UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Meghan Stewart, Individually and as Next Friend to F.L.S., ***Plaintiffs*,** **v.** **Abbott Laboratories, Mead Johnson & Co. LLC, and Mead Johnson Nutrition Company,** ***Defendants.***	**Civil Action No. _____** **JURY TRIAL DEMANDED**

COMPLAINT

Plaintiffs bring this Complaint and Demand for Jury Trial (the "Complaint") against Abbott Laboratories, Mead Johnson and Co. LLC, and Mead Johnson Nutrition Company (collectively, "Defendants"). Plaintiffs allege the following upon personal knowledge as to Plaintiffs' own acts and experiences and upon information and belief, including investigation conducted by Plaintiffs' attorneys, as to all other matters.

NATURE OF THE ACTION

This action arises out of the injuries suffered by a premature infant, F.L.S. (the "Injured Infant") who was given Defendants' cow's milk-based infant feeding products. Defendants' products caused the Injured Infant to develop necrotizing enterocolitis ("NEC"), a life-altering and potentially deadly disease that largely affects premature babies who are given cow's milk-based feeding products. As a result, the Injured Infant's parent also suffered emotional distress and financial harms. Plaintiffs bring these causes of action against Defendants to recover from

injuries that are the direct and proximate result of the Injured Infant's consumption of Defendants' unreasonably dangerous cow's milk-based infant feeding products.

PARTIES

1. Plaintiff, Meghan Stewart, (the "Plaintiff Parent") is a natural person and a resident of California. Meghan Stewart is the mother of F.L.S.

2. Plaintiff, F.L.S. is a minor child who was born on December 19, 2016. F.L.S. is Meghan Stewart's child.

3. Defendant Abbott Laboratories ("Abbott") is a corporation, incorporated under the laws of the State of Illinois. Its principal place of business is in Illinois. Abbott is a manufacturer of cow's milk-based infant feeding products and markets many of its products under the "Similac" brand name.

4. Defendant Mead Johnson & Co. LLC, is a limited liability company, organized under the laws of the State of Delaware. Its citizenship is that of its sole member, Mead Johnson Nutrition Company.

5. Defendants Mead Johnson Nutrition Company and Mead Johnson & Co. LLC, (collectively, "Mead Johnson") are manufacturers of cow's milk-based infant feeding products and market many of these products under the "Enfamil" brand name.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to 28 USC §1332 because Plaintiffs are residents of California, none of the Defendants are residents of California, and the amount in controversy is over $75,000.00.

7. Venue is proper in this District because a substantial portion of the actions giving rise to this action occurred in this district and pursuant to Case Management Order No. 11 of MDL

3026 stating that any plaintiff whose case would be subject to transfer to MDL 3026 may file his or her case directly in MDL 3026 in the Northern District of Illinois. *See* Dkt. 296, Case 1:22-md-3026-RRP. Additionally, venue is appropriate in this district as a significant portion of the facts giving rise to this claim occurred in this district.

8. If not for Case Management Order No. 11, Plaintiff would have filed, and venue is proper, in the United States District Court for the Eastern District of California.

FACTUAL ALLEGATIONS

F.L.S.'s NEC Diagnosis

9. F.L.S. was born prematurely at UC Davis Children's Hospital in Sacramento, California on December 19, 2016.

10. F.L.S. was born at 33 weeks and 0 days gestational age.

11. F.L.S.'s birth weight was 2 pounds and 10 ounces.

12. F.L.S. was transferred to the NICU immediately after birth.

13. On information and belief, F.L.S. was fed either Abbott's Similac and/or Mead Johnson's Enfamil cow's milk-based formula starting on January 10, 2017.

14. F.L.S.'s onset of severe NEC began on January 12, 2017.

15. F.L.S.'s medical interventions included multiple surgeries including bowel resections, jejunostomy, mucous fistula creation, and laparoscopic gastrostomy insertion, and extensive use of antibiotics and blood transfusions.

16. To this day, F.L.S. continues to suffer from injuries related to the NEC diagnosis.

Cow's Milk-Based Feeding Products Are Known To Cause NEC

17. NEC is a devastating disease that is the most frequent and lethal gastrointestinal disorder affecting preterm infants. NEC is characterized by inflammation of the intestinal tract,

abnormal gas patterns in the intestinal walls, and often perforation of the intestinal wall. NEC frequently results in long-term sequelae including neurodevelopmental injury, gastrointestinal problems, and general failure to thrive. Up to thirty percent of NEC-diagnosed infants die from the disease.

18. Preterm and low-birth-weight infants are especially susceptible to NEC because of their underdeveloped digestive systems. Extensive scientific research, including numerous randomized controlled trials, has confirmed that cow's milk-based feeding products cause NEC in preterm and low-birth-weight infants, which in turn may lead to other medical complications, surgeries, long-term health problems, and death.

19. For example, in one randomized, multicenter study of 926 preterm infants, NEC was ***six to ten*** times more common in exclusively cow's milk formula-fed babies than in exclusively breast milk-fed babies and ***three times*** more common in babies who received a combination of formula and breast milk. For babies born at more than 30 weeks gestation, NEC was ***20 times more common*** in those only fed cow's milk formula than in those fed breast milk.

20. Another randomized controlled trial showed that preterm babies fed an exclusive breast milk-based diet were ***90% less likely*** to develop surgical NEC (NEC that requires surgical treatment), compared to preterm babies fed a diet that included some cow's milk-based products.

21. Yet another study that analyzed the data from a 12-center randomized trial concluded that fortification of breast milk with a cow's milk-based fortifier resulted in a 4.2-fold increased risk of NEC and a 5.1-fold increased risk of surgical NEC or death, compared to fortification with a breast milk-based fortifier.

22. A Surgeon General report, *The Surgeon General's Call to Action to Support Breastfeeding*, warns that, "for vulnerable premature infants, formula feeding is associated with

higher rates of necrotizing enterocolitis." The report also states that premature infants who are not breastfed are ***138% more likely*** to develop NEC.

23. The American Academy of Pediatrics, "an organization of 67,000 pediatricians committed to the optimal physical, mental, and social health and well-being for all infants, children, adolescents, and young adults," has advised that ***all*** premature infants should be fed either their mother's milk or, if their mother's milk is unavailable, pasteurized human donor milk. This recommendation is based on the "potent benefits of human milk," including "lower rates of . . . NEC."

