UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLUMBIA

BRENDA HAWKINS, and DEREK EINERSEN, individually and on behalf of all others similarly situated, Plaintiffs, v. DANAHER CORPORATION, RAINER M. BLAIR, MATT MCGREW, and EMMANUEL LIGNER, Defendants.	Case No. 1:23-cv-02055 (AHA)

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

TO: All persons or entities who purchased or otherwise acquired Danaher Corporation ("Danaher") common stock between January 27, 2022, and October 23, 2023, both dates inclusive, and are not otherwise excluded (the "Class" and each person included therein a "Class Member")

This Notice of Pendency and Proposed Settlement of Class Action ("Notice") has been provided to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Columbia (the "Court"). The purpose of this Notice is to inform you of the pendency of this class action (the "Action"), the proposed $172,500,000 settlement reached therein (the "Settlement"), and the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement as well as counsel's application for fees and expenses. This Notice describes what steps you may take in relation to the Settlement and this Action.

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 truth of the allegations in the Action or the merits of the claims or defenses asserted therein. This Notice is solely meant to advise you of the pendency and proposed Settlement of the Action and of your rights in connection therewith.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have in connection with the Settlement. If you are a Class Member, your legal rights will be affected whether or not you act. Class Members may be entitled to share in the proceeds of the Settlement. To share in the proceeds of the Settlement, Class Members must submit a valid Proof of Claim and Release Form ("Proof of Claim") by no later than September 20, 2026.

If you have questions about this Notice, the proposed Settlement, or how to submit a Proof of Claim, please DO NOT contact the Court. All questions should be directed to the Claims Administrator or Lead Counsel, whose contact information can be found below at pages 4 and 7, respectively.

<u>SUMMARY OF THIS NOTICE</u>

Statement of Class-wide Recovery

Subject to Court approval, Plaintiffs Brenda Hawkins and Derek Einersen ("Plaintiffs"), on behalf of themselves and the Class, have agreed to settle the Action in exchange for a payment of $172,500,000 in cash ("Settlement Amount") into an interest-bearing account (the "Settlement Fund"). After deducting for taxes and tax expenses associated with the Settlement Fund ("Taxes" and "Tax Expenses"), fees and expenses incurred by the Claims Administrator in connection with administering the Settlement ("Notice and Claims Administration Expenses"), any attorneys' fees and litigation expenses awarded to Lead Counsel by the Court (the "Fee and Expense Award"), or any other costs or fees approved by the Court, the amount remaining (the "Net Settlement Fund") will be allocated to Class Members who submit the Proof of Claim and Release Form (the "Proof of Claim") in accordance with a plan of allocation approved by the Court. The proposed plan of allocation ("Plan of Allocation") is attached hereto as Appendix A.

Estimated Recovery Per Share

Based on Plaintiffs' estimate of the number of Danaher shares eligible to recover under the Settlement, the average distribution per common share under the Plan of Allocation described herein is approximately $1.13 before deduction of any Taxes or Tax Expenses, Notice and Claims Administration Expenses, any Fee and Expense Award, or any other costs or fees approved by the Court. Class Members should note, however, that these are only estimates. A Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's allowed claim amount as compared to the total allowed claims of all Class Members who submit acceptable Proofs of Claim. An individual Class Member may receive more or less than this estimated average amount. For more information on the calculation of your claim, see the Plan of Allocation discussed in Appendix A.

Potential Outcome of the Action

The Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Class prevailed on each claim alleged. Defendants deny that they are liable to the Class and deny that the Class has suffered any damages. The issues on which the Parties disagree are many, but include: (1) whether Defendants engaged in conduct that gives rise to any liability to the Class under the federal securities laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the extent to which allegedly false or misleading statements influenced (if at all) the prices of Danaher common stock at various times during the Class Period; (4) the appropriate economic model for determining such artificial inflation (if any); (5) the extent to which external factors influenced the price of Danaher common stock at various times during the Class Period; and (6) the extent to which the various adverse material facts that were allegedly omitted from the false or misleading statements influenced (if at all) the price of Danaher common stock at various times during the Class Period.

Fee and Expense Awards Sought

Since the inception of the Action, court-appointed lead counsel Pomerantz LLP ("Lead Counsel") has expended considerable time and effort prosecuting this Action on a wholly contingent basis and has advanced the expenses of prosecuting the Action in the expectation that, if it was successful in obtaining a recovery for the Class, it would be paid from such recovery. Lead Counsel will apply to the Court for an award of attorneys' fees not to exceed 33⅓% of the Settlement Amount, and expenses not to exceed $850,000, plus interest earned on both amounts (the "Fee and Expense Application"). In addition, Plaintiffs may seek an aggregate award not to exceed $70,000 in connection with their representation of the Class.

