

**If you bought Enfamil LIPIL[®] Infant Formula
between October 13, 2005 and March 31, 2010, you could get
free infant formula or cash from a class action settlement.**

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit about whether Mead Johnson & Company, LLC (“Mead Johnson”) falsely represented that Enfamil LIPIL[®] is the only infant formula that contains DHA and ARA. DHA and ARA are healthy fatty acids.
- This case is about Mead Johnson’s advertising. This case is not about the safety of Enfamil LIPIL[®]. No one is claiming that it is unsafe. No one is challenging the nutrition it provides and no one disputes that Enfamil LIPIL[®] contains DHA and ARA.
- Those included in the Settlement will be eligible to receive a payment up to \$12 or two free cans of formula. The amount of benefits you may receive will be based on the length of time you bought the formula. There is a limit of one claim per household.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a share of the Settlement benefits.
EXCLUDE YOURSELF	You won’t get a share of the Settlement benefits, but will retain any right you may have to sue Mead Johnson about the claims in this case.
OBJECT	Write to the Court explaining why you don’t like the Settlement.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You won’t get a share of the Settlement benefits and will give up your rights to sue Mead Johnson about the claims in this case.

These rights and options – **and the deadlines to exercise them** –
are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge James I. Cohn, of the U.S. District Court for the Southern District of Florida, is overseeing this case. The case is known as *Nelson v. Mead Johnson & Company, LLC*, No. 09-cv-61625-JIC. The *Nelson* case, along with seven other similar cases that were brought against Mead Johnson, are known as *In Re: Enfamil LIPIL Marketing and Sales Practices Litigation*, No. 11-MD-02222. The captions of those cases can be found on the Settlement Website, www.FormulaSettlement.com. The people who sued are called the Plaintiffs. The Defendant is Mead Johnson.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses made by any of the parties in this case or the fairness or adequacy of the proposed Settlement. This Notice is provided so that you may decide what steps, if any, to take in relation to the proposed Settlement.

2. What is a Class Action?

A class action is a lawsuit in which one or more individuals called “Class Representatives” (in this case, Allison Nelson) sue an individual, company or other entity on behalf of all other people who have similar claims. Together, these people are referred to as a “Class” or “Class Members.” In a class action, the court resolves the legal issues, legal claims and legal defenses for all Class Members in one lawsuit, except for those people who ask to be excluded from the Class.

3. What is this Lawsuit about?

This is a case about Mead Johnson’s advertising of Enfamil LIPIL[®] infant formula. The Plaintiffs claim that Mead Johnson falsely represented that Enfamil LIPIL[®] is the only infant formula that contains DHA and ARA, in violation of various state laws, including consumer protection laws.

Mead Johnson denies all of these claims and denies that it did anything wrong. Mead Johnson denies that it engaged in false advertising and that the Plaintiffs and the Class have suffered any damages or that they have been harmed. Mead Johnson denies that it ever misled its customers, but has chosen to provide its customers with infant formula or cash rather than spending this money on costly litigation.

4. Why is there a settlement?

The Court has not decided in favor of Nelson or Mead Johnson. There has been no trial. Instead, both sides agreed to a Settlement. 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. Nelson and her attorneys believe that the Settlement is in the best interests of the Class Members.

WHO’S INCLUDED IN THE SETTLEMENT?

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

To participate in the Settlement, you first have to determine if you are a Class Member. The Class includes anyone who bought Enfamil LIPIL[®] infant formula in the United States between October 13, 2005 and March 31, 2010.

You are **not** included in the Class if:

- You received Enfamil LIPIL[®] infant formula through the U.S.D.A.’s Women, Infants and Children program (“WIC”), or
- You bought the product for the purpose of resale.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

If the Settlement is approved, Class Members who submit valid Claim Forms (“Settlement Participants”) have the choice to receive either Mead Johnson Enfamil Premium® Infant formula (“Infant Formula”) or cash. The amount of Infant Formula or cash that you may receive depends on the length of time you purchased Enfamil LIPIL®:

- If you purchased for **six months or less** between October 13, 2005 and March 31, 2010 you are eligible to receive one 12.5 oz container (or the nearest equivalent) of Infant Formula or \$6 in cash.
- If you purchased for **more than six months** between October 13, 2005 and March 31, 2010 you are eligible to receive either two 12.5 oz containers (or the nearest equivalent) of Infant Formula or \$12 in cash.

