

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS**

ANGEL BAILEY, individually and on behalf of
her minor child, S.J.,

Plaintiff,

v.

MEAD JOHNSON & COMPANY, LLC, et al.,

Defendants.

Case No. 3:26-cv-468

State Court Case No. 2026LA000297

Removed from: The Circuit Court of the
Third Judicial Circuit, Madison County,
Illinois

**DEFENDANTS MEAD JOHNSON & COMPANY, LLC AND
MEAD JOHNSON NUTRITION COMPANY'S NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that Defendants Mead Johnson & Company, LLC (“MJ&C”) and Mead Johnson Nutrition Company (“MJNC”) (collectively, “Mead Johnson” or “Defendants”), by and through their attorneys, hereby remove the above-captioned action from the Circuit Court of the Third Judicial Circuit, Madison County, Illinois, to the United States District Court for the Southern District of Illinois pursuant to 28 U.S.C. §§ 1332(a), 1441, and 1446, based on diversity of citizenship. In support of this Notice of Removal, the Defendants state the following:

I. INTRODUCTION

1. On February 27, 2026, Florida Plaintiff Angel Bailey (“Plaintiff”) commenced an action against Mead Johnson in the Third Judicial Circuit, Madison County, Illinois, captioned *Angel Bailey, individually and on behalf of her minor child, S.J. vs. Mead Johnson & Company, LLC, et al.* True and correct copies of the complete pleadings and orders filed in state court are attached hereto as **Exhibit 1**.

2. The Complaint asserts seven counts against Mead Johnson on her own behalf and on behalf of her minor child, including strict liability claims for design defect and failure to warn, claims for negligence, intentional and negligent misrepresentation, and breach of express and implied warranties. Ex. 1, Complaint. ¶¶ 51-151.

3. On March 12, 2026, Defendants received service of a copy of the Summons and Complaint. Ex. 1.

4. Plaintiff in this case is a citizen of Florida residing in Florida. Her claims allegedly arose from Plaintiff's child's purported 2021 consumption, in Florida, of Mead Johnson's Enfamil Standard Human Milk Fortifier. Complaint ¶¶ 7-8.

5. Complete diversity exists, as do all the other requirements for federal subject matter jurisdiction. Mead Johnson has filed this notice within 30 days of receipt of service of the Complaint. The amount in controversy exceeds \$75,000. And Mead Johnson will provide notice to Plaintiff and to the state court as prescribed by 28 USC §1446.

II. COMPLETE DIVERSITY OF CITIZENSHIP

6. Complete diversity of citizenship exists between the Plaintiff and the Defendants.

7. Plaintiff Angel Bailey is domiciled in and is a citizen of Florida. Complaint ¶ 3. Plaintiff further alleges that her minor child was born in a Florida hospital and received care in Florida in 2021. *Id.* at ¶¶ 7-8.

8. Defendant MJNC is a corporation, incorporated under the laws of the State of Delaware. Its principal place of business is Evansville, Indiana. MJ&C is a limited liability company, organized under the laws of the State of Delaware. Its citizenship is that of its sole member, MJNC. Thus, Mead Johnson is a citizen of Delaware and Indiana.¹ 28 U.S.C.

¹ While Plaintiff alleges that Mead Johnson's principal place of business is Illinois, *see* Complaint ¶ 5, multiple federal courts have already concluded that this is incorrect and that Mead Johnson's principal place

§ 1332(c)(1) (“A corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business.”)

9. Because Plaintiff and Defendants are citizens of different states, the parties are diverse pursuant to 28 U.S.C. § 1332(a).

III. REMOVAL IS TIMELY.

10. Defendants were served with the Complaint on March 12, 2026. Removal is timely under 28 U.S.C. § 1441(b)(1).

IV. THE AMOUNT IN CONTROVERSEY EXCEEDS \$75,000

11. Diversity jurisdiction under 28 U.S.C. § 1332 also requires that the amount in controversy, exclusive of interest and costs, be in excess of \$75,000.

12. The Complaint alleges that Plaintiff’s child was born prematurely in 2021, at Tampa General Hospital in Tampa, Florida, where the infant received Enfamil Standard Human Milk Fortifier. and developed a serious medical condition known as necrotizing enterocolitis (NEC). Complaint ¶¶ 7-9.

13. The Complaint alleges damages for “severe and personal injuries which are permanent and lasting in nature, including, physical and mental anguish, and diminished enjoyment of life.” Complaint ¶ 151.

14. Mead Johnson believes that Plaintiff’s claims are without merit, and that Plaintiff is not entitled to any damages. But facially, the Complaint establishes that it is more likely than

of business is no longer in Illinois. *See, e.g., Harden v. Mead Johnson & Co., LLC*, No. 24 CV 108, 2024 WL 2882214, at *5 (N.D. Ill. June 7, 2024); *Alexander v. Mead Johnson & Co., LLC*, 2022 WL 2156140, at *2-3, n. 1 (S.D. Ill. June 15, 2022) (citing *Koeth v. Mead Johnson & Co., LLC*, 1:21-cv-06234, ECF Doc. # 30 (N.D. Ill. Feb. 23, 2022)); *Dowswell v. Mead Johnson & Co., LLC*, 2022 WL 2801018, at *2 (S.D. Ill. July 18, 2022); *Grosshuesch v. Mead Johnson & Co., LLC*, 2022 WL 179041, at *2 (S.D. Ill. Jan. 20, 2022).

not that the damages sought by Plaintiff will exceed \$75,000.00, exclusive of interest and costs. *See McCoy by Webb v. Gen. Motors Corp.*, 226 F. Supp. 2d 939, 941 (N.D. Ill. 2002) (“[C]ourts have routinely held that when plaintiffs allege serious, permanent injuries and significant medical expenses, it is obvious from the face of the complaint that the plaintiffs’ damages exceeded the jurisdictional amount.”).

