STATE SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (the "Agreement") is entered into between the State of New York ("the State") and Abbott Laboratories ("Abbott"), collectively, "the Parties."

II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. At all relevant times, Abbott, an Illinois corporation with its principal place of business in the State of Illinois, manufactured powdered infant formula and nutritional products at its Sturgis, Michigan and Casa Grande, Arizona facilities and sold these products throughout the United States.

B. On October 24, 2022, Scott Millard, Kristine Cooper, and Loren Cooper (the "Relators") filed a *qui tam* action in the United States District Court for the Western District of Michigan captioned *United States of America et al., ex. rel. Scott Millard, Kristine Cooper, and Loren Cooper v. Abbott Laboratories*, No. 1:22-cv-994, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action"). On November 12, 2025, the Relators filed an Amended Complaint. On August 4, 2025, the United States partially intervened in the Civil Action as to certain claims related to powdered infant formula manufactured at Abbott's Sturgis, Michigan facility that was purchased with USDA's Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC") funds and, on November 13, 2025, the United States filed its Complaint in Intervention. On August 4, 2025, California, Maryland, and

Tennessee partially intervened in the Civil Action as to certain claims related to powdered infant formula and nutritional products at Abbott's Sturgis, Michigan facility that were purchased by the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5. On November 21, 2025, Massachusetts, New York, and Connecticut partially intervened in the Civil Action on the same basis as California, Maryland, and Tennessee, and adding for Massachusetts claims related to funds appropriated by the state legislature to supplement federal WIC funds pursuant to Mass Gen. Laws ch. 111(i), § 1, et. seq. ("the Massachusetts WIC Supplement"). On December 1, 2025, those intervening States filed a Complaint in Intervention.

C. Abbott has entered into a separate civil settlement agreement (the "Federal Settlement Agreement") with the United States of America (the "United States") as that term is defined in the Federal Settlement Agreement.

D. The State contends that Abbott caused claims for payment to be submitted to the State's Medicaid Program (42 U.S.C. Chapter 7 Subchapter XIX), including "managed care entities" as defined by 42 U.S.C. § 1396u-2.

E. The State contends that it has certain civil causes of action against Abbott for engaging in the following conduct (the "Covered Conduct"):

> During the period from January 1, 2018, through December 31, 2022, Abbott failed to manufacture powdered infant formula and nutritional products at its Sturgis, Michigan and Casa Grande, Arizona facilities in compliance with its federal and state statutory, regulatory, and contractual obligations. Specifically, Abbott misrepresented to the USDA, state agencies administering the USDA funded WIC program, and state Medicaid programs that its powdered infant formula and nutritional products complied with USDA requirements for WIC infant formula and state Medicaid program requirements.

F. This Agreement is made in compromise of the State's claims against Abbott, which Abbott has moved to dismiss, and is made to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of these claims.

In consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

III. TERMS AND CONDITIONS

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants and obligations set forth in this Agreement, and for good and valuable consideration as stated herein, the Parties agree as follows:

1. Abbott agrees to pay to the United States and the Medicaid Participating States (as defined in sub-paragraph (c) and subject to the non-participating state deduction provision of sub-paragraph (d) below), collectively, the sum of $385,000,000 plus accrued interest at the rate of 4.375 percent per annum from April 13, 2026, for the claims as to the United States and from May 30, 2026, for the claims as to the Medicaid Participating States until and including the date of payment (the "Settlement Amount"). The Settlement Amount shall constitute a debt immediately due and owing to the United States and the Medicaid Participating States on the "effective date" of the Federal Settlement Agreement, as defined therein and subject to the terms of this Agreement. The debt shall forever be discharged by payments to the United States and the Medicaid Participating States under the following terms and conditions:

(a) Abbott shall pay to the United States the sum of $348,700,868 plus accrued interest pursuant to the terms of the Federal Settlement Agreement.

