

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, JOHN G. COX,
ANNA PROTOPAPAS, BRIAN S. POSNER,
LOUIS J. PAGLIA, GENO J. GERMANO, JOHN
T. GREENE, ANDREA DiFABIO, 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 PARTIAL 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 PARTIAL SETTLEMENT DESCRIBED BELOW, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED PARTIAL 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 of Proposed Partial Settlement of Class Action (this “Notice”) is to inform you of the proposed partial 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 John G. Cox (“Cox”), Anna Protopapas (“Protopapas”), Brian S. Posner (“Posner”), Louis J. Paglia (“Paglia”), Geno J. Germano (“Germano”), John T. Greene (“Greene”), and Andrea DiFabio (“DiFabio,” collectively, the “Settling Defendants” and together with the Plaintiff, the “Parties” and each a “Party”), and to dismiss certain claims against defendant Alexander J. Denner (“Denner”). Non-parties Bioverativ, Inc. (“Bioverativ” or the “Company”) and Sanofi, S.A. (“Sanofi”), along with Plaintiff and the Settling Defendants, have also agreed to the Settlement on the terms described herein and set forth in full in the Stipulation.

The Settlement resolves all actual and potential claims against the Settling Defendants arising from or relating to the acquisition of Bioverativ by Sanofi, whereby Bioverativ stockholders received \$105 in cash for each share of Bioverativ common stock. In consideration of the Settlement, a total of \$84 million (\$84,000,000) 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).

¹ The complete terms of the Settlement are set forth in the Stipulation and Agreement of Compromise and Partial 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.

This Notice also informs you of your right to participate in a hearing before the Court to be held on September 13, 2023, at 1:30 p.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 determine whether the Class should be certified for settlement purposes using the definition proposed by the Parties in the Stipulation and Agreement of Compromise and Partial Settlement dated April 14, 2023 (the "Stipulation"), and pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); whether the Court should approve the Settlement as fair, reasonable and adequate and in the best interests of the Class; whether the Plaintiff and the law firms of Prickett, Jones & Elliott, P.A., Cooch & Taylor P.A., Robbins Geller Rudman & Dowd LLP, and Johnson Fistel LLP (together, "Plaintiff's Counsel") have adequately represented the interests of the Class in the Action; whether the Action should be dismissed with prejudice as to (i) the Settling Defendants in full, and (ii) Denner as to Count I of the Complaint only by entry of the Order and Partial Final 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; and to consider other matters, including a request by Plaintiff's Counsel for an award of attorneys' fees, costs, and expenses incurred in connection with the prosecution of the Action, and any objections to the Settlement and/or the application of Plaintiff's Counsel for an award of attorneys' fees, costs, and expenses.

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 (i) the Settling Defendants in full, and (ii) Denner as to Count I of the Complaint only.

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") against Defendants, alleging (i) in Count I that defendants Denner, Cox, Protopapas, Posner, Paglia, and 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, Greene, and 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 Capital (defined in the Stipulation) in May 2017 based on 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 Capital (defined in the Stipulation) aided and abetted Denner's breaches of fiduciary duty for the conduct alleged in Count III.

On March 17, 2021, Defendants filed briefs in support of motions to dismiss Plaintiff's Complaint. Briefing on Defendants' motions to dismiss was completed on June 18, 2021.

On September 27, 2021, Plaintiff served his first request for production of documents. 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 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. As of the date of the execution of the Stipulation, Plaintiff has obtained and reviewed approximately 148,924 documents (over 1 million pages) from 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 and responded to three sets of interrogatories (88 interrogatories, excluding subparts) from Defendants. As of April 14, 2023, Plaintiff's Counsel has taken 13 depositions, including the depositions of all Settling Defendants, and propounded 33 interrogatories (excluding subparts) to each of the Settling Defendants.

Plaintiff, the Settling Defendants, Bioverativ, and Sanofi have engaged in substantial settlement negotiations, which included a June 10, 2022 mediation before former U.S. District Judge Layn R. Phillips following the exchange of opening and reply briefs. The first full-day mediation did not result in a settlement, but the parties periodically continued settlement discussions through Judge Phillips over the next nine months as the litigation progressed. Following additional written submissions to Judge Phillips informed by the evidence adduced during oral and written discovery, a second formal mediation session was held on March 12, 2023. At the end of this mediation session, Plaintiff, the Settling Defendants, Bioverativ, and Sanofi reached an agreement to settle the Released Plaintiff's Claims for \$84,000,000 in cash, subject to Court approval, the terms of which are reflected in the Stipulation.

