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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

IN RE BECTON, DICKINSON AND  
COMPANY STOCKHOLDER  
DERIVATIVE LITIGATION

Master File No. 2:20-cv-15474-SRC-  
CLW

**DECLARATION OF SHANE P.  
SANDERS IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED  
MOTION FOR PRELIMINARY  
APPROVAL OF SETTLEMENT**

I, SHANE P. SANDERS, an attorney duly admitted to practice in the State of California, and admitted *pro hac vice* by this Court in the above-captioned action, hereby affirm under penalty of perjury:

1. I am a partner at the law firm Robbins LLP, co-lead counsel for plaintiffs in the above-captioned action.

2. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement filed concurrently herewith. I have personal

knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.

3. Attached hereto is a true and correct copy of the following exhibit:

Exhibit 1: Stipulation of Settlement and Exhibits A-C (June 5, 2025).

I declare under penalty of perjury that the foregoing representations are true and correct. Executed this 6th day of June, 2025, at Sausalito, California.

*s/ Shane P. Sanders*  
\_\_\_\_\_  
SHANE P. SANDERS

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6th day of June, 2025, I will electronically file the foregoing with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to all counsel of record.

s/ Serina M. Vash  
Serina M. Vash

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

IN RE BECTON, DICKINSON AND  
COMPANY STOCKHOLDER DERIVATIVE  
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Master File No. 2:20-cv-15474-SRC-  
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**STIPULATION OF SETTLEMENT**

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This Stipulation of Settlement (the “Stipulation”) dated June 5, 2025, is entered into, by and through the parties’ respective undersigned counsel, between and among: (i) Ronald Jankowski (“Jankowski”) and Jeff Schranz (“Schranz”), lead plaintiffs in the Consolidated Federal Derivative Action (as defined below)<sup>1</sup> (the “Federal Derivative Plaintiffs”); (ii) Agnes Lotz, plaintiff in the Consolidated State Court Action (“Lotz” or the “State Court Plaintiff” and, together with the Federal Derivative Plaintiffs, “Plaintiffs”); (iii) nominal defendant Becton, Dickinson and Company (“BD” or the “Company”); and (iv) defendants Vincent A. Forlenza, Thomas E. Polen, Christopher R. Reidy, Catherine M. Burzik, R. Andrew Eckert, Claire M. Fraser, Jeffrey W. Henderson, Christopher Jones, Marshall O. Larsen, David F. Melcher, Claire Pomeroy, Rebecca W. Rimel, Timothy M. Ring, and Bertram L. Scott (the “Individual Defendants,” and, together with the Company, “Defendants”), (collectively, the “Parties”). This Stipulation is intended by the Parties to fully, finally, and forever compromise, resolve, discharge, and settle the Released Claims against the Released Defendant Parties and dismiss the Derivative Actions with prejudice, upon the terms and subject to the conditions set forth herein.

## **I. BACKGROUND**

### **A. Summary of Plaintiffs’ Allegations and Claims**

The Derivative Actions allege that the Individual Defendants failed to fulfil their fiduciary duties by, *inter alia*, making a series of false and misleading public statements to BD stockholders and improperly selling BD stock at artificially inflated prices while in possession of material non-public information.

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<sup>1</sup> Capitalized terms used but not elsewhere defined in this Stipulation are defined in Section IV.1, *infra*.

BD, a New Jersey corporation, is a global medical technology company that develops, manufactures, and sells a broad range of medical supplies, devices, laboratory equipment, and diagnostic products worldwide. One of BD's main products is the Alaris infusion pump system ("Alaris," or the "Alaris System"), a large volume infusion pump that continuously or intermittently delivers fluids, medications, blood and blood products to adult, pediatric, or neonatal patients. Alaris, like many of the Company's products, is subject to regulation by the U.S. Food and Drug Administration (the "FDA") as to initial commercialization, quality control systems for continued manufacturing, and the implementation of changes or modifications.

Plaintiffs allege that between November 5, 2019 and February 5, 2020, the Individual Defendants made a series of false and misleading statements to stockholders regarding the extent of Alaris software defects and modifications, ongoing scrutiny of the device by the FDA, and the potential corresponding impact on the Company's financial position. Plaintiffs further allege that these misstatements artificially inflated the Company's stock price during that time period and harmed the Company by causing it to incur legal and regulatory liability. Additionally, Plaintiffs allege that certain of BD's officers and directors sold BD stock at artificially inflated prices based on their knowledge of material non-public information regarding the Alaris defects and FDA scrutiny.

Defendants deny these allegations and claims, including as set forth below.

## **B. The Consolidated Federal Derivative Action**

In April and May of 2020, the Federal Derivative Plaintiffs sent litigation demands to the Company's Board of Directors (the "Board") pursuant to New Jersey law, demanding that the Board take all necessary steps to investigate, address, and promptly remedy the alleged harm to the Company resulting from the above alleged misconduct. The Federal Derivative Plaintiffs also demanded that the Board take all necessary actions to reform and improve BD's corporate

governance and internal procedures to comply with all applicable laws, and to protect BD from similar misconduct in the future.

On October 14, 2020, BD informed counsel for the Federal Derivative Plaintiffs that the Board had formed a special committee (the “Special Committee”) to conduct an investigation into the allegations underlying the demands.

On November 2, 2020, plaintiff Jankowski filed a shareholder derivative complaint in this Court, captioned *Jankowski v. Forlenza, et al.*, Case No. 2:20-cv-15474 (the “*Jankowski* Action”), against certain of the Company’s officers and directors, naming the Company as nominal defendant and alleging claims for breach of fiduciary duty and insider selling under New Jersey law, contribution under the Sections 10(b) and 21D of the Securities Exchange Act of 1934 (the “Exchange Act”), and violations of Section 14(a) of the Exchange Act.

On November 25, 2020, the Court entered a stipulation and order staying proceedings in the *Jankowski* Action pending the Board’s formal response to plaintiff Jankowski’s demand.

On January 24, 2021, plaintiff Schranz filed a substantially similar shareholder derivative complaint in this Court, captioned *Schranz v. Polen, et al.*, Case No. 2:21-cv-010812 (the “*Schranz* Action”), against certain of the Company’s officers and directors, naming the Company as nominal defendant and asserting claims for breach of fiduciary duty and unjust enrichment under New Jersey law.

On February 5, 2021, the Court entered a stipulated order consolidating the *Jankowski* Action and the *Schranz* Action, which, among other things, subjected the Consolidated Federal Derivative Action to the *Jankowski* Action stay order and appointed co-lead and co-liaison counsel for plaintiffs.



On March 1, 2021, and April 20, 2021, the Company provided counsel to the Federal Derivative Plaintiffs with Board resolutions adopted following the Special Committee's investigation that, among other things, refused the demands and declined to have the Company pursue any of the claims contemplated thereby, and requested that the Federal Derivative Plaintiffs voluntarily dismiss their claims.

Thereafter, the Federal Derivative Plaintiffs requested a range of additional information and documentation. On July 30, 2021, after several meet and confers and entry into confidentiality and use agreements, the Company provided the Federal Derivative Plaintiffs with certain additional information and documentation, including resolutions of the Corporate Governance and Nominating Committee of the Board recommending the creation of the Special Committee, the Board's resolutions forming the Special Committee, independent director questionnaires for the Special Committee members, and redacted versions of the Special Committee's final reports to the Board.

On May 5, 2023, Federal Derivative Plaintiffs requested further documents and information. On July 21, 2023, the parties to the Consolidated Federal Derivative Action filed a joint letter with the Court outlining their respective positions regarding additional document production. The Court set a hearing date for August 2023, which was thereafter adjourned in light of a then-upcoming mediation in the related federal securities class action, captioned *Industriens Pensjonsforsikring A/S v. Becton, Dickinson and Company, et al.*, No. 2:20-cv-02155 (D.N.J. Feb. 27, 2020) (the "Securities Class Action").

Following status conferences with the Court in September and October of 2023, the parties to the Consolidated Federal Derivative Action entered a stipulation providing for the Federal Derivative Plaintiffs to file a consolidated complaint by November 1, 2023, and a briefing schedule

for Defendants' motion to dismiss and any associated discovery motion by the Federal Derivative Plaintiffs. Following an agreement in principle to resolve the Securities Class Action, the parties to the Consolidated Federal Derivative Action agreed to explore the possibility of mediation and, on November 1, 2023, filed a stipulation, subsequently so-ordered by the Court, adjourning the previously entered case schedule without date and providing for a status report within 45 days. The parties to the Consolidated Federal Derivative Action provided periodic updates to the Court and, on May 13, 2024, notified the Court that they had agreed in principle to mediate.

**C. The Consolidated State Court Action**

On March 2, 2021, BD shareholder Shiva Stein ("Stein") issued a pre-suit litigation demand to the Board under New Jersey law, based on substantially the same facts as the Federal Derivative Plaintiffs' demands, demanding that the Board undertake an independent internal investigation into alleged violations of law and commence a civil action against each of the Individual Defendants on behalf of the Company. On April 20, 2021, counsel for Stein received a letter from counsel for the Special Committee refusing Stein's litigation demand in its entirety.

On April 29, 2021, Stein issued an inspection demand to the Company pursuant to N.J. Rev. Stat. §14A:5-28, seeking production of certain corporate books and records related to and reflecting the Board's and/or the Special Committee's evaluation and rejection of Stein's litigation demand (the "Inspection Request"). On July 30, 2021, the Company produced certain documents in response to the Inspection Request (the "§14A:5-28 Production"), which counsel for Stein reviewed and analyzed.

On January 10, 2023, Stein filed a shareholder derivative action in the Law Division of the Superior Court of New Jersey, Bergen County vicinage (the "New Jersey State Court"), captioned *Stein v. Burzik, et al.*, Case No. BER-C-000156-23 (the "*Stein* Action"), asserting claims for breach of fiduciary duty against the Individual Defendants under New Jersey law on behalf of the

Company. The *Stein* Action further alleged, based on the §14A:5-28 Production, that the Board and/or Special Committee had wrongfully refused Stein's litigation demand.

On April 11, 2023, the parties to the *Stein* Action filed a joint stipulation to stay further proceedings pending certain developments in the Securities Class Action and/or Consolidated Federal Derivative Action, which was so-ordered by the New Jersey State Court on April 28, 2023.

On September 10, 2024, plaintiff Lotz issued a pre-suit litigation demand to the Board under New Jersey law based on substantially the same facts as the Federal Derivative Plaintiffs' and Stein's litigation demands, demanding that the Board undertake an independent internal investigation into alleged violations of law and commence a civil action against each of the Individual Defendants on behalf of the Company.

On September 26, 2024, the State Court Plaintiff filed a shareholder derivative complaint (substantially similar to those filed in the Consolidated Federal Derivative Action and the *Stein* Action) in the Chancery Division of the Superior Court of New Jersey, Bergen County vicinage, captioned *Lotz v. Burzik, et al.*, Case No. BER-C-000174-24 (the "*Lotz*" Action), against the Individual Defendants, naming the Company as nominal defendant and alleging claims for breach of fiduciary duty under New Jersey law. The *Lotz* Action also raised substantially the same wrongful demand refusal allegations as the *Stein* Action, based on the §14A:5-28 Production.

The *Stein* Action was thereafter marked administratively closed pursuant to stipulation of the parties, and subsequently marked voluntarily dismissed without prejudice. On or around December 4, 2024, the *Lotz* Action was transferred to the Law Division of the New Jersey State Court and consolidated with the dismissed *Stein* Action under a new consolidated docket number (CONSOLIDATED CASE BER-L-007001-24), thus forming the Consolidated State Court

Action.<sup>2</sup> On May 27, 2025, the Consolidated State Court Action was stayed pending the filing of a notice of settlement in the Consolidated State Court Action.

**D. The Related Securities Class Action**

The Securities Class Action was filed in this Court on February 27, 2020, against the Company and certain of its officers for alleged violations of Sections 10(b), 20(a) and 20A of the Exchange Act, and SEC Rule 10b-5 promulgated thereunder in connection with a February 2020 stock drop following the announcement of an adverse FDA determination. On December 19, 2023, the parties in the Securities Class Action entered into a stipulation of settlement providing for a \$85 million payment to the settlement class, with full releases for all defendants and no admission or concession of any liability whatsoever. The settlement in the Securities Class Action was funded with proceeds from BD's directors' and officers' ("D&O") insurance, with no monetary outlay by the Company (above the self-insured retention) or any defendant. On April 22, 2024, the Court entered judgment granting lead plaintiff's motion for final approval of the Securities Class Action settlement, and dismissed the Securities Class Action with prejudice on April 26, 2024.

