

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

STEWART N. GOLDSTEIN, M.D., individually)
and on behalf of all others similarly situated,)
)
Plaintiff,)
v.)
)
ALEXANDER J. DENNER, SARISSA CAPITAL)
MANAGEMENT, L.P., SARISSA CAPITAL)
DOMESTIC FUND LP, SARISSA CAPITAL)
OFFSHORE MASTER FUND LP, and SARISSA)
CAPITAL MANAGEMENT GP LLC,)
)
Defendants.)

C.A. No. 2020-1061-JTL

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL RECORD AND BENEFICIAL OWNERS OF BIOVERATIV, INC. (“BIOVERATIV” OR THE “COMPANY”) COMMON STOCK WHO HELD SUCH STOCK AT ANY TIME DURING MAY 24, 2017 THROUGH AND INCLUDING MARCH 8, 2018, INCLUDING ANY AND ALL OF THEIR REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, ESTATES, HEIRS, SUCCESSORS IN INTEREST, SUCCESSORS, PREDECESSORS IN INTEREST, PREDECESSORS, TRANSFEREES, AND ASSIGNS, IMMEDIATE AND REMOTE, AND ANY PERSON ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS IN INTEREST, SUCCESSORS, PREDECESSORS IN INTEREST, PREDECESSORS, TRANSFEREES, AND ASSIGNS.

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THE ACTION (AS DEFINED HEREIN). IF THE COURT (AS DEFINED HEREIN) APPROVES THE PROPOSED SETTLEMENT DESCRIBED BELOW, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT, OR PURSUING THE RELEASED PLAINTIFF’S CLAIMS AGAINST THE RELEASED DEFENDANT PARTIES.

IF YOU HELD BIOVERATIV COMMON STOCK FOR THE BENEFIT OF OTHERS, READ THE SECTION BELOW ENTITLED “INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS.”

I. PURPOSE OF NOTICE

The purpose of this Notice of Pendency and Proposed Settlement of Class Action (this “Notice”) is to inform you of the proposed settlement (the “Settlement”) of the above-captioned lawsuit (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”).¹

Pursuant to the Settlement, plaintiff Stewart N. Goldstein, M.D. (“Plaintiff”), on behalf of himself and on behalf of the Class, has agreed to settle and dismiss with prejudice his claims against defendants Alexander J. Denner (“Denner”), Sarissa Capital Management, L.P. (“Sarissa Capital”), Sarissa Capital Domestic Fund LP (“Sarissa Domestic”), Sarissa Capital Offshore Master Fund LP (“Sarissa Offshore”), and Sarissa Capital Management GP LLC (“Sarissa GP”) (collectively, with Sarissa Capital, Sarissa Domestic, Sarissa Offshore, and Sarissa GP, “Sarissa,” and with Denner, “Defendants”). Non-parties Bioverativ, Inc. (“Bioverativ” or the “Company”) and Sanofi, S.A. (“Sanofi”) (collectively, the “Sanofi Parties,” and together with the Plaintiff and the Defendants, the “Parties” and each a “Party”), along with Plaintiff and Defendants, have also agreed to the Settlement on the terms described herein and set forth in the Stipulation.

The Settlement resolves all actual and potential claims against the Defendants arising from or relating to the acquisition of Bioverativ by Sanofi, whereby Bioverativ stockholders received \$105.00 in cash for each share of Bioverativ common stock. Following the earlier settlement of all other claims of the Class relating to the acquisition, this Settlement resolves claims that defendant Denner breached his fiduciary duties by causing Sarissa to acquire Bioverativ common stock on the basis of material non-public information related to the acquisition, and Sarissa aided and abetted that breach of fiduciary duty. In consideration of the Settlement, a total of \$40 million (\$40,000,000) in cash will be deposited into an account and will be distributed to the Settlement Payment Recipients (described herein) according to the Plan of Allocation (described herein).

This Notice also informs you of your right to participate in a hearing before the Court to be held on September 12, 2024, at 9:15 a.m., in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 (the “Settlement Hearing”) to: (a) determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the interests of the Class in the Action, confirm class certification, confirm the appointment of Plaintiff as class representative, and appoint Plaintiff’s Counsel as class counsel; (b) determine whether

¹ The complete terms of the Settlement are set forth in the Stipulation and Agreement of Compromise and Settlement (the “Stipulation”), which can be viewed and/or downloaded at www.bioverativstockholdersettlement.com. All terms herein with initial capitalization shall, unless defined elsewhere in this Notice, have the meanings ascribed to them in Section III below.

the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class; (c) determine whether the Action should be dismissed with prejudice by entry of the Judgment pursuant to the Stipulation, releasing the Released Plaintiff's Claims and Released Defendants' Claims against the respective released parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties; (d) consider the application by Plaintiff's Counsel for attorneys' fees, costs, and payment of expenses; (e) hear and determine any objections to the Settlement and/or to the application of Plaintiff's Counsel for an award of attorneys' fees, costs, and expenses; and (f) rule on such other matters as the Court may deem appropriate.

This Notice describes the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement.

If the Court approves the Settlement, the Parties to the Action will ask the Court at the Settlement Hearing to enter a Judgment dismissing the Action with prejudice as to the Defendants.

If you are a member of the Class, you will be bound by any judgment entered in the Action. You may not opt out of the Class.

II. BACKGROUND OF THE ACTION

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTLING PARTIES.

