

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

NICHOLAS MILLER, Individually
and On Behalf of All Others
Similarly Situated,

Plaintiff,

v.

EAGLE PHARMACEUTICALS,
INC., SCOTT TARRIFF, and
BRIAN CAHILL,

Defendants.

Case No. 2:23-CV-23011-MAH

**DECLARATION OF GARTH SPENCER IN SUPPORT OF: (I)
PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND PLAN OF ALLOCATION; AND (II) LEAD
COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

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TABLE OF EXHIBITS TO DECLARATION

EXHIBIT	TITLE
1	Excerpts from Edward Flores, Svetlana Starykh, and Ivelina Velikova, <i>Recent Trends In Securities Class Action Litigation: 2025 Full-Year Review</i> (NERA January 21, 2026)
2	Declaration of Eric D. Evans on Behalf of Lead Plaintiff Evans Associates I, LLC in Support of: (1) Plaintiffs' Motion for Final Approval of Class Action Settlement and Plan of Allocation; and (2) Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses
3	Declaration of Named Plaintiff Nicholas Miller in Support of: (1) Plaintiffs' Motion for Final Approval of Class Action Settlement and Plan of Allocation; and (2) Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses
4	Declaration of Named Plaintiff Liyu Wang in Support of: (1) Plaintiffs' Motion for Final Approval of Class Action Settlement and Plan of Allocation; and (2) Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses
5	Declaration of Named Plaintiff Joanna Pluta in Support of: (1) Plaintiffs' Motion for Final Approval of Class Action Settlement and Plan of Allocation; and (2) Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses
6	Declaration of Melissa Mejia Regarding: (A) Mailing/Emailing of the Postcard Notice; (B) Publication of the Summary Notice; and (C) Report on Claims Received to Date; and (D) Requests for Exclusion Received to Date
7	Table of Select Third Circuit Cases with 33% or Higher Fee Awards
8	[Reserved]
9	Declaration of Garth Spencer, Esq. in Support of Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses, Filed on Behalf of Glancy Prongay Wolke & Rotter LLP
10	Declaration of Jack I. Zwick, Esq. in Support of Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses

11	Declaration of James E. Cecchi, Esq. in Support of Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses, Filed on Behalf of Carella, Byrne, Cecchi, Brody & Agnello, P.C.
12	Survey of Law Firm Billing Rates – Plaintiffs' and Defense Firms
13	Eagle Pharmaceuticals, Inc., Condensed Consolidated Financial Statements as of June 30, 2025 and for the Three and Six Month Periods Ended June 30, 2025 and 2024
14	<i>In re Virgin Mobile USA IPO Litig.</i> , No. 07-cv-5619, ECF No. 146 (D.N.J. Dec. 8, 2010) (fee order)
15	<i>San Antonio Fire and Police Pension Fund et al v. Dole Food Company Inc. et al</i> , No. 1:15-cv-1140, ECF No. 100 (D. Del. Jul. 18, 2017) (fee order)
16	<i>Sun v. Han et al.</i> , No. 2:15-cv-00703-JMV-MF, ECF No. 77 (D.N.J. Mar. 6, 2018) (fee order)

I, Garth Spencer, declare the following pursuant to 28 U.S.C. §1746:

1. Glancy Prongay Wolke & Rotter LLP (“GPWR”) serves as lead counsel (“Lead Counsel”) for the Settlement Class and for the Court-appointed Lead Plaintiff Evans Associates I, LLC (“Lead Plaintiff”), and additional named plaintiffs Nicholas Miller, Liyu Wang, and Joanna Pluta (collectively, “Plaintiffs”) in this Action.¹ I am a partner with GPWR. I make this declaration in support of the concurrently filed: (a) Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and Plan of Allocation; and (b) Lead Counsel’s Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses. I have personal knowledge of the matters stated herein, and if called upon could and would competently testify thereto under oath.

2. As set forth in the memorandum in support of Plaintiffs’ final approval motion (“Final Approval Memorandum”), Plaintiffs seek final approval of the \$9,500,000 Settlement for the benefit of the Settlement Class, as well as final approval of the proposed Plan of Allocation of the Net Settlement Fund to eligible Settlement Class Members.

3. As set forth in the memorandum in support of Lead Counsel’s fee and expense motion (“Fee Memorandum”), Lead Counsel seek an award of attorneys’

¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the Stipulation and Agreement of Settlement dated March 13, 2026. ECF No. 62-3.

fees in the amount of 33¹/₃% of the Settlement Fund (which, by definition, includes interest accrued thereon). Lead Counsel also seek reimbursement of Litigation Expenses in the total amount of \$147,360.81, which includes Plaintiffs' Counsel's total out-of-pocket litigation costs in the amount of \$112,360.81, and a total of \$35,000 to Plaintiffs, pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA") for their costs, including lost wages, incurred in connection with their representation of the Settlement Class.

4. The Court preliminarily approved the proposed Settlement by Order dated May 18, 2026 (ECF No. 65, the "Preliminary Approval Order"), and therein directed notice of the Settlement to be disseminated to the Settlement Class. Pursuant to the Preliminary Approval Order, Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the Court-approved Claims Administrator, implemented a comprehensive notice program under the direction of Lead Counsel, whereby notice was given to potential Settlement Class Members by mail and by publication.

5. As of July 13, 2026, notice has been distributed to a total of 970 potential Settlement Class Members and/or their nominees, and thus far, there has not been a single request for exclusion or objection. *See* Ex. 6 ("Mejia Decl.") ¶¶11, 21.

I. INTRODUCTION

6. This is a federal securities class action pursuant to Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder and Section 20(a) of the Exchange Act. Plaintiffs asserted claims against Defendant Eagle Pharmaceuticals, Inc. (“Eagle” or the “Company”) and Defendants Scott Tarriff and Brian Cahill (together, the “Individual Defendants,” and together with the Eagle, “Defendants”). Tarriff and Cahill were, respectively, Eagle’s CEO and CFO during portions of the Settlement Class Period.

7. On July 11, 2025, Plaintiffs filed the Amended Class Action Complaint for Violations of the Federal Securities Laws (ECF No. 27, the “Complaint”). The Complaint alleged that during the Settlement Class Period the Defendants made materially misleading statements and omitted material facts regarding the amount of revenue derived from sales of Eagle’s drug Pemfexy, and the effectiveness of Defendants’ internal controls over financial reporting.

8. The proposed Settlement provides for the resolution of all claims in the Action in exchange for a cash payment of \$9,500,000 (the “Settlement Amount”) for the benefit of the Settlement Class. As detailed herein, Plaintiffs and Lead Counsel believe that the proposed Settlement represents an excellent result for the Settlement Class considering the significant risks remaining in the Action. Such risks include, but are not limited to, Defendants’ motion to dismiss, which has not

yet been decided, the risks that would be faced at class certification, summary judgment, trial and on appeal, and risks relating to the collectability of any judgment.

9. Additionally, the \$9,500,000 cash Settlement Amount is well within the range of reasonableness under the circumstances to warrant final approval of the Settlement. Plaintiffs' damages expert estimates that if Plaintiffs had *fully prevailed* on their claims, if the Court certified the same class as the Settlement Class, and if the Court and jury accepted Plaintiffs' damages theory—*i.e.*, Plaintiffs' best case scenario—the total *maximum* damages would be approximately \$104.6 million. Thus, the \$9,500,000 Settlement Amount represents approximately 9.1% of the total *maximum* damages *potentially* available in this Action. Moreover, the Settlement Amount is approximately 16.6% of Lead Counsel's estimate of \$57.3 million of damages if Defendants were to succeed on certain of their loss causation arguments.

10. Under either scenario, the recovery is well above the 3.2% to 4.4% median settlement values for securities class actions with comparable damages. *See* Ex. 1 (Excerpts from Edward Flores, Svetlana Starykh, and Ivelina Velikova, *Recent Trends In Securities Class Action Litigation: 2025 Full-Year Review* (NERA January 21, 2026) ("NERA Report")) at p. 27, Fig. 23 (median recovery for securities class actions that settled in the last ten years was 3.2% for cases with estimated damages between \$100-\$199 million, and 4.4% for cases with estimated damages between \$50-\$99 million). Consequently, the amount recovered by

Plaintiffs, when balanced against the risks of continued litigation, is well within the range of reasonableness, and weighs strongly in favor of final approval.

11. The proposed Settlement is also the result of arm's length negotiations between well-informed, highly experienced counsel, with the aid and oversight of an experienced neutral mediator, amid contested litigation. *See* Ex. 9-C (GPWR firm résumé); Ex. 11-C (Carella Byrne firm résumé); Ex. 10-C (Zwick firm résumé). Plaintiffs' Counsel's efforts in the litigation of this Action involved, among other things: (a) conducting an extensive investigation into Defendants' alleged Exchange Act violations; (b) working with an investigator to locate and interview former employees of Eagle who have relevant knowledge; (c) consulting with experts in the fields of accounting, loss causation and damages; (d) drafting the comprehensive Complaint; (e) reviewing Defendants' motion to dismiss the Complaint and conducting substantial research and briefing opposing Defendants' motion to dismiss; (f) participating in mediation under the auspices of a well-respected mediator of complex cases—Caroline Cheng, Esq.; (g) drafting, negotiating, and executing a confidential Term Sheet, which included a provision to allow Plaintiffs to conduct informal discovery to further assess the reasonableness of the proposed Settlement; and (h) conducting significant informal discovery, which included review and analysis of over 115,000 pages of documents produced by Eagle concerning the matters alleged in the Complaint.

12. In preparation for the Parties' mediation, Plaintiffs' Counsel drafted a mediation statement and thoroughly reviewed and analyzed Defendants' mediation statement. Plaintiffs' Counsel also prepared for, and engaged in, a full-day mediation session overseen by Ms. Cheng, which ended without an agreement to settle. However, in the months that followed the mediation Ms. Cheng conducted additional negotiations. The negotiations were informed by, *inter alia*, the Parties' motion to dismiss briefing, their mediation submissions addressing factual and legal bases for the Parties' positions, and discussions during the full-day mediation session. The negotiations culminated in the Parties accepting Ms. Cheng's recommendation to settle the Action for \$9,500,000.

13. Based on the foregoing efforts, Plaintiffs and Lead Counsel are well informed of the strengths and weaknesses of the claims and defenses in the Action, and believe the Settlement represents an excellent outcome for the Settlement Class and is in the best interests of its members. For all the reasons set forth herein and in the accompanying memoranda and declarations, Plaintiffs and Lead Counsel respectfully submit that the Settlement is "fair, reasonable, and adequate" in all respects, and that the Court should grant final approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

14. In addition, Plaintiffs seek approval of the proposed Plan of Allocation as fair and reasonable. As discussed in further detail below, Lead Counsel developed

the Plan of Allocation with the assistance of a damages consultant. The Plan of Allocation provides for the distribution of the Net Settlement Fund to each Authorized Claimant on a *pro rata* basis based on their Recognized Loss amounts.

15. Finally, Lead Counsel, on behalf of Plaintiffs' Counsel, seeks approval of their request for attorneys' fees and reimbursement of Litigation Expenses. As discussed in detail in the accompanying Fee Memorandum, the requested 33 $\frac{1}{3}$ % fee is within the range of awards granted by courts in this Circuit in comparable securities class actions. Additionally, the fairness and reasonableness of the request is confirmed by lodestar/multiplier cross-check, and warranted given the extent and quality of the work performed and the substantial result achieved. Likewise, the requested out-of-pocket litigation costs of \$112,360.81 and the requested total of \$35,000 in reimbursement to Plaintiffs pursuant to the PSLRA are also fair and reasonable. Accordingly, for the reasons set forth in the Fee Memorandum and for the additional reasons set forth herein, Lead Counsel respectfully submits that the request for attorneys' fees and reimbursement of Litigation Expenses be approved.

II. PROSECUTION OF THE ACTION

A. Background

16. Plaintiffs allege that Defendants made materially false and misleading statements during the period from August 9, 2022 through October 1, 2024, both dates inclusive (the "Settlement Class Period") concerning (a) Eagle's revenue from

sales of its drug Pemfexy in the second quarter of 2022; and (b) the effectiveness of the Company's internal controls over financial reporting. Specifically, the Complaint alleges Defendants improperly recognized revenue from an alleged sham sale of Pemfexy to a wholesale customer at the end of the second quarter of 2022. Defendants, among their many arguments against the claims pled in the Complaint, vigorously disputed that any sham sale took place.

17. Plaintiffs allege in the Complaint that as a result of Defendants' materially false and misleading statements, the price of Eagle's publicly traded common stock was artificially inflated and declined when the truth was revealed. The Complaint alleges multiple corrective disclosures. On May 9, 2023, Eagle announced decreased cash balances, increased debt, and increased accounts receivable. On November 9, 2023 Eagle announced that it was delaying its third quarter 2023 financial results to review potential adjustments relating to Pemfexy. On November 29, 2023 Eagle announced Defendant Tarriff's resignation. On October 2, 2024, Eagle announced that its financial statements from the second quarter of 2022 forward must be restated. The Complaint alleges that Eagle's stock price declined in response to each of these alleged corrective disclosures.

B. Commencement Of The Action And Appointment Of Lead Plaintiff And Lead Counsel

18. On December 11, 2023, Plaintiffs' Counsel filed a class action complaint (ECF No. 1) on behalf of Plaintiff Nicholas Miller in the United States

District Court for the District of New Jersey (the “Court”), styled *Miller v. Eagle Pharmaceuticals, Inc.*, Case No. 2:23-cv-23011, and asserting claims under Sections 10(b) and 20(a) of the Exchange Act, 15 U.S.C. §§ 78j(b), 78t(a), and under Rule 10b-5, 17 C.F.R. § 240.10b-5.

19. On February 9, 2024, Plaintiffs’ Counsel moved for appointment of Evans Associates I, LLC as lead plaintiff (ECF No. 8). In an opinion (ECF No. 20) and order (ECF No. 21) dated August 19, 2024, the Court appointed Evans Associates I, LLC as Lead Plaintiff and approved Lead Plaintiff’s selection of Glancy Prongay & Murray LLP (now known as Glancy Prongay Wolke & Rotter LLP) to serve as Lead Counsel and Carella, Byrne, Cecchi, Brody & Agnello, P.C. (“Carella Byrne”) to serve as Liaison Counsel for the putative class.

C. The Parties Stipulated To Await Eagle’s Planned Financial Restatement For The Filing Of An Amended Complaint And Motions To Dismiss

20. After its appointment by the Court, Lead Plaintiff stipulated with Defendants to a schedule for the filing of an amended complaint and motion to dismiss briefing, which provided for the filing of an amended complaint by October 18, 2024. On August 29, 2024, the Court so-ordered the proposed schedule. *See* ECF No. 23.

21. On October 2, 2024, while Lead Counsel was investigating and preparing an amended complaint, Eagle filed a Form 8-K with the SEC publicly

stating that its financial statements dating back to the quarter ended June 30, 2022 should no longer be relied upon and should be restated. *See* ECF No. 25.

22. On October 7, 2024, the Court so-ordered the Parties' stipulated revised schedule that provided, among other things, that Lead Plaintiff would file an amended complaint within 45 days of Eagle's publication of restated financial statements for the periods from the second quarter of 2022 to the second quarter of 2023. *Id.*

D. Plaintiffs' Counsel's Comprehensive Investigation And Preparation Of The Draft Amended Complaint Leading Up To The Parties' Mediation Session

23. Following the Court's appointment of Lead Plaintiff and Lead Counsel, Plaintiffs' Counsel conducted a comprehensive investigation into Defendants' allegedly wrongful acts, which included, among other things: (a) review and analysis of regulatory filings made by Eagle with the United States Securities and Exchange Commission ("SEC"); (b) review and analysis of press releases, media reports, presentations, and conference calls issued and disseminated by Eagle; (c) review and analysis of documents filed in other legal actions involving Eagle and/or Defendant Tarriff; (d) consultations with an accounting expert and research regarding relevant accounting standards; (e) consultations with an expert in the field of loss causation and damages; and (f) working with a private investigator to interview former employees of Eagle.

24. On April 29, 2025, Plaintiffs' Counsel and Defendants' Counsel participated in a full-day, in-person mediation session with their agreed mediator, Caroline Cheng, Esq. of Phillips ADR Enterprises. In advance of that session, Plaintiffs provided Defendants with a draft amended complaint, and the Parties exchanged, and provided to Ms. Cheng, detailed mediation statements and exhibits, which addressed the issues of both liability and damages. The session ended without an agreement being reached; however, Ms. Cheng continued to work with the Parties over the following weeks and months.

25. Throughout the pendency of this Action, both before and after the Parties' mediation and the filing of the Complaint, Plaintiffs' Counsel have continued to investigate the underlying facts, regularly monitoring Eagle's SEC filings, press releases, and other relevant sources of public information. Plaintiffs' Counsel continuously conducted such research in order to discover additional information that would strengthen their case to overcome Defendants' anticipated motion to dismiss, better prepare Plaintiffs to conduct discovery, and place Plaintiffs in the strongest possible position for the Parties' settlement discussions.

E. Plaintiffs' Filing Of The Amended Complaint And Opposition To Defendants' Motion To Dismiss, And Further Settlement Negotiations

26. As time progressed without Eagle filing restated financials, Plaintiffs wished to advance their case and to avoid any potential statute of limitations issues

that could result from waiting to file their amended complaint. On July 10, 2025, the Parties stipulated to a revised schedule for Plaintiffs' amended complaint and Defendants' response thereto. ECF No. 26.

27. On July 11, 2025, Plaintiffs filed and served the Complaint asserting claims against: (i) Defendants Eagle, Scott Tarriff, and Brian Cahill under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder; and (ii) Defendants Tarriff and Cahill under Section 20(a) of the Exchange Act. ECF No. 27. Among other things, the Complaint alleged that Defendants made materially misleading statements and omitted material facts regarding the amount of Eagle's revenue derived from Pemfexy sales and the effectiveness of Defendants' internal controls over financial reporting. The Complaint further alleged that the price of Eagle's publicly traded common stock was artificially inflated during the class period as a result of Defendants' allegedly false and misleading statements, and declined when the truth was revealed.

28. On August 25, 2025, Defendants Eagle and Cahill filed a motion to dismiss the Complaint, and Defendant Tarriff filed a notice of joinder in the motion to dismiss. ECF Nos. 33-34.

29. After continuing negotiations and discussions with the Parties, Ms. Cheng made a double-blind mediator's recommendation to resolve the Action for \$9,500,000 in cash for the benefit of the Settlement Class. On September 30, 2025,

Ms. Cheng announced that each of the Parties had accepted the mediator's proposal. Thereafter, the Parties negotiated concerning the terms of an agreement in principle to settle the Action to be set forth in a settlement term sheet.

30. On October 9, 2025, in an abundance of caution to protect the claims of Plaintiffs and the Settlement Class should the Parties' negotiations not result in a final settlement agreement, Plaintiffs filed their papers in opposition to the motion to dismiss. ECF No. 42. The Parties then continued to negotiate the terms of an agreement in principle to settle the Action.

31. On October 24, 2025, Defendants, with Plaintiffs' consent, advised the Court that an agreement in principle to resolve the Action had been reached, and requested an extension of the deadline to file Defendants' reply brief in support of the motion to dismiss, which extension the Court granted. ECF Nos. 43-44.

F. Further Settlement Negotiations, Settlement-Related Discovery, And The Settlement's Preliminary Approval

32. After further negotiations between the Parties, the agreement in principle to settle the Action was memorialized in a term sheet dated November 5, 2025 (the "Term Sheet"). The Term Sheet sets forth, among other things, the Parties' agreement to settle and release all claims asserted against Defendants in the Action in return for a cash payment by or on behalf of Defendants of \$9,500,000 for the benefit of the Settlement Class, subject to certain terms and conditions, and

contemplates the execution of a customary “long form” stipulation and agreement of settlement and related papers.

33. Following the execution of the Term Sheet, the Parties met and conferred concerning Defendants’ provision of discovery to enable Plaintiffs to further evaluate the fairness, reasonableness, and adequacy of the Parties’ agreement in principle. On December 2, 2025, the Parties entered into a stipulation providing for confidential treatment of the discovery materials produced by Defendants, which the Court so-ordered on December 3, 2025. ECF No. 48. From December 8, 2025 to January 29, 2026, Defendants produced approximately 115,000 pages of documents, including accounting memos and spreadsheets, contracts between Eagle and its customers, materials from Eagle’s Board of Directors, emails, and additional documents relating to Pemfexy’s shelf life, projected demand, customer inventories, and other relevant subjects. After reviewing and analyzing Defendants’ initial document productions, Plaintiffs made supplemental document and metadata requests to Defendants. In response, Defendants produced additional requested documents and metadata. After evaluating the discovery produced, Plaintiffs’ Counsel concluded that it supports the fairness, reasonableness, and adequacy of the Parties’ agreement in principle.

34. As the Parties were conducting the confidential discovery process, Plaintiffs’ Counsel prepared and shared with Defendants’ Counsel the first draft of

the Stipulation and its exhibits. During and after the settlement-related informal discovery process, the Parties continued to negotiate concerning the terms of the long form stipulation and agreement of settlement and related papers, exchanging multiple drafts. After substantial negotiations, the Parties ultimately executed the Stipulation dated March 13, 2026. ECF No. 62-3.

35. On March 26, 2026, Plaintiffs filed their Unopposed Motion for: (I) Preliminary Approval of Class Action Settlement; (II) Certification of the Settlement Class; and (III) Approval of Notice Of Settlement. ECF No. 62. On May 18, 2026, the Court held a remote hearing on the preliminary approval motion. By order dated May 18, 2026, and entered on the docket on May 20, 2026, the Court issued its Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order”). ECF No. 65. Plaintiffs’ Counsel then worked with Epiq, the Court-approved Claims Administrator, to carry out the notice program as set forth in the Preliminary Approval Order (*see infra* Section IV), and continued preparing their motion papers in support of final approval of the Settlement.

III. THE RISKS OF CONTINUED LITIGATION

36. The Settlement provides an immediate and certain benefit to the Settlement Class in the form of a non-reversionary cash payment of \$9,500,000. As explained more fully below, there were significant risks that the Settlement Class might recover substantially less than the Settlement Amount—or nothing at all—if

the case were to proceed through additional litigation to a jury trial, followed by the inevitable appeals.

37. Considering the benefits of the Settlement in relation to the significant risks of continued litigation, it is my opinion, as Lead Counsel for Plaintiffs and the Settlement Class, that the Settlement is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class. Plaintiffs, who actively participated in the case and were informed of its progress, also believe that the proposed Settlement provides a fair, reasonable, and adequate recovery for the Settlement Class, particularly in light of the risks of continued litigation. Ex. 2 ¶¶8-9; Ex. 3 ¶¶7-8; Ex. 4 ¶¶7-8; Ex. 5 ¶¶7-8.

A. Risks To Overcoming Defendants' Motion To Dismiss

38. Defendants raised a number of arguments in their motion to dismiss the Complaint, including, *inter alia*, that: (i) Defendants had no motive to commit fraud, as Cahill did not sell any Eagle shares during the class period and Tarriff sold only 4% of his total holdings; (ii) the Complaint's allegations sourced from the complaint filed in an employment lawsuit by former Eagle officer Michael Moran, with whom Plaintiffs' Counsel were unable to speak to confirm his allegations, should not be credited; (iii) even if considered, the allegations based on Moran's complaint were insufficiently particularized under Rule 9(b) and the PSLRA; (iv) the Complaint does not allege sufficient detailed facts to plead unlawful channel stuffing or a sham

transaction; (v) the Complaint does not plead which of Eagle's internal controls over financial reporting were allegedly deficient, or that Defendants were aware of any such deficiency during the class period; (vi) the financial reporting challenged by Plaintiffs consisted of statements of opinion subject to heightened pleading standards, and no facts were pled to show Defendants did not believe those opinions; (vii) the May 9, 2023 alleged corrective disclosure merely revealed poor financial results, with no connection to the alleged misconduct or challenged statements; and (viii) none of the other alleged corrective disclosures revealed the alleged fraud. Any one of these arguments could have substantially narrowed, or in some cases resulted in outright dismissal of, Plaintiffs' claims.

39. While Plaintiffs believe they have strong arguments in opposition to the motion to dismiss the SAC as set forth in their opposition brief (ECF No. 42), there is no guarantee that the Court would have denied the motion.

40. The risks to overcoming a motion to dismiss are substantial in a securities fraud class action such as this one, in part because of the heightened pleading requirements of the PSLRA and Rule 9(b), and the PSLRA's bar on discovery during the pendency of a motion to dismiss. A high proportion of motions to dismiss filed in securities class actions are granted in whole or in part. *See* Ex. 1, NERA Report, at p. 18, Fig. 15 (over 2016-2025, for motions to dismiss that were filed in securities class actions and that were resolved by court decision: 55% were

granted; an additional 7% granted without prejudice; an additional 21% partially granted; and only 17% fully denied).

41. Therefore, despite their belief in the merits of this case, Plaintiffs' Counsel recognized that Defendants' motion to dismiss presented substantial risk.

B. Risks To Proving Liability

42. In addition to the risks posed by Defendants' motion to dismiss, Plaintiffs would face numerous additional risks at summary judgment and trial, including proving Defendants' liability through admissible evidence. Defendants forcefully argued in their motion to dismiss that Plaintiffs could not establish the elements of their Exchange Act claims, and undoubtedly would have continued to argue at summary judgment and trial that the evidence did not support those claims.

43. For example, Defendants argued in their motion to dismiss, and likely would have continued to argue throughout the case, that Eagle's accounting for Pemfexy sales consisted of "routine business and accounting judgments," that "no contemporaneous documents, internal data, or other facts show[] that anyone at Eagle believed the accounting was wrong when issued," and that Eagle's later decision to restate its financials "reflect[s] updated estimates and a single timing deferral amid a volatile launch—not deceit. The far stronger inference is good-faith business judgment under uncertainty." ECF No. 33-1 at 1-2.

44. More specifically, Defendants argued that Eagle recognized revenue from Pemfexy, “net of fees, discounts, chargebacks, and rebates, [which] requires estimates based on the information reasonably available at the time,” and that Eagle recorded “return-reserve estimates that reduce net revenue,” based on information including “wholesaler sales and inventory data, third-party prescription data, historical return rates for comparable products, projected shelf life, and contractual caps on wholesaler inventory levels.” *Id.* at 4. Based on the foregoing, Defendants argued that Eagle’s accounting for Pemfexy reflected complex “judgment calls,” that were based on the best information available at the time, and were therefore not actionably misleading or made with scienter. *Id.*

45. Plaintiffs expect that Defendants would have offered substantial evidence in support of such arguments, including contemporaneous accounting workpapers, and testimony from Eagle personnel as to the reasonableness of, and their genuine belief in, the accounting judgments at issue. Plaintiffs would have faced a substantial burden to develop contrary evidence sufficient to prove their claims, through Eagle’s internal records and the testimony of potentially adverse witnesses.

46. Plaintiffs also expect they would have needed to provide expert testimony on issues relating to sales practices in the pharmaceutical industry, and relevant accounting rules. Plaintiffs expect Defendants would have offered rebuttal

expert testimony on these issues to show that Eagle's sales and accounting practices were not out of the ordinary, let alone so drastically unusual as to support Plaintiffs' argument that Defendants knowingly entered into a sham transaction with intent to defraud Eagle's investors.

47. In sum, even if the Complaint survived Defendants' motion to dismiss there were substantial risks to Plaintiffs' ability to prove their case. Had the litigation continued there was no guarantee that documents and deposition testimony obtained during fact discovery would support Plaintiffs' narrative. Additionally, if Plaintiffs advanced past summary judgment and proceeded to trial, substantial uncertainty remained as to how a trier of fact would view each side's competing evidence and narrative of the events at issue.

C. Risks To Proving Loss Causation And Damages

48. Assuming Plaintiffs overcame the above risks and established Defendants' liability, Plaintiffs would have confronted considerable challenges in establishing loss causation and class-wide damages.

49. Plaintiffs alleged four disclosures giving rise to loss causation: (i) on May 9, 2023, Eagle reported its first quarter earnings, revealing decreased cash, and increased debt and accounts receivable, which Plaintiffs argued was a materialization of the risks concealed by Defendants' allegedly falsified financial statements, and which Plaintiffs argued resulted in Eagle stock price declines on

May 9-10, 2023; (ii) on November 9, 2023, Eagle announced that it was delaying the release of its third quarter financial statements to review potential adjustments relating to Pemfexy sales, which Plaintiffs argued resulted in an Eagle stock price decline on that day; (iii) on November 29, 2023, Eagle announced the resignation of Defendant Tarriff, which Plaintiffs argued resulted in an Eagle stock price decline on that day; and (iv) on October 2, 2024, Eagle announced that its financial statements from the second quarter of 2022 forward need to be restated, and which Plaintiffs argued resulted in Eagle stock price declines on October 2-4, 2024. Complaint ¶¶120-46.

50. While Plaintiffs would have argued that those declines in the price of Eagle's common stock were attributable to corrections of the alleged misstatements and materializations of the concealed risks, Defendants likely would have continued to argue, *inter alia*, that "[t]he May 9, 2023 announcement of disappointing financial results . . . revealed no falsity and nothing about the alleged fraud." ECF No. 33-1 at 24. Further compounding the risks to Plaintiffs' ability to prove damages, as to the May 9-10, 2023 stock price declines, those followed Eagle's release of first quarter 2023 financial results, which contained a plethora of potentially significant confounding information, the effects of which Defendants were likely to argue had to be disaggregated from any materialization of fraud-related risks.

51. Defendants were also likely to continue to argue that none of the other

alleged corrective disclosures “mention a channel stuffing scheme, sham transactions, or bloated channel inventory,” and that “[a] disclosure cannot correct something that it does not even talk about.” *Id.* at 25.

52. Plaintiffs expect that Defendants were also likely to challenge at summary judgment, class certification, or trial, Plaintiffs’ argument that Eagle’s continuing stock price declines over multiple days following the alleged May 9, 2023 and October 2, 2024 corrective disclosures give rise to damages.

53. If some or all of Defendants’ arguments were accepted by the trier of fact, that would dramatically reduce Plaintiffs’ potential damages. Eagle’s stock price declines on May 9-10, 2023, and October 3-4, 2024, accounted for a substantial portion of the total alleged stock price declines for all four alleged corrective disclosures. And, of course, if Defendants prevailed on their arguments that their challenged statements were not misleading or made with scienter, that could potentially eliminate damages for even the November 9, 2023, November 29, 2023, and October 2, 2024 stock price declines.

54. In order for Plaintiffs to prove their claims, and to contest the evidence expected to be offered by Defendants to negate damages and loss causation, Plaintiffs would have to proffer expert testimony demonstrating, among other things: (a) what the “true value” of Eagle’s stock would have been had there been no alleged material misstatements or omissions; (b) the amount by which the value of Eagle’s

stock was inflated by the alleged material misstatements and omissions; and (c) the amount of alleged artificial inflation removed by the alleged corrective disclosures. Such expert testimony is expensive, time consuming, and subject to rebuttal. Indeed, Defendants almost certainly would have presented their own damages expert(s), who would have no doubt presented conflicting conclusions and theories for Eagle's stock price declines on the alleged disclosure dates, and who would likely have presented alternative calculations to reduce or eliminate Plaintiffs' claimed damages. Defendants likely would have challenged Plaintiffs' expert(s) at the class certification stage, summary judgment, with *Daubert* motions, and at trial and on appeal. This "battle of the experts" creates an additional litigation risk because the reaction of a trier of fact to such expert testimony is highly unpredictable, creating uncertainty regarding how much weight a judge or jury will accord the analysis of competing experts.

D. Risks Faced In Obtaining And Maintaining Class Action Status

55. Lead Counsel believe that they would be able to show all of the Rule 23 requirements for class certification are met, and that they could establish market efficiency by a preponderance of the evidence so as to invoke the presumption of reliance established under *Basic Inc. v. Levinson*, 485 U.S. 224 (1988). However, Defendants would have likely raised arguments challenging class certification.

56. For instance, Defendants may have challenged market efficiency, the adequacy of Lead Counsel and Plaintiffs to represent the class, or that certain of the alleged misstatements had any impact on Eagle's stock price. While Plaintiffs believe they have the better arguments on these issues, class certification was not guaranteed.

57. Furthermore, even if Plaintiffs successfully obtained class certification Defendants could have sought permission from the Third Circuit to appeal any class certification order under Federal Rule of Civil Procedure 23(f), further delaying or precluding any potential recovery. Likewise, even if a class were certified and that decision was not reversed on a Rule 23(f) petition, any class would be subject to potential decertification throughout the pendency of the case, presenting additional risks to Plaintiffs' claims.

E. Other Risks, Including Trial, Appeals, And Ability To Collect A Judgment

58. Plaintiffs would have had to prevail at several stages of litigation, each of which would have presented significant risks. Lead Counsel know from experience that despite the most vigorous and competent efforts, success in complex litigation such as this case is never assured. In fact, GPWR lost a six-week antitrust jury trial in the Northern District of California after five years of litigation, which included many overseas depositions, the expenditure of millions of dollars of attorney and paralegal time, and the expenditure of more than a million dollars in

hard costs. *See In re: Korean Ramen Antitrust Litig.*, Case No. 3:13-cv-04115 (N.D. Cal.).

59. GPWR also litigated a securities class action in the Southern District of New York for approximately five years and, after surviving a motion to dismiss, successfully obtaining class certification and undertaking significant discovery efforts, which included depositions throughout the U.S. and in the U.K. and substantial document review, summary judgment was entered for defendants, and the judgment was affirmed on alternative grounds on appeal to the Second Circuit. *Gross v. GFI Grp., Inc.*, 784 F. App'x 27, 29 (2d Cir. 2019). In short, complex litigation is uncertain, and success in cases like this one is never guaranteed.

60. Even if Plaintiffs succeeded in proving all elements of their case at trial and obtained a jury verdict, Defendants would almost certainly have appealed. An appeal not only would have renewed the risks faced by Plaintiffs—as Defendants would have reasserted their arguments summarized above—but also would have resulted in significant additional delay and further depletion of Defendants' assets and wasting insurance policies. Given these significant litigation risks, Plaintiffs and Lead Counsel believe the Settlement represents a very good result for the Settlement Class.

61. Moreover, *if* Plaintiffs prevailed at trial and through post-trial appeals, there is no guarantee that they would succeed in collecting a substantial judgment.

Absent settlement, the amount of available insurance would be eroded by litigation expenses.

62. Furthermore, Eagle has ceased filing reports with the SEC, its stock has been delisted from the NASDAQ exchange, and its most recent published financial statements (for the second quarter of 2025) state that Eagle “has suffered recurring losses from operations, experienced substantial negative decline in customer demand for one of the Company’s key products, and has stated that substantial doubt exists about the Company’s ability to continue as a going concern.” Ex. 13 at 3. The financial statements similarly reveal that Eagle “incurred operating losses for the last two years and continued to incur operating losses in 2025. As of the financial statement issuance date, the Company’s cash and cash equivalents has significantly deteriorated from June 30, 2025.” *Id.* at 11 (F-8). As of June 30, 2025, Eagle had total liabilities \$30 million in excess of its total assets, and had incurred a \$52 million net loss in the prior six months. *Id.* at 4-5 (F-1 to F-2).

63. Further heightening the risks to Plaintiffs’ ability to collect a judgment, Eagle’s most recently published financial statements reveal that it is cooperating with an ongoing SEC investigation. *Id.* at 24 (F-21). If the SEC were to impose substantial fines on Eagle, that would likely further reduce the available assets from which Plaintiffs could attempt to collect any judgment.

64. Given these considerations, there was significant uncertainty about whether Plaintiffs would be able to collect a substantial judgment several years in the future after protracted litigation and appeals.

F. The Settlement Is Reasonable In Light Of Potential Recovery In The Action

65. In addition to the attendant risks of litigation discussed above, the Settlement is also fair and reasonable in light of the potential recovery of available damages. Plaintiffs' damages expert estimates that if Plaintiffs had fully prevailed on each of their claims at both summary judgment and after a jury trial, if the Court certified the same class period as the Settlement Class Period, and if the Court and jury accepted Plaintiffs' damages theory, including proof of loss causation as to 100% of the residual stock price declines following each of the corrective disclosure dates alleged in this case—*i.e.*, Plaintiffs' best-case scenario—the total *maximum* damages potentially available in this Action would be approximately \$104.6 million. Under this scenario, the recovery is approximately 9.1% of *maximum* class-wide damages. This far exceeds the 3.2% median settlement value for securities class actions with comparable maximum damages. *See* Ex. 1 (NERA Report) at 27 (Fig. 23) (median recovery for securities class actions that settled in the last ten years was 3.2% for cases with estimated damages between \$100-\$199 million).

66. However, there was no assurance that Plaintiffs would succeed in proving liability as to their best-case scenario damages estimate. As discussed

above, Plaintiffs anticipated that Defendants would continue to challenge loss causation with respect to the alleged May 9, 2023 corrective disclosure, and Defendants were also likely to challenge Plaintiffs' argument that Eagle's continuing stock price declines over October 3-4, 2024 (following the October 2, 2024 corrective disclosure and stock price decline on that date) give rise to damages. If Defendants were to prevail on those arguments, maximum recoverable damages would drop to \$57.3 million. Under such a scenario, the \$9.5 million recovery equates to 16.6% of total potential damages. As with Plaintiffs' best-case scenario, this far exceeds the 4.4% median settlement value for securities class actions with comparable maximum damages. *See* Ex. 1 (NERA Report) at 27 (Fig. 23) (median recovery for securities class actions that settled in the last ten years was 4.4% for cases with estimated damages between \$50-\$99 million).

67. Of course, if Defendants prevailed on any of the liability or damages arguments discussed above, damages could have been significantly reduced, or eliminated entirely, for any or all of the alleged corrective disclosure dates.

IV. PLAINTIFFS' COMPLIANCE WITH THE COURT'S PRELIMINARY APPROVAL ORDER REQUIRING ISSUANCE OF THE NOTICE

68. The Preliminary Approval Order (ECF No. 65) directed that the postcard notice highlighting key information regarding the proposed Settlement (the "Postcard Notice") be disseminated to the Settlement Class, and set a final fairness

hearing for August 19, 2026 (“Settlement Hearing”). The Preliminary Approval Order also set a deadline of 21 calendar days prior to the Settlement Hearing (*i.e.*, July 29, 2026) for Settlement Class Members to request exclusion from the Settlement Class or to submit objections to the Settlement, the Plan of Allocation, and/or the Fee Memorandum.

69. Pursuant to the Preliminary Approval Order, Lead Counsel instructed Epiq Class Action & Claims Solutions, Inc. (“Epiq”), the Court-approved Claims Administrator, to begin disseminating copies of the Postcard Notice and publish the Summary Notice. Contemporaneously with the mailing of the Postcard Notice, Lead Counsel instructed Epiq to post downloadable copies of certain important documents online at www.EaglePharmaSecuritiesSettlement.com (the “Settlement Website”). Those documents include the Notice, Summary Notice, Claim Form, Preliminary Approval Order, Postcard Notice, Stipulation, and Complaint. Upon request, Epiq mailed copies of the Notice and Claim Form to Settlement Class Members and will continue to do so until the October 16, 2026 deadline to submit a Claim Form has passed.

70. The Postcard Notice directed Settlement Class Members to the Settlement Website to obtain additional information on the Settlement, including how to file a claim and access to downloadable versions of the Notice and Claim Form. The Notice contains, among other things, a description of the Action; the

definition of the Settlement Class; a summary of the terms of the Settlement and the proposed Plan of Allocation; and a description of a Settlement Class Member's right to participate in the Settlement, to object to the Settlement, the Plan of Allocation and/or the Fee Memorandum, or to exclude themselves from the Settlement Class. The Notice and Postcard Notice also inform Settlement Class Members of Lead Counsel's intent to apply for an award of attorneys' fees in an amount not to exceed $33\frac{1}{3}\%$ of the Settlement Fund, and for reimbursement of Litigation Expenses in an amount not to exceed \$185,000, which may include an application for up to \$35,000 total for reimbursement of the reasonable costs and expenses incurred by Plaintiffs related to their representation of the Settlement Class.

71. To disseminate the Postcard Notice, Epiq obtained from Eagle its transfer agent's list of names and addresses of potential Settlement Class Members (the "Record Holder List") who purchased Eagle common stock during the Settlement Class Period. *See* Preliminary Approval Order at ¶7(a); Ex. 6 (Mejia Decl.) at ¶3.

72. In addition, Epiq maintains a proprietary database (the "Broker Mailing Database") with the names and addresses of the largest and most common brokerage firms, banks, institutions, and other third-party nominees ("Nominees"). *See* Ex. 6 (Mejia Decl.) at ¶4. On June 18, 2026, Epiq caused the Postcard Notice to be sent by first-class U.S. mail to the combined 901 mailing records contained in the Record

Holder List and the Broker Mailing Database. *Id.* at ¶¶3-5. The Notice instructs Nominees on how to request copies of the Postcard Notice to forward to beneficial owners, request a link to the Notice and Claim Form (collectively, the “Notice Packet”) to email to beneficial owners, or provide a list of beneficial owners’ names and addresses to Epiq. *See* Ex. 6-C (Notice) at ¶95.

73. As of July 13, 2026, Epiq mailed an additional 63 Postcard Notices to potential members of the Settlement Class based on requests received from individuals, entities, or nominees requesting that Postcard Notices be mailed to such persons or entities. *See* Ex. 6 (Mejia Decl.) at ¶7.

74. As of July 13, 2026, a total of 964 Postcard Notices have been mailed, and 5 links to the Notice Packet emailed, to potential Settlement Class Members and Nominees. *Id.* at ¶¶8-9.

75. On June 22, 2026, in accordance with the Preliminary Approval Order, Epiq caused the Summary Notice to be published in *Investor’s Business Daily* and to be transmitted once over the *PR Newswire*. *See id.* at ¶13; Ex. 6-E (copies of publication confirmations).

76. Lead Counsel also caused Epiq to establish the Settlement Website, which became operational on June 18, 2026, and Epiq also maintained a toll-free telephone number to provide Settlement Class Members with information concerning the Settlement. The Settlement Website also allows visitors to submit a

claim online, and download copies of the Notice and Claim Form, as well as copies of documents including the Stipulation, Preliminary Approval Order, and the Complaint. Ex. 6 (Mejia Decl.) at ¶¶17-20.

77. The deadline for Settlement Class Members to request exclusion from the Settlement Class is July 29, 2026. To date, no requests for exclusion have been received. *Id.* at ¶21. Epiq will file a supplemental affidavit after the July 29, 2026, deadline addressing whether any requests for exclusion have been received.

78. The deadline for Settlement Class Members to object to the Settlement, Plan of Allocation, and/or to the Fee Memorandum, or to request exclusion from the Settlement Class is also July 29, 2026. To date, no objections have been entered on this Court's docket or have otherwise been received by Lead Counsel. Lead Counsel will file reply papers by August 12, 2026, that will address any objections that may be received.

V. ALLOCATION OF THE NET PROCEEDS OF THE SETTLEMENT

79. Pursuant to the Preliminary Approval Order, and as set forth in the Notice, all Settlement Class Members who want to participate in the distribution of the Net Settlement Fund (*i.e.*, the \$9,500,000 Settlement Amount, plus any and all interest earned thereon, less: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; and (d) any attorneys' fees awarded by the Court) must submit a valid Claim Form with all required information

either online or postmarked no later than October 16, 2026. As set forth in the Notice, the Net Settlement Fund will be distributed among Authorized Claimants according to the proposed Plan of Allocation, subject to Court approval. *See* Ex. 6-C (Notice) at ¶51; ECF No. 62-3 (Stipulation) at ¶20.

80. The proposed Plan of Allocation is detailed in the Notice. *See* Ex. 6-C (Notice) at ¶¶60-80. A downloadable version of the Notice is posted online at www.EaglePharmaSecuritiesSettlement.com. If approved, the Plan of Allocation will govern how the Net Settlement Fund will be distributed among Authorized Claimants. The Plan of Allocation's objective is to equitably distribute the Net Settlement Fund to those Settlement Class Members who suffered economic losses as a result of the alleged wrongdoing as opposed to losses caused by market or industry-wide factors or Company-specific factors unrelated to the alleged wrongdoing. *See id.* As stated in the Notice, calculations under the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial or estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. Instead, the calculations under the Plan of Allocation are a method to weigh the claims of Settlement Class Members against one another for the purposes of making an equitable allocation of the Net Settlement Fund. *Id.* at ¶60.

81. The Plan of Allocation is based on an out-of-pocket theory of damages consistent with Section 10(b) of the Exchange Act, and reflects an assessment of the damages that Plaintiffs contend could have been recovered under the theories of liability and damages asserted in the Action. The Plan of Allocation further reflects, and is based on, Plaintiffs' allegation that the price of Eagle common stock was artificially inflated during the period from August 9, 2022 through and including October 1, 2024, due to Defendants' alleged materially false and misleading statements and omissions. *Id.* at ¶62.

82. The Plan of Allocation is based on the premise that the decreases in the price of Eagle common stock, net of price movements attributable to market- and industry-wide factors, on each of the following "Corrective Disclosure Dates" may be used to measure the alleged artificial inflation in the price of Eagle common stock prior to the Corrective Disclosure Dates: May 9, 2023; May 10, 2023; November 9, 2023; November 29, 2023; October 2, 2024; October 3, 2024; and October 4, 2024. *See id.* at ¶¶63-64; Complaint ¶¶120-46.

83. For a Settlement Class Member to have a Recognized Loss under the Plan of Allocation, the Eagle common stock must have been purchased during the Settlement Class Period and held through at least one of the Corrective Disclosure Dates. *Id.* at ¶63.

84. For purchases of Eagle common stock during the Settlement Class Period, Recognized Losses are generally calculated based on the purchase price, the sale price (or, if not sold, the “90-Day Lookback Value,” *see* 15 U.S.C. § 78u-4(e)(1)), and the amount of alleged artificial inflation in the price of Eagle common stock on the relevant dates. *See id.* at ¶¶63-65.

85. Under the proposed Plan of Allocation, each Authorized Claimant will receive his, her, or its *pro rata* share of the Net Settlement Fund. Specifically, an Authorized Claimant’s *pro rata* share shall be the Authorized Claimant’s Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. *Id.* at ¶71.

86. An individual Claimant’s recovery under the Plan of Allocation will depend on several factors, including the number of valid claims filed by other Claimants and the number and prices of shares of Eagle common stock the Claimant purchased or sold during the Settlement Class Period and when that Claimant bought or sold the shares. If a Claimant has an overall market gain with respect to his, her, or its overall transactions in Eagle common stock during the Settlement Class Period, or if the Claimant purchased Eagle common stock during the Settlement Class Period, but did not hold any of those shares through an alleged Corrective Disclosure Date, the Claimant’s recovery under the Plan of Allocation will be zero, as any loss

suffered would not have been caused by the revelation of the alleged fraud. *Id.* at ¶¶63, 76.

87. If the prorated payment to be distributed to any Authorized Claimant is less than \$10.00, no distribution will be made to that Authorized Claimant. *Id.* at ¶71. Any prorated amounts of less than \$10.00 will be included in the pool distributed to those Authorized Claimants whose prorated payments are \$10.00 or greater. In Lead Counsel's experience, processing and sending a check for less than \$10.00 is cost-prohibitive. If any funds remain after an initial distribution to Authorized Claimants, as a result of uncashed or returned checks or other reasons, subsequent distributions will be conducted as long as they are cost effective. Ex. 6-C (Notice) at ¶78. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court. *Id.*

88. In sum, the Plan of Allocation was designed to allocate the proceeds of the Net Settlement Fund among Settlement Class Members based on the losses they suffered on transactions in Eagle common stock that were attributable to the conduct alleged in the Complaint. Accordingly, Lead Counsel respectfully submit that the Plan of Allocation is fair and reasonable and should be approved by the Court.

89. As noted above, as of July 13, 2026, direct notice has been distributed to a total of 970 potential Settlement Class Members and/or their nominees. *See* Ex. 6 (Mejia Decl.) ¶11. The Notice contains the Plan of Allocation, and advises Settlement Class Members of their right to object to the proposed Plan of Allocation. *See* Ex. 6-C (Notice). To date, no objections to the proposed Plan of Allocation have been received by Lead Counsel or filed on the Court's docket.

VI. LEAD COUNSEL'S REQUEST FOR ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

90. In addition to seeking final approval of the Settlement and Plan of Allocation, Lead Counsel are applying for a fee award of $33\frac{1}{3}\%$ of the Settlement Fund (\$3,166,666.67, plus interest earned at the same rate as the Settlement Fund). Lead Counsel also request reimbursement of Litigation Expenses in the amount of \$147,360.81, which includes \$112,360.81 in out-of-pocket expenses incurred by Plaintiffs' Counsel in connection with the prosecution of the Action from the Settlement Fund, and a total of \$35,000 to Plaintiffs for their reasonable costs (including lost wages) directly incurred in connection with their representation of the Settlement Class.

91. The requested Litigation Expenses are below the \$185,000 maximum, as set forth in the Notice and Postcard Notice. No objections have been received to either request. The legal authorities supporting a $33\frac{1}{3}\%$ fee award are set forth in

the accompanying Fee Memorandum. The primary factual bases for the requested fee and reimbursement of Litigation Expenses are summarized below.

A. The Fee Application

92. Lead Counsel seeks, on behalf of all Plaintiffs' Counsel, an award of attorneys' fees in the amount of $33\frac{1}{3}\%$ of the Settlement Fund (which, by definition, includes interest accrued thereon). The requested fee is well within the range of percentages courts in this Circuit and elsewhere have awarded in similarly complex cases. *See* Ex. 7 (Table of Select Third Circuit Cases with 33% or Higher Fee Awards). Moreover, the requested fee is amply supported by the particular facts of this case, as set forth below.

1. The Excellent Outcome Achieved Is The Result Of The Significant Time And Labor That Plaintiffs' Counsel Devoted To The Action

93. The work undertaken by Plaintiffs' Counsel in investigating and prosecuting the Action and arriving at the present Settlement in the face of substantial risks has been time-consuming and challenging. At all times throughout the pendency of the Action, Plaintiffs' Counsel's efforts were driven and focused on advancing the Action to bring about the most successful outcome for the Settlement Class, whether through settlement or trial.

94. As detailed above in Section II, Plaintiffs' Counsel performed substantial work on behalf of the Settlement Class. Among other things, Plaintiffs' Counsel:

- researched, drafted and filed the initial complaint in this Action;
- moved for appointment of Evans Associates I, LLC as lead plaintiff pursuant to the PSLRA;
- conducted an extensive investigation of the claims asserted in the Action, which included, among other things: (a) review and analysis of regulatory filings made by Eagle with the SEC; (b) review and analysis of press releases, media reports, presentations, and conference calls issued and disseminated by Eagle; (c) review and analysis of documents filed in other legal actions involving Eagle and/or Defendant Tarriff; (d) consultations with an accounting expert and research regarding relevant accounting standards; (e) consultations with an expert in the field of loss causation and damages; and (f) working with a private investigator to interview former employees of Eagle;
- utilized their comprehensive investigation and additional research to prepare a draft amended complaint, which they provided to Defendants in connection with the Parties' mediation with their agreed mediator, Caroline Cheng, Esq. of Phillips ADR Enterprises;
- researched, drafted, and exchanged with Defendants detailed mediation statements and exhibits addressing issues of liability and damages;
- participated in a full-day, in-person mediation session, which although it did not result in an agreement to settle on that day, led to continuing discussions among the Parties and Ms. Cheng;
- continuously monitored Eagle's public statements concerning its financial condition, business developments, and the restatement of its previously issued financial statements, and also continuously monitored developments in litigation between Eagle and Defendant Tarriff;
- performed additional interviews of former Eagle employees;

- continued their research and investigation into Defendants’ alleged misconduct, which they utilized to draft and file the comprehensive, 95-page Complaint;
- thoroughly researched and analyzed Defendants’ motion to dismiss, and researched, drafted, and filed an opposition to Defendants’ motion;
- continued discussions about a potential resolution with Ms. Cheng and Defendants, which led to the Parties accepting a double-blind mediator’s recommendation to resolve the Action for \$9,500,000 in cash for the benefit of the Settlement Class;
- drafted a confidential settlement term sheet setting forth material terms of the Parties’ agreement in principle to settle the Action, and then negotiated with Defendants concerning its terms;
- as a condition of the term sheet, negotiated for Defendants to produce documents to enable Plaintiffs to further evaluate the fairness, reasonableness, and adequacy of the Parties’ agreement in principle, and then met and conferred with Defendants concerning document productions, and thoroughly reviewed and analyzed the over 115,000 pages of documents produced by Defendants;
- drafted the Stipulation and its exhibits, to reflect the final and binding agreement between the Parties, and negotiated with Defendants concerning the terms of those documents; and
- worked with a damages expert to craft a plan of allocation that treats Plaintiffs and all other members of the proposed Settlement Class fairly; and
- moved for preliminary, and now final, approval of the Settlement.