**E. Mediation Efforts and the Settlement**

On June 27, 2024, the Parties participated in a mediation session led by David M. Murphy of Phillips ADR Enterprises (the "Mediator"). The Parties were unable to agree on settlement terms at that time. Following the mediation, the Parties continued arm's-length settlement negotiations, both directly and with the Mediator, regarding the monetary component of any proposed settlement. The Parties ultimately accepted the Mediator's double-blind proposal with

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<sup>2</sup> By virtue of their involvement in the *Stein* Action, counsel for the State Court Plaintiff coordinated their efforts with counsel for the Federal Derivative Plaintiffs regarding all aspects of mediation and settlement, including the issuance of a joint settlement demand on January 19, 2024.

respect to a monetary payment to the Company by the Company's D&O insurance carriers, and thereafter negotiated and reached agreement on the implementation of certain corporate governance modifications (the "Governance Modifications"), all as memorialized in a binding Settlement Term Sheet executed on November 29, 2024 (the "Term Sheet") and further documented in this Stipulation pursuant to the requirements of the Term Sheet. The Parties only commenced negotiations concerning the amount of attorneys' fees to be paid to Plaintiffs' Counsel after all material terms of the Settlement – including the substantive consideration for the Settlement – had been agreed upon.

This Stipulation, together with the Exhibits hereto, reflects the final binding agreement among the Parties.

## **II. PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLEMENT**

Plaintiffs and Plaintiffs' Counsel contend that the allegations made in the Derivative Actions are supported by substantial evidence and that the claims asserted have merit. Plaintiffs' agreement to settle on the terms and conditions set forth in this Stipulation is not intended to be, and shall not be construed as, an admission or concession concerning the relative strength or merit of the complex allegations and claims. Plaintiffs and Plaintiffs' Counsel have, however, taken into account the substantial time, expense, and uncertainty inherent in any attempt to improve upon the result through continued prosecution of the Derivative Actions through trial(s) and any subsequent appeal(s), including problems of proof, challenges in overcoming the many available defenses to the derivative claims, the Individual Defendants' advancement and indemnification rights, the amount, conditions, exclusions, and limitations on the available insurance, and the difficulties of proving and collecting any potential damages awarded at trial. Plaintiffs and Plaintiffs' Counsel are also mindful of the costs and disruption further litigation would impose on BD.

Plaintiffs' Counsel's recommendation in favor of the Settlement is informed by, *inter alia*:

(i) review and analysis of relevant press releases, public statements, and filings with the SEC, securities and financial analyst reports, and advisories and business media reports about the Company in the course of preparing Plaintiffs' litigation demands, the Inspection Request, and Plaintiffs' complaints; (ii) analysis of the extensive fact and legal record reflected in the pleadings, motions, status reports, and orders filed in the related Securities Class Action; (iii) research and analysis of the law governing the claims, damages and other remedies, pleading standards, anticipated affirmative defenses and insurance and indemnification in connection with preparation of Plaintiffs' litigation demands, the Inspection Request, Plaintiffs' complaints, and settlement demands; (iv) evaluation of the record regarding the investigation of the matters raised in Plaintiffs' litigation demands and Board deliberations, including the §14A:5-28 Production; (v) evaluation of additional source materials relating to the Special Committee's investigation and Board deliberations produced in response to Plaintiffs' document requests; (vi) assessment of additional confidential information provided by Defendants in the course of the mediation relating to merits, insurance, and indemnification issues; (vii) evaluation of defense counsel's arguments and perspectives offered by the Mediator regarding certain factual allegations, the relative strengths and weaknesses of the various claims and defenses, and problems of proof offered during the course of the mediation exchanges; (viii) research and analysis of the range of potential damages, disgorgement, and non-monetary remedies in connection with preparing the settlement demands and during the course of settlement negotiations; and (ix) review of the Company's existing corporate governance policies and preparation of proposed corporate governance revisions to strengthen the Company's governance.

Plaintiffs carefully weighed the benefits of the Settlement against the significant risks, costs, and delay that would be entailed in attempting to secure a better result through further

litigation. Based upon their investigation and evaluation of the relevant evidence, applicable procedural standards and substantive law, and their assessment of the best interests of BD and its stockholders, and informed by perspectives offered by the Mediator and the arguments and positions advanced by the Defendants during the mediation process and related negotiations, Plaintiffs and Plaintiffs' Counsel have determined that the Settlement's immediate guarantee of a substantial monetary benefit to the Company, together with the substantial long-term benefits to be conferred by the Governance Modifications, is fair, reasonable, and adequate consideration for the Settlement, and that the Settlement serves the best interests of BD and its stockholders.

Accordingly, Plaintiffs and Plaintiffs' Counsel believe that the proposed Settlement confers substantial benefits on BD and its stockholders, including, *inter alia*, the monetary benefit and the adoption of the Governance Modifications set forth in Exhibit A hereto.

Plaintiffs and Plaintiffs' Counsel believe that the terms of the Settlement directly address the claims at issue in the Derivative Actions. Additionally, the Company acknowledges that: (i) the initiation, pendency, and settlement of the Derivative Actions (and the associated demands), and the Plaintiffs' efforts in connection therewith, were a material factor in the implementation of the Governance Modifications; and (ii) the Governance Modifications confer a material benefit on the Company. Further, the Company's Declaration attached as Exhibit A-1 hereto acknowledges that the Board, by unanimous resolution, made these and additional determinations in approving the Settlement.

### **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

Each of the Defendants has expressly denied and continues to deny any fault, liability, or wrongdoing whatsoever as to any facts or claims alleged or asserted in the Derivative Actions, and all of the claims and contentions alleged, or which could have been alleged, therein or in similar



such actions, including that BD has suffered damage by or as a result of the conduct alleged in the Derivative Actions or similar such actions.

Nonetheless, in order to eliminate the burden, expense, and risks inherent in the litigation, Defendants have concluded that it is desirable that the Derivative Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement.

#### **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, on behalf of themselves and derivatively on behalf of BD, the Individual Defendants, and BD, each by and through their respective counsel, in consideration of the benefits flowing to the Parties from the Settlement, and subject to the approval of the Court, that the claims asserted in the Derivative Actions and the other Released Claims shall be finally and fully compromised, settled, and released, and the Derivative Actions shall be dismissed with prejudice and with full preclusive effect as to all Parties, upon and subject to the terms and conditions of this Stipulation, as follows:

##### **1. Definitions**

As used in this Stipulation, the following terms have the meanings specified below:

1.1. “Account” means the account controlled by Plaintiffs’ Lead Counsel.

1.2. “BD” or the “Company” means nominal defendant Becton, Dickinson and Company, a New Jersey corporation, and its predecessors, successors, subsidiaries, affiliates, divisions, and assigns.

1.3. “Board” means the Board of Directors of BD.

1.4. “Consolidated Federal Derivative Action” means the consolidated stockholder derivative action captioned *In re Becton, Dickinson and Company Stockholder Derivative Litigation*, No. 2:20-cv-15474-SRC-CLW (D.N.J.).



1.5. “Consolidated State Court Action” means the *Lotz* Action, as subsequently consolidated with the dismissed *Stein* Action.

1.6. “Governance Modifications” means the corporate governance modifications specified in **Exhibit A** attached hereto.

1.7. “Court” means the United States District Court for the District of New Jersey.

1.8. “Current BD Stockholders” means any Person or Persons who are record or beneficial owners of BD common stock as of the date of this Stipulation and who continue to hold such common stock as of the date upon which the Judgment approving the Settlement becomes final, excluding the Individual Defendants, the current officers and directors of BD, members of their immediate families, and their legal representatives, heirs, successors, or assigns, and any entity in which Individual Defendants have or had a controlling interest.

1.9. “Derivative Actions” means the Consolidated Federal Derivative Action together with the Consolidated State Court Action.

1.10. “Effective Date” means the first date by which all of the events and conditions specified in Section IV.7.2 herein have been met and have occurred.

1.11. “Execution Date” means the date this Stipulation has been signed by all the signatories through their respective counsel.

1.12. “Fee and Expense Amount” means \$3,470,000, the agreed upon sum for all of Plaintiffs’ Counsels’ fees and expenses, subject to Court approval.

1.13. “Final” means the date upon which the last of the following shall occur with respect to the Judgment approving this Stipulation, substantially in the form of **Exhibit C** attached hereto: (1) the expiration of all time to file a notice of appeal or other review of the Judgment; (2) if any appeal or other review of such Judgment is filed, the Court of Appeals has either affirmed the

Judgment or dismissed that appeal and the time for any reconsideration or further appellate review has passed; or (3) if a higher court has granted further appellate review, that court has either affirmed the underlying Judgment in all material respects or affirmed the Court of Appeals' decision affirming the Judgment or dismissing the appeal. For purposes of this paragraph, an "appeal" shall not include any appeal that concerns only the issue of attorneys' fees and expenses or the payment of Service Awards. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to the application for attorneys' fees, costs, or expenses, shall not in any way delay or preclude the Judgment from becoming Final.

1.14. "Judgment" means the [Proposed] Final Judgment and Order of Dismissal to be rendered by the Court, substantially in the form of Exhibit C attached hereto.

1.15. "Notice" means the Notice of Pendency and Proposed Settlement of Stockholder Action, substantially in the form of Exhibit B-1 attached hereto.

1.16. "Notices" refers collectively to the Notice and the Summary Notice (defined herein).

1.17. "Person" or "Persons" means an individual, corporation, limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and each of their spouses, heirs, predecessors, successors, representatives, or assignees.

1.18. "Plaintiffs' Counsel" means Glancy Prongay & Murray LLP ("GPM"), Robbins LLP ("Robbins"), Dilworth Paxson LLP, Herman Jones LLP, Pomerantz LLP, Shuman, Glenn & Stecker, Kaskela Law LLC, and any other law firm(s) listed on the operative complaints or that otherwise represent plaintiffs in the Derivative Actions.

1.19. “Plaintiffs’ Lead Counsel” refers to GPM and Robbins, co-lead counsel in the Consolidated Federal Derivative Action.

1.20. “Preliminary Approval Order” means the proposed order to be rendered by the Court preliminarily approving the Settlement, providing for Notice, and setting a date for the Settlement Hearing, substantially in the form attached hereto as **Exhibit B**.

1.21. “Related Persons” means each and all of a Person’s past, present, or future family members, spouses, domestic partners, parents, associates, affiliates, subsidiaries, officers, directors, stockholders, owners, members, representatives, employees, attorneys, financial or investment advisors, consultants, underwriters, investment banks or bankers, commercial bankers, advisors, employees, principals, agents, heirs, executors, trustees, estates, beneficiaries, distributees, predecessors, successors, affiliates, subsidiaries, divisions, entities, investment vehicles, trusts of which he or she is a settlor, beneficiary or trustee, retirement accounts, foundations, general or limited partners or partnerships, joint ventures, personal or legal representatives, administrators, or any other person or entity acting or purporting to act for or on behalf of any Person, and each of their respective predecessors, successors, and assigns.

1.22. “Released Claims” means, collectively, any and all claims, actions, suits, debts, rights, liabilities, and causes of action of every nature, including both known and Unknown Claims (as defined in Section IV.1.31), whether suspected or unsuspected, whether contingent or non-contingent, whether accrued or unaccrued, whether or not concealed or hidden, whether factual or legal, and for any remedy whether at equity or law, that were or could have been asserted by BD or any BD stockholder derivatively on behalf of BD against the Released Defendant Parties, their insurance carriers, or any other individual named or unnamed, that concern or arise out of, in whole or part: (i) the allegations asserted, or that could have been asserted, in the Derivative

Actions or the matters and occurrences that were alleged, or could have been alleged, in the Derivative Actions; and/or (ii) the Settlement, including the payments provided for in this Stipulation, but excluding any claims to enforce the Settlement.

1.23. “Released Defendants’ Claims” means all claims by Defendants on behalf of themselves and each of their respective heirs, executors, trustees, administrators, legal representatives, predecessors, successors, and assigns, in their capacities as such, against Plaintiffs and their Related Persons or Plaintiffs’ Counsel and their Related Persons, including Unknown Claims (as defined in Section IV.1.31), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Derivative Actions; for the sake of clarity, the Released Defendants’ Claims shall not include any claims by BD, any of its current or former directors, officers, employees, or any other Person claiming coverage under an insurance policy against the insurer(s) under such policy, or any claim by the Individual Defendants against the Company on matters unrelated to the Settlement. Nothing herein shall in any way impair or restrict the rights of any Releasing Party to enforce the terms of this Stipulation.

1.24. “Released Defendant Parties” means collectively, each of the Defendants and each of the Defendants’ current and prior parents, affiliates, subsidiaries, predecessors, officers, directors, employees, agents, successors, assigns, creditors, administrators, heirs and legal representatives.

1.25. “Releasing Parties” means Plaintiffs (both individually and derivatively on behalf of BD), Plaintiffs’ Counsel, BD, any other Current BD Stockholders, Defendants and each and all of their current and prior parents, affiliates, subsidiaries, predecessors, officers, directors, employees, agents, successors, assigns, creditors, administrators, heirs and legal representatives. “Releasing Party” means, individually, any of the Releasing Parties.

1.26. “Securities Class Action” means the consolidated federal securities class action captioned *Industriens Pensjonsforsikring A/S v. Becton, Dickinson and Company, et al.*, Case No. 2:20-cv-02155 (D.N.J.).

1.27. “Settlement” means mean the Settlement documented in this Stipulation.

