UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE INTUNIV ANTITRUST LITIGATION This Document Relates to: *Direct Purchaser Actions*	Civil Action No. 16-cv-12653-ADB (Lead)

ORDER GRANTING FINAL APPROVAL OF DIRECT PURCHASER CLASS PLAINTIFFS' SETTLEMENT WITH SHIRE, ENTERING FINAL JUDGMENT, AND DISMISSING THE DIRECT PURCHASER CLASS'S CLAIMS AGAINST SHIRE

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and in accordance with the terms of the Settlement Agreement dated June 18, 2024 between direct purchaser plaintiffs QK Healthcare Inc. ("QKH") and Meijer, Inc. and Meijer Distribution, Inc. ("Meijer") (collectively, "Plaintiffs"), individually and on behalf of the certified direct purchaser class (the "Direct Purchaser Class"), and defendants Shire plc, Shire LLC, and Shire US, Inc. (collectively, "Shire"), it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. This Final Judgment and Order of Dismissal hereby incorporates by reference the definitions in the Settlement Agreement between Plaintiffs and Shire. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

2. On September 24, 2019, the Court issued an order pursuant to Fed. R. Civ. P. 23 certifying the following Direct Purchaser Class:

> All persons or entities in the United States and its territories, or subsets thereof, that purchased Intuniv and/or generic Intuniv in any form directly from Shire or Actavis, including any predecessor or successor of Shire or Actavis, from October 19, 2012 through June 1, 2015 (the "Class"). Excluded from the Class are Shire, Actavis, and any of their officers, directors, management, employees, subsidiaries, and affiliates, as well as governmental entities.

In the same order, the Court appointed Thomas M. Sobol and Lauren G. Barnes of Hagens Berman Sobol Shapiro LLP as lead counsel for the Direct Purchaser Class ("Lead Counsel").

3. On July 2, 2024, the Court issued an order granting Plaintiffs' motion for preliminary approval and appointing QKH and Meijer as class representatives for the Direct Purchaser Class for purposes of the Settlement.

4. Plaintiffs and Lead Counsel, along with additional counsel for Plaintiffs and the Direct Purchaser Class ("Class Counsel"), have fairly and adequately represented the interests of the Direct Purchaser Class and satisfied the requirements of Rule 23(g) of the Federal Rules of Civil Procedure.

5. The Court has jurisdiction over this action, each of the parties, and all members of the Direct Purchaser Class for all manifestations of this case, including this Settlement.

6. The notice of settlement (substantially in the form presented to this Court as Exhibit B to the Settlement Agreement) (the "Notice") sent to the members of the Direct Purchaser Class via First-Class Mail and by email constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided for individual notice to all members of the Direct Purchaser Class, which were identified through reasonable efforts. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that the Notice provided members of the Direct Purchaser Class due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Direct Purchaser Class members to object to the Settlement.

7. Due and adequate notice of the proceedings having been given to the Direct Purchaser Class members and a full opportunity having been offered to them to participate in the

November 6, 2024 Fairness Hearing, it is hereby determined that all Direct Purchaser Class members are bound by this Order and Final Judgment.

8. The Settlement of this Action was not the product of collusion between the Plaintiffs and Shire or their respective counsel, but rather was the result of bona fide and extensive arm's-length negotiations conducted in good faith between Lead Counsel and counsel for Shire, guided by an experienced mediator.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby approves the Settlement and finds that the Settlement is in all respects fair, reasonable, and adequate to Direct Purchaser Class members and in their best interests. Accordingly, the Settlement shall be consummated in accordance with the terms of the Settlement Agreement.

10. The Court hereby approves the proposed plan of allocation of the Settlement Fund as proposed by Class Counsel (the "Allocation Plan"), which was summarized in the Notice and is attached to Plaintiffs' Motion for Final Approval of the Settlement, and directs A.B. Data, Ltd., the firm the Court has appointed the Settlement Administrator, to distribute the net Settlement Fund as provided in the Allocation Plan.

11. All claims against Shire in *In re Intuniv Antitrust Litigation*, C.A. No. 1:16-cv-12653-ADB (the "Action"), are hereby dismissed with prejudice and without costs (other than as provided herein).

