UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

OLIVER SHIH, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. AMYLYX PHARMACEUTICALS, INC., JOSHUA B. COHEN, JUSTIN B. KLEE, JAMES M. FRATES, and MARGARET OLINGER, Defendants.	Case No. 1:24-cv-12068-NMG

MEMORANDUM OF LAW IN SUPPORT OF LEAD PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAN OF ALLOCATION

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I. INTRODUCTION

Lead Plaintiff Oliver Shih ("Plaintiff"), on behalf of himself and the Settlement Class, respectfully submits this memorandum of law in support of his motion for final approval of the proposed Settlement of this securities class action, which provides for a non-reverting, all-cash payment of $6,500,000 (the "Settlement Amount") in exchange for the release of all claims asserted against Defendants Amylyx Pharmaceuticals, Inc. ("Amylyx" or the "Company"), Joshua B. Cohen, Justin B. Klee, James M. Frates, and Margaret Olinger (collectively, "Defendants") and the other Released Parties.[1]

The Settlement is an excellent result for the Settlement Class. It represents approximately 5.5% of the $118.4 million in maximum estimated class-wide damages calculated by Plaintiff's damages expert—a recovery well within the range of settlements approved by courts in this Circuit and nationwide, and one that must be measured against the substantial risks that continued litigation would have yielded a smaller recovery, or none at all. The Settlement was achieved only after: (i) a thorough investigation that included interviews of former Amylyx employees with firsthand knowledge of the commercial launch of Relyvrio, review of the Company's SEC filings, earnings call transcripts, and analyst reports, and consultation with a damages expert; (ii) full adversarial briefing of Defendants' motion to dismiss, which this Court granted in part and denied in part; and (iii) arm's-length negotiations, including a formal mediation session before, and an ensuing mediator's proposal from, Michelle Yoshida of Phillips ADR, an experienced and well-respected mediator of securities class actions.

The reaction of the Settlement Class has been overwhelmingly positive. Pursuant to the Court's Preliminary Approval Order dated May 19, 2026 (Dkt. 72) (the "Preliminary Approval

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[1] Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the Stipulation of Settlement, dated May 4, 2026 (Dkt. 67) (the "Stipulation").

Order”), the Court-appointed Claims Administrator, Strategic Claims Services (“SCS”), has caused 23,851 notices to be disseminated to potential Settlement Class Members and nominees, published the Summary Notice over GlobeNewswire and in *Investor’s Business Daily*, and maintains a dedicated Settlement website and toll-free helpline. See Declaration of Sarah Evans (Dkt. 75) (“Evans Decl.”) ¶¶4-14. To date, not a single Settlement Class Member has requested exclusion from the Settlement Class or objected to any aspect of the Settlement, the Plan of Allocation, or the anticipated Fee and Expense Application. *Id.* ¶¶15-16. Should any objections be received before the August 24, 2026 objection deadline, Plaintiff will address them in his reply papers, due September 3, 2026.

As demonstrated below, the Settlement satisfies each of the factors set forth in Rule 23(e)(2) of the Federal Rules of Civil Procedure and the standards governing final approval in this Circuit, and is entitled to the presumption of reasonableness afforded to settlements reached at arm’s length, after sufficient investigation, by experienced counsel, and drawing no objection. The Plan of Allocation—which was fully disclosed in the Notice and was formulated by Lead Counsel in consultation with Plaintiff’s damages expert—likewise is fair, reasonable, and adequate. Plaintiff therefore respectfully requests that the Court: (i) grant final approval of the Settlement; (ii) finally certify the Settlement Class for purposes of effectuating the Settlement; (iii) approve the Plan of Allocation; and (iv) enter the [Proposed] Final Judgment substantially in the form of Exhibit B to the Stipulation.