1.28. “Settlement Fund” means Nine Million Dollars (\$9,000,000.00) in cash.

1.29. “Settlement Hearing” means the hearing set by the Court to consider final approval of the Settlement.

1.30. “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Action, substantially in the form of **Exhibit B-2** attached hereto.

1.31. “Unknown Claims” means any and all Released Claims or Released Defendants’ Claims which any Plaintiffs or any Defendants do not know of or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties that, if known by him, her, or it might have affected his, her, or its settlement with, and release of, the Released Defendant Parties, including claims based on the discovery of facts in addition to or different from those which he, she, or it knows or believes to be true with respect to the Released Claims or Released Defendants’ Claims. With respect to any and all Released Claims or Released Defendants’ Claims, the Parties agree that upon the Effective Date, the Parties expressly waive the provisions, rights, and benefits conferred by or under California Civil Code section 1542, or any other law of the United States or any state or territory of the United States, or principle of foreign or common law, which is similar, comparable, or equivalent to section 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Parties acknowledge that they may hereafter discover facts in addition to or different from those now known or believed to be true by them, with respect to the subject matter of the Released Claims or Released Defendants' Claims, but it is the intention of the Parties to completely, fully, finally, and forever compromise, settle, release, discharge, and extinguish any and all Released Claims or Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which do now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge that the foregoing waiver was separately bargained for and is a key element of this Stipulation of which this release is a part.

**2. The Governance Modifications and Settlement Fund**

2.1. The Company will implement the Governance Modifications set forth in Exhibit A hereto (and its exhibits) within a period of sixty (60) days following the Effective Date.

2.2. The Company shall maintain the Governance Modifications for no less than four (4) years.

2.3. The Parties agree that: (a) the initiation, pendency and settlement of the Derivative Actions, and the Plaintiffs' efforts in connection therewith, including their pre-suit efforts, were the cause of the creation of the Settlement Fund and were a material factor in the implementation of the Governance Modifications, (b) the Governance Modifications confer a material benefit on the Company, and (c) the Settlement is in all respects fair, reasonable, and in the best interests of the Company and its stockholders, as set forth in the Company's Declaration, attached as Exhibit A-1 hereto, regarding the resolutions passed by the Board approving the Settlement.

2.4. Defendants' insurance carriers shall cause the Settlement Fund to be deposited into the Account within twenty (20) business days of the later of entry of the Preliminary Approval Order, as defined in Section IV.1.20 herein, or their receipt of information reasonably required to

process wire or check payment. Within ten (10) business days of the Effective Date, Plaintiffs' Lead Counsel will transfer the Settlement Fund, less the Fee and Expense Amount (as defined in Sections IV.6.1-6.2 below) paid or payable to Plaintiffs' Counsel and any deductions for required taxes and tax expenses, from the Account to the Company.

### **3. Procedures for Implementing the Settlement**

3.1. Promptly after execution of this Stipulation, Plaintiffs shall submit this Stipulation and its exhibits to the Court and shall apply for the Preliminary Approval Order substantially in the form of **Exhibit B** hereto, including approval of the Notice substantially in the form of **Exhibit B-1** hereto and the Summary Notice substantially in the form of **Exhibit B-2** hereto. Plaintiffs shall use their best efforts to submit their application for preliminary approval as expeditiously as possible.

3.2. The Company shall be responsible for providing notice of the Settlement and any and all costs associated therewith (which shall be payable out of the Settlement Fund), regardless of whether the Court approves the Settlement or the Effective Date of the Settlement otherwise fails to occur, pursuant to Rule 23.1 of the Federal Rules of Civil Procedure. Within ten (10) business days after the entry of the Preliminary Approval Order, the Company shall cause: (i) the publication of an agreed-upon short-form settlement notice once in *Investor's Business Daily* or similar online publication; (ii) the posting of an agreed-upon long-form notice and the Stipulation (including exhibits) on the "Investor Relations" portion of the Company's website; and (iii) the filing with the SEC of a Current Report on Form 8-K attaching the Notice. The Parties believe the content and manner of the Notice and Summary Notice constitute adequate and reasonable notice to BD stockholders pursuant to applicable law and due process. The Company shall file with the Court an appropriate affidavit or declaration with respect to the filing and publication of the Notice



and Summary Notice to the Company's stockholders at least thirty (30) days prior to the Settlement Hearing.

3.3. The Parties agree to request that the Court hold a Settlement Hearing in the Consolidated Federal Derivative Action no earlier than sixty (60) calendar days after Preliminary Approval, at which time the Court will consider and determine whether the Judgment, substantially in the form of **Exhibit C** attached hereto, should be entered: (i) approving the terms of the Settlement as fair, reasonable, and adequate; (ii) dismissing with prejudice the Consolidated Federal Derivative Action against the Defendants; (iii) releasing the Released Claims and Released Defendants' Claims; and (iv) approving Plaintiffs' Counsel's Fee and Expense Amount, as negotiated by Plaintiffs' Counsel and Defendants, with the assistance of the Mediator, and any requested Service Awards for Plaintiffs, to be paid out of the Fee and Expense Amount.

#### **4. Mutual Releases**

4.1. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice the Released Claims and Released Defendants' Claims (including Unknown Claims) against the Released Defendant Parties and any and all claims arising out of, relating to, or in connection with the defense, settlement, or resolution of the Derivative Actions against the Released Defendant Parties; provided, however, that such release shall not affect any claims to enforce the terms of this Stipulation or the Settlement.

4.2. Within three (3) business days of the filing of the application seeking the Preliminary Approval Order, as described in Section IV.3.1 herein, the State Court Plaintiff and the State Court Plaintiff's counsel will file a Notice of Settlement with the New Jersey State Court, attaching the preliminary approval filing and notifying the New Jersey State Court that the State Court Plaintiff will file a motion seeking dismissal of the Consolidated State Court Derivative



Action with prejudice after this Court enters the Judgment and the Judgment has become Final. Within five (5) business days of the Judgment becoming final, counsel for the State Court Plaintiff shall take whatever action may be necessary to voluntarily dismiss the Consolidated State Court Action and all Plaintiffs' Counsel shall assist in this regard as may be necessary or appropriate. Any additional incremental costs of notice that may be required in connection with the Consolidated State Court Action shall be deemed costs of notice in the Consolidated Federal Derivative Action, and shall be payable from the Settlement Fund.

4.3. Pending the Court's determination as to final approval of the Settlement, the Releasing Parties and their counsel are barred and enjoined from commencing, prosecuting, instigating, maintaining, or in any way participating in the commencement or prosecution of any action or proceeding asserting any Released Claim against any of the Released Defendant Parties, or challenging the Settlement (other than in this Consolidated Federal Derivative Action in accordance with the procedures established by the Court), and Plaintiffs and Plaintiffs' counsel expressly covenant not to do so. If any action is taken by any Releasing Party in violation of this provision, Plaintiffs, if requested, shall join in any motion and shall otherwise use reasonable best efforts to effect a withdrawal, dismissal, transfer or stay of such action. The Judgment shall include a litigation bar permanently enjoining the Releasing Parties and Plaintiffs' Counsel from taking any of the actions prohibited by this provision as defined in this Section IV.4.3.

4.4. Nothing in this Stipulation constitutes or reflects a waiver or release of any rights or claims of Defendants against their insurers, or their insurers' subsidiaries, predecessors, successors, assigns, affiliates, or representatives, including, but not limited to, any rights or claims by the Defendants under any D&O liability insurance or other applicable insurance coverage maintained by the Company. Nothing in this Stipulation constitutes or reflects a waiver or release

of any rights or claims of the Defendants relating in any way to indemnification or advancement of attorneys' fees relating to the Derivative Actions or the Released Claims, whether under any written indemnification or advancement agreement, or under the Company's charter, by-laws or operating agreement, or under applicable law.

**5. No Admissions**

5.1 Neither this Stipulation, nor the Settlement, nor the Term Sheet, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement, nor any negotiations, discussions, actions, and proceedings in connection with the Stipulation: (a) is or may be deemed to be or may be offered, attempted to be offered, or used in any way by the Parties or any other person as a presumption, a concession, an admission, or evidence of any fault, wrongdoing, or liability of the Parties whatsoever or of the validity of any Released Claims or Released Defendants' Claims, which is expressly denied; or (b) is or may be deemed to be or may be used as a presumption, concession, admission, or evidence of any liability, fault, or omission of any of the Released Defendant Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Stipulation, nor the Settlement, nor the Term Sheet, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement, nor any negotiations, discussions, actions, and proceedings in connection with the Stipulation or Settlement, shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that the Released Defendant Parties may file this Stipulation and/or the Judgment in any action that may be brought against them to support a defense or counterclaim, including those based on the principles of res judicata, collateral estoppel, full faith and credit, release, standing, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion or based on the bar order contained herein.

**6. Fee and Expense Amount and Service Awards**

6.1. After negotiating the monetary relief for the Company and the Corporate Governance Reforms, Plaintiffs' Counsel and counsel for Defendants, with the assistance of the Mediator, separately negotiated with respect to the amount of the Fee and Expense Amount to be paid to Plaintiffs' Counsel, subject to Court approval. Acknowledging that (a) the pendency and settlement of the Derivative Actions, and the Plaintiffs' efforts in connection therewith, were the cause of the Settlement Fund and a material factor in the implementations of the Governance Modifications, (b) the Governance Modifications confer a material benefit on the Company, and (c) the Settlement is in all respects fair, reasonable, and in the best interests of the Company and its stockholder, Defendants agree to pay the Fee and Expense Amount, subject to Court approval. The Fee and Expense Amount shall constitute final and complete payment for Plaintiffs' Counsel's attorney's fees and expenses that have been incurred or will be incurred in connection with the Derivative Actions. Neither Defendants nor their insurers shall have any obligation or liability with respect to attorneys' fees, costs, or expenses beyond the amount approved by the Court in response to the motion for approval of the Fee and Expense Amount.

6.2. The Fee and Expense Amount shall be payable from the Settlement Fund immediately upon entry of the Judgment and an order approving the Fee and Expense Amount by the Court, notwithstanding any collateral attacks on any aspect of the Settlement, or any objections, appeals, or potential appeals of the Settlement or the Fee and Expense Amount, subject to Plaintiffs' Counsel's obligations, severally, to effectuate appropriate refunds in the event the Settlement is terminated pursuant to the terms of the Stipulation, or, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Amount is reduced or reversed and such order reducing or reversing the award has become final and non-appealable. In the event the Settlement is not approved, or is terminated, cancelled, or fails to

become effective for any reason, including, without limitation, in the event the Judgment is reversed or vacated or materially attacked, within ten (10) business days after written notification by counsel for Defendants, which shall include sufficient written payment instructions, Plaintiffs' Counsel shall severally refund the Fee and Expense Amount to Defendants' insurance carriers in accordance with the instructions to be provided by counsel for Defendants. In the event the Fee and Expense Amount is reduced or reversed and such order reducing or reversing the award has become final and non-appealable, within ten (10) business days after written notification by counsel for Defendants, which shall include sufficient written payment instructions, Plaintiffs' Counsel shall severally refund the Fee and Expense Amount, or such amount by which it has been reduced, to the Company in accordance with the instructions to be provided by counsel for Defendants. Other than the obligation to cause their insurance carrier(s) to deposit the Settlement Fund into the Account as set forth in Section IV.2.4 hereof, neither the Defendants nor any other Released Person shall have any obligations to make any other payment pursuant to this Stipulation, nor any responsibility, obligation, or liability with respect to the Account or the monies maintained therein or the administration related to the Fee and Expense Amount, including, without limitation, any responsibility or liability related to allocation of the Fee and Expense Amount among Plaintiffs' Counsel, or any fees, taxes, investment decisions, maintenance, supervision or distribution of any portion of the Fee and Expense Amount, including any Service Awards.

6.3. Plaintiffs' Counsel shall allocate the Fee and Expense Amount among themselves. Plaintiffs' Counsel agree that any disputes regarding the allocation of the Fee and Expense Amount among them shall be referred to the Mediator for mediation, and if, if necessary, for final, binding, non-appealable resolution by the Mediator, pursuant to procedures to be determined by the Mediator. The Mediator's fees and costs for any such mediation and/or arbitration shall be borne

solely by Plaintiffs' Counsel. Defendants shall take no position with respect to Fee and Expense Amount allocation. In no event shall such allocation matters affect or delay the enforceability of the Settlement, provide any Party with the right to terminate the Settlement, impose any obligation on any Defendant or the Company, subject them in any way to an increase in the amount paid by them or on their behalf or a decrease in the amount to be received by them in connection with the Settlement or affect or delay the binding effect or finality of the Settlement and the releases by any Releasing Party against any Released Defendant Party.

6.4. The Releasing Parties further stipulate that Plaintiffs' Counsel may apply to the Court for reasonable service awards for Plaintiffs not to exceed \$5,000 each ("Service Awards"), only to be paid out of such Fee and Expense Amount awarded by the Court, in consideration for their roles in securing the Settlement's substantial benefits. Neither the Company nor the Individual Defendants will oppose any such Service Awards. Neither the Company nor any of the Defendants nor their insurance carriers shall be liable for any portion of any Service Award.

