

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you purchased or used Makena, you may be part of a class action settlement.

This is a Court-authorized Notice. You are not being sued. This is not a solicitation from a lawyer.

- Please read this notice carefully, which has been approved by the United States District Court for the District of New Jersey. Whether you act or not, your legal rights as a potential member of the Settlement Class are affected by the Settlement.
- A Settlement has been reached in a consolidated class action lawsuit against AMAG Pharmaceuticals, Inc. (“AMAG” or “Defendant”), alleging that AMAG made misrepresentations and/or omissions in marketing materials and other public statements regarding the prescription drug Makena, a progestin hormone treatment that, from 2011 through April 2023 was approved by the FDA to reduce the risk of preterm birth in certain pregnancies. The action is captioned *Maher v. AMAG Pharmaceuticals, Inc.*, Case No. 2:20-cv-00152-JXN-JBC (D.N.J.) (the “Consolidated Action” or the “Litigation”).
- AMAG denies all the Named Plaintiffs’ allegations and all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged against it, in the Litigation. The Named Plaintiffs and the Defendant agree that the Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the Settlement Class considering all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation.
- You are included in the Settlement Class if you are a natural person who took, were prescribed, purchased, paid for, or otherwise incurred out-of-pocket costs in connection with the receipt of treatment with Makena in the United States from March 8, 2019 through July 11, 2025 (the “Class Period”).
- Under the Settlement, Defendant will establish a Settlement Fund of \$7,500,000.00, for payments to members of the Settlement Class, costs for notice and administration, court-awarded service awards for Named Plaintiffs, and attorneys’ fees and expenses. If you submit a timely and valid claim, you will be entitled to a portion of the Settlement Fund as described below.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM DEADLINE: NOVEMBER 10, 2025	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: NOVEMBER 10, 2025	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against AMAG or the other Released Parties, involving the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: NOVEMBER 10, 2025	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. If you object, you may also file a Claim Form to receive Settlement benefits. If you exclude yourself from the Settlement, you cannot object to the Settlement.
GO TO THE FINAL APPROVAL HEARING JANUARY 12, 2026	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment.

Questions? Visit www.MakenaSettlement.com or call toll-free 1 (833) 722-4162

	You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any payment from the Settlement and you will give up your right to sue AMAG or the Released Parties about the legal claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement payments will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION ABOUT THE SETTLEMENT

1. Why was this notice issued?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as ***Maher v. AMAG Pharmaceuticals, Inc., Case No. 2:20-cv-00152-JXN-JBC (D.N.J.)***. The individuals who filed this lawsuit, **Rachel Maher, Marina Gomez, Rebecca Torres, Brittany Bonds, Teresa Faughnan, Ebony Odommorris, Molly O'Hara and Brandy Silas**, are called the “Named Plaintiffs” or “Class Representatives” and the company that was sued, **AMAG Pharmaceuticals, Inc. (“AMAG”)** is called the “Defendant.” Judge Julien Xavier Neals of the U.S. District Court for the District of New Jersey is overseeing this class action.

2. What is this lawsuit about?

The prescription drug Makena, a progestin hormone treatment, was approved by the United States Food and Drug Administration (“FDA”) in 2011 to reduce the risk of preterm birth in certain pregnancies. On or about April 6, 2023, the FDA withdrew Makena’s approval, following the completion of a post-marketing study in 2019 that failed to confirm Makena’s efficacy for its approved use.

After the release of that study, the Named Plaintiffs brought several class action lawsuits against AMAG alleging that it made misrepresentations and/or omissions in its marketing materials and other public statements regarding Makena, including statements relating to whether Makena was effective at reducing the risk of preterm birth. Those lawsuits have been consolidated in the Consolidated Action, captioned: *Maher v. AMAG Pharmaceuticals, Inc., Case No. 2:20-cv-00152-JXN-JBC (D.N.J.)*. AMAG denies all the Named Plaintiffs’ allegations and all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged against it, in the Litigation.

3. What is a class action lawsuit?

In a class action, one or more people called Named Plaintiffs or Class Representatives sue on behalf of all people who have similar claims. Together, these people are called a “Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those people who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Named Plaintiffs and the Defendant disagree over the legal claims alleged in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of the Named Plaintiffs or Defendant (collectively referred to as the “Parties”). Instead, the Parties agree that the Settlement is fair, reasonable, and adequate, and is in the best interest of the

Settlement Class in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The **Settlement Class** includes all natural persons who took, were prescribed, purchased, paid for, or otherwise incurred out-of-pocket costs in connection with treatment with Makena in the United States from March 8, 2019 through the date of Preliminary Approval, except for any **Excluded Persons**.

