

Notice of Proposed Settlement of Class Action, Settlement Hearing, and Right to Appear

If You Acquired Shire plc American Depository Shares (“ADS”) or Call Options or Sold Put Options Between September 29, 2014, and October 14, 2014, You May Be Entitled to Money from a Class Action Settlement.

The Settlement will provide a gross amount of \$16.75 million to pay claims from investors who purchased or otherwise acquired ADS or purchased call options or sold put options of Shire plc (“Shire”) between September 29, 2014, and October 14, 2014, inclusive. The Net Settlement Fund (i.e., the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less [i] any Taxes, [ii] any Notice and Administration Costs, [iii] any Litigation Expenses awarded by the Court, and [iv] 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 Class. The proposed plan of allocation (the “Plan of Allocation”) is set forth on pages 4–7 below.

The Settlement resolves a lawsuit over the Plaintiff’s allegation that AbbVie, Inc. (“AbbVie”) and its CEO (“Defendants”) falsely told the market that they intended to proceed with a proposed transaction to acquire Shire through an inversion transaction (the “Combination”) after the U.S. Treasury Department had issued a notice of tax changes impacting inversions, when in fact it was reconsidering and ultimately withdrew from the Combination.

The Plaintiff agreed to the Settlement because the Class Members will receive a certain and more immediate recovery. The Plaintiff and her attorneys think the Settlement is fair and what is best for all Class Members.

Plaintiff’s damages expert estimates that the conduct at issue in the Action affected approximately 2,292,600 Shire ADS and 2,288,900 Shire Call Options purchased, and 1,876,200 Shire Put Options sold/written, during the Class Period. Based on the total Settlement Amount, if all eligible Class Members elect to participate in the Settlement, the estimated average recovery would be approximately \$5.63 per affected Shire ADS, \$0.13 per affected Shire Call Option, and \$1.89 per affected Shire Put Option, before the deduction of any Court-approved fees, expenses, and costs as described in this Notice.¹ Class Members should note, however, that the foregoing average recovery per share or option is only an estimate. Some Class Members may recover more or less than this estimated amount depending on, among other factors, which Shire Securities they purchased, when and at what prices they purchased/acquired or sold/wrote their Shire Securities, and the total number of valid Claim Forms submitted. Distributions to eligible Class Members will be made based on the Plan of Allocation set forth herein (see pages 4–7 below) or such other plan of allocation as may be approved by the Court.

The parties do not agree on the average amount of damages per share or option that would be recoverable if Lead Plaintiff were to prevail in the Action. Among other things, the 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 Class as a result of their conduct.

The Court has appointed the law firms of Gardy & Notis, LLP and Wolf Haldenstein Adler Freeman & Herz LLP to represent the Class (“Plaintiff’s Counsel”). Plaintiff’s Counsel have been litigating this case since 2014 without any payment and have advanced all the funds to pay the necessary expenses in connection with the case. Plaintiff’s Counsel will seek an award of attorneys’ fees not to exceed 30% of the Settlement Fund plus reasonable expenses, which will include reasonable costs incurred by Plaintiff Dawn Bradley directly related to her representation of the Class. Class Members are not personally liable for any such fees or expenses. If the Court approves Plaintiff’s Counsel’s Fee and Expense Application, assuming claims are filed for all affected shares and options, the estimated average amount of fees and expenses would be approximately \$1.94 per affected Shire ADS, \$0.05 per affected Shire Call Option, and \$0.65 per affected Shire Put Option.

Jennifer Sarnelli of Gardy & Notis, LLP, Tower 56, 126 East 56th Street, 8th Floor, New York, NY 10022, 212-905-0509, jsarnelli@gardylaw.com, one of the attorneys for the Class, is available to answer questions regarding the Settlement.

Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

¹ All options-related amounts here are per share or unit of the underlying security (i.e., 1/100 of a contract).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	By December 4, 2019 . This is the only way to get a payment.
OBJECT	Write to the Court by October 1, 2019 , about why you don't like the Settlement.
EXCLUDE YOURSELF	Ask to be excluded from the Settlement by October 1, 2019 . You will not be eligible to get a payment and will not be bound by the release.
DO NOTHING	Get no payment. Give up your rights.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after objections and appeals, if any, are resolved. Please be patient.

1. Why did I get this Notice?

This Notice is being sent to you pursuant to an Order of the Court because you or someone in your family may have acquired Shire ADS or purchased call options or sold put options of Shire between September 29, 2014, and October 14, 2014, inclusive.

You got this Notice because you have a right to know about the proposed Settlement of this lawsuit, and about all your options, before the Court decides whether to approve the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United State District Court for the Northern District of Illinois (the “Court”), and the case is called *Rubinstein v. Gonzalez*, No. 14-cv-9465 (the “Lawsuit”). The judge presiding over this case is the Honorable Robert M. Dow Jr. The person who brought the suit, Dawn Bradley, is called the “Plaintiff,” and the company and people she sued, AbbVie and Richard Gonzalez, are called the “Defendants.”