(b) The total Medicaid recovery for the Covered Conduct is $72,037,183.28 consisting of $35,492,248.28 for the states pursuant to this Agreement and $36,544,935.00 for the United

States pursuant to the Federal Settlement Agreement. Abbott shall pay to the Medicaid Participating States the sum of $35,492,248.28 plus accrued interest on that amount of 4.375 percent per annum commencing on May 30, 2026, and continuing to and including the day payment is made under this Agreement (the "Medicaid State Settlement Amount"), subject to the non-participating state deduction provision of sub-paragraph (d) below (the "Medicaid Participating State Settlement Amount"), no later than seven (7) business days after the expiration of the 90-day opt-in period for Medicaid Participating States described in sub-paragraph (c) below. The Medicaid Participating State Settlement Amount shall be paid and immediately deposited by electronic funds transfer to the New York State Attorney General's National Global Settlement Account pursuant to written instructions from the state negotiating team (the "State Team"), which written instructions shall be delivered to counsel for Abbott. This electronic funds transfer shall constitute tender and negotiation of the State Amount as defined in Paragraph III. 1. (d) below. Additionally, Abbott shall pay to the Commonwealth of Massachusetts for the Massachusetts WIC Claims $806,883.72, plus accrued interest on that amount of 4.375 percent per annum commencing on May 30, 2026 and continuing to and including the day payment is made under this Agreement ("the Massachusetts WIC Amount"), no later than seven (7) business days after the expiration of the 90-day opt-in period for Medicaid Participating States described in sub-paragraph (c) below, by electronic funds transfer in accordance with instructions provided by the Commonwealth.

(c) Abbott shall execute a State Settlement Agreement with any State that executes such an Agreement in the form to which Abbott and the State Team have agreed, or in a form otherwise agreed to by Abbott and an individual State. The State shall constitute a Medicaid Participating State provided this Agreement is fully executed by the State and delivered to Abbott's attorneys within 90 days of receiving this Agreement (the "90-day period"). If the State does not fully execute this Agreement within the 90-day period or the fully executed copy of this Agreement is not delivered to Abbott's attorneys within the 90-day period, Abbott's offer to resolve this matter with the State shall become void absent written agreement between counsel for Abbott and the State Team to extend the 90-day period.

(d) The total portion of the amount paid by Abbott in settlement for the Covered Conduct for the State is $9,365,789.75, consisting of a portion paid to the State under this Agreement and another portion paid to the United States as part of the Federal Settlement Agreement, as the amount due for the corresponding Federal share of Medicaid. The amount allocated to the State under this Agreement is the sum of $5,308,355.23 plus applicable interest (the "State Amount"), of which $2,654,177.63 is restitution. If the State does not execute this Agreement within the 90-day period, the State Amount shall be deducted from the Medicaid State Settlement Amount and shall not be paid by Abbott.

2. Contingent upon receipt of the State Amount, the State agrees to dismiss with prejudice any state law claims which the State has the authority to dismiss currently pending against Abbott in State or Federal Courts for the Covered Conduct, including any supplemental state law claims asserted in the Civil Action. Contingent upon receipt of the State Amount, the State, if served in the Civil Action and liable to pay a relator's share, agrees to pay the Relators, as soon as feasible after such receipt, such amounts as have been or will be negotiated with the Relators in the Civil Action, which shall be set forth in side letters issued to and executed by the Relators in the Civil Action.

3. Subject to the exceptions in Paragraph 4 below, in consideration of the obligations of Abbott set forth in this Agreement, and conditioned upon tender and negotiation of the State Amount, the State agrees to release Abbott, together with its current and former parent

corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, transferees, current or former corporate owners, and the corporate successors and assigns of any of them (collectively, the "Abbott Released Entities"), from any civil monetary cause of action that the State has for any claims submitted or caused to be submitted to the State's Medicaid program for the Covered Conduct.

4. Notwithstanding the releases given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the State are specifically reserved and are not released:

(a) any criminal, civil, or administrative liability arising under state revenue codes;

(b) any criminal liability not specifically released by this Agreement;

(c) any civil or administrative liability that any person or entity, including the Abbott Released Entities, has or may have to the State or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the release in Paragraph 3 above, including, but not limited to, any and all of the following claims: (i) claims involving unlawful or illegal conduct based on State or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

(d) any liability to the State for any conduct other than the Covered Conduct;

(e) any liability based upon obligations created by this Agreement;

(f) except as explicitly stated in this Agreement, any administrative liability or right, including exclusion from the State's Medicaid Program;

(g) any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;

(h) any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

(i) any liability for failure to deliver goods or services due; or

(j) any liability of individuals.

