

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“**Agreement**”) is made and entered into between Plaintiffs Rachel Maher, Marina Gomez, Rebecca Torres, Brittany Bonds, Teresa Faughnan, Ebony Odommorris, Molly O’Hara and Brandy Silas (the “**Named Plaintiffs**” or “**Class Representatives**”), individually and as representatives of the Settlement Class as defined below, and Defendant AMAG Pharmaceuticals, Inc. (“**Defendant**”). Named Plaintiffs and Defendant collectively are referred to herein as the “**Parties**,” or, respectively, as a “**Party**.”

### **RECITALS**

WHEREAS, Defendant sold and marketed the prescription drug Makena, a progestin hormone treatment that was approved by the FDA in 2011 to reduce the risk of preterm birth in certain pregnancies.

WHEREAS, 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 indication.

WHEREAS, from November 2019 through January 2020, certain of the Named Plaintiffs, along with other plaintiffs who claims have since been dismissed, filed five class action lawsuits in five separate jurisdictions alleging that Defendant made various misrepresentations and/or omissions regarding Makena in marketing materials and other public statements, and asserting claims for violation of state consumer protection laws and/or the Racketeer Influenced and Corrupt Organizations Act in connection with their purchase of and/or treatment with Makena, captioned: *Barnes v. AMAG Pharmaceuticals, Inc.*, No. 19-cv-05088 (W.D. Mo.) (filed Nov. 1, 2019); *Gill v. AMAG Pharmaceuticals, Inc.*, No. 19-cv-02681 (D. Kan.) (filed Nov. 4, 2019); *Faughnan v. AMAG Pharmaceuticals, Inc.*, No. 19-cv-01394 (N.D.N.Y.) (filed Nov. 12, 2019); *Zamfirova v. AMAG Pharmaceuticals, Inc.*, No. 2:20-cv-00152 (D.N.J. Jan. 3, 2020); and *Nelson v. AMAG Pharmaceuticals, Inc.*, No. 20-cv-00089 (E.D. Cal.) (filed Jan. 13, 2020). Each of those cases was transferred to the District of New Jersey and consolidated in the action now captioned *Maher v. AMAG Pharmaceuticals Inc.*, 2:20-cv-00152-JXN-JBC (D.N.J.) (the “**Consolidated Action**”). On or about June 24, 2021, Plaintiffs filed a Second Amended Consolidated Class Action Complaint (the “**Consolidated Complaint**”).

WHEREAS, on or about December 27, 2022, Named Plaintiffs Molly O’Hara and Brandy Silas filed a sixth consumer class action complaint (the “**O’Hara Complaint**”) in Massachusetts State Court asserting claims and allegations similar to those asserted in the Consolidated Complaint, captioned *O’Hara v. AMAG Pharmaceuticals, Inc.*, No. 2284CV02931 (Mass. Super. Ct., Suffolk Cnty.) (the “**O’Hara Action**”). That case was removed to federal court, transferred to the District of New Jersey (No. 2:23-cv-21743) and, by Order dated March 28, 2024, consolidated into the Consolidated Action. The O’Hara Action, the Consolidated Action, and each action consolidated therein are collectively referred to herein as the “**Litigation**.”

WHEREAS, the Parties and their counsel engaged in extensive arms-length negotiations,

including a full-day in-person mediation and numerous follow-up video-conferences, before a respected and experienced mediator, the Honorable Chief Judge Freda Wolfson (Ret.), which culminated in an agreement in principle to resolve all claims of Named Plaintiffs and the proposed nationwide Settlement Class defined below. Before and during these settlement discussions and mediation, the Parties had an arms'-length exchange of sufficient information to permit Named Plaintiffs and Class Counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions, including through discovery in the Consolidated Action. The Parties did not discuss any potential award of attorneys' fees or expenses or service awards until they first agreed on the substantive terms of this settlement.

WHEREAS, Named Plaintiffs, as class representatives, and Class Counsel (defined below), believe that the claims they have asserted in the Litigation have merit, but they recognize and acknowledge the risks, uncertainty, and expense of continued proceedings necessary to prosecute the claims through trial and appeal.

WHEREAS, Class Counsel have conducted a thorough investigation into the facts of the Litigation, including through formal discovery and informal exchanges of information and review of data, documents, and records. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims in the Litigation. Class Counsel have diligently pursued an investigation of the Settlement Class Members' claims against Defendant. Class Counsel have analyzed and evaluated the merits of all Parties' contentions and this Settlement as it affects all Parties and the Settlement Class Members. Among the risks of continued litigation are the possibility that Named Plaintiffs will be unable to prove liability, damages, or entitlement to injunctive relief at trial on a class-wide or individual basis. In addition to taking into account the uncertain outcome and risk of the Litigation, Class Counsel have considered the difficulties and delay inherent in such litigation.

WHEREAS, based on the documents and information provided by Defendant, and their own independent investigation, Class Counsel believe this Settlement on the terms set forth in this Agreement 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, various defenses asserted by Defendant, and numerous potential appellate issues relating to legal issues which are currently unsettled.

WHEREAS, Defendant denies all of 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. Defendant does not waive and expressly reserves all rights to challenge such claims and allegations upon all legal, procedural, and factual grounds in the event the Settlement described herein does not become effective. Defendant also denies that Named Plaintiffs, the Settlement Class, or any member of the Settlement Class have suffered damage or harm by reason of any alleged conduct, statement, act, or omission of Defendant. Defendant further denies that the Litigation meets the requisites for certification as a class action under Rule 23 of the Federal Rules of Civil Procedure, except for purposes of settlement, or that the evidence is sufficient to support a finding of liability on any of the Named Plaintiffs' claims in the Litigation. However, Defendant considers it desirable to resolve the litigation pursuant to this Agreement in order to avoid any further burden, expense,

business interruption, and inconvenience resulting from ongoing lawsuits and accordingly have determined that this Agreement is in Defendant's best interests.

WHEREAS, the Parties desire to settle the Litigation in its entirety as to the Named Plaintiffs, the Settlement Class and Defendant with respect to all claims arising out of or relating to their treatment with, purchase of or payment for Makena (except for personal injury claims), or that were asserted or could have been asserted in the Litigation, and intend this Agreement to bind Named Plaintiffs (both as class representatives and individually), Defendant and Settlement Class Members.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree as follows, subject to approval by the Court:

## **I. DEFINITIONS**

In addition to those terms defined above, capitalized terms used in this Agreement shall be defined as follows:

1.1 The terms "**Agreement**" and "**Settlement**" mean the final, operative version of this fully executed Class Action Settlement and Release Agreement, including all Exhibits thereto, which the Parties acknowledge sets forth all the material terms and conditions of the Settlement between them and which is subject to Court approval.

1.2 "**Attorneys' Fee and Expense Payment**" means any such funds as may be awarded by the Court consistent with the terms of this Agreement to Class Counsel for their past, present, and future work, efforts, and expenditures in connection with this Litigation and Settlement, and to reimburse them for their costs and expenses, as described more particularly in Section VII of this Agreement.

1.3 "**Available Settlement Funds**" means that the Settlement Fund net of any Notice and Administration Costs, Service Awards and Attorneys' Fee and Expense Payment.

1.4 "**Claim Administrator**" means, subject to Court approval, Angeion Group, unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

1.5 "**Claim Filing Deadline**" means ninety (90) days after the Notice Date.

1.6 "**Claim Form**" means the document to be submitted by Settlement Class Members seeking direct monetary benefits pursuant to the Agreement, substantially in the form of Exhibit D, pursuant to the process described in Paragraphs 4.6 and 4.7 of this Agreement. Exhibit D consists of a "Group 1" Claim Form, a "Group 2" Claim Form and an "Online" Claim Form, copies of which will be provided to potential Settlement Class Members in accordance with Paragraphs 5.2.1 and 5.2.4 of this Agreement.

1.7 “**Claim Period**” means the period beginning on the Notice Date and continuing until the Claim Filing Deadline.

1.8 “**Class Counsel**” means 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 PC.

1.9 “**Class Period**” means March 8, 2019 through the date of Preliminary Approval of the Settlement, inclusive.

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

1.11 “**Covered Product**” or “**Covered Products**” means 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.

1.12 “**Effective Date**” means the day after the later of: (i) the expiration of the time for any person to appeal the Final Approval (inclusive of any extension granted pursuant to Fed. R. App. P. 4(5)), with no such appeal or having been filed; (ii) the deadline to file a motion for extension under Fed. R. App. P. 4(5), with no such motion having been filed or the denial of any such motion; or (iii) if an appeal is filed, the termination of such appeal, on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval. As used in this Paragraph, the phrase “termination of such appeal” means the date upon which the relevant appellate court issues its order.

1.13 “**Excluded Persons**” are (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 Section VI of this Agreement.

1.14 “**Exclusion Deadline**” means ninety (90) days after the Notice Date.

1.15 “**Final**” means that all of the events necessary for there to be an Effective Date have occurred, the Settlement has become completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.16 “**Final Approval**” means issuance of an order granting final approval of this Agreement as binding upon the Parties; holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below; ordering that the settlement relief be provided as set forth in this Agreement; ordering the releases as set forth in Section VIII of this Agreement; entering judgment in this case; and retaining continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement.

1.17 **“Government Healthcare Program”** means any plan or program that provides health benefits to individuals, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by any federal or state government entity or agency, including but not limited to the federal Medicaid Program and any state Medicaid program.

1.18 **“Initial Notice and Administration Costs Payment”** means an initial payment that the Parties and the Claim Administrator anticipate will be sufficient to cover the Notice and Administration Costs, totaling One Hundred Ninety Thousand Dollars (\$190,000.00), to be deposited to the Settlement Fund Account in accordance with Paragraph 4.2 of this Agreement. The Initial Notice and Administration Costs Payment is part of the Settlement Fund.

1.19 **“Notice”** means the Court-approved form of notice to Settlement Class Members in substantially the same form as Exhibit B.

1.20 **“Notice and Administration Costs”** mean all costs actually incurred by the Claim Administrator in connection with the execution of the Notice Plan, claims processing and other administration in accordance with the terms of this Agreement.

1.21 **“Notice Date”** means thirty (30) days after the date of Preliminary Approval.

1.22 **“Notice Plan”** means the plan for disseminating notice of the Settlement to the Settlement Class, as described in Section V of this Agreement.

1.23 **“Objection Deadline”** means ninety (90) days after the Notice Date.

1.24 **“Person(s)”** means any natural person or business entity.

1.25 **“Preliminary Approval”** means issuance of an order substantially in the form attached hereto as Exhibit A, granting preliminary approval to this Agreement as within the range of possible Final Approval, approving the Notice Plan as described in Section V below and setting a hearing to consider Final Approval of the Settlement and any objections thereto.

1.26 **“Proof of Out-of-Pocket Payment”** means a medical bill, itemized pharmacy sales receipt, itemized insurance statement or other document that reliably shows, at a minimum, the purchase of a Covered Product, the amount of out-of-pocket costs incurred by the Settlement Class Member in connection with that purchase, and the date of the purchase.