15. “An alleged amount in controversy satisfies the jurisdictional requirement so long as it is not legally impossible for the claimant to recover that amount in damages on the claim.” *Knopick v. Jayco, Inc.*, 895 F.3d 525, 529 (7th Cir. 2018) (citing *Grinnell Mutual Reinsurance Co. v. Haight*, 697 F.3d 582, 585 (7th Cir. 2012)). An award of more than \$75,000 “is not legally impossible.” *Id.* It is therefore apparent from the face of the Complaint that more than \$75,000, exclusive of interest and costs, is in controversy in this case.²

V. NON-WAIVER OF DEFENSES

16. By filing this Notice of Removal, Defendants do not waive any available defenses, including, but not limited to, those defenses available under Rule 12 of the Federal Rules of Civil Procedure or otherwise. *Prod. Components, Inc. v. Regency Door & Hardware, Inc.*, 568 F. Supp. 651, 655 (S.D. Ind. 1983) (“Upon removal a defendant may assert any defense that would have been available to him in state court and which has not been lost through the operation of either Fed.R.Civ.P. 12(g) or (h).”); *Danziger & De Llano, LLP v. Morgan Verkamp LLC*, 948 F.3d 124, 132 (3d Cir. 2020) (“On removal, a defendant brings its defenses with it to federal court.”); *Id.* (collecting cases); *see also* 5C Charles Alan Wright & Arthur R. Miller, *Federal Practice and Procedure* § 1395 (3d ed. 2019) (“A party who removes an action from a state to a federal court

² Mead Johnson does not concede that Plaintiff is entitled to recover more than \$75,000, and denies that Plaintiff is entitled to recover any damages. *See Sabrina Roppo v. Travelers Commercial Ins. Co.*, 869 F.3d 568, 579 (7th Cir. 2017) (“A removing defendant need not ‘confess liability in order to show that the controversy exceeds the threshold.’”).

does not thereby waive any of his or her Federal Rule 12(b) defenses or objections.”); 17 James Wm. Moore, *Moore’s Federal Practice* § 111.36[5][b] (3d ed. 2019).

VI. REMOVAL OF THIS ACTION IS PROPER, AND MEAD JOHNSON WILL PROVIDE NOTICE AS REQUIRED BY 28 USC §1446(d)

17. Complete diversity exists between Plaintiff, a citizen of Florida, and Defendants, which are citizens of Delaware and Indiana, and the amount in controversy exceeds \$75,000. Accordingly, this Court has original jurisdiction over this action under 28 U.S.C. § 1332(a).

18. Defendants will provide Plaintiff with prompt written notice of the filing of this Notice of Removal as required by 28 U.S.C. § 1446(d), and Defendants will file a copy of this Notice of Removal with the Clerk of the Circuit Court of the Third Judicial Circuit, Madison County, Illinois, where the Complaint was originally filed.

WHEREFORE, the Defendants request that this action be removed from the Circuit Court of the Third Judicial Circuit, Madison County, Illinois, to the United States District Court for the Southern District of Illinois.

Dated: April 9, 2026

/s/ Anthony J. Anscombe
Anthony J. Anscombe (IL # 6257352)
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*Attorney for Defendants Mead Johnson Nutrition
Company and Mead Johnson & Company, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of April, 2026 the foregoing document was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/ Anthony J. Anscombe
Anthony J. Anscombe

EXHIBIT 1

**IN THE CIRCUIT COURT
OF THE THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS**

ANGEL BAILEY, individually and
on behalf of her minor child, S.J.,

Plaintiff,

vs.

MEAD JOHNSON & COMPANY, LLC,

SERVE:
Illinois Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

And

MEAD JOHNSON NUTRITION
COMPANY,

SERVE:
Illinois Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

Defendants.

Cause No.: 2026LA000297

JURY TRIAL DEMAND

COMPLAINT

Plaintiff brings this Complaint and Demand for Jury Trial (the "Complaint") against Mead Johnson & Company, LLC and Mead Johnson Nutrition Company (collectively, "Defendants").

Plaintiff alleges the following upon personal knowledge as to Plaintiff's own acts and experiences

and upon information and belief, including investigation conducted by Plaintiff's attorneys, as to all other matters:

NATURE OF THE ACTION

1. This action arises out of the injuries suffered by premature infant S.J. ("Baby S.J."), who was given Defendants' cow's milk-based infant feeding products. Defendants' products caused Baby S.J. 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, Baby S.J. was seriously injured, resulting in long-term health effects and harm to her parent (Plaintiff Parent).

2. Plaintiffs bring these causes of action against Defendants to recover for injuries that are the direct and proximate result of Baby S.J.'s consumption of Defendants' unreasonably dangerous cow's milk-based infant feeding products.

PARTIES

3. Plaintiff Angel Bailey is a natural person and a resident of Tampa, Florida, Hillsborough County. Angel Bailey is the parent of Baby S.J., a minor who is also a resident of Tampa, Florida, Hillsborough County.

4. Defendant Mead Johnson Nutrition Company is a corporation, incorporated under the laws of the State of Delaware. Its principal place of business is Illinois. Defendant Mead Johnson & Company, 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. Defendants Mead Johnson Nutrition Company and Mead Johnson & Company, LLC, (together, "Mead") are manufacturers of cow's milk-based infant feeding products and market many of these products under the "Enfamil" brand name.

JURISDICTION AND VENUE

5. This Court has general jurisdiction over this action because Mead Johnson maintains its principal place of business in Illinois. 735 Ill. Comp. Stat. Ann. 5/2-209; *see also Rios v. Bayer Corp.*, 2020 IL 125020, ¶ 19 (June 4, 2020) (citing *Daimler AG v. Bauman*, 571 U.S. 117, 137 (2014)).

6. Venue is proper in Madison County because Defendants conduct business there. 735 ILCS 5/2-101; 735 ILCS 5/2-102(a).

FACTUAL ALLEGATIONS

Baby S.J.'s NEC Diagnosis

7. Baby S.J. was born prematurely at approximately 29 weeks gestation, in 2021, at Tampa General Hospital in Tampa, Florida, Hillsborough County, weighing approximately 1360 grams.

8. Baby S.J. was fed Enfamil Standard Human Milk Fortifier, which is a cow's milk-based product, shortly after birth.

9. Shortly after first ingesting Defendants' products, Baby S.J. was diagnosed with NEC.

10. Baby S.J.'s development of NEC was a proximate and direct result of ingesting Mead's product.

11. Baby S.J. was forced to undergo treatment for the NEC diagnosis including intensive antibiotic treatment and Penrose drain placement, and continues to suffer long-term health effects, including substantial digestive issues that will continue for the rest of her life.