95. Attached hereto as Exhibits 9-11 are declarations from GPWR, Carella Byrne, and Jack I. Zwick, Esq. (“Zwick”) in support of an award of attorneys’ fees and reimbursement of litigation expenses. Each declaration sets forth a table reflecting the position, hours, rate, and total lodestar of each individual whose time

is being submitted (GPWR conservatively excluded individuals who reported less than 10 hours worked on this case), and a summary of expenses by category, and attaches a firm résumé.

96. The following is a summary chart of the hours expended and lodestar amounts using current rates for the three firms:

LAW FIRM	HOURS	LODESTAR
Glancy Prongay Wolke & Rotter LLP (Ex. 9)	2,389.35	\$1,920,262.50
Jack I. Zwick, Esq. (Ex. 10)	271.50	\$285,075.00
Carella, Byrne, Cecchi, Brody & Agnello, P.C. (Ex. 11)	38.60	\$30,457.50
TOTAL	2,699.45	\$2,235,795.00

97. The lodestar charts presented in the declarations were prepared from contemporaneous daily time records regularly prepared and maintained by each respective firm. Ex. 9 at ¶3; Ex. 10 at ¶3; Ex. 11 at ¶3. Time expended on the Fee Memorandum has not been included in these calculations. Ex. 9 at ¶4; Ex. 10 at ¶4; Ex. 11 at ¶4. Plaintiffs' Counsel will not request or receive any additional compensation for the time they will subsequently spend preparing their reply papers, preparing for and attending the final approval hearing, overseeing the claims administration process, responding to Settlement Class Members' inquiries regarding the Settlement, and preparing the Motion for Class Distribution Order.

98. As set forth in detail in Exhibits 9-11, Plaintiffs' Counsel have collectively expended a total of 2,699.45 hours in the investigation and prosecution

of the Action. The resulting total lodestar is \$2,235,795.00. The requested fee of $33\frac{1}{3}\%$ of the Settlement Fund equates to a fee of \$3,166,666.67 (before the addition of interest at the same rate as the Settlement Fund), and therefore represents a multiplier of 1.42 to Plaintiffs' Counsel's lodestar. Such a multiplier is reasonable and well within the range of fee multipliers typically awarded in comparable securities class actions and in other class actions involving significant contingency fee risk, in this Circuit and elsewhere. Moreover, due to ongoing work in this Action for which no additional compensation will be requested, the multiplier will be smaller by the time the case concludes.

99. Plaintiffs' Counsel's attorneys' and professional support staff's rates have been accepted as reasonable by other courts when performing a lodestar cross-check, both within the Third Circuit and throughout the country. *See, e.g., In re Eros Int'l PLC Sec. Litig.*, 2023 WL 8519091, at *1 (D.N.J. Nov. 28, 2023) (order awarding fees of $33\frac{1}{3}\%$ of \$25 million settlement, with lodestar cross-check based on then-current hourly rates of GPWR and Carella Byrne); *In re Tenaris S.A. Sec. Litig.*, 2024 WL 1719632, at *10 (E.D.N.Y. Apr. 22, 2024) (granting $33\frac{1}{3}\%$ fee, and noting that GPWR's 2023 "billing rates . . . are comparable to peer law firms in recent years").

100. Additionally, the rates billed by Plaintiffs' Counsel (ranging from \$450-\$1,025 per hour for non-partner attorneys and \$925-\$1,400 per hour for

partners) are comparable to peer plaintiff and defense firms litigating matters of similar magnitude. *See* Ex. 12 (table of peer plaintiff and defense law firm billing rates).

101. Throughout this case, Plaintiffs' Counsel have devoted substantial time to the prosecution of the Action, as detailed above. I maintained control of, and monitored the work performed by, GPWR's lawyers and other personnel on this case. I personally devoted substantial time to this case and was directly involved in numerous aspects of the litigation including, *inter alia*: communications with Plaintiffs and Plaintiffs' Counsel; drafting or editing the Complaint, opposition to the motion to dismiss, and other court filings; participating in the mediation and Settlement negotiations; and overseeing settlement-related discovery. Other experienced attorneys at Plaintiffs' Counsel's firms were also closely involved in various aspects of the litigation including communication with Plaintiffs, research, reviewing and drafting court filings, litigation strategy, settlement, and other matters. Professional support staff worked on matters appropriate to their skill and experience level. Throughout the litigation, Plaintiffs' Counsel communicated regularly to maintain an appropriate level of staffing that avoided unnecessary duplication of effort and ensured the efficient prosecution of this litigation.

2. The Magnitude And Complexity Of The Action

102. As detailed in the Fee Memorandum, securities class action cases are known for their complexity. This case was no different. As detailed above, this Action presented complex issues, including the need for Plaintiffs' Counsel to research and understand, among other things, relevant accounting rules and Eagle's sales and accounting practices, as well as numerous legal issues raised in Defendants' motion to dismiss and that Plaintiffs would face at class certification, summary judgment, and trial. To gain the necessary understanding, Plaintiffs' Counsel, *inter alia*, conducted extensive research of publicly available information concerning Eagle, consulted with an investigator to locate and interview former Eagle employees with relevant knowledge, and consulted with experts regarding accounting, loss causation and damages. *See supra* Section II.

103. Moreover, the magnitude of this high-stakes litigation is shown by the significant damages at issue. Plaintiffs' Counsel, in consultation with a damages expert, estimate total *maximum* possible damages of \$104.7 million.

3. The Significant Risks Borne By Plaintiffs' Counsel

104. This prosecution was undertaken by Plaintiffs' Counsel on an entirely contingent basis. From the outset, this Action was a difficult and highly uncertain securities case, facing numerous substantial risks (*see supra* Section III). There was no guarantee that Plaintiffs' Counsel would ever be compensated for the substantial

investment of time and money the case would require. In undertaking that responsibility, Plaintiffs' Counsel were obligated to ensure that sufficient resources were dedicated to the prosecution of the Action, that funds were available to compensate attorneys and staff, and that the considerable litigation costs required by a case like this one were covered. Thus, the financial burden on contingent-fee counsel is far greater than on a firm that is paid on an ongoing basis. Indeed, Plaintiffs' Counsel received no compensation during the course of the Action and incurred \$112,360.81 in out-of-pocket litigation-related expenses in prosecuting the Action.

105. Additionally, Plaintiffs' Counsel developed and alleged Plaintiffs' Exchange Act claims without information gained through subpoena power, hindered by the PSLRA's automatic discovery stay.

106. Moreover, despite the most vigorous and competent of efforts, success in contingent-fee litigation like this Action is never assured. As discussed above (*see supra* Section III.E), Lead Counsel know from experience that the commencement of a class action does not guarantee a recovery. On the contrary, it takes hard work and diligence by skilled counsel to develop the facts and theories that are needed to sustain a complaint or win at trial, or to induce sophisticated defendants to engage in serious settlement negotiations at meaningful levels.

4. The Quality Of Representation, Including The Result Obtained, The Experience And Expertise Of Lead Counsel, And The Standing And Caliber Of Defendants' Counsel

107. As demonstrated by the firms' respective résumés, attached to Exhibits 9-C, 10-C, and 11-C, Plaintiffs' Counsel are highly experienced and skilled law firms with substantial experience representing plaintiffs in securities class action litigation. I believe Plaintiffs' Counsel's experience provided advantages to the Settlement Class throughout this litigation, and valuable leverage in the settlement negotiations.

108. Additionally, the quality of the work performed by Plaintiffs' Counsel in obtaining the Settlement should also be evaluated in light of the quality of the opposition. Here, Defendants were represented by Cooley LLP, Saul Ewing LLP, and Ropes & Gray LLP, three well-known and highly respected law firms, with notable strength and expertise defending securities litigation.

109. Here, Cooley LLP, Saul Ewing LLP, and Rope & Gray LLP vigorously represented the interests of their clients throughout this Action, for example raising substantial and thoroughly-researched arguments in their motion to dismiss and mediation statement, and throughout the Parties' settlement negotiations. In the face of this experienced and formidable opposition, Plaintiffs' Counsel were able to develop a case that was sufficiently strong to nonetheless persuade Defendants to settle the case on terms that I believe were favorable to the Settlement Class.

5. The Requested Fee In Relation To The Settlement

110. Lead Counsel is requesting, on behalf of all Plaintiffs' Counsel, fees in the amount of $33\frac{1}{3}\%$ of the Settlement Fund (which, by definition, includes interest accrued thereon), which equates to \$3,166,666.67 before the addition of interest.

111. I believe that the amount of the fee requested in relation to the \$9.5 million Settlement Amount is fair and reasonable. *See* Fee Memorandum §§ II.C-D. Courts routinely award fees of $33\frac{1}{3}\%$ in securities class action settlements. *See* Ex. 7 (table compiling common fund settlements within the Third Circuit awarding attorneys' fees of 33% or higher).

6. The Reaction Of The Settlement Class Supports Lead Counsel's Fee Request

112. As noted above, as of July 13, 2026, direct notice of the Settlement has been provided to 970 potential Settlement Class Members and Nominees. *See* Mejia Decl. ¶11. To date, no objections to the $33\frac{1}{3}\%$ maximum potential attorneys' fee request set forth in the Postcard Notice and in the Notice have been received by Lead Counsel or entered on this Court's docket. Any objection received after the date of this filing will be addressed in Plaintiffs' Counsel's reply papers, which are to be filed by August 12, 2026.

7. Plaintiffs Support Lead Counsel's Fee Request

113. As set forth in the declarations submitted by Plaintiffs Evans Associates I, LLC, Nicholas Miller, Liyu Wang, and Joanna Pluta, Plaintiffs have concluded

that Lead Counsel's requested fee is fair and reasonable based on the work performed, the recovery obtained for the Settlement Class, and the risks of the Action. *See* Ex. 2 ("Evans Decl.") ¶¶10-11; Ex. 3 ("Miller Decl.") ¶¶9-11; Ex. 4 ("Wang Decl.") ¶¶9-11; Ex. 4 ("Pluta Decl.") ¶¶9-11. Plaintiffs' endorsement of Lead Counsel's fee request supports the reasonableness of the request and should be given weight in the Court's consideration of the fee award.

B. Reimbursement Of The Requested Litigation Expenses Is Fair And Reasonable

114. Lead Counsel, on behalf of all Plaintiffs' Counsel, seeks a total of \$147,360.81 in Litigation Expenses to be paid from the Settlement Fund. This amount includes: \$112,360.81 in out-of-pocket expenses reasonably and necessarily incurred by Plaintiffs' Counsel in connection with commencing, litigating, and settling the claims asserted in the Action; as well as a total of \$35,000 to the Plaintiffs (\$20,000 to Lead Plaintiff Evans Associates I, LLC, and \$5,000 each to the additional named Plaintiffs Nicholas Miller, Liyu Wang, and Joanna Pluta), pursuant to 15 U.S.C. § 78u-4(a)(4) for their reasonable costs (including lost wages) directly incurred in connection with their representation of the Settlement Class. *See* Evans Decl. ¶¶12-13; Miller Decl. ¶¶12-13; Wang Decl. ¶¶12-13; Pluta Decl. ¶¶12-13.

115. Lead Counsel, on behalf of all Plaintiffs' Counsel, are seeking reimbursement of a total of \$112,360.81 in out-of-pocket costs and expenses. The

following is a combined breakdown by category of all expenses incurred by Plaintiffs' Counsel:

ITEM	AMOUNT
COURIER AND SPECIAL POSTAGE	126.49
COURT FILING FEES	2,084.01
DOCUMENT MANAGEMENT	5,692.85
EXPERTS (ECONOMETRIC/ACCOUNTING)	32,965.00
INVESTIGATIONS	14,703.53
MEDIATOR	26,785.00
ONLINE RESEARCH	20,726.88
PHOTOIMAGING	201.11
PSLRA MANDATED PRESS RELEASE	110.00
RESEARCH OTHER	34.00
TRANSCRIPT	22.00
TRAVEL AIRFARE	3,325.38
TRAVEL AUTO	1,172.32
TRAVEL HOTEL	3,900.82
TRAVEL MEALS	483.42
TRAVEL PARKING	28.00
GRAND TOTAL	112,360.81

116. Expenses incurred by GPWR, Carella Byrne, and Zwick, are set forth in the accompanying declarations of each firm. *See* Exs. 9-11.

117. The Notice and Postcard Notice informed potential Settlement Class Members that Lead Counsel would be seeking reimbursement of Litigation Expenses in an amount not to exceed \$185,000. The \$147,360.81 requested by Lead Counsel on behalf of all Plaintiffs' Counsel and Plaintiffs, falls well below that

amount. To date, no objections have been raised as to the maximum amount of expenses set forth in the Notice and Postcard Notice.

118. From the beginning of the case, Lead Counsel were aware that they might not recover their out-of-pocket expenses. Lead Counsel also understood that, even assuming the case was ultimately successful, reimbursement for expenses would not compensate them for the contemporaneous lost use of funds advanced to prosecute this Action. Accordingly, Lead Counsel were motivated to, and did, take steps to assure that only necessary expenses were incurred for the vigorous and efficient prosecution of the case.

119. The largest component of expenses, \$32,965.00, or approximately 29.3% of the total out of pocket expenses, was expended for the retention of experts in accounting, loss causation and damages, in connection with Plaintiffs' Counsel's research for the drafting of the Complaint, the mediation process, and the drafting of the proposed Plan of Allocation.

120. Additionally, Plaintiffs' Counsel expended \$26,785.00, or approximately 23.8% of the total out of pocket expenses, on mediation fees for the services Ms. Cheng and her firm provided.

121. Another large component of expenses, \$14,703.53, or approximately 13.1% of the total out of pocket expenses, was expended on the retention of an

investigator who located relevant former Eagle employees, conducted interviews, and assisted Plaintiffs' Counsel with further interviews.

122. The other litigation expenses for which Lead Counsel seek reimbursement are the types of expenses that are necessarily incurred in litigation and routinely charged to clients billed by the hour. These litigation expenses included, among other things, use of an online discovery platform, travel-related expenses, and the cost of on-line legal research.

123. Finally, as stated above, Plaintiffs seek reimbursement, pursuant to 15 U.S.C. § 78u-4(a)(4), of their reasonable costs (including lost wages) directly incurred in connection with their representation of the Settlement Class, in the total amount of \$35,000 (comprised of (\$20,000 to Lead Plaintiff Evans Associates I, LLC, and \$5,000 each to the additional named Plaintiffs Nicholas Miller, Liyu Wang, and Joanna Pluta). *See* Evans Decl. ¶¶12-13; Miller Decl. ¶¶12-13; Wang Decl. ¶¶12-13; Pluta Decl. ¶¶12-13. Plaintiffs worked with Plaintiffs' Counsel throughout the pendency of this Action. Among other things, Plaintiffs: (a) communicated with counsel regarding the posture and progress of the case; (b) reviewed significant documents filed in the Action; (c) produced trading records to counsel; (d) consulted with Plaintiffs' Counsel regarding the mediation and settlement negotiations; and (e) evaluated and approved the proposed Settlement. *See* Evans Decl. ¶6; Miller Decl. ¶5; Wang Decl. ¶5; Pluta Decl. ¶5.

124. To date, no objections to the Litigation Expenses have been filed on the Court's docket or received by Lead Counsel. In my opinion, the Litigation Expenses incurred by Plaintiffs' Counsel and Plaintiffs were reasonable and necessary to represent the Settlement Class and achieve the Settlement.

VII. CONCLUSION

125. For all the reasons set forth above, I submit that the Settlement and Plan of Allocation should be approved as fair, reasonable, and adequate. I further submit that the requested attorneys' fee in the amount of $33\frac{1}{3}\%$ of the Settlement Fund should be approved as fair and reasonable, and the request for reimbursement of \$147,360.81 in Litigation Expenses, including the requested awards of \$35,000 total for Plaintiffs' costs, should also be approved.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 14th day of July, 2025, at Wilmington, North Carolina.

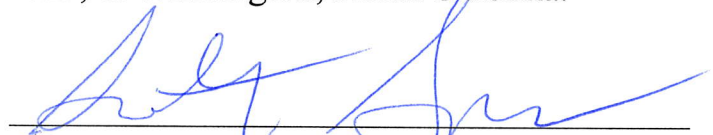

GARTH SPENCER

Exhibit 1



RECENT TRENDS IN SECURITIES CLASS ACTION LITIGATION: 2025 FULL-YEAR REVIEW

Edward Flores, Svetlana Starykh,
and Ivelina Velikova¹

Filings Down by 11% Due to Decline in
Standard Filings

AI- and Crypto-Related Filings Increase,
SPAC- and COVID-Related Filings Decline,
Tariff-Related Filings Appear

Dismissals Increase for a Second Straight
Year, Median Settlement Value at a
10-Year High

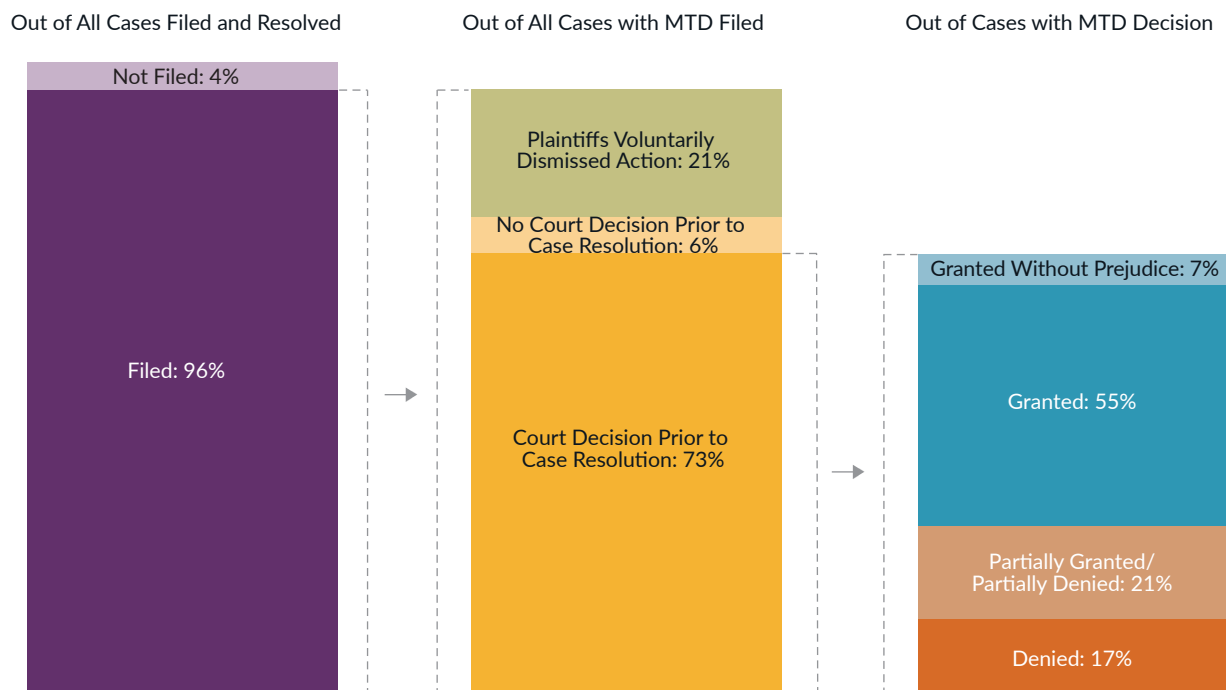
ANALYSIS OF MOTIONS

NERA's federal securities class action database tracks filing and resolution activity as well as decisions on motions to dismiss, motions for class certification, and the status of any motion as of the resolution date. For this analysis, we include securities class actions that were filed and resolved over the 2016–2025 period in which purchasers of common stock are part of the class and which contain alleged violations of Rule 10b-5, Section 11, and/or Section 12.

Motion to Dismiss

A motion to dismiss was filed in 96% of the securities class actions suits filed and resolved in the past 10 years. For cases in which a motion to dismiss was filed, a decision was reached in 73% of cases, 6% settled before a court decision was reached, and 21% were voluntarily dismissed by plaintiffs. Among the cases in which a decision was reached, 62% of motions were granted (with or without prejudice), while 38% were denied either in part or in full. See Figure 15.

Figure 15. **Filing and Resolutions of Motions to Dismiss**
Cases Filed and Resolved January 2016–December 2025



NERA-DEFINED INVESTOR LOSSES

To estimate the potential aggregate loss to investors as a result of investing in the defendant's stock during the alleged class period, NERA has developed a proprietary variable, NERA-Defined Investor Losses, using publicly available data. The NERA-Defined Investor Loss measure is constructed assuming investors had invested in stocks during the class period whose performance was comparable to that of the S&P 500 Index. Over the years, NERA has reviewed and examined more than 2,000 settlements and found, of the variables analyzed, this proprietary variable to be the most powerful predictor of settlement amount.³⁰

A statistical review reveals that, while settlement values and NERA-Defined Investor Losses are highly correlated, the relationship is not linear. The ratio of settlement value to NERA-Defined Investor Losses is higher for cases with lower Investor Losses than for cases with higher Investor Losses. For instance, in cases with less than \$20 million in Investor Losses, the median settlement value comprises 22.6% of Investor Losses, while in cases with more than \$20 million in Investor Losses, the median settlement value is at most 5.2% of Investor Losses. See Figure 23.

Figure 23. **Median Settlement Value as a Percentage of NERA-Defined Investor Losses**
By Level of Investor Losses
Cases Settled January 2016–December 2025

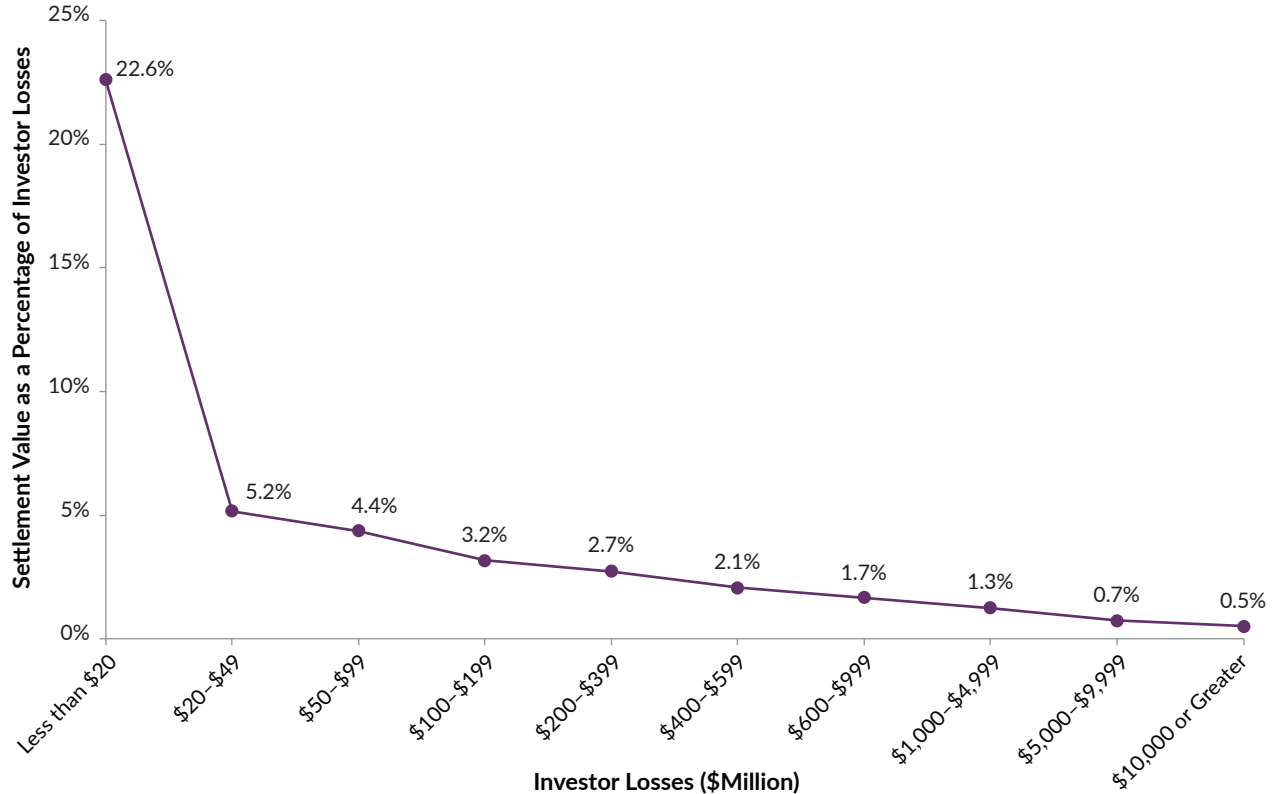


Exhibit 2

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

NICHOLAS MILLER, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

EAGLE PHARMACEUTICALS, INC.,
SCOTT TARRIFF, and BRIAN CAHILL,

Defendants.

Case No. 2:23-CV-23011-MAH

**DECLARATION OF ERIC D. EVANS ON BEHALF OF LEAD PLAINTIFF EVANS
ASSOCIATES I, LLC, IN SUPPORT OF: (1) PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAN OF ALLOCATION; AND
(2) LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

I, Eric D. Evans, declare as follows:

1. I am the Manager of Evans Associates I, LLC (“Evans Associates” or “Lead Plaintiff”), the Court-appointed Lead Plaintiff in the above-captioned securities class action (the “Action”).¹ ECF Nos. 20-21. I am duly authorized to submit this declaration on behalf of Evans Associates.

2. I respectfully submit this declaration in support of: (a) Plaintiffs’ motion for final approval of the proposed Settlement and approval of the proposed Plan of Allocation; and (b) Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of litigation expenses, including approval of Evans Associates’ request to recover the reasonable costs and expenses it incurred in connection with its representation of the Settlement Class in the prosecution of this Action.

3. I am aware of and understand the requirements and responsibilities of a representative plaintiff in a securities class action, including those set forth in the Private Securities Litigation Reform Act of 1995 (“PSLRA”), 15 U.S.C. § 78u-4. I have personal knowledge of the matters set forth herein as I, on behalf of Evans Associates, have been directly involved in monitoring and overseeing the prosecution of the Action, as well as the negotiations leading to the Settlement, and I could and would testify competently to these matters.

I. LEAD PLAINTIFF’S OVERSIGHT OF THE LITIGATION

4. Evans Associates has been actively involved in the prosecution of this case since February 9, 2024, when the attorneys at Glancy Prongay Wolke & Rotter LLP (f/k/a Glancy Prongay & Murray LLP; “Glancy” or “Lead Counsel”) moved to have Evans Associates appointed to serve as lead plaintiff in the Action. ECF No. 8.

¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the Stipulation and Agreement of Settlement dated March 13, 2026. ECF No. 62-3.

5. By order dated August 19, 2024, this Court appointed Evans Associates to serve as lead plaintiff for the Action; and approved Lead Plaintiff's selection of Glancy as lead counsel and Carella, Byrne, Cecchi, Brody & Agnello, P.C. as liaison counsel for the putative class. ECF No. 20.

6. On behalf of Evans Associates, I communicated with Plaintiffs' Counsel throughout the litigation. Through my active and continuous involvement, Evans Associates closely supervised, carefully monitored, and was actively involved in all material aspects of the prosecution of the Action. Evans Associates received periodic status reports from Plaintiffs' Counsel on case developments, and participated in regular discussions with attorneys for Plaintiffs' Counsel concerning the prosecution of the Action, the strengths of and risks to the claims, and potential settlement. Among other things, throughout the course of this Action, I: (a) caused Evans Associates to produce its trading records to Lead Counsel; (b) caused Evans Associates to move to be appointed as the lead plaintiff in this Action; (c) regularly communicated with Plaintiffs' Counsel regarding the posture and progress of the case; (d) reviewed all significant pleadings and briefs filed in this Action; (e) reviewed the Court's orders and discussed them with Plaintiffs' Counsel; (f) actively engaged in negotiations, including attending the in-person mediation session via video conference; and (g) evaluated and approved the proposed Settlement.

7. In short, I, on behalf of Evans Associates, have done my best to vigorously promote the interests of the Settlement Class and to obtain the largest recovery possible under the circumstances.

II. APPROVAL OF THE SETTLEMENT

8. As detailed in the paragraphs above, through my active participation, Evans Associates was both well-informed of the status and progress of the litigation, and the status and progress of the settlement negotiations in this Action.

9. Based on its involvement in the prosecution and resolution of the claims asserted in this Action, Evans Associates believes that the proposed Settlement provides a fair, reasonable, and adequate recovery for the Settlement Class, particularly in light of the risks of continued litigation. Therefore, Evans Associates fully endorses approval of the Settlement by the Court.

III. EVANS ASSOCIATES SUPPORTS LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

A. Attorneys' Fees And Litigation Expenses

10. Evans Associates believes that Lead Counsel's request for an award of attorneys' fees in the amount of 33⅓% of the Settlement Fund is fair and reasonable in light of the work Plaintiffs' Counsel performed on behalf of the Settlement Class. Evans Associates takes seriously its duty as a lead plaintiff to ensure that the attorneys' fees are fair, taking into account the result achieved for the Settlement Class, as well as the need to reasonably compensate Plaintiffs' Counsel for the work involved and the substantial risks they undertook in litigating the Action. Evans Associates has evaluated Lead Counsel's fee request by considering the quality and amount of the work performed, the recovery obtained for the Settlement Class, and the risks Plaintiffs' Counsel bore in prosecuting this Action on behalf of Evans Associates, the other Plaintiffs, and the Settlement Class on a fully contingent basis, which included the fronting of all expenses. Evans Associates has authorized this fee request for the Court's ultimate determination.

11. Evans Associates further believes that the litigation expenses being requested for reimbursement to Plaintiffs' Counsel are reasonable, and represent costs and expenses necessary for the prosecution and resolution of the claims in the Action. Based on the foregoing, and consistent with its obligation to the Settlement Class to obtain the best result at the most efficient cost, Evans Associates fully supports Lead Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses.

B. Lead Plaintiff's Litigation-Related Costs And Expenses

12. Evans Associates understands that reimbursement of a class representative's reasonable costs and expenses is authorized under the PSLRA, 15 U.S.C. § 78u-4(a)(4). For this reason, in connection with Lead Counsel's request for reimbursement of Litigation Expenses, Evans Associates respectfully requests reimbursement for the costs and expenses that Evans Associates directly incurred relating to Evans Associates representation of the Settlement Class in the Action.

13. I am the Manager of Evans Associates, and the time I devoted to representing the Settlement Class in this Action was time that I otherwise would have spent on work for Evans Associates and, thus, represented a cost to Evans Associates. I have more than 25 years of professional investing experience, including senior investment roles at established hedge funds and investment banks; my professional time is ordinarily devoted to research, portfolio management and firm operations. Evans Associates respectfully requests reimbursement in the amount of \$20,000 for the time I devoted to participating in this Action. This request is based on the conservative estimate that I, on behalf of Evans Associates, devoted approximately 60 hours to the litigation-related activities described above. It is my belief that this request for reimbursement is fair and reasonable and that the time and effort Evans Associates devoted to this litigation was necessary to help achieve an excellent result for the Settlement Class under the circumstances.

IV. CONCLUSION

14. In sum, Evans Associates was closely involved throughout the prosecution and settlement of the claims in this Action, believes that the Settlement represents a significant recovery for the Settlement Class, and strongly endorses the Settlement as fair, reasonable, and adequate. Accordingly, Evans Associates respectfully requests that the Court approve: (a) Lead

Plaintiffs' motion for final approval of the proposed Settlement and Plan of Allocation; (b) Lead Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses; and (c) Evans Associates' request for reimbursement of the reasonable costs and expenses incurred in prosecuting the Action on behalf of the Settlement Class.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed on July 10, 2026, in Rockland County, New York.

A handwritten signature in black ink, appearing to read "Eric D. Evans", written over a horizontal line.

Eric D. Evans

Exhibit 3

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

NICHOLAS MILLER, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

EAGLE PHARMACEUTICALS, INC.,
SCOTT TARRIFF, and BRIAN CAHILL,

Defendants.

Case No. 2:23-CV-23011-MAH

**DECLARATION OF NAMED PLAINTIFF NICHOLAS MILLER IN SUPPORT OF:
(1) PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND PLAN OF ALLOCATION; AND (2) LEAD COUNSEL'S
MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

I, Nicholas Miller, declare as follows:

1. I am a named Plaintiff in the above-captioned securities class action (the “Action”).¹ See ECF No. 27. I respectfully submit this declaration in support of: (a) Plaintiffs’ motion for final approval of the proposed Settlement and approval of the proposed Plan of Allocation; and (b) Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of litigation expenses, including approval of my request to recover the reasonable costs and expenses I incurred in connection with my representation of the Settlement Class in the prosecution of this Action.

2. I am aware of and understand the requirements and responsibilities of a representative plaintiff in a securities class action, including those set forth in the Private Securities Litigation Reform Act of 1995 (“PSLRA”), 15 U.S.C. § 78u-4. I have personal knowledge of the matters set forth herein, as I have been directly involved in monitoring and overseeing the prosecution of the Action, as well as the negotiations leading to the Settlement, and I could and would testify competently to these matters.

I. OVERSIGHT OF THE LITIGATION

3. I have been actively involved in this Action since I filed the initial complaint in the Action. ECF No. 1. Thereafter, I was named as an additional Plaintiff in the Amended Class Action Complaint for Violations of the Federal Securities Laws. ECF No. 27.

4. In fulfillment of my responsibilities as a named Plaintiff, I have worked with Plaintiffs’ Counsel regarding the litigation and resolution of this case.

5. I received status reports from Plaintiffs’ Counsel on case developments, and communicated with Plaintiffs’ Counsel concerning the Action and potential settlement. In

¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the Stipulation and Agreement of Settlement dated March 13, 2026. ECF No. 62-3.

particular, I: (a) produced my trading records to Plaintiffs' Counsel; (b) communicated with my attorneys regarding the posture and progress of the case; (c) reviewed significant documents filed in this Action; (d) consulted with Plaintiffs' Counsel regarding the mediation and settlement negotiations; and (e) evaluated and approved the proposed Settlement.

6. In short, I have done my best to vigorously promote the interests of the Settlement Class and to obtain the largest recovery possible under the circumstances.

II. APPROVAL OF THE SETTLEMENT

7. As detailed in the paragraphs above, through my active participation I was both well-informed of the status and progress of the litigation, and the status and progress of the settlement negotiations in this Action.

8. Based on my involvement in the prosecution and resolution of the claims asserted in the Action, I believe that the proposed Settlement provides a fair, reasonable, and adequate recovery for the Settlement Class, particularly in light of the risks of continued litigation, and I fully endorse approval of the Settlement by the Court.

III. LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

A. Attorneys' Fees And Litigation Expenses

9. I believe Lead Counsel's request for an award of attorneys' fees in the amount of 33⅓% of the Settlement Fund is fair and reasonable in light of the work Plaintiffs' Counsel performed on behalf of the Settlement Class.

10. I have evaluated Lead Counsel's fee request by considering the quality and amount of the work performed, the recovery obtained for the Settlement Class, and the risks Plaintiffs' Counsel bore in prosecuting this Action on behalf of myself, the other Plaintiffs, and the Settlement

Class on a fully contingent basis, which included the fronting of all expenses. I have authorized this fee request for the Court's ultimate determination.

11. I further believe the litigation expenses for which Lead Counsel has requested reimbursement are reasonable. Based on the foregoing, and consistent with my obligation to the Settlement Class to obtain the best result at the most efficient cost, I fully support Lead Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses.

B. Plaintiff's Litigation-Related Costs And Expenses

12. I understand that reimbursement of a class representative's reasonable costs and expenses is authorized under the PSLRA, 15 U.S.C. § 78u-4(a)(4). For this reason, in connection with Lead Counsel's request for reimbursement of Litigation Expenses, I respectfully request reimbursement for the costs and expenses that I incurred directly relating to my representation of the Settlement Class in the Action.

13. I am an Anesthesiologist, and the time I devoted to representing the Settlement Class in this Action was time that I otherwise would have spent at my job, investing, or on other activities and, thus, represented a cost to me. I respectfully request reimbursement in the amount of \$5,000 for the time I devoted to participating in this Action. I make this request based on the conservative effort that I devoted approximately 40 hours in the litigation-related activities described above. It is my belief that this request for reimbursement is fair and reasonable and that the time and effort I devoted to this litigation was necessary to help achieve an excellent result for the Settlement Class under the circumstances.

IV. CONCLUSION

14. In conclusion, I strongly endorse the Settlement as fair, reasonable, and adequate. I appreciate the Court's attention to the facts presented in my declaration and respectfully request that the Court grant: (a) Plaintiffs' motion for final approval of the proposed Settlement and the

Plan of Allocation; (b) Lead Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses; and (c) my request for reimbursement of the reasonable costs and expenses incurred in prosecuting the Action on behalf of the Settlement Class.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed on July 6, 2026, in Altoona, Wisconsin.



Nicholas Miller

Exhibit 4

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

NICHOLAS MILLER, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

EAGLE PHARMACEUTICALS, INC.,
SCOTT TARRIFF, and BRIAN CAHILL,

Defendants.

Case No. 2:23-CV-23011-MAH

**DECLARATION OF NAMED PLAINTIFF LIYU WANG IN SUPPORT OF:
(1) PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND PLAN OF ALLOCATION; AND (2) LEAD COUNSEL'S
MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

I, Liyu Wang, declare as follows:

1. I am a named Plaintiff in the above-captioned securities class action (the “Action”).¹ See ECF No. 27. I respectfully submit this declaration in support of: (a) Plaintiffs’ motion for final approval of the proposed Settlement and approval of the proposed Plan of Allocation; and (b) Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of litigation expenses, including approval of my request to recover the reasonable costs and expenses I incurred in connection with my representation of the Settlement Class in the prosecution of this Action.

2. I am aware of and understand the requirements and responsibilities of a representative plaintiff in a securities class action, including those set forth in the Private Securities Litigation Reform Act of 1995 (“PSLRA”), 15 U.S.C. § 78u-4. I have personal knowledge of the matters set forth herein, as I have been directly involved in monitoring and overseeing the prosecution of the Action, as well as the negotiations leading to the Settlement, and I could and would testify competently to these matters.

I. OVERSIGHT OF THE LITIGATION

3. I have been actively involved in this Action since I was named as an additional Plaintiff in the Amended Class Action Complaint for Violations of the Federal Securities Laws. ECF No. 27.

4. In fulfillment of my responsibilities as a named Plaintiff, I have worked with Plaintiffs’ Counsel regarding the litigation and resolution of this case.

5. I received status reports from Plaintiffs’ Counsel on case developments, and communicated with Plaintiffs’ Counsel concerning the Action and potential settlement. In

¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the Stipulation and Agreement of Settlement dated March 13, 2026. ECF No. 62-3.

particular, I: (a) produced my trading records to Plaintiffs' Counsel; (b) communicated with my attorneys regarding the posture and progress of the case; (c) reviewed significant documents filed in this Action; (d) consulted with Plaintiffs' Counsel regarding the mediation and settlement negotiations; and (e) evaluated and approved the proposed Settlement.

6. In short, I have done my best to vigorously promote the interests of the Settlement Class and to obtain the largest recovery possible under the circumstances.

II. APPROVAL OF THE SETTLEMENT

7. As detailed in the paragraphs above, through my active participation I was both well-informed of the status and progress of the litigation, and the status and progress of the settlement negotiations in this Action.

8. Based on my involvement in the prosecution and resolution of the claims asserted in the Action, I believe that the proposed Settlement provides a fair, reasonable, and adequate recovery for the Settlement Class, particularly in light of the risks of continued litigation, and I fully endorse approval of the Settlement by the Court.

III. LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

A. Attorneys' Fees And Litigation Expenses

9. I believe Lead Counsel's request for an award of attorneys' fees in the amount of 33⅓% of the Settlement Fund is fair and reasonable in light of the work Plaintiffs' Counsel performed on behalf of the Settlement Class.

10. I have evaluated Lead Counsel's fee request by considering the quality and amount of the work performed, the recovery obtained for the Settlement Class, and the risks Plaintiffs' Counsel bore in prosecuting this Action on behalf of myself, the other Plaintiffs, and the Settlement

Class on a fully contingent basis, which included the fronting of all expenses. I have authorized this fee request for the Court's ultimate determination.

11. I further believe the litigation expenses for which Lead Counsel has requested reimbursement are reasonable. Based on the foregoing, and consistent with my obligation to the Settlement Class to obtain the best result at the most efficient cost, I fully support Lead Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses.

B. Plaintiff's Litigation-Related Costs And Expenses

12. I understand that reimbursement of a class representative's reasonable costs and expenses is authorized under the PSLRA, 15 U.S.C. § 78u-4(a)(4). For this reason, in connection with Lead Counsel's request for reimbursement of Litigation Expenses, I respectfully request reimbursement for the costs and expenses that I incurred directly relating to my representation of the Settlement Class in the Action.

13. I am a Managing Engineer, and the time I devoted to representing the Settlement Class in this Action was time that I otherwise would have spent at my job, investing, or on other activities and, thus, represented a cost to me. I respectfully request reimbursement in the amount of \$5,000 for the time I devoted to participating in this Action. I make this request based on the conservative effort that I devoted approximately 20 hours in the litigation-related activities described above. It is my belief that this request for reimbursement is fair and reasonable and that the time and effort I devoted to this litigation was necessary to help achieve an excellent result for the Settlement Class under the circumstances.

IV. CONCLUSION

14. In conclusion, I strongly endorse the Settlement as fair, reasonable, and adequate. I appreciate the Court's attention to the facts presented in my declaration and respectfully request that the Court grant: (a) Plaintiffs' motion for final approval of the proposed Settlement and the

Plan of Allocation; (b) Lead Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses; and (c) my request for reimbursement of the reasonable costs and expenses incurred in prosecuting the Action on behalf of the Settlement Class.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed on July 6, 2026, in Orinda, CA.

Liyu Wang

Liyu Wang

Exhibit 5

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

NICHOLAS MILLER, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

EAGLE PHARMACEUTICALS, INC.,
SCOTT TARRIFF, and BRIAN CAHILL,

Defendants.

Case No. 2:23-CV-23011-MAH

**DECLARATION OF NAMED PLAINTIFF JOANNA PLUTA IN SUPPORT OF:
(1) PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND PLAN OF ALLOCATION; AND (2) LEAD COUNSEL'S
MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

I, Joanna Pluta, declare as follows:

1. I am a named Plaintiff in the above-captioned securities class action (the “Action”).¹ See ECF No. 27. I respectfully submit this declaration in support of: (a) Plaintiffs’ motion for final approval of the proposed Settlement and approval of the proposed Plan of Allocation; and (b) Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of litigation expenses, including approval of my request to recover the reasonable costs and expenses I incurred in connection with my representation of the Settlement Class in the prosecution of this Action.

2. I am aware of and understand the requirements and responsibilities of a representative plaintiff in a securities class action, including those set forth in the Private Securities Litigation Reform Act of 1995 (“PSLRA”), 15 U.S.C. § 78u-4. I have personal knowledge of the matters set forth herein, as I have been directly involved in monitoring and overseeing the prosecution of the Action, as well as the negotiations leading to the Settlement, and I could and would testify competently to these matters.

I. OVERSIGHT OF THE LITIGATION

3. I have been actively involved in this Action since I was named as an additional Plaintiff in the Amended Class Action Complaint for Violations of the Federal Securities Laws. ECF No. 27.

4. In fulfillment of my responsibilities as a named Plaintiff, I have worked with Plaintiffs’ Counsel regarding the litigation and resolution of this case.

5. I received status reports from Plaintiffs’ Counsel on case developments, and communicated with Plaintiffs’ Counsel concerning the Action and potential settlement. In

¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the Stipulation and Agreement of Settlement dated March 13, 2026. ECF No. 62-3.

particular, I: (a) produced my trading records to Plaintiffs' Counsel; (b) communicated with my attorneys regarding the posture and progress of the case; (c) reviewed significant documents filed in this Action; (d) consulted with Plaintiffs' Counsel regarding the mediation and settlement negotiations; and (e) evaluated and approved the proposed Settlement.

6. In short, I have done my best to vigorously promote the interests of the Settlement Class and to obtain the largest recovery possible under the circumstances.

II. APPROVAL OF THE SETTLEMENT

7. As detailed in the paragraphs above, through my active participation I was both well-informed of the status and progress of the litigation, and the status and progress of the settlement negotiations in this Action.

8. Based on my involvement in the prosecution and resolution of the claims asserted in the Action, I believe that the proposed Settlement provides a fair, reasonable, and adequate recovery for the Settlement Class, particularly in light of the risks of continued litigation, and I fully endorse approval of the Settlement by the Court.

III. LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

A. Attorneys' Fees And Litigation Expenses

9. I believe Lead Counsel's request for an award of attorneys' fees in the amount of 33⅓% of the Settlement Fund is fair and reasonable in light of the work Plaintiffs' Counsel performed on behalf of the Settlement Class.

10. I have evaluated Lead Counsel's fee request by considering the quality and amount of the work performed, the recovery obtained for the Settlement Class, and the risks Plaintiffs' Counsel bore in prosecuting this Action on behalf of myself, the other Plaintiffs, and the Settlement

Class on a fully contingent basis, which included the fronting of all expenses. I have authorized this fee request for the Court's ultimate determination.

11. I further believe the litigation expenses for which Lead Counsel has requested reimbursement are reasonable. Based on the foregoing, and consistent with my obligation to the Settlement Class to obtain the best result at the most efficient cost, I fully support Lead Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses.

B. Plaintiff's Litigation-Related Costs And Expenses

12. I understand that reimbursement of a class representative's reasonable costs and expenses is authorized under the PSLRA, 15 U.S.C. § 78u-4(a)(4). For this reason, in connection with Lead Counsel's request for reimbursement of Litigation Expenses, I respectfully request reimbursement for the costs and expenses that I incurred directly relating to my representation of the Settlement Class in the Action.

13. I am a physician and the time I devoted to representing the Settlement Class in this Action was time that I otherwise would have spent at my job, investing, or on other activities and, thus, represented a cost to me. I respectfully request reimbursement in the amount of \$5,000 for the time I devoted to participating in this Action. I make this request based on the conservative effort that I devoted approximately 20 hours in litigation-related activities described above. It is my belief that this request for reimbursement is fair and reasonable and that the time and effort I devoted to this litigation was necessary to help achieve an excellent result for the Settlement Class under the circumstances.

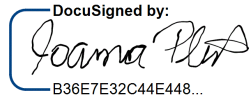
IV. CONCLUSION

14. In conclusion, I strongly endorse the Settlement as fair, reasonable, and adequate. I appreciate the Court's attention to the facts presented in my declaration and respectfully request that the Court grant: (a) Plaintiffs' motion for final approval of the proposed Settlement and the

Plan of Allocation; (b) Lead Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses; and (c) my request for reimbursement of the reasonable costs and expenses incurred in prosecuting the Action on behalf of the Settlement Class.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed on 7/3/2026, in Bellingham, Washington.

DocuSigned by:

B36E7E32C44E448...

Joanna Pluta

Exhibit 6

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

NICHOLAS MILLER, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

EAGLE PHARMACEUTICALS,
INC., SCOTT TARRIFF, and BRIAN
CAHILL,

Defendants.

Case No. 2:23-cv-23011-MAH

**DECLARATION OF MELISSA MEJIA REGARDING: (A) MAILING/EMAILING
OF NOTICE; (B) PUBLICATION OF THE SUMMARY NOTICE; (C) REPORT ON
CLAIMS RECEIVED TO DATE; AND (D) REPORT ON REQUESTS FOR EXCLUSION
RECEIVED TO DATE**

I, Melissa Mejia, hereby declare under penalty of perjury as follows:

1. I am a Senior Project Manager employed by Epiq Class Action & Claims Solutions, Inc. (“Epiq”).¹ Pursuant to the Court’s May 20, 2026, Order Preliminarily Approving Settlement and Providing for Notice (ECF No. 65) (the “Preliminary Approval Order”), Epiq was authorized to act as the Claims Administrator in connection with the proposed Settlement reached in the above-captioned action (the “Action”). The following statements are based on my personal knowledge and information provided by other Epiq employees working under my supervision and, if called on to do so, I could and would testify competently thereto.

DISSEMINATION OF NOTICE

2. Pursuant to the Preliminary Approval Order, Epiq mailed the Postcard Notice to potential Settlement Class Members. The Postcard Notice included information about the Settlement, and directed potential Settlement Class Members to the settlement website (www.EaglePharmaSecuritiesSettlement.com; “Settlement Website”), for additional information about the case. A true and correct copy of the Postcard Notice is attached hereto as Exhibit A.

3. On June 4, 2026, Epiq received files from Defendants’ counsel containing names and addresses of potential Settlement Class Members from Eagle Pharmaceutical, Inc.’s (“Eagle”) transfer agent. Epiq formatted the Postcard Notice and caused it to be printed, personalized with the name and address of each of these potential Settlement Class Members, posted for first-class mail, postage prepaid, and mailed to these 17 potential Settlement Class Members on June 18, 2026.

4. As in most class actions of this nature, the vast majority of potential Settlement Class Members are beneficial purchasers whose securities are held in “street name” – *i.e.*, the securities are

¹ Unless otherwise defined in this declaration, all capitalized terms have the meanings set forth in the Stipulation and Agreement of Settlement, dated March 13, 2026 (“Stipulation”; ECF No. 62-3).

purchased by brokerage firms, banks, institutions, and other third-party nominees in the name of the nominee, on behalf of the beneficial purchasers. Epiq maintains and updates an internal list of the largest and most common banks, brokers, and other nominees. At the time of the initial mailing, Epiq's internal broker list contained 884 mailing records. On June 18, 2026, Epiq caused a letter to brokers, banks, and other nominees (the "Broker Notice"), along with the Postcard Notice, to be mailed to the 884 mailing records contained in its internal broker list. Attached as Exhibit B is a true and correct copy of the Broker Notice.

5. In total, 901 copies of the Postcard Notice were mailed to potential Settlement Class Members and nominees by first-class mail on June 18, 2026.

6. The Broker Notice directed that any persons or entities that purchased publicly traded Eagle common stock during the Settlement Class Period for the beneficial interest of a person or entity other than themselves to either: (a) request additional copies of the Postcard Notice for such beneficial owners from Epiq no later than seven (7) calendar days after receipt of the Broker Notice, and within seven (7) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; (b) request from the Claims Administrator a link to the Notice of (I) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice"), and the Proof of Claim Form ("Claim Form"; and together with the Notice, the "Notice Packet"), and within seven (7) calendar days of receipt of the link, email the link to the Notice Packet to all such beneficial owners for whom valid email addresses are available; or (c) provide a list of the names, mailing addresses and email addresses (to the extent available) of all such beneficial owners to the Claims Administrator. True and correct copies of the Notice and Claim Form are attached hereto as Exhibits C and D, respectively.

7. Through July 13, 2026, Epiq mailed an additional 63 Postcard Notices to potential members of the Settlement Class based on requests received from individuals, entities, or nominees requesting that Postcard Notices be mailed to such persons or entities. Each mailing request was responded to in a timely manner, and Epiq will continue to timely respond to any additional requests received.

8. In addition to the mailed Postcard Notices, one nominee filer requested Epiq email notice to beneficial owners. Epiq promptly emailed the Notice Packet as requested to 5 beneficial owners.