1.27 **“Proof of Treatment”** means a medical record, insurance record, pharmacy receipt or other document that reliably shows, at a minimum, that a Settlement Class Member purchased or was treated with a Covered Product, including the date of each purchase/treatment.

1.28 **“Released Claims”** means the claims released as set forth in Section VIII of this Agreement.

1.29 “**Released Parties**” means Defendant 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, and insurers, and any wholesalers, distributors, pharmacies, healthcare providers and all other persons or entities in the chain of distribution of the Covered Products.

1.30 “**Service Award**” means any award approved by the Court that is payable to the Class Representatives to compensate them for their efforts in bringing this Litigation and achieving the benefits of this Settlement on behalf of the Settlement Class. The Service Award shall be in addition to any Settlement Benefit that the Named Plaintiffs may receive as a participating Settlement Class Members.

1.31 “**Settlement Benefit**” means the benefits provided to Settlement Class Members as set forth in this Agreement.

1.32 “**Settlement Class**” or “**Settlement Class Members**” means 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 during the Class Period, except for any Excluded Persons.

1.33 “**Settlement Fund**” means a total payment by Defendant of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00), all-in, inclusive of all payments to Plaintiffs and members of the Settlement Class, Service Awards, Notice and Administration Costs (including the Initial Notice and Administration Costs Payment), and any court-awarded Attorneys’ Fees and Expense Payment. For avoidance of doubt, all costs relating to notice and administration of the Settlement will be paid from the Settlement Fund. The Settlement Fund is non-reversionary.

1.34 “**Settlement Fund Account**” means the interest-bearing account established by the Claim Administrator to contain the Settlement Fund, as described in Paragraph 4.1 of this Agreement. The account established by the Claim Administrator shall qualify as a Qualified Settlement Fund under all applicable IRS rules and regulations.

1.35 “**Settlement Website**” means an internet website created and maintained by the Claim Administrator for the purpose of providing the Settlement Class with notice of and information about the Settlement, as described in Paragraph 5.2.1 of this Agreement.

1.36 “**Short-Form Notice**” means the Court-approved short-form notice to be mailed and/or emailed to certain Settlement Class Members in substantially the same form as Exhibit C, pursuant to the processes described in Paragraphs 5.2.3 and 5.2.4 of this Agreement.

1.37 **“Third-Party Payor”** means any entity or organization that pays for, reimburses or insures medical or prescription drug expenses on behalf of patients or policyholders, including but not limited to Government Healthcare Programs.

1.38 **“Valid Claim”** or **“Valid Claim Form”** mean a claim submitted in compliance with this Agreement and determined to be valid by the Claim Administrator, and as further described in Section IV of this Agreement.

## **II. CERTIFICATION OF THE SETTLEMENT CLASS**

2.1 **Certification of the Settlement Class.** For purposes of settlement and the proceedings contemplated by this Agreement only, subject to Court approval, the Parties stipulate and agree that a Settlement Class as defined in Paragraph 1.32 of this Agreement shall be provisionally certified pursuant to Federal Rule of Civil Procedure 23, that the Named Plaintiffs shall be the Class Representatives and shall represent the Settlement Class for Settlement Purposes, and that Class Counsel shall be appointed to represent the Settlement Class.

2.2 **Decertification of the Settlement Class if Settlement Not Approved.** Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the Court does not enter an order granting final approval of the Settlement, or if for any other reason the Effective Date does not occur, any certification of any Settlement Class will be vacated and the Parties will be returned to their positions with respect to the Litigation as if the Agreement had not been entered into. Specifically: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the Settlement reflected in this Agreement, that Defendant did not oppose the certification of a Settlement Class under this Agreement, or that the Court preliminarily or finally approved the certification of a Settlement Class, shall not be used or cited thereafter by any person in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. Notwithstanding the foregoing, in the event the Settlement is not approved, the Parties will work in good faith, to the extent possible, to resolve the Court’s concerns.

## **III. OBTAINING COURT APPROVAL**

3.1 **Motion for Preliminary Approval.** Class Counsel will file a motion for preliminary approval no later than fourteen (14) days following the execution of this Agreement, and will provide Defendant’s counsel with a draft at least seven (7) days in advance of filing, unless otherwise agreed to by the Parties. Defendant may provide feedback concerning the motion, which Class Counsel will consider in good faith. The motion will be written in a neutral manner that plainly states the Named Plaintiffs’ allegations and claims while making clear that Defendant denies every allegation of wrongdoing, admits no liability and consents to class certification for settlement purposes only. Defendant will not oppose the motion, will have no obligation to make separate filings in support of the motion and will

appear at the hearing through counsel to confirm Defendant's agreement with the terms of the Settlement as provided herein.

**3.2 Motion for Final Approval.** Class Counsel will file a motion for final approval no later than one hundred fifty (150) days following Preliminary Approval and will provide Defendant's counsel with a draft at least seven (7) days in advance of filing, unless otherwise agreed to by the Parties. Defendant may provide feedback concerning the motion, which Class Counsel will consider in good faith. The motion will be written in a neutral manner that plainly states the Named Plaintiffs' allegations and claims while making clear that Defendant denies every allegation of wrongdoing, admits no liability and consents to class certification for settlement purposes only. Defendant will not oppose the motion, will have no obligation to make separate filings in support of the motion and will appear at the hearing through counsel to confirm Defendant's agreement with the terms of the Settlement as provided herein.

**3.3 Failure to Obtain Approval.** This Agreement was entered into only for purposes of settlement. In the event that Preliminary or Final Approval of this Settlement and this Agreement does not occur for any reason, or if Final Approval is reversed on appeal, or the Agreement is terminated, then no term or condition of this Agreement, or any draft thereof, or discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Litigation, or in any other proceeding (unless Class Counsel and Defendant mutually agree in writing to proceed with this Agreement); and the Litigation shall continue as if the Settlement had not occurred, except as set forth in Paragraphs 10.4 and 10.5 of this Agreement. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Litigation.

#### **IV. SETTLEMENT BENEFIT AND CLAIMS ADMINISTRATION**

**4.1 Settlement Fund Account.** The Claim Administrator shall establish and maintain the interest-bearing Settlement Fund Account to contain the Settlement Fund, which will be used to provide benefits to or on behalf of the Settlement Class. The Claim Administrator will hold the Settlement Fund in escrow until such time as the Claim Administrator is authorized to disseminate those funds pursuant to this Agreement, the Final Approval Order or other order of the Court, or until this Settlement Agreement is terminated in accordance with its terms. The Claim Administrator will establish the Settlement Fund Account and provide Defendant with all necessary payment instructions no later than fourteen (14) days after the date of Preliminary Approval. Interest that accrues on the Settlement Fund shall become the property of the Settlement Fund Account.

**4.2 Funding of the Settlement Fund Account.** Within twenty-one (21) days after the date of Preliminary Approval, Defendant shall deposit into the Settlement Fund Account the Initial Notice and Administration Costs Payment. As soon as reasonably practicable following

the Effective Date (and in no event more than twenty-one (21) days after the Effective Date), Defendant shall deposit into the Settlement Fund Account the remainder of the Settlement Fund.

**4.3 Defendant's Total Financial Commitment.** Defendant's total financial commitment and obligation under this Agreement shall not exceed \$7,500,000.

**4.4 Use of the Settlement Fund.** The Settlement Fund shall be applied as follows, in accordance with the terms and conditions set forth elsewhere in this Agreement:

- 4.4.1 To pay the Notice and Administration Costs;
- 4.4.2 To pay any Attorneys' Fee and Expense Payment, as may be ordered by the Court and as described in Paragraphs 7.1 and 7.3 below;
- 4.4.3 To pay any Service Awards to the Class Representatives, not to exceed \$5,000.00 per Class Representative, as may be ordered by the Court and as described in Paragraph 7.2 below; and
- 4.4.4 To pay Valid Claims for cash benefits submitted by Settlement Class Members pursuant to Paragraph 4.5 below.

**4.5 Cash Benefit to Class Members.** Cash benefits shall be paid to each Settlement Class Member who submits Valid Claim in accordance with the following terms:

- 4.5.1 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 Paragraphs 4.5.5, 4.6 and 4.7 below.
- 4.5.2 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 amount of out-of-pocket costs incurred can be reliably substantiated through data that has been produced from Defendant's patient assistance program, 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 data, subject to Paragraphs 4.5.5, 4.6 and 4.7 below.
- 4.5.3 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 data that has been produced from Defendant's patient assistance program, shall receive \$22 for each treatment with a Covered Product during 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, in either case subject to Paragraphs 4.5.5, 4.6 and 4.7 below.

4.5.4 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 data that has been produced from Defendant's patient assistance program, shall receive \$1 for each treatment with a Covered Product during the Class Period, with a limit of \$40 in total recovery, and subject to Paragraphs 4.5.5, 4.6 and 4.7 below.

4.5.5 Each Settlement Class Members' 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.

**4.6 Submission of Claims.** Subject to the rights and limitations set forth in this Agreement, every Settlement Class Member shall have the right to submit a claim for Settlement Benefits. A claim shall be a Valid Claim only if submitted on the Claim Form pursuant to, and in compliance with, the procedures set forth herein. Submission of a claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person, except as expressly provided herein.

4.6.1 Claim Forms must be submitted by the Settlement Class Member themselves or, in the event that the Settlement Class Member is a minor, is deceased or is otherwise incapacitated or incompetent at the time of submission, by a legally authorized representative. Any Claim Form submitted by any other person or entity will be rejected without opportunity to provide additional information or challenge the Claim Administrator's determination.

4.6.2 At the election of the Settlement Class Member, Claim Forms may be submitted in paper via first class mail or online via the Settlement Website. Unless the Parties agree to the contrary, Claim Forms must be postmarked or submitted online no later than the Claim Filing Deadline. Claim Forms postmarked or submitted online after that date will not be Valid Claims.

4.6.3 Claim Forms submitted in paper via first class mail must include in a single mailing any Proof of Treatment and Proof of Out-of-Pocket Payment submitted in connection with the claim. For Claim Forms that are submitted online, the Class Member shall have the opportunity to upload Proof of Treatment and Proof of Out-of-Pocket Payment image files (e.g. jpg, tif, pdf) prior to submitting the claim, and to print a page

immediately after the Claim Form has been submitted showing the information entered, the names of image files uploaded, and the date and time the Claim Form was submitted.