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

12. NEC is a devastating disease that is the most frequent and lethal gastrointestinal disorder affecting preterm infants. NEC develops when harmful bacteria breach the walls of the intestine, causing portions of the intestine to become inflamed and often to die. Once NEC develops, the condition can progress rapidly from mild feeding intolerance to systemic and fatal sepsis. Up to 30 percent of NEC-diagnosed infants die from the disease.

13. 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.

14. 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.

15. 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 infant feeding products.

16. 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.

17. 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.

18. 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.”

19. A multicenter, randomized, controlled trial found that premature and low-birth-weight 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**.

20. 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 infant feeding 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

21. A range of options are available that allow pre-term 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.

22. 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.

23. 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.

24. 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.

25. At the time Baby S.J. 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.

26. 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 Mead products or the products' packaging, guidelines, instructions, or warnings. Instead, Defendants have continued to sell 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

27. Mead has aggressively marketed their cow's milk-based products as medically endorsed and nutritionally equivalent alternatives to breast milk, including prior to Baby S.J.'s birth.

28. Mead's 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 Mead's marketing materials, including promotional websites, reference the science showing how significantly their products increase the risk of NEC.

29. 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.

30. Undoubtedly aware of the impact of their advertising, Mead, 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.

31. 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 products to mothers or members of their families.

32. While Mead acknowledges the Code on their websites and claims 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.

33. Mead 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 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 “Includes expert-recommended levels of DHA and ARA (important fatty acids found naturally in breast milk) to support brain and eye development.”

34. 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).

35. 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.

36. 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.

37. Further, when Defendants recognized a shift in the medical community towards an exclusive breast milk-based diet for premature infants, Mead developed "Enfamil Human Milk Fortifier." These names are misleading in that they suggest 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:



38. 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 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 Baby S.J.

Defendants' Inadequate Warnings

39. Although Mead promotes an aggressive marketing campaign designed to convince parents that its cow's milk-based products are safe and necessary for the growth of a premature infant, the product is in fact extremely dangerous for premature infants. Enfamil products significantly increase the chances of a premature infant developing potentially fatal NEC.

40. The Enfamil products Mead markets specifically for premature infants are commercially available at retail locations and online. No prescription is necessary.

41. Despite knowing of the risk of NEC, the packaging of Mead's products does not warn of the significantly increased risk of NEC (and resulting medical conditions, and/or death) associated with Enfamil's products, or of the magnitude of this increased risk. Mead likewise did not provide instructions or guidance for how to avoid NEC.

42. Mead cites no medical literature or research to guide the use of its products.

43. Despite knowing of the risk of NEC, Mead did not warn of the significantly increased risk of NEC (and resulting medical conditions, and/or death) associated with its products, or of the magnitude of this increased risk. Mead likewise did not provide instructions or guidance for how to avoid NEC.

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

45. Despite knowing that its products were being fed to premature infants, often without the parents' informed consent, Mead 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

46. 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 Mead products, which would have produced a safer product.

47. 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.

48. On information and belief, Mead was aware of the significantly increased risk of NEC and death associated with Mead cow's milk-based products, and instead of warning of the dangers, or removing them altogether, Mead has continued to use cow's milk as the foundation of Mead products.

EQUITABLE TOLLING OF STATUTE OF LIMITATIONS

49. Mead is estopped from relying on the statute of limitations defense because they actively concealed information concerning known risks, side effects, and defects in their cow's milk-based infant feeding products. Instead of revealing such information to the FDA or the public, Mead has continued to represent their cow's milk-based infant feeding products as safe for their intended use.

50. Mead is and was under a continuing duty to disclose the true character, quality and

nature of risks and dangers associated with their cow's milk-based infant feeding products. Because of Mead's purposeful and fraudulent concealment of material information concerning the true character, quality and nature of risks of their cow's milk-based infant feeding products, Mead is estopped from relying on any statute of limitations defense.

COUNT I: STRICT LIABILITY FOR DESIGN DEFECT
(Against All Defendants)

51. Plaintiff incorporates by reference each of the preceding paragraphs as if fully set forth herein.

52. Mead, as the manufacturer and/or seller of the products at issue in this litigation, owed a duty to the consuming public in general, and Plaintiff in particular, to manufacture, sell, and distribute its products in a manner that was not unreasonably dangerous.

53. Mead also owed a duty to the consuming public in general, and Plaintiff in particular, to manufacture, sell, and distribute its products in a manner that was merchantable and reasonably suited for the intended use.

54. Mead knew that its products would be used to feed premature infants like Baby S.J. and knew (or reasonably should have known) that use of Mead cow's milk-based infant feeding 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, Mead continued to sell and market their defective products as appropriate for premature infants.

55. Baby S.J. ingested Mead's unreasonably dangerous cow's milk-based infant feeding products. The risks of feeding those products to Baby S.J. outweighed the benefits. An

ordinary consumer would not expect those products to carry a significant risk of serious injury and death from NEC.

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

57. Mead's products contained cow's milk at the time they left the manufacturing facility.

58. Mead did not develop a human-milk based product that was safer for premature infants and did not reformulate its 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.

59. Mead's products were fed to Baby S.J., which directly and proximately caused her NEC and sequalae.

60. As a further direct result, Plaintiff Parent incurred medical expenses and suffered significant emotional distress alongside other harms. Plaintiff Parent has been significantly affected by Baby S.J.'s injuries.

COUNT II: STRICT LIABILITY FOR FAILURE TO WARN
(Against All Defendants)

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

62. Mead, as the manufacturer and/or seller of the cow's milk-based infant feeding 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 these products with preterm infants, specifically including but not limited to the risk of NEC, serious injury, and death.

63. Mead's duty to warn is part of its general duty to design, manufacture, and sell its infant products in a manner that is reasonably safe for its foreseeable uses. By designing products with cow's milk-based ingredients, Mead 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.

