

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

BOSTON RETIREMENT SYSTEM, Individually and On  
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

ALEXION PHARMACEUTICALS, INC., LEONARD BELL,  
DAVID L. HALLAL, VIKAS SINHA,

Defendants.

Civ. No. 3:16-cv-02127 (AWT)

Hon. Alvin W. Thompson

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,  
AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

If you purchased or otherwise acquired the publicly traded common stock of Alexion Pharmaceuticals, Inc. ("Alexion" or the "Company") from January 30, 2014 to May 26, 2017 inclusive (the "Class Period"), and were allegedly damaged thereby, you may be entitled to a payment from a class action settlement.

***A Federal Court authorized this Notice. This is not a solicitation from a lawyer.***

- This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement of this securities class action, wish to object, or wish to be excluded from the Class.<sup>1</sup>
- If approved by the Court, the proposed Settlement will create a \$125,000,000 fund, plus earned interest, for the benefit of eligible Class Members after the deduction of Court-approved fees, expenses, and Taxes. This is an average recovery of approximately \$0.76 per allegedly damaged share before deductions for awarded attorneys' fees and Litigation Expenses, and \$0.56 per allegedly damaged share after deductions for awarded attorneys' fees and Litigation Expenses.
- The Settlement resolves claims by Court-appointed Class Representatives Erste Asset Management GmbH, f/k/a Erste-Sparinvest Kapitalanlagegesellschaft mbH ("Erste") and Public Employee Retirement System of Idaho ("PERSI") that have been asserted on behalf of the Class (defined below) against Alexion, Leonard Bell, David L. Hallal, and Vikas Sinha (collectively, "Defendants"). The Settlement avoids the costs and risks of continuing the litigation; pays money to eligible investors; and releases the Released Defendant Parties (defined below) from liability.

**If you are a Class Member, your legal rights will be affected by this Settlement whether you act or do not act.**

**Please read this Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY DECEMBER 15, 2023</b>	The <u>only</u> way to get a payment. See Question 8 for details.
<b>EXCLUDE YOURSELF FROM THE CLASS BY NOVEMBER 29, 2023</b>	Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Plaintiffs' Claims. See Question 10 for details.
<b>OBJECT BY NOVEMBER 29, 2023</b>	Write to the Court about why you do not like the Settlement, the Plan of Allocation for distributing the proceeds of the Settlement, and/or Co-Class Counsel's Fee and Expense Application. If you object, you will still be in the Class. See Question 14 for details.
<b>PARTICIPATE IN A HEARING ON DECEMBER 20, 2023 AND FILE A NOTICE OF INTENTION TO APPEAR BY NOVEMBER 29, 2023</b>	Ask to speak in Court at the Settlement Hearing about the Settlement. See Question 18 for details.
<b>DO NOTHING</b>	Get no payment. Give up rights. Still be bound by the terms of the Settlement.

- These rights and options—and the deadlines to exercise them—are explained below.
- The Court in charge of this case still has to decide whether to approve the proposed Settlement. Payments will be made to all eligible Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved.

<sup>1</sup> The terms of the Settlement are in the Stipulation and Agreement of Settlement, dated as of September 11, 2023 (the "Stipulation"), which can be viewed at [www.AlexionSecuritiesSettlement.com](http://www.AlexionSecuritiesSettlement.com). All capitalized terms not defined in this Notice have the same meanings as defined in the Stipulation.

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## PSLRA SUMMARY OF THE NOTICE

### Statement of the Class's Recovery

1. Class Representatives have entered into the proposed Settlement with Defendants which, if approved by the Court, will resolve the Action in its entirety. Subject to Court approval, Class Representatives, on behalf of the Class, have agreed to settle the Action in exchange for a payment of \$125,000,000 in cash (the "Settlement Amount"), which will be deposited into an interest-bearing Escrow Account (the "Settlement Fund"). Based on Class Representatives' damages expert's estimate of the number of shares of Alexion publicly traded common stock eligible to participate in the Settlement, and assuming that all investors eligible to participate in the Settlement do so, it is estimated that the average recovery, before deduction of any Court-approved fees and expenses, such as attorneys' fees, Litigation Expenses, Taxes, and Notice and Administration Expenses, would be approximately \$0.76 per allegedly damaged share.<sup>2</sup> If the Court approves Co-Class Counsel's Fee and Expense Application (discussed below), the average recovery would be approximately \$0.56 per allegedly damaged share. **These average recovery amounts are only estimates and Class Members may recover more or less than these estimates.** A Class Member's actual recovery will depend on, for example: (i) the number and value of claims submitted; (ii) the amount of the Net Settlement Fund; (iii) when and how many shares of Alexion publicly traded common stock the Class Member purchased or acquired during the Class Period; and (iv) whether and when the Class Member sold Alexion publicly traded common stock. See the Plan of Allocation beginning on page 9 for information on the calculation of your Recognized Claim.