4.6.4 On the Claim Form, the Settlement Class Member must provide and certify the truth and accuracy of the following information under penalty of perjury, including by signing the Claim Form physically or by e-signature, or the claim will not be considered a Valid Claim by the Claim Administrator:

- (a) The Settlement Class Member's name and mailing address;
- (b) The Settlement Class Member's email address (unless the Settlement Class Member submits the Claim Form in paper via first class mail, in which case an email address is optional);
- (c) The actual or approximate date(s) of purchase or administration for each purchase subject to the claim;
- (d) Whether the Settlement Class Member was a participant in any Government Healthcare Program on the date of purchase for each purchase subject to the claim;
- (e) Whether the Settlement Class Member is submitting Proof of Treatment and/or Proof of Out-of-Pocket Costs for any of the claimed purchases and, if so, the number of purchases for which the Settlement Class Member is submitting Proof of Treatment only, the number of Covered Products for which the Class Member is submitting both Proof of Treatment and Proof of Out-of-Pocket Costs; and
- (f) That each Settlement Class Member understands that he/she is responsible for any and all liens, as provided in Paragraph 4.10 of this Agreement, and agrees, as a condition for payment of any Settlement Benefit under this Agreement, to indemnify and defend Defendant against any and all claims arising from any failure to satisfy any lien asserted against said payment.

4.7 **Determination and Processing of Claims.** The Claim Administrator shall be responsible for processing Claim Forms and reviewing and determining the validity of all submitted claims in accordance with this Agreement. Absent a showing of good cause as determined by the Claim Administrator (subject to the Parties' audit and challenge rights below), the Claim Administrator shall reject any Claim that does not comply in any material respect with the instructions on the Claim Form or with the terms of Paragraph 4.6, that is submitted after the Claims Deadline, or that the Claim Administrator identifies as duplicative or fraudulent. The Claim Administrator will use adequate and customary procedures and standards to prevent the payment of duplicative or fraudulent claims and to pay only Valid Claims. The Claim Administrator and Parties shall have the right to audit claims, and the Claim

Administrator may request additional information from persons who submit Claim Forms to provide reasonable bases for the Class Administrator to monitor for and detect fraud. Such additional information may include, for example, pharmacies and locations (city and state) at which the claimed purchases were made. If any fraud is detected or reasonably suspected, the Claim Administrator and Parties can require further information from the Settlement Class Member (including by cross-examination) or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court. The Claim Administrator shall retain sole discretion in accepting or rejecting claims. If the Claim Administrator rejects a claim, the Claim Administrator shall advise the Settlement Class Member of the general reason for the denial using a list to be agreed upon by the Parties, and the Class Member shall have 10 days to cure any defect in their submission, except that no such notice or right to cure shall be provided with respect to Claim Forms submitted in violation of Paragraph 4.6.1. The Claims Administrator's decision as to the validity of claims shall be final and binding, except that Class Counsel and Defendant shall retain the right to audit claims and to challenge the Claim Administrator's decision by their mutual agreement or by motion to the Court. Class Counsels' or Defendant's choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its audit and other rights under this Agreement. No Person shall have any claim against Named Plaintiffs, Defendant, Class Counsel, Defendant's counsel, or the Claim Administrator based on any determination of a Valid Claim, distributions or awards made in accordance with this Agreement and the Exhibits hereto. Neither Named Plaintiffs nor Defendant, nor their counsel, shall have any liability whatsoever for any act or omission of the Claim Administrator.

**4.8 Payment of Valid Claims.** Valid Claims shall be paid by check or an electronic deposit through an appropriate electronic payment platform as determined in consultation with the Claim Administrator to the Settlement Class Member within sixty (60) days after the Effective Date. All settlement checks shall be void and no longer negotiable ninety (90) days after the date the check was issued. If a settlement check is not negotiated, the Settlement Class Member shall not be entitled to any further payment under this Agreement. If the check is returned as undeliverable, the Claim Administrator shall send an email to the Settlement Class Member, if an email address was provided with the claim, to attempt to obtain a better address, and if obtained, shall mail the check to the new address, but the re-mailing of any check will not extend the 90-day period after which the check will become void. The return or failure to cash checks shall have no effect on a Settlement Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect. Funds from uncashed checks shall be paid to the unclaimed property fund for the state in which the Settlement Class member is located, according to the last address known to the Claim Administrator.

**4.9 Taxes on Settlement Benefit.** No deductions for taxes will be taken from any Settlement Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Settlement Benefits. All Settlement Benefit payments shall be deemed to be paid solely in the year in which such payments are actually issued. Counsel and the Parties do not purport to provide legal advice on tax matters to each other or Settlement

Class Members. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any Person or business for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

**4.10 Liens on Settlement Benefit.** Settlement Class Members shall be solely and fully responsible and liable for any and all liens asserted by Government Healthcare Programs, Third-Party Payors or any other Person or entity against any Settlement Benefit Payments received pursuant to the Settlement. Defendant shall have no liability for any such liens and, as a condition for receiving payment of a Settlement Benefit, each Settlement Class Member will agree to fully indemnify and defend Defendant from and against any claims arising out of failure to satisfy any such liens.

**4.11 Retention of Payment Records.** The Claim Administrator shall retain all records relating to payment of claims under the Agreement for a period of five (5) years from the Effective Date. Those records shall be maintained as "Attorneys' Eyes Only" information under the terms of the Discovery Confidentiality Order entered in the Consolidated Action and shall not be used for any purpose other than the administration of the Settlement and payment of Settlement Benefits.

**4.12 Limitation of Liability.** Defendant, the Released Parties, and Defendant's counsel shall have no responsibility for or liability with respect to: (i) any act, omission, or determination by the Settlement Administrator, or their respective designees or agents in connection with the administration of the Settlement Fund; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of payments from the Settlement Fund to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) any losses suffered by, or fluctuations in value of, the Settlement Fund.

## **V. NOTICE**

**5.1 Administration of Notice Plan.** The Claim Administrator will administer the Notice Plan in accordance with this Agreement, the Court's order granting Preliminary Approval and any other order of the Court. The Claim Administrator will keep the identities and contact information of Settlement Class Members confidential (subject to the Parties' audit rights set forth in Paragraph 4.7) and shall use such information solely for purposes of administering the Settlement.

**5.2 Notice Plan.** Notice of the Settlement will be provided to the Settlement Class Members as follows:

**5.2.1 Settlement Website.** Prior to the Notice Date, the Claim Administrator shall establish the Settlement Website, which shall contain: the Notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions (to be agreed upon in

form and substance between Class Counsel and Defendant); a contact information page that includes the address for the Claim Administrator and addresses and telephone numbers for Class Counsel; the Consolidated Complaint; the Agreement; the signed order of Preliminary Approval; a downloadable and online version of the “Online” Claim Form, in substantially the same form as reflected in Exhibit D; a downloadable and online version of the form by which Settlement Class Members may exclude themselves from the Settlement Class; and (when it becomes available) Plaintiffs’ application for Attorneys’ Fees and Expenses and/or an application for Service awards. The Settlement Website will include a readily accessible means for members of the Settlement Class to electronically submit a Claim Form or request for exclusion, as well as an address to which Claim Forms or requests for exclusion may be mailed. The Settlement Website will be live on the Notice Date. The Settlement Website shall remain accessible until one hundred eighty (180) days after all Settlement Benefits are distributed, except that it will not allow online submission of Claim Forms after the Claim Filing Deadline or online submission of requests for exclusion after the Exclusion Deadline.

- 5.2.2 Toll-Free Number. The Claim Administrator will establish a toll-free telephone number where members of the Settlement Class can request a copy of the Detailed Notice, the Claim Form, and other materials referenced in Paragraph 5.2.1.
- 5.2.3 Email Notice. The Claim Administrator will send an email to each Settlement Class Member for whom a valid email address is reflected in data that has been produced from Defendant’s patient assistance program, consisting of the content of the Short-Form Notice, and in a form to be mutually agreed upon between the Parties in advance of the Notice Date.
- 5.2.4 Mailing Notice. The Claim Administrator will mail a copy of the Short-Form Notice to each Settlement Class Member for whom a mailing address but no email address is reflected in the data that has been produced from Defendant’s patient assistance program, together with a copy of the appropriate Claim Form and a reply mail envelope, the form of which shall be mutually agreed upon between the Parties in advance of the Notice Date. For purposes of this Paragraph, the Claim Administrator will: (a) mail a copy of the “Group 1” Claim Form, in substantially the same form as reflected in Exhibit D, to each such Settlement Class Member for whom the data that has been produced from Defendant’s patient assistance program reflects a potential out-of-pocket payment for Makena; and (b) mail a copy of the “Group 2” Claim Form, in substantially the same form as reflected in Exhibit D, to each such Settlement Class Member for whom the data does not reflect any payment information. In addition, the Parties will discuss with the Claim Administrator the necessity of sending Mailing Notices to Settlement Class Members for whom email addresses are available. All Mailing Notices returned by the U.S. Postal Service with a

forwarding address will be re-mailed to that address.

5.2.5 **Internet/Social Media Advertising Campaign.** The Claim Administrator shall design and implement a media campaign using internet and social media advertising, the form and substance of which shall be mutually agreed upon by the Parties in advance of the Notice Date, but which will, at a minimum, include a link to the Settlement Website.

5.3 **Supervision of Claim Administrator.** The Parties shall supervise the Claim Administrator in the performance of the notice functions set forth in this Section V.

5.4 **CAFA Notice.** The Claim Administrator, at the direction of Defendant's counsel, shall comply with the notice requirements of 28 U.S.C. § 1715, within the timelines specified by 28 U.S.C. § 1715(b). The costs of such notice shall be considered Notice and Administration Costs and shall be paid from the Initial Notice and Administration Costs Payment.

5.5 **Certification.** Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, the Claim Administrator shall certify to the Court that it has complied with the notice requirements set forth herein.

## VI. OBJECTION AND EXCLUSION

6.1. **Rights to Objection and Exclusion.** The Notice shall advise prospective Settlement Class Members of their rights to forego the benefits of this Settlement and pursue an individual claim, object to this Settlement individually or through counsel and appear at the final approval hearing.

6.2. **Procedures for 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 the Objection Deadline. Each objection must include: (i) a caption or title that clearly identifies the proceeding and that the document is an objection, (ii) information sufficient to identify and contact the objector or his or her attorney if represented, (iii) information sufficient to establish the objector's standing as a Settlement Class Member, (iv) a clear and concise statement of the objector's objection, as well as any facts and law supporting the objection, (v) the objector's signature, and (vi) the signature of the objector's counsel, if any (an attorney's signature alone shall not be deemed sufficient to satisfy this requirement). 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.

6.3. **Procedures for Exclusion.** If any Settlement Class Member wishes to be excluded from this Settlement, the Settlement Class Member may do so by completing the online exclusion form at the Settlement Website; downloading and submitting to the Claim Administrator a completed exclusion form; or submitting a valid request to exclude themselves,

as described in the Notice, to the Claim Administrator. Requests to exclude must be postmarked or submitted online by the Exclusion Deadline or they shall not be valid. For exclusion requests that are submitted online, the Class Member shall have the opportunity to print a page immediately after submission showing the information entered and the date and time the request for exclusion was submitted. Settlement Class Members who elect to exclude themselves from this Settlement shall not be permitted to object to this Settlement or to intervene. Settlement Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion.