24. A multicenter, randomized, controlled trial found that premature and low-birthweight infants fed an exclusive breast milk-based diet suffered NEC only 3% of the time while premature and low-birth-weight infants receiving cow's milk-based formula suffered NEC ***21% of the time***.

25. Another study conducted a randomized comparison of extremely preterm infants who were given either (a) a diet of breast milk fortified with a breast milk-based fortifier or (b) a diet containing variable amounts of cow's milk-based products. The babies given exclusively breast milk products suffered NEC 5% of the time. The babies given cow's milk products suffered NEC 17% of the time.

Safer, Nutritionally Superior Alternatives To Cow's Milk-Based Products Exist

26. A range of options are available that allow preterm and low-birth-weight infants to be fed exclusively human milk-based nutrition. For example, in addition to the mother's own milk, an established network delivers pasteurized donor breast milk to hospitals nationwide. Moreover, hospitals have access to shelf-stable formula and milk fortifiers derived from pasteurized breast milk.

27. A diet based exclusively on breast milk and breast milk fortifiers provides all the nutrition necessary to support premature and low-birth-weight infants without the elevated risk of NEC associated with cow's milk-based products. For example, in a study analyzing preterm infants who were fed an exclusive breast milk-based diet until they reached 34 weeks, all 104 infants exceeded standard growth targets and met length and head-circumference growth targets, demonstrating that infants can achieve and mostly exceed targeted growth standards when receiving an exclusive breast milk-based diet. This is particularly true given the ability of breast milk-based fortifiers to provide the additional nutritional supplements necessary for adequate growth while receiving the protective benefits of a breast milk diet.

28. Defendants' products not only pose a threat to infants' health, but also displace the breast milk they could otherwise receive. This displacement only increases infants' vulnerability to NEC, as studies show that breast milk protects against the disease. For example, a study analyzing 1,587 infants across multiple institutions concluded that an exclusive breast milk-based diet is associated with significant benefits for extremely premature infants and that it produced no feeding-related adverse outcomes.

29. For the above reasons, experts acknowledge that breast milk is the best source of nutrition for preterm infants and those at risk for NEC. Breast milk-based nutrition nourishes infants while creating a significantly lower risk of NEC.

30. At the time the Injured Infant was fed Defendants' products, the science clearly demonstrated to Defendants that these products cause and greatly increase the likelihood that a baby will develop NEC, leading to severe injury and often death.

31. Despite the scientific consensus that Defendants' cow's milk-based products

present a dire threat to the health and development of preterm infants, Defendants have made no changes to their products or the products' packaging, guidelines, instructions, or warnings. Instead, Defendants have continued to sell their unreasonably dangerous products to unsuspecting parents and healthcare providers, generating huge profits as a result.

Defendants' False And Misleading Marketing Regarding Cow's Milk-Based Infant Products

32. Defendants have aggressively marketed their cow's milk-based products as medically endorsed and nutritionally equivalent alternatives to breast milk, including prior to the Injured Infant's birth.

33. Defendants' marketing approach includes targeting the parents of preterm infants while they are still in the hospital with messages that Defendants' cow's milk formulas and fortifiers are necessary for the growth and development of their vulnerable children. Often these tactics implicitly discourage mothers from breastfeeding, which reduces the mother's supply of breast milk. None of Defendants' marketing materials, including their promotional websites, reference the science showing how significantly their products increase the risk of NEC.

34. Numerous studies have shown the detrimental impact of formula advertising on the rates of initiation and continuation of breastfeeding, including studies that show that as "hand feeding" (non-breastfeeding) advertisements increase, reported breastfeeding rates decrease in the following year.

35. Undoubtedly aware of the impact of their advertising, Defendants, along with other formula manufacturers, are willing to spend massive sums to disseminate their message, with one study estimating that formula manufacturers collectively spent $4.48 billion on marketing and promotion in 2014 alone.

36. Recognizing the abuse and dangers of infant formula marketing, in 1981, the World Health Assembly—the decision-making body of the World Health Organization— developed the International Code of Marketing of Breast-milk Substitutes ("the Code"), which required companies to acknowledge the superiority of breast milk, the negative effect on breastfeeding of introducing partial bottle-feeding, and the difficulty of reversing the decision not to breastfeed. The Code also forbade advertising or other forms of promotion of formula to the general public, as well as providing sample 0 to mothers or members of their families.

37. While Defendants acknowledge the Code on their websites and claim to support the effort to encourage mothers to breastfeed for as long as possible, this is little more than lip service. Instead, Defendants' aggressive marketing exploits new parents' darkest fears—that the nutrition they are supplying to their child will not provide the best chance of survival—while wholly failing to warn that their products come with a significantly increased risk of NEC.

38. For example, Abbott's website, on a paged titled "Infant Formula Marketing," states: "We agree with the World Health Organization that breastfeeding provides the best nutrition for babies, and we support its goal to increase breastfeeding. We also recognize that for infants who aren't breastfed—for medical reasons or otherwise—**infant formula is the only appropriate, safe alternative** to meet babies' nutritional needs." This statement ignores the existence of donor milk, as well as human milk-based formula.

39. Abbott markets and sells multiple products specifically targeting preterm and low birth-weight infants, including Liquid Protein Fortifier, Similac NeoSure, Similac Human Milk Fortifiers, Similac Special Care 20, Similac Special Care 24, Similac Special Care 24 High Protein, and Similac Special Care 30. In advertising these products, Abbott emphasizes the products' purported ability to assist underdeveloped babies in reaching their growth targets. For example,

on the since-edited webpage regarding Similac NeoSure, Abbott noted: "Your premature baby didn't get full 9 months in the womb, so body is working hard to catch up. During first full year, feed Similac NeoSure, a nutrient-enriched formula for babies who were born prematurely, and help support development." Yet, no mention was made of the accompanying significantly increased risk of NEC. At some point, the website was edited to remove this statement. However, upon information and belief, the statement remained on the website until at least December 2020.