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 set forth in the Stipulation provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiff's Claims; (ii) the probability of success on the merits of the Released Plaintiff's Claims; (iii) the inherent problems of proof associated with, and possible defenses to, the Released Plaintiff's Claims; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Released Plaintiff's Claims against the Settling Defendants through trial and appeals; and (vi) 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 believes 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.

The Settling 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 Settling Defendants asserts that, at all relevant times, he or she 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 Settling 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 Settling Defendants have or could have asserted. The Settling 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 (1) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation, and (2) finally and forever put to rest, resolve, and terminate the Released Plaintiff's Claims.

Plaintiff, for himself and on behalf of the Class, and the Settling Defendants, Bioverativ, and Sanofi agree that the Settlement is intended to and will resolve the Released Plaintiff's Claims against the Released Defendant Parties, Bioverativ, and Sanofi, but not the Non-Released Plaintiff's Claims against Denner and Sarissa Capital.

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 the Notice, publishing the Notice, reimbursements to nominee owners for forwarding the 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 a non-opt-out class consisting of any and all Persons who held outstanding shares of Bioverativ common stock, either of record or beneficially, at any time during the Class Period, 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.
- (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) "Escrow Agent" means Robbins Geller Rudman & Dowd LLP.
- (h) "Effective Date" means the first business day following the date the Judgment becomes Final.
- (i) "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.
- (j) "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.
- (k) "Excluded Persons" means Sanofi, Denner, Cox, Protopapas, Posner, Paglia, Germano, Greene, DiFabio, Sarissa Capital (defined in the Stipulation), 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) "Judgment" means the Order and Partial Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C to the Stipulation.

(o) "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.

(p) "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.

(q) "Released Defendant Parties" means the Settling Defendants, Denner and Sarissa Capital (only with respect to Counts I and II), 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 Settling Defendants' 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.²

(r) "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 Settling 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 institution, prosecution, settlement, or dismissal of 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.

(s) "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.

(t) "Released Plaintiff's Claims" means, as against the Released Defendant Parties, Bioverativ, and Sanofi, 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.

² For the avoidance of doubt, Denner and Sarissa Capital 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, 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 (collectively, the "Sarissa Parties and Affiliates") are not released as to the Non-Released Plaintiff's Claims.

(u) "Non-Released Plaintiff's Claims" means 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 \$105.00 per share, plus any pre- and post-judgment interest thereon. Nothing in the 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.

(v) "Sanofi" means Sanofi S.A., its subsidiaries, and its affiliates.

(w) "Settlement Fund" means the principal amount of \$84 million (\$84,000,000) in cash, plus any interest that may accrue on that sum after it is deposited in the Account.

(x) "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 and the Settling Defendants shall expressly waive, and each of the Class Members and Released Defendant Parties (other than the Sarissa Parties and Affiliates) 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 and the Settling Defendants acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties (other than the Sarissa Parties and Affiliates) 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 and the Settling Defendants, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties (other than the Sarissa Parties and Affiliates), 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 and the Settling Defendants also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties (other than the Sarissa Parties and Affiliates) 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, on behalf of the Settling Defendants, Bioverativ and Sanofi shall cause a total of \$84 million (\$84,000,000) 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 II.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, Bioverativ, Sanofi, and their respective 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 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 first receives 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 Settling Defendants as to themselves, Settling Defendants’ Counsel as to their respective clients, Bioverativ, and Sanofi shall make commercially reasonable efforts to cooperate with Plaintiff’s Counsel and the Administrator to obtain information from the Excluded Persons and, as applicable, the relevant DTC Participants 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 Eligible Class Members only after the Effective Date of the Settlement and after all Notice and 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, the Settling 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.

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 as to (i) the Settling Defendants in full, and (ii) Denner as to Count I of the Complaint only, 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 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 (as defined herein), Bioverativ, and Sanofi from and with respect to every one of the Released Plaintiff's Claims (as defined herein) 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, Bioverativ, or Sanofi.

Upon the Effective Date, the Settling Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants' Claims (defined herein) on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶19 of the Stipulation, the other Released Defendant Parties (other than the Sarissa Parties and Affiliates), shall or shall be deemed to, fully, finally, and forever release, settle, and discharge the Released Plaintiff Parties (defined herein) from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth herein, 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.