5. Abbott waives and shall not assert any defenses it may have to criminal prosecution or administrative action for the Covered Conduct, which defenses may be based in whole or in part on a contention, under the Double Jeopardy Clause of the Fifth Amendment of the U.S. Constitution or the Excessive Fines Clause of the Eighth Amendment of the U.S. Constitution, that this Agreement bars a remedy sought in such criminal prosecution or administrative action.

6. In consideration of the obligations of the State set forth in this Agreement, the Abbott Released Entities waive and discharge the State and any of its agencies, departments, and personnel including, but not limited to, officials, employees, and agents, whether current or former in their official and individual capacities from any causes of action (including attorneys' fees, costs, and expenses of every kind and however denominated) which the Abbott Released Entities have against the State and any of its agencies, departments, and personnel as previously referenced arising from the State's investigation and prosecution of the Covered Conduct.

7. The amount that Abbott must pay to the State pursuant to Paragraph III.1. above will not be decreased as a result of the denial of any claims for payment now being withheld from payment by the State's Medicaid Program, or any other state program payor, for the Covered Conduct; and Abbott agrees not to resubmit to the State's Medicaid Program or any other state program payor, any previously denied claims, which denials were based on the Covered Conduct, and agrees to withdraw the appeal of, or not to appeal or cause the appeal of, any such denials of claims.

8. Abbott shall not seek payment for any claims for reimbursement to the State's Medicaid Program covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors.

9. Abbott expressly warrants that it has reviewed its financial condition and that it is currently solvent, meaning that a fair valuation of its property (exclusive of exempt property) exceeds the sum of its debts.

10. The Parties each represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

11. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

12. Except as otherwise stated in this Agreement, this Agreement is intended to be for the benefit of the Parties only, and the Parties do not release any liability as to any other person or entity.

13. Nothing in this Agreement constitutes an agreement by the State concerning the characterization of the amounts paid hereunder for purposes of the State's revenue code.

14. In addition to all other payments and responsibilities under this Agreement, Abbott agrees to pay the State Team's reasonable expenses and fees, including travel costs, consultant expenses, and administrative fees. Abbott will pay this amount to the National Association of Medicaid Fraud Control Units, after the Medicaid Participating States execute their respective Agreements, or as otherwise agreed by the Parties.

15. This Agreement is governed by the laws of the State and venue for addressing and resolving any and all disputes relating to this Agreement shall be the state courts of appropriate jurisdiction of the State.

16. The undersigned Abbott signatories represent and warrant that they are authorized as a result of appropriate corporate action to execute this Agreement. The undersigned State signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement on behalf of the State through their respective agencies and departments.

17. The Effective Date of this Agreement shall be the date of signature of the last signatory to this Agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute acceptable binding signatures for purposes of this Agreement, and facsimile or electronic copies shall be deemed to constitute duplicate originals.

18. This Agreement shall be binding on all successors, transferees, heirs, and assigns of the Parties.

19. This Agreement constitutes the complete agreement between the Parties with respect to this matter and shall not be amended except by written consent of the Parties.

20. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

21. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by the Parties to this Agreement and shall not, therefore, be construed against any of the Parties for that reason. The recitals in Section I (Parties) and Section II (Preamble) are agreed to by the Parties. The headings of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

STATE OF NEW YORK

By: Amy Held Dated: 9/9/26

Amy Held
Name

Deputy Attorney General – Medicaid Fraud Control Unit
Title

Office of the New York State Attorney General
Organization

ABBOTT LABORATORIES

[Abbott Laboratories – 1154]

ABBOTT LABORATORIES

By: ______________________ Dated: 9/11/26

DAVID E. MENDELSON

Divisional Vice President and Associate General Counsel Litigation

Abbott Laboratories

By: ______________________ Dated: 9.11.2026

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