



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

STEWART N. GOLDSTEIN, M.D.,)
individually and on behalf of all others)
similarly situated,)

Plaintiff,)

v.)

C.A. No. 2020-1061-JTL

ALEXANDER J. DENNER, JOHN G.)
COX, ANNA PROTOPAPAS,)
BRIAN S. POSNER, LOUIS J.)
PAGLIA, GENO J. GERMANO,)
JOHN T. GREENE, ANDREA)
DiFABIO, SARISSA CAPITAL)
MANAGEMENT, L.P., SARISSA)
CAPITAL DOMESTIC FUND LP,)
SARISSA CAPITAL OFFSHORE)
MASTER FUND LP, and SARISSA)
CAPITAL MANAGEMENT GP LLC,)

Defendants.)

[PROPOSED] ORDER AND PARTIAL FINAL JUDGMENT

On this 13th day of September, 2023, a hearing having been held before the Court to determine whether the terms and conditions of the settlement proposed in the Stipulation and Agreement of Compromise and Partial Settlement between Plaintiff Stewart N. Goldstein, M.D. (“Plaintiff”), on behalf of himself and on behalf of the Class (as defined below) and Defendants John G. Cox (“Cox”), Anna Protopapas (“Protopapas”), Brian S. Posner (“Posner”), Louis J. Paglia (“Paglia”), Geno J. Germano (“Germano”), John T. Greene (“Greene”), and Andrea DiFabio

(“DiFabio,” collectively, the “Settling Defendants”) and non-parties Sanofi SA (“Sanofi”) and Bioverativ Inc. (“Bioverativ” or the “Company”), dated April 14, 2023 (the “Stipulation”), which is incorporated herein by reference, provides for a fair, reasonable, and adequate settlement for the Released Plaintiff’s Claims; and whether the Order and Partial Final Judgment should be entered in the above-captioned consolidated class action (the “Action”); and the Court having considered all matters submitted to it at the hearing and otherwise;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the parties for purposes of the Settlement.

3. The Court finds that the mailing and internet distribution of the Notice: (a) were implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Plan of Allocation and releases to be provided thereunder); (iii) Plaintiff’s Counsel’s

application for an award of attorneys' fees and expenses; (iv) their right to object to any aspect of the Settlement, the Plan of Allocation, and Plaintiff's Counsel's application for attorneys' fees and expenses; and (v) 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 Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

4. Pursuant to the Scheduling Order, the Court provisionally certified, for settlement purposes only, a non-opt out Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and (b)(2) consisting of:

any and all Persons who held outstanding shares of Bioverativ common stock, either of record or beneficially, at any time during the Class Period,¹ including any and all of their representatives, trustees, executors, administrators, estates, heirs, successors in interest, predecessors in interest, predecessors, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, but excluding the Excluded Persons (the "Class").²

¹ As defined in the Stipulation, "Class Period" means May 24, 2017 through and including March 8, 2018.

² As defined in the Stipulation, "Excluded Persons" means Sanofi, its subsidiaries, and its affiliates, Alexander J. Denner ("Denner"), Cox, Protopapas, Posner, Paglia, Germano, Greene, DiFabio, and Sarissa Capital ("Sarissa Capital" means, collectively, Sarissa Capital Management, L.P., Sarissa Capital Domestic Fund LP, Sarissa Capital Offshore Master Fund LP, and Sarissa Capital Management GP LLC), as well as the members of the individuals' immediate families, and any entity

5. The Court also provisionally appointed Plaintiff as representative for the Class and appointed Prickett, Jones & Elliott, P.A., Cooch & Taylor P.A., Robbins Geller Rudman & Dowd LLP, and Johnson Fistel LLP (“Plaintiff’s Counsel”) as counsel for the Class.

6. In accordance with the proposed class definition in the Stipulation, the Court finds that the Action is a proper class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) in that: (a) the Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff are typical of claims of the Class; (d) in connection with both the prosecution of the Action and the Settlement, Plaintiff and Plaintiff’s Counsel have fairly and adequately represented the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for the Settling Defendants, and, as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) the Settling Defendants are alleged to have acted or refused

in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held Bioverativ shares for the benefit of any of the foregoing.

to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole. Pursuant to Court of Chancery Rule 23, the Court hereby finally certifies the Class, appoints Plaintiff as representative of the Class, and appoints Plaintiff's Counsel as counsel for the Class.

7. The Settlement of this Action as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of Plaintiff and the Class.

8. The formula for the calculation of payments to eligible Class Members as set forth in the Plan of Allocation provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval of the Plan of Allocation shall in any way affect or delay the finality of this Order and Partial Final Judgment (or otherwise preclude this Order and Partial Final Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

9. Pursuant to Court of Chancery Rule 23, this Court approves the Settlement in all respects, and the Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the

Stipulation, and the Register of Chancery is directed to enter and docket this Order and Partial Final Judgment.

10. Without further order of the Court, Plaintiff and the Settling Defendants (only with the written consent of Bioverativ and Sanofi) may agree to reasonable extensions of time to carry out any provisions of the Settlement.