If the Court approves the Settlement and the Settlement becomes effective: (a) the Lawsuit will be dismissed with prejudice, (b) all members of the Class will be deemed to have released the Released Claims (a full copy of the Released Claims is in question 10), and (c) the Claims Administrator approved by the Court will make payments pursuant to the Settlement.²

2. What is this Lawsuit about?

The following summary does not constitute findings of the Court. The Court has made no findings about the following matters, and these descriptions are not opinions of the Court as to the merits of any of the claims or defenses raised by any of the parties.

The Plaintiff alleges as follows: AbbVie entered into an agreement to acquire Shire in what is called an “inversion transaction,” which would result in AbbVie’s becoming a foreign Company, which would provide certain tax benefits. However, on September 22, 2014, the U.S. Treasury Department issued a notice of a tax rule change that would materially alter those benefits. The Lawsuit claims that despite knowing that the Company would not proceed with the Combination, Defendant told investors on September 29, 2014, that he was “more energized than ever” and “more confident than ever” about the Combination, when in fact he knew the Company was reconsidering acquiring Shire. On October 14, 2014, AbbVie announced it was reconsidering the Combination and ultimately withdrew from the Combination the next day.

² All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated May 31, 2019 (the “Settlement Stipulation”), which is available on the Settlement website at www.AbbVieSettlement.com.

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Plaintiff claimed that as a result of Gonzalez's statements, investors believed that the Combination was moving forward and therefore acquired Shire Securities based on this reassurance. On October 14, 2014, after the Company announced it was reconsidering the Combination, the Shire share price dropped dramatically, causing harm to the Class. Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage.

Plaintiff's Counsel reviewed thousands of documents, took numerous depositions, and consulted with experts about the Lawsuit, and both Defendants and Plaintiff presented arguments to the Court about the merits of the claims. The Court decided not to dismiss the Lawsuit in its entirety, but did not make any final decisions about the merits of the case.

3. Why is this a class action?

In a class action, one or more people (in this case, Plaintiff Dawn Bradley) sue on behalf of people who have similar claims. All these people are a Class or Class Members.

4. Why is there a settlement?

Although the Plaintiff and her counsel think they could have won at trial, the Defendants think the Plaintiff would not have won anything at a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, the parties avoid the cost of a trial, and the Class Members will receive money. The Plaintiff and her attorneys think the Settlement is fair and what is best for all Class Members.

Plaintiff's Counsel conducted an investigation and pursued extensive discovery relating to the claims and the underlying events and transactions alleged in the Lawsuit. Plaintiff's Counsel have analyzed the evidence obtained during their investigation, and the extensive discovery obtained in the Lawsuit, and have also researched the law with respect to the claims asserted in the Lawsuit and the potential defenses. Plaintiff's Counsel consulted with an expert regarding the potential damages to the Class, and considered the views of the expert retained by Defendants. Plaintiff's Counsel also considered the Court's partial denial of Defendants' motion to dismiss the Lawsuit.

In negotiating and evaluating the terms of the Settlement, Plaintiff and Plaintiff's Counsel considered the significant legal and factual defenses to the Plaintiff's claims and the expense, length, and risk of pursuing their claims through trial and appeals. While Plaintiff believes that the Defendants recklessly omitted material information from the market about the fact that it was reconsidering the Combination and falsely reassured the market that the Combination would proceed, Defendants have argued that they acted appropriately and continue to deny all allegations of wrongdoing, fault, liability, or damage. In light of the risks of continued litigation, the amount of the Settlement, and the immediacy of recovery to the Class, Plaintiff and Plaintiff's Counsel believe that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Class. Plaintiff and Plaintiff's Counsel believe that the Settlement provides an extraordinary benefit to the Class, namely \$16.75 million in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Lawsuit would produce a smaller, or no, recovery after trial and appeals, possibly years in the future.

The Court has not made any final decisions about Plaintiff's claims or Defendants' defenses.

5. How do I know if I am part of the Settlement?

If you are a member of the Class, you are subject to the Settlement. The Class proposed to the Court consists of:

All Persons who purchased or otherwise acquired American Depository Shares or "ADS" or purchased call options or sold put options (collectively, "Securities") of Shire plc ("Shire") between September 29, 2014, and October 14, 2014, inclusive. Excluded from the 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; and persons that exclude themselves from the Class.

Please note: receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive money from the Settlement. If you wish to be eligible to get money from the Settlement, you are required to submit the Claim Form attached hereto and make sure it is postmarked no later than **December 4, 2019**.

6. What does the Settlement provide?

In consideration for the full and final settlement and dismissal with prejudice of the Lawsuit, and the release by the Class Members of any and all Released Claims, the Defendants have agreed to pay \$16.75 million cash into an interest-bearing escrow account for the benefit of the Class to be divided, after payment of fees and expenses, among all Class Members who purchased or otherwise acquired ADS or purchased call options or sold put options of Shire between September 29, 2014, and October 14, 2014, and who send in a valid Claim Form.

