

# Exhibit 2

Declaration of L. DeWayne Layfield

**IN THE CIRCUIT COURT OF PHELPS COUNTY  
STATE OF MISSOURI**

HANNAH RAMSEY- STANDAGE,  
individually and on behalf of all others similarly  
situated,

Plaintiff,

v.

ABBOTT LABORATORIES,

Defendant.

Case No. 22PH-CV00853

**DECLARATION OF L. DEWAYNE LAYFIELD IN SUPPORT OF  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, L. DeWayne Layfield, hereby declare as follows:

1. I am an attorney licensed to practice before all state courts in Texas, have been admitted pro hac vice in this Court, and am the managing member of the Law Office of L. DeWayne Layfield, PLLC. The Law Office of L. DeWayne Layfield, PLLC is one of the firms that is Lead Class Counsel for Plaintiff in the above-referenced action. I make this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

2. I am one of the attorneys that is primarily responsible for representing Plaintiff in this action. In addition to the support of highly experienced staff at Law Office of L. DeWayne Layfield, PLLC this matter was also ably prosecuted by a team of esteemed litigators who are experienced in complex litigation. Pursuant to the Settlement Agreement, Lead Class Counsel in this matter includes KamberLaw LLC, the Law Office of L. DeWayne Layfield, PLLC, and

Steelman Gaunt Crowley. In addition, Class Counsel is defined in the Settlement Agreement to also include Southern Atlantic Law Group, PLLC and Law Offices of Howard W. Rubenstein PA.

3. I have actively participated in all aspects of this litigation, including the negotiation of the settlement, and am fully familiar with the proceedings in the matter in which the parties seek resolution. If called upon, I am competent to testify that the following facts are true and correct based upon my personal knowledge.

4. This case arises out of Plaintiff's allegations that Defendant Abbott Laboratories ("Defendant" or "Abbott") deceptively and unlawfully packaged, marketed and labeled certain Similac powdered infant formula Products (as defined in the Settlement Agreement), which are sold in a variety of sizes, and collectively referred to herein as "Products" or a "Product." Specifically, Plaintiff alleges that Defendant represented that the Products are capable of making a certain number of liquid 4-ounce bottles of formula when following the instructions printed on the Products' labels; however, contrary to these representations, the Products are not always capable of making the represented number of 4-ounce bottles of liquid formula when consumers follow the "Instructions for Preparation & Use" on the labels of the Products.

5. This litigation required considerable skill and experience to result in such a successful conclusion. The case required investigation and a mastery of complex factual circumstances. The initial investigation began in the fourth quarter of 2020 and involved laboratory analysis of multiple Products, a search of historical label revisions on those Products, scientific evaluation of the packaging supplied with the Products, and additional rounds of follow up laboratory testing between January 2021 and October 2021. Class Counsel had the ability to develop creative legal theories, and the skill to respond to a host of legal defenses. In addition, Defendant is represented by the prominent and well-respected law firm of Latham & Watkins,

LLP and Berry Silberberg Stokes PC. This class action case against Defendant required advanced planning and scientific investigation involving experts and certified laboratory facilities, strategic skills, imagination, resourcefulness, and management abilities of the highest order to match a highly qualified, experienced, and formidable opposition. The prosecution and settlement of this litigation required a very high degree of competence, experience, and ability by Class Counsel.

6. Prosecution of this claim began in 2020. This Settlement is a product of engagement between the Parties, which was preceded by intensive case investigation by Plaintiff. Plaintiff began investigation of this case in 2020, including obtaining independent laboratory testing of several of the Products. Plaintiff delivered a demand letter, which included copies of the laboratory testing, to Defendant on or about December 7, 2020. Since shortly after delivery of the demand letter and an exchange of initial telephone conversations between the Parties, the Parties have been engaged in intensive settlement discussions for well over a year and a half. Those settlement efforts included: an initial settlement demand; provision of Plaintiff's laboratory test results to Defendant; informal discovery from Defendant to Plaintiff; informal settlement discussions between the parties; an October 13, 2021, full day mediation with a neutral mediator, the Hon. Wayne Andersen (Ret.) of JAMS; and several months of additional follow-up negotiations after the mediation with Hon. Wayne Andersen continuing to participate in many of those follow-up discussions.

7. The results achieved in this case are fair, reasonable and in the best interest of the Class. The results provide substantial relief to all class members, including that:

- Defendant will provide injunctive relief ("Programmatic Relief") through the removal or revision of the Challenged Language from the labels of the Products; and

- Defendant has agreed to a two-tiered structure to provide monetary relief to Class Members, under which Defendant will provide cash benefits to Settlement Class Members who timely file Claims by the Claims Deadline and who provide either Proofs of Claim or a valid claim form to the Settlement Administrator. Defendant will compensate consumers for their purchases pursuant to the two-tier structure set forth in the Settlement Agreement.

8. This process of independent and mediated negotiation sessions took a significant investment of time and effort over the course of over a year and a half. I believe that the substantive work accomplished by Class Counsel and their collective trial experience created a credible threat of success in ongoing litigation, which was critical to obtaining a Settlement of such a high caliber.

9. Throughout the mediation and negotiation efforts, and in advising our clients of the proposed settlement, Class Counsel has at all times considered the fairness, reasonableness and adequacy of the settlement for the Class, taking into account: the strength of Plaintiff's case; the risk, expense complexity and likely duration of any further litigation; the risk of certifying a class and then maintaining class action status through trial; the amount offered in settlement and the experience; and views of Plaintiff's counsel.

10. Following multiple, arms-length mediation sessions and negotiation efforts, the Parties have agreed under the proposed Settlement that Abbott will pay a Maximum Settlement Amount of \$19.5 million as specified in the Settlement Agreement. *See* Settlement Agreement attached to the Plaintiff's Suggestions in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement, filed contemporaneously.

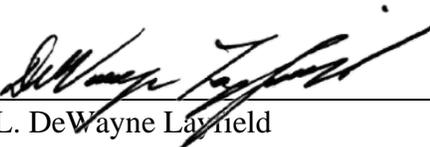
11. Class Counsel further represents that, consistent with controlling law and ethical standards promulgated by the Missouri Bar, no Plaintiff attorneys have requested or been offered

any compensation, appointment, or benefit by Defendant during negotiations related to the settlement of this case other than the proposed attorneys' fees and costs specified in the Settlement Agreement, which are subject to court approval.

12. Against the backdrop of Class Counsel's collective experience in prosecuting complex class actions, we have considered the claims set forth in the Complaint and our continued confidence in the merit of those claims, the scope of relief offered in the settlement compared to the potential relief at the conclusion of litigation, and the risks and costs of continued litigation. Taking these factors into account, it is my opinion that the proposed Settlement is fair, reasonable, and adequate, well within the range of possible approval, and therefore deserving of the Court's preliminary approval.

13. I declare under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct.

Executed this 20th day of September, 2022  
Chambers County, Texas

  
\_\_\_\_\_  
L. DeWayne Layfield