9. As of July 13, 2026, an aggregate of 964 Postcard Notices, and 5 Notice Packets, have been disseminated to potential Settlement Class Members and nominees by first-class mail. As of July 13, 2026, a total of one Postcard Notice remains undeliverable.

10. Where potential Settlement Class Members request a copy of the Notice Packet mailed to their address, Epiq has timely responded to the request. As of July 13, 2026, Epiq has mailed one Notice Packet. Epiq will continue to timely respond to any additional requests for Notice Packets.

11. Accordingly, not including the one Postcard Notice that remains undeliverable, as of July 13, 2026, a total of 970 Postcard Notices and Notice Packets have been disseminated to potential Settlement Class Members and nominees by first-class mail or email.

12. Epiq also caused the Notice to be published by the Depository Trust Company (“DTC”) on the DTC Legal Notice System (“LENS”) on June 18, 2026. LENS enables the participating bank and broker nominees to review the Postcard Notice and contact Epiq for copies of the Postcard Notice for their beneficial holders.

PUBLICATION OF THE SUMMARY NOTICE

13. Pursuant to the Preliminary Approval Order, Epiq caused the Summary Notice of (I) Pendency of Class Action, Certification of Settlement Class, Proposed Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses ("Summary Notice") to be published once in *Investor's Business Weekly* and to be transmitted once over *PRNewswire* on June 22, 2026. Attached as Exhibit E is a Confirmation of Publication attesting to the publication of the Summary Notice in *Investor's Business Weekly* and a screenshot attesting to the transmittal of the Summary Notice over *PRNewswire*. The Summary Notice was also published to the Settlement Website.

CALL CENTER SERVICES

14. Epiq reserved a toll-free phone number for this Action, 1-877-313-8718, which was set forth in the Postcard Notice, Notice, Claim Form, Summary Notice, and on the Settlement Website.

15. The toll-free number connects callers with an Interactive Voice Recording ("IVR"). The IVR provides callers with pre-recorded information, including a summary of the Action and the option to request a copy of the Notice Packet. The toll-free telephone line with pre-recorded information is available 24 hours a day, 7 days a week. Epiq made the IVR available on June 18, 2026.

16. In addition, Monday through Friday from 6:00 a.m. to 6:00 p.m. Pacific Time (excluding official holidays), callers can speak to a live operator regarding the status of the Administration and/or obtain answers to questions they may have about communications they receive from Epiq. During other hours, callers may leave a message for an agent to call them back. As of the date of this declaration, Epiq has received a total of 5 calls to the toll-free number. Where callback was requested, all calls were promptly returned.

SETTLEMENT WEBSITE

17. In accordance with paragraph 7(c) of the Preliminary Approval Order, Epiq designed, implemented, and currently maintains the Settlement Website, a case-specific website dedicated to the Settlement. The website address for the Settlement Website was set forth in the Postcard Notice, Notice, Claim Form, and Summary Notice. The Settlement Website became operational on June 18, 2025. It is accessible 24 hours a day, 7 days a week, allows for online claim filing, and provides instructions and a claims filing template for institutional investors.

18. The Settlement Website also includes general information regarding the Settlement, including the exclusion, objection, and claim-filing deadlines, as well as the date and time of the Court's Settlement Hearing. In addition, Epiq posted downloadable copies of the Postcard Notice, Notice, Claim Form, Summary Notice, Stipulation, Preliminary Approval Order, and the Amended Class Action Complaint on the Settlement Website.

19. As of the date of this declaration, 435 sessions have been tracked to the Settlement Website. Throughout the 435 sessions, there have been 903 page hits to the distinct web pages.

20. Epiq will continue operating, maintaining and, as appropriate, updating the Settlement Website until the conclusion of this administration.

REQUESTS FOR EXCLUSION RECEIVED TO DATE

21. The Postcard Notice, Notice, Settlement Website, and Summary Notice all informed potential Settlement Class Members that requests for exclusion are to be sent to the Claims Administrator, such that they are received by Epiq no later than July 29, 2026. The Settlement Website and Notice set forth the information that must be included in each request for exclusion. Through July 13, 2026, Epiq has not received any requests for exclusion.

CLAIMS RECEIVED TO DATE

22. The Postcard Notice, Notice, Summary Notice and Settlement Website informed potential Settlement Class Members that if they wished to participate in the Settlement, they must submit a Proof of Claim Form to Epiq, with supporting documentation, postmarked or received by October 16, 2026. As of the date of this declaration, Epiq has received 17 claims by mail or electronically. In Epiq's experience, the vast majority of claimants submit their claims on or shortly before the deadline. In particular, the majority of institutional investors, brokers, and nominees typically file Claim Forms electronically on or near the claims deadline.

23. Claims received, both before and after the claim filing deadline, will be subject to a comprehensive review under Epiq's standard claims-processing procedures, which will identify any deficiencies in the Claims received. Epiq will then communicate with Claimants that have deficient, but correctable, Claims to bring those Claims into compliance. Thus, Epiq is unable to report on the number of valid Claims submitted at this time.

24. Once claim processing is complete, Epiq's recommendations regarding the acceptance and rejection of Claims will be presented to the Court in conjunction with Lead Counsel's Motion for Class Distribution Order. *See* Stipulation, ¶26. In our experience, approximately 30% to 50% of the Claims received in a federal securities class action will be valid.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed on July 14, 2026, at New York, New York.

Melissa Mejia
Melissa Mejia

EXHIBIT A

Eagle Pharmaceuticals Securities Litigation
c/o Epiq
PO Box 4790
Portland, OR 97208-4790

COURT-ORDERED LEGAL NOTICE

**Important Notice about a Securities Class
Action Settlement.**

**You may be entitled to a CASH payment.
This Notice may affect your legal rights.
Please read it carefully.**

Miller v. Eagle Pharmaceuticals, Inc., Case
No. 2:23-CV-23011-MAH (D.N.J.)



There has been a proposed Settlement of claims against Eagle Pharmaceuticals, Inc. (“Eagle”) and its executives Scott Tarriiff and Brian Cahill (collectively, the “Defendants”). The Settlement would resolve a lawsuit in which Plaintiffs allege that Defendants disseminated materially false and misleading information to the investing public about Eagle’s sales of its drug Pemfexy in the second quarter of 2022, in violation of the federal securities laws. Defendants deny any wrongdoing. You received this Postcard Notice because you or someone in your family may have purchased the publicly traded common stock of Eagle between August 9, 2022 and October 1, 2024, both dates inclusive.

The Settlement dismisses and releases all claims against Defendants and creates a fund consisting of \$9,500,000, plus interest earned thereon and less attorneys’ fees and other expenses, which will be divided among Settlement Class Members who timely submit valid Proof of Claim and Release Forms (“Claim Form”). **For all details of the Settlement, read the Stipulation and full Notice, available at www.EaglePharmaSecuritiesSettlement.com. The Notice will contain information related to, among other things, the allocation of the settlement fund, and the average recovery per affected share of Eagle common stock.**

To qualify for payment, you must submit a Claim Form. The Claim Form can be found on the website www.EaglePharmaSecuritiesSettlement.com or will be mailed to you upon request to the Claims Administrator (877-313-8718). **Claim Forms must be received or postmarked by October 16, 2026.** If you do not want to be legally bound by the Settlement, you must exclude yourself by July 29, 2026, or you will not be able to sue the Defendants about the legal claims in this case. If you exclude yourself, you cannot get money from this Settlement. If you want to object to the Settlement, you may submit an objection by July 29, 2026. The detailed Notice explains how to submit a Claim Form, exclude yourself, or object.

The Court will hold a hearing in this case on August 19, 2026, to consider whether to approve the Settlement and a request by the lawyers representing the Settlement Class for up to 33⅓% of the Settlement Fund in attorneys’ fees, plus actual expenses up to \$150,000 for litigating the case and negotiating the Settlement, and reimbursement of Plaintiffs’ costs and expenses in an aggregate amount not to exceed \$35,000. You may attend the hearing and ask to be heard by the Court, but you do not have to. For more information, call toll-free (877-313-8718) or visit the Settlement website and read the detailed Notice.

EXHIBIT B

Eagle Pharmaceuticals Securities Litigation
c/o Epiq Systems, Inc.
P.O. Box 4790
Portland, OR 97208-4790

Website: www.EaglePharmaSecuritiesSettlement.com
Email: info@EaglePharmaSecuritiesSettlement.com
Phone: 1-877-313-8718

NOTICE TO BROKERS, BANKS, AND OTHER NOMINEES

**TIME-SENSITIVE, COURT-ORDERED
ACTION REQUIRED ON YOUR PART**

***Eagle Pharmaceuticals Securities Litigation*
Case No. 2:23-CV-23011-MAH**

A proposed settlement of the above-noted securities class actions has been reached. Enclosed is the Postcard Notice that the Court has ordered to be timely sent to potential Class Members.

The Class consists of all persons and entities who purchased the publicly traded common stock of Eagle Pharmaceuticals, Inc. between August 9, 2022 and October 1, 2024, inclusive.

If you are a broker or other nominee who purchased publicly traded common stock of Eagle Pharmaceuticals, Inc. between August 9, 2022 and October 1, 2024, inclusive, for the beneficial interest of persons or organizations other than yourself, you must either:

- (a) within **seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement**, request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within **seven (7) calendar days of receipt of those Postcard Notices** forward them to all such beneficial owners; or
- (b) within **seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement**, request from the Claims Administrator a link to the Notice and Claim Form and, within seven (7) calendar days of receipt of the link, email the link to all such beneficial owners for whom valid email addresses are available; or
- (c) provide a list of the names, mailing addresses and email addresses (to the extent available) of all such beneficial owners to the Claims Administrator at *Eagle Pharmaceuticals Securities Litigation*, c/o Epiq Systems, Inc., P.O. Box 4790, Portland, OR 97208-4790, in which event the Claims Administrator shall promptly mail the Postcard Notice, or email a link to the Notice and Claim Form, to such beneficial owners.

If you choose the first or second option, Nominees shall also send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed. Nominees are not authorized to print the Postcard Notice themselves for mailing.

PLEASE NOTE: These documents contain deadlines that could impact your customers' rights.

If you are providing a list of names and addresses to the Claims Administrator, please do the following:

- (a) Compile a list of names and last known addresses of the beneficial owners described above.
- (b) Prepare the list in Microsoft Excel format following the "Electronic Name and Address File Layout" set forth on page 2. A preformatted spreadsheet can also be found on the "Nominees" page of the website, www.EaglePharmaSecuritiesSettlement.com.
- (c) Then you must do one of the following:
 - 1. Burn the Microsoft Excel file(s) to a CD or DVD and mail the CD or DVD to:

Eagle Pharmaceuticals Securities Litigation
c/o Epiq Systems, Inc.
P.O. Box 4790
Portland, OR 97208-4790

For Questions, Please Call 1-877-313-8718.

2. Email the spreadsheet to info@EaglePharmaSecuritiesSettlement.com; or
3. Upload the spreadsheet to the “Nominees” page of the website, www.EaglePharmaSecuritiesSettlement.com.

If you are going to forward the Postcard Notice to the beneficial owners, request the needed number of copies of the Postcard Notice via email to info@EaglePharmaSecuritiesSettlement.com.

Expense Reimbursement

Expense reimbursements (including postage and costs to compile names and addresses) were determined by the Court. Nominees may seek reimbursement of their reasonable expenses actually incurred, not to exceed: (a) \$0.02 per name, mailing address, and email address (to the extent available) provided to Claims Administrator; (b) \$0.02 per email for emailing notice; or (c) \$0.02 per postcard, plus postage at the pre-sort rate used by the Claims Administrator, for mailing the Postcard Notice. Proper documentation supporting the expenses for which reimbursement is sought must be provided. Please submit your invoice within one month of completing the mailing or providing your file.

Electronic Name and Address File Layout

Column	Description	Length	Notes
A	Account #	15	Unique identifier for each record
B	Beneficial owner’s first name	25	
C	Beneficial owner’s middle name	15	
D	Beneficial owner’s last name	30	
E	Joint beneficial owner’s first name	25	
F	Joint beneficial owner’s middle name	15	
G	Joint beneficial owner’s last name	30	
H	Business or record owner’s name	60	
I	Representative or contact name	45	Businesses, trusts, IRAs, and other types of accounts
J	Address 1	35	
K	Address 2	25	
L	City	25	
M	U.S. state or Canadian province	2	U.S. and Canada addresses only ¹
N	ZIP Code	10	
O	Country (other than U.S.)	15	
P	Email address	35	

For further details, please refer to the enclosed Notice.

If you have any questions, you may contact the Claims Administrator at 1-877-313-8718 or by email at info@EaglePharmaSecuritiesSettlement.com. Thank you for your cooperation.

¹ For countries other than the U.S. and Canada, place any territorial subdivision in “Address 2” field.

For Questions, Please Call 1-877-313-8718.

Eagle Pharmaceuticals Securities Litigation
 c/o Epiq
 PO Box 4790
 Portland, OR 97208-4790

COURT-ORDERED LEGAL NOTICE
**Important Notice about a Securities Class
 Action Settlement.**

**You may be entitled to a CASH payment.
 This Notice may affect your legal rights.
 Please read it carefully.**

Miller v. Eagle Pharmaceuticals, Inc., Case
 No. 2:23-CV-23011-MAH (D.N.J.)



***THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.
 PLEASE VISIT WWW.EAGLEPHARMASECURITIESSETTLEMENT.COM FOR MORE INFORMATION.***

There has been a proposed Settlement of claims against Eagle Pharmaceuticals, Inc. (“Eagle”) and its executives Scott Tarriff and Brian Cahill (collectively, the “Defendants”). The Settlement would resolve a lawsuit in which Plaintiffs allege that Defendants disseminated materially false and misleading information to the investing public about Eagle’s sales of its drug Pemfexy in the second quarter of 2022, in violation of the federal securities laws. Defendants deny any wrongdoing. You received this Postcard Notice because you or someone in your family may have purchased the publicly traded common stock of Eagle between August 9, 2022 and October 1, 2024, both dates inclusive.

The Settlement dismisses and releases all claims against Defendants and creates a fund consisting of \$9,500,000, plus interest earned thereon and less attorneys’ fees and other expenses, which will be divided among Settlement Class Members who timely submit valid Proof of Claim and Release Forms (“Claim Form”). **For all details of the Settlement, read the Stipulation and full Notice, available at www.EaglePharmaSecuritiesSettlement.com. The Notice will contain information related to, among other things, the allocation of the settlement fund, and the average recovery per affected share of Eagle common stock.**

To qualify for payment, you must submit a Claim Form. The Claim Form can be found on the website www.EaglePharmaSecuritiesSettlement.com or will be mailed to you upon request to the Claims Administrator (877-313-8718). **Claim Forms must be received or postmarked by October 16, 2026.** If you do not want to be legally bound by the Settlement, you must exclude yourself by July 29, 2026, or you will not be able to sue the Defendants about the legal claims in this case. If you exclude yourself, you cannot get money from this Settlement. If you want to object to the Settlement, you may submit an objection by July 29, 2026. The detailed Notice explains how to submit a Claim Form, exclude yourself, or object.

The Court will hold a hearing in this case on August 19, 2026, to consider whether to approve the Settlement and a request by the lawyers representing the Settlement Class for up to 33⅓% of the Settlement Fund in attorneys’ fees, plus actual expenses up to \$150,000 for litigating the case and negotiating the Settlement, and reimbursement of Plaintiffs’ costs and expenses in an aggregate amount not to exceed \$35,000. You may attend the hearing and ask to be heard by the Court, but you do not have to. For more information, call toll-free (877-313-8718) or visit the Settlement website and read the detailed Notice.

AM7292 v.02

For Questions, Please Call 1-877-313-8718.

EXHIBIT C

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

NICHOLAS MILLER, Individually and On Behalf
of All Others Similarly Situated,

Plaintiff,

v.

EAGLE PHARMACEUTICALS, INC., SCOTT
TARRIFF, and BRIAN CAHILL,

Defendants.

Case No. 2:23-CV-23011-MAH

**NOTICE OF (I) PENDENCY OF CLASS ACTION, CERTIFICATION OF SETTLEMENT
CLASS, PROPOSED SETTLEMENT AND PLAN OF ALLOCATION; (II) SETTLEMENT
FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the District of New Jersey (the “Court”), if you purchased the publicly traded common stock of Eagle Pharmaceuticals, Inc. between August 9, 2022 and October 1, 2024, both dates inclusive (the “Settlement Class Period”).¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed lead plaintiff Evans Associates I, LLC (“Lead Plaintiff”) and named plaintiffs Nicholas Miller, Liyu Wang, and Joanna Pluta (together with Lead Plaintiff, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined in ¶ 29 below), have reached a proposed settlement of the Action for \$9,500,000 in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact any Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 98 below).

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendants Eagle Pharmaceuticals, Inc. (“Eagle” or the “Company”), and defendants Scott Tarriff and Brian Cahill (collectively, “Individual Defendants”; and together with Eagle, “Defendants”) violated the federal securities laws by making false and misleading statements regarding sales of Eagle’s drug Pempfexy. A more detailed description of the Action is set forth in paragraphs 11-28 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in paragraph 29 below.

2. **Statement of the Settlement Class’s Recovery:** Subject to Court approval, Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle the Action in exchange for a settlement payment of \$9,500,000 in cash (the “Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys’ fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the “Plan of Allocation”) is set forth in paragraphs 60-80 below.

¹ All capitalized terms used in this Notice that are not otherwise defined herein have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated March 13, 2026 (the “Stipulation”), which is available at www.EaglePharmaSecuritiesSettlement.com.

3. **Estimate of Average Amount of Recovery Per Share of Eagle Common Stock:** Assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) per eligible share of Eagle common stock is \$1.18. Settlement Class Members should note, however, that the foregoing average recovery per share of Eagle common stock is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased and/or sold their Eagle common stock, and the total number of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (see paragraphs 60-80 below) or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share of Eagle Common Stock:** Plaintiffs and Defendants (the “Parties”) do not agree on the average amount of damages per share of Eagle common stock that would be recoverable if Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.

5. **Attorneys’ Fees and Expenses Sought:** Court-appointed Lead Counsel, Glancy Prongay Wolke & Rotter LLP (“Lead Counsel”) and liaison counsel Carella, Byrne, Cecchi, Brody & Agnello, P.C. (“Liaison Counsel”), which have been prosecuting the Action on a wholly contingent basis since their appointment by the Court in 2024, and additional counsel for Plaintiffs, Jack I. Zwick, Esq., and the Law Offices of Frank R. Cruz, have not received any payment of attorneys’ fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Lead Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 33⅓% of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$185,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class in an aggregate amount not to exceed \$35,000. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Estimates of the average cost per affected share of Eagle common stock, if the Court approves Lead Counsel’s fee and expense application, is \$0.42 per eligible share.

6. **Identification of Attorneys’ Representatives:** Plaintiffs and the Settlement Class are represented by Garth Spencer, Esq. of Glancy Prongay Wolke & Rotter LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067, (310) 201-9150, settlements@glancylaw.com.

7. **Reasons for the Settlement:** Plaintiffs’ principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

SUBMIT A CLAIM FORM POSTMARKED OR ONLINE NO LATER THAN OCTOBER 16, 2026 TO:

Eagle Pharmaceuticals Securities Litigation
c/o Epiq
P.O. Box 4790
Portland, OR 97208-4790

or

www.EaglePharmaSecuritiesSettlement.com

This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs’ Claims (defined in ¶ 43 below) that you have against Defendants and the other Released Defendants’ Parties (defined in ¶ 44 below), so it is in your interest to submit a Claim Form. For more information on submitting a Claim Form, please see ¶ 49.

EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION POSTMARKED NO LATER THAN JULY 29, 2026.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Released Defendants' Parties concerning the Released Plaintiffs' Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION POSTMARKED NO LATER THAN JULY 29, 2026.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
GO TO A HEARING ON AUGUST 19, 2026, AT 2:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JULY 29, 2026.	Submitting a written objection and notice of intention to appear by July 29, 2026, allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

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WHY DID I GET THE POSTCARD NOTICE?

8. The Court directed that the Postcard Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased publicly traded Eagle common stock during the Settlement Class Period. The Court also directed that this Notice be posted online at www.EaglePharmaSecuritiesSettlement.com and mailed to you upon request to the Claims Administrator. The Court has directed us to disseminate these notices because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See paragraphs 86-87 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. This litigation is about allegedly false and misleading statements made by Defendants concerning Eagle's sales of its drug Pemfexy in the second quarter of 2022, and about the effectiveness of Eagle's internal controls over financial reporting.

12. On December 11, 2023, Plaintiffs' Counsel filed a class action complaint on behalf of Plaintiff Nicholas Miller in the Court, styled *Miller v. Eagle Pharmaceuticals, Inc.*, Case No. 2:23-cv-23011.

13. On February 9, 2024, Plaintiffs' Counsel moved for appointment of Evans Associates I, LLC as lead plaintiff. In an opinion and order dated August 19, 2024, the Court appointed Evans Associates I, LLC as Lead Plaintiff and approved Lead Plaintiff's selection of Glancy Prongay & Murray LLP (now known as Glancy Prongay Wolke & Rotter LLP) as to serve as Lead Counsel and Carella, Byrne, Cecchi, Brody & Agnello, P.C. to serve as Liaison Counsel for the putative class.

14. On October 2, 2024, Eagle filed a Form 8-K with the SEC publicly stating that its financial statements dating back to the quarter ended June 30, 2022, should no longer be relied upon and should be restated.

15. On October 7, 2024, the Court approved the Parties' agreed upon schedule that provided, among other things, that Lead Plaintiff would file an amended complaint within 45 days of Eagle's publication of restated financial statements for the periods from the second quarter of 2022 to the second quarter of 2023.

16. On April 29, 2025, Plaintiffs' Counsel and Defendants' Counsel participated in a full-day, in-person mediation session with their agreed mediator, Caroline Cheng, Esq. of Phillips ADR Enterprises. In advance of that session, Plaintiffs provided Defendants with a draft amended complaint, and the Parties exchanged, and provided to Ms. Cheng, detailed mediation statements and exhibits, which addressed the issues of both liability and damages. The session ended without an agreement being reached; however, Ms. Cheng continued to work with the Parties over the following weeks and months.

17. On July 10, 2025, though Eagle had not published restated financial statements for the periods from the second quarter of 2022 to the second quarter of 2023, the Parties agreed to a revised schedule for Lead Plaintiff's amended complaint and Defendants' response thereto.

18. On July 11, 2025, Plaintiffs filed and served the Amended Class Action Complaint for Violations of the Federal Securities Laws (the "Complaint") asserting claims against: (i) Defendants Eagle, Scott Tarriff, and Brian Cahill under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated

thereunder; and (ii) Defendants Tarriff and Cahill under Section 20(a) of the Exchange Act. Among other things, the Complaint alleged that Defendants made materially misleading statements and omitted material facts regarding the amount of Eagle's revenue derived from Pemfexy sales and the effectiveness of Defendants' internal controls over financial reporting. The Complaint further alleged that the prices of Eagle's publicly traded common stock were artificially inflated during the class period as a result of Defendants' allegedly false and misleading statements, and declined when the truth was revealed.

19. On August 25, 2025, Defendants Eagle and Cahill filed a motion to dismiss the Complaint, and Defendant Tarriff filed a notice of joinder in the motion to dismiss.

20. After continuing negotiations and discussions with the Parties, Ms. Cheng made a double-blind mediator's recommendation to resolve the Action for \$9,500,000 in cash for the benefit of the Settlement Class. On September 30, 2025, Ms. Cheng announced that each of the Parties had accepted the mediator's proposal. Thereafter, the Parties negotiated concerning the terms of an agreement in principle to settle the Action to be set forth in a settlement term sheet.

21. On October 9, 2025, Plaintiffs, in an abundance of caution should the Parties ultimately fail to finalize a settlement in accord with the mediator's proposal, filed their papers in opposition to Defendants' motion to dismiss. On October 24, 2025, Defendants, with Plaintiffs' consent, advised the Court that an agreement in principle to resolve the Action had been reached, and requested an extension of the deadline to file Defendants' reply brief in support of the motion to dismiss, which extension the Court granted.

22. After further negotiations between the Parties, the agreement in principle to settle the Action was memorialized in a term sheet dated November 5, 2025 (the "Term Sheet"). The Term Sheet sets forth, among other things, the Parties' agreement to settle and release all claims asserted against Defendants in the Action in return for a cash payment by or on behalf of Defendants of \$9,500,000 for the benefit of the Settlement Class, subject to certain terms and conditions, and contemplates the execution of a customary "long form" stipulation and agreement of settlement and related papers.

23. Following the execution of the Term Sheet, the Parties met and conferred concerning Defendants' provision of discovery to enable Plaintiffs to further evaluate the fairness, reasonableness, and adequacy of the Parties' agreement in principle. On December 2, 2025, the Parties entered into a stipulation providing for confidential treatment of the discovery materials produced by Defendants. From December 8, 2025 to January 29, 2026, Defendants produced approximately 115,000 pages of documents including accounting memos and spreadsheets, contracts between Eagle and its customers, materials from Eagle's Board of Directors, emails, and additional documents relating to Pemfexy's shelf life, projected demand, customer inventories, and other relevant subjects. After reviewing and analyzing the discovery produced by Defendants, Plaintiffs' Counsel concluded that it supports the fairness, reasonableness, and adequacy of the Parties' agreement in principle.

24. During and after the settlement-related informal discovery process, the Parties continued to negotiate concerning the terms of the long form stipulation and agreement of settlement and related papers, exchanging multiple drafts.

25. The Parties finalized their agreement to settle the Action in the Stipulation and Agreement of Settlement dated March 13, 2026. The Stipulation may be reviewed on the Settlement Website, www.EaglePharmaSecuritiesSettlement.com.

26. Based on the investigation and mediation of the case and Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, Plaintiffs have agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things, (a) the substantial financial benefit that Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

27. The Stipulation and the Settlement constitute a compromise of matters that are in dispute among the Parties. Defendants are entering into the Stipulation solely to eliminate the uncertainty, distraction, time, burden, and expense of further protracted litigation. Each of the Defendants denies any wrongdoing. The Settlement and the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants, or any other of the Released Defendants' Parties (defined in ¶ 44 below), with respect to any claim or allegation of any fault, liability, wrongdoing, or damages whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. Defendants expressly deny that Plaintiffs have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

28. On May 18, 2026, the Court preliminarily approved the Settlement, authorized the Postcard Notice to be mailed to potential Settlement Class Members and this Notice to be posted online and mailed to potential Settlement Class Members upon request, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

29. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons and entities who purchased the publicly traded common stock of Eagle Pharmaceuticals, Inc. between August 9, 2022 and October 1, 2024, both dates inclusive, and who were damaged thereby.

Excluded from the Settlement Class are: (a) persons and entities that suffered no compensable losses; and (b)(i) Defendants; (ii) any person who served as a partner, control person, officer and/or director of Eagle during the Settlement Class Period, and members of their Immediate Families; (iii) present and former parents, subsidiaries, assigns, successors, and predecessors of Eagle; (iv) any entity in which the Defendants have or had a controlling interest; (v) any trust of which an Individual Defendant is the settlor or which is for the benefit of an Individual Defendant and/or member(s) of their Immediate Families; (vi) Defendants' liability insurance carriers; and (vii) the legal representatives, heirs, successors, predecessors, and assigns of any person or entity excluded under provisions (i) through (vi) hereof. Also excluded from the Settlement Class are any persons and entities who or which submit a request for exclusion from the Settlement Class that is accepted by the Court (*see* "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself," on page 14 below).

PLEASE NOTE: RECEIPT OF THE POSTCARD NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is available online at www.EaglePharmaSecuritiesSettlement.com or which can be mailed to you upon request to the Claims Administrator, and the required supporting documentation as set forth therein. The Claim Form must be postmarked or received no later than October 16, 2026.

WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?

30. Plaintiffs and Lead Counsel believe that the claims asserted against the Defendants have merit. They recognize, however, many offsetting factors such as the expense and length of the continued proceedings necessary to pursue their claims against the Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages.

31. For instance, Plaintiffs alleged that Defendants made material omissions and misleading statements regarding the amount of Eagle's revenue from Pemfexy sales and the effectiveness of Defendants' internal controls over financial reporting. Defendants argued in their motion to dismiss the Complaint, and would likely continue to argue, that: (i) Plaintiffs failed to plead scienter because, among other reasons, Defendants had no cognizable motive to defraud investors, the Complaint improperly relied on unproven allegations from an unadjudicated complaint filed in another lawsuit, and no facts were alleged to show that anyone at Eagle believed its accounting was wrong when issued; (ii) Plaintiffs failed to plead an actionable misstatement or omission because, for example, there were no allegations specifying which of Eagle's internal controls were ineffective, and the challenged financial statements were honestly believed statements of opinion; and (iii) Plaintiffs failed to plead loss causation because none of the Complaint's cited corrective disclosures revealed the alleged fraud. When the Parties agreed to the Settlement, Defendants' motion to dismiss had not yet been decided by the Court. Motions to dismiss filed in securities class actions are often granted in whole or in part, and a ruling in Defendants' favor on any of their arguments could have significantly reduced, or altogether eliminated, Defendants' potential liability in the Action.

32. If Plaintiffs prevailed over Defendants' motion to dismiss, they would then have to obtain information in discovery to prove their claims, and Defendants would have likely challenged the sufficiency of Plaintiffs' evidence in a motion for summary judgment and at trial. Specifically, Plaintiffs would have to prove each of the following elements: (i) falsity (*i.e.*, that the Defendants made false statements); (ii) materiality (that the Defendants made false or misleading statements about a material fact); (iii) scienter (that there was a strong inference that the Defendants made such materially false statements on purpose, or recklessly); (iv) loss causation (that the Defendants' materially false statements proximately caused the decline in Eagle's stock price); and (v) damages. Defendants, on the other hand, need only negate one element for Plaintiffs and the class to lose, and each element had risks.

33. In addition to proving liability and damages, Plaintiffs would have to show that the Action was entitled to proceed as a class action. While Lead Counsel believes that class certification in the Action is warranted, Defendants likely would have contested this issue as well. Even if the hurdles to establishing liability and class certification were overcome, the amount of damages that could be attributed to the allegedly false statements would be hotly contested. Defendants argued, and would likely continue to argue, that Plaintiffs could not show that investors' losses were caused by the revelation of any previously concealed information, as opposed to other factors.

34. In addition, even if, years in the future, Plaintiffs prevailed through trial and appeals to obtain a judgment against Defendants, their ability to collect on that judgment would not be certain. Therefore, there is a risk that Eagle would not have sufficient funds to pay a judgment years in the future. Similarly, there is a risk that the Individual Defendants may not have sufficient funds to pay a substantial judgment. While Eagle has insurance policies that may contribute to payment of a judgment, the amounts available under those policies are limited and would be continually reduced by Defendants' expenses from ongoing litigation of the Action. Furthermore, such policies often allow the insurers to deny coverage if the insureds are found by a final judicial determination to have engaged in fraud, as Plaintiffs would have sought to prove.

35. Simply put, if the litigation were to continue, Plaintiffs would need to prevail on multiple elements and at several stages—the pending motion to dismiss, motions for class certification and summary judgment, and at trial—in order to recover anything. And if Plaintiffs prevailed at all those stages, they would likely face appeals. Thus, there were very significant risks attendant to the continued prosecution of the Action, and even if Plaintiffs prevailed, it would be several years in the future, and there would still be uncertainty as to whether any judgment could fully be collected from Defendants or their insurers.

36. In light of these risks and other considerations, the amount of the Settlement and the immediacy of recovery to the Settlement Class, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$9,500,000 dollars, as compared to the risk that the claims in the Action would produce a smaller or no recovery after a decision on Defendants' motion to dismiss and after class certification, summary judgment, trial, and appeals, possibly years in the future.

37. Defendants have denied, and continue to deny, any and all allegations of fault, liability, wrongdoing, or damages whatsoever arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants have denied, and continue to deny, the allegations that Lead Plaintiffs or any Settlement Class Members have suffered damages or were harmed by any of the conduct alleged in the Action or that could have been alleged as part of the Action. Defendants maintain that they have meritorious defenses to all claims in the Action. Defendants have agreed to the Settlement solely to eliminate the uncertainty, burden, and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

38. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

39. As a Settlement Class Member, you are represented by Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his

or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page 15 below.

40. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” on page 14 below.

41. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

42. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs and all the other members of the Settlement Class, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Plaintiffs’ Claims (as defined in ¶ 43 below) on behalf of the respective Settlement Class Member in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever released each and every Released Plaintiffs’ Claim against the Defendants and the other Released Defendants’ Parties (as defined in ¶ 44 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Released Defendants’ Parties.

43. “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether disclosed or undisclosed, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether arising under federal, state, common, foreign, or other law or rule, that Plaintiffs or any other member of the Settlement Class: (i) asserted in the Complaint; or (ii) could have asserted in any forum that arise out of, are based upon, relate to, or involve, directly or indirectly, the allegations, transactions, facts, conduct, matters or occurrences, representations or omissions involved, set forth or referred to in the Complaint and that relate to the purchase of publicly traded Eagle common stock during the Settlement Class Period. Released Plaintiffs’ Claims do not include: (i) any claims relating to the enforcement of the Settlement or final judgment in the Action; and (ii) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court.

44. “Released Defendants’ Parties” means (i) Defendants; (ii) the Immediate Family members of the Individual Defendants; (iii) any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or his Immediate Family members; (iv) for any of the entities listed in parts (i) through (iii), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, parents, predecessors, successors, subsidiaries, assigns, heirs, executors, and any controlling person thereof; and (v) any entity in which a Defendant has a controlling interest; all in their capacities as such.

45. “Unknown Claims” means any Released Plaintiffs’ Claims which Plaintiffs, any other Settlement Class Member, or any other person or entity legally entitled to bring Released Plaintiffs’ Claims on behalf of any Settlement Class Member in such capacity only, does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant, or any other person or entity legally entitled to bring Released Defendants’ Claims on behalf of the Defendants in such capacity only, does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other releasing parties shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs and Defendants acknowledge, and each of the other Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

46. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, and any person or entity that can assert claims on their behalf, in such capacity only, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever released each and every Released Defendants' Claim (as defined in ¶ 47 below) against Plaintiffs and the other Released Plaintiffs' Parties (as defined in ¶ 48 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Released Plaintiffs' Parties.

47. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or are based upon the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants' Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

48. "Released Plaintiffs' Parties" means (i) Plaintiffs, all Settlement Class members, any other plaintiffs in the Action, Lead Counsel, any other counsel for plaintiffs in the Action, and (ii) each of their respective family members, and their respective partners, general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, parents, predecessors, successors, subsidiaries, assigns, heirs, executors, and any controlling person thereof; all in their capacities as such.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

49. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form to the Claims Administrator by first-class mail to:

Eagle Pharmaceuticals Securities Litigation
c/o Epiq
P.O. Box 4790
Portland, OR 97208-4790

OR SUBMITTED ONLINE at www.EaglePharmaSecuritiesSettlement.com. The completed Claim Form must include adequate supporting documentation and must be **postmarked or received no later than October 16, 2026**. A Claim Form is available on the website maintained by the Claims Administrator for the Settlement, www.EaglePharmaSecuritiesSettlement.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at 1-877-313-8718. Please retain all records of your ownership of and transactions in Eagle common stock, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

50. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

51. Pursuant to the Settlement, Defendants have agreed to pay or caused to be paid nine million and five-hundred thousand dollars (\$9,500,000) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

52. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

53. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the plan of allocation. In no instance shall Defendants or any Released Defendants' Parties be required to pay any amount other than as expressly provided for in the Stipulation.

54. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

55. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked or received on or before October 16, 2026, shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 43 above) against the Released Defendants' Parties (as defined in ¶ 44 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Released Defendants' Parties whether or not such Settlement Class Member submits a Claim Form.

56. Participants in and beneficiaries of a plan covered by ERISA ("ERISA Plan") should NOT include any information relating to their transactions in Eagle common stock held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those shares of Eagle common stock that they themselves purchased or acquired outside of the ERISA Plan. Claims based on any ERISA Plan's purchases of Eagle common stock during the Settlement Class Period may be made by the plan's trustees. To the extent any of the Defendants or any of the other persons or entities excluded from the Settlement Class are participants in the ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan.

57. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

58. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

59. Only Settlement Class Members, *i.e.*, persons and entities who purchased publicly traded Eagle common stock during the Settlement Class Period and were damaged as a result of the alleged fraud, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. The only security that is included in the Settlement is publicly traded Eagle common stock.

PROPOSED PLAN OF ALLOCATION

60. The objective of the Plan of Allocation is to equitably distribute the Settlement proceeds to those Settlement Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are intended solely as a method to weigh the claims of Authorized Claimants against one another for the purpose of making a *pro rata* allocation of the Net Settlement Fund.

61. The Plan of Allocation generally measures the amount of loss that a Settlement Class Member can claim for purposes of making *pro rata* allocations of the cash in the Net Settlement Fund to Authorized Claimants. The Plan of Allocation is not a formal damages analysis. Recognized Loss Amounts are based primarily on the price declines observed over the period during which Plaintiffs allege corrective information was entering the marketplace.

62. In this Action, Plaintiffs allege that Defendants made false statements and omitted material facts during the Settlement Class Period (*i.e.*, August 9, 2022 through October 1, 2024, both dates inclusive), which had the effect of artificially inflating the price of publicly traded Eagle common stock.² The estimated alleged artificial inflation in the

² Throughout the Settlement Class Period, Eagle common stock was listed on the Nasdaq Global Market exchange, under the ticker symbol "EGRX." After the Settlement Class Period, trading of Eagle common stock on Nasdaq was suspended on October 3, 2024, and the stock began trading on the OTC Expert Market under the ticker "EGRX" beginning October 4, 2024.

price of Eagle common stock during the Settlement Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of Eagle common stock during the Settlement Class Period is based on certain misrepresentations alleged by Plaintiffs and the price change in the stock, net of market- and industry-wide factors, in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Plaintiffs.

63. For losses to be compensable damages under the federal securities laws, disclosures correcting the alleged misrepresentations must be the cause of the decline in the price of Eagle common stock. Plaintiffs allege that corrective disclosures removed the artificial inflation from the price of Eagle common stock on the following dates: May 9, 2023; May 10, 2023; November 9, 2023; November 29, 2023; October 2, 2024; October 3, 2024; and October 4, 2024 (the “Corrective Disclosure Dates”). Accordingly, in order to have a Recognized Loss Amount, Eagle common stock must have been purchased during the Settlement Class Period and held through at least one of these Corrective Disclosure Dates.

64. To the extent a Claimant does not satisfy the conditions set forth in the preceding paragraph, his, her or its Recognized Loss Amount for those transactions will be zero.

Table 1 Artificial Inflation in Eagle Common Stock		
From	To	Per-Share Inflation
August 9, 2022	May 8, 2023	\$17.12
May 9, 2023	May 9, 2023	\$13.30
May 10, 2023	November 8, 2023	\$9.07
November 9, 2023	November 28, 2023	\$5.22
November 29, 2023	October 1, 2024	\$2.64
October 2, 2024	October 2, 2024	\$1.23
October 3, 2024	October 3, 2024	\$1.10
October 4, 2024	Thereafter	\$0.00

65. The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss Amount for Eagle common stock. The limitations on the calculation of the Recognized Loss Amount imposed by the PSLRA are applied such that losses on Eagle common stock purchased during the Settlement Class Period and *held* as of the close of the 90-day period following the end of the Settlement Class Period (the “90-Day Lookback Period”) shall not exceed the difference between the purchase price paid for such stock and its average closing price during the 90-Day Lookback Period. The Recognized Loss Amount on Eagle common stock purchased during the Settlement Class Period and *sold* during the 90-Day Lookback Period shall not exceed the difference between the purchase price paid for such stock and its average closing price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

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

CALCULATION OF PER-SHARE RECOGNIZED LOSS AMOUNTS

67. Based on the formula set forth below, a “Recognized Loss Amount” shall be calculated for each purchase of Eagle common stock during the Settlement Class Period (*i.e.*, August 9, 2022 through October 1, 2024, both dates inclusive) that is listed in the Claim Form and for which adequate documentation is provided.

For each share of Eagle common stock that was purchased during the period August 9, 2022 through October 1, 2024, both dates inclusive:

- a. that was sold before May 9, 2023, the Recognized Loss Amount is \$0.00.
- b. that was sold during the period from May 9, 2023 through October 1, 2024, both dates inclusive, the Recognized Loss Amount is *the lesser of*:
 - i. the per-share price inflation on the date of purchase *minus* the per-share price inflation on the date of sale, as set forth in Table 1 above; or
 - ii. the purchase price *minus* the sale price.

- c. that was sold during the period from October 2, 2024 through December 30, 2024, both dates inclusive (*i.e.*, during the 90-Day Lookback Period), the Recognized Loss Amount is *the least of*:
- the per-share price inflation on the date of purchase *minus* the per-share price inflation on the date of sale, as set forth in Table 1 above; or
 - the purchase price *minus* the sale price; or
 - the purchase price *minus* the “90-Day Lookback Value” on the date of sale as set forth in Table 2 below.
- d. that was held as of the close of trading on December 30, 2024, the Recognized Loss Amount is *the lesser of*:
- the per-share price inflation on the date of purchase as set forth in Table 1 above; or
 - the purchase price *minus* the average closing price for Eagle common stock during the 90-Day Lookback Period, which is \$0.75.

Table 2					
Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value
10/2/2024	\$2.14	10/31/2024	\$0.79	12/2/2024	\$0.78
10/3/2024	\$2.07	11/1/2024	\$0.78	12/3/2024	\$0.78
10/4/2024	\$1.68	11/4/2024	\$0.77	12/4/2024	\$0.78
10/7/2024	\$1.42	11/5/2024	\$0.77	12/5/2024	\$0.79
10/8/2024	\$1.25	11/6/2024	\$0.77	12/6/2024	\$0.79
10/9/2024	\$1.19	11/7/2024	\$0.77	12/9/2024	\$0.79
10/10/2024	\$1.11	11/8/2024	\$0.77	12/10/2024	\$0.79
10/11/2024	\$1.08	11/11/2024	\$0.78	12/11/2024	\$0.79
10/14/2024	\$1.03	11/12/2024	\$0.78	12/12/2024	\$0.78
10/15/2024	\$0.98	11/13/2024	\$0.78	12/13/2024	\$0.78
10/16/2024	\$0.97	11/14/2024	\$0.78	12/16/2024	\$0.78
10/17/2024	\$0.94	11/15/2024	\$0.77	12/17/2024	\$0.78
10/18/2024	\$0.94	11/18/2024	\$0.78	12/18/2024	\$0.77
10/21/2024	\$0.92	11/19/2024	\$0.77	12/19/2024	\$0.77
10/22/2024	\$0.91	11/20/2024	\$0.77	12/20/2024	\$0.77
10/23/2024	\$0.89	11/21/2024	\$0.77	12/23/2024	\$0.76
10/24/2024	\$0.87	11/22/2024	\$0.78	12/24/2024	\$0.76
10/25/2024	\$0.86	11/25/2024	\$0.78	12/26/2024	\$0.76
10/28/2024	\$0.83	11/26/2024	\$0.78	12/27/2024	\$0.75
10/29/2024	\$0.81	11/27/2024	\$0.78	12/30/2024	\$0.75
10/30/2024	\$0.80	11/29/2024	\$0.78	N/A	N/A

ADDITIONAL PROVISIONS

68. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in paragraph 71 below) is \$10.00 or greater.

69. **FIFO Matching:** If a Settlement Class Member has more than one purchase or sale of Eagle common stock, all purchases and sales shall be matched on a first-in, first-out (“FIFO”) basis. Settlement Class Period sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Settlement Class Period.

70. **Calculation of Claimant’s “Recognized Claim”:** A Claimant’s “Recognized Claim” under the Plan of Allocation shall be the sum of his, her, or its Recognized Loss Amounts for all shares of Eagle common stock.

71. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation, and no distribution will be made to such Authorized Claimant.

72. **“Purchase/Sale” Dates:** Purchases and sales of Eagle common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Eagle common stock during the Settlement Class Period shall not be deemed a purchase or sale of Eagle common stock for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase of Eagle common stock unless; (i) the donor or decedent purchased such Eagle common stock during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Eagle common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

73. **Eagle Common Stock Acquired Through the Exercise, Conversion or Exchange of Non-Publicly Traded Securities:** Notwithstanding any of the above, Eagle common stock acquired through the exercise, conversion, or exchange of non-publicly traded securities of Eagle are not eligible to participate in the Settlement. Furthermore, Eagle common stock acquired in exchange for securities of any corporation or entity other than Eagle are not eligible to participate in the Settlement.

74. **Short Sales:** The date of covering a “short sale” is deemed to be the date of purchase of Eagle common stock. The date of a “short sale” is deemed to be the date of sale of Eagle common stock. Under the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a Claimant has a short position in Eagle common stock, the earliest subsequent Settlement Class Period purchases of Eagle common stock shall be matched against such short position, and shall not be entitled to a recovery, until that short position is fully covered.

75. **Option Contracts:** Option contracts are not securities eligible to participate in the Settlement. With respect to Eagle common stock purchased or sold through the exercise of a publicly traded option, the purchase/sale date of the stock shall be the exercise date of the option, and the purchase/sale price of the stock shall be the option strike price. Any Recognized Loss Amount arising from Eagle common stock purchased during the Settlement Class Period through the exercise of a publicly traded option on Eagle common stock shall be computed as provided for other purchases of Eagle common stock in the Plan of Allocation.

76. **Market Gains and Losses:** To the extent a Claimant had a market gain with respect to his, her, or its overall transactions in Eagle common stock during the Settlement Class Period, the value of the Claimant’s Recognized Claim shall be zero. To the extent that a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in Eagle common stock during the Settlement Class Period, but that market loss was less than the total Recognized Claim calculated above, then the Claimant’s Recognized Claim shall be limited to the amount of the actual market loss.

77. For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in Eagle common stock during the Settlement Class Period or suffered a market loss, the Claims Administrator shall determine the difference between (i) the Total Purchase Amount³ and (ii) the sum of the Total Sales Proceeds⁴ and the Holding Value.⁵ If the Claimant’s Total Purchase Amount *minus* the sum of the Total Sales Proceeds

³ The “Total Purchase Amount” is the total amount the Claimant paid (excluding commissions and other charges) for all Eagle common stock purchased during the Settlement Class Period.

⁴ The Claims Administrator shall match any sales of Eagle common stock during the Settlement Class Period, first against the Claimant’s opening position in Eagle common stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Eagle common stock sold during the Settlement Class Period shall be the “Total Sales Proceeds.”

⁵ The Claims Administrator shall ascribe a “Holding Value” to shares of Eagle common stock purchased during the Settlement Class Period and still held as of the close of trading on October 1, 2024, which shall be \$0.75 (*i.e.*, the average closing price for Eagle common stock during the 90-Day Lookback Period). The total calculated holding values for all Eagle common stock shall be the Claimant’s “Total Holding Value.”

and the Holding Value is a positive number, that number will be the Claimant's market loss on such securities; if the number is zero or negative, that number will be the Claimant's market gain on such securities.

78. After the initial distribution of the Net Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

79. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages expert, Defendants, Defendants' Counsel, or any of the other Releasees, or the Claims Administrator or other agent designated by Plaintiffs' Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs, Defendants and their respective counsel, and all other Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

80. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Plaintiffs after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the settlement website, www.EaglePharmaSecuritiesSettlement.com.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

81. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply, on behalf of all Plaintiffs' Counsel, to the Court for an award of attorneys' fees in an amount not to exceed 33⅓% of the Settlement Fund. At the same time, Lead Counsel also intends to apply, on behalf of all Plaintiffs' Counsel, for reimbursement of Litigation Expenses in an amount not to exceed \$185,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class in an aggregate amount not to exceed \$35,000. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?

82. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to the Claims Administrator at *Eagle Pharmaceuticals Securities Litigation*, EXCLUSIONS, c/o Epiq, P.O. Box 4790, Portland, OR, 97208-4790. The exclusion request must be received by, or postmarked no later than, **July 29, 2026**. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (b) state that such person or entity "requests exclusion from the Settlement Class in *Miller v. Eagle Pharmaceuticals, Inc.*, Case No. 2:23-CV-23011-MAH"; (c) state the number of shares of publicly traded Eagle common stock that the person or entity requesting exclusion purchased and sold during the Settlement Class Period, as well as the dates and

prices of each such purchase and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is submitted within the time stated above, or is otherwise accepted by the Court.

83. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Released Defendants' Parties.

84. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

85. Defendants, provided they unanimously agree, have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Plaintiffs and Defendants.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE
SETTLEMENT? DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

86. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

87. The Settlement Hearing will be held on August 19, 2026, at 2:00 p.m., before the Honorable Michael A. Hammer in Courtroom MLK 2C of the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class. The Court reserves the right to hold the Settlement Hearing telephonically or by other virtual means, in which event the Claims Administrator will update its website regarding the Settlement Hearing's telephonic or virtual format.

88. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the District of New Jersey at the address set forth below on or before **July 29, 2026**. You must also serve the papers on Lead Counsel and on Defendants' Counsel at the addresses set forth below so that the papers are **received by, or postmarked no later than, July 29, 2026**.

Clerk's Office

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

Lead Counsel

Glancy Prongay Wolke & Rotter LLP
Garth A. Spencer, Esq.
1925 Century Park East
Suite 2100
Los Angeles, CA 90067

Defendants' Counsel

Cooley LLP
Koji F. Fukumura, Esq.
10265 Science Center Drive
San Diego, CA 92121-1117

-and-

Ropes & Gray LLP
Jeremiah L. Williams, Esq.
2099 Pennsylvania Avenue NW
Washington, DC 20006

89. Any objection: (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of shares of Eagle common stock that the person or entity objecting purchased, acquired and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase, acquisition and sale, and the number of shares of common stock held at the beginning of the Settlement Class Period, and must be accompanied by adequate supporting documentation for the transactions and holdings reported therein, in the form of broker confirmation slips, broker account statements, or an authorized statement

from the broker containing the transactional and holding information found in a broker confirmation slip or account statement. You may not object to the Settlement, the Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

90. You may submit a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first submit and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

91. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely submit a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that it is **received on or before July 29, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

92. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 88 above so that the notice is **received on or before July 29, 2026**.

93. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

94. **Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

95. If you purchased the publicly traded common stock of Eagle Pharmaceuticals, Inc., during the period between August 9, 2022 and October 1, 2024, both dates inclusive, for the beneficial interest of persons or entities other than yourself, within seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement you must either: (a) request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; (b) request from the Claims Administrator a link to the Notice and Claim Form and, within seven (7) calendar days of receipt of the link, email the link to all such beneficial owners for whom valid email addresses are available; or (c) provide a list of the names, mailing addresses and email addresses (to the extent available) of all such beneficial owners to the Claims Administrator at *Eagle Pharmaceuticals Securities Litigation*, c/o Epiq, P.O. Box 4790, Portland, OR 97208-4790, in which event the Claims Administrator shall promptly mail the Postcard Notice, or email a link to the Notice and Claim Form, to such beneficial owners. Nominees that choose to follow procedures (a) or (b) shall also send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed.

96. Upon full and timely compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred, not to exceed: (a) \$0.02 per name, mailing address, and email address (to the extent available) provided to the Claims Administrator; (b) \$0.02 per email for emailing notice; or (c) \$0.02 per postcard, plus postage at the pre-sort rate used by the Claims Administrator, for mailing the Postcard Notice, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Any dispute concerning the reasonableness of reimbursement costs shall be resolved by the Court. **YOU ARE NOT AUTHORIZED TO PRINT THE POSTCARD NOTICE YOURSELF. POSTCARD NOTICES MAY ONLY BE PRINTED BY THE COURT-APPOINTED CLAIMS ADMINISTRATOR.**

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

97. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.EaglePharmaSecuritiesSettlement.com.

