



approve the Plan of Allocation as a fair and reasonable method to allocate the Settlement proceeds among the Members of the Class; and (4) whether and in what amount to award Plaintiff's Counsel<sup>2</sup> fees and expenses and Plaintiff's expenses. The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing, substantially in the form approved by the Court, was mailed to all individuals and entities, reasonably identifiable, who purchased or otherwise acquired American Depository Shares ("ADS") or purchased call options or sold put options of Shire plc ("Shire") between September 29, 2014 and October 14, 2014, inclusive (the "Class Period"), as shown by the records compiled by the Claims Administrator<sup>3</sup> in connection with its mailing of notice of the Settlement, at the respective addresses set forth in such records, and that a summary notice of the hearing, substantially in the form approved by the Court, was published pursuant to the Preliminary Approval Order as set forth in the Declaration of Jordan Broker; and the Court having considered and determined the fairness and reasonableness of the award of attorneys' fees and expenses requested by Plaintiff's Counsel.

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

1. The Court has jurisdiction over the subject matter of this Litigation and all matters relating to the Settlement.

2. On July 2, 2019, pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certified a Class, for settlement purposes only, defined as: All Persons who purchased or otherwise acquired American Depository Shares or purchased call options or sold put options of Shire plc between September 29, 2014 and October 14, 2014, inclusive. Excluded from the

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<sup>2</sup> Plaintiff's Counsel are Gardy & Notis, LLP and Wolf Haldenstein Adler Freeman & Herz LLP.

<sup>3</sup> The Claims Administrator is Epiq.

Class are: Defendants and their families, the officers and directors of the Company during the Class Period, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded from the Class are those Persons who timely and validly excluded themselves therefrom, as identified in Exhibit 1 hereto.

3. Notice of the pendency of this Litigation as a class action and of the proposed Settlement was given to all members of the Class who could be identified with reasonable effort. The Court finds that the form and method of notifying the Class of the pendency of this Litigation as a class action and of the terms and conditions of the proposed Settlement: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Class of (i) the pendency of the Litigation; (ii) the effect of the proposed Settlement (including the releases to be provided thereunder); (iii) Plaintiff's Counsel's application for fees and expenses and Plaintiff's expenses; (iv) their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiff's Counsel's application for fees and expenses and Plaintiff's expenses; (v) the right to exclude themselves from the Class; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), Section 21 of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the "PSLRA"), 15 U.S.C. §78u-4, *et seq.*, as amended, and all other applicable laws and rules.

4. Defendants have complied with the Class Action Fairness Act of 2005, 28 U.S.C. §1715. Defendants timely mailed notice of the Settlement pursuant to 28 U.S.C. §1715(b), including notices to the Attorney General of the United States of America, and the Attorneys General of all States in which Members of the Class reside. The notice contains the documents and information required by 28 U.S.C. §1715(b)(1)-(8). The Court finds that Defendants have complied in all respects with the requirements of 28 U.S.C. §1715.

5. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation, the amount of the Settlement, the releases provided for therein, and the dismissal with prejudice of the claims asserted in the Litigation), and finds that the Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the Class. Subject to the terms and provisions of the Stipulation and the conditions therein being satisfied, the parties are directed to consummate the Settlement.

6. All of the claims asserted in the Litigation are hereby dismissed in their entirety with prejudice. The Plaintiff, Defendants and the members of the Class shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

7. The terms of the Stipulation and of this Judgment shall be forever binding on Plaintiff, Defendants, and all other members of the Class (regardless of whether or not any individual member of the Class submits a Claim Form<sup>4</sup> or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns. The Persons listed on

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<sup>4</sup> The Claim Form is the form for submitting a claim, that each member of the Class must complete and submit to share in a distribution of the Net Settlement Fund. The Net Settlement Fund is the \$16.75 million Settlement amount being paid by or on behalf of Defendants minus Plaintiff's Counsel's Court approved fees and expenses, Plaintiff's Court approved fees, the costs to provide notice to the Class and administer the claims made by members of the Class, and any necessary taxes or tax expenses.

Exhibit 1 hereto are excluded from the Class pursuant to their request and are not bound by the terms of the Stipulation or this Judgment.

8. Any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims, whether arising under federal, state, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, that Plaintiff or any other member of the Class asserted in the Litigation or could have asserted in any forum that arise out of or are based upon or related in any way to (a) the acquisition or disposition of Shire publicly traded ADSs or options during the Class Period, or (b) the allegations, transactions, acts, facts, matters, occurrences, representations, statements, or omissions involved, set forth, or referred to in the Litigation are hereby released by Plaintiff and the members of the Class who have not excluded themselves from the Class (as set forth on Exhibit 1 hereto) against Defendants and their Related Parties (the “Released Claims”).<sup>5</sup>

9. Any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Litigation, except for claims relating to the enforcement of the

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<sup>5</sup> The Related Parties are Defendant’s respective former, present or future parents, subsidiaries, divisions and affiliates and the respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, agents, attorneys, advisors, accountants, auditors, and insurers and reinsurers of each of them; and the predecessors, successors, estates, Immediate Family members, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives, assigns, and assignees of each of them, in their capacity as such effective upon entry of this Judgment. Defendants together with the Related Parties are the “Released Persons.”