7. How much will my payment be?

Your share of the fund will depend on several things, including, among other things, how many Class Members timely send in valid Claim Forms; the amount of Shire ADS or Call Options you purchased or otherwise acquired, or the amount of Shire Put Options you sold, during the Class Period; the prices and dates of those purchases or acquisitions; and the prices and dates of any sales you made. The Plan of Allocation below will provide more detail on your potential recovery.

As discussed above, the Settlement provides \$16.75 million in cash for the benefit of the Class. The Settlement Amount and any interest it earns constitute the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court, is the “Net Settlement Fund.” If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants—i.e., members of the Class who timely submit valid Claim Forms that are accepted for payment by the Court—in accordance with this proposed Plan of Allocation (“Plan of Allocation” or “Plan”) or such other plan of allocation as the Court may approve. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website, www.AbbVieSettlement.com.

The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement, because the Settlement Fund is less than the total losses alleged to be suffered by Class Members. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making pro rata allocations of the Net Settlement Fund. An Authorized Claimant’s Recognized Claim will be the amount used to calculate the Authorized Claimant’s pro rata share of the Net Settlement Fund. The pro rata share will be the Authorized Claimant’s Recognized Claim divided by the total of the Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

The Plan of Allocation was developed in consultation with Plaintiff’s damages expert. In developing the Plan of Allocation, the damages expert calculated the estimated amount of alleged artificial inflation (or deflation) in the per-share prices of Shire ADS and options that was allegedly caused by Defendants’ alleged materially false and misleading statements and omissions, adjusting those price changes for factors that were attributable to market or industry forces, and for non-fraud-related information.

In order to have recoverable damages under the federal securities laws, disclosure of the alleged misrepresentation and/or omission must be the cause of the decline in the price of the security. In this Action, Plaintiff alleges that corrective information allegedly impacting the prices of Shire Securities (referred to as a “corrective disclosure”) was released to the market on October 14, 2014, which impacted the market price of Shire Securities in a statistically significant manner and removed the alleged artificial inflation (or deflation for put options). Accordingly, in order to have a compensable loss in this Settlement, Shire ADS or Call Options must have been purchased or otherwise acquired during the Class Period and held through October 14, 2014, and with respect to Shire Put Options, those options must have been sold (written) during the Class Period and not closed through October 14, 2014.

THE PLAN OF ALLOCATION

In this case, Plaintiff alleged that Defendants made false statements and omitted material facts during the period between September 29, 2014, through and including October 14, 2014, which had the effect of artificially inflating the prices of Shire ADS and Shire Call Options and artificially deflating the price of Shire Put Options. Plaintiff alleged that artificial inflation was removed from Shire ADS and Call Options and artificial deflation was removed from Shire Put Options on October 15, 2014, in reaction to information disclosed on October 14, 2014 (after market hours).

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In order to have a “Recognized Loss Amount” under the Plan with respect to Shire ADS and Call Options, the security must have been purchased during the Class Period and held through the alleged disclosure that resulted in a statistically significant change in market price, and with respect to Put Options, those options must have been sold (written) during the Class Period and not closed through the alleged disclosure that resulted in a statistically significant change in market price.

Shire ADS held as of the close of trading on September 26, 2014, and sold during the Class Period were sold at artificially inflated prices but purchased at prices that were not artificially inflated by the alleged fraud. A “Recognized Gain Amount” will be calculated for each such ADS.

Shire Call Options held (i.e., open positions) as of the close of trading on September 26, 2014, and sold (closed) during the Class Period were sold at artificially inflated prices but purchased at prices that were not artificially inflated by the alleged fraud. A “Recognized Gain Amount” will be calculated for each such Shire Call Option.

Shire Put Options sold (written) prior to the close of trading on September 26, 2014, and closed (through purchase or exercise) during the Class Period were closed at artificially deflated prices but sold at prices that were not artificially deflated by the alleged fraud. A “Recognized Gain Amount” will be calculated for each such Shire Put Option.

CALCULATION OF RECOGNIZED LOSS AND RECOGNIZED GAIN AMOUNTS

With respect to Shire ADS, Call Options, and Put Options, a Recognized Loss Amount will be calculated by the Claims Administrator as set forth below for each purchase or other acquisition of Shire ADS and Call Option contracts and each sale of Shire Put Option contracts from September 29, 2014, through and including October 14, 2014, that is listed in the Claim Form and for which adequate documentation is provided, and a Recognized Gain Amount will be calculated by the Claims Administrator as set forth below for each sale of Shire ADS and Call Option contracts and each purchase of Shire Put Option contracts from September 29, 2014, through and including October 14, 2014, that is listed in the Claim Form and for which adequate documentation is provided.

SHIRE ADS CALCULATIONS

For each Shire ADS purchased or otherwise acquired from September 29, 2014, through and including October 14, 2014, the Recognized Loss Amount for each such ADS shall be \$50.69, the dollar artificial inflation applicable to each such ADS on the date of purchase/acquisition.

For each Shire ADS sold from September 29, 2014, through and including October 14, 2014, the Recognized Gain Amount for each such ADS shall be \$50.69, the dollar artificial inflation applicable to each such ADS on the date of sale.