64. Specifically, Mead breached its duty to warn of the foreseeable risks of the infant products at issue in this litigation because it knew or should have known that its cow's milk-based premature infant products would be fed to premature infants like Baby S.J., and that its 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 infant feeding 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 infant feeding products are unsafe and/or contra-indicated for premature infants like Baby S.J.; and/or
- c. Carried warnings and instructions that are severely inadequate, vague, confusing, and provide a false sense of security in that they warn and instruct specifically on certain conditions, but do not warn of the significantly increased risk of NEC and death; and/or
- d. Failed to carry a large and prominent "black box"-type warning that its cow's milk-based infant feeding 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 infant feeding 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 with 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 baby's parents; 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 infant feeding products.

65. Mead's products contained cow's milk at the time they left the manufacturing facility.

66. As a direct and proximate result of the inadequacy of the warnings and the pervasive marketing campaigns suggesting the safety and necessity of its products, Baby S.J. was fed cow's milk-based infant feeding products, which caused her to develop NEC.

67. 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 infant feeding products, they would not have fed Baby S.J. those products. Had Plaintiff parent known of the significant risks of feeding Baby S.J. cow's milk-based infant feeding products, they would not have allowed such products to be fed to Baby S.J.

68. Mead's cow's milk-based infant feeding products were fed to Baby S.J., as described above, which directly and proximately caused her respective NEC diagnosis and sequelae.

69. As a further direct result, Plaintiff Parent incurred medical expenses and suffered significant emotional distress alongside other harms. Their life has been significantly affected by Baby S.J.'s injuries.

COUNT III: NEGLIGENCE
(Against All Defendants)

70. Plaintiff incorporates by reference each of the preceding paragraphs as if fully set forth herein.

71. Mead, as the manufacturer and/or seller 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.

72. At all times relevant to this action, Baby S.J.'s health care providers used the products at issue in their intended manner and for their intended purpose.

73. Mead, 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 its duty to the general public and Plaintiffs.

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

- a. Failing to warn that cow's milk-based infant feeding 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 infant feeding products are unsafe and/or contra-indicated for premature infants like Baby S.J.; and/or
- c. Carrying warnings and instructions that are severely inadequate, vague, confusing, and provide a false sense of security in that they warn and instruct specifically on certain conditions, but do not warn of the significantly increased risk of NEC and death; and/or
- d. Failing to carry a large and prominent "black box"-type warning that its cow's milk-based infant feeding 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 infant feeding 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 with information necessary to make an informed choice about whether to allow its 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 baby's parents; 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 infant feeding products.

75. In addition, although Mead knew or reasonably should have known at the time of production that its cow's milk-based infant feeding products significantly increased the risk of NEC, serious injury, and death, it failed to act in a reasonably prudent manner and breached its 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 Mead products.

76. As a direct and proximate result of Defendants' failure to act in a reasonably prudent manner and their breach of duty, Baby S.J. was fed cow's milk-based infant feeding products, which caused her to develop NEC.

77. Had Defendants satisfied their duties to the consuming public in general, Baby S.J. would not have been exposed to their unreasonably dangerous cow's milk-based infant feeding products.

78. As a further direct result, Plaintiff Parent incurred medical expenses and suffered significant emotional distress alongside other harms. Plaintiff's life has been significantly affected by Baby S.J.'s injuries.

COUNT IV: INTENTIONAL MISREPRESENTATION
(Against All Defendants)

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

80. At all times relevant to this action, Baby S.J. (and her caretakers) used the products at issue in their intended manner and for their intended purpose.

81. Mead, as the manufacturer and/or seller of the cow's milk-based infant feeding products at issue in this litigation, owed a duty to the consuming public in general, and Plaintiffs

in particular, to provide truthful, accurate, and fulsome information about the risks and benefits of using Mead products when used in the intended manner and for the intended purpose.

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

83. Specifically, upon information and belief, Mead made the following false statements of material fact on an ongoing and repeated basis and prior to the time Baby S.J. was fed Mead products:

- a. That its cow's milk-based infant feeding products were safe and beneficial for premature infants when it knew or should have known that Mead products were unreasonably dangerous and cause NEC, serious injury, and death in premature infants; and/or
- b. That its cow's milk-based infant feeding products were necessary to the growth and nutrition of premature infants, when it knew or should have known that Mead products were not necessary to achieve adequate growth; and/or
- c. That its products have no serious side effects, when it knew or should have known the contrary to be true; and/or
- d. That cow's milk-based infant feeding products were safe for premature infants; and/or
- e. That cow's milk-based infant feeding products were necessary for optimum growth; and/or

- f. That cow's milk-based infant feeding products were similar or equivalent to breast milk; and/or
- g. That its products were safe and more like breast milk than other infant products and that it had removed the harmful ingredients of cow's milk when, in fact, the cow's milk in Mead products was still capable of causing NEC, serious injury, and death; and/or
- h. That its products were based on up-to-date science, which made them safe for premature infants; and/or
- i. Omitting the material fact that Mead products significantly increased the risk of NEC in premature infants.

84. Mead knew or reasonably should have known those misrepresentations to be false.

85. Defendants' misrepresentations were intended to, and in fact did, induce hospitals and health care providers, including Baby S.J.'s hospital and health care providers, to provide their infant products to babies, including to Baby S.J.

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

87. As a direct and proximate result, Mead's products were fed to Baby S.J. causing her NEC and the subsequent health impacts.

88. As a further direct result, each Plaintiff Parent incurred medical expenses and suffered significant emotional distress alongside other harms. Their life has been significantly affected by Baby S.J.'s injuries.

COUNT V: NEGLIGENT MISREPRESENTATION
(Against All Defendants)

89. Plaintiff incorporates by reference each of the preceding paragraphs as if fully set forth herein.

90. At all times relevant to this action, Baby S.J. used the products at issue in their intended manner and for their intended purpose.

91. Mead, as the manufacturers and/or sellers of the products at issue in this litigation, owed a duty to the consuming public in general, and Plaintiff Parent 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.

92. In the course of its business, Mead breached its duty through misrepresentations made to consumers, physicians, and medical staff in its advertising and promotional materials, as described in previous paragraphs and incorporated herein, each of whom were foreseeable recipients of this information.