Legal Rights and Options of Class Members

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM FORM	The only way to be eligible to receive a payment from the Settlement. **Proofs of Claim must be postmarked or submitted online on or before September 20, 2026.**
EXCLUDE YOURSELF	Get no payment. This is the only option that ***potentially*** allows you to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the legal claims being resolved by this Settlement. Should you elect to exclude yourself from the Class, you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. **Exclusion requests must be postmarked or received on or before August 13, 2026.**
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the Fee and Expense Application. You will still be a member of the Class. **Objections must be postmarked no later than August 20, 2026.** If you submit a written objection, you may (but do not have to) attend the hearing.
ATTEND THE HEARING ON SEPTEMBER 3, 2026	Ask to speak in Court about the fairness of the Settlement, the Plan of Allocation, and/or the Fee and Expense Application. Requests to speak must be received by the Court and counsel **on or before August 20, 2026**.
DO NOTHING	Receive no payment. You will, however, still be a Class Member, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

BASIC INFORMATION CONCERNING THE SETTLEMENT

1. What is the purpose of this?

This Notice is being provided to you pursuant to an Order of a U.S. District Court because you or someone in your family or an investment account for which you serve as custodian may have purchased or acquired Danaher common stock between January 27, 2022, and October 23, 2023, inclusive (the "Class Period").

This Notice explains the Action, the Settlement, Class Members' legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Action is the United States District Court for the District of Columbia, and the case is known as *Hawkins v. Danaher Corp.*, No. 1:23-cv-02055 (AHA). The case is assigned to the Honorable Amir H. Ali, United States District Judge. The party appointed by the Court to represent the Class is lead plaintiff Brenda Hawkins ("Lead Plaintiff"), and Danaher as well as the individuals Lead Plaintiff sued and who have now settled are called the Defendants. Together, Plaintiffs, individually and on behalf of the Class, and Defendants are referred to as the "Parties."

2. What is this case about?

Brenda Hawkins filed the initial complaint in the Action on July 17, 2023. On October 16, 2023, the Court appointed Brenda Hawkins as Lead Plaintiff and approved her selection of Pomerantz LLP as Lead Counsel and Cohen Milstein Sellers & Toll PLLC as Liaison Counsel.

On December 29, 2023, Plaintiffs filed the First Amended Class Action Complaint for Violations of the Federal Securities Laws (the "Complaint") alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder by the U.S. Securities & Exchange Commission ("SEC") putatively on behalf of a class of investors who purchased or otherwise acquired Danaher securities during the Class Period. Plaintiffs allege that Defendants made materially false and misleading statements concerning Danaher's business and prospects, in particular the business that offered equipment used to manufacture biopharmaceutical vaccines and therapeutics, known as the "bioprocessing business." Plaintiffs allege that persons who purchased or otherwise acquired Danaher common stock during the Class Period did so at prices that were artificially inflated by the false and misleading statements and suffered economic losses when the price of Danaher common stock declined as a result of alleged corrective disclosures which allegedly revealed the truth. Defendants deny Plaintiffs' allegations.

On February 27, 2024, Defendants moved to dismiss the Complaint. Plaintiffs filed an opposition to the motion on April 29, 2024, and Defendants filed a reply on June 13, 2024. On August 4, 2025, the Court issued an order granting in part and denying in part Defendants' motion to dismiss. As agreed between the Parties and ordered by the Court, Defendants answered the Complaint on October 2, 2025.

Following the Court's decision on Defendants' motion to dismiss, the parties began serving discovery requests on one another, which led to a number of contentious discovery disputes and disagreements between the Parties regarding the proper scope of discovery in the Action. The Parties engaged frequently on these topics in an effort to minimize the need for Court intervention.

On February 27, 2026, Plaintiffs filed a motion to certify the Action as a class action supported by an expert report from financial economist Dr. Zachary Nye. In advance of the deadline for Defendants to oppose the motion for class certification, on March 23, 2026, Plaintiffs and Defendants participated in a confidential mediation session with David M. Murphy, an experienced mediator from Phillips ADR. The mediation session was preceded by the submission and exchange of mediation statements and responses by both Plaintiffs and Defendants. The Parties engaged in day-long, good-faith negotiations, at the end of which the Parties agreed to settle the Action, at the recommendation of the mediator, for $172.5 million in cash, to be paid by Defendants and/or their insurers on behalf of Defendants for the benefit of the Class, subject to the negotiation of the terms of a stipulation of settlement and approval by the Court.