SHIRE CALL AND PUT OPTION CALCULATIONS

Exchange-traded options are traded in units called “contracts” that entitle the holder to buy (in the case of a call option) or sell (in the case of a put option) 100 shares of the underlying security, which in this case are Shire ADS. Throughout this Plan, all price quotations are per share of the underlying security (i.e., 1/100 of a contract).

Each option contract specifies a strike price and an expiration date. Contracts with the same strike price and expiration date are referred to as a “series,” and each series represents a different security that trades in the market and has its own market price (and thus artificial inflation or deflation). Under the Plan of Allocation, the dollar artificial inflation per share (i.e., 1/100 of a contract) for each series of Shire Call Options and the dollar artificial deflation per share (i.e., 1/100 of a contract) for each series of Shire Put Options has been calculated by Lead Plaintiff’s damages expert.

There are two tables included at the end of this Notice setting forth the eligible option series. Table 1 sets forth the dollar amount of artificial inflation per share in Shire Call Options during the Class Period. Table 2 below sets forth the dollar amount of artificial deflation per share in Shire Put Options during the Class Period. Tables 1 and 2 list only series of exchange-traded Shire Options that expired on or after October 15, 2014—the date of the alleged corrective disclosure. Transactions in Shire Options that expired before October 15, 2014, have a Recognized Loss Amount of zero and a Recognized Gain Amount of zero under the Plan of Allocation. Any Shire Option series not listed on Table 1 or Table 2 has a Recognized Loss Amount of zero and a Recognized Gain Amount of zero under the Plan of Allocation.

For each Shire Call Option purchased or otherwise acquired from September 29, 2014, through and including October 14, 2014, the Recognized Loss Amount for each such share shall be the dollar amount of artificial inflation applicable to each such share as set forth in Table 1 below, multiplied by 0.4.

For each Shire Call Option held as of the close of trading on September 26, 2014, and closed (through sale or exercise) from September 29, 2014, through and including October 14, 2014, the Recognized Gain Amount for each such share shall be the dollar amount of artificial inflation applicable to each such share as set forth in Table 1 below, multiplied by 0.4.

For each Shire Put Option sold (written) from September 29, 2014, through and including October 14, 2014, the Recognized Loss Amount for each such share shall be the dollar amount of artificial deflation applicable to each such share as set forth in Table 2 below, multiplied by 0.4.

For each Shire Put Option sold as of the close of trading on September 26, 2014, and closed (through purchase or assignment) from September 29, 2014, through and including October 14, 2014, the Recognized Gain Amount for each such share shall be the dollar amount of artificial deflation applicable to each such share as set forth in Table 2 below, multiplied by 0.4.

ADDITIONAL PROVISIONS

FIFO Matching: If a Claimant has more than one purchase/acquisition or sale of Shire ADS, Call Options, or Put Options during the Class Period, all purchases/acquisitions and sales of the like security shall be matched on a First In, First Out (“FIFO”) basis. For Shire ADS and Call Options, Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period. For Shire Put Options, Class Period purchases will be matched first to close out positions open at the beginning of the Class Period and then against Put Options sold (written) during the Class Period in chronological order.

Purchase/Acquisition/Sale Dates and Prices: Purchases or acquisitions and sales of Shire ADS, Call Options, or Put Options shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. All purchase or acquisition and sale prices shall exclude any fees, taxes, commissions, or other costs. The receipt or grant by gift, inheritance, or operation of law of Shire ADS, Call Options, or Put Options during the Class Period shall not be deemed a purchase, acquisition, or sale for the calculation of a Claimant’s Recognized Loss Amount pursuant to the calculations set forth above, and such receipt or grant shall not be deemed an assignment of any claim relating to the purchase/acquisition or sale of such Shire Securities, unless (i) the donor or decedent purchased or otherwise acquired such securities during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) 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 Shire Securities.

Short Sales: With respect to Shire ADS, the date of covering a short sale is deemed to be the date of purchase or acquisition of the stock. The date of a short sale is deemed to be the date of sale of the respective Shire ADS. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on short sales, including purchases covering short sales, during the Class Period is zero. In the event that a Claimant has an opening short position in Shire ADS, the earliest Class Period purchases or acquisitions shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

If a Class Member has “written” Shire Call Options, thereby having a short position in the Call Options, the date of covering such a written position is deemed to be the date of purchase or acquisition of the Call Option. The date on which the Call Option was written is deemed to be the date of sale of the Call Option. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “written” Call Options and any purchased Call Options used to cover the position is zero. In the event that a Claimant has an opening written position in Shire Call Options, the earliest Class Period purchases or acquisitions of like Call Options shall be matched against such opening written position, and not be entitled to a recovery, until that written position is fully covered.

If a Class Member has purchased or acquired Shire Put Options, thereby having a long position in the Put Options, the date of purchase or acquisition is deemed to be the date of purchase or acquisition of the Put Option. The date on which the Put Option was sold, exercised, or expired is deemed to be the date of sale of the Put Option. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on such purchased or acquired Put Options is zero. In the event that a Claimant has an opening long position in Shire Put Options, the earliest Class Period sales or dispositions of like Put Options shall be matched against such opening position, and not be entitled to a recovery, until that long position is fully covered.