Excluded Persons include (1) any judge presiding over the Litigation, their staff and their immediate family members; (2) Defendant; (3) any of Defendant's subsidiaries, parents or affiliates, and its and their officers, directors, employees, legal representatives, heirs, successors, or assigns; (4) Class Counsel and counsel for Defendant; and (5) any persons who timely exclude themselves from the Settlement Class in accordance with the procedures set forth in this Notice.

If you received this Notice by mail or e-mail it is because Makena Care Connection records indicate that you may be a member of the Settlement Class.

6. What if I am still not sure whether I am part of the Settlement?

If you did not receive Notice by email or U.S. mail, or if you have any questions as to whether you are a Settlement Class Member, you may contact the Claim Administrator by mail: Makena Claim Administrator, 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 or email: info@MakenaSettlement.com

7. What are the Covered Products?

Covered Products include Makena (hydroxyprogesterone caproate injection), regardless of dose or formulation, and regardless of whether supplied in single- or multi-dose vials or auto-injector, including but not limited to those sold under the following National Drug Codes: 64011-243-01, 64011-247-02; 64011-301-03. Covered Products do **not** include any generic or compounded version of hydroxyprogesterone caproate.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

If approved by the Court, Defendant will establish a Settlement Fund of **\$7,500,000.00**, for payments to Plaintiffs and members of the Settlement Class, Service Awards, costs for notice and administration, and court-awarded Attorneys' Fees and Expenses.

- Each Settlement Class Member who timely submits a valid Claim Form with Proof of Treatment and Proof of Out-of-Pocket Payment of a Covered Product shall receive the full amount of out-of-pocket costs incurred for each treatment with a Covered Product during the Class Period, as reflected on the Proof of Treatment and Proof of Out-of-Pocket Payment (subject to potential *pro rata* adjustments, as described below). Each administration of a dose of Makena constitutes a "treatment."
- Each Settlement Class Member who timely submits a valid Claim Form without Proof of Treatment or Proof of Out-of-Pocket Payment, but for whom the number of treatments and amount of out-of-pocket costs incurred can be reliably substantiated through records in Class Counsel's possession, shall receive the full amount of out-of-pocket costs incurred for each treatment with a Covered Product during the Class Period, as reflected in such records (subject to potential *pro rata* adjustments, as described below). Each administration of a dose of Makena constitutes a "treatment."
- Each Settlement Class Member who timely submits a valid Claim Form with Proof of Treatment but without Proof of Out-of-Pocket Costs, and for whom the amount of out-of-pocket costs incurred cannot be reliably substantiated through records in Class Counsel's possession, shall receive \$22 for each treatment with a Covered Product during

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the Class Period, as reflected on the Proof of Treatment, unless said Class Member was a participant in any Government Healthcare Program at the time of treatment, in which case said Class Member shall receive \$4 for each such treatment (subject to potential *pro rata* adjustments, as described below). Each administration of a dose of Makena constitutes a “treatment.”

- Each Settlement Class Member who timely submits a valid Claim Form without Proof of Treatment and without Proof of Out-of-Pocket Costs, and for whom the number of treatments and amount of out-of-pocket costs incurred cannot be reliably substantiated through records in the possession of Class Counsel, shall receive \$1 for each treatment with a Covered Product during the Class Period (subject to potential *pro rata* adjustments, as described below and a maximum payment of \$40). Each administration of a dose of Makena constitutes a “treatment.”

Each Settlement Class Member’s payment shall be increased or decreased on a *pro rata* basis such that the total amount paid to all Settlement Class Members equals the Available Settlement Funds (i.e., the remaining amount of the \$7,500,000.00 settlement payment after accounting for costs of notice and administration and court-awarded service awards, attorneys’ fees and expenses). In other words, if the total amount of claims exceeds the remaining Settlement Fund after accounting for accounting for costs of notice and administration and court-awarded service awards, attorneys’ fees and expenses, you may receive less than the amount you spent out of pocket for your Makena prescription. If the total amount of claims is less than the remaining amount of in the Settlement Fund after accounting for accounting for costs of notice and administration and court-awarded service awards, attorneys’ fees and expenses, you may receive more than the amount you spent out of pocket for your Makena prescription.

