



**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, )  
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 FINAL JUDGMENT

On this 12<sup>th</sup> day of September 2024, 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 Settlement between: (i) plaintiff Stewart N. Goldstein, M.D. (“Plaintiff”), on behalf of himself and on behalf of the Class (as defined below), (ii) defendants Alexander J. Denner (“Denner”), Sarissa Capital Management, L.P. (“Sarissa Capital”), Sarissa Capital Domestic Fund LP (“Sarissa Domestic”), Sarissa Capital Offshore Master Fund LP (“Sarissa Offshore”), and Sarissa Capital Management GP LLC (“Sarissa GP”) (collectively, with Sarissa Capital, Sarissa Domestic, Sarissa Offshore, and Sarissa GP, “Sarissa,” and with Denner, “Defendants”), and (iii) non-parties Sanofi and Bioverativ (each

as defined herein and, collectively, the “Sanofi Parties”), dated June 25, 2024 (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 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. On February 8, 2024, the Court certified a non-opt-out Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and (b)(2) consisting of:

Any and all holders of Bioverativ Inc. common stock, either of record or beneficially, at any time during May 24, 2017 through and including March 8, 2018, including any and all of their representatives, trustees, executors, administrators, estates, heirs, successors in interest, successors, 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 (referred to herein as the "Class").<sup>1</sup>

5. The Court also appointed Plaintiff as representative for the Class. On June 26, 2024, the Court provisionally appointed Prickett, Jones & Elliott, P.A.,

---

<sup>1</sup> "Excluded Persons" means Sanofi S.A., its subsidiaries and its affiliates, 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 Funds LP, Sarissa Capital Management GP LLC, as well as the members of the individuals' immediate families, and any entity 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.

Cooch & Taylor P.A., Robbins Geller Rudman & Dowd LLP, and Johnson Fistel, LLP (“Plaintiff’s Counsel”) as counsel for the Class.

6. Consistent with the order certifying the Class on February 8, 2024, the Court confirms 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 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 Defendants are alleged to have acted or refused 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, confirms appointment of 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 Final Judgment (or otherwise preclude this Order and 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 Final Judgment.

10. Without further order of the Court, Plaintiff, Defendants, and the Sanofi Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

11. Upon entry of this Order and Final Judgment, Plaintiff and each and every member of the Class, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiffs' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 22 of the Stipulation, the other Released Plaintiff Parties 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 (defined below) from and with respect to every one of the Released Plaintiff's Claims (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. For the avoidance of doubt, the releases provided in this Paragraph shall not affect and are in addition to the releases set forth in the 2023 Partial Settlement.

- a. "Released Defendant Parties" means the Defendants, Bioverativ, Sanofi, 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 Defendants' Counsel and Sanofi's 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.

- b. "Released Plaintiff's Claims" means, as against the Released Defendant Parties 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 action, 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 Plaintiff (i) alleged, asserted, set forth, or claimed against Denner or any affiliate thereof in Count III of the Complaint for breach of fiduciary duty and against Sarissa or any affiliate thereof in Count IV of the Complaint for aiding and abetting the breach of fiduciary duty alleged in Count III of the Complaint, based on Denner and Sarissa's acquisition of 1,010,000 shares of Bioverativ common stock in May 2017 while allegedly in possession of material, non-public information, or (ii) could have alleged, asserted, set forth, or claimed against Sanofi or Bioverativ (or any of their current or former officers, directors, or employees) relating to Counts III and IV of the Complaint. For the avoidance of doubt, the Released Plaintiff's Claims (as that term is defined herein) includes all "Non-Released Plaintiff's Claims" as that term was defined in the 2023



Partial Settlement.<sup>2</sup> Notwithstanding the above, any claim to enforce the Stipulation or Judgment shall not be released.

12. Upon entry of this Order and Final Judgment, 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 ¶ 21 of the Stipulation, the other Released Defendant Parties, shall or shall be deemed to, fully, finally, and forever release, relinquish, 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 in the Stipulation, 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.

---

<sup>2</sup> "Non-Released Plaintiff's Claims" was defined in the 2023 Partial Settlement to mean "the claims that Plaintiff asserts against Denner in Count III of the Complaint for breach of fiduciary duty and against Sarissa Capital in Count IV of the Complaint for aiding and abetting the breach of fiduciary duty alleged in Count III of the Complaint, based on Denner and Sarissa Capital's acquisition of 1,010,000 shares of Bioverativ common stock in May 2017 while allegedly in possession of material, non-public information, for money damages or equitable relief (including disgorgement of profits and improper gains or benefits) in an amount not to exceed the difference between the consideration paid by Denner and Sarissa Capital for the 1,010,000 shares of Bioverativ common stock in May 2017 and the Acquisition Consideration of \$105.00 per share, plus any pre- and post-judgment interest thereon."

- 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 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 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.

13. “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, Defendants, and the Sanofi Parties shall expressly waive, and each of the Class Members, the Released Plaintiff Parties, and Released Defendant Parties 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, Defendants, and the Sanofi Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties 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, Defendants, and the Sanofi Parties, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties, effective upon the Effective Date, 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, Defendants, and the Sanofi Parties also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties 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.

14. Plaintiff's Counsel are hereby awarded attorneys' fees in the sum of \$ 10.5 million, which sum the Court finds to be fair and reasonable, and payment of costs and expenses in the amount of \$ 689,625.52. Such sums shall be paid pursuant to the provisions of the Stipulation. 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, costs, or expenses in any other jurisdiction from the Released Defendant Parties.

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

16. Plaintiff, the Defendants, Bioverativ, Sanofi, and all Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Plaintiff's Claims against all Released Defendant Parties, 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.

17. Neither this Order and 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 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 Final Judgment, any terms of the Stipulation or this Order and 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

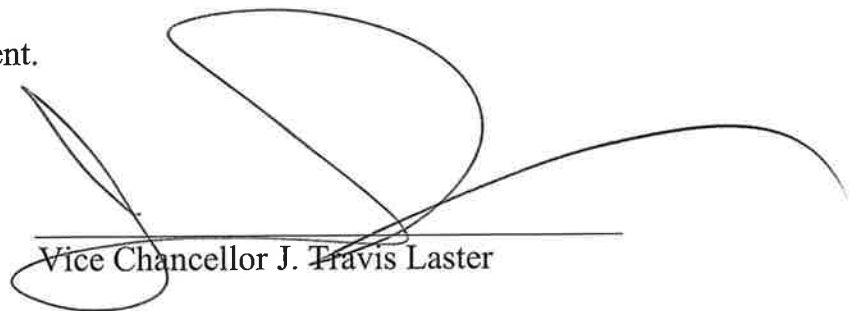
Parties or Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Plaintiff or any other Class Member, or any lack of merit of any claim, or lack of damages to Plaintiff or any other Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption 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.

18. If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order and 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 Final

Judgment shall be without prejudice to the rights of Plaintiff, the Defendants, Bioverativ, Sanofi, or the Class; and Plaintiff and the Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Stipulation.

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

Dated: September 12, 2024



Vice Chancellor J. Travis Laster