93. Specifically, upon information and belief, Mead made the following false statements of material fact on an ongoing and repeated basis and prior to the time Baby S.J. was fed Mead products:

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

- b. That its cow's milk-based infant feeding products were necessary to the growth and nutrition of premature infants, when it knew or should have known that Mead products were not necessary to achieve adequate growth; and/or
- c. That its products have no serious side effects, when it knew or should have known the contrary to be true; and/or
- d. That cow's milk-based infant feeding products were safe for premature infants; and/or
- e. That cow's milk-based infant feeding products were necessary for optimum growth; and/or
- f. That cow's milk-based infant feeding products were similar or equivalent to breast milk; and/or
- g. That its products were safe and more like breast milk than other infant products and that it had removed the harmful ingredients of cow's milk when, in fact, the cow's milk in Mead products was still capable of causing NEC, serious injury, and death; and/or
- h. That Mead products were based on up-to-date science, which made them safe for premature infants; and/or
- i. Omitting the material fact that Mead products significantly increased the risk of NEC in premature infants.

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

95. Defendants' misrepresentations were intended to and did in fact induce hospitals and health care providers, including Baby S.J.'s hospital and health care providers, to provide Mead products to babies, including to Baby S.J.

96. Defendants' misrepresentations induced, and were intended to induce, Plaintiff Parent to allow Baby S.J. to be fed Mead's infant products, in justifiable reliance on all the messaging they received about formula feeding, including, directly or indirectly, Defendants' messaging. Had Defendants not committed these negligent misrepresentations, Baby S.J. would not have been exposed to their unreasonably dangerous cow's milk-based infant feeding products.

97. As a direct and proximate result, Mead Johnson's products were fed to Baby S.J., causing her NEC and the subsequent health impacts.

98. As a further direct result, Plaintiff Parent incurred medical expenses and suffered significant emotional distress alongside other harms. Plaintiff Parent's life has been significantly affected by Baby S.J.'s injuries, and related expenses.

COUNT VI: BREACH OF EXPRESS WARRANTY

(Against All Defendants)

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

100. At all relevant times, Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, sold, distributed, and/or have acquired the Defendants who designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and distributed infant products as herein above described that was fed to Baby S.J.

101. At all relevant times, Defendants expressly warranted to Plaintiff's parent and Tampa General Hospital, that Mead cow's milk-based feeding products were safe for ingestion by

preterm infants such as Baby S.J.

102. At all relevant times, Defendants expressly warranted to Plaintiff parent and Tampa General Hospital that the effectiveness of Mead's cow's milk-based feeding products outweighed any potential dangers and/or risks.

103. The aforementioned express warranties were made to Plaintiff parent and Tampa General Hospital by way of Mead's labels, direct advertisement and/or marketing.

104. Upon information and belief, the aforementioned express warranties were made to Plaintiff's physicians by way of Mead's labels, information from Defendants' sales advertising and promotional materials.

105. Upon information and belief, the healthcare providers at Tampa General Hospital obtained the information regarding the efficacy and safety of Defendant's cow's milk-based feeding products from Mead labels.

106. Upon information and belief, Defendants expressly warranted to the healthcare providers at Tampa General Hospital by way of the product's label that Mead's cow's milk-based feeding products were safe for ingesting by infants such as Baby S.J.

107. On or about May 16, 2021 through May 30, 2021, when Plaintiff parent permitted Tampa General Hospital to use Defendant's cow's milk-based feeding products and throughout Baby S.J.'s ingestion of said products, Defendants expressly warranted to her parents, by way of the product's label, that Mead's cow's milk-based feeding products were safe and effective.

108. On or about May 16, 2021 through May 30, 2021, when Plaintiff parent permitted, Tampa General Hospital to use Defendant's cow's milk-based feeding products and throughout Baby S.J.'s ingestion of said products, Defendants expressly warranted to her parents, by way of the product's label, that Mead's cow's milk-based feeding products were safe for infant ingestion.

109. As a result of Defendants' express warranties to Tampa General Hospital, physicians were induced to recommend feeding Baby S.J. Defendant's cow's milk-based feeding products, and Plaintiff parent was induced to permit Baby S.J.'s ingestion of said Infant Products from May 16, 2021, through May 30, 2021.

110. At all relevant times, Defendants reasonably anticipated and expected that individuals, such as the Plaintiff parent, would permit the use and/or ingestion of said Infant Products based upon their express warranties.

111. At all relevant times, Defendants reasonably anticipated and expected that health care workers, such as the Baby S.J.'s health care providers at Tampa General Hospital, would recommend and/or dispense said cow's milk-based feeding products based upon their express warranties.

112. At all relevant times Defendants knew or reasonably should have known that their cow's milk-based infant feeding products significantly increased the risk of NEC, serious injury, and death.

113. At all relevant times Defendants knew or reasonably should have known that their cow's milk-based infant feeding products were not safe for ingestion by preterm infants such as Baby S.J.

114. At all relevant times, Defendants knew or should have known that their cow's milk-based infant feeding products were unreasonably dangerous because the safety risk outweighed any benefit of other nutrition options available.

115. The unreasonably dangerous characteristics of these cow's milk-based infant feeding products were beyond that which would be contemplated by the ordinary user, such as Plaintiff parent, with the ordinary knowledge common to the public as to the said infant products

characteristics and safety.

116. The unreasonably dangerous characteristics of cow's milk-based infant feeding products were beyond that which would be contemplated by Plaintiff's healthcare providers, with the ordinary knowledge common to the public as to the cow's milk-based product's characteristics.

117. At the time the cow's milk-based infant products left the Defendants' control, these products did not conform to Defendants' express warranties because they were not safe to use as a source for preterm infants, in that it was associated with NEC, severe injury, or death,

118. At the time the cow's milk-based infant feeding products left the Defendants' control, these cow's milk-based infant feeding products did not conform to Defendants' express warranties because the effectiveness of said cow's milk-based feeding products does not outweigh any of the dangers and/or risks associated with the use of these products in preterm infants.

119. The express warranties made by Defendants regarding the safety and efficacy of cow's milk-based infant feeding products were made with the intent to induce Plaintiff's parent to use the product and/or Baby S.J.'s health care providers, Tampa General Hospital, to dispense the product.