11. Pursuant to Court of Chancery Rule 54(b), the Court finds that there is not just reason for delay, and expressly directs that judgment be entered, pursuant to which the Action is hereby dismissed with prejudice against (i) the Settling Defendants in full, and (ii) Denner as to Count I of the Complaint only, without fees, costs, or expenses (except as provided in the Stipulation). The Action is not dismissed against Denner or Sarissa Capital as to Counts III or IV of the Complaint.

12. Upon entry of this Order and Partial Final Judgment, Plaintiff and each and every member of the Class, on behalf of themselves and any and all of their respective predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees, whether immediate or remote, shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Defendant Parties (as defined below), Bioverativ, and Sanofi from and with respect to every one of the Released Plaintiff's Claims (as defined below) on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating,

facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all Released Plaintiff's Claims against the Released Defendant Parties, Bioverativ, or Sanofi.

- a. "Released Defendant Parties" means the Settling Defendants, Denner and Sarissa Capital (only with respect to Counts I and II), and any and all of their past or present immediate family members, parents, subsidiaries, affiliates, predecessors, successors, or assigns, as well as any and all of their current or former officers, directors, executives, employees, associates, agents, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, underwriters, attorneys (including Settling Defendants' Counsel), advisors, financial advisors, consultants, bankers, publicists, independent certified public accountants, auditors, accountants, creditors, administrators, heirs, executors, trustees, trusts, estates, personal or legal representatives, or other persons acting on their behalf.³

³ Denner and Sarissa Capital and any and all of their past or present immediate family members, parents, subsidiaries, affiliates, predecessors, successors, or assigns, as well as any and all of their current or former officers, directors, executives, employees, associates, agents, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders,

b. “Released Plaintiff’s Claims” means, as against the Released Defendant Parties, Bioverativ, and Sanofi, to the fullest extent permitted by Delaware law in stockholder class action settlements, any and all manner of claims, including Unknown Claims (as defined herein), suits, actions, causes of actions, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, common, or other law or rule that, (i) were alleged, asserted, set forth, or claimed in the Action or the §220 Action,

underwriters, attorneys, advisors, financial advisors, consultants, bankers, publicists, independent certified public accountants, auditors, accountants, creditors, administrators, heirs, executors, trustees, trusts, estates, personal or legal representatives, or other persons acting on their behalf (collectively, the “Sarissa Parties and Affiliates”) are not released as to the Non-Released Plaintiff’s Claims.

or (ii) could have been alleged, asserted, set forth, or claimed in the Action or the §220 Action or in any other action or in any other court, tribunal, or proceeding by Plaintiff or any other member of the Class individually, on behalf of the Class directly, or on behalf of Bioverativ derivatively, and that are based upon, arise out of, or relate to (1) the Acquisition or (2) any allegations, transactions, facts, matters, disclosures, representations, or omissions involved or referenced in the Complaint. Notwithstanding the above, (i) any claim to enforce the Stipulation or Judgment shall not be released as to the Settling Defendants, and (ii) the Non-Released Plaintiff's Claims shall not be released as to Denner, Sarissa Capital, and/or the Sarissa Parties and Affiliates.

13. Upon the entry of this Partial Final Judgment, the Settling Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants' Claims (defined below) on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶19 of the Stipulation, the other Released Defendant Parties (other than the Sarissa Parties and Affiliates), shall or shall be deemed to, fully, finally, and forever release, settle, and discharge the Released Plaintiff Parties (defined below) from and with respect to

every one of the Released Defendants' Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

- a. "Released Defendants' Claims" means, as against the Released Plaintiff Parties, any and all claims, complaints, liabilities, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by the Settling Defendants in the Action or the §220 Action, or in any court, tribunal, forum, or proceeding, which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action or the §220 Action; provided, however, that the Released Defendants' Claims shall not include (i) any claims to enforce the Stipulation or (ii) any claims to enforce a final order and judgment entered by the Court.
- b. "Released Plaintiff Parties" means Plaintiff, all other Class Members, Plaintiff's Counsel, and the legal representatives, heirs, executors, administrators, predecessors, successors,

predecessors-in-interest, successors-in-interest and assigns of any of the foregoing.

14. “Unknown Claims” means any claims that a releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Plaintiff’s Claims and Released Defendants’ Claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff’s Claims and Released Defendants’ Claims, upon the Effective Date, Plaintiff and the Settling Defendants shall expressly waive, and each of the Class Members and Released Defendant Parties (other than the Sarissa Parties and Affiliates) shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released 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 or foreign law, which is similar, comparable, or equivalent to Cal. Civ. 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.