6.5. Except as otherwise provided herein or except as provided pursuant to indemnification or insurance rights, each of the Parties shall bear his, her, or its own expenses and attorneys' fees. The failure of the Court to approve the Fee and Expense Amount or any requested Service Award(s), in whole or in part, shall have no effect on this Settlement. The Settlement shall not be contingent or conditioned upon resolution of any question relating to the Fee and Expense Amount, and the Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any award of attorneys' fees and expenses. Any disapproval or modification of any application for attorneys' fees and expenses shall not affect or delay the enforceability of the Settlement or afford any Party with the right to terminate the Settlement.

## **7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

7.1. This Settlement and the consideration therefor are given by the Defendants in return for, and are contingent upon, a full and complete release of all Released Claims against all Released Defendant Parties, which release no longer may be challenged by Plaintiffs, any Current BD Stockholder, or by BD.

7.2. The Effective Date is conditioned on the occurrence of all of the following events, and is the first date by which all of the following events and conditions have been met and have occurred:

- (a) approval of the Settlement, and each of its terms, by Defendants;
- (b) Court approval of the method and form of providing the Notice and Summary Notice, attached hereto as **Exhibits B-1 and B-2**, respectively, to Current BD Stockholders and entry by the Court of the Preliminary Approval Order that does not deviate materially from the form attached hereto as **Exhibit B**;
- (c) final approval of the Settlement by the Court following notice to Current BD Stockholders;
- (d) the payment of the Fee and Expense Amount in accordance with Sections IV.6.1-6.2;
- (e) entry by the Court of the Judgment that does not deviate materially from the form attached hereto as **Exhibit C**, approving the Settlement and dismissing the Consolidated Federal Derivative Action with prejudice;
- (f) the passing of the date upon which the Judgment becomes Final; and
- (g) the dismissal of the Consolidated State Court Action with prejudice, and such order of dismissal with prejudice has become Final.

7.3. If any of the conditions specified in paragraph 7.2 are not met, then this Stipulation shall be canceled and terminated subject to paragraph 7.4, unless the Parties mutually agree in writing to proceed with this Stipulation; provided, however that the Court's failure to approve the Fee and Expense Amount or the Service Awards shall not be grounds for termination or cancellation of the Settlement.

7.4. If for any reason the Effective Date of this Stipulation does not occur, or if this Stipulation is in any way canceled, terminated, or fails to become final in accordance with its terms: (i) all Parties and Released Defendant Parties shall be restored to their respective positions in the Derivative Actions as of November 28, 2024; (ii) all releases delivered in connection with this Stipulation shall be null and void, except as provided for in this Stipulation; (iii) the Fee and Expense Amount paid to Plaintiffs' Counsel and any and all interest accrued thereon since payment, shall be returned to Defendants' insurer(s) pursuant to Section VI.6.2 of this Stipulation; and (iv) all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties, shall not be deemed or construed to be an admission by a Party of any act, matter, or proposition, and shall not be used in any manner for any purpose in any subsequent proceeding in any other action or proceeding. In such event, and except as otherwise indicated in this Stipulation, the terms and provisions of this Stipulation shall have no further force and effect with respect to the Parties and shall not be used in the Derivative Actions or in any other proceeding for any purpose. In event Plaintiffs' Lead Counsel fails to timely transfer the Settlement Fund (less any Fee and Expense Amount) to the Company from the Account in accordance with Section IV.2.4, the Company may unilaterally terminate the Settlement notwithstanding the occurrence of the Effective Date.



## **8. Additional Provisions**

8.1. The Parties: (i) acknowledge that it is their intent to consummate this Stipulation and Settlement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and the Settlement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Stipulation and the Settlement.

8.2. The Parties intend this Settlement to be a final and complete resolution of all disputes between Plaintiffs, Individual Defendants, Current BD Stockholders and BD with respect to the Derivative Actions and the claims asserted therein. The Settlement involves claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim, allegation, or defense. The Parties further agree that the claims are being settled voluntarily after consultation with competent legal counsel and the Mediator.

8.3. The Parties agree that the terms of the Settlement were negotiated in good faith and at arm's-length by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with competent legal counsel. The Parties and their respective counsel agree that, throughout the course of the litigation, all Parties and their counsel complied with Rule 11 of the Federal Rules of Civil Procedure in connection with the maintenance, prosecution, defense, and settlement of the Derivative Actions and shall not make any application for sanctions, pursuant to Rule 11 or other court rule or statute, with respect to any claim or defense in the Derivative Actions.

8.4. Nothing herein shall expand the liabilities of any BD director or officer beyond any liabilities otherwise imposed by law.

8.5. The Parties agree that if any disputes arise out of the finalization of the settlement documents, the Parties will attempt to resolve those issues by way of expedited telephonic



mediation in front of the Mediator and, if unsuccessful, then by way of final, binding, non-appealable resolution by the Mediator.

8.6. The Parties agree that, other than disclosures required by law or the Court, any public comments from the Parties or any of their representatives regarding this Settlement will not substantially deviate from words to the effect that the Parties have reached a mutually acceptable resolution that will avoid protracted and expensive litigation, that the Parties are satisfied with the resolution, and that the Settlement is in the best interests of the Company and its stockholders. None of the Parties shall make any public statement regarding the terms of this Stipulation, or the Settlement contained herein, that is critical of or disparages the Settlement or the conduct of the Parties.

8.7. The fact of and provisions contained in this Stipulation (including any exhibits attached hereto) and the Term Sheet, and all negotiations, discussions, actions, and proceedings in connection with this Stipulation and the Term Sheet shall not be deemed or constitute a presumption, concession, or an admission by any Defendant or any other Released Defendant Party of any fault, liability, or wrongdoing whatsoever as to any facts or claims alleged or asserted in the Derivative Actions, and shall not be invoked, offered, or received in evidence or otherwise used by any person in the Derivative Actions, or any other action or proceeding whether civil, criminal, or administrative, except in connection with any proceeding to proceed with or enforce the terms of this Stipulation. Neither the Term Sheet nor the Settlement Agreement may be offered against any Defendant or other released person or entity as evidence of any admission of wrongdoing, liability, or damages. If the Settlement is not approved, or does not proceed to fruition for any other reason whatsoever, the Parties shall revert to their respective positions as if the Term Sheet and the Settlement never existed; provided, however, that in the event of a termination the

Stipulation or other failure of the Settlement contemplated by this Stipulation, this paragraph, the paragraph titled "Binding Agreement" of the Term Sheet and any similar provisions of the Stipulation or Term Sheet shall survive such termination or other failure of the Settlement. Nothing in this Section, however, shall prevent the Released Defendant Parties from filing this Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, full faith and credit, release, standing, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, and any of the Parties may file this Stipulation and documents executed pursuant and in furtherance thereto in any action to enforce the Settlement.

8.8. The Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

8.9. This Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

8.10. This Stipulation and the Exhibits attached hereto constitute the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party concerning this Stipulation or any of its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as specifically provided herein, each Party shall bear its own costs.

8.11. Each counsel or other Person executing this Stipulation and/or the Exhibits attached hereto on behalf of any Party hereby warrants that such Person has the full authority to do so.

8.12. This Stipulation may be executed in one or more counterparts. An electronically scanned (in .pdf format) signature shall be deemed an original signature for the purposes of this

Stipulation. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of counterparts, either originally executed or copies thereof, shall be filed with the Court.

8.13. This Stipulation and the Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties and the Released Defendant Parties.

8.14. The waiver by any Party of any breach of this Stipulation shall not be deemed or construed as a waiver of any other breach, whether prior or subsequent to, or contemporaneous with, the execution of this Stipulation.

8.15. Without affecting the finality of the Judgment entered in accordance with this Stipulation, the Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation and the Settlement, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing this Stipulation and the Settlement.

8.16. This Stipulation shall not be construed more strictly against any Releasing Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that this Stipulation is the result of an arm's-length negotiations and this Stipulation shall be deemed drafted equally by all Parties.

8.17. This Stipulation and the Settlement contemplated by it shall be governed by, construed, performed, and enforced in accordance with the laws of the State of New Jersey, without regard to any state's principles, policies, or provisions governing choice of law. The Parties agree that the Settlement, and all matters relating to its interpretation, construction, or enforcement, will be subject to the continuing jurisdiction of the Court that approves the Settlement.

8.18. No representations, warranties, or inducements have been made to any of the Parties concerning this Stipulation or its exhibits other than the representations, warranties, and

covenants contained and memorialized in such documents.

8.19. The Parties hereby represent and warrant that they have not assigned any rights, claims, or causes of action that were asserted or could have been asserted in connection with, under, or arising out of the Released Claims.

8.20. The headings used in this Stipulation are used for the purpose of convenience only and are not meant to have legal effect.

8.21. In the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit hereto, the terms of this Stipulation shall prevail.


8.22. All agreements made and orders entered during the course of the Derivative Actions relating to the confidentiality of information shall survive this Stipulation except those provisions of the Term Sheet relating to the confidentiality of the terms of the settlement prior to entry of this Stipulation.

8.23. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed,  
by their duly authorized attorneys, dated this 5th day of June, 2025.

By:   
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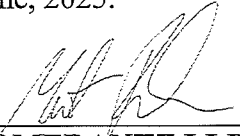
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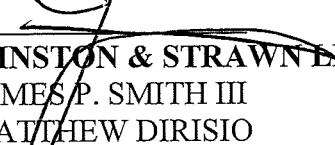
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Claire M. Fraser, Jeffrey W.  
Henderson, Christopher Jones,  
Marshall O. Larsen, David F. Melcher,  
Claire Pomeroy, Rebecca W. Rimel,  
Timothy M. Ring, and Bertram L. Scott*

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

IN RE BECTON, DICKINSON AND  
COMPANY STOCKHOLDER DERIVATIVE  
LITIGATION

Master File No. 2:20-cv-15474-SRC-  
CLW

**CORPORATE GOVERNANCE  
MODIFICATIONS**

**CORPORATE GOVERNANCE MODIFICATIONS**



Pursuant to the terms of the Stipulation of Settlement, Becton, Dickinson and Company (“BD” or the “Company”) shall, within sixty (60) calendar days of the final Court approval of the final stipulation of settlement (“Settlement”), implement the corporate governance modifications identified below and shall maintain the Governance Modifications for no less than four (4) years unless otherwise specified here.

**Disclosure Committee**

1. The Disclosure Committee will evaluate and assess its Charter and its performance annually or upon the occurrence of certain material events. Any changes to the Disclosure Committee’s Charter must be approved by the Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”) (“Certifying Officers”).
2. To the extent not already included therein, the Disclosure Committee Charter shall formalize and reflect that: (i) one member of the Disclosure Committee will be designated the Committee’s Chairperson by the Certifying Officers; (ii) the Chairperson shall schedule and preside over meetings and ensure the timely preparation of agendas for, and a written record of, meetings; (iii) any interpretation of the Charter or the Disclosure Committee’s procedures shall be made by the Disclosure Committee Chairperson; and (iv) the Chairperson or the Certifying Officers may retain outside consultants or advisors, including independent auditors, and other personnel of the Company as appropriate.
3. The Disclosure Committee will review at its regular meetings the Company’s quarterly earnings press releases and a subcommittee thereof will review related materials (such as earnings conference call scripts) to determine the adequacy and accuracy of the disclosures included therein.
4. The Chairperson of the Disclosure Committee will report at least quarterly to the Audit Committee and at least annually to the full Board.
5. The Disclosure Committee will formalize as part of its procedures annual reviews of the Disclosure Committee Charter to identify industry-leading oversight practices for implementation in connection with the Company’s disclosure practices.
6. A draft of the new, amended Disclosure Committee Charter shall be provided to Plaintiffs’ counsel solely for their review prior to the parties executing the Stipulation of Settlement.

### **Board Reporting**

1. The Company's General Counsel ("GC"), Chief Medical Officer ("CMO"), Chief Ethics & Compliance Officer, Chief Quality & Regulatory Officer, or other officers as appropriate (e.g., Chief Regulatory Counsel) shall timely update the Board and/or appropriate Committee at each meeting regarding: (i) any material compliance violations by the Company that are raised by the U.S. Food and Drug Administration ("FDA") or other regulatory agencies that fall under their respective purviews; and (ii) any material adverse developments in product manufacturing, distribution, or commercialization, including efficacy or safety data, in each case that would potentially materially impact the Company's financing and/or the probability of regulatory approval of key products under development.

### **Public Disclosure of BD's Insider Trading Policy and Clawback Policy**

1. The Company's existing Insider Trading Policy shall be published on the Investor Relations portion of the Company's website.
2. In addition to disclosure of its clawback policies consistent with New York Stock Exchange and U.S. Securities and Exchange Commission regulations, the Company's Discretionary Clawback Policy shall be published on the Investor Relations portion of the Company's website.