On January 21, 2018, the board of directors (the "Board") of Bioverativ, a Delaware corporation, approved the Company's entry into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Bioverativ agreed to be acquired by Sanofi (the "Acquisition") for \$105.00 per share (the "Acquisition Consideration").

On January 22, 2018, Bioverativ announced that it had entered into the Merger Agreement, which provided for a tender offer (the "Tender Offer") followed by a merger pursuant to 8 *Del. C.* § 251.

On February 7, 2018, Sanofi commenced the Tender Offer.

On February 27, 2018, Plaintiff sent a letter to the Board of Bioverativ demanding inspection of Bioverativ's books and records, pursuant to 8 *Del. C.* § 220.

On March 6, 2018, Bioverativ responded to Plaintiff's inspection demand letter.

On March 7, 2018, Plaintiff filed a lawsuit in the Court, pursuant to Section 220 of the Delaware General Corporation Law, captioned *Stewart N. Goldstein, M.D. v. Bioverativ Inc.*, C.A. No. 2018-0156-JTL (Del. Ch.) (the "§ 220 Action"), seeking to compel inspection of Bioverativ's books and records.

On March 7, 2018, the Tender Offer closed with stockholders having tendered sufficient shares of common stock to satisfy the minimum tender condition of the Merger Agreement.

On March 8, 2018, the Acquisition was completed and Bioverativ became a wholly-owned subsidiary of Sanofi.

Following briefing and negotiations between Plaintiff's Counsel and Bioverativ's counsel, Bioverativ produced books and records for inspection by Plaintiff to resolve the § 220 Action.

On December 15, 2020, Plaintiff filed his Verified Class Action Complaint (the "Complaint"), alleging: (i) in Count I that defendants Denner, John Cox ("Cox"), Anna Protopapas ("Protopapas"), Brian Posner ("Posner"), Louis Paglia ("Paglia"), and Geno Germano ("Germano"), in their capacities as directors of Bioverativ, breached their fiduciary duties to Bioverativ's stockholders in connection with the Acquisition and disclosures relating thereto; (ii) in Count II that defendants Cox, John Greene ("Greene"), and Andrea DiFabio ("DiFabio"), in their capacities as officers of Bioverativ, breached their fiduciary duties to Bioverativ's stockholders in connection with the Acquisition and disclosures relating thereto; (iii) in Count III that defendant Denner breached his fiduciary duties in connection with his purchase of 1,010,000 shares of Bioverativ common stock through Sarissa in May 2017, relying upon material, non-public information and profited when he was paid \$105.00 per share by Sanofi for those 1,010,000 shares in the Acquisition; and (iv) in Count IV that Sarissa aided and abetted Denner's breaches of fiduciary duty for the conduct alleged in Count III.

On March 17, 2021, Defendants and the Former Defendants (defined below) filed briefs in support of motions to dismiss Plaintiff's Complaint. Briefing on Defendants' and the Former Defendants' motions to dismiss was completed on June 18, 2021.

On September 27, 2021, Plaintiff served his first request for production of documents. Defendants and the Former Defendants filed a motion for a protective order staying discovery on October 8, 2021. After briefing, the Court denied the motion for a protective order staying discovery on November 18, 2021.

On May 26, 2022, the Court issued a memorandum opinion denying the motions to dismiss as to Counts I and II of the Complaint. On June 2, 2022, the Court issued a memorandum opinion denying the motion to dismiss as to Counts III and IV of the Complaint.

The Parties engaged in extensive factual discovery, including by preparing, serving, and responding to requests for production of documents and interrogatories, serving subpoenas on third parties, negotiating privilege disputes, taking and defending depositions, and engaging in various written and oral communications concerning the scope of discovery. Plaintiff has obtained and reviewed approximately 152,119 documents (over 1 million pages) from Defendants, Former Defendants,

and nine non-parties, including Bioverativ, Sanofi, J.P. Morgan Securities LLC and Guggenheim Securities LLC (the financial advisors to Bioverativ in connection with the Acquisition), Lazard Frères & Co. (the financial advisor to Sanofi in connection with the Acquisition), Biogen Inc. (the company from which Bioverativ was spun off in 2017), Paul, Weiss, Rifkind, Wharton & Garrison LLP (the counsel to Bioverativ in connection with the Acquisition), and two wireless service providers. Plaintiff produced documents, responded to three sets of interrogatories (88 interrogatories, excluding subparts) from Defendants and Former Defendants and was deposed by Defendants. Plaintiff's Counsel took 16 depositions and propounded 33 interrogatories (excluding subparts) to Defendants and each Former Defendant.

The Parties engaged in extensive expert witness discovery. Plaintiff served one expert report. Defendants served four expert reports, including two opening reports and two rebuttal reports. Plaintiff's expert was deposed, and Plaintiff's Counsel deposed each of Defendants' four experts.

On April 14, 2023, Plaintiff, the Former Defendants, Bioverativ, and Sanofi filed a Stipulation and Agreement of Compromise and Partial Settlement with the Court, memorializing a settlement of certain claims in exchange for \$84 million (the "2023 Partial Settlement"). Defendants were not parties to the 2023 Partial Settlement but, by virtue of the definition of "Released Defendant Parties" and "Released Plaintiff's Claims" (as defined in the 2023 Partial Settlement), were released of certain claims, but not the Non-Released Plaintiff's Claims (as defined in the 2023 Partial Settlement).