The principal terms of the Parties' agreement to settle the Action was memorialized in a Confidential Settlement Term Sheet executed on March 26, 2026 (the "Term Sheet"). In accordance with the Term Sheet, the Parties negotiated all terms and conditions of their Settlement in a stipulation, dated April 20, 2026 (the "Stipulation"). The Stipulation has been duly executed by Parties and reflects the final and binding agreement among the Parties.

Defendants deny all allegations of fault, liability, wrongdoing, or damages against them arising out of any of the statements or omissions alleged, or that could have been alleged, in the Action. Defendants deny that they have committed any act or made any materially misleading statement giving rise to any liability under the federal securities laws. Defendants deny that they have committed any wrongdoing or violations of law as alleged in any complaint in the Action or that could have been alleged in the Action. Defendants deny that they made any material misstatement or omission; that the price of Danaher common stock was artificially inflated during the Class Period as a result; that any Class Member, including Plaintiffs, relied on any challenged statement or purported omission; and that any Class Member, including Plaintiffs, suffered any damages; or that any Class Member, including Plaintiffs, was harmed by any conduct alleged in the Action or that could have been alleged therein. Defendants also deny that they acted with the requisite intent to commit a violation of the federal securities laws. Defendants maintain that their conduct was, at all times, proper and in compliance with applicable law. Defendants deny that they acted with the requisite intent to violate the federal securities laws. Defendants maintain that the claims asserted against them in the Action are without merit and entered into the Stipulation solely to eliminate the burden, expense, distraction, and uncertainty of continued litigation.

3.	**What is a class action?**

In a class action, one or more persons or entities (in this case, Plaintiffs) sue on behalf of persons and entities that have similar claims. Together, these persons and entities are a "class," and each included therein is a "class member." Bringing a case as a class action allows the adjudication of many individuals' similar claims that might be too small to bring economically in separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or "opt out," from the class.

4.	**Why is there a settlement?**

The Parties do not agree about the merits of Plaintiffs' allegations, the Defendants' defenses with respect to liability, or the average amount of damages per share (if any) that would be recoverable if Plaintiffs were to prevail at trial on each claim. The issues on which Plaintiffs and the Defendants disagree include: (1) whether the challenged statements were materially false or misleading or otherwise actionable under federal securities laws; (2) whether the Defendants acted with requisite scienter; (3) whether Defendants' alleged misstatements and omissions caused any damages to investors; (4) the amount of alleged damages (if any) that could be recovered at trial; and (5) whether the Action should proceed as a class action.

This matter has not gone to trial, and the Court has not decided in favor of either Plaintiffs or the Defendants. Instead, Plaintiffs and the Defendants have agreed to settle the case. Plaintiffs and Plaintiffs' Counsel believe the Settlement is best for all Class Members because of the risks associated with continued litigation through trial and potential appeals.

WHO IS SUBJECT TO THE SETTLEMENT

5.	**How do I know if I am part of the Class?**

If you are a Class Member, you are subject to the Settlement unless you timely request to be excluded from the Class (see question 12).

For purposes of the proposed Settlement, that Class consists of all Persons who purchased or otherwise acquired Danaher common stock between January 27, 2022 and October 23, 2023, inclusive, and who were damaged thereby, except: (i) Defendants and members of their immediate families; (ii) any person who was a director or officer of Danaher during the Class Period; (iii) any entity in which any Defendant has or had a controlling interest; (iv) the legal representatives, heirs, successors, or assigns of any such excluded party; and (v) any Class Member that submits a valid and timely request for exclusion from the Class in accordance with the requirements set by the Court.

Please Note: Receipt of this Notice or the Summary Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of the proceeds from the Settlement, you must submit a Proof of Claim and the supporting documentation set forth therein postmarked or submitted online at www.DanaherSecuritiesSettlement.com on or before September 20, 2026.

6.	**What if I am still not sure if I am included?**

If you are still not sure whether you are a Class Member, you can ask for free help. You can contact the Claims Administrator toll-free at 1-888-808-9718 or by email at info@danahersecuritiessettlement.com. You can also contact the Claims Administrator at the following address:

Danaher Securities Settlement
c/o Verita Global, LLC
P.O. Box 301135
Los Angeles, CA 90030-1135

You can also return or submit the Proof of Claim available at www.DanaherSecuritiesSettlement.com to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the Settlement provide?