II. FACTUAL AND PROCEDURAL BACKGROUND

The factual background and procedural history of the Action are set forth in detail in the accompanying Declaration of Jeremy A. Lieberman ("Lieberman Decl.") and are summarized briefly here.[2]

Amylyx is a commercial-stage biotechnology company whose sole approved commercial product during the relevant period was AMX0035, marketed as "Relyvrio," which received FDA approval for the treatment of amyotrophic lateral sclerosis ("ALS") in September 2022 and was commercially launched in the United States on October 24, 2022. The operative Amended Complaint ("AC") alleges that, throughout the Settlement Class Period of November 11, 2022 through November 8, 2023, inclusive, Defendants violated §§ 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") by making materially false and misleading statements regarding the commercial success and growth prospects of Relyvrio—including by touting purportedly "strong and steady" demand and "tremendous" growth opportunities while allegedly concealing that the initial bolus of waiting ALS patients had subsided within months of launch, that patient discontinuation rates were high and rising, and that the Company had structured a limited distribution model and withheld prescription data from market research services to conceal these negative trends. The AC alleges that the truth emerged on November 9, 2023, when Amylyx announced disappointing third-quarter 2023 financial results and disclosed increased discontinuations and slowing net patient additions, causing the Company's stock price to decline $5.74 per share, or 31.89%, to close at $12.26 per share.

Plaintiff commenced this action on February 9, 2024 in the United States District Court for the Southern District of New York. On April 23, 2024, the court appointed Oliver Shih as Lead

[2] Citations to "Dkt." are to the docket in this Action. Internal citations and quotation marks are omitted, and emphasis is added, unless otherwise noted.

Plaintiff and Pomerantz LLP ("Pomerantz" or "Lead Counsel") as Lead Counsel. Following an extensive investigation—including interviews of former Amylyx employees conducted through investigators, review of SEC filings, press releases, earnings call transcripts, analyst reports, and public statements, and analysis of Class Period trading data by a damages expert—Plaintiff filed the AC on June 24, 2024. Dkt. 33. On July 12, 2024, the action was transferred to this District and assigned to this Court. Defendants moved to dismiss the AC on September 6, 2024; the motion was fully briefed as of November 20, 2024. On September 30, 2025, this Court issued an order finding the majority of the challenged statements inactionable but otherwise denying Defendants' motion to dismiss. Dkt. 55.

On March 12, 2026, the Parties participated in a full-day mediation session before Michelle Yoshida of Phillips ADR, in advance of which they exchanged detailed mediation statements and exhibits addressing liability and damages. Although the mediation did not resolve the Action that day, the Parties continued to exchange views regarding the strengths and weaknesses of their respective positions, and on April 7, 2026, accepted a mediator's proposal to settle the Action for an all-cash payment of $6.5 million. The Parties executed the Stipulation on May 4, 2026, and Plaintiff moved for preliminary approval the same day. Dkt. 66-68.

On May 19, 2026, the Court entered the Preliminary Approval Order, which, among other things: preliminarily certified the Settlement Class; appointed Plaintiff as Class Representative and Pomerantz as Class Counsel; approved the form and manner of notice; authorized the retention of SCS as Claims Administrator; and scheduled the Final Approval Hearing for September 10, 2026. Dkt. 72. Notice has since been disseminated in full compliance with the Preliminary Approval Order. See Evans Decl.¶¶ 4-14; *infra* Section III.D.

III. THE SETTLEMENT WARRANTS FINAL APPROVAL

A. Legal Standards Governing Final Approval

Under Rule 23(e), the claims of a certified class may be settled "only with the court's approval," which may issue "only after a hearing and only on finding that [the settlement] is fair, reasonable, and adequate" after considering the factors enumerated in Rule 23(e)(2). Fed. R. Civ. P. 23(e)(2). Those factors are whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief to the class, (iii) the terms of any proposed award of attorneys' fees, and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other. *Id.*