### **Director Independence**

1. Each Independent Director shall annually certify in writing that he or she is independent, based on the information in the Director and Officer Questionnaire.
2. The review of disclosures regarding director independence in the Company's Proxy Statement shall include an evaluation by the Corporate Governance and Nominating Committee of relationships that might compromise the director's independence. The Committee's findings shall be presented to the full Board for consideration and approval.

### **Governance Expert**

1. The Board shall hire an independent corporate governance expert at least once in the next three (3) years to review and evaluate BD's corporate governance practices, compare these practices with best practices, and assist the Corporate Governance and Nominating Committee in developing recommendations to the Board regarding any actions to take based on its evaluation, including the implementation of new processes and procedures as necessary.

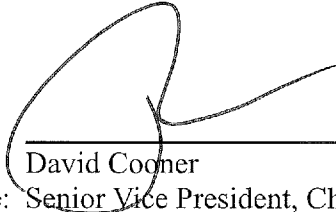
# EXHIBIT A-1

**Declaration**

Becton, Dickinson and Company hereby acknowledges that its Board of Directors:

1. Determined, in the good faith exercise of business judgment, that: (a) the initiation, pendency and settlement of the Derivative Actions and the Plaintiffs' efforts in connection therewith, were the cause of the Settlement Fund and a material factor in the implementations of the Modifications; (b) the Modifications confer a material benefit on the Company; and (c) the Settlement is in all respects fair, reasonable, and in the best interests of the Company and its stockholders; and
2. Acting by unanimous resolution of the independent directors, approved the settlement.

Date: June 5, 2025

  
By: David Cooner  
Title: Senior Vice President, Chief Litigation Counsel

# EXHIBIT B

**DISTRICT OF NEW JERSEY**

IN RE BECTON, DICKINSON AND  
COMPANY STOCKHOLDER DERIVATIVE  
LITIGATION

Master File No. 2:20-cv-15474-SRC-  
CLW

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

WHEREAS, the above-captioned stockholder derivative action is pending before the Court (the “Consolidated Federal Derivative Action”);

WHEREAS, lead plaintiffs in the Consolidated Federal Derivative Action, Ronald Jankowski and Jeff Schranz (the “Federal Derivative Plaintiffs”), having moved for an order: (i) preliminarily approving the proposed settlement of the Derivative Actions in accordance with the Stipulation of Settlement, dated June 5, 2025 (the “Stipulation” or “Settlement”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions of the proposed settlement and dismissal of the Consolidated Federal Derivative Action with prejudice; (ii) setting a date for a hearing to finally approve the Settlement; and (iii) approving the dissemination of the Notice of Pendency and Proposed Settlement of Stockholder Action (the “Notice”) and Summary Notice of Pendency and Proposed Settlement of Stockholder Action (the “Summary Notice”);

WHEREAS, all capitalized terms contained herein shall have the same meaning as set forth in the Stipulation (in addition to those capitalized terms defined herein); and

WHEREAS, this Court, having considered the Stipulation and the Exhibits annexed thereto, the motion for preliminary approval of the Settlement, and arguments of the Parties made in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Court hereby preliminarily approves, subject to further consideration at the Settlement Hearing described below, the Stipulation and the Settlement set forth therein, including the terms and conditions for settlement and dismissal with prejudice of the Consolidated Federal Derivative Action.

2. A hearing (the “Settlement Hearing”) shall be held in this Court on \_\_\_\_\_, 2025, at \_\_: \_\_m., before the Honorable U.S. District Judge Stanley R. Chesler

of the U.S. District Court for the District of New Jersey, in Courtroom PO No. 2 at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Newark, NJ 07102, to determine whether the Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate to Becton, Dickinson and Company (“BD” or the “Company”) and its stockholders and should be approved by the Court; whether the [Proposed] Final Judgment and Order of Dismissal should be entered herein; and whether to approve the Fee and Expense Amount to Plaintiffs’ Counsel and Service Awards to Plaintiffs.

3. The Court approves, as to form and content, the Notice annexed as Exhibit B-1 hereto and the Summary Notice annexed as Exhibit B-2 hereto and finds that the publication of the Notice, Summary Notice, and Stipulation, substantially in the manner and form set forth in this Order, meets the requirements of pursuant to Rule 23.1 of the Federal Rules of Civil Procedure, and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

4. Not later than ten (10) business days following the entry of this Preliminary Approval Order, BD shall publish the Summary Notice once in *Investor’s Business Daily* or similar online publication; post the Notice and Stipulation (including exhibits) on the “Investor Relations” portion of the Company’s website; and file with the U.S. Securities and Exchange Commission a Current Report on Form 8-K attaching the Notice.

5. BD shall be responsible for providing notice of the Settlement and any and all costs associated therewith.

6. Defendants shall file with the Court an appropriate affidavit or declaration with respect to the filing and publication of the Notice and Summary Notice to the Company’s stockholders at least thirty (30) days prior to the Settlement Hearing.



7. The Court reserves: (i) the right to approve the Settlement, with such modifications as may be agreed to by counsel for the Parties consistent with the Settlement, without further notice to BD stockholders; (ii) the right to continue or adjourn the Settlement Hearing from time to time, by oral announcement at the hearing or at any adjournment thereof, without further notice to BD stockholders, and may decide to approve the Settlement without a hearing and without further notice to BD stockholders or move the Settlement Hearing to Zoom or another similar virtual platform without further notice to BD stockholders.

8. Not later than twenty-one (21) calendar days prior to the Settlement Hearing, the Plaintiffs shall file papers with the Court in support of the Settlement and Fee and Expense Amount, including the Service Awards.

9. Any BD stockholder may appear and show cause, at their own expense, individually or through counsel, if he, she, or it has any reason why the Settlement embodied in the Stipulation should or should not be entered hereon, or the Fee and Expense Amount (including any Service Awards) should not be awarded. However, no BD stockholder shall be heard or entitled to contest the approval of the proposed Settlement, or, if approved, the Judgment to be entered hereon, unless that BD stockholder has: (1) filed with the Clerk of the Court, and served on counsel as noted below, a written objection setting forth (a) a written notice of objection with the person's name, address, and telephone number, along with a representation as to whether such person intends to appear at the Settlement Hearing, (b) competent evidence that such person currently holds shares of BD common stock, (c) a statement of objections to any matters before the Court, the grounds therefor, or the reasons for such person desiring to appear and be heard, as well as all documents or writings such person desires the Court to consider, (d) proof of service; and (e) the identities of any cases (by name and court) in which the objector or his, her, or its

attorney, if any, has objected to a settlement in the last three (3) years; and (2) if a BD stockholder intends to and requests to be heard at the Settlement Hearing, in addition to the requirements of (1) above, filed with the Clerk of the Court (a) a written notice of such stockholder's intention to appear at the Settlement Hearing; (b) a statement indicating the basis for such appearance; and (c) any and all evidence proposed to be presented at the Settlement Hearing.

10. If any such Current BD Stockholder intends to appear and requests to be heard at the Settlement Hearing, then at least fourteen (14) calendar days prior to the Settlement Hearing, any such person must file the written objection(s) and corresponding materials, and a notice of intent to appear with the Clerk of the U.S. District Court for the District of New Jersey, in Courtroom PO No. 2 at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Newark, NJ 07102, and serve such materials by that date, on each of the following Parties' counsel:

**Counsel for Plaintiff Jeff Schranz and Co-Lead Counsel  
for Plaintiffs in the Consolidated Federal Derivative  
Action**

ROBBINS LLP  
BRIAN J. ROBBINS  
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-and-

ROBERT V. PRONGAY  
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Counsel for Plaintiffs in the Consolidated Federal  
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**Counsel for Nominal Defendant Becton, Dickinson and  
Company and Defendants Vincent A. Forlenza, Thomas  
E. Polen, Christopher R. Reidy, Catherine M. Burzik,  
R. Andrew Eckert, Claire M. Fraser, Jeffrey W.  
Henderson, Christopher Jones, Marshall O. Larsen,  
David F. Melcher, Claire Pomeroy, Rebecca W. Rimel,  
Timothy M. Ring, and Bertram L. Scott**

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Four Gateway Center  
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Newark, New Jersey 07102  
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11. Only Current BD Stockholders who have filed with the Court and served on the Parties' counsel valid and timely written notices of objection will be entitled to be heard at the hearing, unless the Court orders otherwise.

12. Any BD stockholder who does not make an objection in the manner provided herein shall be deemed to have waived any such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the Settlement, unless otherwise ordered by the Court, and shall in all respects be bound by the Judgment to be entered and the releases to be given.

13. Plaintiffs' Lead Counsel and Defendants' counsel are directed to promptly furnish each other with copies of any and all objections that are served upon them or otherwise come into their possession.

14. Not later than seven (7) calendar days prior to the Settlement Hearing the Parties' responses to objections, if any, shall be served and filed.

15. All proceedings in the Consolidated Federal Derivative Action are stayed until further order of the Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation.

16. Pending final determination of whether the Settlement should be approved, no BD stockholder, either directly, representatively, or in any other capacity, shall commence, prosecute, instigate, maintain, seek to investigate or in any way participate in the commencement or prosecution against any of the Released Defendant Parties any action or proceeding in any court or tribunal relating to any of the Released Claims or challenging the Settlement in any manner other than as provided in this Order.

17. The Court reserves the right to adjourn the date of the Settlement Hearing or modify any other dates set forth herein without further notice to Current BD Stockholders, and retains exclusive jurisdiction to consider all further applications arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Current BD Stockholders.

18. Neither the Stipulation, nor the Settlement, nor the Term Sheet, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement or the Term Sheet: (i) is or may be deemed to be or may be offered, attempted to be offered or used in any way by the Parties or any other person as a presumption, a concession or an admission of, or evidence of, any fault, wrongdoing, or liability of the Parties or Released Defendant Parties, or of the validity of any Released Claims; nor (ii) shall be admissible, offered or received as evidence or used by any other person in any other actions or proceedings, whether civil, criminal, or administrative, except that the Released Defendant Parties may file the Stipulation and the Judgment, if any, in any action that may be brought against them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, full faith and credit, release, standing, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

DATED: \_\_\_\_\_

\_\_\_\_\_  
BY ORDER OF THE COURT  
HONORABLE STANLEY R. CHESLER

# EXHIBIT B-1

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

IN RE BECTON, DICKINSON AND  
COMPANY STOCKHOLDER DERIVATIVE  
LITIGATION

Master File No. 2:20-cv-15474-SRC-  
CLW

**NOTICE OF PENDENCY AND  
PROPOSED SETTLEMENT OF  
STOCKHOLDER ACTION**

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT  
OF STOCKHOLDER ACTION**



**TO: ALL RECORD AND BENEFICIAL OWNERS OF BECTON, DICKINSON AND COMPANY. (“BD”) COMMON STOCK AS OF JUNE 5, 2025, EXCLUDING THE INDIVIDUAL DEFENDANTS, THE OFFICERS AND DIRECTORS OF BD, MEMBERS OF THEIR IMMEDIATE FAMILIES, AND ANY ENTITY IN WHICH INDIVIDUAL DEFENDANTS HAVE OR HAD A CONTROLLING INTEREST (“CURRENT BD STOCKHOLDERS”).**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS ACTION. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT AND DISMISSAL OF STOCKHOLDER DERIVATIVE LITIGATION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS.**

**IF THE COURT APPROVES THE SETTLEMENT AND DISMISSAL OF THE ACTION, CURRENT STOCKHOLDERS OF BD WILL BE FOREVER BARRED FROM CONTESTING THE APPROVAL OF THE PROPOSED SETTLEMENT AND FROM PURSUING THE RELEASED CLAIMS. THIS ACTION IS NOT A “CLASS ACTION.” THUS, THERE IS NO COMMON FUND UPON WHICH YOU CAN MAKE A CLAIM FOR A MONETARY PAYMENT.**

**THE COURT HAS MADE NO FINDINGS OR DETERMINATIONS RESPECTING THE MERITS OF THE ACTION. THE RECITATION OF THE BACKGROUND AND CIRCUMSTANCES OF THE SETTLEMENT CONTAINED HEREIN DOES NOT CONSTITUTE THE FINDINGS OF THE COURT. IT IS BASED ON REPRESENTATIONS MADE TO THE COURT BY COUNSEL FOR THE PARTIES.**

**YOU ARE HEREBY NOTIFIED**, pursuant to an Order from the Honorable U.S. District Judge Stanley R. Chesler of the U.S. District Court for the District of New Jersey, in Courtroom [●] at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Newark, NJ 07102 (the “Court”), that a proposed settlement agreement has been reached among (i) Plaintiffs,<sup>1</sup> on behalf of themselves and derivatively on behalf of nominal defendant BD, (ii) BD, and (iii) defendants Vincent A. Forlenza, Thomas E. Polen, Christopher R. Reidy, Catherine M. Burzik, R. Andrew Eckert, Claire M. Fraser, Jeffrey W. Henderson, Christopher Jones, Marshall O. Larsen,

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<sup>1</sup> For purposes of this Notice, the Court incorporates by reference the definitions in the Parties’ Stipulation of Settlement, fully executed as of June 5, 2025 (the “Stipulation”), and all capitalized terms used herein, unless otherwise defined, shall have the same meanings as set forth in the Stipulation.