6.4. **Timeliness.** The proposed Preliminary Approval Order will provide, and the Notice will clearly state, that any Settlement Class Members wishing to object or exclude themselves who fail to properly or timely file or serve any of the requested information and/or documents will be precluded from doing so.

6.5. **Notice of Exclusions.** Not later than ten (10) days after the Exclusion Deadline, the Claims Administrator shall provide to Class Counsel and Counsel for Defendant a complete list of the names of the persons who have excluded themselves from the Settlement Class in a valid and timely manner with copies of the exclusion requests. Class Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves prior to the hearing on Final Approval and in accordance with the Court's regular notice requirements.

6.6. **Effect of Both Submitting a Claim and Requesting Exclusion.** If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected. A Settlement Class Member who objects to the Settlement may also submit a Claim Form on or before the Claim Filing Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Settlement Class Member has also submitted an objection.

6.7. **Effect of Both Requesting Exclusion and Objecting.** If a Settlement Class Member both submits a timely and valid request for exclusion and timely files an Objection, the Settlement Class Member will be deemed to have opted out of the Settlement, and thus to be ineligible to object. However, any objecting Settlement Class Member who has not timely submitted a completed request for exclusion will be bound by the terms of the Agreement upon the Court's Final Approval of the Settlement.

## **VII. ATTORNEYS' FEES AND EXPENSE PAYMENT AND CLASS REPRESENTATIVE SERVICE AWARDS**

7.1 **Attorneys' Fees and Expense Payment.** Prior to the initially scheduled hearing on Final Approval and in accordance with the Court's regular notice requirements, 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. Any such award shall be paid from the Settlement Fund, and in no event shall Defendant be liable for any attorneys' fees or expenses in excess of that amount.

7.2 **Service Awards.** Prior to the initially scheduled hearing on Final Approval and in accordance with the Court's regular notice requirements, the 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.

7.3 **Payment.** Any Attorneys' Fees and Expense Payment and Service Awards awarded by the Court shall be paid from the Settlement Fund. The Attorneys' Fees and Expense Payment and Service Awards shall be paid to Class Counsel out of the Settlement Fund within three (3) business days after funding as described in Paragraph 4.2, subject to Class Counsel providing all payment routing information and tax ID numbers, in accordance with wire instructions to be provided by Class Counsel. In no event shall Defendant be obligated to pay to Named Plaintiffs, Class Counsel or the Settlement Class any amount beyond the Settlement Fund.

7.4 **No Modification of Agreement.** Class Counsel and the Class Representatives agree that the denial, downward modification, failure to grant the request for Attorneys' Fees and Expense Payment or Service Awards, or the reversal or modification on appeal of any such payment or awards, shall not constitute grounds to modify or terminate this Agreement.

7.5 **Defendant's Fees and Expenses.** Defendant shall be responsible for paying its own attorneys' fees and expenses.

## **VIII. RELEASES, WARRANTIES AND COVENANTS NOT TO SUE**

8.1 **Release.** As of the Effective Date, the Settlement Class Members, and any all of their respective heirs, executors, administrators, representatives, agents, partners, successors and assigns, and any other person or entity acting on their behalf (the "Releasing Parties") hereby fully and irrevocably release and forever discharge the Released Parties from, and shall be forever barred from instituting, maintaining, or prosecuting, 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"). Provided, however, that the Released Claims exclude claims for personal and/or bodily injury. The Released Claims 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.

8.2 **Unknown Claims.** In consideration for this Agreement and the consideration and mutual covenants set forth herein, Named Plaintiffs and the Settlement Class Members acknowledge that the release herein includes potential claims and costs that may not be known or suspected to exist, and that Named Plaintiffs and the Settlement Class Members hereby agree

that all rights under California Civil Code section 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code section 1542 states as follows:

**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.**

8.3 **Covenant Not to Sue.** Named Plaintiffs and the Settlement Class Members covenant and agree: (a) not to assert any of the Released Claims in any action or proceeding and; and (b) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties. The Parties agree that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

8.4 **Action to Enforce Settlement.** None of the foregoing releases or covenants shall be read to prohibit a cause of action to enforce the terms of the Settlement.

## **IX. DENIAL OF LIABILITY; PROHIBITION OF USE**

9.1 **Denial of Liability.** Defendant vigorously denies all of the material allegations in the Litigation. Defendant enters into this Agreement without in any way admitting or acknowledging any fault, liability, or wrongdoing of any kind. Defendant further denies the truth of any of the claims asserted in the Litigation, including any allegations that Named Plaintiffs or any member of the Settlement Class has been harmed by any conduct by Defendant, whether as alleged in the Litigation or otherwise. Defendant is settling this matter solely to avoid the risk, burden, and expense of continued litigation.

9.2 **Admissibility of Agreement.** To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by Defendant, or to establish the truth of any of the claims or allegations asserted in the Litigation. The Agreement may be pleaded or invoked as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted for the Released Claims.

## **X. ADDITIONAL PROVISIONS**

10.1 **Cooperation of the Parties.** Subject to the limitations expressed herein, the Parties' counsel shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement and Settlement as promptly as practicable, to take all steps contemplated by this Agreement to effectuate the Settlement on the stated terms and conditions, to cooperate in

addressing any objections, and to obtain Final Approval of this Agreement. The Parties shall not encourage anyone directly or indirectly to opt out or object. The Class Representatives shall not opt out or object. If the Court requires changes to the Agreement as a prerequisite to Preliminary Approval or Final Approval, the Parties shall negotiate in good faith regarding such changes.

**10.2 Press Releases.** To avoid contradictory, incomplete, or confusing information about the Settlement during the Claim Period, the Parties agree that if they make any written press releases or affirmative statements to the media about the Settlement before the conclusion of the Claim Period, such releases or statements will be approved by all Parties in advance. Defendant may, however, in its sole discretion and at any time, make responsive statements in response to any media or other public or private inquiry to make clear that Defendant denies any and all wrongdoing, liability or allegations asserted in the Litigation and is entering into the Settlement solely to avoid the uncertainty and expense of litigation. In addition, Defendant may, in its sole discretion and at any time, make responsive statements in response to any customer or other private inquiry to correct any inaccuracies about the terms or conditions of the Settlement. The Parties otherwise agree that before the entry of the Order Granting Final Approval, if any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement, unless a response is agreed on by all Parties, no information will be provided in response to such inquiries, except to the extent expressly permitted by the preceding sentences. For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law or any securities exchange regulation. Additionally, nothing in this Agreement prevents Defendant from making affirmative or responsive public statements denying any allegations asserted in the Litigation.

**10.3 Modification of Time Periods.** The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defendant's Counsel, without notice to Settlement Class Members, except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website.

**10.4 Right to Terminate.** Except for changes to the time periods as set forth in the Paragraph 10.3 and any non-substantive changes to the Notice, Short-Form Notice or Claim Form that may be ordered by the Court or agreed upon between counsel for the Parties in writing, all other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein shall be deemed material to the Parties' agreement, and in the event any such other term is altered or amended by the Court (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon prompt written notice to the other Party (in no event later than fourteen (14) days after the terminating Party learns of the event that gives right to the right to terminate, unless agreed upon in writing between Class Counsel and Defendant). In addition, if five percent (5%) or more of the members of the Settlement Class validly and timely exclude themselves from the Settlement, then Defendant shall have the option to terminate this Agreement. If Defendant exercises this option, it shall provide Class Counsel with written notice of its election within fourteen (14) days of receiving the exclusion list from the Settlement Administrator, as contemplated under Paragraph 6.5, at which

point the Parties shall return to their respective positions that existed prior to the execution of this Agreement.

**10.5 Return of Funds Upon Termination.** In the event of a termination under Paragraph 10.4 of this Agreement, or if for any reason the Judgment does not become final or the Effective Date fails to occur, the Claim Administrator shall return any remaining portion of the Initial Notice and Administration Costs Payment, and any and all monies remaining in the Settlement Fund, to Defendant within fourteen (14) days of receiving notice of the termination. Additionally, in the event Plaintiffs unilaterally elect to terminate this Agreement under Paragraph 10.5, Class Counsel shall reimburse Defendant for one hundred percent (100%) of any portion of the Initial Notice and Administration Costs Payment that has been applied to pay Notice and Administration Costs as of the termination. In the event the Parties mutually agree to terminate this Agreement, or if the Judgment does not become final for any reason other than a unilateral termination by Defendant, Class Counsel shall reimburse Defendant for fifty percent (50%) of any portion of the Initial Notice and Administration Costs Payment that has been applied to pay Notice and Administration Costs as of the termination. In the event Defendant unilaterally terminates the Agreement, Defendant will remain responsible for any Notice and Administration Costs incurred as of the termination.

**10.6 Computation of Time.** All time periods set forth herein shall be computed in calendar days unless otherwise specified. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

**10.7 No Assignment of Claims.** The Settlement Class Members will be deemed by operation of the Order Granting Final Approval to represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, cause of action, or rights herein released and discharged.

**10.8 Governing Law.** This Agreement is intended to and shall be governed by the laws of the State of New Jersey, without regard to conflicts of law principles.

**10.9 Integration.** The terms and conditions set forth in this Agreement (including all exhibits) constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement (including exhibits) constitutes the complete and exclusive statement of its terms as between the Parties hereto, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Agreement.

**10.10 Modification.** Except as otherwise provided herein, any amendment or modification of the Agreement must be in writing signed by each of the Parties and their counsel.

**10.11 Construction.** The determination of the terms of, and the drafting of, this

Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. The presumption found in California Civil Code section 1654, and any comparable statutes, that uncertainties in a contract are interpreted against the party causing an uncertainty to exist is hereby waived by all Parties.

**10.12 Headings and Captions.** Headings, captions and section numbers herein are inserted merely for the reader's convenience, and in no way define, limit, construe, or otherwise describe the scope or intent of the provisions of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings, captions and section numbers shall be disregarded.

**10.13 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the Parties hereto.

**10.14 No Waiver.** The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

**10.15 Legal Fees and Costs.** Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

**10.16 Warranty of Signatures.** Each person executing this Agreement in a representative capacity represents and warrants that they are empowered to do so.

**10.17 Counterparts.** The Parties may execute this Agreement in counterparts and/or by fax or electronic mail, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

**10.18 Continuing Jurisdiction.** The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement. All Parties hereto submit to the jurisdiction of the Court for these purposes.

**10.19 No Exclusion of Named Plaintiffs.** Named Plaintiffs hereby agree not to request to seek to exclude themselves from the Settlement Class. Any such request shall be void and of no force or effect.

**10.20 Voluntary Execution and Representation by Counsel.** This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing.