There is a limit of one claim per household. Mead Johnson will pay between \$8 million and \$12 million in Infant Formula (valued at retail) and cash. If the amount of Infant Formula and cash is less than \$8 million, then Mead Johnson will pay the remainder in Mead Johnson infant formulas and/or toddler drinks to appropriate charities. The donated products will be in addition to any charitable donations Mead Johnson makes annually.

If the value of Infant Formula (valued at retail) and cash actually claimed exceeds \$12 million, then benefits will be reduced proportionally. However, Settlement Participants who choose to receive Infant Formula will receive at least the equivalent of one 8 oz. container of Infant Formula if they fall within the six months or less category or the equivalent of two 8 oz. containers of Infant Formula if they fall within the greater than six months category.

7. When will I get my Infant Formula or payment?

The benefits will be distributed after the Court grants final approval to the Settlement and after any appeals are resolved. If Judge Cohn approves the Settlement after a hearing on September 26, 2011, there may be appeals. We don’t know how much time it could take to resolve any appeals that may be filed. If Judge Cohn doesn’t approve the Settlement or the Settlement isn’t approved in any appeal that may be brought, you will not receive Infant Formula or cash.

HOW TO GET BENEFITS

8. How do I get benefits?

If you are a Class Member and you want to participate in the Settlement, you must complete and submit a Claim Form by **November 25, 2011**. The Claim form can be found at www.FormulaSettlement.com or by calling, toll free, 1-866-254-8048.

The Claim Form can be submitted online at the website or by mail. If you choose to submit it online, you must do so on or before **November 25, 2011**. If you choose to submit a hard-copy of the Claim Form by mail, it must be postmarked by **November 25, 2011**, and mailed to: Infant Formula Settlement, P.O. Box 2472, Faribault, MN 55021-9172.

If you do not submit a valid Claim Form by the deadline, you will not receive Infant Formula or any cash from the Settlement.

REMAINING IN THE SETTLEMENT

9. What am I giving up if I stay in the Class?

If you stay in the Class, you cannot sue or be part of any other lawsuit against Mead Johnson relating to Mead Johnson’s advertising of Enfamil LIPIL® infant formula in the United States from October 13, 2005 to March 31, 2010. In addition, all of the Court’s orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a “Release of Claims,” which describes the legal claims that you give up if you get settlement benefits. You can find the Release of Claims on the Settlement Website, www.FormulaSettlement.com.

10. What happens if I do nothing at all?

If you do nothing, you won't get any Infant Formula or cash from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Mead Johnson relating to Mead Johnson's advertising of Enfamil LIPIL[®] infant formula in the United States from October 13, 2005 through and including March 31, 2010 ever again.

If you have any questions you can talk to the law firms listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means. The Settlement Agreement is available at www.FormulaSettlement.com.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed several law firms to represent you as "Class Counsel", including Timothy G. Blood and Thomas J. O'Reardon, II of the law firm Blood Hurst & O'Reardon LLP, William C. Wright of the law firm The Wright Law Office, P.A. and Elaine A. Ryan and Patricia Nicole Syverson of the law firm Bonnett Fairbourn Friedman & Balint. You do not have to pay Class Counsel or the Class Representative. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel in the *Nelson* case and Plaintiffs' counsel in the seven other similar cases that will be resolved by this Settlement have not received any payment for their services in conducting the litigation on behalf of the Class Representative and the Members of the Class. If the Settlement is approved by the Court, Mead Johnson has agreed to pay attorneys' fees in the amount of \$3.5 million and expenses not to exceed the amount of \$140,000, subject to the approval of the Court. Any award will cover the fees and expenses for the attorneys in the eight cases filed against Mead Johnson. Any fees and expenses awarded to these attorneys by the Court will be paid by Mead Johnson and will not affect the value of the Settlement proceeds to be distributed to the Class.

If the Settlement is approved by the Court, Mead Johnson has also agreed not to oppose requests that Nelson and the plaintiffs in the other Enfamil Lawsuits be paid the following amounts for helping Class Counsel on behalf of the whole Class: \$10,000 to Allison Nelson, \$2,500 each to Michelle Weeks, Katherine Francis, Gina Martin and Stuart Kaplan, and \$1,000 each to Kimberly Pelkey, Rene Ramos and Arlene Patrick. Any such awards will be paid by Mead Johnson and will not affect the value of the Settlement proceeds to be distributed to the Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of – or exclude myself from – the Settlement?