David F. Melcher, Claire Pomeroy, Rebecca W. Rimel, Timothy M. Ring, and Bertram L. Scott (collectively, the “Individual Defendants”) in connection with the above-captioned stockholder derivative action (the “Consolidated Federal Derivative Action”) and the substantially similar actions set forth in the Stipulation (collectively, the “Derivative Actions”).

Plaintiffs filed the Derivative Actions, including the actions comprising the Consolidated Federal Derivative Action, derivatively on behalf of BD alleging harm caused to the Company by the Individual Defendants’ alleged breaches of fiduciary duties and other alleged conduct. The proposed Settlement, if approved by the Court, would fully, finally and forever resolve the Consolidated Federal Derivative Action and all claims asserted therein (and/or in any related action) on the terms set forth in the Stipulation and summarized in this Notice, including dismissal of the Consolidated Federal Derivative Action with prejudice.

As explained below, a Settlement Hearing will be held in this Court on \_\_\_\_\_, 2025, at \_\_\_\_\_ .m., before the U.S. District Judge Stanley R. Chesler of the U.S. District Court for the District of New Jersey, in Courtroom [●] at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Newark, NJ 07102, to determine: (i) whether the terms and conditions of the Settlement set forth in the Stipulation are fair, reasonable, and adequate to BD and Current BD Stockholders<sup>2</sup> and should be approved by the Court; (ii) whether the [Proposed] Final Judgment and Order of Dismissal approving the Settlement, substantially in the form of **Exhibit C** attached to the Stipulation, should be entered,

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<sup>2</sup> “Current BD Stockholders” is defined to mean any Person or Persons who are record or beneficial owners of BD common stock as of June 5, 2025 and who continue to hold such common stock as of the date upon which the Judgment approving the Settlement becomes final, excluding the Individual Defendants, the current officers and directors of BD, members of their immediate families, and their legal representatives, heirs, successors, or assigns, and any entity in which Individual Defendants have or had a controlling interest.

dismissing the Consolidated Federal Derivative Action with prejudice and releasing, and enjoining the prosecution of, any and all Released Claims; and (iii) whether the Fee and Expense Amount to Plaintiffs' Counsel and any Service Awards to Plaintiffs to be paid therefrom, should be approved. At the Settlement Hearing, the Court may also hear or consider such other matters as the Court may deem necessary and appropriate.

You have the right to object to the Settlement, the Fee and Expense Amount, and any Service Awards in the manner provided herein. If you fail to object in the manner provided herein *at least fourteen (14) days prior to the Settlement Hearing*, you will be deemed to have waived your objections and will forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the Fee and Expense Amount, including any Service Awards, as set forth in the Stipulation, and will be forever bound by the Judgment to be entered, the dismissal of the Consolidated Federal Derivative Action and the claims asserted therein with prejudice, and any and all of the releases set forth in the Stipulation.

This Notice is not intended to be and should not be construed as an expression of any opinion by the Court with respect to the merits of the claims made in the Consolidated Federal Derivative Action; this Notice is merely to advise you of the proposed Settlement and of your rights as a Current BD Stockholder.

## **I. BACKGROUND**

### **A. Summary of Plaintiffs' Allegations and Claims**

The Derivative Actions allege that the Individual Defendants failed to fulfil their fiduciary duties by, among other things, making certain allegedly false and misleading statements to stockholders between November 5, 2019 and February 5, 2020, regarding the extent of software defects and modifications in BD's Alaris infusion pump system ("Alaris" or the "Alaris System"), ongoing scrutiny of the device by the U.S. Food and Drug Administration ("FDA"), and the

potential corresponding impact on the Company's financial position. Plaintiffs further allege that such misstatements artificially inflated the Company's stock price during that time period and harmed the Company by causing it to incur legal and regulatory liability. Additionally, Plaintiffs allege that certain of BD's officers and directors sold BD stock at artificially inflated prices based on material non-public information regarding Alaris. Defendants deny these allegations and claims in their entirety, including as set forth below.

### **B. The Consolidated Federal Derivative Action**

In April and May of 2020, plaintiffs in the Consolidated Federal Derivative Action sent litigation demands to the Company's Board of Directors (the "Board") pursuant to New Jersey law, demanding, among other things, that the Board take all necessary steps to investigate, address, and promptly remedy the alleged harm to the Company resulting from the above alleged misconduct.

On October 14, 2020, BD informed counsel for the Federal Derivative Plaintiffs that the Board had formed a special committee (the "Special Committee") to conduct an investigation into the allegations underlying the demands.

On November 2, 2020, plaintiff Jankowski filed a shareholder derivative complaint in this Court, captioned, *Jankowski v. Forlenza, et al.*, Case No. 2:20-cv-15474 ("*Jankowski*"), against certain of the Company's officers and directors, naming the Company as nominal defendant and alleging claims for breach of fiduciary duty and insider selling under New Jersey law, contribution under the Sections 10(b) and 21D of the Exchange Act, insider selling and violations of Section 14(a) of the Exchange Act.

On November 25, 2020, the Court entered a stipulation and order staying proceedings in the *Jankowski* Action pending the Board's formal response to plaintiff Jankowski's demand.

On January 24, 2021, plaintiff Schranz filed a substantially similar shareholder derivative

complaint in this Court, captioned, *Schranz v. Polen, et al.*, Case No. 2:21-cv-010812 (the “*Schranz Action*”), against certain of the Company’s officers and directors, naming the Company as nominal defendant and asserting claims for breach of fiduciary duty and unjust enrichment under New Jersey law.

On February 5, 2021, the Court entered a stipulated order consolidating the *Jankowski Action* and the *Schranz Action*, which, among other things, subjected the Consolidated Federal Derivative Action to the *Jankowski Action* stay order and appointed co-lead and co-liaison counsel.

On March 1, 2021, and April 20, 2021, the Company provided counsel to the Federal Derivative Plaintiffs with Board resolutions adopted following the Special Committee’s investigation that, among other things, refused the demands and declined to have the Company pursue any of the claims contemplated thereby, and requested that the Federal Derivative Plaintiffs voluntarily dismiss their claims.

Thereafter, the Federal Derivative Plaintiffs requested additional information and documentation and, on July 30, 2021, after entering into confidentiality and use agreements, the Company provided the Federal Derivative Plaintiffs with certain additional information and documentation, including resolutions of the Corporate Governance and Nominating Committee of the Board recommending the creation of the Special Committee, the Board’s resolutions forming the Special Committee, independent director questionnaires for the Special Committee members, and redacted versions of the Special Committee’s final reports to the Board.

On May 5, 2023, Federal Derivative Plaintiffs requested further documents and information. After the parties to the Consolidated Federal Derivative Action filed a joint letter with the Court outlining their respective positions regarding additional document production, the Court set a hearing date for August 2023, which was thereafter adjourned in light of a then-

upcoming mediation in the related federal securities class action captioned, *Industriens Pensionsforsikring A/S v. Becton, Dickinson and Company, et al.*, No. 2:20-cv-02155 (D.N.J. Feb. 27, 2020) (the “Securities Class Action”).

Following status conferences with the Court in September and October of 2023, the parties to the Consolidated Federal Derivative Action entered a stipulation providing for the Federal Derivative Plaintiffs to file a consolidated complaint and a briefing schedule for Defendants’ motion to dismiss and any associated discovery motion by the Federal Derivative Plaintiffs. Following an agreement in principle to resolve the Securities Class Action, the parties to the Consolidated Federal Derivative Action agreed to explore the possibility of mediation and, on November 1, 2023, filed a stipulation, subsequently so-ordered by the Court, adjourning the previously entered case schedule without date and providing for a status report within 45 days. The parties to the Consolidated Federal Derivative Action thereafter provided periodic updates to the Court and, on May 13, 2024, notified the Court that they had agreed in principle to mediate.

### **C. The Consolidated State Court Action**

In March 2021, Shiva Stein (“Stein”) sent a litigation demand to the Board under New Jersey law, based on substantially the same facts as the Federal Derivative Plaintiffs’ demands. On April 20, 2021, counsel for Stein received a letter from counsel for the Special Committee refusing Stein’s litigation demand in its entirety.

On April 29, 2021, Stein issued an inspection demand to the Company pursuant to N.J. Rev. Stat. §14A:5-28, seeking production of certain corporate books and records related to and reflecting the Board’s and/or the Special Committee’s evaluation and rejection of Stein’s litigation demand (the “Inspection Request”). On July 30, 2021, the Company produced certain documents in response to the Inspection Request (the “§14A:5-28 Production”), which counsel for Stein reviewed and analyzed.

On January 10, 2023, Stein filed a shareholder derivative action in the Law Division of the Superior Court of New Jersey, Bergen County vicinage (the “New Jersey State Court”), captioned *Stein v. Burzik, et al.*, Case No. BER-C-000156-23 (the “*Stein Action*”), asserting claims for breach of fiduciary duty against the Individual Defendants under New Jersey law. The *Stein Action* further alleged, based on the §14A:5-28 Production, that the Board and/or Special Committee had wrongfully refused Stein’s litigation demand.

On April 11, 2023, the parties to the *Stein Action* filed a joint stipulation to stay further proceedings pending certain developments in the Securities Class Action and/or Consolidated Federal Derivative Action, which was so-ordered by the New Jersey State Court on April 28, 2023.

On September 10, 2024, plaintiff Lotz made a litigation demand on the Board under New Jersey law based on substantially the same facts as the Federal Derivative Plaintiffs’ and Stein’s litigation demands.

On September 26, 2024, the State Court Plaintiff filed a shareholder derivative complaint (substantially similar to those filed in the Consolidated Federal Derivative Action and the *Stein Action*) in the Chancery Division of the Superior Court of New Jersey, Bergen County vicinage, captioned *Lotz v. Burzik, et al.*, Case No. BER-C-000174-24 (the “*Lotz Action*”).

The *Stein Action* was thereafter marked administratively closed pursuant to stipulation of the parties and subsequently marked voluntarily dismissed without prejudice. On or around December 4, 2024, the *Lotz Action* was transferred to the Law Division of the New Jersey State Court and consolidated with the dismissed *Stein Action* under a new consolidated docket number (CONSOLIDATED CASE BER-L -007001-24), thus forming the Consolidated State Court

Action.<sup>3</sup> On May 27, 2025, the Consolidated State Court Action was stayed pending the filing of a notice of settlement in the Consolidated State Court Action.

#### **D. The Securities Class Action**

The Securities Class Action was filed in this Court on February 27, 2020, against the Company and certain of its officers for alleged violations of Sections 10(b), 20(a) and 20A of the Exchange Act, and SEC Rule 10b-5 promulgated thereunder in connection with a February 2020 stock drop following the announcement of an adverse FDA determination. On December 19, 2023, the parties in the Securities Class Action entered into a stipulation of settlement with full releases for all defendants and no admission or concession of any liability whatsoever. The cash payment to the settlement class in the Securities Class Action was funded with proceeds from BD's directors' and officers' ("D&O") insurance, with no monetary outlay by the Company (above the self-insured retention) or any defendant. On April 22, 2024, the Court entered judgment granting lead plaintiff's motion for final approval of the Securities Class Action settlement, and dismissed the Securities Class Action with prejudice on April 26, 2024.

#### **E. Mediation and the Settlement**

On June 27, 2024, the Parties participated in a mediation session led by David M. Murphy of Phillips ADR Enterprises (the "Mediator"). Following the mediation, the Parties continued arm's-length settlement negotiations, both directly and with the Mediator, regarding the monetary component of any proposed settlement. The Parties ultimately accepted the Mediator's proposal with respect to a monetary payment to the Company by the Company's D&O insurance carriers, and thereafter negotiated and reached agreement on the implementation of certain corporate

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<sup>3</sup> By virtue of their involvement in the *Stein* Action, counsel for the State Court Plaintiff coordinated their efforts with counsel for the Federal Derivative Plaintiffs regarding all aspects of mediation and settlement.



governance modifications (the “Governance Modifications”), all as memorialized in a binding Settlement Term Sheet executed on November 29, 2024 (the “Term Sheet”) and further documented in the Stipulation pursuant to the requirements of the Term Sheet. The Parties only commenced negotiations concerning the amount of attorneys’ fees to be paid to Plaintiffs’ Counsel after all material terms of the Settlement – including the substantive consideration for the Settlement – had been agreed upon.

## **II. PLAINTIFFS’ CLAIMS AND BENEFITS OF SETTLEMENT**

Plaintiffs and Plaintiffs’ Counsel contend that the allegations made in the Derivative Actions are supported by substantial evidence and that the claims asserted have merit. Plaintiffs and Plaintiffs’ Counsel have, however, taken into account the substantial time, expense, and uncertainty inherent in any attempt to improve upon the result through continued prosecution of the Derivative Actions through trial(s) and any subsequent appeals(s), including problems of proof, challenges in overcoming the many available defenses to the derivative claims, the Individual Defendants’ advancement and indemnification rights, the amount, conditions, exclusions, and limitations on the available insurance, and the difficulties of proving and collecting any potential damages awarded at trial. Plaintiffs and Plaintiffs’ Counsel are also mindful of the costs and disruption further litigation would impose on BD.