**10.21 Notices.** All notices to the Parties or counsel required by this Agreement shall be made in writing and (i) delivered personally or by registered or certified mail, postage prepaid,

to the appropriate address(es) set forth immediately below, or to other contact points as the Parties may identify by notice given in accordance with this Paragraph; and also (ii) transmitted by email to the appropriate email address(es) set forth below:

If to Named Plaintiffs or Class Counsel:

Laura C. Fellows  
**PAUL LLP**  
601 Walnut Street, Suite 300  
Kansas City, Missouri 64106  
Telephone: (816) 984-8100  
Laura@PaulLLP.com

If to Defendant:

Lauren S. Colton  
Marc A. Marinaccio  
HOGAN LOVELLS US LLP  
100 International Drive  
Suite 2000  
Baltimore, MD 21202  
Telephone: (410) 659-2733  
Email: lauren.colton@hoganlovells.com  
Email: marc.marinaccio@hoganlovells.com

*[Signatures on next page]*

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

***The Named Plaintiffs:***

04/30/2025  
Dated: \_\_\_\_\_



Rachel Maher  
*Plaintiff and Class Representative*

04/30/2025  
Dated: \_\_\_\_\_



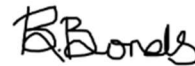
Marina Gomez  
*Plaintiff and Class Representative*

04/30/2025  
Dated: \_\_\_\_\_



Rebecca Torres  
*Plaintiff and Class Representative*

04/30/2025  
Dated: \_\_\_\_\_



Brittany Bonds  
*Plaintiff and Class Representative*

04/30/2025  
Dated: \_\_\_\_\_




Teresa Faughnan  
*Plaintiff and Class Representative*

04/30/2025  
Dated: \_\_\_\_\_



Ebony Odommorris  
*Plaintiff and Class Representative*

4/30/2025  
Dated: 4/30/2025

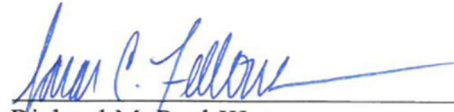
  
Molly O'Hara

Molly O'Hara  
*Plaintiff and Class Representative*

05/01/2025  
Dated: 05/01/2025



Brandy Silas  
*Plaintiff and Class Representative*

***Approved as to Form:***Dated: April 30, 2025

Richard M. Paul III

Laura C. Fellows

**PAUL LLP**

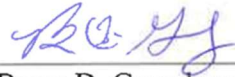
601 Walnut Street, Suite 300

Kansas City, Missouri 64106

Telephone: (816) 984-8100

Rick@PaulLLP.com

Laura@PaulLLP.com

Dated: 4/30/2025

Bruce D. Greenberg

**LITE DEPALMA GREENBERG &  
AFANADOR, LLC**

570 Broad Street, Suite 1201

Newark, New Jersey 07102

Telephone: (973) 877-3820

bgreenberg@litedepalma.com

Dated: 4/30/2025

Stuart Talley

**KERSHAW TALLEY BARLOW PC**

401 Watt Avenue

Sacramento, California 95864

Telephone: (916) 779-7000

stuart@kctllegal.com

***Defendant:***

Dated: 5/7/2025 | 1:39 AM PDT

**AMAG PHARMACEUTICALS, INC.**

DocuSigned by:

A handwritten signature in black ink that reads "Ronald Scarboro".

424336AD96394F4...

Ronald Scarboro

AMAG Pharmaceuticals, Inc.

***Approved as to Form:***

Dated: 5/7/2025

A handwritten signature in blue ink that appears to read "Lauren".

Lauren S. Colton

**HOGAN LOVELLS US LLP**

100 International Drive, Suite 2000

Baltimore, MD 21202

Telephone: (410) 659-2700

Email: lauren.colton@hoganlovells.com

*Counsel for Defendant*

**LIST OF EXHIBITS**

Exhibit A: Proposed Preliminary Approval Order

Exhibit B: Notice

Exhibit C: Short-Form Notice

Exhibit D: Claim Form

# **EXHIBIT A**

**EXHIBIT A: PROPOSED PRELIMINARY APPROVAL ORDER**

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

<hr/>	:	
RACHAEL MAHER, JASMIN AMARO,	:	Civil Action No.
MARINA GOMEZ, REBECCA TORRES,	:	2:20-CV-00152-JXN-JBC
GLORIA URIBE, CAROLYN GILL, MARY	:	
JO BARNES, BRITTANY BONDS,	:	
TERESA FAUGHNAN, LUZ VARGAS,	:	
EBONY ODOMMORRIS, JENNIFER	:	
MALTESE, and LISA BRADY, individually	:	
and on behalf of others similarly situated,	:	
	:	
Plaintiffs,	:	
v.	:	
	:	
AMAG PHARMACEUTICALS, INC.,	:	
	:	
Defendant.	:	
<hr/>	:	

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT, CERTIFYING A SETTLEMENT CLASS FOR SETTLEMENT  
PURPOSES, APPROVING THE PARTIES' PROPOSED NOTICE PROGRAM,  
SETTING A FINAL APPROVAL HEARING DATE, AND GRANTING RELATED  
RELIEF**

WHEREAS, Plaintiffs Rachel Maher, Marina Gomez, Rebecca Torres, Brittany Bonds, Teresa Faughnan, Ebony Odommorris Molly O'Hara and Brandy Silas (collectively, Plaintiffs) have filed lawsuits against Defendant AMAG Pharmaceuticals, Inc. ("AMAG"), on behalf of themselves and all others similarly situated, 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.

WHEREAS, by Orders dated March 19 and 27, 2020, and March 28, 2024 (ECF Nos. 9, 11, 110), each of the Plaintiffs' lawsuits was consolidated in the above-captioned action.

WHEREAS, on or about May 1, 2025, Plaintiffs and AMAG entered into a Class Action

**EXHIBIT A: PROPOSED PRELIMINARY APPROVAL ORDER**

Settlement Agreement and Release (the “Settlement Agreement”), a copy of which is attached as **Exhibit 1** to the Joint Declaration of Bruce D. Greenberg, Richard M. Paul III, Laura C. Fellows, and Stuart Talley (the “Joint Decl.”) in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of the Settlement Agreement, filed on May 2, 2025, which sets forth the terms and conditions of the Settlement;

WHEREAS, Plaintiffs have moved the Court for an order preliminarily approving the proposed Settlement pursuant to Federal Rule of Civil Procedure 23 and approving Notice to the Settlement Class as more fully described herein;

WHEREAS, AMAG does not contest certification of the Settlement Class solely for purposes of the Settlement; and

WHEREAS, the Court is familiar with and has reviewed the record and has reviewed the Settlement Agreement and its exhibits, Plaintiffs’ Memorandum of Law in Support of their Unopposed Motion for Preliminary Approval, and the supporting Joint Declaration, and exhibits thereto, and finds good cause for entering the following Order.

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreement.

**Preliminary Certification of the Settlement Class for Settlement Purposes**

2. Under Federal Rule of Civil Procedure 23(b)(3), the Settlement Class, defined as follows, is preliminarily certified for the purpose of settlement only:

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 (the “Class Period”).

3. The Settlement Class excludes:

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(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 Section VI of the Settlement Agreement.

4. The Court preliminarily finds, for the purpose of settlement only, that the Settlement Class meets all the prerequisites of Federal Rule of Civil Procedure 23 for class certification, including numerosity, commonality, typicality, predominance of common issues, superiority, and that Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

5. Plaintiffs Rachel Maher, Marina Gomez, Rebecca Torres, Brittany Bonds, Teresa Faughnan, Ebony Odommorris, Molly O'Hara and Brandy Silas are hereby appointed as Class Representatives of the Settlement Class.

6. Richard M. Paul III, Laura C. Fellows, Bruce D. Greenberg, and Stuart Talley are hereby appointed as Class Counsel for the Settlement Class.

7. The Settlement Class, if certified in connection with final approval, shall be for settlement purposes only and without prejudice to the parties in the event the Settlement is not finally approved by this Court or otherwise does not take effect.

**Preliminary Approval of the Settlement**

8. The Court has scrutinized the Settlement Agreement carefully. It preliminarily finds that the Settlement is the product of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through early discovery under Fed. R. Evid. 408, additional discovery under Fed. R. Civ. P. 26, and extensive settlement discussions before Hon. Freda L. Wolfson (Ret. Chief U.S.D.J.). The Court also preliminarily finds that the Settlement is within the range of possible

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approval because it compares favorably with the expected recovery balanced against the risks of continued litigation, does not grant preferential treatment to the Named Plaintiffs or Class Counsel, and has no obvious deficiencies.

9. The Court hereby preliminarily approves the Settlement, as memorialized in the Settlement Agreement, as fair, reasonable, and adequate, and in the best interest of the Plaintiffs and the other Settlement Class Members, subject to further consideration at the Final Approval Hearing to be conducted as described below.

10. The Court hereby stays this Action pending final approval of the Settlement, and enjoins, pending final approval of the Settlement, any actions brought by the named Plaintiffs concerning a Released Claim.

**Manner and Form of Notice**

11. The Court approves the Notice substantially in the form attached as Exhibit B to the Settlement Agreement, the Short Form Notice substantially in the form attached as Exhibit C to the Settlement Agreement and the Claim Forms substantially in the form attached as Exhibit D to the Settlement Agreement. The Notice is reasonably drafted, under the circumstances, to apprise the Settlement Class of the pendency of this litigation; the effects of the proposed Settlement on their rights (including the Released Claims contained therein); Class Counsel's upcoming motion for attorneys' fees, expenses, and service awards; of their right to submit a Claim Form; of their right to exclude themselves; and of their right to object to any aspect of the proposed Settlement. The date and time of the Final Approval Hearing shall be included in the Notice before it is disseminated.

12. The Court also finds that the proposed Notice Plan, which includes dissemination of Notice via (i) Email (if known) (ii) U.S. mail (if known, for class members for whom email

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addresses are not available or for whom email notice has been undeliverable), (iii) an internet/social media advertising campaign, (iv) the Settlement Website, and (v) a toll-free telephone number, will provide the best notice practicable under the circumstances. The Notice and Notice Plan provide due, adequate, and sufficient notice to the Settlement Class, and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable law and rules.

13. The Court appoints Angeion Group to serve as the Claim Administrator to supervise and administer the Notice Plan, establish and operate a Settlement Website, administer the Claims process, including the determination of valid claims, distribute the Class Benefit to Settlement Class Members according to the criteria set forth in the Settlement Agreement, and perform any other duties of the Claim Administrator provided for in the Settlement Agreement.

14. Class Counsel shall provide the Claim Administrator with the names, e-mail addresses and the mailing addresses of the potential Settlement Class Members, to the extent such information is available, for the purpose of disseminating the Notice.