On September 14, 2023, the Court entered the Order and Partial Final Judgment approving the 2023 Partial Settlement. Pursuant to that Order, Defendants and the Former Defendants were released from the following claims:

to the fullest extent permitted by Delaware law in stockholder class action settlements, any and all manner of claims, including Unknown Claims (as defined herein), suits, actions, causes of actions, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys' fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, common, or other law or rule that, (i) were alleged, asserted, set forth, or claimed in the Action or the §220 Action, or (ii) could have been alleged, asserted, set forth, or claimed in the Action or the §220 Action or in any other action or in any other court, tribunal, or proceeding by Plaintiff or any other member of the Class individually, on behalf of the Class directly, or on behalf of Bioverativ derivatively, and that are based upon, arise out of, or relate to (1) the Acquisition or (2) any allegations, transactions, facts, matters, disclosures, representations, or omissions involved or referenced in the Complaint. Notwithstanding the above, (i) any claim to enforce the Stipulation or Judgment shall not be released as to the Settling Defendants, and (ii) the Non-Released Plaintiff's Claims shall not be released as to Denner, Sarissa Capital, and/or the Sarissa Parties and Affiliates.

Following the Court's approval of the 2023 Partial Settlement, only the Non-Released Plaintiff's Claims remained to be resolved, which were defined in the 2023 Partial Settlement as follows:

the claims that Plaintiff asserts against Denner in Count III of the Complaint for breach of fiduciary duty and against Sarissa Capital in Count IV of the Complaint for aiding and abetting the breach of fiduciary duty alleged in Count III of the Complaint, based on Denner and Sarissa Capital's acquisition of 1,010,000 shares of Bioverativ common stock in May 2017 while allegedly in possession of material, non-public information, for money damages or equitable relief (including disgorgement of profits and improper gains or benefits) in an amount not to exceed the difference between the consideration paid by Denner and Sarissa Capital for the 1,010,000 shares of Bioverativ common stock in May 2017 and the Acquisition Consideration of \$105 per share, plus any pre- and post-judgment interest thereon. Nothing in this Stipulation, the Judgment, or the Settlement shall prevent Plaintiff from presenting any evidence or making any arguments in support of proving that Denner and Sarissa Capital are liable for the Non-Released Plaintiff's Claims.

On November 14, 2023, Plaintiff filed his Motion for Sanctions Due to the Sarissa Defendants' Spoliation of Evidence. On January 26, 2024, after briefing and argument on the motion, the Court issued an Opinion Imposing Sanctions for Failure to Preserve Electronically Stored Information (the "Sanctions Ruling"). *Goldstein v. Denner*, 310 A.3d 548 (Del. Ch. 2024). Pursuant to the Sanctions Ruling, "the court will presume at trial that [Sarissa] traded on the basis of a non-public approach from an acquiror. The court also will presume that [Sarissa]'s trading caused the sale process to fall outside a range of reasonableness." *Id.* at 558. Also pursuant to the Sanctions Ruling, "the court will require the defendants to meet a burden of proof that is increased by one level. Rather than rebutting the presumptions or proving issues by a preponderance of the evidence, the defendants will have to adduce clear and convincing evidence." *Id.*

On December 8, 2023, Plaintiff filed his Motion for Class Certification. On February 8, 2024, after briefing on the motion, the Court issued its Order Granting Motion for Class Certification, certifying the Class (defined below) and appointing Plaintiff as the class representative for the Class.

On January 23, 2024, Plaintiff filed his Motion to Compel Production of Documents Related to the SEC Subpoenas. On February 22, 2024, after briefing and argument on the motion, the Court granted the motion in part, ordering Defendants to produce documents they had provided to the SEC to Plaintiff, along with certain additional documents.

On February 5, 2024, Defendants filed an Application for Certification of an Interlocutory Appeal of the Sanctions Ruling.

On February 26, 2024, Defendants filed a Notice of Appeal of the Sanctions Ruling with the Supreme Court of the State of Delaware.

On February 26, 2024, the Court recommended that the Delaware Supreme Court refuse to accept Defendants' Interlocutory Appeal. *Goldstein v. Denner*, 2024 WL 776033 (Del. Ch. Feb. 26, 2024). In its opinion, the Court stated: "One of the issues at trial will be whether Denner and Sarissa acted with *scienter* by trading based on what they knew about Sanofi's approach. There are several disputes of fact that are relevant to a finding of intent. The [Sanctions Ruling] did not resolve any of them."

On March 14, 2024, the Supreme Court of the State of Delaware issued an order refusing Defendants' interlocutory appeal. *Denner v. Goldstein*, 2024 WL 1103110 (Del. Mar. 14, 2024).

On March 22, 2024, the parties filed a Stipulated [Proposed] Pre-Trial Order.

On March 25, 2024, Plaintiff filed his Motion *in Limine* to Preclude Trial Testimony from Late-Identified Witnesses. On April 1, 2024, after briefing and argument, the Court issued its Order Granting Plaintiff's Motion *in Limine* to Preclude Trial Testimony From Late-Identified Witnesses. *Goldstein v. Denner*, 2024 WL 1599501 (Del. Ch. Apr. 1, 2024).