40. Mead Johnson markets and sells multiple products specifically targeting premature infants, including Enfamil NeuroPro EnfaCare Infant Formula, Enfamil Premature Infant Formula 24 Cal High Protein, Enfamil Premature Infant Formula 30 Cal with Iron, Enfamil Premature Infant Formula 24 Cal with Iron, Enfamil Premature Infant Formula 20 Cal with Iron, Enfamil 24 Cal Infant Formula, and Enfamil Human Milk Fortifier (acidified liquid and powder). In advertising these products, Mead Johnson emphasizes the purported similarities between its formula and breast milk, while failing to include any information about the nutritional deficits and dangers that accompany formula use. For example, the since-edited webpage for Enfamil EnfaCare stated: "Premature babies fed Enfamil® formulas during the first year have achieved catch-up growth similar to that of full term, breastfed infants" and noted that Enfamil formulas include "expert-recommended levels of DHA and ARA (important fatty acids found naturally in breast milk) to support brain and eye development."

41. One Enfamil advertisement, introducing a new product line called Enfamil NeuroPro, is entirely focused on favorably comparing Enfamil's formula to breast milk, without any mention of the product's extreme risks. Indeed, the terms "human milk" and "breast milk" are used 13 times in the advertisement, including in such statements as "for decades human milk has inspired the advancements in Enfamil formulas and now through extensive global research,

we are taking an even closer look at human milk" and "only Enfamil NeuroPro has a fat blend of MFGM and DHA previously found only in breast milk." The webpage for the product has made similar manipulative claims, stating "Enfamil is backed by decades of **breast milk research** and multiple clinical studies" and it claims that "to create our best formulas, we collaborated on some of the most extensive **breast milk studies** to date" (emphasis added).

42. Formula manufacturers have long used their relationships with hospitals and the discharge process to encourage parents to substitute formula for breast milk. They offer free formula, coupons, and even entire gift baskets to parents in hospitals, medical clinics, and residential charities where out-of-town families stay while their babies receive long-term treatment in the NICU.

43. Through this early targeting, Defendants create brand loyalty under the guise of a "medical blessing," in hopes that new parents continue to use formula after they leave the hospital, resulting in increased expense for parents, significantly increased risk for babies, and increased profit for Defendants. Defendants' gift baskets send confusing signals to mothers who are simultaneously being encouraged to breastfeed by their health care professionals, and they have been shown to negatively impact breastfeeding rates.

44. Further, when Defendants recognized a shift in the medical community towards an exclusive breast milk-based diet for premature infants, they developed "Human Milk Fortifier." The name is misleading because it suggests that the products are derived from breast milk, when, in fact, they are cow's milk-based products. One study, for example, found that only 8.8 percent of parents surveyed in the NICU interpreted "human milk fortifier" as potentially meaning a cow's milk-based product. The packaging appears as:

45. Defendants have designed powerful misleading marketing campaigns to deceive parents into believing that: (1) cow's milk-based products are safe, including for preterm infants; (2) cow's milk-based products are equal, or even superior, substitutes to breast milk; (3) cow's milk-based products are necessary for proper growth and development of preterm infants; and (4) physicians consider Defendants' cow's milk-based products to be a first choice. This marketing scheme is employed despite Defendants knowing of and failing to warn of the extreme risk of NEC and death that cow's milk-based products pose to preterm infants like the Injured Infant.

Defendants' Inadequate Warnings

46. Although Defendants promote an aggressive marketing campaign designed to convince parents that their cow's milk-based products are safe and necessary for the growth of a premature infant, their products are in fact extremely dangerous for premature infants. Enfamil and Similac products significantly increase the chances of a premature infant developing potentially fatal NEC.

47. The products Defendants' market, specifically for premature infants, are available at retail locations and online. No prescription is necessary.

48. Despite knowing of the risk of NEC, Defendants did not warn of the significantly increased risk of NEC (and resulting medical conditions, and/or death) associated with their

products, or of the magnitude of this increased risk. Defendants likewise did not provide instructions or guidance for how to avoid NEC.

49. Defendants deceived the public, parents, physicians, other medical professionals, and medical staff into believing that their products were a safe and necessary alternative, supplement and/or substitute to breast milk.

50. Despite knowing that their products were being fed to premature infants, often without the parents' informed consent, Defendants failed to require or recommend that medical professionals or hospitals inform parents of the significant risk of NEC or to require that parental consent be obtained prior to the products being fed to their babies.

Safer Alternative Designs

51. Defendants' cow's milk-based products made specifically for premature infants are unreasonably unsafe for those infants. Defendants could have used pasteurized breast milk instead of cow's milk in their products, which would have produced a safer product.

52. Prolacta Bioscience manufactures and sells breast milk-based feeding products, specifically designed for preterm infants, which contain no cow's milk. This alternative design provides all the necessary nutrition for growth and development that cow's milk-based products provide, without the same unreasonably dangerous and deadly effects.

53. On information and belief, Defendants were aware of the significantly increased risk of NEC and death associated with their cow's milk-based products, and instead of warning of the dangers, or removing them altogether, they continued to use cow's milk as the foundation of their products.

COUNT I: STRICT LIABILITY FOR DESIGN DEFECT

54. Plaintiffs incorporate by reference each of the preceding paragraphs as if fully set forth herein.

55. Defendants, as the manufacturers and/or sellers of the premature infant formula products at issue in this litigation, owed a duty to the consuming public in general, and Plaintiffs in particular, to manufacture, sell, and distribute their products in a manner that was not unreasonably dangerous.

56. Defendants also owed a duty to the consuming public in general, and Plaintiffs in particular, to manufacture, sell, and distribute their products in a manner that was merchantable and reasonably suited for the intended use.

57. Defendants knew that their products would be used to feed premature infants, like the Injured Infant, and knew (or reasonably should have known) that use of their cow's milk-based products significantly increased the risk of NEC, serious injury, and death, and that such use was therefore unreasonably dangerous to premature infants, not reasonably suited for the use intended, not merchantable, and had risks that exceeded a reasonable buyer's expectations. Nonetheless, Defendants continued to sell and market their defective products as appropriate for premature infants.

58. The Injured Infant ingested Defendants' unreasonably dangerous cow's milk-based products. The risks of feeding those products to the Injured Infant outweighed the benefits. An ordinary consumer would not expect these products to carry a significant risk of serious injury and death from NEC.

59. Defendants knew (or reasonably should have known) that breast milk-based nutrition did not carry the same risks of NEC, serious injury, and death that their products do.

60. Defendants' products contained cow's milk at the time they left the manufacturing facility.

61. Defendants did not develop a human-milk based product that was safer for premature infants and did not reformulate their products to reduce the risk of NEC, serious injury, and death, even though doing so was economically and technologically feasible and even though pasteurized breast milk was an available alternative.