98. All inquiries concerning this Notice and the Claim Form should be directed to the Claims Administrator or Lead Counsel at:

Eagle Pharmaceuticals Securities Litigation
c/o Epiq
P.O. Box 4790
Portland, OR 97208-4790
Telephone: 877-313-8718
www.EaglePharmaSecuritiesSettlement.com

and/or

Garth Spencer, Esq.
Glancy Prongay Wolke & Rotter LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
Telephone: (310) 201-9150
Email: settlements@glancylaw.com

DO NOT CALL OR WRITE TO THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: June 18, 2026

By Order of the Court
United States District Court
District of New Jersey

EXHIBIT D

Eagle Pharmaceuticals Securities Litigation
c/o Epiq
P.O. Box 4790
Portland, OR 97208-4790
Toll-Free Number: (877) 313-8718
Settlement Website: www.EaglePharmaSecuritiesSettlement.com
Email: Info@EaglePharmaSecuritiesSettlement.com

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must be a Settlement Class Member and complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by first-class mail to the above address, or submit it through the settlement website listed above, **so that it is postmarked or submitted no later than October 16, 2026.**

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to recover any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the settling parties or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

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PART I – CLAIMANT INFORMATION

(Please read General Instructions below before completing this page.)

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Beneficial Owner's First Name	MI	Beneficial Owner's Last Name
Co-Beneficial Owner's First Name	MI	Co-Beneficial Owner's Last Name
Entity Name (if Beneficial Owner is not an individual)		
Representative or Custodian Name (if different from Beneficial Owner[s] listed above)		
Address 1 (street name and number)		
Address 2 (apartment, unit or box number)		
City	State	ZIP Code
		–
Foreign Country (only if not USA)		
Last four digits of Social Security Number or Taxpayer Identification Number		
Telephone Number (Day)	Telephone Number (Evening)	
– –	– –	
Email address (Email address is not required, but if you provide it, you authorize the Claims Administrator to use it in providing you with information relevant to this claim)		
Account Number (account(s) through which the securities were traded) ¹		
Claimant Account Type (check appropriate box)		
☐ Individual	☐ IRA/401K	☐ Estate
☐ Joint	☐ Pension Plan	☐ Trust
☐ Corporation	☐ Other _____ (please specify)	

¹ If the account number is unknown, you may leave blank. If the same legal entity traded through more than one account, you may write "multiple." Please see paragraph 11 of the General Instructions for more information on when to file separate Claim Forms for multiple accounts, i.e., when you are filing on behalf of distinct legal entities.

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (the "Settlement Notice") that accompanies this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Settlement Notice. The Settlement Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Settlement Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Settlement Notice, including the terms of the releases described therein and provided for herein.

2. This Claim Form is directed to the "Settlement Class," which consists of all persons and entities that, between August 9, 2022 and October 1, 2024, both dates inclusive (the "Settlement Class Period"), purchased the publicly traded common stock of Eagle Pharmaceuticals, Inc. ("Eagle"), and who were damaged thereby. All persons and entities that are members of the Settlement Class are referred to as "Settlement Class Members."

3. Excluded from the Settlement Class are: (a) persons and entities that suffered no compensable losses; and (b) (i) Defendants; (ii) any person who served as a partner, control person, officer and/or director of Eagle during the Settlement Class Period, and members of their Immediate Families; (iii) present and former parents, subsidiaries, assigns, successors, and predecessors of Eagle; (iv) any entity in which the Defendants have or had a controlling interest; (v) any trust of which an Individual Defendant is the settlor or which is for the benefit of an Individual Defendant and/or member(s) of their Immediate Families; (vi) Defendants' liability insurance carriers; and (vii) the legal representatives, heirs, successors, predecessors, and assigns of any person or entity excluded under provisions (i) through (vi) hereof. Also excluded from the Settlement Class are any persons and entities who or which submit a request for exclusion from the Settlement Class that is accepted by the Court.

4. If you are not a Settlement Class Member do not submit a Claim Form. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER. THUS, IF YOU ARE EXCLUDED FROM THE SETTLEMENT CLASS (AS SET FORTH IN PARAGRAPH 3 ABOVE), ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

5. If you are a Settlement Class Member, you will be bound by the terms of any judgments or orders entered in the Action WHETHER OR NOT YOU SUBMIT A CLAIM FORM, unless you submit a request for exclusion from the Settlement Class. Thus, if you are a Settlement Class Member, the Judgment will release, and enjoin the filing or continued prosecution of, the Released Plaintiffs' Claims against the Released Defendants' Parties.

6. You are eligible to participate in the distribution of the Net Settlement Fund only if you are a member of the Settlement Class and if you complete and return this form as specified below. If you fail to submit a timely, properly addressed, and completed Claim Form with the required documentation, your claim may be rejected, and you may be precluded from receiving any distribution from the Net Settlement Fund.

7. Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Settlement Notice, if it is approved by the Court, or by such other plan of allocation approved by the Court.

8. Use the Schedule of Transactions in Part III of this Claim Form to supply all required details of your transaction(s) (including free transfers) in and holdings of the applicable publicly traded Eagle common stock. On the Schedules of Transactions, please provide all of the requested information with respect to your holdings, purchases, acquisitions and sales of the applicable publicly traded Eagle common stock, whether such transactions resulted in a profit or a loss. Failure to report all transaction and holding information during the requested time periods may result in the rejection of your claim.

9. Please note: Only publicly traded Eagle common stock purchased during the Settlement Class Period (*i.e.*, from August 9, 2022 to October 1, 2024, both dates inclusive) is eligible under the Settlement. However, under the PSLRA "90-Day Lookback Period" (described in the Plan of Allocation set forth in the Settlement Notice), your sales of Eagle common stock during the period from October 1, 2024 through December 30, 2024, will be used for purposes of calculating your Recognized Loss under the Plan of Allocation. Therefore, in order for the Claims Administrator to be able to process your claim, the requested purchase/acquisition and sale information during the 90-Day Lookback Period must also be provided.

10. You are required to submit genuine and sufficient documentation for all of your transactions and holdings of the applicable Eagle common stock set forth in the Schedule of Transactions in Part III of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. Self-generated documents or spreadsheets including reports from QuickBooks, 1099-B forms, or other documents prepared for tax reporting purposes are not acceptable. The Parties and the Claims Administrator do not independently have information about your investments in Eagle common stock. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not highlight any portion of the Claim Form or any supporting documents.**

11. Separate Claim Forms should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include separate transactions through an account that is in the name of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made through an account in the individual's name). Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by that entity on one Claim Form, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Claim Form).

12. All joint beneficial owners must sign this Claim Form. If you purchased publicly traded Eagle common stock during the Settlement Class Period and held the securities in your name, you are the beneficial owner as well as the record owner and you must sign this Claim Form to participate in the Settlement. If, however, you purchased publicly traded Eagle common stock during the Settlement Class Period and the securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these securities, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form.

13. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Eagle common stock; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade stock in another person's accounts.)

14. By submitting a signed Claim Form, you will be swearing that you:

- (a) own(ed) the Eagle common stock you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

15. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

16. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after the completion of all claims processing. This could take substantial time. Please be patient.

17. PLEASE NOTE: As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her or its pro rata share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant, however, calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

18. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Settlement Notice, you may contact the Claims Administrator, Epiq, by email at Info@EaglePharmaSecuritiesSettlements.com, or by toll-free phone at (877) 313-8718, or you may download the documents from the Settlement website, www.EaglePharmaSecuritiesSettlement.com.

19. NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the Settlement website at www.EaglePharmaSecuritiesSettlement.com or you may email the Claims Administrator's electronic filing department at Info@EaglePharmaSecuritiesSettlement.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to that effect after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at Info@EaglePharmaSecuritiesSettlement.com to inquire about your file and confirm it was received and acceptable.

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD OR EMAIL. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL OR EMAIL WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD OR EMAIL WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL-FREE AT (877) 313-8718.

PART III – SCHEDULE OF TRANSACTIONS IN EAGLE COMMON STOCK

Complete this Part III if and only if you purchased publicly traded Eagle common stock during the period from August 9, 2022 through and including October 1, 2024. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 10, above. Do not include information in this section regarding securities other than Eagle common stock.

1. BEGINNING HOLDINGS – State the total number of shares of Eagle common stock held as of the opening of trading on August 9, 2022. (Must be documented.) If none, write “zero” or “0.”			.
2. PURCHASES/ACQUISITIONS DURING THE SETTLEMENT CLASS PERIOD THROUGH DECEMBER 30, 2024 – Separately list each and every purchase/acquisition (including free receipts) of Eagle common stock from after the opening of trading on August 9, 2022, through and including the close of trading on December 30, 2024. (Must be documented.)			
Date of Purchase/Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/ Acquired	Purchase/Acquisition Price Per Share	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
	.	\$.	\$.
	.	\$.	\$.
	.	\$.	\$.
	.	\$.	\$.
3. SALES DURING THE SETTLEMENT CLASS PERIOD THROUGH DECEMBER 30, 2024 – Separately list each and every sale/disposition (including free deliveries) of Eagle common stock from after the opening of trading on August 9, 2022, through and including the close of trading on December 30, 2024. (Must be documented.)			IF NONE, CHECK HERE <input style="width: 30px; height: 20px;" type="checkbox"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
	.	\$.	\$.
	.	\$.	\$.
	.	\$.	\$.
4. Ending Holdings – State the total number of shares of Eagle common stock held as of the close of trading on December 30, 2024. (Must be documented.) If none, write “zero” or “0.”			.

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX ☐**

IF YOU DO NOT CHECK THIS BOX, THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.

PART IV – RELEASE OF CLAIMS AND SIGNATURE**YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE 8 OF THIS CLAIM FORM.**

I (we) hereby acknowledge that as of the Effective Date of the Settlement, pursuant to the terms set forth in the Stipulation, I (we), on behalf of myself (ourselves) and on behalf of any other person or entity legally entitled to bring Released Plaintiffs' Claims (as defined in the Stipulation and in the Settlement Notice) on my (our) behalf in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever released each and every Released Plaintiffs' Claim against the Defendants and the other Released Defendants' Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Released Defendants' Parties.

CERTIFICATION

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) certifies (certify), as follows:

1. that I (we) have read and understand the contents of the Settlement Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;
2. that the Claimant(s) is a (are) Settlement Class Member(s), as defined in the Settlement Notice and in paragraph 2 on page 3 of this Claim Form, and is (are) not excluded from the Settlement Class by definition or pursuant to request as set forth in the Settlement Notice and in paragraph 3 on page 3 of this Claim Form;
3. that I (we) own(ed) the publicly traded Eagle common stock identified in this Claim Form and have not assigned the claim against the Released Defendants' Parties to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
4. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') claim and for purposes of enforcing the releases set forth herein;
5. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator or the Court may require;
6. that the Claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the Court's summary disposition of the determination of the validity or amount of the claim made by this Claim Form;
7. that I (we) acknowledge that the Claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and
8. that the Claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the Claimant(s) is (are) exempt from backup withholding or (b) the Claimant(s) has (have) not been notified by the IRS that he/she/it/they is (are) subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Claimant(s) that he/she/it/they is (are) no longer subject to backup withholding. **If the IRS has notified the Claimant(s) that he, she, it, or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HERewith ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant

Date: - -
MM DD YYYY

Print your name here

Signature of joint Claimant, if any

Date: - -
MM DD YYYY

Print your name here

If the Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of Claimant

Date: - -
MM DD YYYY

Print your name here

CAPACITY OF PERSON SIGNING ON BEHALF OF CLAIMANT, IF OTHER THAN AN INDIVIDUAL, *E.G.*, EXECUTOR, PRESIDENT, TRUSTEE, CUSTODIAN, *ETC.* (MUST PROVIDE EVIDENCE OF AUTHORITY TO ACT ON BEHALF OF CLAIMANT – SEE PARAGRAPH 13 ON PAGE 4 OF THIS CLAIM FORM.)

REMINDER CHECKLIST:

1. Please sign the above release and certification. If this Claim Form is being made on behalf of joint Claimants, then both must sign.
2. Remember to attach only **copies** of acceptable supporting documentation as these documents will not be returned to you.
3. Please do not highlight any portion of the Claim Form or any supporting documents.
4. Do not send original security certificates or documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of the completed Claim Form and documentation for your own records.
6. The Claims Administrator will acknowledge receipt of your Claim Form by mail or email within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard or email. **If you do not receive an acknowledgement postcard or email within 60 days, please call the Claims Administrator toll-free at (877) 313-8718.**
7. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
8. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the address below, by email at Info@EaglePharmaSecuritiesSettlement.com, or toll-free at (877) 313-8718, or visit www.EaglePharmaSecuritiesSettlement.com. Please **DO NOT** call Defendants or their counsel with questions regarding your claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN OCTOBER 16, 2026, ADDRESSED AS FOLLOWS:

Eagle Pharmaceuticals Securities Litigation
c/o Epiq
P.O. Box 4790
Portland, OR 97208-4790
877-313-8718

OR SUBMITTED ONLINE BY OCTOBER 16, 2026 at www.EaglePharmaSecuritiesSettlement.com.

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before October 16, 2026, is indicated on the envelope and it is mailed First Class and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

EXHIBIT E

CONFIRMATION OF PUBLICATION

IN THE MATTER OF: *Eagle Pharmaceuticals Securities Litigation*

I, Kathleen Komraus, hereby certify that

(a) I am the Media & Design Manager at Epiq Class Action & Claims Solutions, a noticing administrator, and;

(b) The Notice of which the annexed is a copy was published in the following publications on the following dates:

6.22.2026 – Investor’s Business Weekly

6.22.2026 – PR Newswire

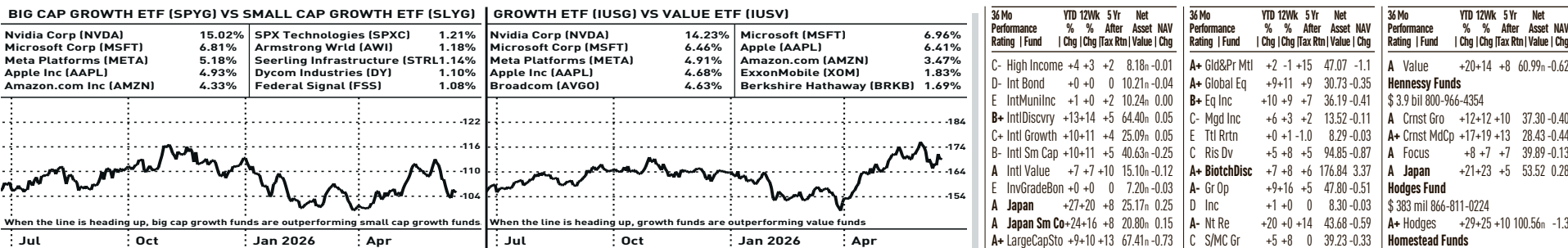
X *Kate Komraus*

(Signature)

Media & Design Manager

(Title)

MUTUAL FUND PERFORMANCE



Top Growth Funds

Last 3 months (all total returns)

Mutual Fund	% Change Last 3 Mo	Performance Rating	Rating 3 mos	\$ Net Assets
ProFunds:Semiconduct	+63	A+		620.60 mil
BlackRock:Tech Oppt	+40	A+		3.684 bil
Rydex:NASDAQ 2x	+40	A+		1.226 bil
ProFunds:UltraNASDAQ	+40	A+		1.288 bil
Columbia:Sel Gl TCh	+39	A+		2.28 bil
TRowePrice Gbl Tech	+35	A+		3.157 bil
Oberweis:Sm-Cap Opp	+30	A+		1.917 bil
Lord Abbett Dev Gro	+30	A		758.90 mil
Fidelity Focused Stk	+29	A+		4.543 bil
Oberweis:Micro-Cap	+29	A+		780.80 mil
Fidelity SAI US Momentum	+28	A+		8.128 bil
PRIMECAP:Odyssey Growth	+27	A+		5.431 bil
Carillon:Chartwell SC	+27	A+		192.80 mil
Fidelity OTC	+27	A+		29.635 bil
Lord Abbett McCp Gro	+26	A+		166.40 mil
Columbia:SmCpGro	+26	A+		1.711 bil
Invesco Discovery	+26	A+		2.731 bil
PRIMECAP:Odyssey Ag Gr	+25	A+		6.78 bil
Royce Fd:Micro-Cp	+25	A+		204.60 mil
Vanguard PrmCp Cre	+25	A+		15.272 bil
Hodges Smll Cp Gro	+25	A		143.00 mil
Hood River SmCp Gr	+24	A+		3.553 bil
Hodges	+24	A+		240.60 mil
Vanguard PRIMECAP	+24	A+		76.608 bil
Invesco Sm Cap Gr	+23	B+		508.60 mil

Top Growth Funds

Last 3 years (all total returns)

Mutual Fund	% Change YTD	Performance Rating	Rating 3 years	\$ Net Assets
ProFunds:Semiconduct	+66	A+		620.60 mil
Columbia:Sel Gl TCh	+52	A+		2.28 bil
Rydex:NASDAQ 2x	+32	A+		1.226 bil
ProFunds:UltraNASDAQ	+32	A+		1.288 bil
Alger Inst:Focus Eqty	+16	A+		511.70 mil
Permanent Port:Aggr Gr	+12	A+		555.50 mil
Alger Inst:Cap App	+15	A+		1.198 bil
TRowePrice Gbl Tech	+36	A+		3.157 bil
Alger:Capital Apprec	+13	A+		1.229 bil
BlackRock:Tech Oppt	+38	A+		3.684 bil
Hood River SmCp Gr	+35	A+		3.553 bil
Alger II:Spectra	+10	A+		1.585 bil
Fidelity Gro Co;Series	+22	A+		23.923 bil
Fidelity OTC	+27	A+		29.635 bil
ProFunds:UltraBull	+14	A+		198.00 mil
Rydex:S&P 500 2x	+14	A+		225.00 mil
Fidelity SAI US Momentum	+28	A+		8.128 bil
Fidelity Gro Company	+21	A+		82.159 bil
FidelityAdv Srs Gro Opp	+16	A+		1.173 bil
Fidelity BlueChp G;Series	+18	A+		17.658 bil
Fidelity Sel Comm Serv	+7	A+		2.284 bil
Fidelity Adv Comm Serv	+7	A+		159.80 mil
Fidelity Blue Chip Gr	+17	A+		77.069 bil
Marsico Inv Fd:Gbl	+16	A+		267.90 mil
Fidelity Sel Defense	+14	A+		3.704 bil

U.S. Stock Fund Cash Position		High (11/00) 6.2%		Low (12/25) 1.08%	
24-Nov	1.40%	25-May	1.58%	25-Nov	1.23%
24-Dec	1.30%	25-Jun	1.37%	25-Dec	1.08%
25-Jan	1.39%	25-Jul	1.35%	26-Jan	1.26%
25-Feb	1.51%	25-Aug	1.31%	26-Feb	1.42%
25-Mar	1.53%	25-Sep	1.22%	26-Mar	1.41%
25-Apr	1.70%	25-Oct	1.19%	26-Apr	1.25%

36 Mo Performance Rating	YTD 12Wk % Chg	5Yr % After Tax Rtn	Net Asset NAV Value
D+ Inc Bcstn	+1 +2	+2	5.21 0.00
E Nat Mutl	+3 +2	+2	9.16 0.01
Edgewood Growth Institutional	+5.8 bil	800-791-4226	
C- Growth	-8 +2	+2	4.39 -0.03
EuroPac Gold Fld	\$592 mil	886-558-5851	
A+ Gold	+2 -1	+9	20.19 -0.32

36 Mo Performance Rating	YTD 12Wk % Chg	5Yr % After Tax Rtn	Net Asset NAV Value
D+ Inc Bcstn	+1 +2	+2	5.21 0.00
E Nat Mutl	+3 +2	+2	9.16 0.01
Edgewood Growth Institutional	+5.8 bil	800-791-4226	
C- Growth	-8 +2	+2	4.39 -0.03
EuroPac Gold Fld	\$592 mil	886-558-5851	
A+ Gold	+2 -1	+9	20.19 -0.32

36 Mo Performance Rating	YTD % Chg	12Wk % Chg	5 Yr % After Tax Rtn	Net Asset NAV Value
C SAILHLowVo	+4	+0	+4	13.43 -0.14
A SAILHModld	+14	+12	+8	20.61 -0.02
C SAILHOldx	+8	+12	+4	15.23 -0.06
D SAILHOldx	+1	+1	+2	10.01 -0.01
E SAILT TBI	+1	+0	-5.0	6.65 0.00
A SAILMuninc	+2	+1	+1	9.94 0.00
A+ SAUS-MCap50+33+23	+7			5.97 -0.03
E SATax-Free	+2	+1	+1	10.13 0.00
D SATotalBd	+1	+0	0	9.03 -0.03
A SAUSCLidx	+11	+11		29.68 -0.37
C SAUSLowVol	+4	+5	+7	23.75 -0.35
A+ SAUSMomet	+28	+30	+12	24.45 0.02
A SAUSQualld	+5	+13	+11	25.23 -0.38
E SAUSRsbld	+0	+1	+0	8.74 -0.03
A SAUSValld	+13	+12	+9	15.23 -0.23
D- ShftrBndld	+0	+0	+1	10.00 -0.03
E ShftrBndld	+0	+0	+1	10.23 -0.04
A+ SmCpValldx	+19	+15	+5	33.46 -0.38
B+ SmalCaplnd	+18	+18	+5	36.58 -0.26
E SrsBndld	+0	+0	0	9.01 -0.03
A+ SrsEmergMkt	+30	+19	+6	15.21 -0.10
E SrsLgtMtrs	+1	+0	-4.0	5.32 0.00
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A+ SrsEmergM				

Glancy Prongay Wolke & Rotter LLP Announces Pendency of Class Action and Proposed Settlement Involving Purchasers of Eagle Pharmaceuticals, Inc. Common Stock

NEWS PROVIDED BY

Glancy Prongay Wolke & Rotter LLP →

Jun 22, 2026, 08:00 ET

NEWARK, N.J., June 22, 2026 /PRNewswire/ --

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

NICHOLAS MILLER, Individually and On Behalf of All Others Similarly Situated,
Plaintiff,

v.

EAGLE PHARMACEUTICALS, INC., SCOTT TARRIFF, and BRIAN CAHILL,
Defendants.

Case No. 2:23-CV-23011-MAH

**SUMMARY NOTICE OF (I) PENDENCY OF CLASS ACTION, CERTIFICATION OF
SETTLEMENT CLASS, PROPOSED SETTLEMENT AND PLAN OF ALLOCATION;
(II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

**TO: All persons and entities who purchased the publicly traded common stock of Eagle
Pharmaceuticals, Inc. between August 9, 2022 and October 1, 2024, both dates inclusive (the
"Settlement Class")¹:**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of New Jersey, that the above-captioned litigation (the "Action") has been certified as a class action on behalf of the Settlement Class, except for certain persons and entities who are excluded from the Settlement Class by definition as set forth in the full Notice of (I) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice").

YOU ARE ALSO NOTIFIED that Plaintiffs in the Action have reached a proposed settlement of the Action for \$9,500,000 in cash (the "Settlement"), that, if approved, will resolve all claims in the Action.

A hearing will be held on August 19, 2026, at 2:00 p.m., before the Honorable Michael A. Hammer at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, to determine (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Stipulation and in the Notice should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses should be approved.

If you are a member of the Settlement Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Settlement Fund. The Notice and Proof of Claim and Release Form ("Claim Form"), can be downloaded from the website maintained by the Claims Administrator, www.EaglePharmaSecuritiesSettlement.com. You may also obtain copies of the Notice and Claim Form by contacting the Claims Administrator at *Eagle Pharmaceuticals Securities Litigation*, c/o Epiq, P.O. Box 4790, Portland, OR 97208-4790, 1-877-313-8718.

If you are a member of the Settlement Class, in order to be eligible to receive a payment under the proposed Settlement, you must submit a Claim Form postmarked, or received by, no later than **October 16, 2026**. If you are a Settlement Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

If you are a member of the Settlement Class and wish to exclude yourself from the Settlement Class, you must submit a request for exclusion such that it is received by, or postmarked, no later than **July 29, 2026**, in accordance with the instructions set forth in the Notice. If you properly exclude yourself from the Settlement Class, you will not be bound by any judgments or orders entered by the Court in the Action and you will not be eligible to share in the proceeds of the Settlement.

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Any objections to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for attorneys' fees and reimbursement of expenses, must be filed with the Court and delivered to Lead Counsel and Defendants' Counsel such that they are received by, or postmarked, no later than, **July 29, 2026**, in accordance with the instructions set forth in the Notice.

Please do not contact the Court, the Clerk's office, Defendants, or their counsel regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to Lead Counsel or the Claims Administrator.

Requests for the Notice and Claim Form should be made to:

Eagle Pharmaceuticals Securities Litigation
c/o Epiq
P.O. Box 4790
Portland, OR 97208-4790
Toll-free Telephone: 877-313-8718
Email: **Info@EaglePharmaSecuritiesSettlement.com**

Inquiries, other than requests for the Notice and Claim Form, should be made to Lead Counsel:

GLANCY PRONGAY WOLKE & ROTTER LLP
Garth Spencer, Esq.
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
Telephone: (310) 201-9150
Email: **settlements@glancylaw.com**

By Order of the Court

¹ All capitalized terms used in this Summary Notice that are not otherwise defined herein have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated March 13, 2026 (the "Stipulation"), which is available at **www.EaglePharmaSecuritiesSettlement.com**.

URL: **www.EaglePharmaSecuritiesSettlement.com**

SOURCE Glancy Prongay Wolke & Rotter LLP

Exhibit 7

Select Third Circuit Cases with 33% or Higher Fee Awards

Case	Settlement Amount	Fee Award	Expenses
In re Tricor Direct Purchaser Antitrust Litig., No. 05-cv-00340, ECF No. 543 (D. Del. Apr. 23, 2009)	\$250,000,000	33.33%	\$3,590,416
In re Neurontin Antitrust Litig., No. 02-cv-01830, ECF No. 114 (D.N.J. Aug. 6, 2014)	\$190,000,000	33.33%	\$2,213,537
In re Titanium Dioxide Antitrust Litig., No. 1:10-cv-00318, 2013 WL 6577029 at *1 (D. Md. Dec. 13, 2013)	\$163,500,000	33.33%	\$4,569,272
In re Flonase Antitrust Litig., 951 F. Supp. 2d 739, 748-52 (E.D. Pa. 2013)	\$150,000,000	33.33%	\$2,069,433
In re Tycom, Ltd. Sec. Litig., No. 03-cv-03540, ECF No. 150 (D.N.J. Aug. 25, 2010)	\$79,000,000	33.33%	\$2,326,340
Howard v. Arconic, Inc., No. 17-cv-01057, ECF No. 253 (W.D. Pa. Aug. 9, 2023)	\$74,000,000	33.33%	\$835,395
Castro v. Sanofi Pasteur Inc., No. 11-cv-07178, 2017 WL 4776626, at *10 (D.N.J. Oct. 20, 2017)	\$61,500,000	33.33%	\$7,199,310
In re General Instruments Sec. Litig., 209 F. Supp. 2d 423 (E.D. Pa. 2001)	\$48,000,000	33.33%	\$1,851,774
Strougo v. Mallinckrodt Public Ltd. Co, No. 20-cv-10100, 2025 WL 1805498 at *1 (D.N.J. Apr. 25, 2025)	\$46,000,000	33.33%	\$970,949
In re Merck & Co., Inc., Vytarin ERISA Litig., No. 08-cv-00285, 2010 WL 547613, at *13–14 (D.N.J. Feb. 9, 2010)	\$41,500,000	33.33%	\$141,186
Vrakas v. United States Steel Corp., No.17-cv-00579, ECF No. 358 (W.D. Pa. Mar. 21, 2023)	\$40,000,000	33.33%	\$2,711,338
In re Auto. Refinishing Paint Antitrust Litig., 2008 WL 63269, at *1 (E.D. Pa. Jan. 3, 2008)	\$39,000,000	33.33%	\$1,204,721
Bodnar v. Bank of America, N.A., 2016 WL 4582084, at *5 (E.D. Pa. Aug. 4, 2016)	\$27,500,000	33.00%	\$171,973
In re Heckmann Corp. Sec. Litig., No.10-cv-00378, ECF No. 308 (D. Del. June 26, 2014)	\$27,000,000	33.33%	\$1,007,748
In re Eros Int'l PLC Sec. Litig., No. 19-cv-14125-ES-JAS, 2023 WL 8527135 (D.N.J. Nov. 29, 2023)	\$25,000,000	33.33%	\$164,323
Lincoln Adventures, LLC v. Certain Underwriters at Lloyd's London, 2019 WL 13159891 (D.N.J. Oct. 3, 2019)	\$21,950,000	33.33%	\$1,850,000
In re Virgin Mobile USA IPO Litig., No. 07-cv-05619, ECF No. 146 (D.N.J. Dec. 9, 2010)	\$19,500,000	33.33%	\$480,366

Case	Settlement Amount	Fee Award	Expenses
Larson v. Sprint Nextel Corp., No. 07-cv-05325, 2010 WL 234934 (D.N.J. Jan. 15, 2010)	\$18,500,000	33.00%	\$256,116
Heed v. Universal Health Services Inc., No.17-cv-02817, ECF No. 90 (E.D. Pa. Jul. 21, 2021)	\$17,500,000	33.33%	\$178,288
Southeastern Pennsylvania Transp. Authority v. Orrstown Fin. Services, Inc., No. 12-cv-00993, ECF No. 309 (M.D. Pa. May 19, 2023)	\$15,000,000	35.00%	\$717,489
Mylan Pharm., Inc. v. Warner Chilcot Public Ltd. Co., No. 12-cv-03824, 2014 WL 12778314, at *7 (E.D. Pa. Sep. 15, 2014)	\$15,000,000	33.33%	\$1,111,284
In re Horsehead Holding Corp. Sec. Litig., No.16-cv-00292, 2021 WL 2309689, at *3 (D. Del. June 4, 2021)	\$14,750,000	33.33%	\$283,413
Milliron v. T-Mobile USA, Inc., No. 08-cv-04149, 2009 WL 3345762, at *14 (D.N.J. Sep. 10, 2009)	\$13,500,000	33.33%	\$54,531
In re Toronto-Dominion Bank Sec. Litig., No.17-cv-01665, ECF No. 129 (D.N.J. Oct 4, 2019)	\$13,250,000	33.30%	\$226,195
Fernandez v. Knight Capital Grp., Inc., No.12-cv-06760, 2015 WL 13901241, at *3 (D.N.J. Jul. 6, 2015)	\$13,000,000	33.33%	\$231,036
In re Ins. Brokerage Antitrust Litig., 297 F.R.D. 136 at *7 (D.N.J. Aug. 1, 2023)	\$10,500,000	33.00%	\$1,023,189
Ahrendsen v. Prudent Fiduciary Services LLC, No. 21-cv-02157, 2023 WL 4139151 at *8 (E.D. Pa. June 22, 2023)	\$8,700,000	33.33%	\$67,650
Checchia v. Bank of America, N.A., No. 21-cv-03585, 2023 WL 6164406, at *10 (E.D. Pa. Sep. 21, 2023)	\$8,000,000	33.33%	\$8,187
In re Navient Corp. Sec. Litig., No.17-cv-08373, ECF No. 139 (D.N.J. Apr. 14, 2022)	\$7,500,000	33.33%	\$988,509
In re Corel Corp. Sec. Litig., 293 F. Supp. 2d 484 at 495-98 (E.D. Pa. Oct. 28, 2003)	\$7,000,000	33.33%	\$161,825
In re Ravisent Tech., Inc. Sec. Litig., No. 00-cv-01014, 2005 WL 906361, at *10 (E.D. Pa. April 18, 2005)	\$7,000,000	33.33%	N/A
Vitiello v. Bed Bath & Beyond Inc., No. 20-cv-04240, ECF No. 90 (D.N.J. June 3, 2022)	\$7,000,000	33.30%	\$58,509
Stevens v. SEI Investments Co., No. 18-cv-04205, 2020 WL 996418, at *15 (E.D. Pa. Feb. 28, 2020)	\$6,800,000	33.33%	\$60,171

Case	Settlement Amount	Fee Award	Expenses
Aharoni v. Enzymotec Ltd., No. 14-cv-05556, ECF No. 87 (D.N.J. Jan. 24, 2018)	\$6,500,000	33.33%	\$131,876
Li v. Aeterna Zentaris, Inc., No. 14-cv-07081, 2021 WL 2220565, at *2 (D.N.J. June 1, 2021)	\$6,500,000	33.33%	\$683,161
McIntyre v. RealPage, Inc., No. 18-cv-03934, 2023 WL 2643201, at *2 (E.D. Pa. Mar. 24, 2023)	\$6,500,000	33.33%	\$0
Utesch v. Lannett Company, Inc., No. 16-cv-05932, ECF No. 304 (E.D. Pa. Apr. 17, 2026)	\$5,750,000	33.33%	\$1,310,777
Carmack v. Amaya, Inc., No. 16-cv-01884, ECF No. 153 (D.N.J. Dec. 21, 2018)	\$5,750,000	33.33%	\$113,220
Beltran v. SOS Ltd., No. 21-cv-07454, 2023 WL 316294 (D.N.J. Jan. 19, 2023)	\$5,000,000	33.33%	\$31,362
In re Safety Components, Inc. Sec. Litig., 166 F. Supp. 2d 72, 101 (D.N.J. 2001)	\$4,500,000	33.33%	\$190,795
In re Greenwich Pharm. Sec. Litig., No. 92-03071, 1995 WL 251293 (E.D. Pa. Apr. 26, 1995)	\$4,375,000	33.30%	\$158,857
Serr v. The Medicines Co., No. 14-cv-01149, ECF No. 71 (D.N.J. June 24, 2016)	\$4,250,000	33.00%	\$33,569
P. Van Hove BVBA v. Universal Travel Grp., No.11-cv-02164, 2017 WL 2734714 at *13 (D.N.J. June 30, 2017)	\$4,075,000	33.33%	\$67,552
De Vito v. Liquid Holdings Grp., Inc., No. 15-cv-06969, ECF No. 283 (D.N.J. Jan. 10, 2020)	\$4,062,500	33.00%	\$62,636
Whiteley v. Zynerva Pharm., Inc., No. 19-cv-04959, ECF No. 51 (E.D. Pa. Sep. 16, 2021)	\$4,000,000	33.33%	\$37,259
Fergus v. Immunomedics, Inc., No. 16-cv-03335, ECF No. 127 (D.N.J. Jan. 19, 2023)	\$4,000,000	33.33%	\$100,968
Nguyen v. Educ. Comput. Sys., Inc., No. 22-cv-01743, 2024 WL 3691614 at *5 (W.D. Pa. Aug. 7, 2024)	\$3,650,000	33.33%	\$10,403
Underland v. Alter, No. 10-cv-03621, ECF No. 220 (E.D. Pa. Sep. 8, 2014)	\$3,550,000	33.33%	\$285,702
Chan v. New Oriental Educ., No. 16-cv-09279, ECF No. 94 (D.N.J. Oct. 20, 2021)	\$3,150,000	33.00%	\$47,459
Matsukawa Co., LLC v. Braskem S.A., No. 20-cv-11366, ECF No. 74 (D.N.J. May 5, 2023)	\$3,000,000	33.33%	\$39,434
Elkin v. Walter Investment Mgmt. Corp., No. 17-cv-02025, ECF No. 61 (E.D. Pa. Dec. 18, 2018)	\$2,950,000	33.33%	\$89,334

Case	Settlement Amount	Fee Award	Expenses
In re Innocoll Holdings Public Ltd. Co. Sec. Litig., No. 17-cv-00341, 2022 WL 16533571, at *11 (E.D. Pa. Oct. 28, 2022)	\$2,755,000	33.33%	\$296,112
Graham v. Olympus Corp., No. 11-cv-07103, ECF No. 102 (E.D. Pa. May 13, 2014)	\$2,603,500	33.33%	\$21,227
Brown v. Esmor Correctional Servs., Inc., 2005 WL 1917869, at *14 (D.N.J. Aug. 10, 2005)	\$2,500,000	33.33%	\$200,000
Robb v. Education Mgmt. Corp., 2:14-cv-01287 (W.D. Pa. Feb. 19, 2016)	\$2,500,000	33.33%	\$60,131
Faulkner v. Akers Biosciences, Inc., No. 18-cv-10521, ECF No. 52 (D.N.J. Dec. 23, 2019)	\$2,250,000	33.33%	\$15,994
Bell v. Kanzhun Ltd., No. 21-cv-13543, ECF No. 53 (D.N.J. Apr. 5, 2023)	\$2,250,000	33.33%	\$33,376
In re DVI, Inc. Sec. Litig., No. 03-cv-05336, ECF No. 1006 (E.D. Pa. June 24, 2015)	\$2,200,000	37.50%	\$350,000
Dartell V. Tibet Pharm., Inc., No. 14-cv-03620, 2017 WL 2815073, at *10 (D.N.J. June 29, 2017)	\$2,075,000	33.33%	\$62,140
P. Van Hove BVBA v. Universal Travel Grp., Inc., No. 11-cv-02164, 2017 WL 2734714 (D.N.J. June 26, 2017)	\$2,075,000	33.33%	\$67,552
In re RenovaCare, Inc. Sec. Litig., No. 2:21-cv-13766-BRM-SDA, ECF No. 181 (D.N.J. Apr. 11, 2025)	\$2,000,000	33.33%	\$66,451
Van Dorp v. Indivior PLC, No. 19-cv-10792, ECF No. 57 (D.N.J. Jan. 6, 2022)	\$2,000,000	33.33%	\$18,878
In re OpNext, Inc. Sec. Litig., No. 08-cv-00920, ECF No. 104 (D.N.J. Jan. 6, 2010)	\$2,000,000	33.33%	\$38,153
Andavarapua v. iBio, Inc., No. 14-cv-01343, ECF No. 69 (D. Del. Apr. 21, 2016)	\$1,875,000	33.33%	\$20,152
He v. China Zenix Auto Int'l Ltd., No. 18-cv-15530, ECF No. 61 (D.N.J. Oct. 8, 2021)	\$1,800,000	33.33%	\$25,215
Spanier v. Bayerische Motoren Werke Aktiengesellschaft, No. 20-cv-15081, ECF No. 65 (D.N.J. Dec. 21, 2022)	\$1,750,000	33.33%	\$18,517
In re Galena Biopharma, Inc. Sec. Litig., No. 17-cv-00929, ECF No. 137 (D.N.J. Feb. 24, 2022)	\$1,600,000	33.00%	\$62,488
Shapiro v. Alliance MMA, Inc., No. 17-cv-02583, 2018 WL 10050181, at *1 (D.N.J. Oct. 15, 2018)	\$1,550,000	33.33%	\$12,840
Ratz v. PhotoMedex, Inc., No. 13-cv-06808, ECF No. 39 (E.D. Pa. Aug. 11, 2015)	\$1,500,000	33.00%	\$99,637

Case	Settlement Amount	Fee Award	Expenses
Balon v. Agria Corp., No. 2:16-cv-08376, ECF No. 39 (D.N.J. Dec. 12, 2017)	\$1,300,000	33.00%	\$18,863
Sun v. Telestone Tech. Corp., No. 15-cv-00703, ECF No. 77 (D.N.J. Mar. 6, 2018)	\$1,250,000	33.33%	\$42,213
Anderson v. PolyMedix, Inc., No. 12-cv-03721, ECF No. 65 (E.D. Pa. Apr. 30, 2015)	\$1,150,000	33.33%	\$15,000
In re Interpool, Inc. Sec. Litig., No. 04-cv-00321, ECF No. 58 (D.N.J. Aug. 29, 2006)	\$1,000,000	33.33%	\$40,463
Davis v. Katanga Mining Ltd., No. 2:17-cv-12188, ECF No. 107 (D.N.J. June 25, 2021)	\$1,000,000	33.33%	\$20,341

Exhibit 9

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

NICHOLAS MILLER, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

EAGLE PHARMACEUTICALS, INC.,
SCOTT TARRIFF, and BRIAN CAHILL,

Defendants.

Case No. 2:23-CV-23011-MAH

**DECLARATION OF GARTH SPENCER, ESQ. IN SUPPORT OF LEAD COUNSEL'S
MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF
LITIGATION EXPENSES FILED ON BEHALF OF
GLANCY PRONGAY WOLKE & ROTTER LLP**

I, Garth Spencer, declare as follows:

1. I am a partner at the law firm Glancy Prongay Wolke & Rotter LLP (“Glancy Prongay”; f/k/a Glancy Prongay & Murray LLP).¹ Glancy Prongay is the Court-appointed Lead Counsel in the above-captioned action (the “Action”). *See* ECF Nos. 20-21. I submit this declaration in support of Lead Counsel’s application for an award of attorneys’ fees in connection with services rendered in the Action, as well as for reimbursement of litigation expenses incurred in connection with the Action. I have personal knowledge of the facts set forth herein and, if called upon, could and would testify thereto.

2. As Lead Counsel, Glancy Prongay was involved in all aspects of the Action and its settlement, as set forth in the Declaration of Garth Spencer in Support of: (I) Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plan of Allocation; and (II) Lead Counsel’s Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses.

3. The schedule attached hereto as Exhibit A is a detailed summary indicating the amount of time spent by attorneys and professional support staff of my firm who, from inception of the Action through and including July 6, 2026, billed ten or more hours to the Action, and the lodestar calculation for those individuals based on my firm’s current billing rates. For personnel who are no longer employed by my firm, the lodestar calculation is based upon the billing rates for such personnel in his or her final year of employment by my firm. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by my firm.

4. I am the partner who oversaw or conducted the day-to-day activities in the Action and I reviewed these daily time records in connection with the preparation of this declaration. The

¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the Stipulation and Agreement of Settlement dated March 13, 2026. ECF No. 62-3.

purpose of this review was to confirm both the accuracy of the records as well as the necessity for, and reasonableness of, the time committed to the litigation. As a result of this review, I made reductions to certain of my firm's time entries such that the time included in Exhibit A reflects that exercise of billing judgment. Based on this review and the adjustments made, I believe that the time of Glancy Prongay attorneys and staff reflected in Exhibit A was reasonable and necessary for the effective and efficient prosecution and resolution of the Action. No time expended on the application for fees and reimbursement of expenses has been included.

5. The hourly rates for the attorneys and professional support staff in my firm included in Exhibit A are consistent with the rates approved by courts in other securities or shareholder litigation when conducting a lodestar cross-check.

6. The total number of hours reflected in Exhibit A is 2,389.35 hours. The total lodestar reflected in Exhibit A is \$1,920,262.50, consisting of \$1,905,007.50 for attorneys' time and \$15,255.00 for professional support staff time.

7. My firm's lodestar figures are based upon the firm's billing rates, which rates do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in my firm's billing rates.

8. As detailed in Exhibit B, my firm is seeking reimbursement of a total of \$110,433.77 in expenses incurred in connection with the prosecution of this Action.

9. The litigation expenses incurred in the Action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred. The expenses reflected in Exhibit B are the expenses actually incurred by my firm.

10. Attached hereto as Exhibit C is a brief biography of Glancy Prongay, including the attorneys who were involved in the Action.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 13, 2026, in Wilmington, North Carolina.


Garth Spencer

EXHIBIT A***Miller v. Eagle Pharmaceuticals, Inc., et al.,*
Case No. 2:23-CV-23011-MAH****Glancy Prongay Wolke & Rotter LLP****LODESTAR REPORT
FROM INCEPTION THROUGH JULY 6, 2026**

TIMEKEEPER/CASE	STATUS	HOURS	RATE	LODESTAR
ATTORNEYS:				
Robert Prongay	Partner	91.60	1,250.00	114,500.00
Joseph Cohen	Partner	244.75	1,390.00	340,202.50
Kara Wolke	Partner	35.90	1,250.00	44,875.00
Garth Spencer	Partner	654.20	1,125.00	735,975.00
Christopher Thoms	Senior Counsel	61.50	1,025.00	63,037.50
Felicia M. Gordon	Staff Attorney	245.30	475.00	116,517.50
Uju Ezejiofor Obasi	Staff Attorney	236.00	450.00	106,200.00
Marcus Dalzine	Staff Attorney	166.00	450.00	74,700.00
Peter Nguyen	Staff Attorney	618.00	500.00	309,000.00
TOTAL ATTORNEY		2,353.25		1,905,007.50
PROFESSIONAL STAFF:				
Zabella Moore	Senior Paralegal	11.50	390.00	4,485.00
Michaela Ligman	Research Analyst	12.60	450.00	5,670.00
Gabrielle Zavaleta	Research Analyst	12.00	425.00	5,100.00
TOTAL PROFESSIONAL STAFF		36.10		15,255.00
TOTAL LODESTAR		2,389.35		1,920,262.50

EXHIBIT B

Miller v. Eagle Pharmaceuticals, Inc., et al.,
Case No. 2:23-CV-23011-MAH

Glancy Prongay Wolke & Rotter LLP

EXPENSE REPORT

FROM INCEPTION THROUGH JULY 8, 2026

ITEM	AMOUNT
COURIER AND SPECIAL POSTAGE	81.05
COURT FILING FEES	1,084.01
DOCUMENT MANAGEMENT	5,692.85
EXPERTS (ECONOMETRIC/ACCOUNTING)	32,965.00
INVESTIGATIONS	14,703.53
MEDIATOR	25,987.50
ONLINE RESEARCH	20,685.28
PHOTOIMAGING	201.11
PSLRA MANDATED PRESS RELEASE	110.00
RESEARCH OTHER	34.00
TRANSCRIPT	22.00
TRAVEL AIRFARE	3,325.38
TRAVEL AUTO	1,129.82
TRAVEL HOTEL	3,900.82
TRAVEL MEALS	483.42
TRAVEL PARKING	28.00
GRAND TOTAL	110,433.77

EXHIBIT C

Glancy Prongay Wolke & Rotter LLP

FIRM RESUME



Los Angeles | New York | San Diego

Firm Resume

Glancy Prongay Wolke & Rotter LLP (the “Firm”) has represented investors, consumers and employees for over 35 years. Headquartered in Los Angeles, with offices in New York City and San Diego, the Firm has successfully prosecuted class action cases and complex litigation in federal and state courts throughout the country. As Lead Counsel, Co-Lead Counsel, or as a member of Plaintiffs’ Counsel Executive Committees, the Firm’s attorneys have recovered billions of dollars for parties wronged by corporate fraud, antitrust violations and malfeasance.

The Firm is recognized as one of the premier plaintiffs’ firms in the country. In 2025, the Firm was named one of Law360’s Securities Groups of the Year and ranked second-highest in total investor recoveries by Institutional Shareholder Services Securities Class Action Services in its *Top 50 Plaintiff Law Firms 2025* report. The Firm has also been recognized as a Top Litigation Boutique in California by the *Daily Journal* in 2018 and 2025. RiskMetrics Group’s Institutional Shareholder Services unit has recognized the Firm as one of the top plaintiffs’ law firms in the United States in its Securities Class Action Services report for every year since the inception of the report in 2003. The Firm’s work has been featured in major outlets including *The Wall Street Journal*, *The New York Times*, and the *Los Angeles Times*. The Firm litigates tenaciously on behalf of its clients to produce significant recoveries and promote lasting corporate reform.

The Firm’s integrity and success originate from its attorneys, who are among the brightest and most experienced in the field. The Firm’s distinguished litigators have an unparalleled track record of investigating and prosecuting corporate wrongdoing. The Firm is respected for both the zealous advocacy with which we represent our clients’ interests as well as the highly-professional and ethical manner by which we achieve results. We are ideally positioned to pursue securities, antitrust, consumer, and derivative litigation on behalf of our clients.

SECURITIES CLASS ACTION SETTLEMENTS

Appointed as Lead or Co-Lead Counsel by judges throughout the United States, Glancy Prongay Wolke & Rotter has achieved significant recoveries for class members in numerous securities class actions, including:

In re Alibaba Group Holding Ltd. Securities Litigation, Case No. 1:20-cv-09568-GBD-JW (S.D.N.Y.), in which the Firm served as sole Lead Counsel and following four years of hard-fought litigation, achieved a \$433.5 million settlement for Alibaba investors. The settlement was the highest securities class action settlement of 2025, according to NERA, a prominent national economic consulting firm. The settlement is also the largest securities class action settlement ever attained against a Chinese issuer and ranks among the fifty largest U.S. securities class action settlements of all time, as tracked by Institutional Shareholder Services (ISS).

In re ViacomCBS Inc., Supreme Court of the State of New York, County of New York: Commercial Division, before Justice Andrew Borrok, Index No. 654959/2021. On August 5, 2025, as co-lead counsel Glancy Prongay Wolke & Rotter secured a \$120 million settlement for ViacomCBS Inc. investors. The settlement resolves investors’ claims that certain underwriters of the March 2021 public offering of Viacom Class B and Viacom convertible preferred stock violated the Securities Act of 1933 by issuing false and misleading statements and failing to disclose that the underwriters had substantial holdings of Viacom common stock as collateral for a highly leveraged, highly concentrated portfolio owned by Archegos Capital Management LP and that the underwriters could (and did) sell those holdings when Archegos collapsed.

In re Mercury Interactive Corporation Securities Litigation, Case No. 05-3395-JF (N.D. Cal.), in which the Firm served as Co-Lead Counsel and achieved a settlement valued at over \$117 million.

In re Real Estate Associates Limited Partnership Litigation, Case No. 98-cv-7035-DDP (C.D. Cal.), in which the Firm served as local counsel and plaintiffs achieved a \$184 million jury verdict after a complex six week trial in Los Angeles, California and later settled the case for \$83 million.

In re Yahoo! Inc. Securities Litigation, Case No. 5:17-cv-00373-LHK (N.D. Cal.), in which the Firm served as Co-Lead Counsel and achieved an \$80 million settlement.

The City of Farmington Hills Employees Retirement System v. Wells Fargo Bank, N.A., Case No. 10-cv-04372-DWF/JJG (D. Minn.), in which the Firm served as Co-Lead Counsel and achieved a settlement valued at \$62.5 million.

Shah v. Zimmer Biomet Holdings, Inc., Case No. 3:16-cv-815-PPS-MGG (N.D. Ind.), a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$50 million.

Schleicher v. Wendt, (Conseco Securities Litigation), Case No. 02-cv-1332-SEB (S.D. Ind.), a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of over \$41 million.

Robb v. Fitbit, Inc., Case No. 3:16-cv-00151 (N.D. Cal.), a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$33 million.

Yaldo v. Airtouch Communications, State of Michigan, Wayne County, Case No. 99-909694-CP, in which the Firm served as Co-Lead Counsel and achieved a settlement valued at over \$32 million for defrauded consumers.

Lapin v. Goldman Sachs, Case No. 03-cv-0850-KJD (S.D.N.Y.), a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$29 million.

In re Heritage Bond Litigation, Case No. 02-ML-1475-DT (C.D. Cal.), where as Co-Lead Counsel, the Firm recovered in excess of \$28 million for defrauded investors.

Mild v. PPG Industries, Inc., Case No. 18-cv-04231 (C.D. Cal.), a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$25 million.

Davis v. Yelp, Inc., Case No. 18-cv-0400 (N.D. Cal.), a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$22.5 million.

In re ECI Telecom Ltd. Securities Litigation, Case No. 01-cv-913-A (E.D. Va.), in which the Firm served as sole Lead Counsel and recovered almost \$22 million for defrauded ECI investors.

In re Sesen Bio, Inc. Securities Litigation, Case No. 21-cv-07025 (S.D.N.Y.), a securities fraud class action, in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$21 million.

In re Flowers Foods, Inc. Securities Litigation, Case No. 7:16-cv-00222 (M.D. Ga.), a securities fraud class action, in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$21 million.

In re Live Nation Entertainment Inc., Case No. 23-cv-06343-KK-AS (C.D. Cal.). On August 28, 2025, the Firm, as co-Class Counsel, secured a \$20 million settlement on behalf of Live Nation Entertainment Inc. investors.

Senn v. Sealed Air Corporation, Case No. 03-cv-4372-DMC (D.N.J.), a securities class action, in which the Firm acted as Co-Lead Counsel for the Class and achieved a settlement of \$20 million.

In re Gilat Satellite Networks, Ltd. Securities Litigation, Case No. 02-cv-1510-CPS (E.D.N.Y.), a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$20 million.

