employers.

ERISA LITIGATION

- Shapiro Haber & Urmy was lead counsel prosecuting an ERISA class actionon behalf of the participants in State Street Corporation's Salary Savings Plan against State Street Corp. and the administrators of the Plan. Plaintiff alleges that State Street breached its fiduciary duties to the Plan participants by continuing to offer State Street stock as an investment option under the Plan, when the stock was overvalued and no longer a prudent investment alternative, and that defendants made material misrepresentations about the company's foreign exchange trading revenue in communications with Plan participants who had invested in State Street stock. The case settled for $10 million. *Kenney v. State Street Corp*. (D. Mass.).

- Shapiro Haber & Urmy also was as liaison counsel prosecuting an ERISA class action in the United State District Court for the District of Massachusetts on behalf of a plan administrator of a 401(k) Plan, against Massachusetts Mutual Life Insurance Company arising out of MassMutual's receipt of revenue sharing payments from the mutual funds on its platform as kickbacks and/or a "pay to play" scheme in connection with the placing, retaining and adding the mutual funds on the menu of available funds in its 401(a) and 401(k) programs. The case settled for $10 million. *Golden Star, Inc. v. Mass Mutual Life Insurance Co.*, (D. Mass.).

- Shapiro Haber & Urmy represented former employees of Stone & Webster, Inc. to recover damages suffered by the company's retirement plans for breach of fiduciary duty under ERISA by certain former officers and directors of Stone & Webster who were fiduciaries of the plans when they continued to offer Stone & Webster stock as an investment option in the period before Stone & Webster filed for bankruptcy. The action settled for $8 million. *Stein v. Smith* (D. Mass.)

- Shapiro Haber & Urmy LLP's litigated a class action under ERISA relating to Aetna's Life Insurance Company's improper denial of health insurance benefits in refusing to cover medical expenses incurred from the non-hospital use of a continuous passive motion machine prescribed by the plaintiff's and class members' health care professionals to treat knee injuries. In settlement, Shapiro Haber & Urmy obtained 56%of the amount of each claim for benefits for members of the settlement class. *Jaggard v. Aetna Life Ins. Co.* (D. Mass.).

- Shapiro Haber & Urmy LLP litigated a class action under ERISA against Digital Equipment Corporation and John Hancock Life Insurance Company arising out of Digital's decision to refund surplus life insurance premiums to current company employees but not to former company employees. Shapiro Haber & Urmy represented a class of former Digital Equipment employees who were participants in the life insurance plan, and who maintained that Digital Equipment had discriminated against its former employees who had paid excessive premiums under the life insurance plan. Shapiro Haber & Urmy LLP successfully settled and obtained a multimillion-dollar settlement for the class. *Michniewich v. Digital Equipment Corp*. (D. Mass.).

WAGE AND HOUR LITIGATION

Shapiro Haber & Urmy represents Pepperidge Farm distributors in three cases originally filed in Massachusetts, California, and Illinois, in which the distributors allege that Pepperidge Farm treated them as employees while classifying them as independent contractors, thus depriving them of important benefits owed by law to employees. The cases are *Sayward v. Pepperidge Farm, Inc.*, No. 1:13-cv-12770-GAO (D. Mass.); *Alfred v. Pepperidge Farm, Inc.*, No. 2:14-cv-7086-JAK (C.D. Cal.); and *Mulhern v. Pepperidge Farm, Inc.*, No. 1:16-cv-02119 (N.D. Ill.). After obtaining certification of the California class over Pepperidge Farm's opposition, see *Alfred v. Pepperidge Farm, Inc.*, 322 F.R.D. 519 (C.D. Cal. 2017), Shapiro Haber & Urmy settled the three cases on a class-wide basis for more than $22.5 million.

Shapiro Haber & Urmy has successfully represented plaintiff employees in many wage and hour individual and class actions for employee misclassification and in actions seeking to recover overtime pay owed to them under both state and federal law. Such cases have been successfully prosecuted in federal and state courts in Massachusetts and other states, recovering millions of dollars in damages from employers such as Electronic Arts; Sony Computer Entertainment America, Inc.; Arbella Insurance Company; Liberty Mutual Insurance Company; Continental Insurance Company; USAA; Ames Department Stores, Inc.; Argenbright, Inc.; Abercrombie & Fitch; Lane Bryant, Inc.; Express; United Parcel Service; Footbridge, AM Broadband LLC; and CVS.