Plaintiff and the Settling Defendants acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties (other than the Sarissa Parties and Affiliates) by

operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff's Claims and the Released Defendants' Claims, but that it is the intention of Plaintiff and the Settling Defendants, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties (other than the Sarissa Parties and Affiliates), to completely, fully, finally, and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff and the Settling Defendants also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties (other than the Sarissa Parties and Affiliates) by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiff's Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

15. Upon the Effective Date, any claims (i) against any of the Settling Defendants, or (ii) by any of the Settling Defendants against any other Person, in which the injury claimed is the claimant's actual or threatened liability to Plaintiff or any other Class Member, arising out of or relating to the subject matter of the Action, including without limitation any third party claims for contribution in

accordance with 10 *Del. C.* § 6304 and any similar laws and statutes, are hereby barred; *provided, however,* that any claims by a Settling Defendant for advancement, indemnification, and insurance arising out of or relating to the Action shall not be barred.

16. Pursuant to 10 *Del. C.* § 6304, if any of the Settling Defendants are determined by the Court to be joint tortfeasors with Denner or Sarissa Capital for the Non-Released Plaintiff's Claims and jointly and severally liable for damages for the Non-Released Plaintiff's Claims, then damages jointly recoverable against any tortfeasor will be reduced by the greater of (a) the Settlement Amount, and (b) the *pro rata* share of the responsibility or liability for such damages, if any, of the Settling Defendants, should it be determined that any of the Settling Defendants are joint tortfeasors. This language is intended to comply with 10 *Del. C.* § 6304(b) so as to preclude any liability of the Settling Defendants to any joint tortfeasor for contribution for the Non-Released Plaintiff's Claims. Notwithstanding the foregoing, nothing in this Order and Partial Final Judgment shall preclude Plaintiff from asserting any of the Non-Released Plaintiff's Claims.

17. Plaintiff's Counsel are hereby awarded attorneys' fees in the sum of \$ 20 million, which sum the Court finds to be fair and reasonable, and payment of costs and expenses in the amount of \$ 509,313.21. Such sums shall be paid pursuant to the provisions of the Stipulation. Plaintiff is hereby awarded an incentive

award in the amount of \$50,000.00, payable out of Plaintiff's Counsel's award of attorneys' fees. Neither Plaintiff, nor Plaintiff's Counsel, nor any Class Member shall make, or assist any other counsel in making, any application for an award of fees, cost, or expenses in any other jurisdiction from the Released Defendant Parties, Bioverativ or Sanofi. This shall not prohibit Plaintiff's Counsel from seeking an award of fees or expenses for any settlement or judgment obtained for the Non-Released Plaintiff's Claims should such settlement or judgment ever be obtained.

18. The binding effect of this Order and Partial Final Judgment and the obligations of Plaintiff, Class Members, and the Settling Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order and Partial Final Judgment that relates solely to the issue of attorneys' fees, costs, and expenses or the Plan of Allocation.

19. Plaintiff, the Settling Defendants, Bioverativ, Sanofi and all Class Members shall be and are deemed bound by the Stipulation and this Order and Partial Final Judgment. This Order and Partial Final Judgment, including the release of all Released Plaintiff's Claims against all Released Defendant Parties, Bioverativ, and Sanofi, and Released Defendants' Claims against all Released Plaintiff Parties, shall have *res judicata*, collateral estoppel and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the released parties.

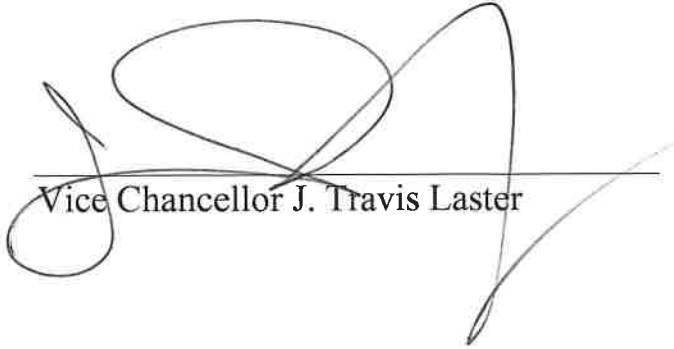
20. Neither this Order and Partial Final Judgment, the Stipulation, nor the fact or any terms of the Settlement, nor any communications relating thereto, is evidence of, or an admission or concession by Plaintiff, any Class Member, any Released Plaintiff Parties, the Settling Defendants, or any of the Released Defendant Parties of, any fault, liability, or wrongdoing whatsoever, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, this Order and Partial Final Judgment, any terms of the Stipulation or this Order and Partial Final Judgment, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein, (a) shall (i) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, act, or omission on the part of any of the Released Defendant Parties or Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Plaintiff or any other Class Member, or any lack of merit of any claim, or lack of damages to Plaintiff or any other Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiff Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiff Parties or any injury, or damages

to any person or entity, or (b) shall otherwise be admissible, referred to, or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Judgment may be introduced in any proceeding subject to Delaware Rule of Evidence 408 and any and all other state and federal law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the Judgment has res judicata, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

21. If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order and Partial Final Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Order and Partial Final Judgment shall be without prejudice to the rights of Plaintiff, the Settling Defendants, Bioverativ, Sanofi, or the Class; and Plaintiff and the Settling Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Stipulation.

22. Without affecting the finality of this Order and Partial Final Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

Dated: 9/13/, 2023



Vice Chancellor J. Travis Laster