120. Defendants knew and/or should have known that by making the express warranties to Plaintiff parent and/or Plaintiff's healthcare providers, Tampa General Hospital, it would be the natural tendency of Plaintiff's parents to use cow's milk-based infant feeding products and/or Plaintiff's healthcare providers to recommend feeding preterm infants cow's milk-based feeding products.

121. Plaintiff parent and Baby S.J.'s healthcare providers, Tampa General Hospital, as well as members of the medical community, relied on the express warranties of the Defendants

identified herein.

122. The express warranties made by Defendants regarding the safety and efficacy of cow's milk-based infant feeding products induced Plaintiff's parent to use the product in feeding Baby S.J. and/or Baby S.J.'s healthcare providers to recommend using the product.

123. Baby S.J.'s injuries and damages were directly caused by Defendants' breach of the aforementioned express warranties.

124. Baby S.J.'s injuries and damages arose from a reasonably anticipated use of the product by Plaintiff's parent and ingestion of the product by Baby S.J.

125. Accordingly, Defendants are liable as a result of their breach of express warranties to Plaintiff parent and Baby S.J.

126. As a result of the foregoing breaches, Baby S.J. was caused to incur serious injuries including NEC.

127. By reason of the foregoing, Baby S.J. has been severely and permanently injured. As a result of the foregoing acts and omissions, the Baby S.J. requires and/or will require more health care and services and did incur medical, health, incidental, and related expenses.

COUNT VII: BREACH OF IMPLIED WARRANTIES
(Against All Defendants)

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

129. At all relevant times, Defendants designed, researched, manufactured, tested, advertised, promoted, marketed, sold, distributed, and/or have acquired the Defendants who designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and distributed cow's milk-based infant feeding products as hereinabove described that was used by Plaintiff parent and Baby S.J.

130. - At the time Defendants marketed, sold, and distributed cow's milk-based infant feeding products for use by Plaintiff parent and Baby S.J., Defendants knew of the use for which cow's milk-based infant feeding products and impliedly warranted the product to be of merchantable quality and safe and fit for ordinary use.

131. At all relevant times, Defendants reasonably anticipated and expected that individuals, such as Plaintiff parent and Baby S.J., would use and/or consume cow's milk-based infant feeding product for the infant's nutrition.

132. At all relevant times, Defendants reasonably anticipated and expected that healthcare providers, such as Baby S.J.'s providers, Tampa General Hospital, dispense cow's milk-based infant feeding products for the feeding of preterm infants such as Baby S.J.

133. At all relevant times, Defendants impliedly warranted to Plaintiff's parent, Baby S.J.'s healthcare providers, Tampa General Hospital, and the medical community that cow's milk-based infant feeding products were of merchantable quality and safe and fit for ordinary use in that it was safe to feed preterm infants such as Baby S.J.

134. At all relevant times, Defendants impliedly warranted to Plaintiff parent, Baby S.J.'s healthcare providers, Tampa General Hospital, and the medical community that cow's milk-based infant feeding products were of merchantable quality and safe and fit for ordinary use in that they were effective to use as a food source for preterm infants such as Baby S.J.

135. At all relevant times, Defendants impliedly warranted to Plaintiff parent, Baby S.J.'s healthcare providers, Tampa General Hospital, and the medical community that cow's milk-based infant feeding products were of merchantable quality and safe and fit for ordinary use in that the effectiveness of cow's milk-based infant feeding products outweighed any potential dangers and/or risks.

136. At all relevant times, Defendants knew or should have known that cow's milk-based infant feeding products were unreasonably dangerous because of their increased risk of causing NEC, serious injury, and death when used in the form and manner as provided by Defendants.

137. At all relevant times, Defendants knew or should have known that cow's milk-based infant feeding products were unreasonably dangerous because its safety risk outweighed any efficacy the products may have.

138. The unreasonably dangerous characteristics of cow's milk-based infant feeding products were beyond that which would be contemplated by the ordinary user such as Baby S.J.'s parent(s), with the ordinary knowledge common to the public as to the product's characteristics.

139. The unreasonably dangerous characteristics of cow's milk-based infant feeding products were beyond that which would be contemplated by healthcare providers, such as Baby S.J.'s healthcare providers, Tampa General Hospital, with the ordinary knowledge common to the public as to the product's characteristics.

140. At all relevant times and at the time cow's milk-based infant feeding products left the Defendants' control, the implied warranties made by Defendants were false, misleading, and inaccurate because cow's milk-based infant feeding products were not safe to use as a food source for preterm infants such as Baby S.J., in that they carried an increased risk of NEC, serious injury, and death.

141. At all relevant times and at the time cow's milk-based infant feeding products left the Defendants' control, the implied warranties made by Defendants were false, misleading and inaccurate because the effectiveness of cow's milk-based infant feeding products did not outweigh any the dangers and/or risks associated with these products in feeding preterm infants such as

Baby S.J.

142. Plaintiff's parent relied on Defendants' implied warranties of merchantability and fitness for the ordinary use and purpose relating to cow's milk-based infant feeding products.

143. Plaintiff's parent reasonably relied upon the skill and judgment of Defendants as to whether cow's milk-based infant feeding products were of merchantable quality and safe and fit for their intended use.

144. Upon information and belief, Baby S.J.'s healthcare providers, Tampa General Hospital, relied on Defendants' implied warranties of merchantability and fitness for the ordinary use and purpose relating to cow's milk-based infant feeding products.

145. Upon information and belief, Baby S.J.'s healthcare providers, Tampa General Hospital, reasonably relied upon the skill and judgment of Defendants as to whether cow's milk-based infant feeding products were of merchantable quality and safe and fit for their intended use.

146. Cow's milk-based infant feeding products were introduced into the stream of commerce by the Defendants in a defective, unsafe, and inherently dangerous condition and the products and materials were expected to and did reach users, handlers, and persons coming into contact with said products without substantial change in the condition in which they were sold.

147. Defendants herein breached the aforesaid implied warranties, as their cow's milk-based infant feeding products were not merchantable nor fit for their intended purposes and uses.