62. As a further direct result, Plaintiff Parent incurred medical expenses and suffered significant emotional distress, loss of income and other harms.

COUNT II: STRICT LIABILITY FOR FAILURE TO WARN

63. Plaintiffs incorporate by reference each of the preceding paragraphs as if fully set forth herein.

64. Defendants, as the manufacturers and/or sellers of the premature infant formula products at issue in this litigation, owed a duty to the consuming public in general, and Plaintiffs in particular, to provide adequate warnings or instructions about the dangers and risks associated with the use of their products with preterm infants, specifically including but not limited to the risk of NEC, serious injury, and death.

65. Defendants' duty to warn is part of their general duty to design, manufacture, and sell their infant products in a manner that is reasonably safe for their foreseeable uses. By designing their products with cow's milk-based ingredients, Defendants undertook a duty to warn of the unreasonable risk of harm posed by those ingredients, specifically including the significantly increased risk of NEC, severe injury, and death. The failure to warn makes the products at issue in this litigation unreasonably dangerous.

66. Specifically, Defendants breached their duty to warn of the foreseeable risks of the infant products at issue in this litigation because it knew or should have known that their cow's milk-based premature infant products would be fed to premature infants like the Injured Infant, and that their products might cause those infants to develop NEC, severe injury, or death, yet it failed to provide adequate warnings of those risks. Among other risks, Defendants:

a. Failed to warn that cow's milk-based products significantly increase the risk of NEC, severe injury, and death in those babies; and/or

b. Failed to warn that cow's milk-based products are unsafe and/or contra-indicated for premature infants like the Injured Infant; and/or

c. Inserted warnings and instructions on their products that are severely inadequate, vague, confusing, and provide a false sense of security in that Defendants warn and instructs specifically on certain conditions, but it does not warn of the significantly increased risk of NEC and death; and/or

d. Failed to insert a large and prominent "black box"-type warning that their cow's milk-based products are known to significantly increase the risk of NEC and death when compared to breast milk in premature infants; and/or

e. Failed to disclose well-researched and well-established studies that linked cow's milk-based products to NEC and death in premature infants; and/or

f. Failed to insert a warning or instruction to healthcare professionals and other medical staff in the hospital that parents should be provided information necessary to make an informed choice about whether to allow their babies to be fed Defendants' products, notwithstanding their substantial risks; and/or

g. Failed to provide a warning in a method reasonably calculated or expected to reach the parents of newborns; and/or

h. Failed to provide statistical evidence showing the magnitude of increased risk of NEC in premature infants associated with cow's milk-based products.

67. Defendants' products contained cow's milk at the time they left the manufacturing facility.

68. As a direct and proximate result of Defendants' inadequate warnings and their pervasive marketing campaigns suggesting the safety and necessity of their products, the Injured Infant was fed cow's milk-based products, which caused him to develop NEC.

69. The unwarned of risks are not of a kind that an ordinary consumer would expect. Had physicians and healthcare providers known of the extreme risk associated with feeding premature infants cow's milk-based formula, they would not have fed the Injured Infant those products. Had Plaintiff Parent known of the significant risks of feeding the Injured Infant cow's milk-based formula, they would not have allowed such product to be fed to their child.

70. As a further direct result, Plaintiff Parent incurred medical expenses and suffered significant emotional distress, loss of income and other harms.

COUNT III: NEGLIGENCE

71. Plaintiffs incorporate by reference each of the preceding paragraphs as if fully set forth herein.

72. Defendants, as the manufacturers and/or sellers of the products at issue in this litigation, owed a duty to the consuming public in general, and Plaintiffs in particular, to exercise reasonable care to design, test, manufacture, inspect, and distribute a product free of unreasonable

risk of harm to users, when such products are used in their intended manner and for their intended purpose.

73. At all times relevant to this action, the Injured Infant's health care providers used the products at issue in their intended manner and for their intended purpose.

74. Defendants, directly or indirectly, negligently, and/or defectively made, created, manufactured, designed, assembled, tested, marketed, sold, and/or distributed the cow's milk based infant products at issue in this litigation and thereby breached their duty to the general public and Plaintiffs.

75. Specifically, although Defendants knew or reasonably should have known at the time of production that their cow's milk-based infant products significantly increased the risk of NEC, serious injury, and death, they failed to act in a reasonably prudent manner and breached their duty by:

a. Failing to warn that cow's milk-based products significantly increase the risk of NEC, severe injury, and death in those babies; and/or

b. Failing to warn that cow's milk-based products are unsafe and/or contra-indicated for premature infants like the Injured Infant; and/or

c. Inserting warnings and instructions that are severely inadequate, vague, confusing, and provide a false sense of security in that Defendants warn and instructs specifically on certain conditions, but do not warn of the significantly increased risk of NEC and death; and/or

d. Failing to insert a large and prominent "black box"-type warning that their cow's milk-based products are known to significantly increase the risk of NEC and death when compared to breast milk in premature infants; and/or

e. Failing to provide well-researched and well-established studies that linked cow's milk-based products to NEC and death in premature infants; and/or

f. Failing to insert a warning or instruction to healthcare professionals and other medical staff in the hospital that parents should be provided information necessary to make an informed choice about whether to allow their babies to be fed Defendants' products, notwithstanding their substantial risks; and/or

g. Failing to provide a warning in a method reasonably calculated/expected to reach the parents of newborns; and/or

h. Failing to provide statistical evidence showing the magnitude of increased risk of NEC in premature infants associated with cow's milk-based products.

76. In addition, although Defendants knew or reasonably should have known at the time of production that their cow's milk-based products significantly increased the risk of NEC, serious injury, and death, they failed to act in a reasonably prudent manner and breached their duty by failing to perform the necessary process of data collection, detection, assessment, monitoring, prevention, and reporting or disclosure of adverse outcomes in infants who ingest their products.

77. As a direct and proximate result of Defendants' failure to act in a reasonably prudent manner and their breach of duty, the Injured Infant was fed cow's milk-based products, which caused him to develop NEC.

78. Had Defendants satisfied their duties to the consuming public in general, the Injured Infant would not have been exposed to their unreasonably dangerous cow's milk-based products.