ATTORNEY BIOGRAPHIES

Partners:

Edward F. Haber

Mr. Haber graduated from Cornell University in 1966 and from Harvard Law School (*cum laude*) in 1969. Upon graduation from Harvard Law School, he taught at the Boston College Law School during the 1969-1970 academic year. Mr. Haber has an AV rating from Martindale-Hubbell for decades and has been named a Massachusetts Super Lawyer every year from 2006 through the present. He has also been named to the national list of Super Lawyers in the Corporate Counsel Edition for securities litigation and was recognized as a Top Rated Litigator by *The American Lawyer* in 2016. Mr. Haber is a member of the Bars of the Commonwealth of Massachusetts, the Supreme Court of the United States, the United States Courts of Appeals for the First and Seventh Circuits, and the United States District Court for the District of Massachusetts.

Michelle H. Blauner

Ms. Blauner is a 1983 graduate of Cornell University (with highest distinction) and a 1986 graduate of Harvard Law School (*cum laude*), where she was managing editor of the *Harvard Civil Rights-Civil Liberties Law Review*. Ms. Blauner is one of the leading class action litigators in Massachusetts and has been named a Massachusetts Super Lawyer in the field of Class Actions/Mass Tort in every year from 2006 through the present. She has also been recognized as one of the top 50 Woman Massachusetts Super Lawyers. Upon graduation, she became an associate at the Boston law firm of Foley, Hoag & Elliot. In 1988 she joined the firm as an associate, and she became a partner in 1993. Ms. Blauner is a member of the Bars of the Commonwealth of Massachusetts, the United States District Courts for the District of Massachusetts, and the United States Court of Appeals for the First Circuit and the Seven Circuit.

Ian J. McLoughlin

Mr. McLoughlin is a 1997 graduate of Gonzaga University (*cum laude*) and a 2000 graduate of Boston University School of Law (*magna cum laude*). He was named a Massachusetts Super Lawyer Rising Star from 2009 to 2015, and a Massachusetts Super Lawyer from 2016 to the present in the fields of class actions and business litigation. He was a litigation associate at the Boston law firm of Foley Hoag LLP from 2000 to 2007 and joined Shapiro Haber & Urmy in 2008. He became a partner in 2012. He worked as Senior Enforcement Counsel at FINRA in 2017 and 2018, and returned to Shapiro Haber & Urmy in 2019. He is a member of the Bars of the Commonwealth of Massachusetts, the United States Court of Appeals for the First Circuit, and the United States District Courts for the District of Massachusetts.

Patrick J. Vallely

Mr. Vallely is a 2002 graduate of the University of Dayton (*magna cum laude*) and a 2005 graduate of The University of Chicago Law School (*with honors*), where he was Editor in Chief of the *Chicago Journal of International Law*. He was named a Massachusetts Super Lawyer Rising Star from 2013 through 2020, and was selected a Massachusetts Super Lawyer from 2021 to the present. He was a litigation associate at the Boston law firm of Foley Hoag from 2005 to 2012 and joined Shapiro Haber & Urmy in 2012. He is a member of the Bars of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts.

Counsel:

Thomas G. Shapiro

Mr. Shapiro graduated from Harvard College (*magna cum laude*) in 1965 and from Harvard Law School (*cum laude*) in 1969. Mr. Shapiro is well known for his expertise and experience in securities litigation. He has an AV rating from Martindale-Hubbell and has been named a Massachusetts Super Lawyer numerous times, most recently in 2017. He has also been named to the national list of Super Lawyers in the Corporate Counsel Edition for securities litigation and was recognized as a Top Rated Litigator by *The American Lawyer* in 2016. He is a member of the Bars of the Commonwealth of Massachusetts, the United States District Court for the District of Massachusetts, the United States Court of Appeals for the First Circuit, and the Supreme Court of the United States.

Thomas V. Urmy, Jr.

Mr. Urmy graduated from Amherst College (*cum laude*) in 1960 and from Yale Law School in 1964. He has an AV rating from Martindale-Hubbell and has been named a Massachusetts Super Lawyer numerous times, most recently in 2019. In 2016, he was also recognized as a Top Rated Litigator by *The American Lawyer.* Mr. Urmy is a member of the Bars of the Commonwealth of Massachusetts, the United States District Courts for the District of Massachusetts and the Southern and Eastern Districts of New York, the United States Courts of Appeals for the First, Second, Third, Ninth, and District of Columbia Circuits, and the United States Supreme Court.