148. Plaintiff's parent would not have used cow's milk-based infant feeding products and/or, upon information and belief, Baby S.J.'s healthcare providers, Tampa General Hospital, would not have provided cow's milk-based infant feeding products but for the aforesaid implied warranties.

149. Baby S.J.'s injuries and damages were directly caused by Defendants' breach of

the aforementioned implied warranties.

150. Baby S.J.'s injuries and damages arose from a customary, usual, reasonably foreseeable use of the product by Plaintiff's parent.

151. As a result of the foregoing breaches, Baby S.J. was caused to suffer serious and dangerous injuries including NEC, and Baby S.J. was caused to suffer other severe and personal injuries which are permanent and lasting in nature, including, physical and mental anguish, and diminished enjoyment of life.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

152. For compensatory damages in an amount to be proven at trial;
153. For damages for past, present, and future emotional distress, loss of enjoyment of life, pain and suffering, mental anguish, loss of consortium, and other non-economic losses sustained as a result of Defendants' conduct;
154. 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;
155. For interest as permitted by law;
156. For attorney's fees, expenses, and recoverable costs incurred in connection with this action; and
157. For such other and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all claims triable.

Dated: February 27, 2026.

Respectfully submitted,

MORGAN & MORGAN

/s/Panagiotis V. Albanis

PANAGIOTIS V. ALBANIS

IL Bar #6277031

55 E. Monroe, Suite 3800

Chicago, IL 60603

4851 Tamiami Trail N, Suite 400

Naples, FL 34103

(239) 432-6605 Telephone

(239) 204-3798 Facsimile

palbanis@forthepeople.com

Attorney for Plaintiff

STATE OF ILLINOIS, CIRCUIT COURT _____ Madison COUNTY	SUMMONS	<i>For Court Use Only</i> 2026LA000297 _____ Case Number
Instructions ▼ Enter above the county name where the case was filed. Enter your name as Plaintiff/Petitioner. Enter the names of all people you are suing as Defendants/ Respondents. Enter the Case Number given by the Circuit Clerk.	ANGELE BAILEY _____ Plaintiff / Petitioner (First, middle, last name) v. MEAD JOHNSON & COMPANY, LLC, et al. _____ Defendant / Respondent (First, middle, last name) <input type="checkbox"/> Alias Summons (Check this box if this is not the 1 st Summons Issued for this Defendant.)	

IMPORTANT INFORMATION:

There may be court fees to start or respond to a case. If you are unable to pay your court fees, you can apply for a fee waiver. You can find the fee waiver application at: illinoiscourts.gov/documents-and-forms/approved-forms/.

E-filing is now mandatory with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit efile.illinoiscourts.gov/service-providers.htm to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit illinoiscourts.gov/faq/gethelp.asp or talk with your local circuit clerk's office. If you cannot e-file, you may be able to get an exemption that allows you to file in-person or by mail. Ask your circuit clerk for more information or visit illinoislegalaid.org.

Call or text Illinois Court Help at 833-411-1121 for information about how to go to court including how to fill out and file forms. You can also get free legal information and legal referrals at illinoislegalaid.org.

Plaintiff/Petitioner: Do not use this form in an eviction, small claims, detinue, divorce, or replevin case. Use the *Eviction Summons, Small Claims Summons, or Summons Petition for Dissolution of Marriage / Civil Union* available at illinoiscourts.gov/documents-and-forms/approved-forms. If your case is a detinue or replevin, visit illinoislegalaid.org for help.

If you are suing more than 1 Defendant/Respondent, fill out a *Summons* form for each Defendant/Respondent.

In 1a, enter the name and address of a Defendant/ Respondent. If you are serving a Registered Agent, include the Registered Agent's name and address here.

In 1b, enter a second address for Defendant/ Respondent, if you have one.

In 1c, check how you are sending your documents to Defendant/ Respondent.

1. Defendant/Respondent's address and service information:

- a. Defendant/Respondent's primary address/information for service:

Name (First, Middle, Last): MEAD JOHNSON NUTRITION COMPANY

Registered Agent's name, if any: Illinois Corporation Service Company

Street Address, Unit #: 801 Adlai Stevenson Drive

City, State, ZIP: Springfield, IL 62703

Telephone: (866) 403-5272 Email: _____
- b. If you have more than one address where Defendant/Respondent might be found, list that here:

Name (First, Middle, Last): _____

Street Address, Unit #: _____

City, State, ZIP: _____

Telephone: _____ Email: _____
- c. Method of service on Defendant/Respondent:

Sheriff Sheriff outside Illinois: _____
County & State

Special process server Licensed private detective

In 2, enter the amount of money owed to you.
In 3, enter your complete address, telephone number, and email address, if you have one.

2. **information about the lawsuit:**
Amount claimed: \$75,000.00
3. **Contact information for the Plaintiff/Petitioner:**
Name (First, Middle, Last): Panagiotis V. Albanis, Esq.
Street Address, Unit #: 4891 Tamiami Trail N, Suite 400
City, State, ZIP: Naples, FL 34103
Telephone: (239) 432-3798 Email: paalbanis@forthepeople.com

GETTING COURT DOCUMENTS BY EMAIL: You should use an email account that you do not share with anyone else and that you check every day. If you do not check your email every day, you may miss important information, notice of court dates, or documents from other parties.

Important information for the person getting this form
You have been sued. Read all of the documents attached to this *Summons*. To participate in the case, you must follow the instructions listed below. If you do not, the court may decide the case without hearing from you and you could lose the case. *Appearance* and *Answer/Response* forms can be found at: illinoiscourts.gov/documents-and-forms/approved-forms/.

Check 4a or 4b. If Defendant/Respondent only needs to file an *Appearance* and *Answer/Response* within 30 days, check box 4a. Otherwise, if the clerk gives you a court date, check box 4b.