The Settlement provides that, in exchange for the release of Plaintiffs' Claims (defined below) and dismissal of the Action, Defendants have agreed to pay (or cause to be paid by their insurers) $172.5 million in cash to be distributed after the payment of Taxes and Tax Expenses, Notice and Claim Administration Expenses, any Fee and Expense Award, and any other approved fees and expenses, *pro rata*, to Class Members who send in an acceptable Proof of Claim pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is described in more detail in Appendix A.

8. How much will my payment be?

Your share of the Net Settlement Fund will depend on several factors, including the total value of Danaher common stock represented by the acceptable Proofs of Claim that Class Members send in, compared to the value of your claim, all as calculated under the Plan of Allocation discussed below.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

9. How can I get a payment?

To be eligible to receive a payment from the Settlement proceeds, you must submit a Proof of Claim. A Proof of Claim may be downloaded at www.DanaherSecuritiesSettlement.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail it to the Claims Administrator at the address provided in the Proof of Claim or submit it online at www.DanaherSecuritiesSettlement.com so that it is postmarked or received no later than September 20, 2026.

10. When would I get my payment?

The Court will hold a hearing on September 3, 2026 at 10:30 a.m. to decide whether to approve the Settlement (the "Settlement Fairness Hearing"). If the Court approves the Settlement, there might be appeals afterwards. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for each Proof of Claim to be processed after receiving Court approval. Please be patient.

11. What am I giving up to get a payment or to stay in the Settlement Class?

Unless you timely and validly exclude yourself, you are staying in the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the other Released Defendant Parties (defined below) about Plaintiffs' Claims (defined below) in this case. It also means that all of the Court's orders in this Action will apply to you and legally bind you. In other words, if you remain a Class Member, and if the Settlement is approved, you will give up all Plaintiffs' Claims (including Unknown Claims, as defined below), against the Released Defendant Parties (defined below).

"Plaintiffs' Claims" means any and all claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or unknown (including Uknown Claims), contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, whether direct, representative, class, or individual in nature, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that were asserted in the Action or could have been asserted by Plaintiffs or any other Class Member in the Action or any other court or forum, that arise out of, are based upon, and relate to: (a) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the complaints filed in the Action, or (b) the purchase or other acquisition of Danaher common stock during the Class Period, except for claims to enforce the Settlement or this Stipulation, claims of any Class Member who or which submit a request for exclusion from the Class that is accepted by the Court, or derivative claims asserted by shareholders on behalf of Danaher in the shareholder derivative lawsuits captioned *Lanphear v. Blair*, Docket No. 1:26-cv-00275 (D. Del.) and *Camacho v. Blair*, Docket No. 2026-0375 (Del. Ch.).

"Released Defendant Parties" means (i) each Defendant; (ii) each of their respective immediate family members (for individuals) and any trust of which any Defendant is the settler or which is for the benefit of any Defendant and/or any member(s) of his family, Defendants' Counsel; and (iii) for any of the entities listed in parts (i) or (ii), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, underwriters, representatives, insurers, reinsurers, trustees, trustors, agents, attorneys, professionals, parents, subsidiaries, related entities, affiliates, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such, and any entity in which a Defendant has a controlling interest.

"Unknown Claims" means: (a) any and all Plaintiffs' Claims that the Released Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of such claims; and (b) any and all Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and including, without limitation, those that, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to: (a) any and all Plaintiffs' Claims against the Released Defendant Parties; and (b) any and all Defendants' Claims against the Released Plaintiff Parties, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly waive, and each one of the Released Plaintiff Parties and Released Defendant Parties shall be deemed to have, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and protections conferred by California Civil Code §1542 and by any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable, or equivalent to California Civil Code §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 Released Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of Plaintiffs' Claims or Defendants' Claims, but: (a) the Releasing Plaintiff Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each one of the Released Plaintiff Parties shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all of Plaintiffs' Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities; and (b) the Released Defendant Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each one of the Released Defendant Parties shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all of Defendants' Claims against Plaintiffs, the Class, and Plaintiffs' Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue the Defendants and the other Released Defendant Parties, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Class. This is called excluding yourself – or is sometimes referred to as "opting out." If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

12. How do I get out of the proposed Settlement?

To exclude yourself from the Class and the Settlement, you must send a letter by First-Class Mail stating that you "request exclusion from the Class in the Danaher Securities Settlement." Your letter must include your purchases or acquisitions of Danaher common stock during the Class Period, including the dates and the number of shares of Danaher common stock you: (a) owned as of the opening of trading on January 27, 2022; and (b) purchased, otherwise acquired, and/or sold during the Class Period, as well as the price paid for each such purchase or other acquisition and received for each such sale. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request so that it is postmarked no later than August 13, 2026, to

Danaher Securities Settlement
c/o Verita Global, LLC
EXCLUSIONS
P.O. Box 301135
Los Angeles, CA 90030-1135

If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue the Defendants and the other Released Defendant Parties about Plaintiffs' Claims in the future.