Eligible Securities: Shire ADS, Call Options, and Put Options are the only securities eligible for recovery under the Plan of Allocation. With respect to Shire ADS purchased or sold through the exercise of an option, the purchase/sale date of the Shire ADS is the exercise date of the option, and the purchase/sale price is the exercise price of the option.

Calculation and Distribution of Recognized Claims: The sum of a Claimant's Recognized Loss Amounts minus the sum of a Claimant's Recognized Gain Amounts will be the Claimant's "Recognized Claim." To the extent that the calculation of a Claimant's Recognized Claim results in a negative number, the Claimant's Recognized Claim will be zero.

An Authorized Claimant's Recognized Claim shall be the amount used to calculate the Authorized Claimant's pro rata share of the Net Settlement Fund. If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its pro rata share of the Net Settlement Fund. The 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.

If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment, the excess amount in the Net Settlement Fund shall be distributed pro rata to all Authorized Claimants entitled to receive payment.

The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

Class Members who do not submit valid Claim Forms will not share in the distribution of the Net Settlement Fund; however, they will nevertheless be bound by the Settlement and Judgment of the Court dismissing this Action, unless they have timely and validly sought exclusion.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund at least four months after the initial distribution of such funds shall be redistributed on a pro rata basis to Class Members who have cashed their initial distributions in an equitable and economical manner, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution. These redistributions shall be repeated until the balance in the Net Settlement Fund is no longer economical to distribute. Any balance that still remains in the Net Settlement Fund after redistribution(s), which is not feasible or economical to reallocate, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund, shall be contributed to Public Justice, a nonprofit legal advocacy organization.

Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Shire, their counsel, Plaintiff, Plaintiff's Counsel, their damages expert, the Claims Administrator, or any other agent designated by Plaintiff's Counsel, arising from determinations or distributions to Claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Shire and their counsel shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Plan of Allocation, the determination, administration, calculation, or payment of any claim or any actions taken (or not taken) by the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

8. How can I get a payment?

To qualify for payment, you must submit the Claim Form attached to this Notice or complete a Claim Form on the Settlement website at www.AbbVieSettlement.com. Read the instructions carefully, fill out the form, sign it, and mail, email, or submit it online no later than **December 4, 2019**.

9. When would I get my payment?

The Court will hold a hearing at **10:00 a.m. on October 22, 2019**, at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Courtroom 2303, Chicago, IL 60604, to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the Settlement on the Settlement website. Please be patient.

10. How does the Settlement affect my rights?

If the Settlement is approved, you can't sue or be part of any other lawsuit against Defendants about the legal issues in this case, regardless of whether or not you submit a Claim Form or get paid, unless you exclude yourself as explained in question 14. It also means that all the Court's orders will apply to you and legally bind you.

As a result of the Settlement, you can no longer sue any of the Defendants for any of the claims made in the Lawsuit. Giving up these claims is called a "release." The full release language agreed to in connection with the Lawsuit is as follows:

The Released Claims are 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 Class Member 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 ADS 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. "Released Claims" does not include any claims to enforce the Settlement. "Released Claims" includes "Unknown Claims" as defined below.

"Unknown Claims" means (a) any and all Released Claims that Plaintiff, Plaintiff's Counsel, or any Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, 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 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 Class Members, which, if known by him, her, or it, might have affected his, her, or its settlement and release of Plaintiff, Plaintiff's Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each of the Settling Parties shall be deemed to have, and by operation of the Judgment shall 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 Settling Parties shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the 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 Settling Parties acknowledge that they may hereafter discover facts in addition to or different from those that 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 Settling Parties shall expressly settle and release, and each Class Member, upon the Effective Date, 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 noncontingent, 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 that 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 Settling Parties acknowledge, and the Class Members shall be deemed by operation of the 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.

11. Do I have a lawyer in this case?

The Court appointed the law firms of Gardy & Notis, LLP and Wolf Haldenstein Adler Freeman & Herz LLP Co-Lead Counsel to represent you and other Class Members. These lawyers are called "Plaintiff's Counsel." You will not be charged any out-of-pocket money for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Questions? Visit www.AbbVieSettlement.com. Email info@AbbVieSettlement.com. Call 1-855-543-5395.

12. How will the lawyers be paid?

Plaintiff's Counsel will ask the Court to approve payment of up to 30% of the Settlement Amount plus out-of-pocket expenses for attorneys' fees and expenses not to exceed \$750,000. Plaintiff will also request reimbursement of time and expenses of \$10,000 for the work she performed on behalf of the Class. Plaintiff's Counsel have been working on this case since 2014 without any payment. Plaintiff's Counsel successfully opposed Defendants' motion to dismiss the Lawsuit; engaged in several discovery motions and conferences throughout 2017 and 2018, including four motions to compel and two motions for protective order; reviewed thousands of documents from Defendants and third parties; took 11 depositions; and consulted with an expert about the Lawsuit. The Court did not make any final decisions about the merits of the case. The fees would pay Plaintiff's Counsel for investigating the facts, litigating the case, and negotiating the Settlement that achieves a \$16.75 million recovery. The expenses are to reimburse Plaintiff's Counsel for out-of-pocket expenses incurred in litigating the Lawsuit. The Court may award less than these amounts. The amount of the fees and expenses and Plaintiff's fee will be deducted from the Settlement Fund. The costs to administer the Settlement will also be deducted from the Settlement Fund.