In re Lumenis, Ltd. Securities Litigation, Case No. 02-cv-1989-DAB (S.D.N.Y.), in which the Firm served as Co-Lead Counsel and achieved a settlement valued at over \$20 million.

In re Penn West Petroleum, Ltd. Securities Litigation, Case No. 14-cv-06046-JGK (S.D.N.Y.), a securities fraud class action in which the Firm achieved a \$19 million settlement for the U.S. shareholder class as part of a \$39 million global settlement.

Wilson v. LSB Industries, Inc., Case No. 15-cv-07614 (S.D.N.Y.), a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$18.45 million.

In re Infonet Services Corporation Securities Litigation, Case No. CV 01-10456-NM (C.D. Cal.), in which as Co-Lead Counsel, the Firm achieved a settlement of \$18 million.

Pierrelouis v. Gogo Inc., Case No. 18-cv-04473 (N.D. Ill.), a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$17.3 million.

Macovski v. Groupon, Inc., Case No. 20-cv-02581 (N.D. Ill.), a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$13.5 million.

In re Musicmaker.com Securities Litigation, Case No. 00-cv-02018-CAS (C.D. Cal.), a securities fraud class action in which the Firm was sole Lead Counsel for the Class and recovered in excess of \$13 million.

Taft v. Ackermans (KPNQwest Securities Litigation), Case No. 02-cv-07951-PKL (S.D.N.Y.), a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement worth \$11 million.

Derr v. RA Medical Systems, Inc., Case No. 19-cv-01079 (S.D. Cal.), a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$10 million.

ANTITRUST PRACTICE GROUP AND ACHIEVEMENTS

Glancy Prongay Wolke & Rotter's Antitrust Practice Group focuses on representing individuals and entities that have been victimized by unlawful monopolization, price-fixing, market allocation, and other anti-competitive conduct. The Firm has prosecuted significant antitrust cases and has helped public health and welfare funds, individuals, and businesses recover billions of dollars in damages as well as injunctive relief for violations of antitrust and commodities laws throughout the country. The Firm has served, or is currently serving, as Lead Counsel, Co-Lead Counsel or Class Counsel in a substantial number of antitrust class actions, including:

In re Nasdaq Market-Makers Antitrust Litigation, USDC Southern District of New York, Case No. 94 C 3996-RWS, MDL Docket No. 1023, a landmark antitrust lawsuit in which the Firm filed the first complaint against all of the major NASDAQ market makers and served on Plaintiffs' Counsel's Executive Committee in a case that recovered \$900 million for investors.

Sullivan v. DB Investments, USDC District of New Jersey, Case No. No. 04-cv-2819, where the Firm served as Co-Lead Settlement Counsel in an antitrust case against DeBeers relate to the pricing of diamonds that settled for \$295 million.

In re Korean Air Lines Antitrust Litig., MDL No. 07-0189 (C.D. Cal.), where the Firm served as Co-Lead Counsel in a case related to fixing of prices for airline tickets to Korea that settled for \$86 million.

In re Zetia Antitrust Litigation, Case No. 2:18-md-02836 (E.D. Va.), where the Firm, representing a major health and welfare fund, played a significant role in achieving a settlement of \$70 million.

In re Aggrenox Antitrust Litig., Case No. 14-cv-2516 (D. Conn.), where the Firm played a major role in achieving a settlement of \$54 million.

In re Solodyn Antitrust Litig., Case No. MDL 2503 (D. Mass.), where the Firm played a major role in achieving a settlement of \$43 million.

In re Urethane Chemical Antitrust Litig., USDC District of Kansas, Case No. MDL 1616, where the Firm served as Co-Lead counsel in an antitrust price fixing case that settled \$33 million.

In re Western States Wholesale Natural Gas Litig., MDL No. 1566 (D. Nev.), where the Firm served as Class Counsel in an antitrust price fixing case that settled \$25 million.

In re Generic Pharmaceuticals Pricing Antitrust Litig., Case No. 16-md-2427 (E.D. Penn), where the Firm is representing a major Health and Welfare Fund in a case against a number of generic drug manufacturers for price fixing generic drugs.

In re Actos End Payor Antitrust Litig., Case No. 13-cv-9244 (S.D.N.Y.), where the Firm is serving on Plaintiffs' Executive Committee.

In re Heating Control Panel Direct Purchaser Action, Case No. 12-md-02311 (E.D. Mich.), representing a recreational vehicle manufacturer in a price-fixing class action involving direct purchasers of heating control panels.

In re Instrument Panel Clusters Direct Purchaser Action, Case No. 12-md-02311 (E.D. Mich.), representing a recreational vehicle manufacturer in a price-fixing class action involving direct purchasers of instrument panel clusters.

OTHER NOTABLE ACHIEVEMENTS

Glancy Prongay Wolke & Rotter has been responsible for obtaining favorable appellate opinions which have broken new ground in the class action or securities fields, or which have promoted shareholder rights in prosecuting these actions. The Firm successfully argued the appeals in a number of cases:

Headed by Firm attorney Kara Wolke, the Firm served as additional plaintiffs' counsel in *Christine Asia Co. Ltd., et al. v. Jack Yun Ma et al. ("Alibaba")*, 1:15-md-02631 (SDNY), a securities class action on behalf of investors alleging violations of the Securities Exchange Act of 1934 in connection with Alibaba's historic \$25 billion IPO, the then-largest IPO in history. After hard-fought litigation, including a successful appeal to the Second Circuit and obtaining class certification, the case settled for \$250 million.

In *Smith v. L'Oreal*, 39 Cal.4th 77 (2006), Firm partner Kevin Ruf established ground-breaking law when the California Supreme Court agreed with the Firm's position that waiting penalties under the California Labor Code are available to *any* employee after termination of employment, regardless of the reason for that termination.

Spearheaded by Firm attorney Kevin Ruf, the Firm served as Co-Lead Counsel for a class of drivers misclassified as independent contractors in the landmark case *Lee v. Dynamex*, Case No. BC332016 (Super. Ct. of Cal), which made new law for workers' rights in the California Supreme Court. The *Dynamex* decision altered 30 years of California law and established a new definition of employment that brings more workers within the protections of California's Labor Code. The California legislature, in response to the *Dynamex* decision, promulgated AB5, a statute that codifies the law of the *Dynamex* case and expands its reach.

OUR TEAM

PARTNERS

LEE ALBERT has over fifteen years of trial experience in both jury and non-jury cases and arbitrations and has argued before the Supreme and Superior Courts of Pennsylvania on numerous occasions. Mr. Albert has represented a national health care provider at trial obtaining injunctive relief in federal court to enforce a five-year contract not to compete on behalf of a national health care provider and injunctive relief on behalf of an undergraduate university.

Currently, Mr. Albert represents clients in complex litigation matters including violations of federal and state antitrust and securities laws, mass tort/product liability and unfair and deceptive trade practices. Some of Mr. Albert's current major cases include *In Re Automotive Wire Harness Systems Antitrust Litigation* (E.D. Mich.); *In Re Heater Control Panels Antitrust Litigation* (E.D. Mich.); *Kleen Products, et al. v. Packaging Corp. of America* (N.D. Ill.); and *In re Class 8 Transmission Indirect Purchaser Antitrust Litigation* (D. Del.).

Previously, Mr. Albert had a significant role in the following cases: *In re Zetia Antitrust Litigation*, No. 18-md-2836 (E.D. Va.) (\$70 million settlement); *Marine Products Antitrust Litigation* (C.D. Cal.); *Baby Products Antitrust Litigation* (E.D. Pa.); *In re ATM Fee Litigation* (N.D. Cal.); *In re Canadian Car Antitrust Litigation* (D. Me.); *In re Broadcom Securities Litigation* (C.D. Cal.); and has worked on *In re Avandia Marketing, Sales Practices and Products Liability Litigation* (E.D. Pa.); *In re Ortho Evra Birth Control Patch Litigation* (N.J. Super. Ct.); *In re AOL Time Warner, Inc. Securities Litigation* (S.D.N.Y.); *In re WorldCom, Inc. Securities Litigation* (S.D.N.Y.); and *In re Microsoft Corporation Massachusetts Consumer Protection Litigation* (Mass. Super. Ct.).

Mr. Albert received his B.S. and M.S. degrees from Temple University and Arcadia University in 1975 and 1980, respectively, and received his J.D. degree from Widener University School of Law in 1986. He is admitted to the bars of the Commonwealth of Pennsylvania, the State of New Jersey, and the United States District Courts for the Eastern District of Pennsylvania and the District of New Jersey in 1986. After law school, Mr. Albert spent several years working as a civil litigator in Philadelphia, PA.

BRIAN D. BROOKS has spent most of his 20+ years as a litigator prosecuting antitrust cases against brand and generic drug manufacturers for monopolizing or otherwise restraining trade in the market for their drugs, typically by illegally interfering with the regulatory process for approval

and launch of generics. Since joining the Firm, he has prosecuted these generic suppression cases on behalf of classes of “end-payor” plaintiffs, which include individuals or businesses who bought the drug at the end of the distribution chain for the purpose of consumption by themselves or their members.

Among Mr. Brooks’s successes in his current role is *In re Zetia Antitrust Litigation*, No. 18-md-2836 (E.D. Va.), which resulted in a global settlement of \$600 million, including a \$70 million settlement for the end-payor class. Mr. Brooks played an integral role in the *Zetia* team from discovery through final trial preparations. Currently, Mr. Brooks is leading the prosecution of *In re Vascepa Antitrust Litigation*, No. 3:21-cv-12061 (D.N.J.), in which drug manufacturer Amarin, Inc. is alleged to have suppressed generic competition for its cardiovascular drug Vascepa by cornering the market for the active pharmaceutical ingredient necessary to manufacture generic versions of the drug. The Firm was appointed co-lead counsel for the end-payor class, and Mr. Brooks is leading the prosecution for the end payors.

Despite this intense focus on generic suppression cases, Mr. Brooks has gained extensive experience litigating matters in other areas, including a direct purchaser antitrust case. He has also investigated and litigated numerous securities and consumer class actions, and has represented businesses in individual litigation. His past business clients include a fintech startup, a regional furniture store, a chain of gas stations, and a commercial tree nursery.

Mr. Brooks received his J.D. from Washington and Lee School of Law in 2002, where he was a staff writer for the *Environmental Law Digest* and clerked for the Alderson Legal Assistance Program. He earned his B.A. in Sociology from Northwestern State University of Louisiana while serving in the Louisiana Army National Guard.

Mr. Brooks is admitted to practice in all state courts in New York and Louisiana, as well as the United States District Courts for the Southern and Eastern Districts of New York; the Eastern and Western Districts of Louisiana; and the Northern District of Illinois.

JOSEPH D. COHEN has extensive complex civil litigation experience, and currently oversees the firm’s settlement department, negotiating, documenting and obtaining court approval of the firm’s securities, merger and derivative settlements.

Prior to joining the Firm, Mr. Cohen successfully prosecuted numerous securities fraud, consumer fraud, antitrust and constitutional law cases in federal and state courts throughout the country. Cases in which Mr. Cohen took a lead role include: *Jordan v. California Dep’t of Motor Vehicles*, 100 Cal. App. 4th 431 (2002) (complex action in which the California Court of Appeal held that California’s Non-Resident Vehicle \$300 Smog Impact Fee violated the Commerce Clause of the United States Constitution, paving the way for the creation of a \$665 million fund and full refunds, with interest, to 1.7 million motorists); *In re Geodyne Res., Inc. Sec. Litig.* (Harris Cty. Tex.) (settlement of securities fraud class action, including related litigation, totaling over \$200 million); *In re Cmty. Psychiatric Centers Sec. Litig.* (C.D. Cal.) (settlement of \$55.5 million was obtained from the company and its auditors, Ernst & Young, LLP); *In re McLeodUSA Inc., Sec. Litig.* (N.D. Iowa) (\$30 million settlement); *In re Arakis Energy Corp. Sec. Litig.* (E.D.N.Y.) (\$24 million settlement); *In re Metris Cos., Inc., Sec. Litig.* (D. Minn.) (\$7.5 million settlement); and *Freedman v. Maspeth Fed. Loan and Savings Ass’n*, (E.D.N.Y.) (favorable resolution of issue of first impression under RESPA resulting in full recovery of improperly assessed late fees).

In addition, Mr. Cohen was previously the head of the settlement department at Bernstein Litowitz Berger & Grossmann LLP. While at BLB&G, Mr. Cohen had primary responsibility for overseeing the team working on the following settlements, among others: *In Re Merck & Co., Inc. Sec., Deriv. & "ERISA" Litig.* (D.N.J.) (\$1.062 billion securities class action settlement); *New York State Teachers' Ret. Sys. v. General Motors Co.* (E.D. Mich.) (\$300 million securities class action settlement); *In re JPMorgan Chase & Co. Sec. Litig.* (S.D.N.Y.) (\$150 million settlement); *Dep't of the Treasury of the State of New Jersey and its Division of Inv. v. Cliffs Natural Res. Inc., et al.* (N.D. Ohio) (\$84 million securities class action settlement); *In re Penn West Petroleum Ltd. Sec. Litig.* (S.D.N.Y.) (\$19.76 million settlement).

CHRISTOPHER FALLON focuses on securities, consumer, and antitrust litigation. As a Certified E-Discovery Specialist through the Association of Certified E-Discovery Specialists (ACEDS), Mr. Fallon manages all aspects of the fact and expert discovery stages of litigation.

Mr. Fallon earned his J.D. and a Certificate in Dispute Resolution from Pepperdine Law School in 2004. While attending law school, Christopher worked at the Pepperdine Special Education Advocacy Clinic and interned with the Rhode Island Office of the Attorney General. Prior to attending law school, he graduated from Boston College with a Bachelor of Arts in Economics and a minor in Irish Studies, then served as Deputy Campaign Finance Director on a U.S. Senate campaign.

LIONEL Z. GLANCY, a graduate of University of Michigan Law School, is the founding partner of the Firm. After serving as a law clerk for United States District Judge Howard McKibben, he began his career as an associate at a New York law firm concentrating in securities litigation. Thereafter, he started a boutique law firm specializing in securities litigation, and other complex litigation, on behalf of investors and consumers. Mr. Glancy has established a distinguished career in the field of securities litigation over the last thirty years, having appeared and been appointed lead counsel on behalf of aggrieved investors in securities class action cases throughout the country. He has appeared and argued before dozens of district courts and a number of appellate courts. His efforts have resulted in the recovery of hundreds of millions of dollars in settlement proceeds for huge classes of shareholders. Well known in securities law, he has lectured on its developments and practice, including having lectured before Continuing Legal Education seminars and law schools.

Mr. Glancy earned his undergraduate degree in political science in 1984 and his Juris Doctor degree in 1986, both from the University of Michigan. He was admitted to practice in California in 1988, and in Nevada and before the U.S. Court of Appeals, Ninth Circuit, in 1989.

MARC L. GODINO manages the Firm's consumer class action department and has successfully prosecuted securities, derivative, merger & acquisition, and consumer cases throughout the country in both state and federal court.

Recently, Mr. Godino obtained a jury verdict against American Honda Motor Company, Inc. of over \$1,000,000 on behalf of an Illinois class of Honda car owners regarding a defective engine component. *Quackenbush et al. v. American Honda Motor Company, Inc. et al.*, Case No. 3:20-cv-05599-WHA. Subsequently, Mr. Godino defeated Honda's attempt to reverse the verdict in the 9th Circuit Court of Appeals. *Quackenbush et al. v. American Honda Motor Company, Inc. et al.*, 2025 WL 1009273 (9th Cir. April 4, 2025).

Mr. Godino's other successes with the Firm include: *Good Morning To You Productions Corp., et al., v. Warner/Chappell Music, Inc., et al.*, Case No. 13-04460 (C.D. Cal.) (In this highly publicized case that attracted world-wide attention, Plaintiffs prevailed on their claim that the song "Happy Birthday" should be in the public domain and achieved a \$14,000,000 settlement to class members who paid a licensing fee for the song); *Pappas v. Naked Juice Co. of Glendora, Inc.*, Case No. 11-08276 (C.D. Cal.) (\$9,000,000 settlement plus injunctive relief); *Astiana v. Kashi Company*, Case No. 11-1967 (S.D. Cal.) (\$5,000,000 settlement); *In re Magma Design Automation, Inc. Securities Litigation*, Case No. 05-2394 (N.D. Cal.) (\$13,500,000 settlement); *Kelly v. Phiten USA, Inc.*, Case No. 11-67 (S.D. Iowa) (\$3,200,000 settlement plus injunctive relief); *Esslinger, et al. v. HSBC Bank Nevada, N.A.*, Case No. 10-03213 (E.D. Pa.) (\$23,500,000 settlement); *In re Discover Payment Protection Plan Marketing and Sales Practices Litigation*, Case No. 10-06994 (\$10,500,000 settlement); *In Re: Bank of America Credit Protection Marketing and Sales Practices Litigation*, Case No. 11-md-02269 (N.D. Cal.) (\$20,000,000 settlement). *Castillo, et al., v. Seagate Technology LLC*, Case No. 16-01958 (N.D. Cal.) (settlement provides up to \$3,500 to class members); *Small v. University Medical Center of Southern Nevada*, Case No. 13-00298 (D. Nev.) (\$4,250,000.000 settlement); *Reniger, et al., v. Hyundai Motor America, et al.*, Case No. 14-03612 (N.D. Cal.) (no cap reimbursement program and free software update); *In re: Michaels Stores, Inc. Fair Credit Reporting Act Litigation*, Case no. 15-05504 (D.N.J.) (\$4 million settlement).

MATTHEW M. HOUSTON, a partner in the Firm's New York office, has substantial courtroom experience involving complex actions in federal and state courts throughout the country. Mr. Houston was co-lead trial counsel in one the few ERISA class action cases taken to trial asserting breach of fiduciary duty claims against plan fiduciaries, *Brieger et al. v. Tellabs, Inc.*, No. 06-CV-01882 (N.D. Ill.), and has successfully prosecuted many ERISA actions, including *In re Royal Ahold N.V. Securities and ERISA Litigation*, Civil Action No. 1:03-md-01539. Mr. Houston has been one of the principal attorneys litigating claims in multi-district litigation concerning employment classification of pickup and delivery drivers and primarily responsible for prosecuting ERISA class claims resulting in a \$242,000,000 settlement; *In re FedEx Ground Package Inc. Employment Practices Litigation*, No. 3:05-MD-527 (MDL 1700). Mr. Houston recently presented argument before the Eleventh Circuit Court of Appeals on behalf of a class of Florida pickup and delivery drivers obtaining a reversal of the lower court's grant of summary judgment. Mr. Houston represented the interests of Nevada and Arkansas drivers employed by FedEx Ground obtaining significant recoveries on their behalf. Mr. Houston also served as lead counsel in multi-district class litigation seeking to modify insurance claims handling practices; *In re UnumProvident Corp. ERISA Benefits Denial Actions*, No. 1:03-cv-1000 (MDL 1552).

Mr. Houston has played a principal role in numerous derivative and class actions wherein substantial benefits were conferred upon plaintiffs: *In re: Groupon Derivative Litigation*, No. 12-cv-5300 (N.D. Ill. 2012) (settlement of consolidated derivative action resulting in sweeping corporate governance reform estimated at \$159 million) *Bangari v. Lesnik, et al.*, No. 11 CH 41973 (Illinois Circuit Court, County of Cook) (settlement of claim resulting in payment of \$20 million to Career Education Corporation and implementation of extensive corporate governance reform); *In re Diamond Foods, Inc. Shareholder Litigation*, No. CGC-11-515895 (California Superior Court, County of San Francisco) (\$10.4 million in monetary relief including a \$5.4 million clawback of executive compensation and significant corporate governance reform).

Mr. Houston graduated from Boston University School of Law in 1988 and has been selected as a New York Metro Super Lawyer often. Mr. Houston is a member of the Bar of the State of New York and is admitted to the United States District Courts for the Southern and Eastern Districts of New York and the District of Massachusetts, and the Second, Seventh, Ninth, and Eleventh Circuit Court of Appeals of the United States.

JASON L. KRAJCER is a partner in the Firm's Los Angeles office. He specializes in complex securities cases and has extensive experience in all phases of litigation (fact investigation, pre-trial motion practice, discovery, trial, appeal).

Prior to joining the Firm, Mr. Krajcer was an associate at Goodwin Procter LLP where he represented issuers, officers and directors in multi-hundred million and billion dollar securities cases. He began his legal career at Orrick, Herrington & Sutcliffe LLP, where he represented issuers, officers and directors in securities class actions, shareholder derivative actions, and matters before the U.S. Securities & Exchange Commission.

Mr. Krajcer is admitted to the State Bar of California, the Bar of the District of Columbia, the United States Supreme Court, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central and Southern Districts of California.

CHARLES H. LINEHAN is a partner in the Firm's Los Angeles office. He graduated summa cum laude from the University of California, Los Angeles with a Bachelor of Arts degree in Philosophy and a minor in Mathematics. Mr. Linehan received his Juris Doctor degree from the UCLA School of Law, where he was a member of the UCLA Moot Court Honors Board. While attending law school, Mr. Linehan participated in the school's First Amendment Amicus Brief Clinic (now the Scott & Cyan Banister First Amendment Clinic) where he worked with nationally recognized scholars and civil rights organizations to draft amicus briefs on various Free Speech issues.

GREGORY B. LINKH litigates antitrust, securities, shareholder derivative, and consumer cases. Mr. Linkh graduated from the State University of New York at Binghamton in 1996 and from the University of Michigan Law School in 1999. While in law school, Greg externed with United States District Judge Gerald E. Rosen of the Eastern District of Michigan. Greg was previously associated with the law firms Dewey Ballantine LLP, Pomerantz Haudek Block Grossman & Gross LLP, and Murray Frank LLP.

Mr. Linkh played significant roles in *In re Merrill Lynch & Co., Inc. Research Reports Securities Litigation* (\$125 million settlement); *In re Crompton Corp. Securities Litigation* (\$11 million settlement); *Lowry v. Andrx Corp.* (\$8 million settlement); *In re Xybernaut Corp. Securities MDL Litigation* (\$6.3 million settlement). Mr. Linkh also represented the West Virginia Investment Management Board in *WVIMB v. Residential Accredited Loans, Inc., et al.*, relating to the its investment in residential mortgage-backed securities.

Greg is the co-author of *Inherent Risk In Securities Cases In The Second Circuit*, NEW YORK LAW JOURNAL (Aug. 26, 2004); and *Staying Derivative Action Pursuant to PSLRA and SLUSA*, NEW YORK LAW JOURNAL, P. 4, COL. 4 (Oct. 21, 2005).

ROBERT V. PRONGAY is the Firm's Managing Partner. Mr. Prongay is recognized nationally as a leading securities litigator and as one of the top plaintiffs' lawyers in California. His practice primarily focuses on actions to recover investment losses resulting from violations of the federal securities laws and actions to vindicate shareholder rights in response to corporate misconduct. Mr. Prongay plays a key role in the investigation and initiation of new matters on behalf of the Firm's institutional and individual investor clients.

Mr. Prongay has extensive experience litigating complex cases in state and federal courts nationwide. As lead counsel in dozens of securities class actions, he has successfully recovered more than a billion dollars for investors victimized by securities fraud. For example, as Lead Counsel, Mr. Prongay and the Firm secured a recovery of \$433.5 million for the class of investors in *In Re: Alibaba Group Holding Ltd. Securities Litigation*, Case No. 1:20-cv-09568-GBD-JW (S.D.N.Y.). Mr. Prongay also served as Co-Lead Counsel in *Camelot Event Driven Fund, a Series of Frank Funds Trust v. Morgan Stanley & Co. LLC, et al.*, Index No. 654959/2021 (Supreme Court, New York County) where the Firm obtained a \$120 million settlement paid by Morgan Stanley and Goldman Sachs. Mr. Prongay was also Co-Lead Counsel in *In Re Yahoo! Inc. Securities Litigation*, Case No. 5:17-cv-00373-LHK (N.D. Cal.), that resulted in an \$80 million settlement and Lead Counsel in *Shah, et al. v. Zimmer Biomet Holdings, Inc. et al.*, Case No. 3:16-cv-00815-PPS-MGG (N.D. Ind.) that resulted in a \$50 million settlement.

Many of Mr. Prongay's cases have received national and regional press coverage. Mr. Prongay has been interviewed by journalists and writers for national and industry publications, ranging from *The Wall Street Journal* to the *Los Angeles Daily Journal*, and has appeared as a guest on Bloomberg Television.

Mr. Prongay received his Bachelor of Arts degree in Economics from the University of Southern California and his Juris Doctor degree from Seton Hall University School of Law. Mr. Prongay is also an alumnus of the Lawrenceville School.

DANIELLA QUITT has focused her practice on shareholder rights, securities class actions, and ERISA class actions but also handles general commercial and consumer litigation. Ms. Quitt serves as a member of the S.D.N.Y. ADR Panel, has been consistently selected as a New York Metro Super Lawyer, and *Super Lawyers Magazine* selected Ms. Quitt as a Super Lawyer beginning in 2014.

Ms. Quitt has extensive experience in successfully litigating complex class actions from inception to trial and has played a significant role in numerous actions wherein substantial benefits were conferred upon plaintiff shareholders, such as *In re Safety-Kleen Corp. Stockholders Litigation*, (D.S.C.) (settlement fund of \$44.5 million); *In re Laidlaw Stockholders Litigation*, (D.S.C.) (settlement fund of \$24 million); *In re UNUMProvident Corp. Securities Litigation*, (D. Me.) (settlement fund of \$45 million); *In re Harnischfeger Industries* (E.D. Wisc.) (settlement fund of \$10.1 million); *In re Oxford Health Plans, Inc. Derivative Litigation*, (S.D.N.Y.) (settlement benefit of \$13.7 million and corporate therapeutics); *In re JWP Inc. Securities Litigation*, (S.D.N.Y.) (settlement fund of \$37 million); *In re Home Shopping Network, Inc., Derivative Litigation*, (S.D. Fla.) (settlement benefit in excess of \$20 million); *In re Graham-Field Health Products, Inc. Securities Litigation*, (S.D.N.Y.) (settlement fund of \$5.65 million); *Benjamin v. Carusona*, (E.D.N.Y.) (prosecuted action on behalf of minority shareholders which resulted in a change of control from majority-controlled management at Gurney's Inn Resort & Spa Ltd.); *In re Rexel Shareholder Litigation*, (Sup. Ct. N.Y. County) (settlement benefit in excess of \$38 million);

Jacobs v. Verizon Communications (S.D.N.Y.) (ERISA settlement of \$30 million); and *Croyden Assoc. v. Tesoro Petroleum Corp., et al.*, (Del. Ch.) (settlement benefit of \$19.2 million).

Ms. Quitt graduated from Fordham University School of Law in 1988, is a member of the Bar of the State of New York, and is also admitted to the United States District Courts for the Southern and Eastern Districts of New York, the United States Court of Appeals for the Second, Fifth, and Ninth Circuits, and the United States Supreme Court.

PAVITHRA RAJESH is a partner in the firm's Los Angeles office who litigates securities class actions. She specializes in pre-litigation investigation to develop legal theories in securities and derivative matters. Her notable work includes a \$120 million settlement (for claims that certain underwriters of a public offering failed to disclose that they held substantial holdings as collateral for a highly leveraged, highly concentrated portfolio), a \$10 million settlement (for claims that a medical device company misled investors about product effectiveness and off-label marketing) and an \$11 million settlement (for claims that investors in a business combination were misled about a financing commitment and an executive's embezzlement; pending final approval).

Ms. Rajesh has unique writing experience from her judicial externship for the Patent Pilot Program in the United States District Court for the Central District of California, where she worked closely with the Clerk and judges in the program on patent cases. Ms. Rajesh graduated from University of California, Santa Barbara with a Bachelor of Science degree in Mathematics and a Bachelor of Arts degree in Psychology. She received her Juris Doctor degree from UCLA School of Law. While in law school, Ms. Rajesh was an Associate Editor for the UCLA Law Review.

JONATHAN M. ROTTER leads the Firm's intellectual property litigation practice and the antitrust litigation practice. Mr. Rotter has extensive experience in class action litigation, including in the fields of data privacy, digital content, securities, consumer protection, and antitrust. His cases often involve technical and scientific issues, and he excels at the critical skill of understanding and organizing complex subject matter in a way helpful to judges, juries, and ultimately, the firm's clients. Since joining the Firm, he has played a key role in cases recovering over \$100 million. He handles cases on contingency, partial contingency, and hourly bases, and works collaboratively with other lawyers and law firms across the country.

Before joining the firm, Mr. Rotter served for three years as the first Patent Pilot Program Law Clerk at the United States District Court for the Central District of California, both in Los Angeles and Orange County. There, he assisted the Honorable S. James Otero, Andrew J. Guilford, George H. Wu, John A. Kronstadt, and Beverly Reid O'Connell with hundreds of patent cases in every major field of technology, from complaint to post-trial motions, advised on case management strategy, and organized and provided judicial education. Mr. Rotter also served as a law clerk for the Honorable Milan D. Smith, Jr. on the United States Court of Appeals for the Ninth Circuit, working on the full range of matters handled by the Circuit.

Before his service to the courts, Mr. Rotter practiced at an international law firm, where he argued appeals at the Federal Circuit, Ninth Circuit, and California Court of Appeal, tried cases, argued motions, and managed all aspects of complex litigation. He also served as a volunteer criminal prosecutor for the Los Angeles City Attorney's Office.

Mr. Rotter graduated with honors from Harvard Law School in 2004. He served as an editor of the Harvard Journal of Law & Technology, was a Fellow in Law and Economics at the John M.

Olin Center for Law, Economics, and Business at Harvard Law School, and a Fellow in Justice, Welfare, and Economics at the Harvard University Weatherhead Center For International Affairs. He graduated with honors from the University of California, San Diego in 2000 with a B.S. in molecular biology and a B.A. in music.

Mr. Rotter served on the Merit Selection Panel for Magistrate Judges in the Central District of California, and served on the Model Patent Jury Instructions and Model Patent Local Rules subcommittees of the American Intellectual Property Law Association. He has written extensively on intellectual property issues, and has been honored for his work with legal service organizations. He is admitted to practice in California and before the United States Courts of Appeals for the First, Second, Ninth and Federal Circuits, the United States District Courts for the Northern, Central, and Southern Districts of California, and the United States Patent & Trademark Office.

KEVIN F. RUF graduated from the University of California at Berkeley with a Bachelor of Arts in Economics and earned his Juris Doctor degree from the University of Michigan. He was an associate at the Los Angeles firm Manatt Phelps and Phillips from 1988 until 1992, where he specialized in commercial litigation. In 1993, he joined the firm Corbin & Fitzgerald (with future federal district court Judge Michael Fitzgerald) specializing in white collar criminal defense work.

Mr. Ruf joined the Firm in 2001 and works on a diverse range of trial and appellate cases; he is also head of the Firm's Labor practice. Mr. Ruf has successfully argued a number of important appeals, including in the 9th Circuit Court of Appeals. He has twice argued cases before the California Supreme Court – winning both.

In *Smith v. L'Oreal* (2006), after Mr. Ruf's winning arguments, the California Supreme Court established a fundamental right of all California workers to immediate payment of all earnings at the conclusion of their employment.

Mr. Ruf gave the winning oral argument in one of the most talked about and wide-reaching California Supreme Court cases of recent memory: *Lee v. Dynamex* (2018). The Dynamex decision altered 30 years of California law and established a new definition of employment that brings more workers within the protections of California's Labor Code. The California legislature was so impressed with the Dynamex result that promulgated AB5, a statute to formalize this new definition of employment and expand its reach.

Mr. Ruf has been named three times as one of the Daily Journal's "Top 75 Employment Lawyers." He won the prestigious California Lawyer of the Year (CLAY) award in 2019 for his work on the *Dynamex* case. In 2021, Mr. Ruf was named by California's legal paper of record, the Daily Journal, as one of 18 California "Lawyers of the Decade."

From 2014 to 2022, Mr. Ruf served as an elected member of the Ojai Unified School District Board of Trustees. Mr. Ruf was also a Main Company Member of the world-famous Groundlings improv and sketch comedy troupe – where "everyone else got famous."

BENJAMIN I. SACHS-MICHAELS, is the head of the Firm's shareholder derivative group. With over 12 years in experience, Mr. Sachs-Michaels prosecutes mismanagement and breach of fiduciary duty claims in state and federal courts nationwide. He specializes in helping shareholders strengthen their investments by holding managers accountable when they permit corporate misconduct. Mr. Sachs-Michaels has achieved shareholder derivative settlements totaling

hundreds of millions of dollars and the adoption of significant corporate governance reforms at dozens of public companies.

Mr. Sachs-Michaels played an integral part in achieving recoveries in the following derivative class actions on behalf of investors: *Witchko v. Schorsch, et al.* (\$286.5 million settlement); *Verma v. Costolo (Twitter)* (\$46.75 million settlement); and *In re Stamps.com, Inc. Stockholder Derivative Litigation* (\$30 million settlement).

Mr. Sachs-Michaels graduated from Benjamin N. Cardozo School of Law in 2011. While in law school, he served as a judicial intern to Senior United States District Judge Thomas J. McAvoy in the United States District Court for the Northern District of New York and was a member of the Cardozo Journal of Conflict Resolution.

Mr. Sachs-Michaels is a member of the Bar of the State of New York. He is also admitted to the United States District Courts for the Southern and Eastern Districts of New York and the United States Court of Appeals for the Second Circuit.

CASEY E. SADLER has worked with the Firm's clients to secure lead plaintiff appointment in hundreds of securities class actions. With over 14 years of experience litigating securities class actions, Casey is highly skilled in all aspects of securities cases, including legal briefing and oral advocacy. He has overseen numerous cases from start to finish that resulted in tremendous outcomes for shareholders. Notable successes include: *The City of Farmington Hills Employees Retirement System v. Wells Fargo Bank, N.A.* (\$62.5 million settlement on eve of trial); *In re Sesen Bio, Inc. Securities Litigation*, (\$21 million settlement).

Mr. Sadler graduated from Emory University and the University of Southern California, Gould School of Law. He is admitted to the State Bar of California, the United States Court of Appeals for Ninth Circuit, and the United States District Courts for the Northern, Southern, and Central Districts of California.

EX KANO S. SAMS II has extensive experience litigating complex securities and consumer cases and has served as lead counsel in dozens of securities class actions and complex litigation cases on the state and federal levels throughout the United States. Mr. Sams was one of the counsel for respondents in *Cyan, Inc. v. Beaver Cnty. Emps. Ret. Fund*, 583 U.S. 416 (2018), in which the United States Supreme Court ruled unanimously in favor of respondents, holding that: (1) the Securities Litigation Uniform Standards Act of 1998 ("SLUSA") does not strip state courts of jurisdiction over class actions alleging violations of only the Securities Act of 1933; and (2) SLUSA does not empower defendants to remove such actions from state to federal court. Mr. Sams also participated in a successful appeal before a Fifth Circuit panel that included former United States Supreme Court Justice Sandra Day O'Connor sitting by designation, in which the court unanimously vacated the lower court's denial of class certification, reversed the lower court's grant of summary judgment, and issued an important decision on the issue of loss causation in securities litigation: *Alaska Electrical Pension Fund v. Flowserve Corp.*, 572 F.3d 221 (5th Cir. 2009). The case settled for \$55 million.

Mr. Sams has also obtained other significant results. Notable examples include: *Donley v. Live Nation Ent., Inc.*, 2024 WL 794641 (C.D. Cal. Feb. 23, 2024) (denying motion to dismiss; case settled for \$20 million); *Beezley v. Fenix Parts, Inc.*, 2018 WL 3454490 (N.D. Ill. July 13, 2018) (denying motion to dismiss); *In re Flowers Foods, Inc. Sec. Litig.*, 2018 WL 1558558 (M.D. Ga.

Mar. 23, 2018) (largely denying motion to dismiss; case settled for \$21 million); *In re King Digital Entm't plc S'holder Litig.*, No. CGC-15-544770 (San Francisco Superior Court) (case settled for \$18.5 million); *In re Castlight Health, Inc. S'holder Litig.*, Lead Case No. CIV533203 (California Superior Court, County of San Mateo) (case settled for \$9.5 million); *Wiley v. Envivio, Inc.*, Master File No. CIV517185 (California Superior Court, County of San Mateo) (case settled for \$8.5 million); *In re CafePress Inc. S'holder Litig.*, Master File No. CIV522744 (California Superior Court, County of San Mateo) (case settled for \$8 million).

Mr. Sams has been an author or co-author of several articles in major legal publications, including “9th Circuit Decision Clarifies Securities Fraud Loss Causation Rule” published in the February 8, 2018 issue of the *Daily Journal*, and “Market Efficiency in the World of High-Frequency Trading” published in the December 26, 2017 issue of the *Daily Journal*.

Mr. Sams earned his Bachelor of Arts degree in Political Science from the University of California Los Angeles and his Juris Doctor degree from the University of California Los Angeles School of Law, where he served as a member of the *UCLA Law Review*. After law school, Mr. Sams practiced class action civil rights litigation on behalf of plaintiffs.

LEANNE HEINE SOLISH has extensive experience litigating complex securities cases in federal courts nationwide. Since joining the Firm in 2012, Ms. Solish has helped secure several large class action settlements for injured investors: *The City of Farmington Hills Employees Retirement System v. Wells Fargo Bank*, Case No. 10-4372--DWF/JJG (D. Minn.) (\$62.5 million settlement on behalf of participants in Wells Fargo’s securities lending program. The settlement was reached on the eve of trial and ranked among the largest recoveries achieved in a securities lending class action stemming from the 2008 financial crisis.); *Mild v. PPG Industries, Inc. et al.*, Case No. 2:18-cv-04231 (C.D. Cal.) (\$25 million settlement); *In re Penn West Petroleum Ltd. Securities Litigation*, Case No. 1:14-cv-06046-JGK (S.D.N.Y.) (\$19 million settlement for the U.S. shareholder class as part of a \$39 million global settlement); *In re ITT Educational Services, Inc. Securities Litigation (Indiana)*, Case No. 1:14-cv-01599-TWP-DML (\$12.5375 million settlement); *In re Doral Financial Corporation Securities Litigation*, Case No. 3:14-cv-01393-GAG (D.P.R.) (\$7 million settlement); *Larson v. Insys Therapeutics Incorporated, et al.*, Lead Case No. 14-cv-01043-PHX-GMS (D. Ariz.) (\$6.125 million settlement); *In re Unilife Corporation Securities Litigation*, Case No. 1:16-cv-03976-RA (\$4.4 million settlement).

Super Lawyers Magazine selected Ms. Solish as a “Rising Star” in the area of Securities Litigation from 2016 through 2019.

Ms. Solish graduated *summa cum laude* with a B.S.M. in Accounting and Finance from Tulane University, where she was a member of the Beta Alpha Psi honors accounting organization and was inducted into the Beta Gamma Sigma Business Honors Society. Ms. Solish subsequently earned her J.D. from the University of Texas School of Law.

Ms. Solish is admitted to the State Bar of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Northern, and Southern Districts of California. Ms. Solish is also a Registered Certified Public Accountant in Illinois.

GARTH A. SPENCER helps defrauded investors recover funds through securities litigation, and also represents whistleblowers and harmed consumers. Since joining the Firm in 2016, he has successfully prosecuted complex class action claims to obtain recoveries for the Firm’s clients, taking leading roles in matters including: *Li v. Spirit AeroSystems Holdings, Inc.* (S.D.N.Y. Case

No. 1:23-cv-3722) (\$29.2 million settlement); *In re Mullen Automotive, Inc. Securities Litigation*, Case No. 2:22-cv-03026 (C.D. Cal.) (\$7.25 million settlement); *In re Reconnaissance Energy Africa Ltd. Securities Litigation*, Case No. 1:21-cv-6176 (E.D.N.Y.) (CAD \$9.4 million settlement); and *In re XL Fleet Corp. Securities Litigation*, Case No. 1:21-cv-2002 (S.D.N.Y.) (\$19.5 million settlement).

Mr. Spencer received his J.D. from Duke University School of Law, an L.L.M. from New York University School of Law, and a B.A. from Grinnell College. Prior to joining the Firm, Mr. Spencer pursued IRS whistleblower matters as a sole practitioner and previously worked in the tax group of a large law firm.

Mr. Spencer is a member of the bar in New York, California, and North Carolina, and is admitted to practice before the United States District Courts for the Southern, Eastern, and Western Districts of New York, the Northern, Southern, and Central Districts of California, the Eastern, Middle, and Western Districts of North Carolina, the Southern District of Texas, the U.S. Tax Court, the U.S. Court of Federal Claims, and the Courts of Appeals for the First, Second and Ninth Circuits.

DAVID J. STONE has a broad background in complex commercial litigation, with particular focus on litigating corporate fiduciary claims, securities, and contract matters. Mr. Stone maintains a versatile practice in state and federal courts, representing clients in a wide-range of matters, including corporate derivative actions, securities class actions, litigating claims arising from master limited partnership “drop down” transactions, litigating consumer class actions (including data breach claims) litigating complex debt instruments, fraudulent conveyance actions, and appeals. Mr. Stone also has developed a specialized practice in litigation on behalf of post-bankruptcy confirmation trusts, including investigating and prosecuting D&O claims and general commercial litigation. In addition, Mr. Stone counsels clients on general business matters, including contract negotiation and corporate organization.

Mr. Stone graduated from Boston University School of Law in 1994 and was the Law Review Editor. He earned his B.A. at Tufts University in 1988, graduating *cum laude*. Following law school, Mr. Stone served as a clerk to the Honorable Joseph Tauro, then Chief Judge of the U.S. District Court for the District of Massachusetts. Prior to joining the Firm, Mr. Stone practiced at international law firms Cravath, Swaine & Moore LLP, Morrison & Foerster LLP, and Greenberg Traurig LLP.

Mr. Stone is a member of the bar in New York and California, and is admitted to practice before the United States District Courts for the Southern and Eastern Districts of New York, the Northern, Southern, and Central Districts of California, and the Court of Appeals for the Second and Third Circuits.

KARA M. WOLKE is Co-Chair of the Firm’s securities litigation practice group and serves as the Firm’s General Counsel. With over two decades of experience in financial class action litigation, Ms. Wolke has helped to recover hundreds of millions of dollars for injured investors and consumers.

Ms. Wolke served as lead counsel in *In re: Alibaba Group Ltd. Securities Litigation*, Case No. 20-cv-09568 (S.D.N.Y.), which alleged that Alibaba misled investors in its disclosures regarding the company’s anti-trust regulatory risks and compliance. After hard-fought litigation, Ms. Wolke

successfully negotiated a \$433.5 million settlement for the benefit of aggrieved investors. The settlement is one of the fifty largest securities class action settlements in the U.S. since the PSLRA was enacted nearly thirty years ago.

Other notable cases include: *Christine Asia Co. Ltd., et al. v. Jack Yun Ma, et al.*, Case No. 15-md-02631 (S.D.N.Y.) (\$250 million securities class action settlement); *Farmington Hills Employees' Retirement System v. Wells Fargo Bank*, Case No. 10-4372 (D. Minn.) (\$62.5 million settlement on behalf of participants in Wells Fargo's securities lending program. The settlement was reached on the eve of trial and ranked among the largest recoveries achieved in a securities lending class action stemming from the 2008 financial crisis.); *Shah v. Zimmer Biomet Holdings, Inc.*, Case No. 16-cv-00815 (N.D. Ind.) (\$50 million securities class action settlement); *Schleicher, et al. v. Wendt, et al.* (Conseco), Case No. 02-cv-1332 (S.D. Ind.) (\$41.5 million securities class action settlement); *Lapin v. Goldman Sachs*, Case No. 03-850 (S.D.N.Y.) (\$29 million securities class action settlement); *Davis v. Yelp, Inc.*, Case No. 18-cv-0400 (N.D. Cal) (\$22.5 million securities class action settlement).

Ms. Wolke has been named a Super Lawyers "Rising Star," and her work on behalf of investors has earned her recognition as a LawDragon Leading Plaintiff Financial Lawyer during each year from 2019 through 2025.

With a background in intellectual property, Ms. Wolke was a part of the team of lawyers who successfully challenged the claim of copyright ownership to the song "*Happy Birthday to You*" on behalf of artists and filmmakers who had been forced to pay hefty licensing fees to publicly sing the world's most famous song. In the resolution of that action, the defendant music publishing company funded a settlement of \$14 million and, significantly, agreed to relinquish the song to the public domain. Previously, Ms. Wolke penned an article regarding the failure of U.S. Copyright Law to provide an important public performance right in sound recordings, 7 Vand. J. Ent. L. & Prac. 411, which was nationally recognized and received an award by the American Bar Association and the Grammy® Foundation.

Committed to the provision of legal services to vulnerable or disenfranchised individuals and groups, Ms. Wolke also oversees the Firm's *pro bono practice*. She has served as a volunteer attorney for KIND (Kids In Need of Defense), representing unaccompanied immigrant and refugee children in custody and deportation proceedings, and helping them to secure legal permanent residency status in the U.S.

Ms. Wolke graduated *summa cum laude* with a Bachelor of Science in Economics from The Ohio State University in 2001. She subsequently earned her J.D. *with honors* from Ohio State, where she received the Dean's Award for Excellence during each of her three years.

MELISSA WRIGHT is a partner in the firm's Los Angeles office, where she prosecutes complex securities fraud and consumer class actions on behalf of defrauded investors and consumers.

In 2026, Melissa received the California Lawyer of the Year (CLAY) Award from the *Daily Journal*, California's leading legal publication, recognizing her work as sole lead counsel — alongside partner Kara Wolke — in *In re: Alibaba Group Ltd. Securities Litigation*, No. 20-cv-09568 (S.D.N.Y.). There, she helped secure a historic \$433.5 million settlement resolving investors' claims that Alibaba (NYSE: BABA) violated the Securities Exchange Act of 1934 by allegedly misrepresenting its regulatory compliance and use of monopolistic business practices.

That recovery is the largest securities class action settlement ever attained against a Chinese issuer and ranks among the fifty largest U.S. securities class action settlements of all time, as tracked by Institutional Shareholder Services (ISS).

Melissa was also one of the primary attorneys representing consumers in *McNamara v. Wells Fargo & Co.*, No. 3:21-cv-01245 (S.D. Cal.), which resulted in a \$33 million settlement. The litigation resolved allegations that Wells Fargo provided banking and payment-processing services that facilitated deceptive "free trial" and recurring-billing programs, enrolling consumers in unauthorized monthly charges. The case reflects Melissa's commitment to holding even the largest financial institutions accountable on behalf of ordinary consumers.

Earlier in her career, Melissa played an integral role on the firm's litigation team in *Christine Asia Ltd. v. Jack Yun Ma, et al.* (the first Alibaba matter), which resulted in a \$250 million settlement, where she led discovery strategy and management for the firm. She has also contributed to other significant recoveries, including *In re Yahoo! Inc. Securities Litigation* (\$80 million); *In re Sesen Bio, Inc. Securities Litigation* (\$21 million); *In re Flowers Foods, Inc. Securities Litigation* (\$21 million); *In re Romeo Power Inc. Securities Litigation* (\$14.9 million); and *In re Tenaris S.A. Securities Litigation* (\$9.5 million).

A skilled litigator across all phases of complex litigation, Melissa is known in particular for her command of the discovery process — from cross-border document review and deposition strategy to negotiating protocols governing confidentiality and electronically stored information — work that has been central to driving cases like these to landmark results.

In addition to her advocacy on behalf of aggrieved investors and consumers, Melissa maintains an active pro bono practice as a volunteer attorney with Kids In Need of Defense, where she works to safeguard the rights and well-being of immigrant and refugee children.

Melissa graduated with a B.A. in Psychology from Boston University and received her J.D. from U.C. Davis School of Law, where she served as a board member of the Tax Law Society and externed for the California Board of Equalization's Tax Appeals Assistance Program. She also earned her LL.M. in Taxation from NYU School of Law.

OF COUNSEL

PHILIP BABLER represents shareholders and whistleblowers in matters involving breach of fiduciary duty, fraud, and public company shareholder derivative litigation.

Before joining the Firm, Mr. Babler practiced at an AmLaw 50 firm where he represented directors and officers in cases involving, among other things, breach of fiduciary duty claims, governance issues, M&A litigation, federal securities claims, and insider trading investigations. Mr. Babler brings insights from this experience representing directors and officers to his shareholder practice. Mr. Babler has been repeatedly recognized by *The Best Lawyers in America: Ones to Watch®*.

In addition to his public company work, Mr. Babler has significant experience representing shareholders in privately held companies who are being squeezed out of family businesses. Mr.

Babler also has substantial appellate experience, having briefed and argued appeals in state and federal appellate courts around the country.

After law school, Mr. Babler clerked for Justice David T. Prosser, Jr. on the Wisconsin Supreme Court. Mr. Babler graduated from Marquette University Law School and is admitted to practice in Wisconsin, the United States Court of Appeals for the Federal Circuit, the Seventh Circuit, and the Eighth Circuit, and the United States District Court for the Eastern District of Wisconsin.

PETER A. BINKOW has prosecuted lawsuits on behalf of consumers and investors in state and federal courts throughout the United States. He served as Lead or Co-Lead Counsel in many class action cases, including: *In re Mercury Interactive Securities Litigation* (\$117.5 million recovery); *The City of Farmington Hills Retirement System v Wells Fargo* (\$62.5 million recovery); *Schleicher v Wendt* (Conseco Securities litigation - \$41.5 million recovery); *Lapin v Goldman Sachs* (\$29 million recovery); *In re Heritage Bond Litigation* (\$28 million recovery); *In re National Techteam Securities Litigation* (\$11 million recovery for investors); *In re Lason Inc. Securities Litigation* (\$12.68 million recovery), *In re ESC Medical Systems, Ltd. Securities Litigation* (\$17 million recovery); and many others. In *Schleicher v Wendt*, Mr. Binkow successfully argued the seminal Seventh Circuit case on class certification, in an opinion authored by Chief Judge Frank Easterbrook. He has argued and/or prepared appeals before the Ninth Circuit, Seventh Circuit, Sixth Circuit and Second Circuit Courts of Appeals.

Mr. Binkow joined the Firm in 1994. Mr. Binkow obtained a Bachelor of Arts degree from the University of Michigan in 1988 and a Juris Doctor degree from the University of Southern California in 1994.

MARK S. GREENSTONE specializes in consumer, financial fraud and employment-related class actions. Possessing significant law and motion and trial experience, Mr. Greenstone has represented clients in multi-million dollar disputes in California state and federal courts, as well as the Court of Federal Claims in Washington, D.C.

Mr. Greenstone received his training as an associate at Sheppard, Mullin, Richter & Hampton LLP where he specialized in complex business litigation relating to investment management, government contracts and real estate. Upon leaving Sheppard Mullin, Mr. Greenstone founded an internet-based company offering retail items on multiple platforms nationwide. He thereafter returned to law bringing a combination of business and legal skills to his practice.

Mr. Greenstone graduated Order of the Coif from the UCLA School of Law. He also received his undergraduate degree in Political Science from UCLA, where he graduated Magna Cum Laude and was inducted into the Phi Beta Kappa honor society.

Mr. Greenstone is a member of the Consumer Attorneys Association of Los Angeles, the Santa Monica Bar Association and the Beverly Hills Bar Association. He is admitted to practice in state and federal courts throughout California.

ROBERT I. HARWOOD, as Of Counsel, has prosecuted numerous securities, class, derivative, and ERISA actions. He is a member of the Trial Lawyers' Section of the New York State Bar Association and has served as a guest lecturer at trial advocacy programs sponsored by the Practicing Law Institute. He is also a Member of the Board of Directors of the MFY Legal Services Inc., which provides free legal representation in civil matters to the poor and the mentally ill in

New York City. Since 1999, Mr. Harwood has also served as an Associate Justice for the Village of Dobbs Ferry, New York.