Settlement, are released by Defendants against Plaintiff and the members of the Class (the “Released Defendants’ Claims”).

10. Unknown Claims means (a) any and all Released Claims which Plaintiff, Plaintiff’s Counsel, or any member of the Class does not know or suspect to exist in his, her, or its favor at the time of this release of the Defendants and their Related Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or seek exclusion from the Class; and (b) any and all Released Defendants’ Claims that the Released Persons do not know or suspect to exist in his, her, or its favor at the time of the release of the Plaintiff, Plaintiff’s Counsel, or any member of the Class, which, if known by him, her, or it, might have affected his, her, or its settlement and release of Plaintiff, Plaintiff’s Counsel, or members or the Class.

11. Upon entry of this Judgment Plaintiff, Defendants, and the Class shall be deemed to have, and by operation of this Judgment to have, expressly waived the provisions, rights, and benefits of 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.

The Plaintiff, Defendants, and the Class shall expressly waive and each of the member of the Class shall be deemed to have, and by operation of this Judgment 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, which is similar, comparable, or equivalent to

California Civil Code §1542. The Plaintiff, Defendants, and the Class acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but the Plaintiff, Defendants, and the Class shall expressly settle and release, and each member of the Class, upon entry of this Judgment, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Plaintiff, Defendants, and the Class acknowledge, and the members of the Class shall be deemed by operation of this Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

12. Upon the entry of this Judgment, Plaintiff and each and all of the members of the Class ("Class Releasers") are hereby permanently barred and enjoined from the assertion, institution, maintenance, prosecution, or enforcement against Defendants or any Released Persons in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Claims (including, without limitation, Unknown Claims), as well as any other claims arising out of, relating to or in connection with, the defense, settlement, or resolution of the Litigation or the Released Claims, regardless of whether such member of the Class executes and delivers a Claim Form.

13. Upon entry of this Judgment, Plaintiff and each of the members of the Class shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. Plaintiff and each member of the Class are bound by this Judgment, including, without limitation, the release of claims as set forth in the Stipulation. The Released Claims are hereby compromised, settled, released, discharged, and dismissed as against the Released Persons on the merits and with prejudice by virtue of the proceedings herein and this Judgment.

14. Upon entry of this Judgment, each of the Released Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiff, each and all of the members of the Class, and Plaintiff's Counsel from all claims (including, without limitation, Unknown Claims) arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Defendants' Claims.

15. Pursuant to the PSLRA, upon entry of this Judgment, all claims by any individual or entity for contribution or indemnity arising out of the Litigation, however such claims are denominated, shall be barred against the Released Persons.

16. The Released Persons and their respective counsel may refer to or file the Stipulation and/or this Judgment in any action that may be brought against them in order to support a defense, claim, 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 or counterclaim or otherwise to enforce the terms of the Settlement.



17. The Court finds that AbbVie has satisfied its financial obligations under the Stipulation by paying or causing to be paid \$16,750,000.00 to the Settlement Fund.

18. The Court finds and concludes that the Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' counsel have complied with each requirement of Rule 11(b) of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and/or settlement of this Litigation.

19. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment. Separate orders shall be entered regarding approval of a plan of allocation and Plaintiff's Counsel's application for an award of attorneys' fees and expenses.

20. Any appeal or any challenge affecting the approval of: (a) the Plan of Allocation submitted by Plaintiff's Counsel; and/or (b) this Court's approval regarding any attorneys' fee and expense applications shall in no way disturb or affect the finality of the other provisions of this Judgment.

21. There is no just reason for delay in the entry of this Judgment as a final judgment in this Litigation and immediate entry by the Clerk of the Court is expressly directed.

DATED: *October 22, 2019*

  
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Honorable Robert M. Dow, Jr.

**Exhibit 1**

**List of Excluded Persons/Entities**

1. Pentwater Merger Arbitrage Master Fund Ltd.; Pentwater Equity Opportunities Master Fund Ltd.; PWCM Master Fund Ltd.; Oceana Master Fund Ltd.
2. Elliot Associates, L.P.; Elliot International, L.P.; the Liverpool Partnership
3. ODS Capital, LLC
4. WCM Alternatives: Event-Driven Fund; WCM Master Trust; The Merger Fund; The Merger Fund VL
5. Farallon Capital Partners, L.P.; Farallon Capital AA Investors, L.P.; Farallon Capital Institutional Partners, L.P.; Farallon Capital Institutional Partners II, L.P.; Farallon Capital Offshore Investors II, L.P.; Farallon Capital (AM) Investors, L.P.; Farallon Capital Institutional Partners III, L.P.; Noonday Offshore Investors Inc
6. First New York Securities LLC; FNY Managed Accounts LLC
7. Goose Hill Capital, LLC
8. Mason Capital L.P.; Mason Capital Master Fund L.P.
9. Hudson Bay Master Fund Ltd.; Hudson Bay Merger Arbitrage Opportunities Master Fund Ltd.
10. Quad Capital Portfolio A LLC; Quad Securities Portfolio A LLC