13. How do I tell the Court that I don't like the Settlement?

You can object to the Settlement if you don't like any part of it, including the request by Plaintiff's Counsel for fees and reimbursement of expenses as described above. You can give reasons why you think the Court should not approve the Settlement or the request for fees/expenses. The Court will consider your views. To object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement, Plan of Allocation, and/or Fee and Expense Application in the *AbbVie Securities Litigation*. Include your name, mailing address, daytime telephone number, email address, and your signature; state the number of Shire ADS or options owned as of the beginning of trading on September 29, 2014 (the first day of the Class Period); identify the date(s), price(s), and number(s) of Shire ADS or options you purchased, acquired, and sold during the Class Period; and state your comments or the reasons why you object to the proposed Settlement, Plan of Allocation, and/or Fee and Expense Application, including any legal support for such objection. You must also include copies of documents demonstrating such purchase(s), acquisition(s), and/or sale(s). Your comments or objection must be filed with the Court and mailed or delivered to each of the following addresses such that it is received no later than **October 1, 2019**:

Jennifer Sarnelli
Gardy & Notis, LLP
Tower 56
126 East 56th Street, 8th Floor
New York, NY 10022

Joshua Z. Rabinovitz
Kirkland & Ellis, LLP
300 North LaSalle
Chicago, IL 60654

14. How do I exclude myself from the Class?

To exclude yourself from the Class and the Settlement, you must send a letter by First-Class Mail stating that you "request exclusion from the Class in the *AbbVie Securities Litigation*." You cannot exclude yourself by telephone or email. Your letter must include your name, address, telephone number, and your signature. In addition, you must provide your purchases, acquisitions, and sales of Shire ADS or options during the Class Period, including the dates, the number of Shire ADS or options purchased, acquired, or sold and price paid or received for each such purchase, acquisition, or sale. You must submit your exclusion request so that it is postmarked no later than **October 1, 2019**, to:

AbbVie Securities Litigation
EXCLUSIONS
c/o Epiq
P.O. Box 4087
Portland, OR 97208-4087

Your exclusion request must comply with these requirements in order to be valid and effective. Plaintiff's Counsel or the Claims Administrator may, at their discretion, request from any person or entity requesting exclusion documentation sufficient to prove his, her, or its purchases, acquisitions, and/or sales of Shire ADS or options during the Class Period.

If you ask to be excluded, you will not receive any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit, and you may be able to sue the Defendants and the other Released Persons about the Released Claims in the future.

Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Class in an amount that exceeds an amount agreed to by Plaintiff and Defendants.

15. What is the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be paid and do not want to release any claims you think you may have against Defendants and their Related Parties. If you exclude yourself, you cannot object to the Settlement because it does not affect you.

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Settlement Hearing at **10:00 a.m. on October 22, 2019**, at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Courtroom 2303, Chicago, IL 60604. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Plan of Allocation. The Court will also consider how much to pay to Plaintiff's Counsel. If there are objections, the Court will consider them. After the hearing, the Court will make decisions whether to approve these matters relating to the Settlement. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Plaintiff's Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection with the proper documentation and in the manner described above on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

Unless the Court orders otherwise, any Class Member who does not object in the manner described above and provide the proper proof of membership in the Class will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, Plaintiff's Counsel's request for an award of attorneys' fees and reimbursement of expenses, or Plaintiff's request for an incentive award. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

18. What happens if I do nothing at all?

If you do nothing, you will get no money from the Settlement. If the Settlement is approved, you won't be able to start a lawsuit, or be part of any other lawsuit, against the Defendants about the legal issues in this case, ever again.

19. Are there more details about the Settlement?

This Notice summarizes the Settlement. More details are in the Stipulation of Settlement. For more detailed information about the matters involved in the Lawsuit, you are referred to the papers on file in the Lawsuit, including the Stipulation of Settlement, which may be inspected during regular business hours of each business day at the United States District Court Northern District of Illinois Clerk's Office. Copies of the Stipulation of Settlement and any related orders entered by the Court will be posted on the Settlement website at www.AbbVieSettlement.com. All questions about this Notice or the Claim Form should be directed to the Claims Administrator by visiting www.AbbVieSettlement.com, emailing info@AbbVieSettlement.com, or calling 1-855-543-5395.