15. The Claim Administrator shall provide Notice of the Settlement and Final Approval Hearing to the potential Settlement Class Members as follows:

a. Within thirty (30) days following the entry of this Order, the Claim Administrator will establish the Settlement Website pursuant to the terms of the Settlement Agreement. The Settlement Website will have a Claim Form submission capability, contain the operative Consolidated Complaint, Preliminary Approval Motion and Order, the Notices substantially in the form of Exhibits B and C to the Settlement Agreement, the Settlement Agreement, Class Counsel's and Plaintiffs' application for attorneys' fees, costs, and service awards (once filed), Plaintiffs' Motion for Final Approval (once filed), answers to a set of

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frequently asked questions, information on how to object or request exclusion (and the ability to opt out online), and other information regarding the Court approval process as agreed to by the Parties.

b. Within thirty (30) days following entry of this Order, the Claim Administrator will disseminate an email to each member of the Settlement Class for whom Class Counsel has an email address substantially in the form of Exhibit C to the Settlement Agreement.

c. Within thirty (30) days following entry of this Order, the Claim Administrator will mail a form of notice to each member of the Settlement Class (a) for whom Class Counsel has a valid mailing address but not a valid email address, or (b) for whom the email notice referenced above is returned as undeliverable, substantially in the form of Exhibit C to the Settlement Agreement.

d. Within thirty (30) days following entry of this Order, the Claim Administrator will establish a toll-free telephone number where members of the Settlement Class can request a copy of the Notice, Claim Form, and other case documents.

e. Within thirty (30) days following entry of this Order, the Claim Administrator will implement a media campaign using internet and social media advertising, as described in the Settlement Agreement, the form and substance of which shall be mutually agreed upon between the Parties in advance of the Notice Date. The campaign will continue for at least ninety (90) days and will provide a link to the Settlement Website and contact information for the Claim Administrator.

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**The Final Approval Hearing**

16. The Court will hold a Final Approval Hearing on \_\_\_\_\_ at [TIME] in Courtroom 5D of the United States District Court, District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101 for the following purposes: (i) to determine whether the Settlement should be approved as fair, reasonable, and adequate and in the best interests of Settlement Class Members; (ii) to rule upon Class Counsel's application for an award of attorneys' fees and expenses; (iii) to rule upon Class Counsel's application for service awards for the Class Representatives; and (iv) to consider any other matters that may properly be brought before the Court in connection with the Settlement.

17. The Court may adjourn the Final Approval Hearing or decide to hold the Final Approval Hearing telephonically or via other means without further notice to the Settlement Class, and may approve the proposed Settlement without further notice to the Settlement Class.

18. Class Counsel's application for an award of attorneys' fees and expenses, and Class Counsel's application for service awards, will be decided in an order separate from the order that addresses the fairness, reasonableness, and adequacy of the Settlement.

19. If the Settlement is approved, Settlement Class Members (i.e., those who have not excluded themselves from the Settlement) will be bound by the Release provided for in the Settlement Agreement, and by any judgment or determination of the Court affecting Settlement Class Members. All Settlement Class Members shall be bound by all determinations and judgment in this Action concerning the Settlement, whether favorable or unfavorable to the Settlement Class.

20. Any Settlement Class Member who intends to object to the Settlement must file with the Court a written statement that includes: (i) a caption or title that identifies it as

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“Objection to Class Settlement in *Maier v. AMAG Pharmaceuticals, Inc.*, Case No. 2:20-cv-00152-JXN-JBC”; (ii) the objector’s name and information sufficient to identify and contact the objector or his or her attorney if represented, and information sufficient to identify (1) the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, (2) the caption of each case in which the objector has made such objection, and (3) attach any orders concerning a ruling on the objector’s prior such objections that were issued by the trial and/or appellate courts in each listed case; (iii) information sufficient to establish the objector’s standing as a Settlement Class Member; (iv) a clear and concise statement of the objector’s objection, as well as any facts and law supporting the objection; (v) the objector’s signature; and (vi) the signature of the objector’s counsel, if any (an attorney’s signature alone shall not be deemed sufficient to satisfy this requirement). Any objector who wishes to speak at the Final Approval Hearing must indicate as such in the written statement of objection, and must identify any attorney who will speak and provide (1) a list of cases in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding five years, and (2) a copy of any orders concerning a ruling on counsel’s or the firm’s prior objections that were issued by the trial and/or appellate courts in each listed case. To be timely, the objection must (a) be electronically filed via the Court’s ECF system or delivered to the Clerk of the Court by mail, express mail, or personal delivery, and (b) be filed or received by the Clerk by the Objection deadline, which shall be ninety (90) days after the Notice Date.

21. Any Settlement Class Member who fails to timely file with the Court a written objection in accordance with the terms of the Settlement Agreement and as detailed in the Notice shall waive and forfeit any and all rights they or their counsel may have to object, appear, present

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witness testimony, and/or submit evidence; shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing, by the Settlement Class Member or by counsel; shall be precluded from seeking review of the Settlement Agreement by appeal or other means; and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action.

**Exclusion from the Settlement Class**

22. Members of the Settlement Class who choose to opt out must submit a written request for exclusion either via the Settlement Website or by U.S. mail to the Claim Administrator, which must be electronically submitted or postmarked no later than ninety (90) days following the Notice Date. The deadline shall be set forth in the Notice and on the Settlement Website.

23. Any member of the Settlement Class who does not submit a request to opt out in accordance with the deadlines and other requirements will be bound by the Settlement absent a court order to the contrary.

24. The Claim Administrator shall also provide a final report to Class Counsel and AMAG, no later than ten (10) days after the deadline for submitting written requests for exclusion, that summarizes the number of opt-out requests received to date, and other pertinent information. Class Counsel shall include the information, as appropriate, with their final approval papers.

**Termination of the Settlement**

25. If the Settlement fails to become effective in accordance with its terms, or if judgment is not entered or is reversed, vacated, or materially modified on appeal (and, in the event of material modification, if either Party elects to terminate the Settlement), this Order shall

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be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement Agreement, survive termination), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement.

**The Use of this Order**

26. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission, or evidence, or be deemed to create any inference against any Party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of AMAG to the Class Representatives, the Settlement Class, or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this Action; (iv) that AMAG agrees that a litigation class is proper in this Action or any other proceeding; (v) of any damages or lack of damages suffered by the Class Representatives, the Settlement Class, or anyone else; or (vi) that any benefits obtained by Settlement Class Members pursuant to the Settlement Agreement or any other amount represents the amount that could or would have been recovered in this Litigation against AMAG if it were not settled at this point in time.

27. The fact and terms of this Order and the Settlement, and all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement, including but not limited to, the release of the Released Claims provided for in the Settlement Agreement, shall not be offered or received in evidence or used for any other purpose in this or any other

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proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement or as a defense to any released claim.

28. The Court retains exclusive jurisdiction over this Action to consider all further matters arising out of or connected with the Settlement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Julien Xavier Neals, U.S.D.J.

# **EXHIBIT B**

**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 *Maier 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 [INSERT PRELIMINARY APPROVAL DATE] (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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b> <b>DEADLINE: DATE</b>	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b> <b>DEADLINE: DATE</b>	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.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b> <b>DEADLINE: DATE</b>	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.

**EXHIBIT B: NOTICE**

<b>GO TO THE FINAL APPROVAL HEARING</b> <b>DATE</b>	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. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	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 ***Maier v. AMAG Pharmaceuticals, Inc., Case No. 2:20-cv-00152-JXN-JBC (D.N.J.)***. The individuals who filed this lawsuit, **Rachel Maier, Marina Gomez, Rebecca Torres, Brittany Bonds, Teresa Faughnan, Ebony Odommoris, 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: *Maier 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, [ADDRESS]; or email: **EMAIL ADDRESS**.

### 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

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 (“Releasing 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: **WEBSITE**.

## HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

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

You must complete and submit a Claim Form by **DATE**. Claim Forms may be submitted online at **WEBSITE** 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 **1-888-888-8888** or by writing to the Claim Administrator via mail: Makena Claim Administrator, **[ADDRESS]**; or email: **EMAIL ADDRESS**.

### 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 **[date]** at **[time]**, 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 **[website]**. 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 **WEBSITE** 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 **WEBSITE** or call toll-free **1-888-888-8888**

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 **WEBSITE** no later than **DEADLINE**. 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 **DATE** to: **Makena Claim Administrator, Attn: Exclusion Requests, [ADDRESS]**. 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 **the**

**Objection Deadline.**

**COURT ADDRESS**

**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 **DATE** at **TIME** in Courtroom **X** of the United States District Court for the District of New Jersey, located at **ADDRESS**, 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?**

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

Makena Claim Administrator

Questions? Visit **WEBSITE** or call toll-free **1-888-888-8888**

[ADDRESS]

Email: EMAIL ADDRESS

Toll-Free: 1-XXX-XXX-XXXX

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

Questions? Visit WEBSITE or call toll-free 1-888-888-8888

# **EXHIBIT C**

**EXHIBIT C: SHORT FORM NOTICE****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.***

- 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 *Maier 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.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

**Why did I receive this Notice?** 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 Litigation, 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 *Maier v. AMAG Pharmaceuticals, Inc.*, Case No. 2:20-cv-00152-JXN-JBC (D.N.J.).

***You are receiving this Notice because Makena Care Connection records indicate that you may have taken Makena.***

**Who is included in 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.

**What can I get if I qualify as a potential Settlement Class Member?** 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. Settlement Class Members who timely submit 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 (subject to potential *pro rata* adjustments, as described below). Each administration of a dose of Makena constitutes a “treatment.”
- 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 or data in the possession of Class Counsel, shall receive the full amount of out-of-pocket costs incurred for each treatment with a Covered Product during the Class Period (subject to potential *pro rata* adjustments, as described below).
- 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 or data in the possession of Class Counsel, shall receive [\$22] for each treatment with a Covered Product during 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).
- 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 or data 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).

**EXHIBIT C: SHORT FORM NOTICE**

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).

**Your Options are summarized below. Visit [WEBSITE](#) for complete information about your rights and options.**

1. **Submit a Claim Form.** This is the only way to receive a payment from the Settlement. You must complete and submit a Claim Form by [DATE](#). Claim Forms may be submitted online at [WEBSITE](#) or you may submit the Claim Form that accompanies this Notice.
2. **Opt Out:** 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. In order to validly be excluded from the Settlement, you must submit a request to be excluded online via the Settlement Website at [WEBSITE](#) no later than [DEADLINE](#). 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 [DATE](#).
3. **Object:** 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. Settlement Class Members who wish to object to the Settlement 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 the [Objection Deadline](#).
4. **Do Nothing.** If you do nothing, you will not receive any payment and you will be bound by the terms of the Settlement Agreement, and will agree to broadly release Defendant and related parties from any and all claims alleged in or that could have been alleged in the Litigation.

**What happens next?** The Court will hold a Final Approval Hearing on [DATE at TIME](#) in Courtroom [X](#) of the United States District Court for the District of New Jersey, located at [ADDRESS](#), or via Zoom webinar, and/or by remote access as determined by the Court. 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.

*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.*

**Who represents me?** 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.

**How do I get more information?** This Notice is only a summary. For more information, please visit [WEBSITE](#) or call toll-free 1-[XXX-XXX-XXXX](#). You may also contact the Claims Administrator by email or mail.