Plaintiffs’ Counsel’s recommendation in favor of the Settlement is informed by, among other things: (i) review and analysis of BD’s relevant press releases, public statements, and filings with the SEC, securities and financial analyst reports and advisories and business media reports about the Company in the course of preparing Plaintiffs’ litigation demands, the Inspection Request, and Plaintiffs’ complaints; (ii) analysis of the extensive fact and legal record reflected in the pleadings, motions, status reports, and orders filed in the related Securities Class Action; (iii)

research and analysis of the law governing the claims, damages and other remedies, pleading standards, anticipated affirmative defenses and insurance and indemnification in connection with preparation of Plaintiffs' litigation demands, the Inspection Request, Plaintiffs' complaints, and settlement demands; (iv) evaluation of the record regarding the investigation of the matters raised in Plaintiffs' litigation demands and Board deliberations, including the §14A:5-28 Production; (v) evaluation of additional source materials relating to the Special Committee's investigation and Board deliberations produced in response to Plaintiffs' document requests; (vi) assessment of additional confidential information provided by Defendants in the course of the mediation relating to merits, insurance, and indemnification issues; (vii) evaluation of defense counsel's arguments and perspectives offered by the Mediator regarding certain factual allegations, the relative strengths and weaknesses of the various claims and defenses, and problems of proof offered during the course of the mediation exchanges; (viii) research and analysis of the range of potential damages, disgorgement, and non-monetary remedies in connection with preparing the settlement demands and during the course of settlement negotiations; and (ix) review of the Company's existing corporate governance policies and preparation of proposed corporate governance revisions to strengthen the Company's governance.

Plaintiffs carefully weighed the benefits of the Settlement against the significant risks, costs, and delay that would be entailed in attempting to secure a better result through further litigation. Based upon their investigation and evaluation of the relevant evidence, applicable procedural standards and substantive law, and their assessment of the best interests of BD and its stockholders, and informed by perspectives offered by the Mediator and the arguments and positions advanced by the Defendants during the mediation process and related negotiations, Plaintiffs and Plaintiffs' Counsel have determined that the Settlement's immediate guarantee of a substantial monetary benefit to the Company, together with the substantial long-term benefits to

be conferred by the Governance Modifications, is fair, reasonable and adequate consideration for the Settlement, and that the Settlement serves the best interests of BD and its stockholders.

Accordingly, Plaintiffs and Plaintiffs' Counsel believe that the proposed Settlement confers substantial benefits on BD and its stockholders, including the monetary benefit and the adoption of the Governance Modifications set forth in **Exhibit A** to the Stipulation.

Plaintiffs and Plaintiffs' Counsel believe that the terms of the Settlement directly address the claims at issue in the Derivative Actions. Additionally, the Company acknowledges that: (i) the initiation, pendency and settlement of the Derivative Actions (and the associated demands), and the Plaintiffs' efforts in connection therewith, were a material factor in the implementation of the Governance Modifications; and (ii) the Governance Modifications confer a material benefit on the Company. Further, the Company's Declaration attached as **Exhibit A-1** to the Stipulation acknowledges that the Board, by unanimous resolution of its independent directors, made these and additional determinations in approving the Settlement.

### **III. DEFENDANTS DENY ANY AND ALL WRONGDOING OR LIABILITY**

Each of the Defendants has expressly denied and continues to deny any fault, liability, or wrongdoing whatsoever as to any facts or claims alleged or asserted in the Derivative Actions, and all of the claims and contentions alleged, or which could have been alleged, therein or in similar such actions, including that BD has suffered damage by or as a result of the conduct alleged in the Derivative Actions or similar such actions.

Nonetheless, in order to eliminate the burden, expense, and risks inherent in the litigation, Defendants have concluded that it is desirable that the Derivative Actions be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation.

### **IV. THE SETTLEMENT HEARING**

A hearing (the “Settlement Hearing”) shall be held before this Court on \_\_\_\_\_, 2025, at \_\_\_\_\_ .m., before the Honorable U.S. District Judge Stanley R. Chesler of the U.S. District Court for the District of New Jersey, in Courtroom [●] at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Newark, NJ 07102, to determine whether the Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate to BD and its stockholders and should be approved by the Court; whether the [Proposed] Final Judgment and Order of Dismissal should be entered herein; and whether to approve the Fee and Expense Amount to Plaintiffs’ Counsel and any Service Awards to Plaintiffs to be paid therefrom.

At the Settlement Hearing, the Court may hear or consider such other matters as the Court may deem necessary and appropriate. The Court may adjourn the date of the Settlement Hearing without further notice to Current BD Stockholders, and the Settlement Hearing may be continued by the Court at the Settlement Hearing, or at any adjourned session thereof, without further notice. Further, the Court may decide to approve the Settlement without a hearing and without further notice to BD stockholders or move the Settlement Hearing to Zoom or another similar virtual platform without further notice to BD stockholders.

## **V. SETTLEMENT CONSIDERATION**

The terms and conditions of the proposed Settlement are set forth fully in the Stipulation. As a part of the proposed Settlement, Defendants shall cause their D&O insurance carriers to pay \$9,000,000 to the Settlement Fund. In addition, BD has agreed that within sixty (60) days of the issuance of an order finally approving the settlement of the Consolidated Federal Derivative Action, BD will adopt certain corporate Governance Modifications, which BD shall maintain for a period of not less than four (4) years. After deducting and paying the Fee and Expense Amount

and any Service Awards, as well as the costs of notice, out of the Settlement Fund, the balance of the Settlement Fund will be released to the Company.

## **VI. DISMISSAL AND RELEASES**

In connection with the Court's approval of the Settlement, the Parties will request entry of the [Proposed] Final Judgment and Order of Dismissal by the Court, dismissing with prejudice all claims alleged in the Consolidated Federal Derivative Action and any other Released Claims as defined in the Stipulation. Upon the Effective Date, the Releasing Parties (including BD) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled, released, relinquished, discharged, extinguished, and dismissed with prejudice the Released Defendants Claims (including Unknown Claims) against the Released Defendant Parties and any and all claims arising out of, relating to, or in connection with the defense, settlement, or resolution of the Consolidated Federal Derivative Action against the Released Defendant Parties; provided, however, that such release shall not affect any claims to enforce the terms of the Stipulation or the Settlement. Upon the Effective Date, each of the Defendants shall be deemed to have fully, finally, and forever released, relinquished, and discharged Plaintiffs and Plaintiffs' Counsel from all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Consolidated Federal Derivative Action or the Released Claims. The Effective Date is conditioned on the occurrence of certain events set forth in the Stipulation including, among others, the final dismissal with prejudice of the Derivative Actions that are not part of the Consolidated Federal Derivative Action.

## **VII. ATTORNEYS' FEES AND EXPENSES**

After negotiating the monetary relief for the Company and the Governance Modifications, Plaintiffs' Counsel and counsel for Defendants, with the assistance of the Mediator, separately negotiated with respect to the amount of the Fee and Expense Amount to be paid to Plaintiffs'

Counsel, subject to Court approval. In connection with a motion for final approval of the Settlement, Plaintiffs' Counsel will request attorneys' fees and expenses of \$3,470,000. Defendants agree to pay the Fee and Expense Amount, subject to Court approval. The Fee and Expense Amount shall constitute final and complete payment for Plaintiffs' Counsel's attorney's fees and expenses that have been incurred or will be incurred in connection with the Derivative Actions. Neither Defendants nor their insurers shall have any obligation or liability with respect to attorneys' fees, costs, or expenses beyond the amount approved by the Court in response to the motion for approval of the Fee and Expense Amount.

Additionally, that Plaintiffs' Counsel may apply to the Court for reasonable service awards for Plaintiffs not to exceed \$5,000 each ("Service Awards"), to be paid out of such Fee and Expense Amount awarded by the Court, in consideration for their roles in securing the Settlement's benefits. Neither the Company nor the Individual Defendants will oppose any such awards consistent with such limits. Neither the Company nor any of the Defendants nor their insurance carriers shall be liable for any portion of any Service Award.

#### **VIII. YOUR RIGHT TO OBJECT AND/OR BE HEARD AT THE SETTLEMENT HEARING**

Any Current BD Stockholder may object and/or appear and show cause, if he, she, or it has any concern, why the Settlement should not be approved as fair, reasonable, and adequate, why the [Proposed] Final Judgment and Order of Dismissal should not be entered thereon, or why the Fee and Expense Amount, including any Service Awards, should not be finally approved; provided, however, that unless otherwise ordered by the Court, no Current BD Stockholder shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Judgment to be entered approving the Settlement, or the Fee and Expense Amount, unless that stockholder has, *at least fourteen (14) days prior to the Settlement Hearing*: (1) filed

with the Clerk of the Court a written objection to the Settlement setting forth (a) a written notice of objection with the person's name, address, and telephone number, along with a representation as to whether such person intends to appear at the Settlement Hearing, (b) competent evidence that such person currently holds shares of BD common stock, (c) a statement of objections to any matters before the Court, the grounds therefor, or the reasons for such person desiring to appear and be heard, as well as all documents or writings such person desires the Court to consider; (d) proof of service; and (e) the identities of any cases (by name and court) in which the objector or his, her, or its attorney, if any, has objected to a settlement in the last three (3) years; and, (2) if a BD stockholder intends to and requests to be heard at the Settlement Hearing, in addition to the requirements of (1) above, filed with the Clerk of the Court: (a) a written notice of such stockholder's intention to appear at the Settlement Hearing, (b) a statement indicating the basis for such appearance, and (c) any and all evidence that would be presented at the Settlement Hearing. If a Current BD Stockholder files a written objection and/or written notice of intent to appear, such stockholder must also simultaneously serve copies of such notice, proof, statement, and documentation, together with copies of any other papers or briefs such stockholder files with the Court (either by hand delivery or by first class mail) upon each of the following:

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Lead Counsel for Plaintiffs in the  
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Christopher R. Reidy, Catherine M. Burzik, R.  
Andrew Eckert, Claire M. Fraser, Jeffrey W.  
Henderson, Christopher Jones, Marshall O.  
Larsen, David F. Melcher, Claire Pomeroy,  
Rebecca W. Rimel, Timothy M. Ring, and  
Bertram L. Scott*



**DILWORTH PAXSON LLP**

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Counsel for Plaintiff Agnes Lotz in the  
Consolidated State Court Action*

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Liaison Counsel for Plaintiffs in the  
Consolidated Federal Derivative Action*

Any Current BD Stockholder who does not make his, her, or its objection in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the Fee and Expense Amount, including any Service Awards, as set forth in the Stipulation, and shall be forever bound by the Judgment to be entered, the dismissal of the Consolidated Federal Derivative Action with prejudice, and any and all of the releases set forth in the Stipulation.

**IX. CONDITIONS FOR SETTLEMENT**

The Settlement is conditioned upon the occurrence of certain events described in the Stipulation, which requires, among other things: (a) the dismissal with prejudice of the Consolidated Federal Derivative Action with prejudice, without any further relief except as provided in the Stipulation; (b) the entry by the Court of a Judgment providing for, among other

things, such dismissal with prejudice of the Consolidated Federal Derivative Action and the release of the Released Claims as set forth in the Stipulation; and (c) the Settlement becoming Final. If, for any reason, any one of the conditions described in the Stipulation is not met and/or the entry of the Judgment does not occur, the Stipulation shall be null and void and of no force and effect and the Parties to the Stipulation will be restored to their respective positions as of the date immediately preceding the date of the Stipulation.

#### **X. EXAMINATION OF PAPERS AND INQUIRIES**

This Notice contains only a summary of the terms of the Settlement. For a more detailed statement of the matters involved in the Settlement, reference is made to the Stipulation, which may be inspected at the Clerk of the Court's Office for the U.S. District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Newark, NJ 07102 during business hours of each business day or by visiting BD's website at <https://investors.bd.com/>.