Upon the Effective Date, any claims (i) against any of the Settling Defendants, or (ii) by any of the Settling Defendants against any other Person, in which the injury claimed is the claimant's actual or threatened liability to Plaintiff or any other Class Member, arising out of or relating to the subject matter of the Action, including without limitation any third party claims for contribution in accordance with 10 Del. C. § 6304 and any similar laws and statutes, are hereby barred; *provided, however*, that any claims by a Settling Defendant for advancement, indemnification, and insurance arising out of or relating to the Action shall not be barred.

Pursuant to 10 Del. C. § 6304, if any of the Settling Defendants are determined by the Court to be joint tortfeasors with Denner or Sarissa Capital for the Non-Released Plaintiff's Claims and jointly and severally liable for damages for the Non-Released Plaintiff's Claims, then damages jointly recoverable against any tortfeasor will be reduced by the greater of (a) the Settlement Amount, and (b) the *pro rata* share of the responsibility or liability for such damages, if any, of the Settling Defendants, should it be determined that any of the Settling Defendants are joint tortfeasors. This language is intended to comply with 10 Del. C. § 6304(b) so as to preclude any liability of the Settling Defendants to any joint tortfeasor for contribution for the Non-Released Plaintiff's Claims.

THE PARTIAL 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, EXCEPT FOR DENNER AND SARISSA CAPITAL.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFF OR THE DEFENSES OF THE SETTLING 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 April 26, 2023, in accordance with the proposed class definition in the Stipulation, the Court entered the Scheduling Order preliminarily certifying, for settlement purposes only, a non-opt-out class, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) consisting of the Class Members.

At the Settlement Hearing, the Court will determine 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 has reviewed a significant number of documents. Plaintiff's Counsel believes that they have received sufficient information to evaluate the merits of the proposed Settlement.

Plaintiff's Counsel has analyzed the evidence adduced during their investigation, and has researched the applicable law with respect to the claims of Plaintiff and the Class against the Settling 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 substantial benefits to members of the Class from the Settlement; (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) the inherent problems of proof associated with, and possible defenses to, the Released Plaintiff's Claims; (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 the Settling 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.

The entry by Plaintiff and the Settling 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 intends to petition the Court for an award for attorneys' fees in an aggregate amount not to exceed 25% of the Settlement Amount plus expenses incurred in connection with the Action and any 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 Settlement Hearing, which will be held on September 13, 2023, at 1:30 p.m. (the "Settlement Hearing Date"), 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 the Class should be certified for settlement purposes using the definition proposed by the Parties in the Stipulation and pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action; (c) determine whether the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class; (d) determine whether the Action should be partially dismissed with prejudice by entry of 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; (e) consider the application by Plaintiff's Counsel for attorneys' fees, costs, and payment of expenses; (f) 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/or to payment of an incentive award; and (g) 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. In addition, Plaintiff's Counsel may seek, and the Court may grant, a postponement of the Settlement Hearing if the Administrator does not receive the DTC Information and the Excluded Person Information at least five business days before the scheduled date of the Settlement Hearing. 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 30, 2023**), 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:

<p>Kevin H. Davenport John G. Day PRICKETT, JONES & ELLIOTT, P.A. 1310 King Street Wilmington, DE 19801</p> <p>Randall J. Baron ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101</p> <p>Christopher H. Lyons ROBBINS GELLER RUDMAN & DOWD LLP 414 Union Street, Suite 900 Nashville, TN 37219</p> <p><i>Attorneys for Plaintiff</i></p>	<p>Matthew D. Stachel PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP 500 Delaware Avenue, Suite 200 Post Office Box 32 Wilmington, DE 19899-0032</p> <p>Elena C. Norman YOUNG CONAWAY STARGATT & TAYLOR, LLP Rodney Square, 1000 N. King Street Wilmington, DE 19801</p> <p><i>Attorneys for the Settling Defendants</i></p>	<p>John Neuwirth WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, NY 10153-0119</p> <p><i>Attorney for Sanofi S.A. and Bioverativ, Inc.</i></p>
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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 Partial 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) for purposes of the Settlement;
- (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) Partially 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, Bioverativ, and Sanofi 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, Bioverativ, or Sanofi;
- (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 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 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

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 Wilmington, DE 19801	Randall J. Baron ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101	Christopher H. Lyons ROBBINS GELLER RUDMAN & DOWD LLP 414 Union Street, Suite 900 Nashville, TN 37219
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DO NOT WRITE OR TELEPHONE THE COURT.

Dated: April 26, 2023

BY ORDER OF THE COURT

Register in Chancery