9. What rights am I giving up by remaining in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all the Court’s orders will apply to you and legally bind you. You and your respective heirs, executors, administrators, representatives, agents, partners, successors, and assigns, and any other person or entity acting on your behalf (“Released Parties”), will not be able to sue, continue to sue, or be part of any other lawsuit against AMAG or the Released Parties about the legal issues resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see* next question).

“Released Parties” means AMAG and each and all of its past, present and future direct and indirect affiliates, subsidiaries, divisions, parents, owners, predecessors, successors and assigns, and all other persons or entities under common control with Defendant, including but not limited to Covis Holdings US, Inc., Covis Pharma GmbH and Covis Group S.à r.l., and each and all of its and their respective former, present and future officers, directors, shareholders, members, lenders, investors, partners, employees, agents, representatives, licensors, attorneys, accountants, insurers, and any suppliers, resellers, retailers, wholesalers, distributors, pharmacies and all other persons or entities in the chain of distribution of the Covered Products, whether specifically named and whether or not participating in the settlement by payment or otherwise.

10. What are the Released Claims?

The Released Claims include: any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages, costs, attorneys’ fees or liabilities of any kind or nature whatsoever, whether legal or equitable or otherwise, known or unknown, accrued or to accrue, vested or contingent, liquidated or otherwise, whether based in contract, tort, warranty, fraud, negligence, violation of federal or state statute or any other theory, that arise out of or relate to: (i) the purchase of, payment for or treatment with Makena during the Class Period; (ii) any actual or alleged representation or omission made by any Released Party in connection with the advertising, marketing or sale of Makena; or (iii) the allegations, claims, or contentions that were, or could have been, asserted in the Litigation. The Released Claims exclude claims for bodily injury, and also exclude any claims of any Third-Party Payor, including but not limited to any Government Healthcare Program, for any amounts those Third-Party Payors may have paid for any Covered Product. More information is provided in the Settlement Agreement available at: www.MakenaSettlement.com

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

Questions? Visit www.MakenaSettlement.com or call toll-free 1 (833) 722-4162

11. How do I make a claim for Settlement benefits?

You must complete and submit a Claim Form by **November 10, 2025**. Claim Forms may be submitted online at www.MakenaSettlement.com or downloaded from the Settlement Website and mailed to the Claim Administrator at the address on the form. Claim Forms are also available by calling 1 (833) 722-4162 or by writing to the Claim Administrator via mail: Makena Claim Administrator, 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 or email: info@MakenaSettlement.com

12. What happens if my contact information changes after I submit a claim?

If your contact or payment information changes after you submit a Claim Form, it is your responsibility to provide your updated information to the Claim Administrator in writing via mail or email.

13. When will the Settlement benefits be issued?

Payments for valid and timely Claim Forms that are approved will be issued by the Claim Administrator after the Settlement is approved and becomes final. Payments will be issued via the payment method selected on the Claim Form.

The Court will hold a hearing on January 12, 2026 at 10:30 AM in Courtroom 5D of Martin Luther King Building & U.S. Courthouse 50 Walnut Street, Newark NJ 07101, to decide whether to approve the Settlement. The Court may move the Final Approval Hearing to a different date or time without providing further Notice to the Settlement Class. The date and time of the Final Approval Hearing can be confirmed at info@MakenaSettlement.com. If the Settlement is approved, there may be appeals. The appeal process can take time. If there is no appeal, your payment will be processed promptly.

We do not know how long it may take the Court to approve the Settlement as final, and whether any appeals will be filed. Please be patient and check info@MakenaSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed these attorneys to represent the Settlement Class: Richard M. Paul III and Laura C. Fellows of the law firm Paul LLP; Bruce D. Greenberg of the law firm Lite DePalma Greenberg & Afanador, LLC; and Stuart Talley of the law firm Kershaw, Talley, Barlow.

These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Rachel Maher, Marina Gomez, Rebecca Torres, Brittany Bonds, Teresa Faughnan, Ebony Odommorris, Molly O'Hara and Brandy Silas are Settlement Class Members like you and the Court appointed them as Class Representatives.

15. How will Settlement Class Counsel be paid?

Class Counsel may apply to the Court for an award of an Attorneys' Fees and Expense Payment in a total amount not to exceed one-third of the Settlement Fund, in the aggregate. In no event shall Defendant be liable for any attorneys' fees or expenses in excess of that amount.