Mr. Harwood served as lead counsel in *Morse v. McWhorter* (Columbia/HCA Healthcare Securities Litigation), (M.D. Tenn.), in which a settlement fund of \$49.5 million was created for the benefit of the Class, as well as *In re Bank One Securities Litigation*, (N.D. Ill.), which resulted in the creation of a \$45 million settlement fund. Mr. Harwood also served as co-lead counsel in *In re Safety-Kleen Corp. Stockholders Litigation*, (D.S.C.), which resulted in a settlement fund of \$44.5 million; *In re JWP Inc. Securities Litigation*, (S.D.N.Y.), which resulted in a \$37 million settlement fund; and *In re UNUMProvident Corp. Securities Litigation*, (D. Me.), which resulted in the creation of settlement fund of \$45 million. Mr. Harwood was also one of the lead attorneys in litigating claims in *In re FedEx Ground Package Inc. Employment Practices Litigation*, No. 3:05-MD-527 (MDL 1700), a multi-district litigation concerning employment classification of pickup and delivery drivers resulting in a \$242,000,000 settlement.

Mr. Harwood graduated from William and Mary Law School in 1971, and has specialized in securities law and securities litigation since beginning his career in 1972 at the Enforcement Division of the New York Stock Exchange.

TAKEO A. KELLAR is Of Counsel in the Firm's San Diego office. Mr. Kellar has significant experience in securities fraud class actions, opt-out direct actions and shareholder derivative actions on behalf of institutional and individual investors, as well as consumer class actions and other complex litigation. Mr. Kellar has been an integral member of litigation teams who successfully prosecuted numerous securities actions that have recovered hundreds of millions of dollars for investors. His experience and strong skills in all aspects of complex and class action litigation in state, federal and appellate courts provide a valuable resource in developing and implementing redress strategies and litigating favorable resolutions for the firm's clients and class members.

Mr. Kellar is a graduate of the University of San Diego School of Law (J.D.) and the University of California, Riverside (B.A.). Mr. Kellar is admitted to practice in the State of California and before the United States District Courts for the Central, Northern and Southern Districts of California, and the Courts of Appeal for the Third and Ninth Circuits.

JOHN C. ROBERTS is Of Counsel at the Firm, where his practice focuses on representing plaintiffs in federal securities class actions, shareholder derivative litigation, and consumer class actions.

Mr. Roberts has extensive experience representing plaintiffs and defendants in all aspects of class action litigation, and he has done so in state and federal courts across the country. Mr. Roberts has an established track record of success in federal securities class actions and shareholder derivative actions. He has an extensive experience managing class action litigation, a long history of dispositive briefing in high-stakes matters, and a deep knowledge of state and federal appellate litigation.

Prior to joining the Firm, Mr. Roberts spent more than a decade at the Seattle office of a Silicon Valley-based defense firm, where he litigated dozens of federal securities class actions and shareholder derivative suits on behalf of large publicly-traded companies, including Costco and Starbucks. John also maintained a robust pro bono practice at the firm and has extensive experience with state and federal civil rights litigation.

Mr. Roberts graduated from DePaul University College of Law in Chicago, Illinois. After law school, he clerked for the Honorable Judge Richard D. Cudahy of the U.S. Court of Appeals for the Seventh Circuit. He began his legal career at a Chicago-based litigation firm doing complex commercial and appellate litigation.

SENIOR COUNSEL

CHRISTOPHER M. THOMS is Senior Discovery Counsel and his practice includes large-scale electronic discovery encompassing all stages of litigation, securities and antitrust litigation. Mr. Thoms manages attorneys in fact-finding for depositions, expert discovery, and trial preparation.

Prior to joining the Firm, Mr. Thoms worked as a staff attorney at O'Melveny & Meyers LLP where he managed eDiscovery issues in complex class actions and multi-district litigations. Mr. Thoms also worked as a contract attorney for various law firms in Los Angeles.

Mr. Thoms graduated with a Bachelor of Arts and a Masters of Arts from University of Miami and received his J.D. from Southwestern University School of Law. Mr. Thoms is a member of the state bar of California and admitted to practice before the United States District Courts for the Central District of California.

ASSOCIATES

KENNETH CHANG is an Associate in the Firm's Los Angeles office. His practice includes antitrust, consumer, and securities litigation.

Prior to law school, Mr. Chang worked as a software engineer at a major technology company. He is a native speaker of English and Spanish and speaks conversational Cantonese.

Mr. Chang received his Bachelor of Science in Mathematics and Master of Science in Electrical Engineering from Stanford University. He earned his Juris Doctor from Stanford Law School, where he served as an Executive Editor of the *Stanford Law Review* and received the John Hart Ely Prize for his research paper in law and economics.

REBECCA DAWSON specializes in complex civil litigation, class action securities litigation, and antitrust litigation.

Ms. Dawson previously worked at a highly respected plaintiff-side class action firm specializing in mass torts and antitrust litigation where she managed a wide variety of complex state and federal matters including false advertising, environmental torts and product liability claims.

During law school, Ms. Dawson was a clerking intern for the Chief Justice of the Court of International Trade. After law school, she clerked at the New York Supreme Court where she handled hundreds of complex commercial and civil litigation decisions. Ms. Dawson also participated in the Securities and Exchange Commission Honors program in the Office of the Investors Advocate. Prior to law school, she worked for the Brooklyn Bar Association. Ms. Dawson also has a background in financial data analysis.

Ms. Dawson earned her J.D. from City University of New York School of Law, where she was a Moot Court Competition Problem Author. She earned her B.A. from Bard College at Simon's Rock, where she majored in Political Science with a minor in Economics.

CHRIS DEL VALLE is an experienced attorney who has been a valuable member of the Firm since 2017. Mr. Del Valle has worked on a range of complex securities fraud cases, including *In re Akorn, Inc. Securities Litigation*, Case No. 15-CV-01944, (N.D. Ill.); *In re Yahoo! Inc. Securities Litigation*, Case No. 17-CV-00373-LHK (N.D. Cal.); *In re Endurance International Group Holdings*, Case No. 1:15-cv-11775-GAO; *In re LSB Industries, Inc. Securities Litigation*, Case No. 1:15-cv-07614-RA-GWG (S.D.N.Y.); *Christine Asia Ltd. v. Jack Yun Ma, et al.* (Alibaba Group Holding Ltd.), Case No. 1:15-md-02631 (S.D.N.Y.); *In re Community Health Systems Inc*, Case No. 3:19-cv-00461 (M.D. Tenn).

One of Mr. Del Valle's notable appellate successes was *Hartpence v. Kinetic Concepts, Inc.*, No. 19-55823 (9th Cir. 2022), alleging violations of the False Claims Act (FCA). Mr. Del Valle was part of the legal team that successfully represented a whistleblower in obtaining 9th Circuit reversal of the lower court's order granting summary judgment.

With highly technical expertise in e-discovery, Mr. Del Valle specializes in all facets of the Firm's e-discovery needs, including crafting advanced search algorithms, predictive coding, and technology-assisted review. Mr. Del Valle also has a wealth of experience in deposition preparation, expert discovery, and preparing for summary judgment and trial.

Mr. Del Valle received a Bachelor of Arts degree from S.U.N.Y. Buffalo, majoring in English Literature/Journalism, and a Juris Doctor from California Western School of Law in San Diego.

FERNANDA GALBES has extensive experience in the discovery process of complex securities and antitrust class-action litigations including from pre-litigation investigations through depositions and expert discovery phases involving antitrust violations, securities fraud, and intellectual property disputes.

Ms. Galbes earned her Master of Laws (LL.M.) from Arizona State University in 2014 and a Bachelor of Laws (LL.B.) from Universidade Paulista. Fluent in Portuguese and proficient in Spanish, she brings valuable insight to cases requiring precise analysis of foreign legal documents and a nuanced understanding of cultural and linguistic complexities.

LISA HOLMAN is an experienced attorney specializing in complex securities, commercial and antitrust class action litigation, with particular expertise in the discovery phase of litigation. She played an integral role on the firm's discovery teams in several notable matters including *In re Alibaba Group Holding Limited Securities Litigation*, and *Camelot Event Driven Fund v. Morgan Stanley & Co. LLC, et al.*

Ms. Holman is a member of the Firm's E-Discovery Group, advancing the Firm's goal to guide and shape technological & digital advancements, best practices, and strategy in e-discovery.

Ms. Holman graduated from Cornell University with a Bachelor of Arts degree and received her Juris Doctor degree from The University of Michigan Law School. She is admitted to the State Bar of New York.

THOMAS J. KENNEDY works out of the New York office, where he focuses on securities, antitrust, mass torts, and consumer litigation. He received a Juris Doctor degree from St. John's University School of Law in 1995. At St. John's, he was a member of the ST. JOHN'S JOURNAL OF LEGAL COMMENTARY. Mr. Kennedy graduated from Miami University in 1992 with a

Bachelor of Science degree in Accounting and has passed the CPA exam. Mr. Kennedy was previously associated with the law firm Murray Frank LLP.

HOLLY K. NYE is an associate in the Firm's Los Angeles office. Her practice concentrates on data privacy and consumer fraud class action litigation.

Ms. Nye also has a background in transactional legal work, having previously worked extensively with both financial institutions and borrowers, and real estate investors and developers in connection with commercial financing and complex real estate transactions. Her experience expands to a variety of business transactions including the initial formation and development of businesses, mergers and acquisitions, and succession planning.

While in law school, Ms. Nye practiced under West Virginia Rule 10 Certification through the university's Entrepreneurship and Innovation Law Clinic where she represented clients on a variety of intellectual property matters as well as start-up clients with business formation, funding, and growth and development.

Ms. Nye earned her B.S.B.A. from West Virginia University in 2018 where she majored in Marketing. She earned both her M.B.A. from West Virginia University John Chambers College of Business and Economics and her J.D. from West Virginia University College of Law in 2022, where she was selected for the Order of Barristers for having demonstrated exceptional skill in trial advocacy, oral advocacy, and brief writing throughout her law school career. Ms. Nye is admitted to practice in California and Ohio.

AMIR A. SOLEIMANPOUR is an Associate in the Firm's Los Angeles office. He received his Juris Doctor from the Washington & Lee School of Law in 2024. Mr. Soleimanpour's practice includes data privacy, securities fraud, and consumer protection litigation.

Mr. Soleimanpour graduated from Tufts University in 2019 with a Bachelor of Arts in International Relations. At the Washington & Lee School of Law, Mr. Soleimanpour was President of the Lewis F. Powell, Jr. Distinguished Lecture Series, where he hosted Judge J. Michael Luttig for the Series' 2024 Lecture. Mr. Soleimanpour was also a finalist in the 2022 Robert J. Grey, Jr. Negotiations Competition and was awarded the law faculty's 2024 Frederic L. Kirgis, Jr. International Law Award, for excellence in international law.

Exhibit 10

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

NICHOLAS MILLER, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

EAGLE PHARMACEUTICALS, INC.,
SCOTT TARRIFF, and BRIAN CAHILL,

Defendants.

Case No. 2:23-CV-23011-MAH

**DECLARATION OF JACK I. ZWICK, ESQ. IN SUPPORT OF LEAD COUNSEL'S
MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF
LITIGATION EXPENSES**

I, Jack I. Zwick, declare as follows:

1. I am one of Plaintiffs' Counsel in the above-captioned action (the "Action").¹ I submit this declaration in support of Lead Counsel's application for an award of attorneys' fees in connection with services rendered in the Action, as well as for reimbursement of litigation expenses incurred in connection with the Action. I have personal knowledge of the facts set forth herein based on my participation in the prosecution and settlement of the claims asserted in the Action and, if called upon, could and would testify thereto.

2. As one of the counsel for Plaintiffs in this Action, I, among other things: (a) conducted factual and legal research and investigation for Plaintiffs' amended complaint; (b) reviewed and revised Plaintiffs' amended complaint and opposition to Defendants' motion to dismiss; (c) worked with Lead Council and Lead Plaintiff throughout the litigation and settlement; (d) participated in the mediation process leading to the Settlement; (e) participated in plaintiffs' document review program; and (f) reviewed and revised Plaintiffs' motion for approval of the Settlement.

3. The schedule attached hereto as Exhibit A is a detailed summary indicating the amount of time spent from inception of the Action through and including July 3, 2026, and the lodestar calculation based on my firm's current billing rates. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by my firm.

4. I conducted the day-to-day activities in the Action, and I reviewed these daily time records in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the records as well as the necessity for, and reasonableness of, the

¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the Stipulation and Agreement of Settlement dated March 13, 2026. ECF No. 62-3.

time committed to the litigation. As a result of this review, I made adjustments to certain time entries such that the time included in Exhibit A reflect that exercise of billing judgment. Based on this review and the adjustments made, I believe that the time reflected in Exhibit A was reasonable and necessary for the effective and efficient prosecution and resolution of the Action. No time expended on the application for fees and reimbursement of expenses has been included.

5. The hourly rates in Exhibit A are consistent with the rates approved by courts in other securities or shareholder litigation when conducting a lodestar cross-check.

6. The total number of hours reflected in Exhibit A is 271.5 hours. The total lodestar reflected in Exhibit A is \$285,075.00.

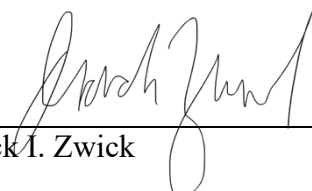
7. My firm's lodestar figures are based upon the firm's billing rates, which rates do not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in my firm's billing rates.

8. As detailed in Exhibit B, my firm is seeking reimbursement of a total of \$840.00 in expenses incurred in connection with the prosecution of this Action.

9. The litigation expenses incurred in the Action are reflected in the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred. The expenses reflected in Exhibit B are the expenses actually incurred by my firm.

10. Attached hereto as Exhibit C is a brief biography of my firm.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 9, 2026, in Kings County, New York.



Jack I. Zwick

EXHIBIT A

Miller v. Eagle Pharmaceuticals, Inc., et al.,
Case No. 2:23-CV-23011-MAH

Jack I. Zwick, Esq.

LODESTAR REPORT
FROM INCEPTION THROUGH JULY 3, 2026

TIMEKEEPER/CASE	STATUS	HOURS	RATE	LODESTAR
ATTORNEYS:				
Jack I. Zwick	Partner	271.5	\$1,050.00	\$285,075.00
TOTAL LODESTAR				\$285,075.00

EXHIBIT B

Miller v. Eagle Pharmaceuticals, Inc., et al.,
Case No. 2:23-CV-23011-MAH

Jack I. Zwick, Esq.

EXPENSE REPORT

FROM INCEPTION THROUGH JULY 3, 2026

ITEM	AMOUNT
COURIER & SPECIAL POSTAGE	
COURT FILING FEES	
EXPERTS ACCOUNTING	
EXPERTS	
EXPERTS DAMAGES	
INVESTIGATIONS	
LITIGATION FUND CONTRIBUTIONS	
MEDIATORS	\$797.50
ONLINE RESEARCH	
PHOTOCOPYING/IMAGING	
PRESS RELEASES	
AIRFARE	
AUTOMOTIVE TRANSPORTATION	\$42.50
HOTELS	
TRAVEL MEALS	
GRAND TOTAL	\$840.00

EXHIBIT C

Jack I. Zwick, Esq. FIRM RESUME

Mr. Zwick, a graduate of the Benjamin N. Cardozo School of Law, has been representing plaintiffs in securities, consumer, and antitrust class action and shareholder derivative litigation for over thirty years. In 2011, after approximately 17 years of practice with a boutique litigation firm, Mr. Zwick established his own firm. Mr. Zwick is experienced in all aspects of complex class litigation, including the initiation and development of cases, discovery, motion practice, and the negotiation and structuring of settlements.

Since forming his practice, Mr. Zwick has continued his concentration in complex litigation, as well as expanded his focus to include the representation of individuals and entities in a general counsel capacity and as a niche, special situations advisor on both transactional and litigation matters.

Recognized for his strong investigative and case-development abilities, Mr. Zwick has personally played a key role in achieving positive results in many complex and class action cases, including, among many others:

- *Bash v. Diagnostek*, No. 1:94-cv-784 (D.N.M.) (\$11.7 million recovery in which Judge Black said the case provided “a model for how commercial litigation should be conducted and can be resolved.”);
- *Ellison v. American Image Motor*, No. 1:97-cv-3608 (S.D.N.Y.) (recovery from insolvent defendants in which Judge Chin commented when approving the settlement and fee application that “[i]t has been many years. The case was hard fought, very capable counsel on both sides, and I saw counsel many times. . . It was a hard fought case. . . It was a difficult case. . . It’s probably not said very often, but in this case I think plaintiffs’ counsel are being underpaid. . . Counsel did a great job. . .”);
- *Friedman v. Maspeth Federal Savings & Loan Association*, No. 1:13-cv-06295 (E.D.N.Y.) (obtained a positive decision on an issue of first impression under RESPA and a settlement making available to class members a recovery of 100 cents on the dollar, in addition to requiring corporate therapeutics to prevent recurrence of the problem that was the subject of the litigation);
- *Walsingham v. Biocontrol Technology, Inc.*, No. 2:96-cv-809 (W.D. Pa.) (\$3.7 million recovery);

- *In re FirstEnergy Shareholder Derivative Litigation*, No. 5:03-cv-1826 (N.D. Ohio) (recovery of \$25 million was obtained for the company and significant corporate governance measures were adopted);
- *In re CHS Electronics, Inc. Securities Litigation*, No. 9:99-cv-8186 (S.D. Fl.) (development of key scienter allegations by Mr. Zwick leading to settlement of \$11.75 million plus shares of company stock);
- *In re Bank of New York Derivative Litigation*, No. 106275/2000 (Sup. Ct. NY) (recovery of \$26.5 million was obtained for the company and significant corporate governance measures were adopted);
- *DeMarco v. Robertson Stephens, Inc.*, No. 1:03-cv-590 (S.D.N.Y.) (analyst case resulting in \$3.1 million recovery);
- *In re Salomon Analyst Level 3 Litigation*, No. 1:02-cv-6919 (S.D.N.Y.) (analyst case resulting in \$10.25 million recovery);
- *In re Merrill Lynch Analyst Reports Securities Litigation*, No. 1:02-md-1484 (S.D.N.Y.) (point person for firm representing three tracts in cases against analyst Henry Blodget and Merrill Lynch resulting in all tracts achieving a global settlement of \$125 million);
- *In re Lernout & Hauspie Speech Products, N.V. Securities Litigation*, No. 1:99-cv-10237 (D. Mass.) (\$3.95 million recovery for the class); and
- *In re Qudian Inc. Sec. Litig.*, No. 17-CV-9741 (S.D.N.Y.) (\$8.5 million settlement for the class; one of the top 10 recoveries against a Chinese issuer at the time).

Exhibit 11

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

NICHOLAS MILLER, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

EAGLE PHARMACEUTICALS, INC.,
SCOTT TARRIFF, and BRIAN CAHILL,

Defendants.

Case No. 2:23-CV-23011-MAH

**DECLARATION OF JAMES E. CECCHI, ESQ. IN SUPPORT OF LEAD COUNSEL'S
MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION EXPENSES FILED ON BEHALF OF
CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C.**

I, JAMES E. CECCHI, declare as follows:

1. I am a partner at Carella, Byrne, Cecchi, Brody & Agnello, P.C. (“Carella Byrne”), the Court-appointed liaison counsel in the above-captioned action (the “Action”).¹ See ECF Nos. 20-21. I submit this declaration in support of Lead Counsel’s application for an award of attorneys’ fees in connection with services rendered in the Action, as well as for reimbursement of litigation expenses incurred in connection with the Action. I have personal knowledge of the facts set forth herein based on my active supervision of, and participation in, the prosecution and settlement of the claims asserted in the Action and, if called upon, could and would testify thereto.

2. As Liaison Counsel for Plaintiffs, Carella Byrne, among other things: (a) reviewed and filed the initial complaint; (b) reviewed and filed the amended complaint; (c) reviewed, analyzed and edited briefing related to the lead plaintiff appointment motion and the motion to dismiss; and (d) reviewed, analyzed and edited briefing related to, and attended the hearing on, the motion for preliminary approval of the proposed settlement.

3. The schedule attached hereto as Exhibit A is a detailed summary indicating the time spent by attorneys and professional support staff employees of my firm who, from inception of the Action through and including July 3, 2026 and the lodestar calculation for those individuals based on my firm’s current billing rates. For personnel my firm no longer employs, the lodestar calculation is based upon the billing rates for such personnel in their final year of employment with my firm. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by my firm.

¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the Stipulation and Agreement of Settlement dated March 13, 2026. ECF No. 62-3.

4. I am the partner who oversaw or conducted the day-to-day activities in the Action and I reviewed these daily time records in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the records and the necessity for, and reasonableness of, the time committed to the litigation. Based on this review, I believe that the time of Carella Byrne attorneys and staff reflected in Exhibit A was reasonable and necessary for the effective and efficient prosecution and resolution of the Action. No time expended on the application for fees and reimbursement of expenses has been included.

5. The hourly rates for the attorneys and professional support staff in my firm included in Exhibit A are consistent with the rates approved by courts in other securities or shareholder litigation when conducting a lodestar cross-check.

6. The total number of hours reflected in Exhibit A is 38.60 hours. The total lodestar reflected in Exhibit A is \$30,457.50, consisting of \$28,522.50 for attorneys' time and \$1,935.00 for professional support staff time.

7. My firm's lodestar figures are based upon the firm's billing rates, which rates do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in my firm's billing rates.

8. As detailed in Exhibit B, my firm is seeking reimbursement of a total of \$1,087.04 in expenses incurred in connection with the prosecution of this Action.

9. The litigation expenses incurred in the Action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred. The expenses reflected in Exhibit B are the expenses actually incurred by my firm.

10. Attached hereto as Exhibit C is a brief biography of Carella Byrne, including the attorneys who were involved in the Action.

I declare, under penalty of perjury pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct. Executed on July 15, 2026, in Roseland, New Jersey.

/s/James E. Cecchi
JAMES E. CECCHI

EXHIBIT A***Miller v. Eagle Pharmaceuticals, Inc., et al.,*
Case No. 2:23-CV-23011-MAH****Carella, Byrne, Cecchi, Brody & Agnello, P.C.****LODESTAR REPORT
FROM INCEPTION THROUGH JULY 3, 2026**

TIMEKEEPER/CASE	STATUS	HOURS	RATE	LODESTAR
ATTORNEYS:				
Cecchi, James	Partner	.60	\$1,400.00	\$840.00
Ecklund, Donald	Partner	9.10	\$1,000.00	\$9,100.00
Cooper, Kevin	Partner	19.70	\$925.00	\$18,222.50
Steele, Jordan	Associate	.60	\$600.00	\$360.00
TOTAL ATTORNEY		30.00		\$28,522.50
PROFESSIONAL STAFF:				
Falduto, Jeff	Senior Paralegal	2.60	\$225.00	
Houser, Nancy	Senior Paralegal	6.00	\$225.00	
TOTAL PROFESSIONAL STAFF		8.60		\$1,935.00
TOTAL LODESTAR		38.60		\$30,457.50

EXHIBIT B

Miller v. Eagle Pharmaceuticals, Inc., et al.,
Case No. 2:23-CV-23011-MAH

Carella, Byrne, Cecchi, Brody & Agnello, P.C.

EXPENSE REPORT

FROM INCEPTION THROUGH JULY 3, 2026

ITEM	AMOUNT
COURIER & SPECIAL POSTAGE	\$45.44
COURT FILING FEES	\$1,000.00
ONLINE RESEARCH	\$41.60
GRAND TOTAL	\$1,087.04

EXHIBIT C

Carella, Byrne, Cecchi, Brody & Agnello, P.C.

FIRM RESUME



CLASS ACTION RESUME

Formed in 1976, Carella Byrne is one of the leading law firms in the New Jersey – New York metropolitan area, serving a diverse clientele ranging from small businesses to Fortune 500 corporations. Carella Byrne’s class action practice - founded and led by James E. Cecchi - is the preeminent consumer class action firm in the State of New Jersey and across the United States. Mr. Cecchi has held leadership positions in many of the nation’s most complex and important consumer class actions effecting consumer rights in the last ten years. The most recent examples, to name a few are: (1) *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*; (2) *In re Takata Airbag Product Defect Litigation*; (3) *In re National Prescription Opiate Litigation*; (4); *In re American Medical Collection Agency, Inc., Customer Data Security Breach Litigation*; (5) *In re Mercedes-Benz Emissions Litigation*; (6) *In re Liquid Aluminum Sulfate Antitrust Litigation*; (7) *In re Volkswagen Timing Chain Product Liability Litigation*; (8) *In re Insulin Pricing Litigation*.

REPRESENTATIVE MATTERS

- *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.) (Hon. Charles R. Breyer) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$15,000,000,000 for consumer fraud and warranty claims arising from the use of a defeat device to evade U.S. emissions regulations.)
- *In re: Takata Airbag Products Liability Litigation*, MDL No. 2599 (S.D. Fla.) (Hon. Frederico A. Moreno) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$1,500,000,000 for consumer fraud and warranty claims arising from use of defective and dangerous airbags; the case is ongoing as it pertains to second-wave defendants, including Mercedes Benz USA.)
- *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, MDL No. 2904 (D.N.J.) (Hon. Madeline Cox Arleo) (James Cecchi appointed sole Lead Counsel in national Multi-District data breach litigation.)
- *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (Hon. Dan A. Polster) (James Cecchi appointed to Plaintiffs’ Executive Committee relating to marketing of opioid drugs. Recent settlements include a proposed \$26 billion settlement with the nation’s largest drug distributors and Johnson & Johnson. Recent trial team victories include Track 3 bellwether of \$650.6 million.)
- *In re: Mercedes-Benz Emissions Litigation*, Civil Action No. 16-cv-881 (D.N.J.) (Hon. Kevin McNulty) (James Cecchi appointed as Interim Co-Lead Counsel for Plaintiffs and the Proposed Class in a case arising out of the alleged use of a defeat device to evade U.S. emissions regulations; settlement with value in excess of \$700,000,000 granted final approval.)

- *In Re: Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation*, MDL No. 1938 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Schering-Plough/Enhance Securities Litigation*, Civil Action No.: 08-cv-397 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Merck & Co., Inc. Vytorin/Zetia Securities Litigation*, Civil Action No.: 08-cv-2177 (D.N.J.) (Hon. Dennis M. Cavanaugh) (consumer and securities fraud claims arising from marketing and sale of anti-cholesterol drugs Vytorin and Zetia) (Co-Lead Counsel in Consumer Cases which settled for \$41,500,000 and Liaison Counsel in Securities Cases which collectively settled for \$688,000,000.)
- *In re: Liquid Aluminum Sulfate Antitrust Litigation*, MDL No. 2687 (D.N.J.) (Hon. Jose L. Linares) (James Cecchi appointed as Lead Counsel and secured a settlement of greater than \$100,000,000.)
- *In Re Effexor XR Antitrust Litigation*, Civil Action No. 11-cv-5661 (D.N.J.) (Hon. Joel A. Pisano) (claims on behalf of indirect purchasers of brand-name drug alleging that manufacturer obtained patent by fraud and enforced patent by sham litigation to maintain illegal monopoly of brand-name drug. James Cecchi appointed as Chair of Plaintiffs' Indirect Purchaser Executive Committee.)
- *Davis Landscape v. Hertz Equipment Rental*, Civil Action No. 06-cv-3830 (D.N.J.) (Hon. Dennis M. Cavanaugh) (Co-Lead Counsel in settlement valued at over \$50,000,000 on behalf of contested nationwide class asserting claims that HERTZ' loss/damage waiver charges violated the New Jersey Consumer Fraud Act because it provides no benefit to customers.)
- *In Re: Merck & Co., Inc., Securities, Derivative & "ERISA" Litigation*, MDL No. 1658 (D.N.J.) (Hon. Stanley R. Chesler) (securities fraud claims arising from Merck's failure to disclose problems with commercial viability of anti-pain drug Vioxx which settled for more than \$1,000,000,000.)
- *In re: Mercedes-Benz Tele-Aid Contract Litigation*, MDL No. 1914 (Hon. Dickson R. Debevoise) (Co-Lead Counsel in \$40,000,000 settlement of consumer fraud claims arising from Mercedes' failure to notify Tele-Aid customers of mandated change from analog to digital system, and charging customers to replace system Mercedes knew would be obsolete.)

Exhibit 12

Survey of Law Firm Billing Rates - Plaintiffs' and Defense Firms

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Bernstein Litowitz Berger & Grossman LLP	Allegheny County Employees Retirement System v. Energy Transfer LP et al., No. 2:20-cv-00200-GAM	(E.D. Pa.) (Sep. 2025) (ECF No. 280)	Senior Counsel: \$825 - \$1,000 Associate: \$425 - \$800 Staff Attorney: \$410 - \$495 Financial Analyst: \$400 - \$700 Case Manager & Paralegal: \$325 - \$450	\$1,150 - \$1,700
	In re Silvergate Capital Corp. Sec. Litig., No. 3:22-cv-01936-JES-MSB	(S.D. Cal.) (Jul. 2025) (ECF No. 145-10)	Senior Counsel: \$1,000 Associate: \$425 - \$500 Financial Analyst: \$450 - \$700 Investigator: \$375 - \$650 Case Manager & Paralegal: \$350 - \$450	\$1,300 - \$1,700
	In re Qualcomm Incorporated Sec. Litig., No. 3:17-cv-00121-JO-MSB	(S.D. Cal.) (Aug. 2024) (ECF No. 441-5)	Senior Counsel: \$800 - \$875 Associate: \$425 - \$875 Senior Staff Attorney: \$425 - \$450 Staff Attorney: \$340 - \$425 Financial Analyst: \$335 - \$500 Case Manager & Paralegal: \$255 - \$425	\$800 - \$1,400
	In re James River Grp. Holdings, Ltd. Sec. Litig., No. 3:21-cv-00444-DJN	(E.D. Va.) (Apr. 2024) (ECF No. 126-7)	Senior Counsel: \$875 Associate: \$475 - \$700 Staff Attorney: \$425 - \$450 Financial Analyst: \$425 - \$675 Case Manager & Paralegal: \$325 - \$425	\$1,000 - \$1,350

Survey of Law Firm Billing Rates - Plaintiffs' and Defense Firms

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Boies, Schiller & Flexner LLP	Woodard v. Navient Solutions, LLC, et al., No. 8:23-cv-00301-RFR	(D. Neb.) (Nov. 2023) (ECF No. 13-4)	Counsel: \$850 - \$880 Associate: \$670 - \$710 Staff Attorney: \$430 Paralegal: \$380	\$920 - \$1,290
	Doe 1 v. Deutsche Bank Aktiengesellschaft et al., No. 1:22-cv-10018-JSR	(S.D.N.Y.) (Sep. 2023) (ECF No. 106)	Counsel: \$940 Associate: \$670 - \$860 Staff Attorney: \$430 - \$500 Paralegal: \$350 Managing Clerk: \$380	\$1,080 - \$2,110
	In re Grupo Televisa Sec. Litig., No. 1:18- cv-01979	(S.D.N.Y.) (Jul. 2023) (ECF No. 356)	Counsel: \$940 - \$970 Associate: \$670 - \$830 Summer Associate: \$450 Staff Attorney: \$380 - \$460 Paralegal: \$350	\$1,140 - \$2,110
Cohen Milstein Sellers & Toll, PLLC	In re Silvergate Capital Corp. Sec. Litig., No. 3:22-cv-01936-JES-MSB	(S.D. Cal.) (Jul. 2025) (ECF No. 145-11)	Of Counsel: \$1,005 Associate: \$680 Law Clerk: \$395 Investigator: \$715 Paralegal: \$395	\$895 - \$1,495

Survey of Law Firm Billing Rates - Plaintiffs' and Defense Firms

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Cohen Milstein Sellers & Toll, PLLC	City of Birmingham Firemen's and Policemen's Supplemental Pension System v. Pluralsight, Inc., No. 1:19-cv-00128	(D. Utah) (Jan. 2025) (ECF No. 287-6)	Of Counsel: \$875 - \$1,015 Associate: \$495 - \$755 Staff Attorney: \$620 Law Clerk: \$385 - \$395 Paralegal: \$325 - \$420	\$810 - \$1,320
	Iowa Public Employees' Retirement System et al v Bank of America Corp et al., No. 1:17-cv-06221-KPF-SLC	(S.D.N.Y.) (May 2024) (ECF No. 674-1)	Of Counsel: \$790 Associate: \$495 - \$600 Staff Attorney: \$485 - \$700 Discovery Attorney: \$250 - \$495 Paralegal: \$290 - \$380	\$630 - \$1,320
Hausfeld LLP	Pannozzi v. Deloitte Consulting LLP, No. 1:24-00524-MRD-LDA	(D.R.I.) (Dec. 2025) (ECF No. 34-2)	Of Counsel: \$750 - \$900 Associate: \$470 - \$520 Paralegal: \$370	\$1,025
	In re Broiler Chicken Grower Antitrust Litig. (No. II), No. 6:20-md-02977	(E.D.Okla.) (Nov. 2024) (ECF No. 628-1)	Associate: \$260 - \$650 Staff Attorney: \$460 - \$500 Paralegal: \$350 Law Clerk: \$260	\$830 - \$1,550
	OpenGov, Inc. v. GTY Technology Holdings Inc. et al., No. 3:18-cv-07198-JSC	(N.D. Cal.) (Mar. 2019) (ECF No. 40-1)	Of Counsel: \$775 - \$1,075 Paralegal: \$250 - \$290	\$700 - \$1,500

Survey of Law Firm Billing Rates - Plaintiffs' and Defense Firms

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Labaton Sucharow LLP	In re Opendoor Technologies Inc. Sec. Litig., No. 2:22-cv-01717-MTL	(D. Ariz.) (Dec. 2025) (ECF No. 159-6)	Of Counsel: \$750 - \$975 Associate: \$350 - \$650 Staff Attorney: \$390 - \$475 Law Clerk: \$300 Investigator: \$475 - \$650 Paralegal: \$225 - \$415	\$800 - \$1,375
	In re Barclays PLC Sec. Litig., No. 1:22-cv-08172	(S.D.N.Y.) (Feb. 2025) (ECF No. 103-4)	Of Counsel: \$750 - \$975 Associate: \$350 - \$675 Staff Attorney: \$400 - \$475 Paralegal: \$375 - \$415	\$1,110 - \$1,375
	Chen v. Missfresh Ltd. et al., No. 1:22-cv-09836-JSR	(S.D.N.Y.) (Sep. 2024) (ECF No. 149-9)	Of Counsel: \$600 - \$1,000 Associate: \$450 - \$625 Staff Attorney: \$340 - \$475 Law Clerk: \$275 - \$300 Paralegal: \$200 - \$435	\$650 - \$1,375
Levi & Korsinsky LLP	Lokman v. Azure Power Global Ltd. et al., No. 1:22-cv-07432-GHW	(S.D.N.Y.) (Aug. 2025) (ECF No. 129-3)	Of Counsel: \$850 Senior Associate: \$750 Associate: \$550 - \$575 Staff Attorney: \$475 Contract Attorney: \$475 Analyst: \$350 Paralegal: \$325 - \$350	\$975 - \$1,100

Survey of Law Firm Billing Rates - Plaintiffs' and Defense Firms

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Levi & Korsinsky LLP	In re Grab Holdings Ltd. Sec. Litig., No. 1:22-cv-02189-JLR	(S.D.N.Y.) (Apr. 2025) (ECF No. 151-5)	Of Counsel: \$850 Senior Associate: \$750 Associate: \$500 - \$575 Staff Attorney: \$475 Document Review Attorney: \$475 Law Clerk: \$375 Paralegal: \$350	\$975 - \$1,100
Lieff Cabraser Heimann & Bernstein, LLP	Katz-Lacabe, et al. v. Oracle America, Inc., No. 3:22-cv-04792-RS	(N.D. Cal.) (Aug. 2024) (ECF No. 136-2)	Associate: \$530 - \$720 Staff Attorney: \$525 Litigation Support Specialist: \$535 Paralegal: \$510	\$1,015 - \$1,380
Motley Rice LLC	Leventhal v. Chegg, Inc., et al, No. 5:21-cv-09953-PCP	(N.D. Cal.) (Feb. 2025) (ECF No. 195-4)	Associate: \$660 - \$1,150 Law Clerk: \$325 - \$400 Paralegal: \$275 - \$425	\$1,150 - \$1,500 ("Member" Rates)
	In re Qualcomm Incorporated Sec. Litig., No. 3:17-cv-00121-JO-MSB	(S.D. Cal.) (Aug. 2024) (ECF No. 441-6)	Senior Counsel: \$860 - \$1,150 Of Counsel: \$1,150 Associate: \$550 - \$725 Contract Attorney: \$325 - \$470 Paralegal: \$275 - \$425	\$950 - \$1,300 ("Member" Rates)

Survey of Law Firm Billing Rates - Plaintiffs' and Defense Firms

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Motley Rice LLC	In re Grab Holdings Ltd. Sec. Litig., No. 1:22-cv-02189-JLR	(S.D.N.Y.) (Apr. 2025) (ECF No. 151-4)	Of Counsel: \$800 Associate: \$550 - \$750 Staff Attorney: \$535 - \$725 Project Associate: \$495 - \$530 Paralegal: \$375	\$1,050 - \$1,375
	In re Emergent BioSolutions, Inc. Sec. Litig., No. 8:21-cv-00955-DLB	(D. Md.) (Feb. 2025) (ECF No. 194-2)	Of Counsel: \$850 Associate: \$600 - \$750 Staff Attorney: \$565 Project Associate: \$465 - \$530 Paralegal: \$110 - \$375	\$950 - \$1,375
Quinn Emanuel Urquhart & Sullivan, LLP	Chemimage Corp. v. Johnson & Johnson and Ethicon, Inc., No. 1:24-cv-02646-JMF	(S.D.N.Y.) (Jul. 2025) (ECF No. 216)	Counsel: \$1,570 - \$1,775 Associate: \$1,060 - \$1,560 Law Clerk: \$710 Managing Clerk: \$620 - \$680 Attorney: \$545 - \$640 Paralegal: \$550 - \$655	\$1,645 - \$2,700
	Iowa Public Employees' Retirement System et al v Bank of America Corp et al., No. 1:17-cv-06221-KPF-SLC	(S.D.N.Y.) (May 2024) (ECF No. 673-1)	Of Counsel: \$1,170 - \$1,570 Attorney: \$580 - \$1,515 Paralegal: \$320 - \$550 Lit. Support: \$190 - \$270	\$1,645 - \$2,410

Survey of Law Firm Billing Rates - Plaintiffs' and Defense Firms

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Robbins Geller Rudman & Dowd LLP	County of York Retirement Fund v. HP Inc., et al., No. 4:20-cv-07835-JSW	(N.D. Cal.) (Dec. 2025) (ECF No. 114-1)	Of Counsel: \$1,045 Associate: \$280 - \$520 Research Analyst: \$335 Paralegal: \$350 - \$435	\$830 - \$1,480
	In re Alta Mesa Resources, Inc. Sec. Litig., No. 4:19-cv-00957	(S.D. Tex.) (Mar. 2025) (ECF No. 1024-5)	Of Counsel: \$460 - \$1,200 Associate: \$250 - \$700 Staff Attorney: \$475 - \$485 Economic Analyst: \$315 - \$485	\$835 - \$1,400
	In re Apple Inc. Sec. Litig., No. 4:19-cv-02033-YGR	(N.D. Cal.) (Jul. 2024) (ECF No. 438-1)	Of Counsel: \$535 - \$1,135 Associate: \$465 - \$540 Staff Attorney: \$460 - \$475 Economic Analyst: \$370 - \$470 Paralegal: \$325 - \$410	\$755 - \$1,400
Scott+Scott, Attorneys at Law, LLP	In re Alphabet, Inc., Shareholder Deriv. Litig., No. 3:21-cv-09388-RFL	(N.D. Cal.) (Aug. 2025) (ECF No. 108-4)	Of Counsel: \$875 - \$2,050 Associate: \$675 - \$875 Staff Attorney: \$525 - \$720 Paralegal: \$435	\$895 - \$1,900
	In re Oatly Grp. AB Sec. Litig., No. 1:21-cv-06360-AKH	(S.D.N.Y.) (Jun. 2024) (ECF No. 115-2)	Associate: \$665 - \$850 Investigator: \$550 - \$675 Research Analyst: \$435 Paralegal: \$415 - \$435	\$795 - \$1,900

Survey of Law Firm Billing Rates - Plaintiffs' and Defense Firms

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Scott+Scott, Attorneys at Law, LLP	Abadilla, et al. v. Precigen, Inc. et al., No. 5:20-cv-06936-BLF	(N.D. Cal.) (Sep. 2023) (ECF No. 138)	Of Counsel: \$1,050 Associate: \$625 - \$795 Staff Attorney: \$675 Paralegal: \$395 - \$415	\$1,095 - \$1,595

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Akin Gump Strauss Hauer & Feld LLP	In re Steward Health Care System LLC, et al., Debtors, No. 24-90213 (CML)	(Bankr. S.D. Tex.) (Aug 2025) (ECF No. 5924)	Senior Counsel and Counsel: \$1,560 - \$1,900 Associate and Practice Attorney: \$995 - \$1,195 Paraprofessional: \$555	\$2,100 - \$2,495
	In re NV Texas, LLC, Debtor, No. 24-90576 (ARP)	(Bankr. S.D. Tex.) (May 2025) (ECF No. 6)	Senior Counsel and Counsel: \$1,405 - \$1,800 Associate: \$895 - \$1,310 Paraprofessional: \$395 - \$555	\$2,250 - \$2,495
	In re Covington Credit of Texas, Inc., Reorganized Debtor, No. 24-90164 (MI)	(Bankr. S.D. Tex.) (Aug. 2024) (ECF No. 16)	Senior Counsel and Counsel: \$1,250 - \$1,650 Associate: \$840 - \$1,200 Paraprofessional: \$305 - \$530	\$1,775 - \$2,195
Allen Overy Shearman Sterling US LLP	In re SWC Industries LLC et al., Debtors, No. 24-51721-MEH	(Bankr. N.D. Cal.) (Jun. 2025) (ECF No. 702)	Counsel: \$1,615 - \$1,715 Associate: \$825 - \$1,485 Law Clerk: \$825 Paralegal: \$430 - \$565	\$1,595 - \$2,285
	In re Amyris, Inc., et al., Reorganized Debtors, No. 23-11131 (TMH)	(Bankr. D. Del.) (Jun. 2024) (ECF No. 1558)	Counsel: \$1,425 - \$1,555 Associate: \$775 - \$1,415 Legal Assistant: \$375 - \$525	\$1,460 - \$2,130
	In re Venus Liquidation Inc., et al., Debtors, No. 23-10738 (JPM)	(Bankr. S.D.N.Y.) (Jan. 2024) (ECF No. 727)	Counsel: \$1,300 Associate: \$1,215 - \$1,415 Law Clerk: \$225 - \$995	\$1,975 - \$2,130

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Cleary Gottlieb Steen & Hamilton LLP	In re ViewRay, Inc., et al., Debtors, No. 23-10935 (KBO)	(Bankr. D. Del.) (Nov. 2023) (ECF No. 428-2)	Associate: \$965 - \$1,105 Paralegal: \$430 Non-Legal: \$370	\$1,305 - \$1,930
Cooley LLP	In re Clearside Biomedical, Inc., Debtor, No. 25-12109 (TMH)	(Bankr. D. Del.) (Feb. 2026) (ECF No. 221)	Of Counsel: \$1,695 - \$2,275 Special Counsel: \$1,500 - \$1,625 Associate: \$830 - \$1,525 Paralegal: \$460 - \$505	\$1,590 - \$2,305
	In re Lutheran Home and Services for the Aged, Inc., et al., Debtors, No. 25-01705	(Bankr. N.D. Ill.) (Mar. 2025) (ECF No. 205)	Associate: \$830 - \$1,500 Paralegal: \$460	\$1,710
	In re CR Holding Liquidating, Inc., et al., Debtors, No. 19-10210-LSS	(Bankr. D. Del.) (May 2023) (ECF No. 1820)	Senior Counsel: \$1,650 Associate: \$1,235 - \$1,245 Law Clerk: \$670 Paralegal: \$380 - \$605	\$1,285 - \$1,895
Davis Polk & Wardwell LLP	In re Spirit Aviation Holdings, Inc., et al., Debtors, No. 25-11897 (SHL)	(Bankr. S.D.N.Y.) (Oct. 2025) (ECF No. 196)	Counsel: \$1,790 - \$2,040 Associate: \$730 - \$1,780 Paraprofessional: \$505 - \$715	\$2,140 - \$2,645
	In re Azul S.A., et al., Debtors, No. 25-11176 (SHL)	(Bankr. S.D.N.Y.) (Jun. 2025) (ECF No. 117)	Counsel: \$1,790 - \$2,040 Associate: \$730 - \$1,780 Paraprofessional: \$505 - \$715	\$2,140 - \$2,645
	In re Spirit Finance Cayman 1 Ltd, Reorganized Debtors, No. 24-12038 (SHL)	(Bankr. S.D.N.Y.) (Apr. 2025) (ECF No. 6)	Counsel: \$1,725 - \$2,040 Associate: \$965 - \$1,780 Law Clerk: \$695 - \$1,065 Legal Assistant: \$505 - \$715	\$2,375 - \$2,645

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Dechert LLP	In re Eletson Holdings Inc., et al., Debtors, No. 23-10322 (JPM)	(Bankr. S.D.N.Y.) (Dec. 2024) (ECF No. 1321)	Associate: \$830 - \$1,220 Staff Attorney: \$625 Legal Assistant: \$350 - \$525	\$1,425 - \$1,975
	In re Bintago Inc., et al., Debtors, No. 23-11394 (SHL)	(Bankr. S.D.N.Y.) (Feb. 2024) (ECF No. 433)	Counsel: \$1,105 - \$1,300 Associate: \$775 - \$1,140 Law Clerk: \$680 Legal Assistant: \$435 - \$525 E-Discovery Specialist: \$525	\$1,275 - \$1,825
DLA Piper LLP (US)	In re Hudson 1701/1706, LLC, et al., Debtors, No. 25-11853 (KBO)	(Bankr. D. Del.) (Nov. 2025) (ECF No. 99-2)	Of Counsel: \$1,420 - \$1,765 Associate: \$895 - \$1,585 Paralegal: \$455 - \$640	\$1,585 - \$2,350
	In re Azzur Group Holdings LLC, et al., Debtors, No. 25-10342 (KBO)	(Bankr. D. Del.) (Mar. 2025) (ECF No. 109-2)	Of Counsel: \$1,425 Associate: \$795 - \$1,305 Paraprofessional: \$575	\$1,585 - \$2,085
	In re Vestoo Ltd., et al., Debtors, No. 23-11160 (MFW)	(Bankr. D. Del.) (Jan. 2024) (ECF No. 619)	Associate: \$730 - \$1,215 Law School Graduate: \$730 Research Analyst: \$500 Paralegal: \$340 - \$475	\$1,215 - \$1,800
Freshfields Bruckhaus Deringer LLP	In re Molekule Grp., Inc. et al., Debtors, No. 23-18094-EPK	(Bankr. S.D. Fla.) (Jan. 2024) (ECF No. 392)	Associate: \$1,195	\$1,825 - \$2,125
	In re Talen Energy Supply, LLC, et al., Debtors, No. 22-90054 (MI)	(Bankr. S.D. Tex.) (Jun. 2023) (ECF No. 2114-2)	Counsel: \$1,425 Associate: \$980 - \$1,200	\$1,690 - \$1,945

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Freshfields Bruckhaus Deringer LLP	In re Revlon, Inc. et al., Debtors, No. 22-10760 (DSJ)	(Bankr. S.D.N.Y.) (Apr. 2023) (ECF No. 1835)	Counsel: \$843 Associate: \$321 - \$1,323 Paralegal/Non-Legal Staff: \$320 - \$525	\$1,057 - \$1,723
Gibson, Dunn & Crutcher LLP	In re Walker Edison Holdco LLC, et al., Debtors, No. 25-11602 (TMH)	(Bankr. D. Del.) (Sep. 2025) (ECF No. 191)	Associate and Of Counsel: \$905 - \$1,725 Paralegal: \$350 - \$800 Other Timekeeper: \$370 - \$695	\$1,840 - \$3,050
	In re High Valley Investments, LLC, et al., Debtors, No. 23-11616 (TMH)	(Bankr. D. Del.) (Apr. 2024) (ECF No. 343)	Of Counsel: \$1,260 Associate: \$1,005 - \$1,060 Paralegal: \$705	\$1,530 - \$1,675
	In re Stimwave Tech. Inc., et al., Debtors, No. 22-10541 (TMH)	(Bankr. D. Del.) (May 2023) (ECF No. 901)	Associate: \$1,105 - \$1,210	\$1,860
Goodwin Procter LLP	In re iRobot Corporation, et al., Debtors, No. 25-12197 (BLS)	(Bankr. D. Del.) (Dec. 2025) (ECF No. 68)	Counsel: \$1,275 - \$2,475 Associate: \$995 - \$1,495 Paralegal: \$375 - \$815	\$1,475 - \$2,625
	In re Alachua Government Services, Inc., Debtor, No. 25-11289 (JKS)	(Bankr. D. Del.) (Aug. 2025) (ECF No. 148)	Of Counsel: \$1,170 - \$2,052 Associate: \$783 - \$1,233 Paralegal: \$342 - \$666	\$1,260 - \$2,205
	In re Old Mbria Inc., Debtor, No. 24-10952 (LSS)	(Bankr. D. Del.) (Aug. 2024) (ECF No. 289-1)	Counsel: \$1,260 - \$1,300 Associate: \$770 - \$1,270 Senior Paralegal: \$510 - \$620 Research Analyst: \$295 - \$660	\$1,300 - \$1,900

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Greenberg Traurig LLP	In re Wellmade Floor Coverings Int'l, Inc., et al., Debtors, No. 25-58764	(Bankr. N.D. Ga.) (Aug. 2025) (ECF No. 102)	Of Counsel: \$550 - \$1,975 Associate: \$350 - \$1,220 Legal Assistant or Paralegal: \$140 - \$655	\$615 - \$2,250
	In re Steward Health Care System LLC, et al., Debtors, No. 24-90213 (CML)	(Bankr. S.D. Tex.) (Sep. 2024) (ECF 2565)	Of Counsel: \$875 Associate: \$875 Paralegal: \$515 J.D. Candidate: \$395	\$995 - \$1,670
	In re Vesttoo Ltd., et al., Debtors, No. 23-11160 (MFW)	(Bankr. D. Del.) (Nov. 2023) (ECF No. 399)	Senior Counsel: \$1,645 Of Counsel: \$855 - \$900 Associate: \$650 - \$895 Paralegal: \$390 - \$475	\$880 - \$1,665
Hogan Lovells US LLP	In re Dtech Liquidating, Inc. et al., Debtors, No. 24-11378 (JTD)	(Bankr. D. Del.) (Jan. 2025) (ECF No. 453)	Senior Associate: \$1,190 Associate: \$785 Law Clerk: \$695 Senior Paralegal: \$600	\$1,485 - \$1,970
	In re Mallinckrodt PLC, et al., Debtors, No. 23-11258 (JTD)	(Bankr. D. Del.) (Dec. 2023) (ECF No. 744)	Senior Counsel: \$1,444 Of Counsel: \$1,135 - \$1,175 Senior Associate: \$1,065 - \$1,110 Associate: \$650 - \$890 Senior Research Analyst: \$390 Paralegal: \$390	\$885 - \$1,585