13. If I do not exclude myself, can I sue the Defendants or the other Released Defendant Parties for the same thing later?

No. Unless you exclude yourself by following the instructions above, you give up any rights to sue the Defendants or the other Released Defendant Parties for the claims being released in this Settlement. If you have a pending lawsuit against the Released Defendant Parties or related to any Released Plaintiffs' Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is August 13, 2026.

14. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself from the Class, you should not send in a Proof of Claim to ask for any money. But you may have the right to potentially sue or be part of a different lawsuit against the Defendants or the other Released Defendant Parties.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed the law firm of Pomerantz LLP as Lead Counsel and the law firm of Cohen Milstein Sellers & Toll PLLC as Liaison Counsel to represent the Class, including you. If you want to be represented by your own lawyer, you may hire one at your own expense and they may file a notice of appearance in the Action.

16. How will the lawyers be paid?

Lead Counsel will apply to the Court for an award of attorneys' fees not to exceed 33⅓% of the Settlement Amount and expenses, costs, and charges incurred in connection with prosecuting the Action in an amount not to exceed $850,000, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. In addition, Plaintiffs may seek an aggregate award not to exceed $70,000 in connection with their representation of the Class. Such sums, as may be approved by the Court, will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT AND RELATED MATTERS

17. How do I tell the Court that I object to the proposed Settlement, the Fee and Expense Application, and/or the Plan of Allocation?

If you are a Class Member, you can comment on or object to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement proposed by the Parties. If the Court denies approval, no settlement payments will be sent out, and the Action will continue without any guarantee of future recovery. You can write to the Court setting out your comment or objection. The Court will consider your views.

To comment or object, you must file a letter that contains your comment or objection with the Clerk of the Court, United States District Court, District of Columbia, E. Barrett Prettyman United States Courthouse, 333 Constitution Avenue, NW, Washington, D.C. 20001, and serve copies on Lead Counsel and Defendants' counsel at the addresses set forth below, such that they are postmarked no later than **August 20, 2026**:

Lead Counsel	**Defendants' Counsel**
Pomerantz LLP Jeremy A. Lieberman Justin D. D'Aloia 600 Third Avenue, 20th Floor New York, NY 10016	Gibson, Dunn & Crutcher LLP Brian M. Lutz Lisa Percopo 1700 M. Street, N.W. Washington, D.C. 20036

The objection must (a) state that it is being submitted in "*Hawkins v. Danaher Corp.*, No. 1:23-cv-02055"; (b) include the objector's full name, current address, and telephone number; (c) include the objector's signature, even if represented by counsel; (d) state the specific reason(s) for the objection, including whether it applies only to the objector, a specific subset of the Class, or the entire Class; and (e) include documentation establishing the objector's membership in the Class, including the number of shares of Danaher common stock that the objecting Person owned as of the opening of trading on January 27, 2022, and purchased, otherwise acquired, and/or sold during the Class Period, as well as the dates and prices for each such purchase, other acquisition or sale.

If you object, you subject yourself to the jurisdiction of the Court in this matter and consent to being deposed in your district of residence and producing, in advance of a deposition, any responsive documents to a discovery request prior to the Settlement Fairness Hearing.

If you object, attendance at the Settlement Fairness Hearing described below is not necessary. Objectors wishing to be heard at the Settlement Fairness Hearing must indicate in their written objection that they wish to be heard at the Settlement Fairness Hearing in the manner described below.

You may not comment on or object to the Settlement if you properly exclude yourself from the Class.

18. What is the difference between objecting and excluding myself?

Objecting is telling the Court you do not like something about the proposed Settlement. You can object **only** if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to be bound by the Settlement. If you exclude yourself, you cannot object to the Settlement because it does not affect you. If you stay in the Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

THE COURT'S SETTLEMENT FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend, and you may ask to speak, but you do not have to do so.

19. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Fairness Hearing, on September 3, 2026, at 10:30 a.m. in Courtroom 19 at the E. Barrett Prettyman United States Courthouse, 333 Constitution Avenue, NW, Washington, D.C. 20001.

At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate and should be approved by the Court; whether a Judgment as provided for in the Stipulation should be entered; and whether the proposed Plan of Allocation should be approved. The Court may also decide how much should be awarded to Plaintiffs' Counsel for attorneys' fees and expenses and to Plaintiffs for their service to the Class. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. We do not know how long it will take the Court to decide these matters after the Settlement Fairness Hearing.