The First Circuit has long recognized a "clear policy in favor of encouraging settlements," *Durrett v. Hous. Auth. of City of Providence*, 896 F.2d 600, 604 (1st Cir. 1990) (citation omitted), particularly in complex class actions, see *In re Lupron® Mktg. & Sales Pracs. Litig.*, 228 F.R.D. 75, 88 (D. Mass. 2005) ("[T]he law favors class action settlements."). The ultimate inquiry is whether the settlement is "fair, adequate and reasonable," *In re Pharm. Indus. Average Wholesale Price Litig.*, 588 F.3d 24, 32 (1st Cir. 2009), a determination that "involves balancing the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other possible but perhaps unattainable variations on the proffered settlement," *Nat'l Ass'n of Chain Drug Stores v. New England Carpenters Health Benefits Fund*, 582 F.3d 30, 44 (1st Cir. 2009).

Moreover, "[w]hen sufficient discovery has been provided and the parties have bargained at arms-length, there is a presumption in favor of the settlement." *City P'ship Co. v. Atl. Acquisition Ltd. P'ship*, 100 F.3d 1041, 1043 (1st Cir. 1996); accord *Hochstadt v. Bos. Sci. Corp.*, 708 F. Supp. 2d 95, 107 (D. Mass. 2010) (presumption of fairness attaches where "(1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected") (citation omitted). Each of these considerations supports final approval here.

B. The Settlement Is Entitled to a Presumption of Reasonableness

1. The Settlement Was Negotiated at Arm's Length

Settlement negotiations between experienced counsel are presumed to be fair and not a product of collusion. *Bussie v. Allmerica Fin. Corp.*, 50 F. Supp. 2d 59, 77 (D. Mass. 1999). The involvement of an experienced mediator further supports the conclusion that a settlement is non-collusive and procedurally fair. See *D'Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001). Here, the Settlement was reached only after adversarial litigation through a contested motion to dismiss, the exchange of detailed mediation statements, a formal mediation session before Ms. Yoshida of Phillips ADR, and continued negotiations that culminated in the Parties' acceptance of a mediator's proposal. Lieberman Decl. ¶¶7-8. The negotiations were vigorous and at all times at arm's length.

2. Lead Counsel Possessed Ample Information to Evaluate the Claims

Although the Action settled before formal discovery commenced—owing principally to the PSLRA's discovery stay and the timing of the Court's ruling on Defendants' motion to dismiss—Plaintiff and Lead Counsel were well-informed regarding the strengths and weaknesses of the claims when they agreed to settle. Lead Counsel's investigation included interviews of former Amylyx employees with firsthand knowledge of the Relyvrio launch; a comprehensive review of Amylyx's SEC filings, press releases, earnings call transcripts, analyst reports, and other public statements; and consultation with a damages expert who analyzed Class Period trading data and estimated recoverable damages. The Parties also fully briefed Defendants' motion to dismiss and exchanged detailed mediation statements addressing liability and damages. This record gave

Plaintiff and Lead Counsel a well-developed understanding of the case sufficient to make an intelligent judgment about settlement. See *Hochstadt*, 708 F. Supp. 2d at 107 (approval appropriate where counsel had "sufficient information to evaluate the merits of the case intelligently" and adversarial briefing informed the parties' assessments).

3. The Proponents of the Settlement Are Experienced in Similar Litigation

Lead Counsel, Pomerantz, is among the oldest and most experienced securities class action firms in the country, has served as lead counsel in some of the largest securities class action recoveries in history, and endorses the Settlement as an excellent result for the Settlement Class. See Lieberman Decl., Ex. 1 (firm resume). Defendants are represented by Goodwin Procter LLP, a preeminent defense firm with deep experience in securities litigation, which vigorously defended this Action at every stage. That such well-informed and sophisticated counsel, at arm's length with the assistance of an experienced mediator, negotiated the Settlement weighs strongly in favor of approval. See *Hochstadt*, 708 F. Supp. 2d at 107-08.