On April 12, 2024, the Parties simultaneously filed pre-trial briefs. The pre-trial briefs reflected that the material issues to be tried included the following:

- First, whether Plaintiff had standing to assert claims challenging Defendants' use of material non-public information when acquiring shares of Bioverativ common stock in May 2017. This included disputes as to whether Denner committed breaches of fiduciary duty that resulted in either an unfair Acquisition price or an unfair process leading to the Acquisition, and whether, as a matter of law, after the merger, Plaintiff had standing to bring a claim for a breach of fiduciary duty that resulted in an unfair process but not an unfair price;
- Second, whether Defendants had material non-public information at the time of Sarissa's purchases. This included disputes as to whether Sanofi's alleged May 2017 expression of interest in acquiring Bioverativ for \$90.00 per share constituted material non-public information at the time of Sarissa's purchases; and
- Third, whether Defendants acquired Bioverativ common stock with the requisite state of mind for a finding of liability, because they were motivated, in whole or in part, by material non-public information.

The pre-trial briefs also reflected that, as relief, Plaintiff sought disgorgement of Sarissa's \$49,709,088 profit realized when the shares purchased in May 2017 were acquired by Sanofi in the Acquisition. In addition to this amount, Plaintiff sought pre-judgment interest.

On April 19, 2024, the Court held a pre-trial conference and entered the Pre-Trial Order.

Trial was scheduled to commence on April 29, 2024. As of April 22, 2024, the Parties had, among other things, exchanged witness lists and joint trial exhibit lists and provided a litigation-support vendor with over 800 joint trial exhibits.

During the course of the litigation, the Parties periodically engaged in settlement negotiations, which included settlement negotiations with extensive assistance of former U.S. District Judge Layn R. Phillips as mediator. Judge Phillips previously assisted in mediation sessions that resulted in the 2023 Partial Settlement. On April 22, 2024, Judge Phillips made a mediator's recommendation that the Parties settle the remaining claims in this Action for \$40 million, which the Parties accepted. After the Parties accepted the mediator's recommendation, the Court was promptly notified, and the trial was taken off the Court's calendar.

The Stipulation is intended to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge the Released Plaintiff's Claims and the Released Defendants' Claims with prejudice.

The entry by the Parties into the Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

Plaintiff continues to believe that his claims have legal merit, but also believes that the Settlement provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel (defined below) have considered: (i) the difficulty and risk of collecting any judgment; (ii) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiff's Claims; (iii) the probability of success on the merits of the Released Plaintiff's Claims; (iv) issues with respect to proof and possible defenses at trial and the delay and uncertainty that could be incurred by any appeal; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiff's Claims against Defendants through trial and appeals; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that the

terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Plaintiff's Claims on the terms set forth in the Stipulation.

Based on Plaintiff's Counsel's extensive review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, which has been ongoing since 2018, Plaintiff's Counsel believe that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiff's Counsel's evaluation as well as Plaintiff's own evaluation, Plaintiff has determined that the Settlement is in the best interests of the Class and has agreed to the terms and conditions set forth therein.

Defendants deny any and all allegations of wrongdoing, liability, breach of fiduciary duty, violations of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct was at all times proper, in compliance with applicable law, and in the best interests of Bioverativ and its stockholders. Each of the Defendants asserts that, at all relevant times, he or it acted in good faith, and in a manner reasonably believed to be in the best interests of Bioverativ and all of its stockholders. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of the Defendants with respect to any claim, any legal or factual allegation, any fault, any wrongdoing, any breach of duty, any liability, any harm or damage whatsoever, or any infirmity in the defenses that the Defendants have or could have asserted. Defendants enter into the Stipulation solely because they consider it desirable that the Released Plaintiff's Claims be settled and dismissed with prejudice in order to: (i) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation, and (ii) finally and forever put to rest, resolve, and terminate the Released Plaintiff's Claims.

Plaintiff, for himself and on behalf of the Class, Defendants, and the Sanofi Parties agree that the Settlement is intended to and will resolve the Released Plaintiff's Claims against the Released Defendant Parties.

III. DEFINITIONS

In addition to the terms defined elsewhere in this Notice, the following capitalized terms, used in this Notice, shall have the meanings specified below:

- (a) "Administrator" means the firm of Gilardi & Co. LLC.
- (b) "Administrative Costs" means all costs, fees, and expenses incurred by the Administrator and/or Plaintiff's Counsel in providing notice of the Settlement to the Class, locating Class Members, administering the Settlement, distributing the Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing this Notice, publishing this Notice, reimbursements to nominee owners for forwarding this Notice to their Eligible Beneficial Owners, the administrative expenses incurred and fees charged by the Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.
- (c) "Class" means the following Class that the Court certified on February 8, 2024:
Any and all holders of Bioverativ Inc. common stock, either of record or beneficially, at any time during May 24, 2017 through and including March 8, 2018, including any and all of their representatives, trustees, executors, administrators, estates, heirs, successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, but excluding the Excluded Persons (referred to herein as the "Class").
- (d) "Class Member" means a member of the Class.
- (e) "Class Period" means May 24, 2017 through and including March 8, 2018.
- (f) "DTC Participants" means the participants of the Depository Trust Company ("DTC") for whom Cede & Co., Inc. ("Cede"), as nominee for DTC, was the holder of record of Bioverativ common stock at the time such shares were paid the Acquisition Consideration because the shares were tendered in the Tender Offer or were converted into the right to receive Acquisition Consideration pursuant to the terms of the Merger Agreement.
- (g) "Effective Date" means the first business day following the date the Judgment becomes Final.
- (h) "Eligible Beneficial Owner" means the ultimate beneficial owner of any shares of Bioverativ common stock held of record by Cede at the time such shares were paid the Acquisition Consideration because the shares were either tendered in the Tender Offer or converted into the right to receive the Acquisition Consideration pursuant to the Merger Agreement, provided that no Excluded Person may be an Eligible Beneficial Owner.
- (i) "Eligible Record Holder" means the record holder of any shares of Bioverativ common stock, other than Cede, at the time such shares were paid the Acquisition Consideration because the shares were either tendered in the Tender Offer or converted into the right to receive the Acquisition Consideration pursuant to the Merger Agreement, provided that no Excluded Person may be an Eligible Record Owner.
- (j) "Escrow Agent" means Robbins Geller Rudman & Dowd LLP.