12. Upon the Settlement Agreement becoming final in accordance with Paragraphs 5 and 6 of the Settlement Agreement, Plaintiffs and all members of the Direct Purchaser Class (on behalf of themselves and their respective past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, and general or limited partners, as well as their past, present, and future respective officers, directors, employees, trustees, insurers, agents,

associates, attorneys, and any other representatives thereof, and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing), on their own behalf and as assignees or representatives of any other entity, release Shire (and its past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, and general or limited partners, as well as its past, present, and future respective officers, directors, employees, trustees, insurers, agents, associates, attorneys, and any other representatives thereof, and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (the "Shire Releasees") from all claims, rights, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, known or unknown, and liabilities, including costs, expenses, penalties, and attorneys' fees, that were or could have been brought against Shire in this litigation relating to brand or generic Intuniv, or that arise out of or relate, in whole or in part in any manner, to:

> (a) the subject matter of or acts, omissions, or other conduct alleged in the complaints in this Action, any prior complaints or subsequent amended complaints filed in this Action; (b) all claims concerning alleged delayed entry of generic versions of Intuniv (including any authorized generic) that could have been asserted in this Action; and/or (c) any and all claims alleging that any agreement between Actavis and Shire relating to brand and/or generic Intuniv resulted in the delayed entry of generic versions of generic Intuniv (including any authorized generic) (collectively, this entire paragraph, the "Released Claims").

Accordingly, Plaintiffs and the Direct Purchaser Class shall not sue or otherwise seek to establish or impose liability against the Shire Releasees based, in whole or in part, on any of the Released Claims.

13. In addition, Plaintiffs and each member of the Direct Purchaser Class expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

> Section 1542. General release–claims extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and each member of the Direct Purchaser Class also expressly waive and release any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction or principle of common law that is similar, comparable, or equivalent to § 1542 of the California Civil Code. Plaintiffs and each member of the Direct Purchaser Class may hereafter discover facts other than or different from those that they know or believe to be true with respect to the claims that are the subject of this Paragraph, but Plaintiffs and each member of the Direct Purchaser Class expressly waive and fully, finally, and forever settle and release as to the Shire Releasees only any known or unknown, suspected or unsuspected, accrued or unaccrued, and contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, Plaintiffs and each member of the Direct Purchaser Class also expressly waive and fully, finally, and forever settle and release any and all claims that would otherwise fall within the definition of Released Claims it may have against any of the Shire Releasees under § 17200 *et seq*. of the California Business and Professions Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of Released Claims.

14. As set forth in Paragraph 11 of the Settlement Agreement (with subheading "Reservation of Claims"), notwithstanding the foregoing, Released Claims shall not include any wholly separate and unrelated claims arising in the ordinary course of business between Plaintiffs and/or member(s) of the Direct Purchaser Class and the Released Parties concerning

Article 2 of the Uniform Commercial Code (pertaining to sales), the laws of negligence, product liability or implied warranty, breach of warranty, breach of contract (other than breach of contract based in whole or in part on any of the Released Claims), or personal or bodily injury. No party other than the Shire Releasees is intended to be, or is, included within the scope of the release contained herein.

15. Upon the Settlement Agreement becoming final in accordance with Paragraphs 5 and 6 of the Settlement Agreement, Shire releases Plaintiffs and the Direct Purchaser Class from all claims, regardless of legal theory, that would have been a compulsory counterclaim in this Action. Neither Shire nor any other Shire Releasee shall sue or otherwise seek to establish or impose liability against any Plaintiffs and/or the Direct Purchaser Class for any and all claims, regardless of legal theory, that would have been a compulsory counterclaim in this Action. Shire shall further release Plaintiffs from all claims, rights, debts, obligations, demands, actions, suits, causes of action, liabilities (including costs, expenses, penalties, and attorneys' fees), awards, or damages arising out of the arbitration before the American Arbitration Association that was captioned *Meijer, Inc. and Meijer Distribution, Inc. v. Shire LLC and Shire U.S., Inc.*, No. 01-21-002-3258, and resulted in the confirmed "Order on Dispute as to Arbitrability on Referral from the District of Massachusetts," entered June 8, 2022, and the unconfirmed "Final Award," entered November 3, 2023.