You should be aware that the Court may change the date and time of the Settlement Fairness Hearing, or decide to hold it remotely, without another notice being mailed to Class Members. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website at www.DanaherSecuritiesSettlement.com, beforehand to make sure that the date, time, and/or location has not changed.

20. Do I have to come to the hearing?

No. Lead Counsel will answer any questions the Court may have. But you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval of the Settlement.

21. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, and/or the fee and expense application, you may ask the Court for permission to speak at the Settlement Fairness Hearing. To do so, you must include with your objection (see question 17 above) a statement that you "intend to appear at the Settlement Fairness Hearing in *Hawkins v. Danaher Corp.*, Case No. 1:23-cv-02055 (AHA) (D.D.C.)." Persons who object to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application, and wish to present evidence at the Settlement Fairness Hearing, must include in their written objection the identity of any witnesses they may call to testify as well as any exhibits they intend to introduce into evidence at the Settlement Fairness Hearing. Your notice of intention to appear must be filed or postmarked no later than **August 20, 2026**. You cannot speak at the Settlement Fairness Hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will not receive any money from this Settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Defendant Parties about the Plaintiffs' Claims ever again.

GETTING MORE INFORMATION

23. Are there more details about the proposed Settlement?

This Notice contains only a summary of the terms of the proposed Settlement. The Stipulation is the controlling document describing the proposed Settlement, and its terms govern everything in this Notice. You can get a copy of the Stipulation, other documents related to the Settlement and the Fee and Expense Application, and obtain answers to common questions regarding the proposed Settlement by visiting www.DanaherSecuritiesSettlement.com.

For all other questions about the Settlement, please contact the Claims Administrator toll-free at 1-888-808-9718 or by email at info@danahersecuritiessettlement.com.

You can alternatively direct any questions you may have about the Settlement to Lead Counsel at the address specified in response to question 17.

**Please do not call or write to the Court, the Clerk's Office,
Defendants, or Defendants' counsel regarding this Notice.**

24. How do I get more information about the case?

Copies of all public filings in the Action are available for review during business hours at the Clerk of the Court, United States District Court, District of Columbia, E. Barrett Prettyman United States Courthouse, 333 Constitution Avenue, NW, Washington, D.C. 20001. Please check the Court's website, www.dcd.uscourts.gov, for information about the Clerk's office hours and any Court closures before visiting. Subscribers to the Court's Public Access to Court Electronic Records (PACER), a fee-based service, can also view the papers filed publicly in the Action through the Court's online Case Management/Electronic Case Files system at https://ecf.dcd.uscourts.gov/.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired Danaher common stock during the Class Period for the beneficial interest of an individual or organization other than yourself, the Court has directed that, WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, you must either (a) request from the Claims Administrator sufficient copies of the Summary Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of the Summary Notice forward them to all such beneficial owners; or (b) provide the Claims Administrator with the name and email address or physical address (where an email address is unavailable) of all such beneficial owners in which event the Claims Administrator shall promptly email or mail the Summary Notice to such beneficial owners. If you choose to follow the procedure described in (a), upon such mailing, you must send a statement to the Claims Administrator confirming that the email was sent or the mailing was made as directed and retain the names, email addresses or physical addresses for any future mailings to Class Members. You are entitled to reimbursement from the Settlement Fund for your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable out-of-pocket expenses actually incurred in connection with the foregoing includes up to $0.03 for providing names, addresses, and email addresses to the Claim Administrator per record; up to a maximum of $0.03 per Summary Notice emailed or mailed by you, plus postage at the rate used by the Claims Administrator. All communications concerning the foregoing should be addressed to the Claims Administrator at info@DanaherSecuritiesSettlement.com or:

Danaher Securities Settlement
c/o Verita Global, LLC
P.O. Box 301135
Los Angeles, CA 90030-1135

DATED: June 22, 2026

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

APPENDIX A: PROPOSED PLAN OF ALLOCATION

The Settlement Amount of $172.5 million together with any interest earned thereon is the "Settlement Fund." The Settlement Fund, less all Taxes and Tax Expenses, Notice and Claim Administration Expenses, any Fee and Expense Award, and or any other costs or fees approved by the Court (the "Net Settlement Fund") shall be distributed to Class Members who submit timely and valid Proofs of Claim to the Claims Administrator ("Authorized Claimants").