(k) “Excluded Persons” means Sanofi, Denner, Cox, Protopapas, Posner, Paglia, Germano, Greene, DiFabio, Sarissa, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held Company shares for the benefit of any of the foregoing.

(l) “Fee and Expense Award” means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or costs that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel, or any Class Member in connection with the Released Plaintiff’s Claims and the Settlement.

(m) “Final,” when referring to the Judgment, means the later of: (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment; or (ii) if any appeal or application for reconsideration, reargument or rehearing is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all material respects, which is no longer subject to appeal, reconsideration, reargument or rehearing, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award, or to the allocation or distribution of the Net Settlement Fund (including the Plan of Allocation), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of Judgment.

(n) “Former Defendants” means Cox, Protopapas, Posner, Paglia, Germano, Greene, and DiFabio.

(o) “Judgment” means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C to the Stipulation.

(p) “Net Settlement Fund” means the Settlement Fund as defined herein less: (i) any Fee and Expense Award, and interest thereon; (ii) Administrative Costs; (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions.

(q) “Person” means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity.

(r) “Released Defendant Parties” means the Defendants, Bioverativ, Sanofi, and any and all of their past or present immediate family members, parents, subsidiaries, affiliates, predecessors, successors, or assigns, as well as any and all of their current or former officers, directors, executives, employees, associates, agents, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, underwriters, attorneys (including Defendants’ Counsel and Sanofi’s Counsel), advisors, financial advisors, consultants, bankers, publicists, independent certified public accountants, auditors, accountants, creditors, administrators, heirs, executors, trustees, trusts, estates, personal or legal representatives, or other persons acting on their behalf.

(s) “Released Defendants’ Claims” means, as against the Released Plaintiff Parties, any and all claims, complaints, liabilities, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by the Defendants in the Action or the § 220 Action, or in any court, tribunal, forum, or proceeding, which arise out of or relate in any way to the Action or the § 220 Action; provided, however, that the Released Defendants’ Claims shall not include: (i) any claims to enforce the Stipulation, or (ii) any claims to enforce a final order and judgment entered by the Court.

(t) “Released Plaintiff Parties” means Plaintiff, all other Class Members, Plaintiff’s Counsel, and the legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

(u) “Released Plaintiff’s Claims” means, as against the Released Defendant Parties to the fullest extent permitted by Delaware law in stockholder class action settlements, any and all manner of claims, including Unknown Claims (as defined herein), suits, actions, causes of action, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, common, or other law or rule that Plaintiff (i) alleged, asserted, set forth, or claimed against Denner or any affiliate thereof in Count III of the Complaint for breach of fiduciary duty and against Sarissa or any affiliate thereof in Count IV of the Complaint for aiding and abetting the breach of fiduciary duty alleged in Count III of the Complaint, based on Denner and Sarissa’s acquisition of 1,010,000 shares of Bioverativ common stock in May 2017 while allegedly in possession of material, non-public information, or (ii) could have alleged, asserted, set forth, or claimed against Sanofi or Bioverativ (or any of their current or former officers, directors, or employees) relating to Counts III and IV of the Complaint. For the avoidance of doubt, the Released Plaintiff’s Claims (as that term is defined herein) includes all “Non-Released Plaintiff’s Claims” as that term was defined in the 2023 Partial Settlement. Notwithstanding the above, any claim to enforce the Stipulation or Judgment shall not be released.

(v) “Sanofi” means Sanofi, S.A.

(w) “Sanofi’s Counsel” means Weil, Gotshal & Manges LLP.

(x) "Settlement Fund" means the principal amount of \$40 million (\$40,000,000) in cash, plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

(y) "Unknown Claims" means any claims that a releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Plaintiff's Claims and Released Defendants' Claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff's Claims and Released Defendants' Claims, upon the Effective Date, Plaintiff, Defendants, and the Sanofi Parties shall expressly waive, and each of the Class Members, the Released Plaintiff Parties, and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

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

Plaintiff, Defendants, and the Sanofi Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff's Claims and the Released Defendants' Claims, but that it is the intention of Plaintiff, Defendants, and the Sanofi Parties, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties, effective upon the Effective Date, to completely, fully, finally, and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff, Defendants, and the Sanofi Parties also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiff's Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

IV. THE SETTLEMENT CONSIDERATION

In consideration of the Settlement, Defendants and the Sanofi Parties shall cause their respective portions of a total of \$40 million (\$40,000,000) in cash (the "Settlement Amount") to be deposited into an account to be distributed to all Class Members entitled to receive a portion of the Settlement Fund pursuant to an approved Plan of Allocation.