You have the right not to be part of the Settlement by excluding yourself or "opting out" of the Class. If you wish to exclude yourself, you must send a letter, postmarked no later than **August 22, 2011**, to the Claims Administrator at the following address:

Infant Formula Settlement
P.O. Box 2472
Faribault, MN 55021-9172

Your letter must include a statement that you request to be excluded from the Class, such as: "**I request exclusion from the Class**" and must be signed by you. You must include your full name, address, and telephone number. If you don't include the required information or submit your request for exclusion on time, you will remain a Class Member and will not be able to sue Mead Johnson about the claims in this Settlement.

14. If I don't exclude myself, can I sue Mead Johnson for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Mead Johnson for the claims that this Settlement resolves, including any claims relating to Mead Johnson's advertising of Enfamil LIPIL® infant formula in the United States from October 13, 2005 through and including March 31, 2010.

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for Infant Formula or cash.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

You have the right to file written comments and/or objections with the Court if there is something about the Settlement that you don't like. You also have the right to appear at the Final Approval Hearing (*see* Question 18), either in person or through your own counsel, and tell the Court why you object to the Settlement. You will still be in the Settlement and will receive benefits if you timely submit your Claim Form and the Settlement is approved. **Even if you object, you should submit the Claim Form in order to share in the benefits of the Settlement.**

If you want to object, you must submit your objection in writing to the Court. Your objection must include:

- (1) Your name, address, and telephone number;
- (2) Your signature;
- (3) The reasons why you object;
- (4) The case name and number of this lawsuit, which is *In Re: Enfamil LIPIL Marketing and Sales Practices Litigation*, No. 11-MD-02222-Cohn/Seltzer;
- (5) If you are represented by a lawyer, the name, address and telephone number of that lawyer; and
- (6) If you want to attend the Final Approval Hearing and tell the Court what you don't like about the Settlement, you must state in your objection that you intend to appear at the Final Approval Hearing.

You must file your written objection with the Court no later than August 22, 2011, at Clerk of the Court, United States District Court, Southern District of Florida – Ft. Lauderdale Division, 299 East Broward Boulevard, Room 108, Fort Lauderdale, FL 33301. You **must** also send a copy of your objection to Class Counsel and Mead Johnson's counsel at the following addresses:

Class Counsel:

Timothy G. Blood
Blood Hurst & O'Reardon LLP
600 B Street, Suite 1550
San Diego, CA 92101

Mead Johnson's Counsel:

Gail Gottehrer
Axinn, Veltrop & Harkrider LLP
90 State House Square
Hartford, CT 06103

All objections must be received by the attorneys listed above and by the Court by **August 22, 2011** or your objection will not be considered. You may file an objection without asking to appear at the Final Approval Hearing.

17. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the settlement?

Judge Cohn will hold a Final Approval Hearing on **September 26, 2011, at 9:00 am**, at the U.S. Federal Building and Courthouse, 299 East Broward Boulevard, Room 203, Fort Lauderdale, FL 33301. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.FormulaSettlement.com or call 1-866-254-8048. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider how much the lawyers representing Class members should be paid and if the Class Representative and other Plaintiffs should receive incentive awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

GETTING MORE INFORMATION

19. Where do I get more information?

This Notice summarizes the Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at www.FormulaSettlement.com. You may also write with questions to Infant Formula Settlement, P.O. Box 2472, Faribault, MN 55021-9172. You can also get a Claim Form at the website, or by calling the toll free number, 1-866-254-8048.

If you have any questions about this Notice, please visit www.FormulaSettlement.com. You may contact Class Counsel Timothy G. Blood and Thomas J. O'Reardon, II of the law firm Blood Hurst & O'Reardon LLP at their website, www.bholaw.com, or Class Counsel William C. Wright of The Law Firm of William C. Wright, P.A. at his website <http://wrightlawoffice.com>, where you can submit a form requesting additional information.

Dated: April 18, 2011

BY ORDER OF THE COURT
THE HONORABLE JAMES I. COHN
UNITED STATES DISTRICT JUDGE