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Hogan Lovells US LLP	In re LTL Management LLC, Debtor, No. 21-30589 (JCW)	(Bankr. D.N.J.) (May 2022) (ECF No. 2240-1)	Counsel: \$910 - \$1,735 Associate: \$605 - \$1,055 Paralegal: \$275 - \$550	\$950 - \$2,465
Jones Day	In re Flying Star LLC, et al., Debtors and Debtors-in-Possession, No. 25-bk-11380-WB	(Bankr. C.D. Cal.) (Sep. 2025) (ECF No. 162)	Associate: \$775 - \$825 Paralegal: \$450 - \$600	\$1,225 - \$1,800
	In re Meier's Wine Cellars Acquisition, LLC, et al., No. 24-11575 (MFW)	(Bankr. D. Del.) (Feb. 2025) (ECF No. 784)	Of Counsel: \$1,000 Associate: \$550 - \$1,175	\$1,150 - \$1,850
	In re LTL Mgmt. LLC, Debtor, No. 23-12825 (MBK)	(Bankr. D.N.J.) (Sep. 2023) (ECF No. 1327)	Of Counsel: \$925 - \$1,275 Associate: \$325 - \$925 Staff Attorney: \$600 - \$625 Paralegal: \$213 - \$500	\$563 - \$1,800
Katten Muchin Rosenman LLP	In re Vanderbilt Minerals, LLC, Debtor, No. 26-60110 (WAK)	(Bankr. N.D.N.Y.) (Mar. 2026) (ECF No. 117)	Of Counsel: \$1,220 - \$2,310 Associate: \$835 - \$1,315 Paralegal: \$350 - \$945	\$1,370 - \$2,645
	In re Genesis Healthcare, Inc., et al., Debtors, No. 25-80185 (SGJ)	(Bankr. N.D. Tex.) (Jul. 2025) (ECF No. 249)	Of Counsel: \$1,110 - \$2,100 Counsel and Special Staff: \$610 - \$1,615 Associate: \$715 - \$1,210 Paralegal: \$230 - \$860	\$1,205 - \$2,380
	In re 2U, Inc., et al., Reorganized Debtors, No. 24-11279 (MEW)	(Bankr. S.D.N.Y.) (Oct. 2024) (ECF No. 221)	Associate: \$700 - \$1,035 Paraprofessional: \$500	\$1,360 - \$1,920

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Katten Muchin Rosenman LLP	In re Capstone Green Energy Corp., et al., Debtors, No. 23-11634 (LSS)	(Bankr. D. Del.) (Dec. 2023) (ECF No. 148-2)	Of Counsel: \$735 - \$1,440 Counsel and Special Staff: \$460 - \$1,230 Associate: \$300 - \$935 Paralegal: \$90 - \$650	\$835 - \$1,795
King & Spalding LLP	In re Luminar Technologies, Inc., Debtors, No. 25-90807 (CML)	(Bankr. S.D. Tex.) (Jan. 2026) (ECF No. 200)	Counsel: \$945 - \$2,900 Associate: \$780 - \$2,060	\$1,520 - \$2,820
	In re Red River TALC LLC, Debtor, No. 24-90505 (CML)	(Bankr. S.D. Tex.) (Oct. 2024) (ECF No. 289)	Counsel: \$655 - \$2,000 Associate: \$540 - \$1,395 Paralegal: \$275 - \$675	\$1,005 - \$2,180
	In re Red Lobster Mgmt. LLC, et al., Debtors, No. 6:24-bk-02486-GER	(Bankr. M.D. Fla.) (Aug. 2024) (ECF No. 926)	Counsel: \$1,365 - \$1,440 Associate: \$660 - \$1,515 Staff Attorney: \$315 - \$495 Project Attorney: \$165 - \$1,000 Paralegal: \$275 - \$675 Litigation Support: \$425	\$1,175 - \$1,920
Kirkland & Ellis, LLP	In re KLEOPATRA FINCO S.A. R.L., et al., Debtors, No. 25-90642 (CML)	(Bankr. S.D. Tex.) (Dec. 2025) (ECF No. 196-1)	Of Counsel: \$875 - \$2,495 Associate: \$825 - \$1,775 Paraprofessional: \$385 - \$775	\$1,395 - \$2,975
	In re American Tire Distributors, Inc., et al., Debtors, No. 24-12391 (CTG)	(Bankr. D. Del.) (Dec. 2024) (ECF No. 568)	Associate: \$815 - \$1,395	\$1,575 - \$2,305

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Latham & Watkins LLP	In re FAT BRANDS INC., et al., Debtors, No. 26-90126 (ARP)	(Bankr. S.D. Tex.) (Feb. 2026) (ECF No. 226-1)	Counsel: \$1,815 - \$2,550 Associate: \$945 - \$1,850 Professional Staff: \$280 - \$1,410 Paralegal: \$390 - \$970	\$1,895 - \$3,050
	In re Docudata Solutions, L.C., et al., Debtors, No. 25-90023 (CML)	(Bankr. S.D. Tex.) (Mar. 2025) (ECF No. 143-1)	Counsel: \$1,595 - \$2,070 Associate: \$835 - \$1,635 Professional Staff: \$255 - \$980 Paraprofessionals: \$355 - \$755	
	In re Purdue Pharma L.P., et al., Debtors, No. 19-23649 (RDD)	(Bankr. S.D.N.Y.) (May 2024) (ECF No. 6360)	Associate: \$890 - \$1,345	
	In re Sorrento Therapeutics Inc., et al., Post Effective Date Debtors, No. 23-90085 (CML)	(Bankr. S.D. Tex.) (May 2024) (ECF No. 2181)	Counsel: \$1,470 - \$1,605 Associate: \$760 - \$1,340 Financial Analyst: \$570 Paralegal: \$355 - \$525	
Mayer Brown LLP	In re Ligado Networks LLC, et al., Debtors, No. 25-10006 (TMH)	(Bankr. D. Del.) (Feb. 2025) (ECF No. 181)	Counsel: \$1,080 - \$1,685 Associate: \$775 - \$1,320 Paralegal: \$255 - \$580	\$1,280 - \$2,870
McDermott Will & Emery LLP	In re Inspired Healthcare Capital Holdings, LLC, et al., Debtors, No. 26-90004 (MXM)	(Bankr. N.D. Tex.) (Mar. 2026) (ECF No. 238)	Associate: \$985 - \$1,645 Paraprofessional: \$440 - \$910	\$1,700 - \$2,740
	In re Wellpath Holdings, Inc., et al., Debtors, No. 24-90533 (ARP)	(Bankr. S.D. Tex.) (Jan. 2025) (ECF No. 1042)	Counsel: \$1,345 - \$1,600 Associate: \$805 - \$1,245 Paralegal: \$460 - \$745 Legal Assistant: \$540	

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Milbank LLP	In re Saks Global Enterprises LLC, et al., Debtors, No. 26-90103 (ARP)	(Bankr. S.D. Tex.) (Feb. 2026) (ECF No. 884)	Counsel: \$1,995 - \$2,270 Associate: \$745 - \$1,820 Paraprofessional: \$410 - \$595	\$2,145 - \$2,725
	In re Edgio, Inc., et al., Debtors, No. 24-11985 (KBO)	(Bankr. D. Del.) (Feb. 2025) (ECF No. 734)	Of Counsel: \$1,795 Special Counsel: \$1,575 Associate: \$595 - \$1,475 Case Manager: \$480 Legal Assistant: \$430	\$1,695 - \$2,245
O'Melveny & Myers LLP	In re F-Star Socorro, L.P., et al., Debtors, No. 25-90607 (ARP)	(Bankr. S.D. Tex.) (Jan. 2026) (ECF No. 392)	Counsel: \$1,370 - \$1,525 Associate: \$825 - \$1,215 Atty Bar Applicant: \$825 Paralegal: \$435 Research Analyst: \$450	\$1,525 - \$2,100
	In re Merit Street Media, Inc., Debtor, No. 25-80156 (SWE)	(Bankr. S.D. Tex.) (Aug. 2025) (ECF No. 228)	Counsel: \$1,295 - \$1,525 Associate: \$825 - \$1,215 Paraprofessional: \$250 - \$550	\$1,525 - \$2,400
	In re Millenkamp Cattle, Inc., Debtors, No. 24-40158-NGH	(Bankr. D. Idaho) (Aug. 2024) (ECF No. 585)	Counsel: \$1,265 Associate: \$860 - \$1,070 Paralegal: \$510 Summer Associate: \$370	\$1,385 - \$1,585
	In re Ebix, Inc., et al., Debtors, No. 23-80004-swe11	(Bankr. N.D. Tex.) (May 2024) (ECF No. 595)	Counsel: \$1,265 Associate: \$1,200	\$1,885

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Paul, Weiss, Rifkind, Wharton & Garrison LLP	In re New Rite Aid, LLC, et al., Debtors, No. 25-14831-MBK	(Bankr. D.N.J.) (Jan. 2026) (ECF No. 74)	Counsel: \$1,995 Associate: \$975 - \$1,695 Paralegal: \$460 - \$560	\$2,245 - \$2,595
	In re Enviva Pellets Epes Holdings, LLC, Reorganized Debtor, No. 24-10454 (BFK)	(Bankr. E.D. Va.) (Jan. 2025) (ECF No. 20)	Counsel: \$1,995 Associate: \$975 - \$1,695 Staff Attorney: \$645 - \$675 Paralegal: \$375 - \$560	\$2,350 - \$2,595
Pillsbury Winthrop Shaw Pittman LLP	In re Partners Pharmacy Services, LLC, Debtors, No. 25-34698 (CML)	(Bankr. S.D. Tex.) (Aug. 2025) (ECF No. 49)	Counsel: \$1,275 Associate: \$795 - \$1,180 Paraprofessional: \$510	\$1,390 - \$1,690
Proskauer Rose LLP	In re Genesis Healthcare, Inc., et al., No. 25-80185 (SGJ)	(Bankr. N.D. Tex.) (Feb. 2026) (ECF No. 2313)	Senior Counsel: \$1,605 Associate: \$1,045 - \$1,780 Paraprofessional: \$320 - \$795	\$1,705 - \$2,505
	In re Zachry Holdings, Inc., et al., Debtors, No. 24-90377 (MI)	(Bankr. S.D. Tex.) (Jan. 2025) (ECF No. 1959)	Special Counsel: \$1,690 Associate: \$1,045 - \$1,560 Paralegal: \$485	\$1,705 - \$2,435
Quinn Emanuel Urquhart & Sullivan, LLP	In re Office Properties Income Trust, et al., No. 25-90530 (CML)	(Bankr. S.D. Tex.) (Nov. 2025) (ECF No. 205)	Counsel: \$1,775 - \$2,725 Associate: \$1,035 - \$1,665	\$1,860 - \$3,000
	In re Accuride Corp., et al., Debtors, No. 24-12289 (JKS)	(Bankr. D. Del.) (Jan. 2025) (ECF No. 535)	Counsel: \$1,570 Associate: \$1,060 - \$1,420 Litigation Support: \$190	\$1,645 - \$2,410

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Ropes & Gray LLP	In re Finch Therapeutics Group, Inc., et al., No. 26-10409 (LSS)	(Bankr. D. Del.) (Mar. 2026) (ECF No. 53)	Counsel: \$1,400 - \$2,100 Associate: \$995 - \$1,820 Paraprofessional: \$430 - \$795	\$1,975 - \$3,000
	In re PS Holdings Wind Down, Inc., et al., Debtors, No. 25-11677 (KBO)	(Bankr. D. Del.) (Dec. 2025) (ECF No. 270)	Associate: \$900 Paralegal: \$625 - \$670	\$2,000
	In re Exactech, Inc., et al., Debtors, No. 24-12441 (LSS)	(Bankr. D. Del.) (Feb. 2025) (ECF No. 582)	Counsel: \$1,390 - \$1,580 Associate: \$830 - \$1,460 Trainee Solicitor: \$570 Senior Paralegal: \$575	\$1,700 - \$1,880
	In re VH Legacy/Liquidation, LLC, et al., Debtors, No. 22-11019 (LSS)	(Bankr. D. Del.) (May 2023) (ECF No. 417)	Associate: \$900 - \$1,310 Law Clerk: \$770 Paralegal: \$320 - \$565	\$1,520 - \$1,900
Sheppard, Mullin, Richter & Hampton LLP	In re Silvergate Capital Corp., et al., Debtors, No. 24-12158 (KBO)	(Bankr. D. Del.) (Jan. 2025) (ECF No. 455)	Special Counsel: \$865 - \$930 Associate: \$765 - \$930	\$990 - \$1,460
	In re Mariner Health Central, Inc., et al., Debtors, No. 22-41079	(Bankr. N.D. Cal.) (Apr. 2023) (ECF No. 522)	Associate: \$700 - \$945	\$1,355 - \$1,555
Sidley Austin LLP	In re Merit Street Media, Inc., Debtor, No. 25-80156 (SWE)	(Bankr. S.D. Tex.) (Feb. 2026) (ECF No. 712-1)	Counsel: \$1,790 Senior Associate: \$1,505 - \$1,530 Managing Associate: \$1,265 - \$1,355 Associate: \$835 - \$1,140 Paralegal: \$540 - \$650 Research Analyst: \$335	\$1,790 - \$2,530

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Sidley Austin LLP	In re Independence Contract Drilling, Inc., et al., Reorganized Debtors, No. 24-90612 (ARP)	(Bankr. S.D. Tex.) (Feb. 2025) (ECF No. 144)	Counsel: \$1,790 Senior Associate: \$1,485 - \$1,505 Managing Associate: \$1,230 - \$1,265 Associate: \$835 - \$1,140 Paralegal: \$600 - \$650 Research Analyst: \$305 - \$335	\$1,675 - \$2,040
Simpson Thacher & Bartlett LLP	In re Zynex, Inc. et al., Debtors, No. 25-90810 (ARP)	(Bankr. S.D. Tex.) (Jan. 2026) (ECF No. 172)	Senior Counsel: \$2,050 Counsel: \$1,995 Associate: \$895 - \$1,690 Paraprofessional: \$470 - \$725	\$2,220 - \$2,730
	In re WW International, Inc., et al., Debtors, No. 25-cv-10829 (CTG)	(Bankr. D. Del.) (May 2025) (ECF No. 81)	Senior Counsel: \$2,050 Counsel: \$1,995 Associate: \$895 - \$1,690 Paraprofessional: \$470 - \$725	\$2,220 - \$2,730
	In re Zymergen Inc., et al., Debtors, No. 23-11661 (KBO)	(Bankr. D. Del.) (Mar. 2024) (ECF No. 443)	Counsel: \$1,800 Associate: \$795 - \$1,415 Paralegal: \$600	\$2,165 - \$2,405
Skadden, Arps, Slate, Meagher & Flom LLP	In re True Value Co., L.L.C., et al., Debtors, No. 24-12337 (KBO)	(Bankr. D. Del.) (Jun. 2025) (ECF No. 1311)	Of Counsel: \$1,238 - \$2,475 Counsel: \$1,795 Associate: \$813 - \$1,625 Law Clerk: \$745 Paraprofessional: \$650	\$1,995 - \$2,375

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Skadden, Arps, Slate, Meagher & Flom LLP	In re True Value Co., L.L.C., et al., Debtors, No. 24-12337 (KBO)	(Bankr. D. Del.) (Feb. 2025) (ECF No. 923)	Of Counsel: \$1,105 Counsel: \$1,580 - \$1,800 Associate/Law Clerk: \$675 - \$1,510 Paraprofessional: \$325 - \$580	\$1,060 - \$2,120
	In re Armstrong Flooring, Inc., No. 22-bk-10426	(Bankr. D. Del.) (May 2022) (ECF No. 187)	Of Counsel: \$1,300 - \$1,495 Associate: \$550 - \$1,275	\$1,465 - \$1,980
	In re VIVUS, Inc. et al., Reorganized Debtors, No. 20-bk-11779 (LSS)	(Bankr. D. Del.) (Jan. 2021) (ECF No. 443)	Of Counsel: \$1,260 Associate: \$695 - \$1,120 (\$495 for Associate Pending Admission)	\$1,425 - \$1,565
Sullivan & Cromwell LLP	In re KFI Wind-Down Corp., Debtor, No. 23-10638 (LSS)	(Bankr. D. Del.) (Jan. 2025) (ECF No. 1850)	Special Counsel: \$1,675 Associate: \$850 - \$1,575 Paralegal: \$450 - \$565	\$1,695 - \$2,375
	In re FTX Trading Ltd., et al., Debtors, No. 22-11068 (JTD)	(Bankr. D. Del.) (Aug. 2023) (ECF No. 2271)	Of Counsel: \$2,165 Special Counsel: \$1,575 - \$1,825 Associate: \$775 - \$1,475 Law Clerk: \$550 Paralegal: \$425 - \$595 Legal Analyst: \$595	\$1,595 - \$2,165
Vinson & Elkins LLP	In re DSI WINDDOWN, INC., et al., Debtors, No. 25-10518 (MFW)	(Bankr. D. Del.) (Sep. 2025) (ECF No. 555)	Counsel: \$1,550 - \$1,995 Associate: \$910 - \$1,400	\$2,125 - \$2,250

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Vinson & Elkins LLP	In re Kidkraft, Inc., et al., Debtors, No. 24-80045mv111	(Bankr. N.D. Tex.) (Aug. 2024) (ECF No. 340)	Counsel: \$1,550 - \$1,810 Associate: \$910 - \$1,400 Paralegal: \$615 - \$650 eDiscovery Analyst: \$495	\$1,810 - \$2,250
	In re Core Scientific, Inc., et al., Debtors, No. 22-90341 (DRJ)	(Bankr. S.D. Tex.) (Sep. 2023) (ECF No. 1251)	Counsel: \$1,590 Associate: \$730 - \$1,220 Paralegal: \$420	\$1,425 - \$1,920
Weil, Gotshal & Manges LLP	In re Valves and Controls US, Inc., Debtor, No. 25-11403 (TMH)	(Bankr. D. Del.) (Jan. 2026) (ECF No. 249)	Counsel: \$1,725 Associate: \$1,070 - \$1,560 Paralegal: \$375 - \$630 Litigation Support: \$490	\$2,050 - \$2,395
	In re AIO US, Inc., et al., Debtors, No. 24-11836 (CTG)	(Bankr. D. Del.) (Feb. 2025) (ECF No. 786)	Counsel: \$1,595 - \$1,760 Associate: \$850 - \$1,485 Paralegal: \$350 - \$595 Litigation Support: \$510	\$1,750 - \$2,350
Willkie Farr & Gallagher LLP	In re Saks Global Enterprises LLC, et al., Debtors, No. 26-90103 (ARP)	(Bankr. S.D. Tex.) (Jan. 2026) (ECF No. 466)	Associate: \$1,150 - \$1,850 Law Clerk: \$925 Paraprofessional: \$485 - \$650	\$2,075 - \$2,795
	In re Vertex Energy, Inc., et al., Debtors, No. 24-90507 (CML)	(Bankr. S.D. Tex.) (Jan. 2025) (ECF No. 627-2)	Associate: \$1,325 - \$1,625 Law Clerk: \$625 Senior Paralegal: \$590 Paralegal: \$380	\$2,025 - \$2,500

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Wilmer Cutler Pickering Hale and Dorr LLP	In re 23andMe Holding Co., et al., Debtors, No. 25-40976	(Bankr. E.D. Mo.) (May 2025) (ECF No. 406)	Counsel: \$1,400 - \$1,600 Associate: \$825 - \$1,370 Paraprofessional: \$550 - \$820	\$1,600 - \$2,600
	In re Invivo Therapeutics Corp., et al., Debtors, No. 24-10137 (MFW)	(Bankr. D. Del.) (Jul. 2024) (ECF No. 282)	Counsel: \$1,360 Senior Paralegal: \$710	\$1,795
Wilson Sonsini Goodrich & Rosati, P.C.	In re Plenty Unlimited Texas LLC, et al., Debtors, No. 25-90105 (CML)	(Bankr. S.D. Tex.) (Apr. 2025) (ECF No. 198)	Counsel: \$1,085 - \$2,100 Associate: \$615 - \$1,380 Staff: \$260 - \$1,250	\$1,350 - \$2,545
	In re Potrero Medical, Inc., Debtor, No. 23-11900 (LSS)	(Bankr. D. Del.) (Mar. 2024) (ECF No. 200)	Associate: \$705 - \$1,090 Senior Paralegal: \$445	\$1,085 - \$1,400

Exhibit 13

Eagle Pharmaceuticals, Inc.

Condensed Consolidated Financial Statements

**As of June 30, 2025 and for the Three and
Six Month Periods Ended June 30, 2025 and 2024**

The report accompanying these financial statements was issued by BDO USA, P.C., a Virginia professional service corporation, is the U.S. member of BDO International Limited, a UK company limited by guarantee.





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Independent Auditor's Review Report

Board of Directors
Eagle Pharmaceuticals, Inc.
Woodcliff Lake, New Jersey

Results of Review of Interim Financial Information

We have reviewed the condensed consolidated financial statements of Eagle Pharmaceuticals, Inc. and subsidiaries (the Company), which comprise the condensed consolidated balance sheet as of June 30, 2025, and the related condensed consolidated statements of operations, changes in stockholders' (deficit) equity, and cash flows for the three and six month periods ended June 30, 2025 and 2024, and the related notes (collectively referred to as the interim financial information).

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying condensed interim financial information for it to be in accordance with accounting principles generally accepted in the United States of America.

Basis for Review Results

We conducted our reviews in accordance with auditing standards generally accepted in the United States of America (GAAS) applicable to reviews of interim financial information. A review of condensed interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. A review of condensed interim financial information is substantially less in scope than an audit conducted in accordance with GAAS, the objective of which is an expression of an opinion regarding the financial information as a whole, and accordingly, we do not express such an opinion. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our review. We believe that the results of the review procedures provide a reasonable basis for our conclusion.

Responsibilities of Management for the Interim Financial Information

Management is responsible for the preparation and fair presentation of the condensed interim financial information in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of interim financial information that is free from material misstatement, whether due to fraud or error.

Report on Condensed Consolidated Balance Sheet as of December 31, 2024

We have previously audited, in accordance with auditing standards generally accepted in the United States of America, the consolidated balance sheet of the Company as of December 31, 2024, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the year then ended (not presented herein); and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated July 24, 2025. In our opinion, the accompanying condensed consolidated balance sheet of the Company



as of December 31, 2024 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Substantial Doubt About the Entity's Ability to Continue as a Going Concern

The accompanying condensed consolidated financial statements have been prepared assuming the Company will continue as a going concern. As described in Note 2 to the condensed consolidated financial statements, the Company has suffered recurring losses from operations, experienced substantial negative decline in customer demand for one of the Company's key products, and has stated that substantial doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 2. The condensed consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

BDO USA, P.C.

Woodbridge, New Jersey

October 14, 2025

(in thousands, except share amounts)	June 30, 2025	December 31, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 20,240	\$ 15,882
Accounts receivable, net	78,640	108,373
Inventories	16,208	14,424
Prepaid expenses and other current assets	30,203	25,235
Total current assets	145,291	163,914
Property and equipment, net	202	342
Intangible assets, net	—	2,302
Deferred tax asset, net	—	41,006
Other assets	14,697	15,203
Total assets	\$ 160,190	\$ 222,767
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 30,840	\$ 37,537
Accrued expenses and other liabilities	100,227	94,567
Short-term liability related to sale of future revenue, net	41,669	—
Short-term debt, net	—	56,834
Total current liabilities	172,736	188,938
Long-term liability related to sale of future revenue, net	4,021	—
Other long-term liabilities	14,732	13,707
Total liabilities	191,489	202,645
Commitments and Contingencies		
Stockholders' (deficit) equity:		
Preferred stock, 1,500,000 shares authorized, and no shares issued or outstanding as of June 30, 2025 and December 31, 2024	—	—
Common stock, \$0.001 par value; 50,000,000 shares authorized; 17,934,849 and 17,800,419 shares issued; and 13,157,553 and 13,023,123 shares outstanding as of June 30, 2025 and December 31, 2024, respectively	18	18
Additional paid in capital	376,678	376,090
Accumulated other comprehensive loss	(1,112)	(1,112)
Accumulated deficit	(159,768)	(107,759)
Treasury stock, at cost, 4,777,296 as of June 30, 2025 and December 31, 2024	(247,115)	(247,115)
Total stockholders' (deficit) equity	(31,299)	20,122
Total liabilities and stockholders' (deficit) equity	\$ 160,190	\$ 222,767

(In thousands, except share and per share amounts)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Revenue:				
Product sales, net	\$ 35,963	\$ 33,401	\$ 61,518	\$ 76,828
Royalty revenue	12,746	13,136	24,458	27,494
Total revenue	48,709	46,537	85,976	104,322
Operating expenses:				
Cost of product sales	14,371	11,237	23,414	23,364
Research and development	11,284	11,882	26,910	26,280
Selling, general and administrative	20,640	28,012	41,300	57,085
Restructuring charge	—	—	—	2,364
Total operating expenses	46,295	51,131	91,624	109,093
Income (loss) from operations	2,414	(4,594)	(5,648)	(4,771)
Interest income	210	208	398	461
Interest expense	(3,483)	(1,708)	(5,163)	(3,945)
Other income (expense)	431	53	739	(899)
Total other expense, net	(2,842)	(1,447)	(4,026)	(4,383)
Loss before income taxes and equity in losses of equity method investment	(428)	(6,041)	(9,674)	(9,154)
Income tax (provision) benefit	(470)	1,389	(41,398)	668
Net loss before equity in losses of equity method investment	(898)	(4,652)	(51,072)	(8,486)
Equity in losses of equity method investment	(677)	(129)	(937)	(255)
Net loss	\$ (1,575)	\$ (4,781)	\$ (52,009)	\$ (8,741)
Loss per share attributable to common stockholders:				
Basic	\$ (0.12)	\$ (0.37)	\$ (3.98)	\$ (0.68)
Diluted	\$ (0.12)	\$ (0.37)	\$ (3.98)	\$ (0.68)
Weighted average number of common shares outstanding:				
Basic	13,107,677	12,970,360	13,053,387	12,943,983
Diluted	13,107,677	12,970,360	13,053,387	12,943,983

EAGLE PHARMACEUTICALS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' (DEFICIT) EQUITY (UNAUDITED)

(In thousands)	Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings (Deficit)	Total Stockholders' (Deficit)
	Number of Shares	Amount					
Balance as of March 31, 2025	17,935	\$ 18	\$ 375,774	\$ (247,115)	\$ (1,112)	\$ (158,193)	\$ (30,628)
Stock-based compensation expense	—	—	904	—	—	—	904
Net loss	—	—	—	—	—	(1,575)	(1,575)
Balance as of June 30, 2025	17,935	\$ 18	\$ 376,678	\$ (247,115)	\$ (1,112)	\$ (159,768)	\$ (31,299)

(In thousands)	Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings (Deficit)	Total Stockholders' Equity
	Number of Shares	Amount					
Balance as of March 31, 2024	17,787	\$ 18	\$ 373,046	\$ (247,115)	\$ (1,112)	\$ (98,056)	\$ 26,781
Stock-based compensation expense	—	—	1,077	—	—	—	1,077
Issuance of common stock related to vesting of restricted stock units, net	13	—	(37)	—	—	—	(37)
Net loss	—	—	—	—	—	(4,781)	(4,781)
Balance as of June 30, 2024	17,800	\$ 18	\$ 374,086	\$ (247,115)	\$ (1,112)	\$ (102,837)	\$ 23,040

EAGLE PHARMACEUTICALS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' (DEFICIT) EQUITY (UNAUDITED)

(In thousands)	Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings (Deficit)	Total Stockholders' (Deficit) Equity
	Number of Shares	Amount					
Balance as of December 31, 2024	17,800	\$ 18	\$ 376,090	\$ (247,115)	\$ (1,112)	\$ (107,759)	\$ 20,122
Stock-based compensation expense	—	—	608	—	—	—	608
Issuance of common stock related to vesting of restricted stock units, net	135	—	(20)	—	—	—	(20)
Net loss	—	—	—	—	—	(52,009)	(52,009)
Balance as of June 30, 2025	17,935	\$ 18	\$ 376,678	\$ (247,115)	\$ (1,112)	\$ (159,768)	\$ (31,299)

(In thousands)	Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings (Deficit)	Total Stockholders' Equity
	Number of Shares	Amount					
Balance as of December 31, 2023	17,709	\$ 18	\$ 372,693	\$ (247,115)	\$ (1,112)	\$ (94,096)	\$ 30,388
Stock-based compensation expense	—	—	1,639	—	—	—	1,639
Issuance of common stock related to vesting of restricted stock units, net	91	—	(246)	—	—	—	(246)
Net loss	—	—	—	—	—	(8,741)	(8,741)
Balance as of June 30, 2024	17,800	\$ 18	\$ 374,086	\$ (247,115)	\$ (1,112)	\$ (102,837)	\$ 23,040

(In thousands)	Six Months Ended June 30,	
	2025	2024
Cash flows from operating activities:		
Net loss	\$ (52,009)	\$ (8,741)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Deferred income taxes	41,037	(1,086)
Depreciation expense	78	147
Noncash operating lease expense related to right-of-use assets	702	794
Amortization expense of intangible assets	2,302	4,990
Amortization of inventory step-up	212	958
Provision for excess and obsolete inventory	2,441	(461)
Fair value adjustments on equity investment	—	547
Stock-based compensation expense	608	1,639
Loss on equity investment - Enalare	937	255
Amortization of sale of future revenue issuance cost	3,483	—
Amortization of debt issuance costs	200	530
Interest on loss on early extinguishment of debt	466	—
Other	75	—
Changes in operating assets and liabilities which provided (used) cash:		
Accounts receivable	29,733	28,929
Inventories	(4,437)	965
Prepaid expenses and other current assets	675	1,789
Accounts payable	(6,697)	5,222
Accrued expenses and other liabilities	6	(6,993)
Other assets and other long-term liabilities, net	(683)	(634)
Net cash provided by operating activities	19,129	28,850
Cash flows from investing activities:		
Purchase of property and equipment	(13)	(59)
Proceeds from sale of equipment	—	84
Proceeds from sale of investment in Syros Pharmaceuticals, Inc. ("Syros")	—	2,866
Net cash (used in) provided by investing activities	(13)	2,891
Cash flows from financing activities:		
Proceeds from revolving credit facility	—	15,000
Repayments of revolving credit facility	(25,000)	(25,000)
Employee withholding taxes related to stock-based awards	(20)	(246)
Payment of debt financing costs	—	(377)
Proceeds related to the sales of future revenue	69,000	—
Payment of issuance costs related to the sales of future revenue	(3,599)	—
Payment of debt related to the sale of future revenue	(22,639)	—
Payment of debt	(32,500)	(5,000)
Net cash used in financing activities	(14,758)	(15,623)
Net increase in cash and cash equivalents	4,358	16,118
Cash and cash equivalents at beginning of period	15,882	10,277
Cash and cash equivalents at end of period	\$ 20,240	\$ 26,395
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Income taxes, net	\$ 2,993	\$ 316
Interest	\$ 1,050	\$ 2,629
Non-Cash Disclosures:		
Right-of-use asset obtained in exchange for lease obligation associated with lease renewal	\$ 1,635	\$ —
Unpaid issuance costs related to the sales of future revenue	\$ 556	\$ —

1. Organization and Business

Eagle Pharmaceuticals, Inc. (the “Company”, or “Eagle”) is an integrated pharmaceutical company focused on finding ways to help medicines do more for patients. The Company and its collaborators have the capabilities to take a molecule from preclinical research through regulatory approval and into the marketplace, including development, manufacturing and commercialization. The Company's business model applies its scientific expertise, proprietary research-based insights and marketplace proficiency to identify challenging-to-treat diseases of the central nervous system or metabolic critical care therapeutic areas as well as in oncology. The Company's product portfolio consists of: (i) PEMFEXY® (pemetrexed for injection) (“PEMFEXY”), (ii) RYANODEX® (dantrolene sodium) (“RYANODEX”), (iii) BELRAPZO® (bendamustine hydrochloride ready-to-dilute (“RTD”) solution) (“BELRAPZO”), (iv) rapidly infused bendamustine hydrochloride RTD (“BENDEKA”), (v) bendamustine hydrochloride ready-to-dilute and rapidly infused RTD in Japan (“TREAKISYM”), (vi) BARHEMSYS® (amisulpride for injection) (“BARHEMSYS”), and (vii) BYFAVO® (remimazolam for injection) (“BYFAVO”).

The Company markets its products through a combination of marketing partners and its internal direct sales force. The Company markets PEMFEXY, RYANODEX, BELRAPZO, BARHEMSYS and BYFAVO, and the Company's marketing partner Teva Pharmaceutical Industries Ltd. (“Teva”) markets BENDEKA. SymBio Pharmaceuticals Limited (“SymBio”), markets TREAKISYM.

On March 14, 2025, the Company submitted a new drug application (“NDA”) for EA-114 with the U.S. Food and Drug Administration (“FDA”), with a PDUFA date of January 14, 2026. EA-114 is the Company's novel formulation of Faslodex® (fulvestrant), which is an estrogen receptor antagonist used in the treatment of hormone receptor positive advanced breast cancer for post-menopausal women whose disease has progressed following treatment with prior endocrine therapy.

In April 2025, the Company determined certain net assets related to the Acacia business, including its BARHEMSYS and BYFAVO products, met the criteria required to be classified as held-for-sale. The Company is conducting a process for potential sale of the Acacia assets that is expected to be completed within the next 12 months; however, there is no assurance that the Acacia assets will be sold. These certain net assets are not material to the Company's consolidated financial statements.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and pursuant to the rules and regulations of the U.S. Securities Exchange Commission (the “SEC”), including the accounts of Eagle and all of its subsidiaries for interim information. Accordingly, certain information and footnote disclosures required for complete financial statements are not included herein. The condensed consolidated balance sheet as of December 31, 2024 was derived from the audited financial statements for the fiscal year ended December 31, 2024, but certain information and footnote disclosures normally included in the Company's annual consolidated financial statements have been condensed or omitted. In the opinion of management, all adjustments (consisting only of normal recurring adjustments) necessary for the fair statement of the financial information for the interim periods reported have been made. Results of Operations for the three and six months ended June 30, 2025 are not necessarily indicative of the results for the year ending December 31, 2025 or any other interim period. These unaudited interim condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements for the year ended December 31, 2024.

All intercompany balances and transactions are eliminated upon consolidation. Material subsequent events are evaluated and disclosed through the report issuance date.

The Company manages its commercial operations through one operating segment, which also represents one reportable segment, see Note 18, “Segment Information”.

Significant Accounting Policies

The Company's significant accounting policies are described in the audited consolidated financial statements and the notes thereto. There have been no material changes in the Company's significant accounting policies during the three and six months ended June 30, 2025.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements. These estimates and assumptions can impact all elements of the Company's financial statements. The more significant estimates that are used when preparing the Company's financial statements include accounting for deductions from revenues including chargebacks, rebates, discounts, and returns related to sales, determining the cost of inventory that is sold, allocating cost in the form of depreciation, amortization, and estimating restructuring charges and the impact of contingencies, as well as determining uncertain tax positions and provisions for taxes on income. On the consolidated balance sheets, estimates are used in determining the valuation and recoverability of assets, and in determining the reported amounts of certain liabilities, all of which also impact the consolidated statements of operations. Certain estimates of fair value and amounts recorded in connection with acquisitions, revenue deductions, impairment reviews, restructuring-associated charges, investments and financial instruments, valuation allowances, contingencies, share-based compensation, financing liabilities and other calculations can result from a complex series of judgments about future events and uncertainties and can rely heavily on estimates and assumptions. Estimates are often based on complex judgments and assumptions that the Company believes to be reasonable, but that can be inherently uncertain and unpredictable. If estimates and assumptions are not representative of actual outcomes, results could be materially impacted. As future events and their effects cannot be determined with precision, estimates and assumptions may prove to be incomplete or inaccurate, or unanticipated events and circumstances may occur that might cause the Company to change those estimates and assumptions including, but not limited to, changes in the healthcare environment, competition, litigation, legislation, development of competing assets by the Company or others, regulatory actions, or product recalls or withdrawals. The Company regularly evaluates estimates and assumptions using historical experience and expectations about the future. The Company adjusts estimates and assumptions when facts and circumstances indicate the need for change. Actual results may differ from those estimates.

Contingencies

The Company is subject to numerous contingencies arising in the ordinary course of business and are uncertain by nature and estimation of such loss requires significant management judgment as to the probability of loss and estimation of such loss. Examples of the nature of contingencies include patent litigation, commercial and other asserted or unasserted matters, government investigations, and other matters. In assessing contingencies related to legal proceedings that are pending against the Company, or unasserted claims that are probable of being asserted, the Company records accruals for these contingencies to the extent that the Company concludes that a loss is both probable and reasonably estimable. Determination of whether a loss estimate can be made is a complex undertaking that considers the judgment of management, third-party research, the prospect of negotiation and interpretations by regulators and courts, among other information. If some amount within a range of loss appears to be a better estimate than any other amount within the range, the Company accrues that amount. Alternatively, when no amount within a range of loss appears to be a better estimate than any other amount, the Company accrues the lowest amount in the range. Related legal costs are expensed as incurred. The Company records receivables from third-party insurers up to the amount of the loss when recovery has been determined to be probable. Gain contingencies are not recognized until realized.

Going Concern

In accordance with Accounting Standards Codification ("ASC") 205-40, Going Concern, the Company has evaluated whether there are conditions and events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date the financial statements are issued.

This evaluation initially does not take into consideration the potential mitigating effect of management's plans that have not been fully implemented as of the date the financial statements are issued. When substantial doubt exists under this methodology, management evaluates whether the mitigating effect of its plans sufficiently alleviates substantial doubt about the Company's ability to continue as a going concern. The mitigating effect of management's plans, however, is only considered if both (i) it is probable that the plans will be effectively implemented within one year after the date that the financial statements are issued, and (ii) it is probable that the plans, when implemented, will mitigate the relevant conditions or events that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that these consolidated financial statements are issued.

The Company's ability to continue as a going concern is dependent on its ability to generate sufficient sales, profitability, and liquidity to meet the Company's operating obligations to support Company initiatives and legal matters. The Company had incurred operating losses for the last two years and continued to incur operating losses in 2025. As of the financial statement issuance date, the Company's cash and cash equivalents has significantly deteriorated from June 30, 2025.

In addition, beginning in late August of 2025, increased competitive market dynamics indicated a substantial negative change in the Company's market share and customer demand for PEMFEXY. As a result, the Company has increased its reserve for potential inventory spoilage for products primarily manufactured in the second quarter of 2025, and anticipates a reduction of forecasted funds from future sales of PEMFEXY and the Company does not believe that its projected levels of liquidity will be sufficient to maintain its current operating obligations. These conditions raise substantial doubt regarding the Company's ability to continue as a going concern for a period of at least one year from the date of issuance of these unaudited interim financial statements.

Management has considered various initiatives to mitigate these conditions. Subject enrollment in the Company's CAL02 study has been suspended while specific modifications to the study protocol were submitted for review to the U.S. Food and Drug Administration ("FDA"), the Company is simultaneously evaluating strategic alternatives for this program. In addition, the Company is evaluating a range of potential financing and other alternatives to strengthen its liquidity position and capital structure, implementing additional initiatives aimed to reduce operating costs and filing for refunds on its federal and state tax returns. In connection with this process and during the quarter ended June 30, 2025, the Company has determined certain net assets related to the Acacia business, including its BARHEMSYS and BYFAVO products, have met the criteria required to be classified as held-for-sale. However, the Company may not be able to execute any such transactions or financing in a timely manner, or at all. If the Company is unable to secure additional funds in the very near term, it will need to further curtail or cease operations.

The accompanying unaudited condensed consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the ordinary course of business. The unaudited condensed consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might result from the outcome of the uncertainties described above.

Recently Issued Financial Accounting Standards

Accounting pronouncements issued but not adopted as of June 30, 2025

In November 2024, the FASB issued ASU 2024-03, Disaggregation of income statement expenses (Topic 220) which requires disaggregated disclosure of income statement expenses. The ASU does not change the expense captions an entity presents on the face of the income statement; rather, it requires disaggregation of certain expense captions into specified categories in disclosures within the footnotes to the financial statements. The new guidance is effective for public business entities ("PBEs") in the annual period beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. The new guidance is not applicable to non-PBEs. The Company is currently assessing the impact that this standard will have on its consolidated financial statements upon adoption.

In December 2023, the FASB issued ASU No. 2023-09, Improvements to Income Tax Disclosures (Topic 740). This ASU requires additional disclosures related to the rate reconciliation table for income taxes and disclosure of income taxes paid disaggregated by jurisdiction. The guidance is effective for PBEs on a prospective basis for fiscal years beginning after December 15, 2024, with early adoption permitted. The guidance is effective for non-PBEs for fiscal years beginning after December 15, 2025, with early adoption permitted. The Company plans to adopt this ASU for the fiscal year ending December 31, 2025. The Company is currently assessing the impact that this standard will have on its consolidated financial statements upon adoption.

3. Revenue Recognition

The following table provides the disaggregation the Company's product sales, net by product:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
(In thousands)				
BENDEKA	\$ 3,748	\$ 1,450	\$ 4,932	\$ 5,471
BELRAPZO	4,886	1,001	6,995	2,936
RYANODEX	11,529	8,763	20,581	17,694
PEMFEXY	13,505	20,702	24,834	48,062
BARHEMSYS	1,555	1,259	2,724	2,271
Other	740	226	1,452	394
Product sales, net	<u>\$ 35,963</u>	<u>\$ 33,401</u>	<u>\$ 61,518</u>	<u>\$ 76,828</u>

The following table provides a summary roll-forward of the Company's net product revenue allowances and related reserves for the six months ended June 30, 2025 on the consolidated balance sheet:

(In thousands)	Chargebacks	Commercial Rebates	Medicaid Rebates	Product Returns	Wholesaler Fees and Other Incentives	Total
Balance at December 31, 2024	\$ 6,935	\$ 38,174	\$ 1,502	\$ 6,305	\$ 15,413	\$ 68,329
Provisions / Adjustments	48,909	46,975	2,803	742	16,708	116,137
Charges processed / Payments	(46,918)	(34,935)	(2,020)	(690)	(20,322)	(104,885)
Balance at June 30, 2025	<u>\$ 8,926</u>	<u>\$ 50,214</u>	<u>\$ 2,285</u>	<u>\$ 6,357</u>	<u>\$ 11,799</u>	<u>\$ 79,581</u>

Such net product revenue allowances and reserves are included within accounts receivable, net and accrued expenses and other current liabilities within the Company's consolidated balance sheets.

Total revenue and accounts receivable broken down by major customers as a percentage of the total revenue and accounts receivable are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Total Revenues				
Teva - <i>Commercial Partner</i>	33 %	30 %	34 %	31 %
Customer A	35 %	33 %	33 %	33 %
Customer B	12 %	19 %	13 %	18 %
Customer C	8 %	9 %	9 %	9 %
Customer D	10 %	7 %	9 %	8 %
Other	2 %	2 %	2 %	1 %
	<u>100 %</u>	<u>100 %</u>	<u>100 %</u>	<u>100 %</u>

	June 30,	December 31,
	2025	2024
Accounts Receivable Concentration		
Teva - <i>Commercial Partner</i>	15 %	14 %
Customer A	47 %	53 %
Customer B	12 %	13 %
Customer C	11 %	7 %
Customer D	14 %	12 %
Other	1 %	1 %
	<u>100 %</u>	<u>100 %</u>

During the three and six months ended June 30, 2025 and for the year ended December 31, 2024, additions to the allowance for credit losses, write-offs and recoveries of customer receivables were not material to the Company's consolidated financial statement. As of June 30, 2025 and December 31, 2024 the allowance for credit losses was \$0.2 million.

4. Fair Value Measurements

U.S. GAAP establishes a framework for measuring fair value under generally accepted accounting principles and enhances disclosures about fair value measurements. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes the following fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value:

- Level 1: Quoted prices in active markets for identical assets or liabilities.
- Level 2: Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The fair value of interest-bearing cash, cash equivalents, accounts receivable and accounts payable approximate fair value due to their life being short term in nature, and are classified as Level 1 for all periods presented.

A summary of the fair value of the Company's recurring assets and liabilities aggregated by the level in the fair value hierarchy within which those measurements fall as of June 30, 2025:

(In thousands)	Total	Level 1	Level 2	Level 3
Assets:				
Cash and cash equivalents				
Money market funds	\$ 17,293	\$ 17,293	\$ —	\$ —
Total	<u>\$ 17,293</u>	<u>\$ 17,293</u>	<u>\$ —</u>	<u>\$ —</u>

A summary of the fair value of the Company's recurring assets and liabilities aggregated by the level in the fair value hierarchy within which those measurements fall as of December 31, 2024:

(In thousands)	Total	Level 1	Level 2	Level 3
Assets:				
Cash and cash equivalents				
Money market funds	\$ 11,863	\$ 11,863	\$ —	\$ —
Total	<u>\$ 11,863</u>	<u>\$ 11,863</u>	<u>\$ —</u>	<u>\$ —</u>

The Company recognizes transfers between levels within the fair value hierarchy, if any, at the end of each quarter. There were no transfers in or out of Level 1, or Level 3 during the three months ended June 30, 2025 and the year ended December 31, 2024.

5. Inventories

The Company's inventory balances consisted of the following:

(In thousands)	June 30, 2025	December 31, 2024
Raw and packaging materials	\$ 3,832	\$ 8,885
Work-in-process	6,032	3,133
Finished products	6,344	2,406
Total inventories	<u>\$ 16,208</u>	<u>\$ 14,424</u>

6. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following:

(In thousands)	June 30, 2025	December 31, 2024
Advances to commercial manufacturers	\$ 1,982	\$ 2,281
Prepaid FDA user fee and advances to clinical research organizations	664	1,830
Prepaid insurance	778	705
Prepaid income taxes	9,704	9,051
Prepaid research and development	658	1,226
Litigation insurance reimbursement	9,870	4,227
Advanced chargeback	1,611	1,538
Other	4,936	4,377
Total prepaid expenses and other current assets	<u>\$ 30,203</u>	<u>\$ 25,235</u>

7. Other Noncurrent Assets

Other noncurrent assets consisted of the following:

(In thousands)	June 30, 2025	December 31, 2024
Lease assets	\$ 5,126	\$ 4,193
Prepaid research and development	3,999	4,526
Investment in Enalare	4,630	5,567
Other	942	917
Total other noncurrent assets	<u>\$ 14,697</u>	<u>\$ 15,203</u>

8. Property and Equipment, net

Property and equipment consisted of the following:

(In thousands)	June 30, 2025	December 31, 2024	Estimated Useful Life (years)
Furniture and fixtures	\$ 1,198	\$ 1,198	7
Office equipment	1,077	1,077	5
Equipment	3,350	3,572	5
Leasehold improvements	1,155	1,155	4
	<u>6,780</u>	<u>7,002</u>	
Less: accumulated depreciation	(6,578)	(6,660)	
Total property and equipment, net	<u>\$ 202</u>	<u>\$ 342</u>	

Depreciation expense was \$61 thousand and \$73 thousand for the three months ended June 30, 2025 and 2024, respectively and \$78 thousand and \$147 thousand for the six months ended June 30, 2025 and 2024, respectively.

9. Intangible Assets

The Company had one intangible asset that was not fully amortized as of December 31, 2024. It represents a one-time payment made to reduce the royalties payable to a third party on Ryanodex net sales. The intangible asset was fully amortized by June 30, 2025. Amortization expense was \$1.2 million and \$2.5 million for the three months ended June 30, 2025 and 2024, respectively and \$2.3 million and \$5.0 million for the six months ended June 30, 2025 and 2024, respectively.

10. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consist of the following:

(In thousands)	June 30, 2025	December 31, 2024
Accrued product sales reserves.....	\$ 63,969	\$ 54,076
Accrued litigation settlement.....	16,000	18,363
Accrued salary and other compensation.....	4,035	6,144
Accrued professional fees.....	5,073	4,167
Royalties payable to commercial partners.....	2,235	3,400
Accrued research & development.....	3,652	3,335
Inventory received but not invoiced.....	3,011	1,618
Current portion of lease liability.....	1,296	1,236
Income taxes payable.....	103	1,680
All other.....	853	548
Total accrued expenses and other liabilities.....	<u>\$ 100,227</u>	<u>\$ 94,567</u>

11. Other Long-Term Liabilities

Other long-term liabilities consisted of the following:

(In thousands)	June 30, 2025	December 31, 2024
Deferred tax liability.....	\$ 7,282	\$ 7,252
Lease liabilities.....	4,036	3,270
Other long-term liabilities.....	3,414	3,185
Total other long-term liabilities.....	<u>\$ 14,732</u>	<u>\$ 13,707</u>

12. Debt

Third Party Debt Agreements

Third Amended and Restated Credit Agreement

On November 1, 2022, the Company entered into the Third Amended and Restated Credit Agreement (the “Amended Credit Agreement”), with JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”) and the lenders party thereto, which was terminated as of March 31, 2025, as described below. The Credit Agreement included a \$50.0 million term loan facility (the “Revolving Credit Facility”) and a \$100.0 million revolving credit facility. On the effective date of the Credit Agreement, the Company borrowed \$50.0 million under the term loan facility and \$15.0 million under the Revolving Credit Facility. All amounts outstanding under the Credit Agreement were to become due and payable on October 31, 2025, unless otherwise accelerated or extended pursuant to the terms of the Credit Agreement.

During 2024, the Company entered into several waiver and amendment agreements with respect to the Amended Credit Agreement, which subjected the Company to certain additional restrictive and affirmative covenants.

During the first quarter of 2025, the Company repaid, in full, all amounts outstanding under the Amended Credit Agreement, which included \$32.5 million under the term loan and \$25.0 million under the revolving loans. In connection with the repayment the Amended Credit Agreement was terminated and may no longer be utilized for borrowings. The Company recognized a loss on early extinguishment of debt of \$0.5 million, representing the

difference between the carrying amount of the loans outstanding under the Credit Agreement and the settlement amount paid. This loss was included within interest expense in the consolidated statements of operations.

Interest Expense

The following table sets forth interest expense recognized related to the Company's debt for the three and six months ended June 30, 2025 and 2024:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Contractual interest expense	\$ —	\$ 1,599	\$ 1,014	\$ 3,415
Loss on early extinguishment of debt	\$ —	\$ —	\$ 466	\$ —
Amortization of deferred financing	\$ —	\$ 109	\$ 200	\$ 530

The Company recognized amortization of deferred financing costs on a straight-line basis.

13. Blue Owl Transaction

On March 31, 2025, the Company entered into a royalty purchase agreement (the "Blue Owl Agreement") with an entity affiliated with Blue Owl Capital Inc. ("Blue Owl"), pursuant to which the Company sold a royalty interest related to U.S. net sales of BENDEKA, which is marketed by the Company's commercial partner Cephalon, Inc., a subsidiary of Teva Pharmaceutical Industries Ltd. Under the terms of the Blue Owl Agreement, the Company received an upfront payment of \$69.0 million before transaction costs of \$4.2 million, in exchange for (i) the first \$11.1 million of the Company's royalty interest for net sales of BENDEKA for the quarter ending December 31, 2024, and (ii) 100% of the Company's royalty interest thereafter, up to an aggregate cap of up to 1.3 times the purchase price, depending on when the royalty cap is achieved. After the cap is achieved, all future royalty payments from net sales of BENDEKA will revert back to the Company.

The Blue Owl Agreement did not impact the Company's revenue recognition policies related to its royalty interest in sales of BENDEKA. Rather, the arrangement was accounted for as a financing transaction. Accordingly, the Company recognized a \$53.7 million financing liability as of March 31, 2025.

The liability is being amortized using the effective interest method, with imputed interest expense recognized over the term of the arrangement. The difference between the total expected payments to Blue Owl and the initial proceeds received is recognized as interest expense over the estimated term of the liability. The estimate of the total expected payments is based on projected royalty payments and is subject to periodic re-evaluation. Any changes in estimated future payments will result in a prospective adjustment to the effective interest rate. At execution, the Company estimated the effective annual interest rate to be 33.3%. This estimate contained significant assumptions that impact both the amount recorded at execution and the interest expense that will be recognized over the life of the Blue Owl Agreement. To the extent the amount or timing of such payments is materially different from the original estimates, an adjustment will be recorded prospectively to increase or decrease the interest expense. There are a number of factors that could materially affect the amount and timing of royalty payments and, correspondingly, the amount of interest expense recorded by the Company, most of which are not under the Company's control. Such factors include, but are not limited to, changing standards of care, the initiation of competing products, manufacturing or other delays, generic competition, intellectual property matters, adverse events that result in government health authority imposed restrictions on the use of products, and other events or circumstances that are not currently foreseen. Changes to any of these factors could result in increases or decreases to both royalty revenue and interest expense related to the sale of future revenue.