V. THE PLAN OF ALLOCATION

Plaintiff's Counsel will work with the Administrator to oversee the administration of the Settlement and distribution of the Settlement Fund, and to ensure that the Settlement Payment Recipients do not include Excluded Persons. The Settlement Fund will be administered by the Administrator and the Escrow Agent and shall be used: (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Settlement Payment Recipients as provided below. This Section V describes the Plan of Allocation provided for under Section B of the Stipulation.

Following the Effective Date, the Administrator shall distribute the Net Settlement Fund to the Settlement Payment Recipients (as defined below) on a per-share basis. Settlement Payment Recipients do not have to submit a claim form or take any other action in order to receive payment.

Only the Settlement Payment Recipients will qualify to share in the distribution of the Settlement Fund to the Class after payment of settlement administration expenses, attorneys' fees and expenses, and Taxes and Tax Expenses.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. ONLY HOLDERS OF BIOVERATIV COMMON STOCK AT THE TIME SUCH SHARES WERE CONVERTED INTO THE RIGHT TO RECEIVE THE MERGER CONSIDERATION IN CONNECTION WITH THE ACQUISITION, OTHER THAN THE EXCLUDED PERSONS, ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT (THE "SETTLEMENT PAYMENT RECIPIENTS").

Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Plaintiff, the Released Defendant Parties, Defendants' Counsel, and Sanofi's Counsel shall have no liability whatsoever for the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; the calculation or distribution of any payment from the Settlement Fund or Net Settlement Fund; the performance or nonperformance of the Administrator, Escrow Agent, any DTC Participants, or any nominee holding shares on behalf of a Class Member; the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

The Net Settlement Fund will not be distributed to the Settlement Payment Recipients until the Court has approved the Settlement and the proposed Plan of Allocation (or such other allocation plan as the Court may approve), the time periods for any petition for rehearing, appeal or review, whether by certiorari or otherwise, of the Judgment approving the Settlement and the Plan of Allocation have expired, and the Judgment becomes Final.

The Court has jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member. The Court also has the power to modify the Plan of Allocation without further notice to Class Members.

As soon as practicable after the Effective Date, the Administrator will distribute the Net Settlement Fund to the Settlement Payment Recipients as set forth below.

(a) The Net Settlement Fund will be allocated and distributed on a per-share basis among the Settlement Payment Recipients (the "Initial Distribution"). Each Settlement Payment Recipient will receive a *pro rata* payment from the Net Settlement Fund equal to the product of: (i) the number of "Eligible Shares" held by the Settlement Payment Recipient, where Eligible Shares are shares held by the Settlement Payment Recipient at closing and for which the Settlement Payment Recipient received Acquisition Consideration, and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares. For the avoidance of doubt, the Net Settlement Fund will be paid to the holders of Bioverativ common stock who were paid the Acquisition Consideration because their shares were tendered in the Tender Offer or were converted into the right to receive Acquisition Consideration pursuant to the terms of the Merger Agreement, other than Excluded Persons.

(b) With respect to Bioverativ common stock held of record at the closing by DTC through its nominee Cede, provided that the Administrator has the necessary DTC Information, the Administrator shall cause the relevant portion of the Net Settlement Fund to be allocated to Eligible Beneficial Owners who held their shares through DTC Participants by first distributing that portion of the Net Settlement Fund among the DTC Participants by paying each DTC Participant the Per-Share Recovery times its respective Closing Security Position (defined below). For each DTC Participant, the "Closing Security Position" means the number of shares of Bioverativ common stock reflected on the DTC allocation report used by DTC to pay the Acquisition Consideration, less any shares that were held by an Excluded Person at the time of the Acquisition. The Administrator shall further take all appropriate steps to instruct DTC Participants to distribute the portion of the Net Settlement Fund that they receive to the Eligible Beneficial Holders on a *pro rata* basis in accordance with each Eligible Beneficial Owner's "Closing Beneficial Ownership Position," which means, for each Eligible Beneficial Owner, the number of shares of Bioverativ common stock beneficially owned by such Eligible Beneficial Owner as of closing, for which the Eligible Beneficial Owner received payment of the Acquisition Consideration, in a similar manner to that in which the DTC Participants paid the Acquisition Consideration in connection with the Acquisition. The Administrator may use information previously obtained in the 2023 Partial Settlement in order to ensure that no portion of the Net Settlement Fund is distributed to any Excluded Person, including information sufficient: (a) to identify the number of shares of Bioverativ common stock beneficially owned by each Excluded Person as of closing, (b) to identify the DTC Participant or non-Cede record holder through which such shares were held as of closing, and (c) to enable any relevant DTC Participant to identify and exclude from payment all shares of Bioverativ common stock beneficially owned by each Excluded Person as of closing (collectively, the "Excluded Person Information").

(c) With respect to Bioverativ common stock held of record at the closing of the Tender Offer and the Acquisition other than by Cede, as nominee for DTC (a "Closing Non-Cede Record Position"), provided that the Administrator first receives the necessary Record Holder Information, the Administrator will distribute the *pro rata* amount of the Net Settlement Fund attributable to the Eligible Record Holders by paying directly to each Eligible Record Holder an amount equal to the Per-Share Recovery times the number of shares of Bioverativ common stock comprising such Closing Non-Cede Record Position.