Email: [\[EMAIL ADDRESS\]](#)

Mail: [\[ADDRESS\]](#)

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

# EXHIBIT D

**EXHIBIT D: CLAIM FORM**  
**[GROUP 1 CLAIM FORM]**

[Settlement Class Member Name]

[Street Address]

[City] [State] [Zip]

Notice ID: [Notice ID]

Confirmation Code: [Confirmation Code]

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**MAKENA CLASS ACTION CLAIM FORM**

*Maier v. AMAG Pharmaceuticals Inc.*, 2:20-cv-00152-JXN-JBC (D.N.J.)

**If mailed, this Claim Form must be postmarked no later than [date].**  
**If submitted online, it must be submitted by 11:59 p.m. ET on [date].**

By timely submitting this Claim Form, you will be included in the Settlement Class and the Class Action Settlement Agreement and Release. **If you fail to submit your Claim Form by the deadline, your claim will be rejected, and you will be deemed to have waived all rights to receive a class benefit under the Settlement.**

**CLAIM FORM INSTRUCTIONS**

**IMPORTANT: Please read the instructions below before completing this Claim Form.**

In completing this Claim Form, you may receive a payment of some or all of the amount you paid out-of-pocket for doses of Makena you were prescribed between March 8, 2019 and [INSERT PRELIMINARY APPROVAL DATE]. **Section B** will indicate whether Class Counsel has a record of your treatment and/or out-of-pocket payment(s) for Makena, or if you need to provide Proof of Treatment or Proof of Out-of-Pocket Payment.

**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 National Drug Codes: 64011-243-01; 64011-247-02; or 64011-301-03. Covered Products do *not* include any generic or compounded version of hydroxyprogesterone caproate.**

The amount you are eligible to receive will depend on the information you provide with this Claim Form:

- 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 described below). Each dose taken 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 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 dose taken 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 Makena treatment during the Class Period, as reflected on the Proof of Treatment, unless the Class Member was a participant in any Government Healthcare Program at the time of treatment, in which case the Class

**EXHIBIT D: CLAIM FORM**  
**[GROUP 1 CLAIM FORM]**

Member shall receive \$4 for each treatment (subject to potential *pro rata* adjustments, as described below). Each dose taken 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 Class Counsel’s possession, shall receive \$1 for each treatment with a Covered Product during the Class Period (subject to potential *pro rata* adjustments, as described below), and provided that the total amount shall not exceed \$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.

If you fail to return your Claim Form by the deadline, your claim will be rejected, and you will waive all rights to receive a class benefit under the Settlement.

To be valid, your Claim Form must be completely and accurately filled out, signed and dated, and include all requested information. If your Claim Form is incomplete, untimely, illegible, not signed, or contains false information, it may be rejected by the Claim Administrator.

**A. NAME & CONTACT INFORMATION**

If your name and address (printed at the top of this Claim Form) are incorrect, please provide corrected information below. Please provide your phone number and e-mail address in case the Claim Administrator needs to contact you about your claim.

Full Name \_\_\_\_\_  
Home Street Address \_\_\_\_\_  
City, State, ZIP Code \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**B. PAST TREATMENT & OUT-OF-POCKET COSTS**

Class Counsel’s records reflect that you incurred the following out-of-pocket costs for Makena: [pre-populated list of purchases inserted here].

☐ Please check here to confirm, under penalty of perjury, that this information is true and correct to the best of your recollection. If you agree with this information, proceed to **Section E**.

If you disagree with the purchases listed above, complete **Sections C** and **D** below.

**C. TREATMENT AND PURCHASE INFORMATION**

For each dose of Makena you purchased or received between March 8, 2019 and [INSERT PRELIMINARY APPROVAL DATE], please provide, under penalty of perjury, to the best of your recollection and knowledge: (a) the number of doses purchased or taken; (b) the location (i.e., pharmacy) and approximate date range over which Makena was purchased or taken; (c) the amount, if any, you paid out-of-pocket, i.e., net of any insurance coverage/reimbursement, copay assistance or any other financial assistance; and (d) whether you participated in any Government Healthcare Program on the date of purchase or administration. “Government Healthcare

## [GROUP 1 CLAIM FORM]

Program” means any plan or program that provides health benefits to individuals, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by any federal or state government entity or agency, including but not limited to the federal Medicaid Program and any state Medicaid program.

[illegible]

**D. PROOF OF TREATMENT AND PROOF OF OUT-OF-POCKET PAYMENT**

Please include Proof of Treatment and/or Proof of Out-of-Pocket Payment for each transaction identified in **Section C**. The Proof of Treatment must be a medical record, insurance record, pharmacy receipt or other document that reliably shows, at a minimum, that you purchased or were treated with Makena, including the date and location of each purchase/treatment. The Proof of Out-of-Pocket Payment must be a medical bill, itemized pharmacy sales receipt, itemized insurance documentation or other document that reliably shows, at a minimum, the purchase of Makena, the amount of out-of-pocket costs incurred by the Settlement Class Member in connection with that purchase, and the date and place of the purchase.

If you do not have Proof of Treatment or Proof of Out-of-Pocket Payment, you can still submit a Claim Form for your purchase or use of Makena as long as you verify, under penalty of perjury, that the information provided is accurate to the best of your knowledge and recollection.

You may redact any medical information and financial information that is unrelated to your purchase of or treatment with Makena that you are including with the submission of this Claim Form.

Please list the number of purchases/treatments for which you will be providing Proof of Treatment here:     .

Please list the number of purchases for which you will be providing Proof of Out-of-Pocket Costs here:   

## E. ACKNOWLEDGEMENT OF RESPONSIBILITY FOR LIENS

☐ I acknowledge and agree that I am solely and fully responsible and liable for any and all liens asserted by Government Healthcare Programs, Third-Party Payors or any other person or entity against any Settlement

**EXHIBIT D: CLAIM FORM**  
**[GROUP 1 CLAIM FORM]**

Benefit Payment I receive under this Settlement. Defendant AMAG Pharmaceuticals, Inc. ("AMAG") shall have no liability for any such liens or claims and, as a condition for receiving payment of a Settlement Benefit, I agree to fully indemnify and defend AMAG from and against any claims arising out of my failure to satisfy any such liens.

**F. MANNER OF PAYMENT OF CLASS BENEFIT**

Please select **one** of the following payment options:

☐ **PayPal** - Enter your PayPal email address: \_\_\_\_\_

☐ **Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_-\_\_\_\_-\_\_\_\_

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_-\_\_\_\_-\_\_\_\_ or Email Address: \_\_\_\_\_

☐ **Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

☐ **Physical Check** - Payment will be mailed to the address provided at the top of this Claim Form or as updated in Section A.

Please be patient. The Claim Administrator will not be able to send you your payment until after your Claim Form has been processed and Court proceedings are completed.

**G. SIGNATURE UNDER PENALTY OF PERJURY**

By signing below and submitting this Claim Form, I hereby declare under penalty of perjury that I am the person identified above and that all of the information I have provided on this Claim Form, or that was pre-populated in this Claim Form, is to the best of my recollection and knowledge true and accurate. I understand that AMAG and Class Counsel have the right to verify the accuracy of any purchase/treatment information I provide and that the Court may ultimately determine I am not entitled to receive an award.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Dated

**THIS CLAIM FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED TO THE CLAIM ADMINISTRATOR BY [DATE] EITHER ONLINE (AT [WEBSITE]) OR MAILED TO: MAKENA CLAIM ADMINISTRATOR, 1650 ARCH STREET, SUITE 2210, PHILADELPHIA, PA 19103.**

All information submitted in support of your claim is subject to investigation and verification by the Claim Administrator.

**If you have any questions about this lawsuit, your rights, or completing the Claim Form, you may also contact Class Counsel:**

Richard M. Paul Laura C. Fellows <b>Paul LLP</b> info@paulllp.com (816) 984-8100	Stuart Talley <b>Kershaw Talley Barlow, PC</b> <b>EMAIL</b> <b>PHONE</b>	Bruce D. Greenberg <b>Lite DePalma Greenberg &amp; Afanador</b> <b>EMAIL</b> (973) 623-3000
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**DO NOT ADDRESS ANY QUESTIONS ABOUT THIS LAWSUIT TO THE CLERK OF THE COURT, THE JUDGE, COUNSEL FOR AMAG, OR TO ANY AMAG AGENT OR EMPLOYEE.**

**EXHIBIT D: CLAIM FORM  
[GROUP 2 CLAIM FORM]**

[Settlement Class Member Name]

[Street Address]

[City] [State] [Zip]

Notice ID: [Notice ID]

Confirmation Code: [Confirmation Code]

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**MAKENA CLASS ACTION CLAIM FORM**

*Maier v. AMAG Pharmaceuticals Inc.*, 2:20-cv-00152-JXN-JBC (D.N.J.)

**If mailed, this Claim Form must be postmarked no later than [date].**  
**If submitted online, it must be submitted by 11:59 p.m. ET on [date].**

By timely submitting this Claim Form, you will be included in the Settlement Class and the Class Action Settlement Agreement and Release. **If you fail to submit your Claim Form by the deadline, your claim will be rejected, and you will be deemed to have waived all rights to receive a class benefit under the Settlement.**

**CLAIM FORM INSTRUCTIONS**

**IMPORTANT: Please read the instructions below before completing this Claim Form.**

In completing this Claim Form, you may receive a payment of some or all of the amount you paid out-of-pocket for doses of Makena that you were prescribed between March 8, 2019 and [INSERT PRELIMINARY APPROVAL DATE].

**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 National Drug Codes: 64011-243-01; 64011-247-02; or 64011-301-03. Covered Products do *not* include any generic or compounded version of hydroxyprogesterone caproate.**

The amount you are eligible to receive will depend on the information you provide with this Claim Form:

- 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 described below). Each dose taken 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 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 Makena treatment with a Covered Product during the Class Period, as reflected in such records (subject to potential *pro rata* adjustments, as described below). Each dose taken 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 the Class Counsel’s possession, shall receive \$22 for each Makena treatment during the Class Period, as reflected on the Proof of Treatment, unless the 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 treatment (subject to potential *pro rata* adjustments, as described below). Each dose taken of Makena constitutes a “treatment.”

**EXHIBIT D: CLAIM FORM**  
**[GROUP 2 CLAIM FORM]**

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 Class Counsel's possession, shall receive \$1 for each treatment with a Covered Product during the Class Period (subject to potential *pro rata* adjustments, as described below), and provided that the total amount shall not exceed \$40. Each administration of a dose of Makena constitutes a "treatment."

- Each Settlement Class Members' 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.

If you fail to return your Claim Form by the deadline, your claim will be rejected, and you will be deemed to have waived all rights to receive a class benefit under the Settlement.

To be valid, your Claim Form must be completely and accurately filled out, signed and dated, and include all requested information. If your Claim Form is incomplete, untimely, illegible, not signed, or contains false information, it may be rejected by the Claim Administrator.

**B. NAME & CONTACT INFORMATION**

If your name and address (printed at the top of this Claim Form) are incorrect, please provide corrected information below. Please provide your phone number and e-mail address in case the Claim Administrator needs to contact you about your claim.