4. **Instructions for person receiving this *Summons* (Defendant):**
 a. To respond to this *Summons*, you must file *Appearance* and *Answer/Response* forms with the court within 30 days after you have been served (not counting the day of service) by e-filing or at:
Address: 155 North Main Street
City, State, ZIP: Edwardsville, IL 62025

Attend court:
_____ at _____ a.m. p.m. in _____ Courtroom
Date Time
In-person
_____ Courthouse Address _____ City _____ State _____ ZIP
OR
Remotely (You may be able to attend this court case by phone or video conference. This is called a "Remote Appearance."
By telephone: _____ Call-in number for telephone remote appearance
By video conference: _____ Video conference website
_____ Video conference log-in information (meeting ID, password, etc.)
Call the Circuit Clerk at: _____ or visit their website
_____ Circuit Clerk's phone number
_____ Website _____ to find out more about how to do this.

In 4a, fill out the address of the court building where the Defendant may file or e-file their *Appearance* and *Answer/Response*.

In 4b, fill out:
• The court date and time the clerk gave you.
• The courtroom and address of the court building.
• The call-in or video information for remote appearances (if applicable).
• The clerk's phone number and website. All of this information is available from the Circuit Clerk.

STOP!
The Circuit Clerk will fill in this section.
STOP!
The officer or process server will fill in the Date of Service.

Witness this Date: 3/4/2026
Clerk of the Court: Patrick McRae /s/ Melissa Epps

This *Summons* must be served within 30 days of the witness date.
Date of Service: 3/12/26
(Date to be entered by an officer or process server on the copy of this *Summons* left with the Defendant or other person.)



March 4, 2026

IN THE CIRCUIT COURT
FOR THE THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

CASE NUMBER: 2026 LA 000297

BAILEY ANGEL INDIVIDUALLY

Plaintiff(s)

VS.

MEAD JOHNSON & COMPANY LLC

Defendant(s)

FILED

MAR 04 2026

CLERK OF CIRCUIT COURT #56
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

ASSIGNMENT ORDER

The above case is hereby assigned to the Honorable PATRICK G. KING for setting and disposition.

Clerk to send copies of this Order to the attorneys of record and any pro se party.

DATE: March 04, 2026

s/Christopher Threlkeld
Chief Judge

*This case is assigned to Judge
Dennis Ruth for pre-trial.*

*Thanks,
messy*

NOT AN OFFICIAL

PROXY

RETURN OF SERVICE

State of Illinois

County of Madison

Circuit Court

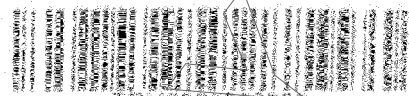
Case Number: 2026-LA-000297

Plaintiff: ANGEL BAILEY

vs

Defendant: MEAD JOHNSON & COMPANY, LLC ET AL

For: Panagiotis Albanis
Morgan & Morgan (Napies)



TPM2026000297

Received by TAMPA PROCESS on the 11th day of March, 2026 at 11:13 am to be served on MEAD JOHNSON & COMPANY, LLC C/O IVA ILLINOIS CORPORATION SERVICE COMPANY, 601 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703. i, Sarah Suttman, do hereby affirm that on the 12 day of March, 2026 at 10:25 am., executed service by delivering a true copy of the Summons and Complaint in accordance with state statutes in the manner marked below:

() PUBLIC AGENCY: By serving _____ as _____ of the within-named agency.

() SUBSTITUTE SERVICE: By serving _____ as _____

(X) CORPORATE SERVICE: By serving Baylon Albanis as Examin Specialist TLCSO

() OTHER SERVICE: As described in the Comments below by serving _____ as _____

() NON SERVICE: For the reason detailed in the Comments below.

COMMENTS:

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

PROCESS SERVER # 129-49819
Appointed in accordance with State Statutes

TAMPA PROCESS
58 Clifton Country Road
Suite 203
Clifton Park, NY 12065
(513) 964-9188

Our Job Serial Number: 2026000297
Ref: 12582744

NOT AN OFFICIAL

RETURN OF SERVICE

State of Illinois

County of Madison

Circuit Court

Case Number: 2026-LA-000297

Plaintiff: ANGEL BAILEY

vs.

Defendant: MEAD JOHNSON & COMPANY, LLC ET AL

For: Panagiotis Albanis
Morgan & Morgan (Naples)



Received by TAMPA PROCESS on the 11th day of March, 2026 at 11:13 am to be served on MEAD JOHNSON NUTRITION COMPANY C/O R/A ILLINOIS CORPORATION SERVICE COMPANY, 801 ADLAI STEVENSON DRIVE, SPRINGFIELD, IL 62703. I, Sybil Sullivan, do hereby affirm that on the 12 day of March, 2026 at 10:25 am, executed service by delivering a true copy of the Summons and Complaint in accordance with state statutes in the manner marked below:

() PUBLIC AGENCY: By serving _____ as _____ of the within-named agency.

() SUBSTITUTE SERVICE: By serving _____ as _____

By CORPORATE SERVICE: By serving Baylon Elftgen as Sumner Specialist 11050

() OTHER SERVICE: As described in the Comments below by serving _____ as _____

() NON SERVICE: For the reason detailed in the Comments below.

COMMENTS: _____

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Sybil Sullivan
PROCESS SERVER # 129.498794
Appointed in accordance with State Statutes

TAMPA PROCESS
56 Clifton Country Road
Suite 203
Clifton Park, NY 12065
(513) 964-9189

Our Job Serial Number: 2026000689
Ref: 12582744

NOT AN OFFICIAL

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS ANGEL BAILEY, individually and on behalf of her minor child, S.J.,
(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number)
see additional sheet

DEFENDANTS
MEAD JOHNSON & COMPANY, LLC, and MEAD JOHNSON NUTRITION COMPANY
County of Residence of First Listed Defendant New Castle, DE
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
see additional sheet

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332(a), 1441, and 1446
Brief description of cause: Plaintiff brought this action against Mead Johnson to recover for injuries allegedly resulting from her child's consumption of Mead Johnson's infant formula products.

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ in excess of \$75,000
CHECK YES only if demanded in complaint:
JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE Rebecca R. Pallmeyer (N.D. Ill.)
DOCKET NUMBER 22-cv-00071 (MDL No. 3026)

DATE April 9, 2026
SIGNATURE OF ATTORNEY OF RECORD Anthony J. Anscombe

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CIVIL COVER SHEET

I.(c)

Plaintiffs – Attorneys

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