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged fraud, as opposed to losses caused by market- or industry-wide factors or company-specific factors unrelated to the alleged fraud. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formula (the "Recognized Loss") described below.

A Recognized Loss will be calculated for each share of Danaher common stock purchased or otherwise acquired during the Class Period[1]. The calculation of Recognized Loss will depend upon several factors, including when shares of Danaher common stock were purchased or otherwise acquired during the Class Period, the price paid, whether those shares were sold, and, if sold, when they were sold and for what amounts.

The Recognized Loss is not intended to estimate the amount a Settlement Class Member might have recovered after a trial, nor the amount that will be paid to Authorized Claimants pursuant to the Settlement. Rather, the Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. The Claims Administrator will use its best efforts to administer and distribute the Net Settlement Fund in a manner that is both equitable and economically feasible.

The Plan of Allocation was developed with the assistance of a consulting damages expert and is based on the assumption that the price of Danaher common stock was artificially inflated throughout the Class Period. The estimated amount of alleged artificial inflation during the Class Period is set forth in Table 1 below. The calculation of the alleged artificial inflation in the price of Danaher common stock during the Class Period is based on certain misrepresentations alleged by Plaintiffs and on stock price declines, net of market- and industry-wide factors, that occurred in reaction to the public announcements that allegedly corrected those misrepresentations.

The U.S. federal securities laws allow investors to recover for losses only to the extent that such losses were caused by disclosures correcting the defendants' prior false or misleading statements or omissions. Accordingly, in order to be eligible for a recovery under the Plan of Allocation, shares of Danaher common stock purchased or otherwise acquired during the Class Period must have been held during a period of time in which the price declined due to the disclosure of information correcting an allegedly misleading statement or omission. Plaintiffs and Plaintiffs' Counsel have determined that such price declines occurred on the following dates: October 20, 2022; January 24, 2023; April 25, 2023; July 25, 2023; and October 24, 2023 (the "Corrective Disclosure Dates"). Accordingly, in order to have a Recognized Loss, Danaher common stock must have been purchased or acquired during the Class Period and held through at least one of the Corrective Disclosure Dates.

The "90-day lookback" provision of the Private Securities Litigation Reform Act of 1995 ("PSLRA") is incorporated into the calculation of the Recognized Loss for Danaher common stock. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on Danaher common stock purchased during the Class Period and held as of the close of the 90-day period subsequent to the Class Period (the "90-Day Lookback Period") cannot exceed the difference between the purchase price paid for such stock and its average closing price during the 90-Day Lookback Period. The Recognized Loss on Danaher common stock purchased during the Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and its average closing price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in Danaher common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

Calculation of Recognized Loss Per Share of Danaher Common Stock

For each share of Danaher common stock purchased or otherwise acquired during the Class Period (i.e., January 27, 2022, through October 23, 2023, inclusive), the Recognized Loss shall be calculated as follows:

i. For each share of Danaher common stock purchased during the Class Period that was subsequently sold prior to October 20, 2022, the Recognized Loss is $0.

[1] During the Class Period, Danaher common stock traded on the New York Stock Exchange under the ticker symbol "DHR."

ii. For each share of Danaher common stock purchased during the Class Period that was subsequently sold during the period October 20, 2022, through October 23, 2023, inclusive, the Recognized Loss is the amount of per-share price inflation on the date of purchase as set forth in Table 1 below *minus* the amount of per-share price inflation on the date of sale as set forth in Table 1 below.

iii. For each share of Danaher common stock purchased during the Class Period that was subsequently sold during the period October 24, 2023, through January 19, 2024, inclusive (i.e., the 90-Day Lookback Period), the Recognized Loss *is the lesser of*:

a. the amount of per-share price inflation on the date of purchase as set forth in Table 1 below; or

b. the purchase price *minus* the "90-Day Lookback Value" on the date of sale as set forth in Table 2 below.

iv. For each share of Danaher common stock purchased during the Class Period and still held as of the close of trading on January 19, 2024, the Recognized Loss is *the lesser of*:

a. the amount of per-share price inflation on the date of purchase as set forth in Table 1 below; or

b. the purchase price *minus* the average closing price for Danaher common stock during the 90-Day Lookback Period, which is $216.62 (the last entry in Table 2 below).