20. How do I get more information?

You can call the Claims Administrator at 1-855-543-5395 toll-free; write to *AbbVie Securities Litigation*, c/o Epiq, P.O. Box 4087, Portland, OR 97208-4087; email the Claims Administrator at info@AbbVieSettlement.com; contact Jennifer Sarnelli of Gardy & Notis, LLP (one of counsel for Plaintiff) at jsarnelli@gardylaw.com; or visit the website www.AbbVieSettlement.com, where you will find answers to common questions about the Settlement, a Claim Form, plus other information to help you determine whether you are a Class Member and whether you are eligible to get money from the Settlement. PLEASE DO NOT CALL OR WRITE THE COURT.

NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS.

If you held Shire ADS or options during the Class Period for the beneficial interest of a person or entity other than yourself, within seven (7) business days of receipt of this Notice, you must either (a) forward the Notice and Claim Form to all such beneficial owners; or (b) provide a list of the names and addresses of all such beneficial owners to *AbbVie Securities Litigation*, c/o Epiq, P.O. Box 4087, Portland, OR 97208-4087, or by email to info@AbbVieSettlement.com. If you choose the second option, the Claims Administrator will send copies of the Notice and the Claim Form to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the Settlement website maintained by the Claims Administrator, www.AbbVieSettlement.com, or by calling the Claims Administrator at 1-855-543-5395.

Table 1. Shire Call Option Artificial Inflation per Share by Option Series

Expiration Date	Strike Price	Artificial Inflation per Share	Expiration Date	Strike Price	Artificial Inflation per Share	Expiration Date	Strike Price	Artificial Inflation per Share
10/18/2014	\$170.00	\$62.11	11/14/2014	\$232.50	\$18.73	1/17/2015	\$260.00	\$6.20
10/18/2014	\$175.00	\$59.43	11/14/2014	\$242.50	\$11.44	1/17/2015	\$265.00	\$5.76
10/18/2014	\$225.00	\$19.32	11/14/2014	\$260.00	\$1.85	1/17/2015	\$270.00	\$2.65
10/18/2014	\$235.00	\$10.38	11/14/2014	\$265.00	\$0.10	1/17/2015	\$275.00	\$2.09
10/18/2014	\$240.00	\$7.12	11/14/2014	\$270.00	\$1.36	1/17/2015	\$280.00	\$0.32
10/18/2014	\$245.00	\$3.77	11/22/2014	\$205.00	\$36.84	1/17/2015	\$290.00	\$0.51
10/18/2014	\$250.00	\$1.80	11/22/2014	\$235.00	\$17.88	1/17/2015	\$295.00	\$0.10
10/18/2014	\$252.50	\$1.63	11/22/2014	\$250.00	\$7.51	1/17/2015	\$300.00	\$0.24
10/18/2014	\$255.00	\$0.10	11/22/2014	\$255.00	\$5.49	4/17/2015	\$205.00	\$37.47
10/18/2014	\$257.50	\$0.02	11/22/2014	\$260.00	\$3.35	4/17/2015	\$245.00	\$16.33
10/24/2014	\$227.50	\$17.98	11/22/2014	\$265.00	\$1.41	4/17/2015	\$255.00	\$11.01
10/24/2014	\$247.50	\$3.89	11/22/2014	\$270.00	\$1.19	4/17/2015	\$260.00	\$8.46
10/24/2014	\$255.00	\$0.34	11/22/2014	\$275.00	\$0.61	4/17/2015	\$265.00	\$6.12
10/31/2014	\$225.00	\$20.82	11/28/2014	\$255.00	\$5.88	4/17/2015	\$275.00	\$2.31
10/31/2014	\$230.00	\$16.67	1/17/2015	\$180.00	\$49.76	4/17/2015	\$280.00	\$0.83
10/31/2014	\$232.50	\$14.82	1/17/2015	\$225.00	\$25.66	4/17/2015	\$285.00	\$0.05
10/31/2014	\$235.00	\$13.32	1/17/2015	\$230.00	\$21.92	1/15/2016	\$225.00	\$26.34
10/31/2014	\$240.00	\$9.31	1/17/2015	\$235.00	\$19.39	1/15/2016	\$230.00	\$24.35
10/31/2014	\$260.00	\$0.19	1/17/2015	\$240.00	\$16.57	1/15/2016	\$235.00	\$22.06
11/7/2014	\$230.00	\$17.84	1/17/2015	\$245.00	\$14.07	1/20/2017	\$290.00	\$5.15
11/7/2014	\$257.50	\$2.14	1/17/2015	\$250.00	\$11.08			
11/14/2014	\$225.00	\$22.55	1/17/2015	\$255.00	\$8.77			

Questions? Visit www.AbbVieSettlement.com. Email info@AbbVieSettlement.com. Call 1-855-543-5395.