Full Name \_\_\_\_\_

Home Street Address \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**B. TREATMENT AND PURCHASE INFORMATION**

For each dose of Makena you purchased or received between March 8, 2019 and **[INSERT PRELIMINARY APPROVAL DATE]**, please provide, under penalty of perjury, to the best of your recollection and knowledge: (a) the number of doses purchased or taken (b) the location (i.e., pharmacy) and approximate date range over which Makena was purchased or taken; (c) the amount, if any, you paid out-of-pocket, i.e., net of any insurance coverage/reimbursement, copay assistance or any other financial assistance; and (d) whether you participated in any Government Healthcare Program on the date of purchase or administration. "Government Healthcare Program" means any plan or program that provides health benefits to individuals, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by any federal or state government entity or agency, including but not limited to the federal Medicaid Program and any state Medicaid program.

<u>Number of Doses Purchased/ Administered</u>	<u>Location &amp; Approximate Date Range of Purchase/ Treatment</u>	<u>Amount Paid Out-of- Pocket</u>	<u>Government Healthcare Program Participant (Yes/No)</u>

## [GROUP 2 CLAIM FORM]

[illegible]

**C. PROOF OF TREATMENT AND PROOF OF OUT-OF-POCKET PAYMENT**

Please include Proof of Treatment and/or Proof of Out-of-Pocket Payment, for each transaction identified in **Section B**. The Proof of Treatment must be a medical record, insurance record, pharmacy receipt or other document that reliably shows, at a minimum, that you purchased or were treated with Makena, including the date and location of each purchase/treatment. The Proof of Out-of-Pocket Payment must be a medical bill, itemized pharmacy sales receipt, itemized insurance documentation or other document that reliably shows, at a minimum, the purchase of Makena, the amount of out-of-pocket costs incurred by the Settlement Class Member in connection with that purchase, and the date and place of the purchase.

If you do not have Proof of Treatment or Proof of Out-of-Pocket Payment, you can still submit a Claim Form for your purchase or use of Makena as long as you verify, under penalty of perjury, that the information provided is accurate to the best of your knowledge and recollection.

You may redact any medical information and financial information that is unrelated to your purchase of or treatment with Makena that you are including with the submission of this Claim Form.

Please list the number of treatments for which you will be providing Proof of Treatment here:  .

Please list the number of treatments for which you will be providing Proof of Out-of-Pocket Costs here:  

#### D. ACKNOWLEDGEMENT OF RESPONSIBILITY FOR LIENS

- ☐ I acknowledge and agree that I am solely and fully responsible and liable for any and all liens asserted by Government Healthcare Programs, Third-Party Payors or any other person or entity against any Settlement Benefit Payment I receive under this Settlement. Defendant AMAG Pharmaceuticals, Inc. (“AMAG”) shall have no liability for any such liens or claims and, as a condition for receiving payment of a Settlement Benefit, I agree to fully indemnify and defend AMAG from and against any claims arising out of my failure to satisfy any such liens.

#### **E. MANNER OF PAYMENT OF CLASS BENEFIT**

Please select **one** of the following payment options:

**EXHIBIT D: CLAIM FORM**  
**[GROUP 2 CLAIM FORM]**

☐ **PayPal** - Enter your PayPal email address: \_\_\_\_\_

☐ **Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_-\_\_\_\_-\_\_\_\_

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_-\_\_\_\_-\_\_\_\_ or Email Address: \_\_\_\_\_

☐ **Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

☐ **Physical Check** - Payment will be mailed to the address provided at the top of this Claim Form or as updated in Section A.

Please be patient. The Claim Administrator will not be able to send you your payment until after your Claim Form has been processed and Court proceedings are completed.

**F. SIGNATURE UNDER PENALTY OF PERJURY**

By signing below and submitting this Claim Form, I hereby declare under penalty of perjury that I am the person identified above and that all of the information I have provided on this Claim Form, or that was pre-populated in this Claim Form, is to the best of my recollection and knowledge true and accurate. I understand that AMAG and Class Counsel have the right to verify the accuracy of any purchase/treatment information I provide and that the Court may ultimately determine I am not entitled to receive an award.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Dated

**THIS CLAIM FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED TO THE CLAIM ADMINISTRATOR BY [DATE]. EITHER ONLINE (AT [WEBSITE]) OR MAILED TO: MAKENA CLAIM ADMINISTRATOR, 1650 ARCH STREET, SUITE 2210, PHILADELPHIA, PA 19103.**

All information submitted in support of your claim is subject to investigation and verification by the Claim Administrator.

**If you have any questions about this lawsuit, your rights, or completing the Claim Form, you may also contact Class Counsel:**

Richard M. Paul Laura C. Fellows <b>Paul LLP</b> info@paulllp.com 816-984-8100	Stuart Talley <b>Kershaw Talley Barlow, PC</b> EMAIL PHONE	Bruce D. Greenberg <b>Lite DePalma Greenberg &amp; Afanador</b> EMAIL (973) 623-3000
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**DO NOT ADDRESS ANY QUESTIONS ABOUT THIS LAWSUIT TO THE CLERK OF THE COURT, THE JUDGE, COUNSEL FOR AMAG, OR TO ANY AMAG AGENT OR EMPLOYEE.**

**EXHIBIT D: CLAIM FORM**  
**[ONLINE CLAIM FORM]**  
**MAKENA CLASS ACTION CLAIM FORM**

*Maher v. AMAG Pharmaceuticals Inc.*, 2:20-cv-00152-JXN-JBC (D.N.J.)

**If mailed, this Claim Form must be postmarked no later than [date].**  
**If submitted online, it must be submitted by 11:59 p.m. ET on [date].**

By timely submitting this Claim Form, you will be included in the Settlement Class and the Class Action Settlement Agreement and Release. **If you fail to submit your Claim Form by the deadline, your claim will be rejected, and you will be deemed to have waived all rights to receive a class benefit under the Settlement.**

**CLAIM FORM INSTRUCTIONS**

**IMPORTANT: Please read the instructions below before completing this Claim Form.**

In completing this Claim Form, you may receive a payment of some or all of the amount you paid out-of-pocket for doses of Makena that you were prescribed between March 8, 2019 and **[INSERT PRELIMINARY APPROVAL DATE]**.

**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 National Drug Codes: 64011-243-01; 64011-247-02; or 64011-301-03. Covered Products do *not* include any generic or compounded version of hydroxyprogesterone caproate.**

The amount you are eligible to receive will depend on the information you provide with this Claim Form:

- 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 described below). Each dose taken 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 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 Makena treatment with a Covered Product during the Class Period, as reflected in such records (subject to potential *pro rata* adjustments, as described below). Each dose taken 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 the Class Counsel’s possession, shall receive \$22 for each Makena treatment during the Class Period, as reflected on the Proof of Treatment, unless the 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 treatment (subject to potential *pro rata* adjustments, as described below). Each dose taken 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 Class Counsel’s possession, shall receive \$1 for each treatment with a Covered Product during the Class Period (subject to potential *pro rata* adjustments, as described below), and provided that the total amount shall not exceed \$40. Each administration of a dose of Makena constitutes a “treatment.”

**EXHIBIT D: CLAIM FORM**  
**[ONLINE CLAIM FORM]**

- Each Settlement Class Members' 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.

If you fail to return your Claim Form by the deadline, your claim will be rejected, and you will be deemed to have waived all rights to receive a class benefit under the Settlement.

To be valid, your Claim Form must be completely and accurately filled out, signed and dated, and include all requested information. If your Claim Form is incomplete, untimely, illegible, not signed, or contains false information, it may be rejected by the Claim Administrator.

**C. NAME & CONTACT INFORMATION**

If your name and address (printed at the top of this Claim Form) are incorrect, please provide corrected information below. Please provide your phone number and e-mail address in case the Claim Administrator needs to contact you about your claim.

Full Name \_\_\_\_\_

Home Street Address \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**B. TREATMENT AND PURCHASE INFORMATION**

For each dose of Makena you purchased or received between March 8, 2019 and [INSERT PRELIMINARY APPROVAL DATE], please provide, under penalty of perjury, to the best of your recollection and knowledge: (a) the number of doses purchased or taken (b) the location (i.e., pharmacy) and approximate date range over which Makena was purchased or taken; (c) the amount, if any, you paid out-of-pocket, i.e., net of any insurance coverage/reimbursement, copay assistance or any other financial assistance; and (d) whether you participated in any Government Healthcare Program on the date of purchase or administration. "Government Healthcare Program" means any plan or program that provides health benefits to individuals, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by any federal or state government entity or agency, including but not limited to the federal Medicaid Program and any state Medicaid program.

<u>Number of Doses Purchased/ Administered</u>	<u>Location &amp; Approximate Date Range of Purchase/ Treatment</u>	<u>Amount Paid Out-of- Pocket</u>	<u>Government Healthcare Program Participant (Yes/No)</u>

**EXHIBIT D: CLAIM FORM**  
**[ONLINE CLAIM FORM]**


**C. PROOF OF TREATMENT AND PROOF OF OUT-OF-POCKET PAYMENT**

Please include Proof of Treatment and/or Proof of Out-of-Pocket Payment, for each transaction identified in **Section B**. The Proof of Treatment must be a medical record, insurance record, pharmacy receipt or other document that reliably shows, at a minimum, that you purchased or were treated with Makena, including the date and location of each purchase/treatment. The Proof of Out-of-Pocket Payment must be a medical bill, itemized pharmacy sales receipt, itemized insurance documentation or other document that reliably shows, at a minimum, the purchase of Makena, the amount of out-of-pocket costs incurred by the Settlement Class Member in connection with that purchase, and the date and place of the purchase.

If you do not have Proof of Treatment or Proof of Out-of-Pocket Payment, you can still submit a Claim Form for your purchase or use of Makena as long as you verify, under penalty of perjury, that the information provided is accurate to the best of your knowledge and recollection.

You may redact any medical information and financial information that is unrelated to your purchase of or treatment with Makena that you are including with the submission of this Claim Form.

Please list the number of treatments for which you will be providing Proof of Treatment here:     .

Please list the number of treatments for which you will be providing Proof of Out-of-Pocket Costs here:     .

**D. ACKNOWLEDGEMENT OF RESPONSIBILITY FOR LIENS**

- ☐ I acknowledge and agree that I am solely and fully responsible and liable for any and all liens asserted by Government Healthcare Programs, Third-Party Payors or any other person or entity against any Settlement Benefit Payment I receive under this Settlement. Defendant AMAG Pharmaceuticals, Inc. ("AMAG") shall have no liability for any such liens or claims and, as a condition for receiving payment of a Settlement Benefit, I agree to fully indemnify and defend AMAG from and against any claims arising out of my failure to satisfy any such liens.

**E. MANNER OF PAYMENT OF CLASS BENEFIT**

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Mobile Number: \_\_\_\_-\_\_\_\_-\_\_\_\_ or Email Address: \_\_\_\_\_

**EXHIBIT D: CLAIM FORM**  
**[ONLINE CLAIM FORM]**

☐ **Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

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Signed

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Dated

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