Any other inquiries regarding the Settlement or the Federal Derivative Action should be addressed in writing to the following:

**ROBBINS LLP**  
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Consolidated State Court Action*

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Consolidated Federal Derivative Action*

**PLEASE DO NOT TELEPHONE THE COURT, BD, OR THE INDIVIDUAL  
DEFENDANTS REGARDING THIS NOTICE.**

# **EXHIBIT B-2**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

IN RE BECTON, DICKINSON AND  
COMPANY STOCKHOLDER DERIVATIVE  
LITIGATION

Master File No. 2:20-cv-15474-SRC-  
CLW

**SUMMARY NOTICE OF  
PENDENCY AND PROPOSED  
SETTLEMENT OF STOCKHOLDER  
ACTION**

**SUMMARY NOTICE OF PENDENCY AND PROPOSED SETTLEMENT  
OF STOCKHOLDER ACTION**

**TO: ALL RECORD AND BENEFICIAL OWNERS OF BECTON, DICKINSON AND COMPANY (“BD”) COMMON STOCK AS OF JUNE 5, 2025, EXCLUDING THE INDIVIDUAL DEFENDANTS, THE OFFICERS AND DIRECTORS OF BD, MEMBERS OF THEIR IMMEDIATE FAMILIES, AND ANY ENTITY IN WHICH INDIVIDUAL DEFENDANTS HAVE OR HAD A CONTROLLING INTEREST (“CURRENT BD STOCKHOLDERS”).**

THIS NOTICE IS GIVEN pursuant to an order of the U.S. District Court for the District of New Jersey (the “Court”), to inform you of a proposed stipulated settlement (the “Settlement”) in the above-captioned derivative action (the “Consolidated Federal Derivative Action”) and substantially similar actions defined collectively with the Consolidated Federal Derivative Action in a Stipulation of Settlement dated June 5, 2025 (“Stipulation”) as the “Derivative Actions.” The Derivative Actions involve claims filed by stockholders derivatively on behalf of BD against certain of its officers and directors alleging breaches of fiduciary duties relating to alleged misstatements in certain of BD’s filings with Securities and Exchange Commission and other public statements prior to February 2020. The Consolidated Federal Derivative Action also involves claims for unjust enrichment, contribution under the Sections 10(b) and 21D of the Securities Exchange Act, insider selling and violations of Section 14(a) of the Securities Exchange Act.

Defendants, individually and collectively, have denied and continue to deny each and all of the allegations, claims and contentions in the Derivative Action, including all charges of fault, wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Derivative Action. Nonetheless, Defendants have agreed to the Settlement on the terms and subject to the conditions in the Stipulation. Under the terms of the Stipulation, BD has agreed that within sixty (60) days of the Effective Date (as defined in the Stipulation), BD will adopt certain corporate governance modifications (“Modifications”), which BD shall maintain for a period of not less than four (4) years. In addition, within twenty (20) business days of the order preliminarily approving the Settlement, BD’s Directors & Officers insurance carriers will cause the sum of \$9,000,000 (the “Settlement Fund”) to be paid into a settlement account, the balance of which, after deduction of notice costs and any Fee and Expense Amount and Service Awards (as defined in the Stipulation), Plaintiffs’ counsel will cause to be paid to the Company within ten (10) business days of the Effective Date. The Parties agree that the initiation, pendency and settlement of the Derivative Actions, and the Plaintiffs’ efforts in connection therewith, were the cause of the Settlement Fund and a material factor in the implementations of the Modifications. The Parties further agree that the Modifications confer a material benefit on the Company and that the Settlement is in all respects fair, reasonable, and in the best interests of the Company and its stockholders.

In connection with a motion for final approval of the Settlement, Plaintiffs’ counsel will seek approval of the Fee and Expense Amount in the amount of \$3,470,000, to be paid out of the Settlement Fund. Plaintiffs’ counsel may also apply on behalf of Plaintiffs for Service Awards of \$5,000 in recognition of Plaintiffs’ participation and efforts in the prosecution of the Derivative Actions (as defined in the Stipulation), to be funded from the Fee and Expense Amount.

YOU ARE HEREBY NOTIFIED THAT a hearing (the “Settlement Hearing”) will be held on \_\_\_\_\_, 2025, at \_\_\_\_\_ .m., before the Honorable U.S. District

Judge Stanley R. Chesler of the U.S. District Court for the District of New Jersey, in Courtroom [●] at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Newark, NJ 07102, for the purpose of determining whether the Settlement should be approved as fair, reasonable, and adequate and whether the Fee and Expense Amount, including the Service Awards, should be approved. The Court may decide to approve the Settlement without a hearing and without further notice to BD stockholders or move the Settlement Hearing to Zoom or another similar virtual platform without further notice to BD stockholders.

***As this is a stockholder derivative action brought for the benefit of BD, no individual Current BD Stockholder has the right to receive any individual compensation as a result of the Settlement. This is not a “class action.” Thus, there is no common fund upon which you can make a claim for a monetary payment.***

**IF YOU ARE AN OWNER OF BD COMMON STOCK, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT.** This notice contains only a summary of the Consolidated Federal Derivative Action and the terms of the Settlement. The terms and conditions of the proposed Settlement are set forth fully in the Stipulation described above. If you are a Current BD Stockholder, you may obtain a copy of a detailed notice to Current BD Stockholders (the “Notice”) describing the Consolidated Federal Derivative Action, the proposed Settlement, and the rights of Current BD Stockholders with regard to the Settlement, as well as a copy of the Stipulation, by visiting the website <https://investors.bd.com/>.

Should you have any other questions regarding the proposed Settlement, please contact the following counsel for Plaintiffs:

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*Counsel for Plaintiff Jeff Schranz and Co-  
Lead Counsel for Plaintiffs in the  
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*Counsel for Plaintiff Ronald Jankowski and  
Co-Liaison Counsel for Plaintiffs in the  
Consolidated Federal Derivative Action and  
Counsel for Plaintiff Agnes Lotz in the  
Consolidated State Court Action*

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*Counsel for Plaintiff Jeff Schranz and Co-  
Liaison Counsel for Plaintiffs in the  
Consolidated Federal Derivative Action*

Any Current BD Stockholder may object and/or appear and show cause, if he, she, or it has any concern, why the Settlement should not be finally approved as fair, reasonable, and adequate, why the Judgment should not be entered thereon, or why the Fee and Expense Amount and any Service Awards should not be finally approved; provided, however, that unless otherwise ordered by the Court, no Current BD Stockholders shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Judgment to be entered approving the Settlement, the Fee and Expense Amount, or Service Awards, unless that stockholder has filed ***at least fourteen (14) days prior to the Settlement Hearing*** an objection with the Court. Any objection to the Settlement, the Fee and Expense Amount, or the Service Awards must be filed, in accordance with the procedures set forth in the Notice, with the Clerk of the Court (Honorable U.S. District Judge Stanley R. Chesler of the U.S. District Court for the District of New Jersey, in Courtroom [●] at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street Newark, NJ 07102), no later than \_\_\_\_\_, 2025, and served by hand or first class mail (postage prepaid) for delivery by the same date on counsel for the Federal Derivative Action Plaintiffs (at the addresses listed above) and on counsel for Defendants (at the addresses listed below):

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Lead Counsel for Plaintiffs in the  
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Henderson, Christopher Jones, Marshall O.  
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Counsel for Plaintiff Agnes Lotz in the  
Consolidated State Court Action*

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Liaison Counsel for Plaintiffs in the  
Consolidated Federal Derivative Action*

**PLEASE DO NOT CALL OR WRITE THE COURT, BD, OR THE INDIVIDUAL  
DEFENDANTS REGARDING THIS NOTICE.**

# EXHIBIT C

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

IN RE BECTON, DICKINSON AND  
COMPANY STOCKHOLDER DERIVATIVE  
LITIGATION

Master File No. 2:20-cv-15474-SRC-  
CLW

**[PROPOSED] FINAL JUDGMENT  
AND ORDER OF DISMISSAL**

**[PROPOSED] FINAL JUDGMENT  
AND ORDER OF DISMISSAL**

This matter came before the Court for hearing pursuant to this Court's Preliminary Approval Order, dated \_\_\_\_\_, 2025 (the "Preliminary Approval Order"), on the application of the Parties for final approval of the Settlement set forth in the Stipulation of Settlement dated June 5, 2025 (the "Stipulation"). Due and adequate notice having been given to Becton, Dickinson and Company ("BD") stockholders as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Final Judgment and Order of Dismissal ("Judgment") incorporates by reference the definitions in the Stipulation, and except where otherwise specified, all capitalized terms used herein shall have the same meanings forth in the Stipulation.

2. This Court has jurisdiction over the subject matter of this Consolidated Federal Derivative Action, including all matters necessary to effectuate the Settlement, and over all Parties.

3. The Court finds that the Settlement set forth in the Stipulation is fair, reasonable, and adequate as to each of the Parties, BD, and Current BD Stockholders, and hereby finally approves the Settlement in all respects and orders the Parties to perform its terms to the extent the Parties have not already done so.

4. This Consolidated Federal Derivative Action, all claims contained herein, and any and all other Released Claims, are hereby ordered as fully, finally, and forever compromised, settled, released, discharged, and dismissed with prejudice by virtue of the proceedings herein and this Judgment. The Parties are to bear their own costs, except as otherwise provided in the Stipulation or herein.

5. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, relinquished, and dismissed with prejudice the Released Claims and Released Defendants' Claims (including Unknown Claims) against the Released Defendant Parties and any and all claims arising out of, relating to, or in connection with the defense, settlement, or resolution of the Derivative Actions against the Released Defendant Parties.

6. The Releasing Parties are hereby forever be barred and enjoined from instituting, commencing, or prosecuting any and all of the Released Claims against any of the Released Defendant Parties. Nothing in this Paragraph shall affect the Releasing Parties' ability to enforce the releases and other terms and conditions contained in the Stipulation and/or the Judgment entered pursuant thereto.

7. Within five (5) business days of the Judgment becoming final, counsel for the State Court Plaintiff shall take whatever action may be necessary to voluntarily dismiss the Consolidated State Court Action with prejudice and all Plaintiffs' Counsel shall assist in this regard as may be necessary or appropriate. Any additional incremental costs of notice that may be required in connection with the Consolidated State Court Action shall be deemed costs of notice herein, and shall be payable from the Settlement Fund.

8. Upon the Effective Date, each of the Defendants shall be deemed to have fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice Plaintiffs and Plaintiffs' Counsel from all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Derivative Actions or the Released Claims.

9. Nothing herein shall in any way impair or restrict the rights of any Party to enforce the terms of the Stipulation.

10. The Court finds that the Notice of Pendency and Proposed Settlement of Stockholder Action posted on the Investor Relations portion of BD's website, BD's filing with the U.S. Securities and Exchange Commission of a Current Report on Form 8-K attaching the notice, and the Summary Notice published in *Investor's Business Daily* [or similar online publication], provided the best notice practicable under the circumstances to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23.1 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules, and constitutes due and sufficient notice to all Persons entitled thereto.

11. The Court finds that the Fee and Expense Amount is fair and reasonable in light of the benefits conferred upon BD by the Settlement, and finally approves the Fee and Expense Amount.

12. The Court finds that the Service Awards are fair and reasonable, in accordance with the Stipulation, and finally approves the Service Awards, to be paid from the Fee and Expense Amount by Plaintiffs' Counsel.

13. This Judgment, the facts and terms of the Stipulation, including any exhibits attached thereto, all proceedings in connection with the Settlement, any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement, and any negotiations, discussions, actions, and proceedings in connection with the Stipulation or Settlement shall not be offered, received, or used in any way as evidence of, or be deemed to be evidence of, a presumption, concession, or admission of: (a) the Parties with respect to the truth of any fact alleged or that could have been alleged by Plaintiffs or the validity, or lack thereof, of any claim that has been or could have been asserted in the Derivative Actions, or the deficiency or infirmity of any defense that has been or could have been asserted in the Derivative Actions, or of any fault, wrongdoing, negligence, or liability of any of the Released Defendant Parties; (b) any fault, misrepresentation, or omission with respect to any statement or written document approved, issued, or made by any Released Defendant Party, or against Plaintiffs as evidence of any infirmity in their claims; or (c) any liability, fault, negligence, omission, or wrongdoing whatsoever, or in any way referred to for any other reason as against the Released Defendant Parties, in any civil,

criminal, or administrative action or proceeding in any court, administrative agency, or other tribunal or any arbitration proceeding.

14. This Judgment, the Stipulation, the Settlement, the Term Sheet, and any act performed or document executed pursuant to or in furtherance thereof, shall not be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement. However, the Released Defendant Parties may refer to the Settlement, and file the Stipulation and/or this Judgment, in any action that may be brought against them, to effectuate the liability protections granted them thereunder, including, without limitation, to support a defense, claim or counterclaim, including those based on principles of res judicata, collateral estoppel, full faith and credit, release, standing, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion or similar defense or claim under U.S. federal or state law or foreign law or based on the bar order contained herein.

15. During the course of the litigation of the Derivative Actions, all Parties and their counsel acted in good faith and complied with Rule 11 of the Federal Rules of Civil Procedure and any similar rule or statute.

16. Without affecting the finality of this Judgment in any way, the Court hereby retains continuing jurisdiction over: (a) implementation of the Settlement; and (b) all Parties for the purpose of construing, enforcing, and administering the Stipulation and this Judgment, including, if necessary, setting aside and vacating this Judgment, on motion of a Party, to the extent consistent with and in accordance with the Stipulation if the Effective Date fails to occur in accordance with the Stipulation.

17. This Judgment is a final, appealable judgment and the Court directs immediate entry of the Judgment forthwith by the Clerk in accordance with Rule 58 of the Federal Rules of Civil Procedure, dismissing the Consolidated Federal Derivative Action with prejudice.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

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BY ORDER OF THE COURT  
HONORABLE STANLEY R. CHESLER