Table 1

Artificial Inflation in Danaher Common Stock		
From	**To**	**Per-Share Price Inflation**
January 27, 2022	October 19, 2022	$46.40
October 20, 2022	January 23, 2023	$34.00
January 24, 2023	April 24, 2023	$29.86
April 25, 2023	July 24, 2023	$11.43
July 25, 2023	October 23, 2023	$8.71
October 24, 2023	Thereafter	$0.00

Table 2

90-Day Lookback Values					
Sale/ Disposition Date	**90-Day Lookback Value**	**Sale/ Disposition Date**	**90-Day Lookback Value**	**Sale/ Disposition Date**	**90-Day Lookback Value**
10/24/2023	$196.84	11/21/2023	$198.36	12/20/2023	$210.29
10/25/2023	$194.75	11/22/2023	$199.40	12/21/2023	$210.77
10/26/2023	$194.39	11/24/2023	$200.36	12/22/2023	$211.22
10/27/2023	$192.76	11/27/2023	$201.18	12/26/2023	$211.68
10/30/2023	$191.23	11/28/2023	$201.88	12/27/2023	$212.15
10/31/2023	$191.36	11/29/2023	$202.68	12/28/2023	$212.61
11/1/2023	$191.17	11/30/2023	$203.44	12/29/2023	$213.01
11/2/2023	$191.39	12/1/2023	$204.16	1/2/2024	$213.46
11/3/2023	$192.11	12/4/2023	$204.78	1/3/2024	$213.82
11/6/2023	$192.45	12/5/2023	$205.26	1/4/2024	$214.19
11/7/2023	$192.98	12/6/2023	$205.76	1/5/2024	$214.51
11/8/2023	$193.30	12/7/2023	$206.18	1/8/2024	$214.90
11/9/2023	$193.47	12/8/2023	$206.52	1/9/2024	$215.20
11/10/2023	$193.72	12/11/2023	$206.95	1/10/2024	$215.47
11/13/2023	$193.87	12/12/2023	$207.32	1/11/2024	$215.69
11/14/2023	$194.48	12/13/2023	$207.86	1/12/2024	$215.87
11/15/2023	$195.28	12/14/2023	$208.44	1/16/2024	$216.06
11/16/2023	$196.05	12/15/2023	$208.94	1/17/2024	$216.20
11/17/2023	$196.67	12/18/2023	$209.38	1/18/2024	$216.37
11/20/2023	$197.39	12/19/2023	$209.88	1/19/2024	$216.62

For Class Members who held Danaher common stock at the beginning of the Class Period or made multiple purchases, acquisitions, or sales during the Class Period, the First-In, First-Out ("FIFO") method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a claim. Under the FIFO method, sales of Danaher common stock during the Class Period will be matched, in chronological order, first against Danaher common stock held at the beginning of the Class Period. The remaining sales of Danaher common stock during the Class Period will then be matched, in chronological order, against Danaher common stock purchased or acquired during the Class Period.

A purchase, acquisition, or sale of Danaher common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date.

With respect to Danaher common stock purchased or sold through the exercise of a publicly traded option, the purchase/sale date of the stock shall be the exercise date of the option and the purchase/sale price of the stock shall be the exercise price. Any Recognized Loss arising from purchases of Danaher common stock acquired during the Class Period through the exercise of a publicly traded option on Danaher common stock shall be computed as provided for other purchases of Danaher common stock in the Plan of Allocation.

The date of covering a "short sale" is deemed to be the date of purchase or acquisition of Danaher common stock. The date of a "short sale" is deemed to be the date of sale of Danaher common stock. Under the Plan of Allocation, however, the Recognized Loss on "short sales" is zero. In the event that a claimant had a short position in Danaher common stock during the Class Period, their earliest subsequent Class Period purchases or acquisition of Danaher common stock will be matched against such short position, and not be entitled to a recovery, until that short position is fully covered.

The receipt or grant by gift, devise, or operation of law of Danaher common stock during the Class Period shall not be deemed a purchase, acquisition, or sale of Danaher common stock for the calculation of a claimant's recognized claim nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such share unless specifically provided in the instrument of gift or assignment.

Notwithstanding any of the foregoing, shares of Danaher common stock acquired through the exercise, conversion, or exchange of non-publicly traded securities (including, without limitation, options, warrants, convertible notes, or restricted stock units) are not eligible for recovery under the Settlement. Likewise, the receipt of Danaher common stock during the Class Period in exchange for securities of any corporation or entity other than Danaher, or through a merger, acquisition, or sale of any corporation or entity, shall not be deemed a purchase or sale of Danaher common stock for purposes of the Settlement, and such shares shall be ineligible for recovery.

Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. The Claims Administrator shall allocate to each Authorized Claimant a pro rata share of the Net Settlement Fund based on his, her, or its total Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than $10.00.

Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after at least six (6) months from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class Members. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated to non-sectarian, non-profit organization serving the public interested selected by Lead Counsel.