(d) The Net Settlement Fund shall be distributed to Settlement Payment Recipients only after the Effective Date of the Settlement and after all Administrative Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

(e) If there is any balance remaining in the Net Settlement Fund six (6) months after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Administrator shall, if feasible, distribute such balance among the Settlement Payment Recipients who received and deposited the Initial Distribution, in the same manner as the Initial Distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff's Counsel may file a motion for an administrative order instructing the Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated expenses, to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

(f) The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Settlement Payment Recipients to deposit settlement funds distributed by the Administrator, but the foregoing does not limit the right of the Defendants and Released Defendant Parties to enforce the terms of and their rights under the Stipulation.

VI. THE RELEASES

Pursuant to the Stipulation, in consideration of the benefits provided by the Settlement, the Judgment is proposed to, among other things, provide for dismissal of the Action with prejudice on the merits without fees, costs, or expenses to any Party or any of its attorneys, experts, advisors, agents, or representatives (except as provided in the Stipulation) and provide for the following releases.

Upon the Effective Date, Plaintiff and each and every member of the Class, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiffs' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 22 of the Stipulation, the other Released Plaintiff Parties and any and all of their respective predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees, whether immediate or remote, shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all Released Plaintiff's Claims against the Released Defendant Parties. For the avoidance of doubt, the releases described in this Paragraph shall not affect and are in addition to the releases set forth in the 2023 Partial Settlement.

Upon the Effective Date, Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 21 of the Stipulation, the other Released Defendant Parties, shall or shall be deemed to, fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

THE SETTLEMENT OF THE ACTION, IF APPROVED BY THE COURT, ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION, WILL INCLUDE, BUT NOT BE LIMITED TO, A RELEASE OF ALL CLAIMS WHICH WERE OR COULD HAVE BEEN ASSERTED IN THIS ACTION AGAINST THE RELEASED DEFENDANT PARTIES.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFF OR THE DEFENSES OF THE DEFENDANTS. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE ACTION WAS NOT SETTLED.

VII. CLASS CERTIFICATION DETERMINATION

On February 8, 2024, the Court certified a non-opt out Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and (b)(2) consisting of the Class Members.

At the Settlement Hearing, the Court will finally certify if: (a) the Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiff and Plaintiff's Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

VIII. REASONS FOR THE SETTLEMENT

Plaintiff and Plaintiff's Counsel have reviewed and analyzed the facts and circumstances relating to the claims asserted in the Action, as known by Plaintiff to date. Plaintiff's Counsel have reviewed a significant number of documents. Plaintiff's Counsel believe that they have received sufficient information to evaluate the merits of the proposed Settlement.

Plaintiff's Counsel have analyzed the evidence adduced during their investigation, and have researched the applicable law with respect to the claims of Plaintiff and the Class against the Defendants and the potential defenses thereto. Based on this investigation and discovery, Plaintiff has decided to enter into the Settlement, after taking into account, among other things, (i) the difficulty and risk of collecting any judgment; (ii) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiff's Claims; (iii) the probability of success on the merits of the Released Plaintiff's Claims; (iv) issues with respect to proof and possible defenses at trial and the delay and uncertainty that could be incurred by any appeal; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiff's Claims against Defendants through trial and appeals; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Non-Released Plaintiff's Claims.

The entry by Plaintiff and the Defendants into the Stipulation is not an admission as to the merit or lack of merit of any claims or defenses asserted in the Action. Each Party denies any and all allegations of wrongdoing, fault, liability, or damage in the Action. Neither the Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence, or an admission, or concession by any Party or their counsel, any Class Member, or any of the Released Defendant Parties or Released Plaintiff Parties, of any fault, liability, or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding.

IX. APPLICATION FOR ATTORNEYS' FEES, COSTS, AND EXPENSES

Concurrent with seeking final approval of the Settlement, Plaintiff's Counsel will submit an application or applications to the Court for an award for attorneys' fees in an amount not to exceed 30% of the Settlement Amount and an award of litigation expenses or charges (not awarded in connection with the 2023 Partial Settlement) in an amount not to exceed \$900,000, plus interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund until paid. Any such award will be paid out of, and not be in addition to, the Settlement Fund.

X. SETTLEMENT HEARING

The Court has scheduled a hearing, which will be held on September 12, 2024, at 9:15 a.m. (the "Settlement Hearing"), at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, to: (a) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action, confirm class certification, confirm the appointment of Plaintiff as class representative, and appoint Plaintiff's Counsel as class counsel; (b) determine whether the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class; (c) determine whether the Action should be dismissed with prejudice by entry of the Judgment pursuant to the Stipulation, releasing the Released Plaintiff's Claims and Released Defendants' Claims against the respective released parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties; (d) consider the application by Plaintiff's Counsel for attorneys' fees, costs, and payment of expenses; (e) hear and determine any objections to the Settlement and/or to the application of Plaintiff's Counsel for an award of attorneys' fees, costs, and expenses; and (f) rule on such other matters as the Court may deem appropriate.