79. As a further direct result, Plaintiff Parent incurred medical expenses and suffered significant emotional distress, loss of income and other harms. Her life has been significantly affected by the Injured Infant's death.

COUNT IV: INTENTIONAL MISREPRESENTATION

80. Plaintiffs incorporate by reference each of the preceding paragraphs as if fully set forth herein.

81. At all times relevant to this action, the Injured Infant (and their caretakers) used the products at issue in their intended manner and for their intended purpose.

82. Defendants, as the manufacturers and/or sellers of the infant products at issue in this litigation, owed a duty to the consuming public in general, and Plaintiffs in particular, to provide truthful, accurate, fulsome information about the risks and benefits of using their products when used in the intended manner and for the intended purpose.

83. Defendants breached their duty through misrepresentations made to consumers, physicians, and medical staff in their advertising and promotional materials, as described in previous paragraphs and incorporated herein, each of whom were foreseeable and intended recipients of this information.

84. Specifically, upon information and belief, Defendants made the following false statements of material fact on an ongoing and repeated basis and prior to the time the Injured Infant was fed their products:

a. That their cow's milk-based products were safe and beneficial for premature infants when they knew or should have known that their products were unreasonably dangerous and cause NEC, serious injury, and death in premature infants; and/or

b. That their cow's milk-based products were necessary to the growth and nutrition of premature infants, when they knew or should have known that their products were not necessary to achieve adequate growth; and/or

c. That their products have no serious side effects, when they knew or should have known the contrary to be true; and/or

d. That cow's milk-based products were safe for premature infants; and/or

e. That cow's milk-based products were necessary for optimum growth; and/or

f. That cow's milk-based products were similar or equivalent to breast milk; and/or

g. That their products were safe and more like breast milk than other infant products and that they had removed the harmful ingredients of cow's milk when, in fact, the cow's milk in their products was still capable of causing NEC, serious injury, and death; and/or

h. That their products were based on up-to-date science, which made them safe for premature infants; and/or

i. Omitting the material fact that their products significantly increased the risk of NEC in premature infants.

85. Defendants knew or reasonably should have known those misrepresentations to be false.

86. Defendants' misrepresentations were intended to, and in fact did, induce hospitals and health care providers, including the Injured Infant's hospital and health care providers, to provide their infant products to babies, including the Injured Infant.

87. Plaintiff Parent was not aware that these misrepresentations were false and justifiably relied on them. Defendants' misrepresentations induced Plaintiff Parent to allow her child to be fed Defendants' infant products, in reliance on all the messaging they received about formula feeding, including, directly or indirectly, from Defendants' messaging. Had Defendants not committed these intentional misrepresentations, the Injured Infant would not have been exposed to their unreasonably dangerous cow's milk-based products.

88. As a direct and proximate result, Defendants' products were fed to the Injured Infant, causing her NEC and subsequent death.

89. As a further direct result, Plaintiff Parent has incurred medical expenses and suffered significant emotional distress, loss of income and other harms. Her life has been significantly affected by the Injured Infant's death.

COUNT V: NEGLIGENT MISREPRESENTATION

90. Plaintiffs incorporate by reference each of the preceding paragraphs as if fully set forth herein.

91. At all times relevant to this action, the Injured Infant used Defendants' products at issue in their intended manner and for their intended purpose.

92. Defendants, as the manufacturers and/or sellers of the products at issue in this litigation, owed a duty to the consuming public in general, and Plaintiffs in particular, to provide truthful, accurate, and complete information about the risks and benefits of using their products when used in the intended manner and for the intended purpose.

93. In the course of their business, Defendants breached their duty through misrepresentations made to consumers, physicians, and medical staff in their advertising and

promotional materials, as described in previous paragraphs and incorporated herein, each of whom were foreseeable recipients of this information.

94. Specifically, upon information and belief, Defendants made the following false statements of material fact on an ongoing and repeated basis and prior to the time the Injured Infant was fed their products:

a. That their cow's milk-based products were safe and beneficial for premature infants when they knew or should have known that their products were unreasonably dangerous and cause NEC, serious injury, and death in premature infants; and/or

b. That their cow's milk-based products were necessary to the growth and nutrition of premature infants, when they knew or should have known that their products were not necessary to achieve adequate growth; and/or

c. That their products have no serious side effects, when they knew or should have known the contrary to be true; and/or

d. That their cow's milk-based products were safe for premature infants; and/or

e. That their cow's milk-based products were necessary for optimum growth; and/or

f. That their cow's milk-based products were similar or equivalent to breast milk; and/or

g. That their products were safe and more like breast milk than other infant products and that they had removed the harmful ingredients of cow's milk when, in fact, the cow's milk in their products was still capable of causing NEC, serious injury, and death; and/or

h. That their products were based on up-to-date science, which made them safe for premature infants; and/or

i. Omitting the material fact that their products significantly increased the risk of NEC in premature infants.

95. Defendants were negligent or careless in not determining those representations to be false.

96. Defendants' misrepresentations were intended to and did in fact induce hospitals and health care providers, including the Injured Infant' hospital and health care providers, to provide their products to babies, including the Injured Infant.

97. Defendants' misrepresentations induced, and were intended to induce, Plaintiff Parent to allow their child to be fed Defendants' infant products, in justifiable reliance on all the messaging they received about formula feeding, including, directly or indirectly, from Defendants' messaging. If Defendants had not committed these negligent misrepresentations, the Injured Infant would not have been exposed to their unreasonably dangerous cow's milk-based products.

98. As a further direct result, Plaintiff Parent incurred medical expenses and suffered significant emotional distress, loss of income and other harms. Her life has been significantly affected by the Injured Infant's death.

COUNT VI: BREACH OF EXPRESS WARRANTY

99. Plaintiffs incorporate by reference each of the preceding paragraphs as if fully set forth herein.

100. At all relevant times, Defendants engaged in the business of testing, developing, designing, manufacturing, marketing, selling, distributing, and promoting their cow's milk-based

feeding products, which are defective and unreasonably dangerous to consumers, including Plaintiffs. These actions were under the ultimate control and supervision of Defendants.