4. The Settlement Class's Reaction Has Been Overwhelmingly Positive

Despite the dissemination of 23,851 notices, publication of the Summary Notice over GlobeNewswire and in *Investor's Business Daily*, and the maintenance of a public Settlement website, not a single request for exclusion or objection has been received to date. Evans Decl. ¶¶15-16. The deadline for exclusion requests is August 11, 2026, and the deadline for objections is August 24, 2026; Plaintiff will report on any exclusions or objections received, and respond to any objections, in his reply papers. The absence of any negative reaction from the Settlement Class to date strongly supports final approval. See *City P'ship*, 100 F.3d at 1043.

C. The Settlement Satisfies Each of the Rule 23(e)(2) Factors

1. Plaintiff and Lead Counsel Have Adequately Represented the Settlement Class

Plaintiff's claims are coextensive with those of the Settlement Class: all arise from the same alleged misstatements and omissions, and all depend on the same legal theories of liability and damages under §§ 10(b) and 20(a) of the Exchange Act. Plaintiff has actively supervised the litigation, communicated with Lead Counsel throughout, and approved the Settlement. Lieberman Decl. ¶19. Lead Counsel, for its part, vigorously prosecuted the Action—conducting a substantial investigation, defeating in part Defendants' motion to dismiss, and negotiating the Settlement through a formal mediation process. Rule 23(e)(2)(A) is satisfied.

2. The Settlement Was Negotiated at Arm's Length

For the reasons discussed above in Section III.B.1, the Settlement is the product of good-faith, arm's-length negotiations facilitated by an experienced third-party mediator, satisfying Rule 23(e)(2)(B).

3. The Relief Provided to the Settlement Class Is Adequate

The costs, risks, and delay of trial and appeal. The $6.5 million all-cash recovery represents approximately 5.5% of the $118.4 million in maximum estimated damages calculated by Plaintiff's damages expert—a meaningful, certain, and immediate benefit that compares favorably to recoveries in securities class actions generally. According to Cornerstone Research's *Securities Class Action Settlements—2025 Review and Analysis*, the median settlement in 2025 recovered approximately 6.5% of plaintiff-style damages across all cases, and larger-damages cases typically settle for smaller percentages. Courts have routinely approved securities class action settlements representing comparable or considerably smaller fractions of maximum damages. *See, e.g.*, *Delarosa v. State St. Corp.*, No. 17-cv-11155 (D. Mass.), ECF Nos. 96, 106 (approving settlement recovering approximately 2.16% of maximum damages); *Baron v. HyreCar Inc.*, No. 21-cv-06918, 2025 WL 3097076, at 7 (C.D. Cal. Mar. 7, 2025) (2%); *Hardy v. Embark*

Tech., Inc., No. 22-cv-02090, 2023 WL 6276728, at 8 (N.D. Cal. Sept. 26, 2023) (1.1%); *Wong v. Arlo Techs., Inc.*, No. 19-cv-00372, 2021 WL 1531171, at *9 (N.D. Cal. Apr. 19, 2021) (2.35%).

Any recovery through continued litigation, by contrast, was far from assured. Defendants contended that Plaintiff could not establish that any challenged statement was false or misleading, arguing that Amylyx made consistent, transparent, and accurate disclosures throughout the Relyvrio launch and that many of the challenged statements were forward-looking statements protected by the PSLRA's safe harbor or non-actionable puffery. Establishing scienter—as to each Individual Defendant—posed additional and substantial risk, as Defendants maintained that their statements reflected their honest, contemporaneous assessments of Relyvrio's commercial trajectory. Loss causation and damages presented further contested issues that would have devolved into a battle of experts: Defendants argued that the November 9, 2023 disclosures revealed, at most, disappointing business results rather than fraud, and that intervening factors contributed to the stock price decline. Even if Plaintiff prevailed on liability at trial, "the actual damages the jury might have awarded could turn out to be less than the proposed settlement." See *In re Tyco Int'l, Ltd. Multidistrict Litig.*, 535 F. Supp. 2d 249, 260-61 (D.N.H. 2007). And any judgment would have been subject to years of additional delay through post-trial motions and appeals—with the attendant risk to any recovery. The Settlement eliminates these risks in exchange for a substantial, certain, and immediate cash benefit.