The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the hearing on the application for attorneys' fees, costs, and expenses, without further notice to Class Members other than oral announcement at the Settlement Hearing or any adjournment thereof or a notation on the docket in the Action, and retains jurisdiction over the Parties and all Class Members to consider all further applications arising out of or connected with the proposed Settlement. The Court may also approve the Settlement at or after the Settlement Hearing with such modification(s) to the Stipulation as may be consented to by the Parties without further notice to Class Members. Further, the Court may render its judgment and order the payment of attorneys' fees, costs, and expenses, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

XI. RIGHT TO APPEAR AND OBJECT

Any Class Member who objects to the Settlement and/or the Judgment to be entered by the Court, and/or Plaintiff's Counsel's application for attorneys' fees, costs, and expenses, or otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant; **provided, however**, that no member of the Class may be heard and no papers or briefs submitted by or on behalf of any members of the Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than fourteen (14) calendar days before the Settlement Hearing (*i.e.*, by August 29, 2024), such person files with the Register in Chancery, the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and serves upon the attorneys listed below: (a) a written and signed notice of intention to appear, which states the name, address, telephone number, and email address (if available) of the objector and, if represented, his, her, or its counsel; (b) documentary evidence of membership in the Class; (c) a written and detailed statement of objections to any matter before the Court; and (d) the grounds therefor or the reasons for wanting to appear and be heard, as well as all documents or writings the Court shall be asked to consider. These writings must also be served, on or before such filing with the Court, by hand or first-class mail upon the following attorneys:

Kevin H. Davenport
John G. Day
PRICKETT, JONES & ELLIOTT, P.A.
1310 King Street, Box 1328
Wilmington, DE 19899

Christopher H. Lyons
ROBBINS GELLER RUDMAN &
DOWD LLP
1521 Concord Pike, Suite 301
Wilmington, DE 19803

Randall J. Baron
ROBBINS GELLER RUDMAN &
DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Counsel for Plaintiff

Stephen E. Jenkins
ASHBY & GEDDES
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, DE 19899

Tariq Mundiya
WILLKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, NY 10019

*Counsel for Defendants Sarissa Capital Management LP,
Sarissa Capital Domestic Fund LP, Sarissa Capital
Offshore Master Fund LP, Sarissa Capital Management GP
LLC and Dr. Alexander J. Denner*

Unless the Court otherwise directs, no person will be entitled to object to the approval of the Settlement, the Judgment to be entered in the Action, or the fee, cost, and expense application, nor will he, she, or it otherwise be entitled to be heard, except by serving and filing a written objection as described above.

Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including the right to appeal) and will be forever barred from raising such objection in this or any other action or proceeding.

Any Class Member who does not object to the Settlement, the fee, cost, and expense application, or any other matter stated above need not do anything.

XII. ORDER AND JUDGMENT OF THE COURT

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class, the Court will enter an Order and Final Judgment, which will, among other things:

- (a) Make final the Court's previous determination to certify the Class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);
- (b) Determine that Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action;
- (c) Determine that the form and manner of notice of the Settlement was the best notice practicable under the circumstances and fully complied with each of the requirements of due process, Delaware Court of Chancery Rule 23, and applicable law;
- (d) Determine that all members of the Class are bound by the Judgment;
- (e) Determine that the Settlement is fair, reasonable, and adequate and in the best interests of the Class;
- (f) Dismiss the Action with prejudice without the award of any fees, costs, or expenses or the grant of further relief except for the payments contemplated by the Stipulation;
- (g) Fully, finally, and forever release, settle, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims;
- (h) Bar and enjoin Plaintiff and any Class Members from instituting, commencing, or prosecuting any and all Released Plaintiff's Claims against any Released Defendant Party;
- (i) Award Plaintiff's Counsel such attorneys' fees, costs, and expenses as the Court deems fair and reasonable; and
- (j) Fully, finally, and forever, release, settle, and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims.

XIII. INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS

Brokerage firms, banks, and/or other persons or entities who held shares of Bioverativ common stock for the benefit of others must, within seven (7) days of the receipt of this Notice, either: (a) provide to the Administrator at the address below the name and last known address of each person or organization for whom or which you held any such securities during such time periods; or (b) request additional copies of this Notice from the Administrator at the address below, which will be provided to you free of charge, and, within seven (7) days of your receipt of such copies, mail the Notice directly to the beneficial owners of the securities referred to herein. You are entitled to reimbursement for your reasonable expenses incurred in connection with the foregoing, including reimbursement of postage expenses and the cost of ascertaining the names and addresses of beneficial owners. These expenses will be paid by the Administrator from the Settlement Fund upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Administrator at notifications@gilardi.com or at the following address:

Bioverativ Stockholder Settlement
c/o Gilardi & Co. LLC
P.O. Box 301170
Los Angeles, CA 90030-1170
1-866-726-4015

XIV. SCOPE OF THE NOTICE

The Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation, and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, claims which have been asserted in the Action, and the terms and conditions of the Settlement, including a complete copy of the Stipulation, Class Members are referred to the Court files in the Action. A complete copy of the Stipulation can also be found at www.bioverativstockholdersettlement.com.

You or your attorney may examine the Court files from the Action during regular business hours of each business day at the office of the Register in Chancery, the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801.

Questions or comments about the Settlement or the Action may be directed to counsel for the Plaintiff:

Kevin H. Davenport
John G. Day
PRICKETT, JONES & ELLIOTT, P.A.
1310 King Street, Box 1328
Wilmington, DE 19899

Christopher H. Lyons
ROBBINS GELLER RUDMAN
& DOWD LLP
1521 Concord Pike, Suite 301
Wilmington, DE 19803

Randall J. Baron
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

DO NOT WRITE OR TELEPHONE THE COURT.

Dated: June 26, 2024

BY ORDER OF THE COURT

Register in Chancery

Bioverativ Stockholder Settlement
c/o Gilardi & Co. LLC
P.O. Box 301170
Los Angeles, CA 90030-1170

IMPORTANT LEGAL DOCUMENTS ENCLOSED.

BIVS