101. Defendants had a duty to exercise reasonable care in the research, development, design, testing, packaging, manufacture, inspection, labeling, distributing, marketing, promotion, sale, and release of cow's milk-based feeding products, including a duty to:

a. Ensure that their products did not cause the user unreasonably dangerous side effects;

b. Warn of dangerous and potentially fatal side effects; and

c. Disclose adverse material facts, such as the true risks associated with the use of and exposure to cow's milk-based feeding products, when making representations to the FDA (Food and Drug Administration), consumers, and the general public, including the Plaintiffs.

102. As alleged throughout this pleading, the ability of Defendants to properly disclose those risks associated with their products are not limited to representations made on the labeling.

103. At all relevant times, Defendants expressly represented and warranted to the purchasers of their products, by and through statements made by Defendants in labels, publications, package inserts, and other written materials intended for consumers and the general public, that their cow's milk-based feeding products were safe for premature babies' health, effective, fit, and proper for their intended use.

104. Defendants advertised, labeled, marketed, and promoted their products, representing the quality to consumers and the public in such a way as to induce their purchase or use, thereby making an express warranty that their cow's milk-based formula products would conform to the representations.

105. These express representations include incomplete warnings and instructions that purport, but fail, to include the complete array of risks associated with use of and/or exposure to Defendants' cow's milk-based formula products. Defendants knew and/or should have known that the risks expressly included in the warnings and labels did not and do not accurately or adequately set forth the risks of developing the serious injuries complained of herein. Nevertheless, Defendants expressly represented that their cow's milk-based formula products were safe and effective, that it was safe and effective for use by individuals such as Plaintiff, and/or that it was safe and effective as preterm baby formula.

106. The representations about Defendants' cow's milk-based products, as set forth herein, contained, or constituted affirmations of fact or promises made by the seller to the buyer, which related to the goods and became part of the basis of the bargain, creating an express warranty that the goods would conform to the representations.

107. Defendants placed their cow's milk-based products into the stream of commerce for sale and recommended their use to consumers and the public without adequately warning of the true risks of premature babies developing injuries associated with the ingestion of cow's milk-based products.

108. Defendants breached these warranties because, among other things, their cow's milk-based products were defective, dangerous, and unfit for use, did not contain labels representing the true and adequate nature of the risks associated with their use, and were not merchantable or safe for their intended, ordinary, and foreseeable use and purpose. Specifically, Defendants breached the warranties in the following ways:

a) Defendants represented through their labeling, advertising, and marketing materials that their products were safe, and intentionally withheld and

concealed information about the risks of premature babies developing serious injuries associated with the use of cow's milk-based formula products; and

b) Defendants represented that their products were safe for use and intentionally concealed information that demonstrated that human breast milk was a safer alternative than cow's milk-based formula.

109. Plaintiffs detrimentally relied on the express warranties and representations of Defendants concerning the safety and/or risk profile of cow's milk-based products in deciding to consume the product. Plaintiffs reasonably relied upon Defendants to disclose known defects, risks, dangers, and side effects of its products. The Injured Infant would not have ingested products had Defendants properly disclosed the risks associated with the products, either through advertising, labeling, or any other form of disclosure.

110. Defendants had sole access to material facts concerning the nature of the risks associated with their products, as expressly stated within their warnings and labels, and knew that consumers and users such as Plaintiff Parent could not have reasonably discovered that the risks expressly included in its warnings and labels were inadequate and inaccurate.

111. Plaintiffs had no knowledge of the falsity or incompleteness of Defendants' statements and representations concerning their cow's milk-based products.

112. The Injured Infant was exposed to cow's milk-based products as manufactured, tested, inspected, labeled, distributed, packaged, marketed, promoted, sold, or otherwise released into the stream of commerce by Defendants.

113. Had the labels, advertisements, or promotional material for its products accurately and adequately set forth the true risks associated with the use of such products, including Injured Infant's injuries, rather than expressly excluding such information, and warranting that the

products were safe for their intended use, Plaintiffs could have avoided the injuries complained of herein.

114. As a direct and proximate result of Defendants' breach of express warranty, Plaintiffs have sustained pecuniary loss and general damages in a sum exceeding this court's jurisdictional minimum.

115. As a proximate result of Defendants' breach of express warranty, as alleged herein, there was a measurable and significant interval of time during which Injured Infant suffered great personal injury and damages.

116. As a proximate result of Defendants' breach of express warranty, as alleged herein, Plaintiff Parent sustained a loss of income and/or loss of earning capacity.

COUNT VII: BREACH OF IMPLIED WARRANTY

117. Plaintiffs incorporate by reference each of the preceding paragraphs as if fully set forth herein.

118. At all relevant times, the Defendants controlled their cow's milk-based products. The Defendants designed, developed, tested, labeled, packaged, distributed, marketed and/or sold their cow's milk-based products, including the products ingested by Injured Infant.

119. At all relevant times, Defendants intended premature babies to ingest their cow's milk-based products, and Defendants impliedly warranted their cow's milk-based products to be of merchantable quality and fit for consumption.

120. Injured Infant was a foreseeable user of cow's milk-based products.

121. The Defendants knew or had reason to know that Plaintiff Parent would rely on the Defendants' judgment and representations regarding the safety of their cow's milk-based products for premature babies.

122. The Defendants' cow's milk-based products were expected to reach and did reach consumers, including Plaintiffs, without substantial change in the condition in which it was labeled and sold by the Defendants.

123. The Defendants breached various implied warranties with respect to their cow's milk-based products in that they were not fit for its intended purpose or ordinary use, and specifically, that the Defendants represented that their cow's milk-based formula product was safe for premature babies and would not cause Necrotizing Enterocolitis (NEC) when ingested.

124. In reliance upon the Defendants' implied warranty, Injured Infant ingested the products in a manner normally intended, recommended, promoted, and marketed by the Defendants.

125. The Defendants' breach of their implied warranty regarding their cow's milk-based formula products was a substantial factor in causing Injured Infant's injuries.

COUNT VIII: DECEPTIVE TRADE PRACTICES

126. Plaintiffs incorporate by reference each of the preceding paragraphs as if fully set forth herein.

127. By the conduct described in detail above and incorporated herein, Defendants engaged in unfair or deceptive acts that violated Cal. Civ. Code §§ 1770 et seq.; Cal. Bus. & Prof. Code §§ 17200 et seq.

128. Plaintiff used Defendants' products for personal use and thereby suffered ascertainable losses as a result of Defendants' actions.

129. Had Defendants not engaged in the deceptive conduct described herein, Plaintiff would not have used Defendants' products and would not have incurred related injuries and damages.