As of June 30, 2025, the carrying value of the royalty financing liability was \$45.7 million of which \$4.0 million was recorded as a long-term liability related to sale of future revenue, net on the condensed consolidated balance sheet as of June 30, 2025. As the transaction was entered into on March 31, 2025, minimal interest was recognized during the first quarter of 2025. The Company recognized \$3.5 million of interest during the three and six months ended June 30, 2025.

14. Common Stock and Stock-Based Compensation

Common Stock Delisting

On November 15, 2024, the Company notified The Nasdaq Stock Market, LLC (“Nasdaq”) of its intent to file its own Form 25 (Notification of Removal of Listing) with the SEC to complete the previously disclosed process to delist the Company’s common stock from the Nasdaq Global Market in advance of Nasdaq’s anticipated filing of a Form 25 with the SEC. This followed the suspension of the Company’s common stock from trading on Nasdaq as of October 3, 2024, pursuant to a final delisting notice sent to the Company by the Listing Qualifications Department of Nasdaq due to the Company’s inability to regain compliance with Nasdaq Listing Rule 5250(c)(1). The Company filed a Form 25 with the SEC on November 26, 2024 and subsequently filed a Form 15 (Certification and Notice of Termination of Registration Under Section 12(G) of the Securities Exchange Act of 1934 or Suspension of Duty to File Reports Under Sections 13 and 15(d) of the Securities Exchange Act of 1934) which together served to deregister the Company’s common stock under Section 12(b) and 15(d) of the Securities Exchange Act of 1934, as amended. The Company’s common stock has traded on the OTC Expert Market since October 4, 2024.

Stockholder Rights Agreement

On October 30, 2024, the Company’s board of directors declared a dividend of one preferred share purchase right to purchase one-thousandth of one share of the Company’s newly designated preferred shares for each outstanding share of the Company’s common stock to the stockholders of record as of the close of business on November 11, 2024, and adopted a limited duration stockholder rights plan (the “Rights Plan”), effective immediately, as set forth in the Rights Agreement, dated as of October 30, 2024, by and between the Company and Equiniti Trust Company, LLC, as rights agent (the “Rights Agreement”). In general terms, the Rights Agreement is designed to impose a penalty upon any person or group that acquires beneficial ownership of 10% (15% in the case of a passive institutional investor) or more of the outstanding shares of the Company’s common stock without the approval of the Company’s board of directors. On December 2, 2024, the Company entered into Amendment No. 1 to the Rights Agreement to make certain technical amendments to the rights and obligations of the Company’s board of directors to administer and make determinations with respect to the Rights Agreement and the rights issued thereunder. On March 21, 2025, the Company’s board of directors approved Amendment No. 1 to the Rights Agreement to increase the initial purchase price of each preferred share purchase right issued under the Rights Plan from \$10.00 to \$20.00, effective immediately. The Rights Plan otherwise remains unmodified and in full force and effect in accordance with its terms.

Stock-Based Compensation

A summary of stock option, RSU and PSU activity during the six months ended June 30, 2025 and June 30, 2024 is presented below:

	Stock Options	RSUs	PSUs
Outstanding as of December 31, 2023	2,681,022	377,687	294,600
Granted	—	—	—
Stock options exercised/RSUs vested/PSUs vested	—	(114,322)	(20,450)
Forfeited	(74,325)	(38,433)	(205,350)
Expired	(15,284)	—	—
Outstanding as of June 30, 2024	2,591,413	224,932	68,800
Outstanding as of December 31, 2024	2,497,913	136,059	168,800
Granted	1,156,727	—	50,000
Stock options exercised/RSUs vested/PSUs vested	—	(57,950)	—
Forfeited	(17,959)	(19,478)	(23,400)
Expired	(229,392)	—	—
Outstanding as of June 30, 2025	3,407,289	58,631	195,400

Stock Options

In March 2025, the Company's board of directors approved a plan to reset the exercise price of approximately 1.4 million options, representing all outstanding options held by then-current employees, directors and other service providers. The exercise price was reduced from the original exercise price to the current estimated fair value of the Company's stock of \$1.69 as estimated with the assistance of a third-party valuation. The \$1.69 price was derived by weighting the current value method and secondary market at 90% and 10%, respectively. Additionally, 345,287 of the options were further modified to increase their exercisability term by three years. As a condition of the modification, option holders may not exercise options using the revised prices until one year following the modification. Because the options were significantly out of the money, this one-year period is presumed to be an additional derived service period. The cost of this modification resulted in incremental cost of \$1.1 million that the Company will recognize as additional expense over the next one-year service period.

There were an additional 1,230,400 new options granted in the first quarter of 2025 at an estimated grant date fair value of \$1.6 million which will be recognized as expense over the requisite service periods of 3-4 years. No options were granted for the three months ended June 30, 2025, nor for the three and six months ended June 30, 2024.

The fair value of stock options granted to employees, directors, and consultants was estimated using the following assumptions:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Risk-free interest rate	—% - —%	—% - —%	4.12	—% - —%
Volatility	—%	—%	93.50%	—%
Expected term (in years)	0.00 years	0.00 years	5.39 years	0.00 years
Expected dividend yield	0.0%	0.0%	0.0%	0.0%

PSUs

During the first quarter of 2025, the Company granted 50,000 performance based ("Milestone") PSUs with a grant date fair value of \$1.69 per PSU. The Milestone PSUs vest as follows: 50% of the PSUs will vest on the 60th

day following achievement of the Performance Goal (as defined below) and the remaining 50% of the PSUs will vest on the one-year anniversary of the date of achievement of the Performance Goal. The “Performance Goal” means achievement of both of the following two conditions on or before June 30, 2026, as determined by the Board: (1) the Company has filed all periodic reports covering all fiscal periods required to be filed with the U.S. Securities and Exchange Commission prior to such date which the Company’s board of directors may, at its option, certify the achievement of on the basis of the Company’s filing and effectiveness of one or more registration statements or reports which cover all financial information required by the SEC as of such date or dates, which the Company’s board of directors may, at its option, certify the achievement of on the basis of the Company’s filing and effectiveness of one or more registration statements or reports which cover all financial information required by the SEC as of such date or dates, and (2) the Company’s common stock is listed on The Nasdaq Stock Market LLC, the NYSE American, or the New York Stock Exchange (or any successors to any of the foregoing). The contractual term of these awards is through June 2026. All vesting is subject to the recipient remaining in continuous service (as defined in the 2014 Plan) through the vesting date, provided that vesting will accelerate in full upon a change in control (as defined in the 2014 Plan). The fair value of Milestone PSUs granted was estimated based on a 409A valuation performed by the Company with the assistance of an independent valuation specialist. As of June 30, 2025, the Company has not recognized any stock-based compensation expense related to the Milestone PSUs given that achievement of the Performance Goal was deemed improbable.

The Company recognized stock-based compensation in its condensed consolidated statements of operations for the three and six months ended June 30, 2025 and 2024 as follows:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Stock options	\$ 462	\$ 351	\$ 809	\$ 1,214
RSUs	269	449	621	1,602
PSUs	104	207	(960)	(1,316)
Time Vesting Common Stock	69	70	138	139
Stock-based compensation expense	<u>\$ 904</u>	<u>\$ 1,077</u>	<u>\$ 608</u>	<u>\$ 1,639</u>
Selling, general and administrative	\$ 590	\$ 656	\$ (52)	\$ 637
Research and development	314	421	660	1,002
Stock-based compensation expense	<u>\$ 904</u>	<u>\$ 1,077</u>	<u>\$ 608</u>	<u>\$ 1,639</u>

15. Related Parties

The Company executed a promissory note with an employee (“Borrower”) in May 2018 for \$0.6 million. The promissory note was amended and restated effective in May 2019 and was further amended and restated effective in November 2020 and May 2022 (as so amended, the “Promissory Note”). The Borrower made two payments of \$0.1 million in 2020 and 2021. Under the terms of the Promissory Note, the Borrower promised to repay the Company a principal payment of \$0.4 million together with all accrued and unpaid interest. The maturity date of the Promissory Note was the earliest of the following: (i) January 15, 2025, (ii) ninety days after the earlier of the resignation by Borrower of his employment with the Company or the termination of the Borrower’s employment for any or no reason whatsoever, or (iii) any event of default as described in the Promissory Note.

As of June 30, 2025 and December 31, 2024, the outstanding balance, including interest, of the Promissory Note was \$0.2 million and \$0.4 million, which was recorded in prepaid expenses and other current assets and other assets on the Company’s consolidated balance sheets, respectively.

16. Legal Proceedings

In addition to the below legal proceedings, from time to time, the Company is party to litigation or other proceedings and subject to claims incident to the ordinary course of business. Unless otherwise noted below, the Company is not presently a party to any litigation the outcome of which, the Company believes, if determined

adversely to the Company, would individually, or taken together, have a material adverse effect on its business, operating results, cash flows, or financial condition. The Company may receive unfavorable preliminary or interim rulings in the course of litigation, and there can be no assurances that favorable final outcomes will be obtained. Regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources and other factors. With respect to the specific legal proceedings and claims described below, unless otherwise noted, the amount or range of possible losses is not reasonably estimable. Any adverse outcome in these matters could expose the Company to substantial damages or penalties that may have a material adverse impact on the Company's operations and cash flows.

Patent Litigation

Teva Pharmaceuticals Int'l GmbH et al v. BendaRX Corp. - (BENDEKA)

The Company, Cephalon, LLC, and/or Teva Pharmaceuticals International GMBH (together, "Patentees") filed two suits against BendaRX Corp. ("BendaRX") on May 4, 2023 and June 9, 2023 in the District of Delaware (together, the "BendaRX Delaware Actions"). Patentees originally asserted that BendaRX's submission of NDA No. 215291 to FDA for the approval of a bendamustine generic infringes claims of U.S. Patent Nos. 8,436,190, 8,445,524, 8,609,863, 8,669,279, 8,791,270, 8,883,836, 8,895,756, 9,533,955, 9,572,887, 8,076,366, and 8,461,350. On February 27, 2025, the parties stipulated to the dismissal of the '270, '863, '756 and '350 Patents. The Patentees seek, *inter alia*, an injunction enjoining BendaRX from marketing its product, if approved, before the expiration of the asserted patents.

Patentees also filed suit against BendaRX USA Corp. ("BendaRX USA") in the Eastern District of Virginia on the same grounds as the BendaRX Delaware Actions on June 16, 2023 (the "BendaRX Virginia Action").

On June 23, 2023, BendaRX filed a motion to dismiss the BendaRX Delaware Actions, seeking a dismissal on all patents for lack of jurisdiction. Following briefing, on February 7, 2024 in the District of Delaware actions, the parties stipulated to the substitution of BendaRX USA for BendaRX. The parties further stipulated that BendaRX would be bound by the judgment of the court in the actions and that BendaRX's motion to dismiss be denied as moot. The court entered the stipulation on February 9, 2024. On March 26, 2024, Patentees moved to transfer the BendaRX Virginia Action to the District of Delaware, which was granted on March 27, 2024. The case was subsequently consolidated with the District of Delaware lawsuits on April 15, 2024.

On February 25, 2025, the parties stipulated to stay the case and vacate all case deadlines pending the submission of BendaRX's complete response to a Complete Response Letter it received from the FDA regarding its NDA. The Court ordered the stay on March 4, 2025. The parties are to meet and confer and file a joint letter addressing whether the stay should be lifted within five days of BendaRX submitting its complete response to the FDA.

Eagle Pharmaceuticals, Inc. v. Slayback Pharma Limited Liability Company, Apotex, Inc. and Apotex Corp.,

Celerity Pharmaceuticals, LLC, and Baxter Healthcare Corp. - (BELRAPZO)

The Company filed suit against Slayback Pharma LLC ("Slayback") in the United States District Court for the District of Delaware on August 31, 2021 alleging infringement of U.S. Patent No. 11,103,483 seeking, *inter alia*, injunctions enjoining Slayback from marketing their infringing bendamustine products. On the same day, the Company filed suit against Apotex Inc. and Apotex Corp. ("Apotex") in the same court alleging infringement on the same patent and seeking the same remedies. On January 11, 2022, the Company filed suit against Celerity Pharmaceuticals LLC ("Celerity") in the same court alleging infringement of the same patent and seeking the same remedies.

On September 29, 2022, trial was held in the suit against Slayback and Apotex, and on October 25, 2022, the Court entered a judgment of non-infringement with respect to Slayback and Apotex. In light of the Slayback and Apotex decisions, the Company stipulated that Celerity did not infringe the asserted patent on October 28, 2022, but preserved its right to appeal the Slayback and Apotex decisions.

The Company filed a notice of appeal of the Slayback and Apotex decisions on October 26, 2022. Following briefing by the parties, the United States Court of Appeals affirmed the judgment of the lower court on January 16, 2023.

The Company filed new suits in the United States District Court for the District of Delaware on January 17, 2024 against Slayback, Apotex and Baxter Healthcare Corp. (“Baxter”), who now owns the NDA formerly owned by Celerity referencing the Company’s BELRAPZO. The Company alleges infringement of U.S. Patent Nos. 11,844,783 and 11,872,214 and seeks, inter alia, damages for lost profits and/or a reasonable royalty and injunctions enjoining Slayback, Apotex and Baxter from selling their infringing bendamustine products.

On April 9, 2024, Apotex filed a Motion for Judgment on the Pleadings seeking a judgment of non-infringement for all asserted claims. Following briefing, the Court *sua sponte* dismissed Apotex’s Motion as moot following the Company’s filing of an Amended Complaint on April 26, 2024.

The Court issued a Scheduling Order on June 10, 2024 coordinating the cases against Slayback, Apotex and Baxter.

On January 17, 2025, the Company filed additional complaints against all three defendants to add newly issued U.S. Patent No. 12,138,248 to the litigation. The Court held a consolidated claim construction hearing on January 30, 2025, and issued a claim construction Order on January 31, 2025.

On June 27, 2025, the Court issued an Amended Scheduling Order. Under the Amended Scheduling Order, fact discovery closes December 5, 2025 and expert Discovery closes May 1, 2026. Separate five-day jury trials are scheduled for each matter with Apotex beginning December 14, 2026, Slayback beginning May 17, 2027, and Baxter beginning September 13, 2027.

Eagle Pharmaceuticals, Inc. v. Accord Healthcare Inc., Accord Healthcare Ltd., and Intas Pharmaceuticals Ltd. - (BELRAPZO)

The Company filed a suit against Accord Healthcare Inc., Accord Healthcare Ltd., and Intas Pharmaceuticals Ltd (“Accord”) in the United States District Court in the Eastern District of North Carolina on February 16, 2024 asserting that Accord’s submission of NDA No. 216987 to FDA for the approval of a bendamustine generic infringes claims of U.S. Patent Nos. 11,844,783 and 11,872,214. On November 20, 2024, the parties informed the Court that they had reached a settlement agreement and stipulated to the dismissal of the litigation.

Eagle Pharmaceuticals, Inc. v. Dr. Reddy’s Laboratories, Inc. and Dr. Reddy’s Laboratories, LLC (collectively, “DRL”) – (BELRAPZO)

The Company filed suit against DRL in the United States District Court for the District of New Jersey on February 2, 2024 asserting that DRL’s submission of NDA No. 219014 to FDA for the approval of a bendamustine generic infringes claims of U.S. Patent Nos. 11,844,783 and 11,872,214. The Court entered a Scheduling Order on November 8, 2024. Briefing on claim construction was completed on June 3, 2025.

On August 1, 2025, Eagle filed an Amended Complaint adding newly issued U.S. Patent No. 12,138,248 to the case. On September 12, 2025, DRL filed its Answer to the Amended Complaint.

Eagle Pharmaceuticals, Inc. & SymBio Pharmaceuticals Ltd. v. Towa Pharmaceutical Co., Ltd.; Eagle Pharmaceuticals, Inc. & SymBio Pharmaceuticals Ltd. v. Pfizer Japan Inc. - (TREAKISYM)

The Company, together with its exclusive licensee SymBio Pharmaceuticals Ltd. (“SymBio”), initiated lawsuits in the Tokyo District Court against Towa Pharmaceutical Co., Ltd. (“Towa”) on December 16, 2022 and against Pfizer Japan Inc. (“Pfizer Japan”) on December 26, 2022 asserting that their generic bendamustine products infringe the Company’s Japanese Patent No. 6570601 for TREAKISYM injection solution 100 mg/4mL (bendamustine hydrochloride hydrate). In their complaint, the Company and SymBio sought remedies that include an injunction against the manufacture or sale of Towa and Pfizer Japan’s generic products and compensation for damages.

On September 30, 2024, the Company and Towa reached a settlement agreement and the Court closed the proceedings.

In the Pfizer Japan infringement action, a first hearing occurred before the Tokyo District Court on April 25, 2023, in which the Court determined a timetable for the case. The parties gave a technical presentation before the judges on December 13, 2023, and the court confidentially provided its view on infringement and validity on January 15, 2024. The court held conferences to discuss settlement with the parties on March 26, 2024, May 13, 2024, July 1, 2024 and September 9, 2024. On November 6, 2024, the Company waived its claims against Pfizer Japan, and the Court closed the proceedings.

Acacia Pharma Ltd., et al. v. Galenicum Health S.L.U. – (BYFAVO)

The Company filed suit against Galenicum Health S.L.U. on January 3, 2025 in the U.S. District Court for the District of Delaware asserting that Galenicum’s submission of its ANDA No. 219794 infringed U.S. Patent Nos. 9,561,236 and 9,827,251. Galenicum filed its Answer to the Complaint on June 25, 2025 and asserted no Counterclaims.

On July 23, 2025, the Court ordered a Scheduling Conference to be held on September 15, 2025. No Scheduling Order has been entered and no trial date set.

Other Matters

In Re: Taxotere (Docetaxel)

Beginning in May 2022, the Company was named as a defendant, among various other manufacturers, in several product liability suits that are consolidated in the United States District Court for the Eastern District of Louisiana as part of a multi-district litigation 3023 (Civil Action No 22-1347 H(5)). The claims are for personal injuries allegedly arising out of the use of docetaxel. As of June 30, 2025, discovery in the suits against the Company has been stayed while other suits chosen as bellwethers proceed. On December 5, 2022, the Court granted defendants’ motions to dismiss plaintiffs’ fraudulent misrepresentation and fraudulent concealment claims, but allowed plaintiffs’ claims for products liability, negligence and negligent misrepresentation to move forward. Document discovery was completed on February 15, 2024. On March 28, 2024, the Court entered an order identifying bellwether cases which did not include a case naming Eagle as a defendant. All non-bellwether actions, including those in which Eagle has been named as a defendant, have been stayed while the bellwether cases proceed through litigation and to trial. The Company intends to defend the suits vigorously. The Company cannot predict with any degree of certainty the outcome of the suits or determine the extent of any potential liability or damages, nor can it provide an estimate of the possible loss or range of loss. While it is not feasible to predict the outcome of this litigation with certainty, the Company maintains insurance that covers exposure related to products liability matters, the Company does not believe this matter should have a material adverse impact on the Company’s operations and cash flows.

Curia’s Claims in Arbitration and Litigation

On January 23, 2023, Curia Global, Inc. (“Curia”) filed a demand for arbitration against the Company with the American Arbitration Association (the “Arbitration”). Curia made claims for breach of contract, account stated and breach of the implied covenant of good faith and fair dealing arising from the parties’ supply agreement relating to the vasopressin (now discontinued) product. Curia originally sought damages in excess of \$76.7 million and later increased the amount of damages sought to more than \$90.0 million. On March 10, 2023, the Company responded to the demand denying the allegations and asserting counterclaims for breach of contract, unjust enrichment, breach of the implied covenant of good faith and fair dealing, and a declaration that the supply agreement for the vasopressin product is terminated. On February 28, 2023, Curia and its subsidiary Curia New Mexico, LLC filed an action against the Company in New York State Court, making claims for breach of contract and account stated arising from the parties’ supply agreement relating to the PEMFEXY product (the “NY Action”) in which Curia sought damages in excess of \$4.2 million. On April 21, 2023, the Company filed a motion to dismiss certain claims in the NY Action. On September 28, 2023, the New York State Court denied the motion to dismiss in part and granted it in part. On October 3, 2023, the Company appealed the portion of the decision denying its motion to dismiss.

On July 3, 2024, the Company and Curia entered into a Settlement Agreement and Release (“Settlement Agreement”) relating to the settlement of all their claims and counterclaims in the Arbitration and the NY Action and other claims and disputes relating to these proceedings. Pursuant to the Settlement Agreement, the Company agreed to pay Curia \$26.5 million in accordance with the following payment schedule: \$10.0 million on July 5, 2024, \$10.0 million on or before February 17, 2025, and \$6.5 million on or before July 7, 2025 (the “Original Payment Schedule”).

The Company recognized the \$26.5 million litigation settlement in the consolidated statement of operations and \$10 million were recognized in accrued expenses and \$16.5 million was recognized in other liabilities and other long-term liabilities in the consolidated balance sheet for the year ended December 31, 2023.

On July 5, 2024, the Company paid Curia \$10.0 million in accordance with the Original Payment Schedule.

During the first quarter of 2025, the Company and Curia agreed upon a revised payment schedule as follows: \$5.0 million on February 18, 2025, \$3.0 million on April 2, 2025, \$2.0 million on June 30, 2025, and \$6.5 million on July 7, 2025 (the “Revised Payment Schedule”).

The Company made all payments in accordance with the Revised Payment Schedule and made the final interest payment on July 11, 2025.

SEC Subpoena

In October 2023, the Company received a subpoena from the SEC’s Division of Enforcement, requesting that the Company produce certain documents and information. On March 25, 2024 and November 19, 2024, the Company received supplemental subpoenas from the SEC, requesting additional documents and information. The Company has cooperated with the SEC’s investigation, and intends to continue to do so.

Miller v. Eagle Pharmaceuticals, Inc. et al

In December 2023, the Company, its former Chief Executive Officer, and its former Chief Financial Officer were named as defendants in a putative class action filed in the United States District Court for the District of New Jersey. Plaintiffs allege that the Company and the individual defendants violated the federal securities laws by failing to disclose material adverse facts about the Company’s business, operations and prospects relating to its product PEMFEXY between August 8, 2023, and November 28, 2023. Lead counsel and a lead plaintiff were appointed on August 19, 2024. On April 29, 2025, the parties participated in a confidential mediation. No settlement was reached, though informal discussions have continued. On July 11, 2025, plaintiffs filed an amended complaint which the Company moved to dismiss on August 25, 2025. On September 30, 2025, the parties reached an agreement in principle to settle the securities class action for \$9.5 million. The settlement, which is contingent on court approval, will be funded by the Company’s insurance carriers.

17. Restructuring of Operations

On February 28, 2024, the Company approved and began implementing a plan designed to improve operational efficiencies and realign the Company’s sales and marketing expenditures (the “Realignment Plan”).

The Realignment Plan reduced the Company’s then current workforce by approximately 37%. Substantially all affected employees were dedicated to or primarily supported the commercialization of BYFAVO, BARHEMSYS and RYANODEX. The Company is utilizing a reduced team dedicated to these products in addition to resources from the Company’s oncology sales team to continue the commercialization of BYFAVO, BARHEMSYS and RYANODEX. Affected employees received separation benefits, including severance payments and healthcare coverage assistance.

During the first quarter of 2024, the Company recognized restructuring expense of \$2.4 million, included in the Company’s condensed consolidated statements of operations. All restructuring activities were completed by the third quarter of 2024.

Restructuring related costs are presented in the line item restructuring charges within the Company's consolidated statements of operations.

18. Segment Information

The Company operates as a single reportable segment focused on taking a molecule from preclinical research through regulatory approval and into the marketplace, including development, manufacturing and commercialization. The Company sells BENDEKA and TREAKISYM (Japan market) to its Commercial Partners and sells RYANODEX, BELRAPZO, BARHEMSYS, and BYFAVO primarily to wholesalers and distributors, with a limited amount of sales to Healthcare Providers. The Company derives its revenues from Customers and Teva, a Commercial Partner, in the United States. TREAKISYM is sold to the Japan market through the Company's Commercial Partner. TREAKISYM generated total product and royalty income of \$0.7 million and \$0.4 million for the three months ending June 30, 2025 and 2024 respectively and \$1.2 million and \$0.8 million for the six months ending June 30, 2025 and 2024 respectively.

The Company's determination that it operates as a single segment is consistent with the nature of its operations and the financial information regularly reviewed by the CEO and Chairman of the Board in his capacity as the chief operating decision maker (CODM), for the purposes of evaluating performance, allocating resources, setting incentive compensation targets, and planning and forecasting for future periods. For those purposes, the CODM uses consolidated net income or loss as reported on the consolidated statements of operations, the primary measure of the Company's single segment's profit or loss. The measure of segment assets is reported on the balance sheet as total consolidated assets.

The following table represents the significant segment expenses regularly provided to the CODM, other than the expenses reported on the consolidated statements of operations:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Sales and marketing	\$ 4,407	\$ 5,589	\$ 10,619	\$ 16,652
General and administrative	16,233	22,423	30,681	40,433
Total selling, general and administrative	\$ 20,640	\$ 28,012	\$ 41,300	\$ 57,085

19. Income Taxes

The Company's income tax (provision) benefit and effective tax rate were as follows:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Income tax (provision) benefit	\$ (470)	\$ 1,389	\$ (41,398)	\$ 668
Effective tax rate ⁽¹⁾	(43)%	23 %	(390)%	7 %

(1) The losses associated with equity in losses of equity method investment are included in loss before income taxes when calculating the effective tax rates.

The Company's income tax provision during interim reporting periods has historically been calculated by applying an estimate of the annual effective tax rate for the full fiscal year to income/(loss) before income taxes excluding unusual or infrequently occurring discrete items for the reporting period. For the six months ended June 30, 2025, the Company computed its income tax provision based on the actual effective tax rate for the year-to-date period by applying the discrete method in accordance with ASC 740-270-30-18. The actual effective tax rate is calculated based on the statutory tax rates then in effect, as adjusted for changes in estimated year-to-date permanent differences, and certain discrete items. The Company determined that the effective rate method would not provide a reliable estimate for the six months ended June 30, 2025 and has calculated the provision on a discrete method for this period.

The effective tax rate for the six months ended June 30, 2025, reflects an interim tax provision resulting primarily from the Company establishing a valuation allowance on its U.S. federal and state deferred tax balances, discussed further below. The effective tax rate for the six months ended June 30, 2024, reflects an interim tax benefit resulting from the impact of credits for research and development activity partially offset by the tax impact of stock-based compensation.

The effective tax rate for the three months ended June 30, 2025, reflects an interim tax provision resulting primarily from interest on unrecognized tax benefits. The effective tax rate for the three months ended June 30, 2024, reflects an interim tax benefit resulting from the impact of credits for research and development activity partially offset by stock-based compensation.

The Company reviews the realizability of its deferred tax assets on a quarterly basis, or whenever events or changes in circumstances indicate that a review is required. In determining the requirement for a valuation allowance, the historical and projected financial results of the legal entity or consolidated group recording the net deferred tax assets are considered, along with any other positive or negative evidence. During the first quarter of 2025, the Company evaluated the realizability of its net deferred tax assets based on available positive and negative evidence. The Company concluded that its U.S. federal and state deferred tax assets do not meet the more-likely-than-not recognition threshold and will not be realized in the foreseeable future due to the Company's uncertainty associated with the generation of future income and its substantial doubt to continue as a going concern, see Note 2, "Summary of Significant Accounting Policies". Thus, in the first quarter of 2025 the Company recorded a valuation allowance against its U.S. deferred tax assets, resulting in income tax expense of \$41.0 million. The Company no longer has a net deferred tax asset recognized on its consolidated balance sheet. To the extent that tax benefits related to these deferred tax assets are realizable in the future, the reduction of the valuation allowance will decrease income tax expense accordingly.

Deferred income tax assets as of June 30, 2025, consisted of net operating losses of Acacia Pharma Limited, temporary differences primarily related to stock-based compensation and capitalized research and development expenses, offset by a full valuation allowance.

The Company files income tax returns in the U.S. federal jurisdiction and several states. In the third quarter of 2024, the Internal Revenue Service ("IRS") concluded its examination of the Company's 2018 U.S. federal income tax return. In the fourth quarter of 2024, New York State ("NYS") concluded its examination of the Company's 2017 through 2022 NYS tax return filings. As of June 30, 2025, the Company is no longer under audit by the Internal Revenue Service ("IRS") and NYS. The Company is currently under audit by one state tax jurisdiction. The Company has \$5.2 million recorded for unrecognized tax benefits excluding interest and penalties as of June 30, 2025. The Company regularly evaluates its tax positions for additional unrecognized tax benefits and associated interest and penalties, if applicable. There are many factors that are considered when evaluating these tax positions including: interpretation of tax laws, recent tax litigation on a position, past audit or examination history, and subjective estimates and assumptions. The Company reflects interest and penalties attributable to income taxes, to the extent they arise, as a component of income tax provision or benefit.

20. Loss Per Share

Basic earnings per common share is computed using the weighted average number of shares outstanding during the period. Diluted earnings per share is computed in a manner similar to the basic earnings per share, except that the weighted-average number of shares outstanding is increased to include all common stock, including those with the potential to be issued upon exercise of options and the vesting and settlement of other stock-based awards. Diluted earnings per share contemplate a complete conversion to common stock of all common stock equivalents only if they are dilutive in nature with regards to earnings per share, as calculated under the treasury method.

The anti-dilutive common share equivalents outstanding for the three and six months ended June 30, 2025 and 2024 were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Options	3,397,289	2,591,413	3,397,289	2,591,413
Restricted stock units	58,631	126,532	58,631	135,382
Time-vesting restricted common stock	36,000	36,000	36,000	36,000
Total	3,491,920	2,753,945	3,491,920	2,762,795

The following table sets forth the computation for basic and diluted net loss per share for the three and six months ended June 30, 2025 and 2024:

(In thousands, except share and per share amounts)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Numerator				
Numerator for basic and diluted earnings per share - net loss	\$ (1,575)	\$ (4,781)	\$ (52,009)	\$ (8,741)
Denominator				
Basic weighted average common stock outstanding	13,107,677	12,970,360	13,053,387	12,943,983
Dilutive effect of stock awards	—	—	—	—
Diluted weighted average common stock outstanding	13,107,677	12,970,360	13,053,387	12,943,983
Basic net loss per share				
Basic net loss per share	\$ (0.12)	\$ (0.37)	\$ (3.98)	\$ (0.68)
Diluted net loss per share				
Diluted net loss per share	\$ (0.12)	\$ (0.37)	\$ (3.98)	\$ (0.68)

All potentially dilutive items were excluded from the diluted share calculation for the three and six months ended June 30, 2025 and 2024 because their effect would have been anti-dilutive, as the Company was in a loss position.

21. Subsequent Events

The Company has evaluated subsequent events through October 14, 2025, which is the date the consolidated financial statements were available to be issued.

Miller v. Eagle Pharmaceuticals, Inc. et al

On July 11, 2025, plaintiffs filed an amended complaint which the Company moved to dismiss on August 25, 2025. On September 30, 2025, the parties reached an agreement in principle to settle the securities class action for \$9.5 million. The settlement, which is contingent on court approval, will be funded by the Company's insurance carriers.

One Big Beautiful Bill Act

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA") was signed into law. The OBBBA includes significant tax provisions, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act and modifications to the U.S. international tax framework. Among the favorable business provisions are the permanent expensing for domestic R&D costs and permanent bonus depreciation. These provisions have various effective dates. The Company is currently evaluating the impact the new legislation will have on its consolidated financial statements.

PEMFEXY Inventory Demand

Beginning in late August of 2025, increased competitive market dynamics indicated a substantial negative change in the Company's market share and customer demand for PEMFEXY. This has resulted in the Company materially increasing its reserve for potential inventory spoilage for products primarily manufactured in the second quarter of 2025, as well as a reduction of forecasted funds anticipated from future sales of PEMFEXY, which has impacted the Company's ability to continue as a going concern for a period of at least one year from the date of issuance of these unaudited interim financial statements.

U.S. Government Shutdown

On October 1, 2025, the U.S. government commenced a shutdown. The FDA is operating in accordance with its contingency plan posted by the U.S. Department of Health and Human Services ("HHS") on its website. The Company is reliant on regulators having the resources necessary to evaluate and approve its product. A subsequent extended shutdown, or significant reductions of, or disruptions to, staffing and resources available to government agencies or changes to the FDA contingency plan could result in reductions or delays of FDA's activities, including with respect to the Company's ongoing clinical programs, our manufacturing of our products and product candidates and our product approvals.

Exhibit 14

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

IN RE VIRGIN MOBILE USA IPO
LITIGATION

Civil Action No. 07- 5619 (SDW)

**FINAL JUDGMENT
AND ORDER OF DISMISSAL
WITH PREJUDICE**

This matter came before the Court for hearing on the application of the Settling Parties for approval of the Settlement set forth in the Stipulation and Agreement of Settlement dated as of July 23, 2010. Due and adequate notice having been given of the Settlement, and the Court having considered all papers filed and proceedings held herein, otherwise being fully informed in the premises and good cause appearing,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings set forth in the Stipulation.
2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including Class Members.
3. The Court finds, for the purposes of settlement only, that the requirements of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure are satisfied in that: (a) the number of Class Members is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Lead Plaintiffs are typical of the claims

of the Class they seek to represent; (d) Lead Plaintiffs fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the Class Members predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Class Members in individually controlling the prosecution of separate actions, (ii) the extent and nature of any litigation concerning the controversy already commenced by Class Members, (iii) the desirability or undesirability of continuing the litigation of these claims in this particular forum, and (iv) the difficulties likely to be encountered in the management of a class action.

4. Pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, the Court hereby certifies, for settlement purposes only, a class consisting of all Persons (including, as to all such Persons, their beneficiaries) who purchased or otherwise acquired the common stock of Virgin Mobile between October 10, 2007 and March 12, 2008, inclusive, and all Persons (including, as to all such Persons, their beneficiaries) who purchased or otherwise acquired call options on the common stock of Virgin Mobile between October 10, 2007 and March 12, 2008, inclusive, and all Persons (including, as to all such Persons, their beneficiaries) who sold or otherwise disposed of put options on the common stock of Virgin Mobile between October 10, 2007 and March 12, 2008, inclusive (including, as to all such Persons, their beneficiaries). Excluded from the Class are the Defendants; any officers or directors of Virgin Mobile during the Class Period and any current officers or directors of Virgin Mobile; any corporation, trust or other entity in which any Defendant has a controlling interest; and the members of the immediate families of Daniel H. Schulman, John D. Feehan, Jr., Frances Brandon-Farrow, Mark Poole, Robert Samuelson, and Douglas B. Lynn and their successors, heirs, assigns, and legal representatives. Also excluded from the Class

are those Persons who timely and validly request exclusion from the Class pursuant to the Notice of Pendency and Proposed Settlement of Class Action.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of settlement only, Lead Plaintiffs are certified as class representatives and Lead Plaintiffs' selection of Kahn Swick & Foti, LLC and Carella, Byrne, Cecchi, Ostein, Brody & Agnello, P.C. as Lead Counsel for the Class is approved.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that said Settlement is, in all respects, fair, reasonable, and adequate to, and is in the best interests of, the Lead Plaintiffs, the Class, and each of the Class Members. This Court further finds the Settlement is the result of arm's-length negotiations between experienced counsel representing the interests of the Lead Plaintiffs, the Class Members, and the Defendants. Accordingly, the Settlement is hereby approved in all respects and shall be consummated in accordance with its terms and provisions. The Settling Parties are hereby directed to perform the terms of the Stipulation.

7. Except as to any individual claim of those Persons who have validly and timely requested exclusion from the Class, the Action and all claims contained therein, as well as all of the Released Claims, are dismissed with prejudice as against each and all of the Released Persons, including all Defendants. Lead Plaintiffs and the Class will not make applications against any Released Person, and Defendants will not make applications against Lead Plaintiffs and the Class, for fees, costs or sanctions, pursuant to Rule 11, Rule 37, Rule 45 or any other court rule or statute, with respect to any claims or defenses in this Action or to any aspect of the institution, prosecution, or defense of this Action.

8. Upon the Effective Date, the Lead Plaintiffs and each of the Class Members, on behalf of themselves, their respective present and former parent entities, subsidiaries, divisions, and affiliates, the present and former employees,

officers, directors, advisors, partners, and agents of each of them, and the predecessors, heirs, executors, administrators, trusts, family members, successors and assigns of each of them, and anyone claiming through or on behalf of any of them, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims (including Unknown Claims) as against the Released Persons, whether or not such Class Member executes and delivers a Claim Form or participates in the Settlement Fund.

9. Upon the Effective Date, all Class Members (including Lead Plaintiffs) and anyone claiming through or on behalf of any of them, except any Persons who have validly and timely requested exclusion from the Class, will be forever barred and enjoined from commencing, instituting, intervening in or participating in, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind or character (whether brought directly, in a representative capacity, derivatively, or in any other capacity) asserting any of the Released Claims against any of the Released Persons.

10. Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Lead Plaintiffs, each and all of the Class Members, any confidential witness, any individual contacted by Lead Counsel in the course of their investigation, and Lead Counsel from all claims whatsoever arising out of, relating to, or in connection with the investigation, institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for those claims brought to enforce the Settlement.

11. The Court hereby finds that the distribution of the Notice of Pendency and Proposed Settlement of Class Action and the publication of the Summary

Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Class Members who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, and any other applicable law.

12. Neither the Plan of Allocation submitted by Lead Counsel or any portion of this order regarding the attorneys' fee and expense application and the Lead Plaintiffs' expense application shall in any way disturb or affect this Judgment and shall be considered separate from this Judgment.

13. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, concession or evidence of, the validity of any Released Claim, the truth of any fact alleged by Lead Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, or of any alleged wrongdoing, liability, negligence, or fault of any Released Person; or (b) is or may be deemed to be or may be used as an admission, concession or evidence of, any fault or misrepresentation or omission of, including with respect to any statement or written document attributed to, approved or made by, any Released Person in any civil, criminal, administrative, or other proceeding before any court, administrative agency, arbitration tribunal, or other body. Any Released Person may file the Stipulation and/or the Judgment in any other action or other proceeding that may be brought against them in order to support a defense, argument, or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith

settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense, argument, or counterclaim.

14. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement; (b) disposition of the Settlement Fund; (c) hearing and determining any further applications for attorneys' expenses in the Action; and (d) all Settling Parties hereto for the purpose of construing, enforcing and administering the Stipulation and this Judgment.

15. After completion of the processing of all claims by the claims administrator, Lead Plaintiffs shall disburse the Net Settlement Fund in accordance with the Stipulation and Plan of Allocation without further order of this Court.

16. The Court finds that during the course of the Action, the Lead Plaintiffs, Defendants, and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

17. Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court finds and concludes that due and adequate notice was directed to all Class Members advising them (i) that Lead Counsel would seek an award of attorneys' fees of $33\frac{1}{3}\%$ of the Settlement Fund and reimbursement of expenses incurred in connection with the prosecution of the Action not to exceed \$700,000, and (ii) that Class Members had a right to object to such application(s). A full and fair opportunity was given to all Persons who are Class Members to be heard with respect to the application for the award of attorneys' fees and expenses. The Court finds and concludes that the requested fee award is reasonable and awards attorneys' fees of $33\frac{1}{3}\%$ percent of the Settlement Fund, plus reimbursement of expenses in the amount of \$480,366.06, plus any interest on such attorneys' fees and expenses accrued at the same rate and for the same periods as earned by the Settlement Fund (until paid), both to be paid from the Settlement

Fund pursuant to the terms of the Stipulation, immediately after the Effective Date of the Settlement.

18. Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court finds and concludes that due and adequate notice was directed to all Class Members advising them of the Plan of Allocation and of their right to object, and a full and fair opportunity was given to all Class Members to be heard with respect to the Plan of Allocation. The Court finds that the formula for the calculation of the claims of Authorized Claimants, which is set forth in the Notice of Pendency and Proposed Settlement of Class Action sent to Class Members, provides a fair and reasonable basis upon which to allocate among Class Members the proceeds of the Settlement Fund established by the Stipulation, with due consideration having been given to administrative convenience and necessity. The Court hereby finds and concludes that the Plan of Allocation set forth in the Notice is in all respects fair and reasonable and the Court hereby approves the Plan of Allocation.

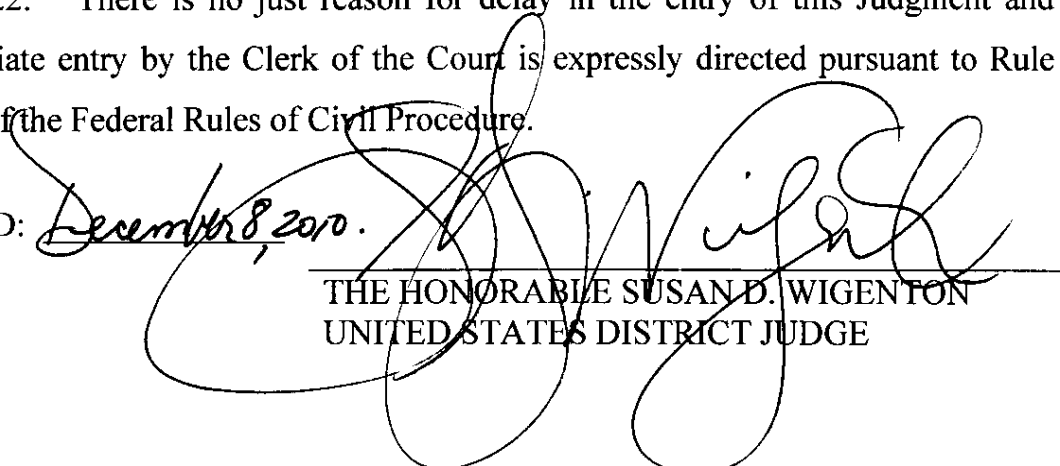
19. Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court finds and concludes that due and adequate notice was directed to all Class Members, advising them that Lead Plaintiffs would seek reimbursement of time, costs, and expenses. A full and fair opportunity was given to Class Members to be heard with respect to Lead Plaintiffs' application for the reimbursement of time, costs, and expenses. The Court finds and concludes that the requested reimbursement for time, costs, and expenses is reasonable and awards reimbursement to the Lead Plaintiffs as follows: \$29,370 to Aaron Cheng; \$29,205 to Zhao Li; \$30,000 to John Mekari; and \$25,245 to Alan Whiting, in consideration for the role of each as a Lead Plaintiff.

20. This Action is hereby dismissed in its entirety with prejudice as to all Defendants.

21. In the event that the Settlement does not become Final in accordance with the terms of the Stipulation or the Effective Date does not occur, this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated. In such event, all orders entered and releases delivered in connection herewith shall also be null and void to the extent provided by and in accordance with the Stipulation.

22. There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

DATED: December 8, 2020.



THE HONORABLE SUSAN D. WIGENTON
UNITED STATES DISTRICT JUDGE

Exhibit 15

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SAN ANTONIO FIRE AND POLICE
PENSION FUND, FIRE AND POLICE
HEALTH CARE FUND, SAN ANTONIO,
PROXIMA CAPITAL MASTER FUND LTD.,
and THE ARBITRAGE FUND,

Civil Action No. 1:15-cv-1140-LPS

Plaintiffs,

v.

DOLE FOOD COMPANY, INC., DAVID H.
MURDOCK and C. MICHAEL CARTER,

Defendants.

**[PROPOSED] ORDER AWARDING ATTORNEYS' FEES
AND REIMBURSEMENT OF LITIGATION EXPENSES**

This matter came on for hearing on July 18, 2017 (the "Settlement Hearing") on Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. The Court having considered all matters submitted to it at the Settlement Hearing and otherwise; and it appearing that notice of the Settlement Hearing substantially in the form approved by the Court was mailed to all Settlement Class Members who or which could be identified with reasonable effort, and that a summary notice of the hearing substantially in the form approved by the Court was published in *The Wall Street Journal* and was transmitted over the *PR Newswire* pursuant to the specifications of the Court; and the Court having considered and determined the fairness and reasonableness of the award of attorneys' fees and Litigation Expenses requested,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Amended Stipulation and Agreement of Settlement dated March 29, 2017 (D.I. 88-1) (the "Stipulation") and all capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation.

2. The Court has jurisdiction to enter this Order and over the subject matter of the Action and all parties to the Action, including all Settlement Class Members.

3. Notice of Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the motion for an award of attorneys' fees and expenses satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 (15 U.S.C. § 78u-4(a)(7)), due process, and all other applicable law and rules, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

4. Plaintiffs' Counsel are hereby awarded attorneys' fees in the amount of 25% of the Settlement Fund and \$638,890.06 in reimbursement of Plaintiffs' Counsel's litigation expenses (which fees and expenses shall be paid from the Settlement Fund), which sums the Court finds to be fair and reasonable. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution and settlement of the Action.

5. In making this award of attorneys' fees and reimbursement of expenses to be paid from the Settlement Fund, the Court has considered and found that:

(a) The Settlement has created a fund of \$74,000,000 in cash that has been funded into escrow pursuant to the terms of the Stipulation, and that numerous Settlement Class Members who submit acceptable Claim Forms will benefit from the Settlement that occurred because of the efforts of Lead Counsel;

(b) The fee sought by Lead Counsel has been reviewed and approved as reasonable by Lead Plaintiffs, institutional investors that oversaw the prosecution and resolution of the Action;

(c) Copies of the Notice were mailed to over 28,000 potential Settlement Class Members and nominees stating that Lead Counsel would apply for attorneys' fees in an amount not exceed 25% of the Settlement Fund and reimbursement of Litigation Expenses in an amount not to exceed \$1,300,000, and no objections to the requested attorneys' fees and expenses were received;

(d) Lead Counsel conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy;

(e) The Action raised a number of complex issues;

(f) Had Lead Counsel not achieved the Settlement there would remain a significant risk that Lead Plaintiffs and the other members of the Settlement Class may have recovered less or nothing from Defendants;

(g) Plaintiffs' Counsel devoted over 16,000 hours, with a lodestar value of approximately \$8,530,000, to achieve the Settlement; and

(h) The amount of attorneys' fees awarded and expenses to be reimbursed from the Settlement Fund are fair and reasonable and consistent with awards in similar cases.

6. Lead Plaintiff Proxima Capital Master Fund Ltd. is hereby awarded \$18,500.00 from the Settlement Fund as reimbursement for its reasonable costs and expenses directly related to its representation of the Settlement Class.

7. Lead Plaintiff San Antonio Fire and Police Pension Fund is hereby awarded \$4,058.70 from the Settlement Fund as reimbursement for its reasonable costs and expenses directly

related to its representation of the Settlement Class.

8. Lead Plaintiff The Arbitrage Fund is hereby awarded \$32,437.50 from the Settlement Fund as reimbursement for its reasonable costs and expenses directly related to its representation of the Settlement Class.

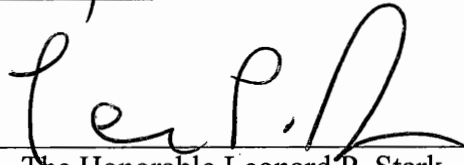
9. Any appeal or any challenge affecting this Court's approval regarding any attorneys' fees and expense application shall in no way disturb or affect the finality of the Judgment.

10. Exclusive jurisdiction is hereby retained over the parties and the Settlement Class Members for all matters relating to this Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order.

11. In the event that the Settlement is terminated or the Effective Date of the Settlement otherwise fails to occur, this Order shall be rendered null and void to the extent provided by the Stipulation.

12. There is no just reason for delay in the entry of this Order, and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this 18th day of July, 2017.



The Honorable Leonard P. Stark
Chief United States District Judge

Exhibit 16

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CHAO SUN, Individually and on Behalf of All
Others Similarly Situated,

Plaintiff,

v.

DAQING HAN, XIAOLI YU, HONG LI,
MING LI, LIAN ZHU, GUANGHUI CHENG,
GUOBIN PAN, GUANGJUN LU, YUANPIN
HE, MAZARS CPA LIMITED, MAZARS Srl,
WEISERMAZARS LLP, and TELESTONE
TECHNOLOGIES CORPORATION,

Defendants.

Case No. 2:15-cv-00703-JMV-MF


~~PROPOSED~~ ORDER AWARDING
ATTORNEYS' FEES AND
REIMBURSEMENT OF LITIGATION
EXPENSES

This matter came on for hearing on March 6, 2018 (the “Settlement Hearing”) on Co-Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of litigation expenses. The Court having considered all matters submitted to it at the Settlement Hearing and otherwise; and it appearing that notice of the Settlement Hearing substantially in the form approved by the Court was disseminated to all Settlement Class Members who or which could be identified with reasonable effort, and that a summary notice of the hearing substantially in the form approved by the Court was published in *Investor’s Business Daily* and was transmitted over the *PR Newswire* pursuant to the specifications of the Court; and the Court having considered and determined the fairness and reasonableness of the award of attorneys’ fees and litigation expenses requested,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Stipulation of Settlement dated February 8, 2017 (Dkt. No. 64-3) (the “Stipulation”) and all capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation.
2. The Court has jurisdiction to enter this Order and over the subject matter of the Action and all parties to the Action, including all Settlement Class Members.
3. Notice of Co-Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of litigation expenses was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the motion for an award of attorneys’ fees and expenses satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 (15 U.S.C. §§ 77z-1(a)(7), 78u-4(a)(7)), due process, and all other applicable law and rules, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

4. Co-Lead Counsel are hereby awarded attorneys' fees in the amount of 33 $\frac{1}{3}$ % of the Settlement Fund and \$ 1,250,000.00 in reimbursement of Co-Lead Counsel litigation expenses (which fees and expenses shall be paid from the Settlement Fund), which sums the Court finds to be fair and reasonable. Co-Lead Counsel shall allocate the attorneys' fees awarded amongst counsel in a manner which it, in good faith, believes reflects the contributions of such counsel to the institution, prosecution and settlement of the action.

5. In making this award of attorneys' fees and reimbursement of expenses to be paid from the Settlement Fund, the Court has considered and found that:

(a) The Settlement has created a fund of \$1,250,000 in cash that has been funded into escrow pursuant to the terms of the Stipulation, and that numerous Settlement Class Members who submit acceptable Claim Forms will benefit from the Settlement that occurred because of the efforts of Lead Counsel;

(b) The fee sought by Co-Lead Counsel has been reviewed and approved as reasonable by Lead Plaintiff, a sophisticated investor that oversaw the prosecution and resolution of the action;

(c) Copies of the Postcard Notice, which directed Settlement Class Members to the Settlement website where the Notice was available, were mailed to thousands of Settlement Class Members and nominees. The notices alerted Settlement Class Members that Lead Counsel would apply for attorneys' fees in an amount not exceed 33 $\frac{1}{3}$ % of the Settlement Fund and for reimbursement of litigation expenses. There was no objections to the requested attorneys' fees and expenses;

(d) Co-Lead Counsel has conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy;

- (e) The action raised a number of complex issues;
- (f) Had Co-Lead Counsel not achieved the Settlement there would remain a significant risk that Lead Plaintiff and the other members of the Settlement Class may have recovered less or nothing from Defendants;
- (g) Co-Lead Counsel devoted over 1,030 hours, with a lodestar value of approximately \$567,000 to achieve the Settlement;
- (h) The amount of attorneys' fees awarded and expenses to be reimbursed from the Settlement Fund are fair and reasonable and consistent with awards in similar cases; and
- (i) There were no objections to the request for attorneys' fees or reimbursement of litigation expenses.

6. Lead Plaintiff Bin Qu is hereby awarded \$ 20,000.00 from the Settlement Fund as reimbursement for his reasonable costs and expenses directly related to its representation of the Settlement Class.

7. Any appeal or any challenge affecting this Court's approval regarding any attorneys' fees and expense application shall in no way disturb or affect the finality of the Judgment.

8. Exclusive jurisdiction is hereby retained over the parties and the Settlement Class Members for all matters relating to this action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order.

9. In the event that the Settlement is terminated or the Effective Date of the Settlement otherwise fails to occur, this Order shall be rendered null and void to the extent provided by the Stipulation.

10. There is no just reason for delay in the entry of this Order, and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this 6th day of March, 2018.



HONORABLE JOHN MICHAEL VAZQUEZ
UNITED STATES DISTRICT JUDGE