Class Representatives may additionally apply to the Court for a Service Award not to exceed \$5,000.00 each as compensation for the time and effort undertaken in and risks of pursuing this Litigation, including the risk of liability for the Parties' costs of suit.

Any award of Attorneys' Fees and Expense Payment or Service Awards approved by the Court will be paid out of the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

Questions? Visit www.MakenaSettlement.com or call toll-free 1 (833) 722-4162

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

16. How do I get out of the Settlement?

In order to validly be excluded from the you must submit a request to be excluded online via the Settlement Website at www.MakenaSettlement.com no later than **November 10, 2025**. Alternatively, you can send a letter or a completed Exclusion Request Form to the Claims Administrator. To be valid the Request for Exclusion or letter must be mailed with a **postmark** date no later than **November 10, 2025** to: **Makena Claim Administrator, Attn: Exclusion Requests, PO Box 58220, Philadelphia, PA 19102**. You can’t exclude yourself via phone, or fax.

The exclusion request must clearly state that the Settlement Class Member wants to be excluded from the Settlement (“Opt Out”) in *Maier v. AMAG Pharmaceuticals Inc.*, 2:20-cv-00152-JXN-JBC, pending in the United States District Court for the District of New Jersey, and must include his or her full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

17. If I exclude myself, can I still receive Settlement benefits?

No. All persons who Opt Out cannot claim any money available from the Settlement and will not be bound by the terms of the Settlement Agreement or by any orders or judgments from the Court approving the Settlement. All persons falling within the definition of the Settlement Class who do not Opt Out shall be bound by the terms of the Settlement Agreement and the Final Approval Order and Judgment.

18. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue or continue to sue the Defendant and any other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit involving any of the claims asserted in this lawsuit, you should speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

19. How do I tell the Court that I do not like the Settlement?

If you are a member of the Settlement Class and you do not exclude yourself, you can object to the Settlement if you don’t like any part of it. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. You can also object to Class Counsel’s request for attorneys’ fees and expenses and/or to the service award for the Class Representatives. The Court will consider your views.

Your objection and supporting papers must be in writing and must include: a caption or title that identifies it as “Objection to Class settlement in *Maier v. AMAG Pharmaceuticals Inc.*, 2:20-cv-00152-JXN-JBC”; information sufficient to identify and contact you or your attorney if represented; information sufficient to establish your standing as a Settlement Class Member; a clear and concise statement of your objection, as well as any facts and law supporting the objection; your signature; and the signature of your counsel, if any.

Failure to include documents or testimony sufficient to establish membership in the Settlement Class shall be grounds for overruling and/or striking the objection on grounds that the objector lacks standing to make the objection.

If any Settlement Class Member wishes to object to the Settlement, the Settlement Class Member must electronically file via the Court’s ECF system or deliver to the Clerk of the Court by mail, express mail, or personal delivery, a written notice of objection. To be timely, the objection must be **received by** the Clerk of the Court (not just postmarked or sent) prior to

November 10, 2025.

District Court for the District of New Jersey
Martin Luther King Building & U.S. Courthouse
50 Walnut Street
Newark, NJ 07101

20. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **January 12, 2026 at 10:30 AM** in Courtroom 5D of the United States District Court for the District of New Jersey, located at Martin Luther King Building & U.S. Courthouse 50 Walnut Street, Newark, NJ 07101, or via Zoom webinar, and/or by remote access as determined by the Court.

The date and time of the Final Approval Hearing, as well as whether the hearing will be conducted in person or by remote access, is subject to change without further notice to the Settlement Class, so please monitor the Settlement Website to confirm whether the date for the Final Approval Hearing has changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees and Expense Payment, and the Service Awards to the Named Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

22. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, 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 your written objection is complete and submitted on time, the Court will consider it.

23. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 19). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Litigation and released by the Settlement Agreement.

GETTING MORE INFORMATION

25. How do I get more information?

Questions? Visit www.MakenaSettlement.com or call toll-free 1 (833) 722-4162

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.MakenaSettlement.com. If you have questions about the proposed Settlement or anything in this Notice, you may contact the Claim Administrator:

Makena Claim Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Email: info@MakenaSettlement.com
Toll-Free: 1 (833) 722-4162

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Visit www.MakenaSettlement.com or call toll-free 1 (833) 722-4162