130. Defendants engaged in wrongful conduct while at the same time obtaining, under false pretenses, monetary gain from Plaintiff for the Products that would not have been paid had Defendants not engaged in unfair and deceptive conduct.

131. Defendants engaged in unfair methods of competition and deceptive acts or practices that were proscribed by law, including the following:

a. Representing that goods or services have characteristics, ingredients, uses, benefits, or quantities that they do not have;

b. Failing to disclose information concerning goods or services that was known at the time of the transaction inducing the consumer into a transaction into which the consumer would not have entered if the information had been disclosed; and

c. Defendants intended for Plaintiff to rely on their representations and advertisements regarding the Products in order to achieve monetary gain from Plaintiff through her purchase of the Products. Plaintiff was injured by the cumulative and indivisible nature of Defendants' conduct. The cumulative effect of Defendants' conduct directed at Plaintiff and other consumers was to create demand for and sell the Products.

132. Defendants' intentional, deceptive, unconscionable, and fraudulent representations and material omissions to Plaintiffs, physicians, and consumers, constituted unfair and deceptive acts and trade practices.

133. Defendants have engaged in unfair competition or unfair or deceptive acts or trade practices or has made false representations.

134. Defendants had actual knowledge of the defective and dangerous condition of their products and failed to take any action to cure such defective and dangerous conditions.

135. Plaintiffs relied upon Defendants' misrepresentations and omissions in determining which product to use.

136. Defendants' deceptive, unconscionable, or fraudulent representations and material omissions to Plaintiffs and other consumers constituted deceptive acts and practices.

137. By reason of the unlawful acts engaged in by Defendants, and as a direct and proximate result thereof, Plaintiffs suffered ascertainable losses and damages.

138. As a direct and proximate result of Defendants' violations of consumer protection laws, Plaintiffs sustained economic losses including medical care.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

139. For compensatory damages in an amount to be proven at trial.

140. For damages for past, present, and future emotional distress, loss of enjoyment of life, pain and suffering, mental anguish, and other non-economic losses sustained as a result of Defendants' conduct.

141. For past, present, and future out-of-pocket costs, lost income and/or lost revenue, and/or lost profits, and/or lost business opportunity, lost earning capacity, and costs related to medical or mental health treatment which have or may be recommended.

142. For interest as permitted by law.

143. For attorney's fees, expenses, and recoverable costs incurred in connection with this action.

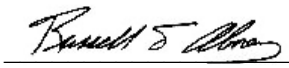
144. For such other and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all claims triable.

Dated: October 8, 2024

RESPECTFULLY SUBMITTED,



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Attorney for Plaintiffs

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE: ABBOTT LABORATORIES, ET AL., PRETERM INFANT NUTRITION PRODUCTS LIABILITY LITIGATION	**Case No. 1:22-cv-00071**
This Document Relates to:	**CASE MANAGEMENT ORDER NO. 11 DIRECT FILING ORDER**
ALL ACTIONS	**Judge Rebecca R. Pallmeyer**

CASE MANAGEMENT ORDER NO. 11

I. Scope of Order

This Order shall govern all actions in the above-captioned MDL proceeding (MDL No. 3026) that are directly filed in this District against Mead Johnson & Company, LLC and/or Mead Johnson Nutrition Company ("the Mead Johnson Defendants"), either individually or in cases filed jointly against the Mead Johnson Defendants and Abbott Laboratories, after the date of this Order. For purposes of this Order, "the Parties" shall include only the Plaintiffs and the Mead Johnson Defendants, not Abbott Laboratories.

A. Direct Filing of Actions into the MDL: To eliminate potential delays associated with transfer to this Court of actions filed in or removed from other federal district courts, and to promote judicial efficiency, any Plaintiff whose action qualifies for transfer to the MDL may, subject to the provisions set forth below, file his or her action against one or both of the Mead Johnson Defendants directly in this District as a member case of the MDL. Nothing in this Order prohibits (1) any plaintiff from filing a complaint in another court of proper venue and jurisdiction, (2) any plaintiff or the Mead Johnson Defendants from filing a notice of tag-along action to the JPML, or (3) any plaintiff or the Mead Johnson Defendants from objecting to a conditional transfer

order with the JPML. Moreover, as set forth in the JPML's April 8, 2022 Transfer Order, plaintiffs seeking to directly file cases into this MDL may only do so for cases in which plaintiffs contend that cow's-milk-based preterm infant formula products caused necrotizing enterocolitis in premature babies. *See* MDL No. 3026, ECF No. 119, Apr. 8, 2022.

Cases filed directly in this MDL pursuant to this Order shall not name more than a single plaintiff in each directly filed case, provided, however, that any case may include consortium plaintiff(s), as permitted by law, or the appropriate representative(s) of an Estate or Incapacitated Plaintiff.

Should the volume of cases being filed present an undue burden on the Parties or the Court, the Parties reserve the right to approach the Court on that issue.

B. Pretrial Proceedings Only; No *Lexecon* Waiver: Each action filed directly in this District will be deemed related to and become a member case in this MDL for pretrial proceedings only, consistent with the JPML's April 8, 2022, Transfer Order. Plaintiffs' and Defendants' agreement to this Order does not constitute a waiver under *Lexecon, Inc. v. Milberg Weiss Bershad Hynes & Lerach*, 523 U.S. 26 (1998) ("*Lexecon*") by any party of that party's right to challenge jurisdiction, choice of law, statutes of limitation, *forum non conveniens*, the location of any trials to be held, or any other legal rights and remedies. However, nothing in this Order shall preclude the parties from agreeing to such waivers in the future. Moreover, this Court shall not be deemed to be the "transferor court" simply by virtue of the complaint having been directly filed into this MDL.