16. Class Counsel have moved for an award of attorneys' fees, reimbursement of expenses, and payment of service awards to Plaintiffs Meijer and QKH. Class Counsel request (i) an award of attorneys' fees of one-third of the Settlement Fund, net of litigation expenses and administration costs, totaling $19,056,607.76, plus any interest on that amount that may accrue prior to distribution; (ii) reimbursement of reasonable litigation expenses incurred in the

prosecution of this action since October 1, 2020, totaling $795,204.50; and (iii) payment of incentive awards of $50,000 to Meijer and $10,000 to QKH in recognition of their participation in this case on behalf of the Direct Purchaser Class. Such motion has been on the docket and otherwise publicly available since August 22, 2024.

17. Upon consideration of Plaintiffs' motion for an award of attorneys' fees, reimbursement of expenses, and service awards for the class representatives, Class Counsel are hereby awarded attorneys' fees totaling $19,056,607.76 (representing one-third of the Settlement Fund, net of litigation expenses and administration costs), along with a proportionate share of the interest thereon from the dates the funds are deposited in the Settlement Escrow Account until payment of such attorneys' fees, and litigation expenses totaling $795,204.50, to be paid solely from the Settlement Fund and only if and after the Settlement becomes final in accordance with Paragraphs 5 and 6 of the Settlement Agreement. Plaintiffs Meijer and QKH are granted service awards of $50,000 and $10,000, respectively, also to be paid solely from the Settlement Fund and only if and after the Settlement becomes final in accordance with Paragraphs 5 and 6 of the Settlement Agreement.

18. Lead Counsel shall allocate and distribute such attorneys' fees and expenses among the various Class Counsel who have participated in this litigation. The Releasees shall have no responsibility for, and no liability whatsoever with respect to, any payment or disbursement of attorneys' fees and expenses among Class Counsel nor with respect to any allocation of attorneys' fees or expenses to any other person or entity who may assert any claim thereto. The attorneys' fees and expenses authorized and approved by this Final Judgment and Order shall be paid to Hagens Berman Sobol Shapiro LLP within five days after this Settlement becomes final pursuant to Paragraph 5 of the Settlement Agreement or as soon thereafter as is

practical and in accordance with the terms of the Settlement Agreement and the Escrow Agreement. The attorneys' fees and expenses authorized and approved by this Final Judgment and Order shall constitute full and final satisfaction of any and all claims that Plaintiffs and any Direct Purchaser Class member and their respective counsel may have or assert for reimbursement of fees and expenses against Shire, and Plaintiffs and members of the Direct Purchaser Class and their respective counsel shall not seek or demand payment of any fees and/or expenses and/or incentive awards from Shire other than from the Settlement Fund.

19. The Court retains exclusive jurisdiction over the Settlement and the Settlement Agreement as described therein, including the administration and consummation of the Settlement, and over this Final Judgment and Order.

20. The Court finds that this Final Judgment and Order adjudicates all of the claims, rights, and liabilities of the parties to the Settlement Agreement (including the members of the Class) and is final and shall be immediately appealable. Neither this Order nor the Settlement Agreement nor any other Settlement-related document shall constitute any evidence, admission, or concession by Shire or any other Shire Releasee in this or any other matter or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, nor shall either the Settlement Agreement, this Order, or any other Settlement-related document be offered in evidence or used for any other purpose in this or any other matter or proceeding, except as may be necessary to consummate or enforce the Settlement Agreement or the terms of this Order or if offered by any Shire Releasee in responding to any action purporting to assert Released Claims or if offered by any Releasor in asserting that a claim is not a Released Claim, including because such claim is covered by Paragraph 11 of the Settlement Agreement.

SO ORDERED.

November 6, 2024

/s/ Allison D. Burroughs

HON. ALLISON D. BURROUGHS
U.S. DISTRICT JUDGE