The effectiveness of the proposed method of distributing relief. The Net Settlement Fund will be distributed through a standard, well-tested claims process administered by SCS under Lead Counsel's supervision, employing the customary methods for processing claims in securities class actions, including submission of Proof of Claim forms by mail or through the Settlement website's online portal, deficiency and rejection procedures subject to Court review, and pro rata distribution pursuant to the Plan of Allocation. See Preliminary Approval Order ¶¶12-13; *infra* Section IV. Rule 23(e)(2)(C)(ii) is satisfied.

The terms of the proposed award of attorneys' fees. As disclosed in the Notice, Lead Counsel is applying, by separate motion filed concurrently herewith, for an award of attorneys' fees of one-third of the Settlement Fund, payment of $51,647.11 in litigation expenses (approximately half of the $100,000 maximum disclosed in the Notice), and a compensatory award to Plaintiff not to exceed $5,000. The fee application is consistent with the Stipulation and the Notice, will be considered separately from the fairness of the Settlement, and is not a condition of the Settlement: the Court may approve the Settlement regardless of its ruling on the fee application. See Preliminary Approval Order ¶¶8, 20.

Agreements identified under Rule 23(e)(3). Apart from the Stipulation, the Parties entered into a confidential supplemental agreement providing Defendants the right to terminate the Settlement if requests for exclusion exceed an agreed threshold. Such agreements are standard in securities class action settlements and do not detract from the fairness of the Settlement. In all events, no requests for exclusion have been received to date. Evans Decl. ¶15.

4. The Settlement Treats Settlement Class Members Equitably Relative to Each Other

Under the Plan of Allocation, every Settlement Class Member who submits a valid claim will receive a pro rata share of the Net Settlement Fund calculated under the same Recognized Loss formulas, which are based on the timing of each claimant's purchases and sales relative to the alleged corrective disclosure and the statutory limitations on damages imposed by the PSLRA. No claimant or group of claimants receives preferential treatment; Plaintiff's claim will be calculated on the same basis as every other Settlement Class Member's. Rule 23(e)(2)(D) is satisfied.

D. The Notice Program Satisfied Rule 23, the PSLRA, and Due Process

Notice of a class action settlement must be "the best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). The notice program here—which the Court approved in the Preliminary Approval Order—meets these standards and those of Rule 23(e)(1) and the PSLRA, 15 U.S.C. § 78u-4(a)(7).

In accordance with the Preliminary Approval Order, SCS: (i) transmitted the Long Notice and Proof of Claim to the Depository Trust Company for publication on its Legal Notice System on June 5, 2026; (ii) mailed or emailed notice to the 2,673 banks, brokers, and other nominees on SCS's proprietary master mailing list on June 5, 2026; (iii) mailed the Post-Card Notice to the record holder identified in Amylyx's transfer agent records; (iv) mailed a total of 12,609 Post-Card Notices and sent 11,242 emails containing the electronic Post-Card Notice or links to the Long Notice and Proof of Claim—for a total of 23,851 notices disseminated to potential Settlement Class Members; (v) published the Summary Notice over GlobeNewswire and in *Investor's Business Daily* on June 8, 2026; and (vi) established and maintains the Settlement website (www.strategicclaims.net/Amylyx/) and a toll-free helpline. Evans Decl. ¶¶4-14. In addition, on May 14, 2026, notice of the proposed Settlement was mailed to the appropriate federal and state officials pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715. *Id.* ¶ 3; Declaration of Caroline Bullerjahn (Dkt. 74).

The Notice apprised Settlement Class Members of, among other things, the terms of the Settlement, the proposed Plan of Allocation, the maximum fees, expenses, and award to Plaintiff that would be sought, the date and place of the Final Approval Hearing, and the procedures and deadlines for submitting claims, requesting exclusion, and objecting. The notice program mirrors programs routinely approved in this District and satisfied due process, Rule 23, and the PSLRA.