Table 2. Shire Put Option Artificial Deflation per Share by Option Series

Expiration Date	Strike Price	Artificial Deflation per Share	Expiration Date	Strike Price	Artificial Deflation per Share	Expiration Date	Strike Price	Artificial Deflation per Share
10/18/2014	\$140.00	\$0.51	10/24/2014	\$267.50	\$72.41	11/22/2014	\$265.00	\$69.79
10/18/2014	\$145.00	\$1.07	10/24/2014	\$270.00	\$72.41	11/22/2014	\$270.00	\$70.95
10/18/2014	\$150.00	\$1.97	10/31/2014	\$220.00	\$46.90	11/22/2014	\$275.00	\$72.17
10/18/2014	\$155.00	\$2.89	10/31/2014	\$225.00	\$51.08	11/22/2014	\$280.00	\$72.46
10/18/2014	\$160.00	\$4.74	10/31/2014	\$237.50	\$59.82	11/22/2014	\$285.00	\$72.46
10/18/2014	\$165.00	\$6.39	10/31/2014	\$240.00	\$61.33	11/28/2014	\$230.00	\$51.08
10/18/2014	\$170.00	\$8.99	10/31/2014	\$247.50	\$65.75	1/17/2015	\$90.00	\$2.31
10/18/2014	\$180.00	\$15.45	10/31/2014	\$250.00	\$66.97	1/17/2015	\$100.00	\$1.07
10/18/2014	\$185.00	\$19.15	10/31/2014	\$262.50	\$71.15	1/17/2015	\$130.00	\$2.16
10/18/2014	\$190.00	\$23.38	10/31/2014	\$270.00	\$72.26	1/17/2015	\$140.00	\$5.22
10/18/2014	\$195.00	\$27.19	10/31/2014	\$275.00	\$72.22	1/17/2015	\$150.00	\$7.82
10/18/2014	\$200.00	\$31.56	11/7/2014	\$227.50	\$51.95	1/17/2015	\$180.00	\$20.80
10/18/2014	\$205.00	\$35.74	11/14/2014	\$240.00	\$58.85	1/17/2015	\$185.00	\$23.59
10/18/2014	\$210.00	\$39.36	11/14/2014	\$265.00	\$70.42	1/17/2015	\$200.00	\$31.25
10/18/2014	\$215.00	\$44.08	11/14/2014	\$270.00	\$71.34	1/17/2015	\$205.00	\$34.26
10/18/2014	\$220.00	\$48.89	11/14/2014	\$275.00	\$72.12	1/17/2015	\$210.00	\$37.47
10/18/2014	\$222.50	\$49.59	11/22/2014	\$135.00	\$2.04	1/17/2015	\$215.00	\$40.87
10/18/2014	\$225.00	\$52.97	11/22/2014	\$140.00	\$2.14	1/17/2015	\$220.00	\$44.56
10/18/2014	\$230.00	\$58.12	11/22/2014	\$145.00	\$3.52	1/17/2015	\$225.00	\$46.65
10/18/2014	\$232.50	\$59.41	11/22/2014	\$150.00	\$4.30	1/17/2015	\$240.00	\$55.55
10/18/2014	\$235.00	\$61.60	11/22/2014	\$155.00	\$6.12	1/17/2015	\$245.00	\$58.07
10/18/2014	\$237.50	\$63.44	11/22/2014	\$180.00	\$19.34	1/17/2015	\$255.00	\$63.47
10/18/2014	\$240.00	\$65.70	11/22/2014	\$185.00	\$22.01	1/17/2015	\$270.00	\$69.30
10/18/2014	\$242.50	\$67.74	11/22/2014	\$190.00	\$25.17	4/17/2015	\$170.00	\$18.22
10/18/2014	\$245.00	\$68.79	11/22/2014	\$195.00	\$28.33	4/17/2015	\$180.00	\$23.04
10/18/2014	\$247.50	\$70.27	11/22/2014	\$200.00	\$31.27	4/17/2015	\$190.00	\$27.85
10/18/2014	\$250.00	\$70.71	11/22/2014	\$205.00	\$34.36	4/17/2015	\$195.00	\$30.32
10/18/2014	\$252.50	\$71.15	11/22/2014	\$210.00	\$38.10	4/17/2015	\$200.00	\$32.66
10/18/2014	\$255.00	\$72.70	11/22/2014	\$215.00	\$41.45	4/17/2015	\$210.00	\$37.86
10/18/2014	\$257.50	\$72.60	11/22/2014	\$220.00	\$45.10	4/17/2015	\$220.00	\$43.25
10/18/2014	\$260.00	\$72.75	11/22/2014	\$225.00	\$48.31	4/17/2015	\$225.00	\$45.88
10/18/2014	\$262.50	\$72.51	11/22/2014	\$230.00	\$51.17	4/17/2015	\$240.00	\$54.14
10/18/2014	\$265.00	\$72.90	11/22/2014	\$240.00	\$57.54	4/17/2015	\$260.00	\$63.71
10/24/2014	\$237.50	\$60.94	11/22/2014	\$245.00	\$60.70	4/17/2015	\$265.00	\$65.80
10/24/2014	\$245.00	\$66.14	11/22/2014	\$250.00	\$62.88	1/15/2016	\$265.00	\$62.45
10/24/2014	\$247.50	\$67.55	11/22/2014	\$255.00	\$65.51			
10/24/2014	\$260.00	\$71.97	11/22/2014	\$260.00	\$67.89			

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