C. Designated Forum – Mead Johnson Defendants. Any Plaintiff who resides outside the territorial confines of the Northern District of Illinois who directly files an action against Mead Johnson & Co. LLC and/or Mead Johnson Nutrition Company pursuant to this Order

must file the Cover Sheet, attached hereto as Exhibit A, and include all information requested therein. Specifically, any Plaintiff who directly files an action against Mead Johnson & Co. LLC and/or Mead Johnson Nutrition Company pursuant to this Order, must identify a U.S. District Court outside the Northern District of Illinois to which the case shall be remanded at the conclusion of pretrial proceedings. Any Plaintiff who directly files a Complaint pursuant to this Order agrees and stipulates that (1) Defendant Mead Johnson & Company, LLC is a Delaware limited liability corporation with its principal place of business located at 2400 W. Lloyd Expwy., Evansville, Indiana 47721; (2) Defendant Mead Johnson Nutrition Company is a Delaware corporation with its principal place of business located at 2400 W. Lloyd Expwy., Evansville, Indiana 47721; and (3) that personal jurisdiction over the Mead Johnson Defendants is lacking in Illinois except to the extent that Plaintiffs' alleged use of Mead Johnson products and resulting injuries occurred in Illinois. The Designated Forum shall not, standing alone, constitute a determination by this Court that jurisdiction or venue is proper in the designated forum.

At the completion of all pretrial proceedings applicable to such cases, and subject to any agreement that may be reached concerning a waiver of the requirements for transfer pursuant to *Lexecon*, this Court will transfer such cases to a federal district court outside of the Northern District of Illinois where personal jurisdiction exists as to Mead Johnson, and where venue is proper as defined by 28 U.S.C. § 1391, which presumptively shall be the federal district in which a preterm infant allegedly developed necrotizing enterocolitis after ingesting a cow's-milk-based preterm infant formula. The parties reserve all challenges to personal jurisdiction, venue, *forum non conveniens*, and any post-remand jurisdictional, venue, or *forum non conveniens* challenges or motions, including pursuant to 28 U.S.C. § 1404(a).

D. Procedure for Improper or Incomplete Directly Filed Complaints. Any directly

filed complaint that does not comply with the foregoing provisions, including by failing to attach or properly fill out the Cover Sheet included with this Direct Filing Order, is subject to dismissal and/or presumptive transfer to the District in which the pre-term infant allegedly developed necrotizing enterocolitis after ingesting cow's-milk-based preterm formula. Upon receiving an improper or incomplete directly filed complaint, Defendants' counsel will attempt to meet and confer with plaintiff's counsel, and if the parties cannot reach a resolution, Defendants may file a motion to dismiss and/or transfer before this Court.

E. Choice of Law. Directly filing an action as a member case of the MDL pursuant to this Order will not determine the applicable choice of law, including the choice of law for any of the claims in the action and/or for statute of limitations purposes. The parties' agreement to this Order shall not constitute a waiver of or agreement to the application of any choice of law principles or substantive choice of law applicable to a particular Plaintiff's action. The fact that an action was filed in this District as a member case of the MDL pursuant to this Order will have no impact on choice of law. Choice of law issues are reserved and shall be briefed, as appropriate, at a later date.

F. Electronic Filing of Complaints. All complaints must be filed electronically. Filing of a complaint in this District requires the completion of a Civil Cover Sheet which can be found here: https://www.ilnd.uscourts.gov/_assets/_documents/_forms/_online/js44-05fill.pdf. When filing a complaint in this District pursuant to this Order, plaintiff's counsel must identify the MDL Case name and number in Section VIII of the Civil Cover Sheet to ensure the case is included as a member case of the MDL.

G. Attorney Admission: In accordance with Case Management Order No. 1, any attorney admitted to practice and in good standing in any United States District Court is admitted

pro hac vice in this litigation. Association of local co-counsel for purposes of litigation, including direct filing pursuant to this Order, is not required.

H. Attorney Filing: Prior to any Plaintiff's attorney filing a complaint in the United States District Court for the Northern District of Illinois or directly in the MDL Proceedings pursuant to this Order, that attorney must register for and/or have a Northern District of Illinois CM/ECF log in name and password.

I. Service of Process. For Complaints that are properly filed in, removed to, or transferred to this MDL, Defendants Mead Johnson & Company, LLC and Mead Johnson Nutrition Company agree to waive formal service of summons pursuant to Rule 4 of the Federal Rules of Civil Procedure. Service upon these entities will be deemed complete upon providing copies of the Complaint, Summons, Civil Cover Sheet and copies of this Order to the following email addresses:

For the Mead Johnson Defendants: sjnecmdl@steptoe.com

J. Filing Fees. Internet credit card payments shall be required for all electronically filed complaints and made online through pay.gov. Plaintiff's counsel will be prompted to pay the required filing fee. Information regarding filing fees may be found at https://www.cand.uscourts.gov/ecf/payments.

K. Response to Complaint. The Mead Johnson Defendants need not move, plead, or otherwise respond to any Complaint directly filed in this District as a member case of the MDL until so ordered by the Court

IT IS SO ORDERED.

Dated: January 6, 2023

HON. REBECCA R. PALLMEYER
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE: ABBOTT LABORATORIES, ET AL., PRETERM INFANT NUTRITION PRODUCTS LIABILITY LITIGATION	**MDL NO. 3026**
	Master Docket No. 1:22-cv-00071
This Document Relates to:	**Hon. Rebecca R. Pallmeyer**
ALL ACTIONS	

COVER SHEET FOR DIRECTLY FILED COMPLAINTS

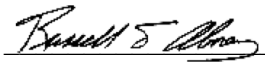
Pursuant to Case Management Order No. 11, any Plaintiff who resides outside the territorial confines of the Northern District of Illinois who directly files an action against Mead Johnson & Co. LLC and/or Mead Johnson Nutrition Company (collectively "Mead Johnson") in MDL No. 3026 must concurrently fill out and file this Cover Sheet.

1. Plaintiff hereby states the U.S. District Court, outside of the Northern District of Illinois, to which this case shall be remanded at the conclusion of pretrial proceedings is in the USDC of the Eastern District of California because that is the location where the preterm infant allegedly developed necrotizing enterocolitis after ingesting cow's milk-based preterm formula.

2. Plaintiff stipulates that Defendant Mead Johnson & Company, LLC is a Delaware limited liability corporation with its principal place of business located at 2400 W. Lloyd Expwy., Evansville, Indiana 47721; and (2) Defendant Mead Johnson Nutrition Company is a Delaware corporation with its principal place of business located at 2400 W. Lloyd Expwy., Evansville, Indiana 47721.

3. Plaintiff further stipulates that personal jurisdiction over Mead Johnson is lacking in Illinois except to the extent that Plaintiffs' alleged use of Mead Johnson products and resulting injuries occurred in Illinois.

DATED: October 8, 2024

BY: 

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