IV. THE PLAN OF ALLOCATION IS FAIR, REASONABLE, AND ADEQUATE

"Like the settlement itself, the plan of allocation must be fair, reasonable, and adequate." *In re Tyco Int'l, Ltd. Multidistrict Litig.*, 535 F. Supp. 2d 249, 262 (D.N.H. 2007). A plan that reimburses class members based on the type and extent of their injuries is generally reasonable.

The Plan of Allocation, set forth in full at pages 11-14 of the Notice, readily meets this standard. It was developed by Lead Counsel in consultation with Plaintiff's damages expert and allocates the Net Settlement Fund among Authorized Claimants pro rata based on "Recognized Losses" that reflect when each claimant purchased and sold Amylyx common stock relative to the alleged November 9, 2023 corrective disclosure. Specifically, shares sold before the corrective disclosure have no Recognized Loss, because any losses on those shares cannot have been caused by the revelation of the alleged fraud; shares held through the corrective disclosure are assigned a Recognized Loss of up to $4.80 per share—the estimated artificial inflation—subject to the PSLRA's statutory 90-day "look-back" limitation on damages, 15 U.S.C. § 78u-4(e)(1), which the Plan implements using the $14.54 mean closing price during the 90-day period following the disclosure and the average closing prices for shares sold during that period. Purchases and sales are matched on a first-in, first-out basis, claimants with overall trading gains recover nothing, and de minimis distributions below $10.00 are not made in order to preserve the Net Settlement Fund for claimants with meaningful losses. Any residual funds remaining after two distributions (or after one distribution, if a second is not economically feasible) will be donated to a non-profit charitable organization agreed upon by the Parties.

The Plan of Allocation thus tracks Plaintiff's theory of damages, applies objective, uniformly applicable formulas of the kind routinely approved in securities class actions, and treats all Settlement Class Members equitably. Notably, no Settlement Class Member has objected to the Plan of Allocation. The Plan should be approved.

V. FINAL CERTIFICATION OF THE SETTLEMENT CLASS IS WARRANTED

In the Preliminary Approval Order, this Court preliminarily certified the Settlement Class for settlement purposes, finding that the prerequisites of Rules 23(a) and 23(b)(3) were satisfied, and appointed Plaintiff as Class Representative and Pomerantz as Class Counsel. Preliminary Approval Order ¶¶3-5. Nothing has changed to alter the propriety of those determinations, and Plaintiff respectfully incorporates the analysis set forth in his preliminary approval papers. Dkt. 66 at 6-10.

In brief: (i) numerosity is satisfied because Amylyx common stock traded actively on NASDAQ during the Settlement Class Period, with millions of shares changing hands daily among thousands of geographically dispersed investors, see *In re Evergreen Ultra Short Opportunities Fund Sec. Litig.*, 275 F.R.D. 382, 388 (D. Mass. 2011); (ii) commonality and predominance are satisfied because the core issues—falsity, materiality, scienter, and loss causation—are common to all Settlement Class Members and subject to common, class-wide proof, see *id.* at 389-93; (iii) Plaintiff's claims are typical because they arise from the same alleged course of conduct and rest on the same legal theories as those of the Settlement Class, see *Swack v. Credit Suisse First Bos.*, 230 F.R.D. 250, 260 (D. Mass. 2005); (iv) Plaintiff and Lead Counsel have adequately represented the Settlement Class, as discussed above; and (v) a class action remains superior to thousands of individual actions, particularly in the settlement context, where trial-manageability concerns are absent. The Court should therefore finally certify the Settlement Class for purposes of effectuating the Settlement.

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval of the Settlement, finally certify the Settlement Class, approve the Plan of Allocation, and enter the [Proposed] Final Judgment substantially in the form of Exhibit B to the Stipulation.

Dated: August 11, 2026

Respectfully submitted,

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Lead Counsel for Lead Plaintiff Oliver Shih and the Settlement Class

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on August 11, 2026.

/s/ *Jeremy A. Lieberman*
Jeremy A. Lieberman