### Statement of Potential Outcome of Case if the Action Continued to Be Litigated

2. The Parties disagree about both liability and damages and do not agree about the amount of damages that would be recoverable if Class Representatives were to prevail on each claim. The issues that the Parties disagree about include, for example: (i) whether Defendants made any statements or omissions that were materially false or misleading, or were otherwise actionable under the federal securities laws; (ii) whether any such statements or omissions were made with the requisite level of intent; (iii) the amount by which the price of Alexion publicly traded common stock was allegedly artificially inflated, if at all, during the Class Period; and (iv) the extent to which factors unrelated to the alleged fraud, such as general market, economic, and industry conditions, influenced the trading prices of Alexion publicly traded common stock during the Class Period.

3. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Action, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Class Representatives and the Class have suffered any loss attributable to Defendants' actions or omissions.

<sup>2</sup> An allegedly damaged share might have been traded, and potentially damaged, more than once during the Class Period, and the average recovery indicated above represents the estimated average recovery for each share that allegedly incurred damages.

## **Statement of Attorneys' Fees and Expenses Sought**

4. Co-Class Counsel, on behalf of Plaintiffs' Counsel,<sup>3</sup> will apply to the Court for attorneys' fees from the Settlement Fund in an amount not to exceed 25% of the Settlement Fund, which includes any accrued interest, or \$31,250,000, plus accrued interest. Co-Class Counsel will also apply for payment of Litigation Expenses incurred in prosecuting the Action in an amount not to exceed \$1,500,000, plus accrued interest, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA") for the reasonable costs and expenses (including lost wages) of Class Representatives directly related to their representation of the Class. If the Court approves Co-Class Counsel's Fee and Expense Application in full, the average amount of fees and expenses is estimated to be approximately \$0.20 per allegedly damaged share of Alexion publicly traded common stock. A copy of the Fee and Expense Application will be posted on [www.AlexionSecuritiesSettlement.com](http://www.AlexionSecuritiesSettlement.com) after it has been filed with the Court.

## **Reasons for the Settlement**

5. For Class Representatives, the principal reason for the Settlement is the guaranteed cash benefit to the Class. This benefit must be compared to, among other factors, the uncertainty of being able to prove the allegations in the Amended Complaint; the risk that the Court may grant some or all of the anticipated summary judgment motions to be filed by Defendants; the uncertainty of a greater recovery after a trial and appeals; and the difficulties and delays inherent in such litigation.

6. For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that Class Members were damaged, the principal reasons for entering into the Settlement are to end the burden, expense, uncertainty, and risk of further litigation.

## **Identification of Representatives**

7. Class Representatives and the Class are represented by Co-Class Counsel, Michael H. Rogers, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877, [www.labaton.com](http://www.labaton.com), [settlementquestions@labaton.com](mailto:settlementquestions@labaton.com); and Gregg S. Levin, Motley Rice LLC, 28 Bridgeside Blvd., Mount Pleasant, SC 29464, (855) 481-8480, [www.motleyrice.com](http://www.motleyrice.com), [alexionsettlementquestions@motleyrice.com](mailto:alexionsettlementquestions@motleyrice.com).

8. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: *Alexion Securities Settlement*, c/o KCC Class Action Services, P.O. Box 301170, Los Angeles, CA 90030-1170, (866) 573-1726, [www.AlexionSecuritiesSettlement.com](http://www.AlexionSecuritiesSettlement.com), [info@AlexionSecuritiesSettlement.com](mailto:info@AlexionSecuritiesSettlement.com).

**Please Do Not Call the Court with Questions About the Settlement.**

## **BASIC INFORMATION**

### **1. Why did I get this Notice?**

9. The Court authorized that this Notice be sent to you because you or someone in your family may have purchased or otherwise acquired Alexion publicly traded common stock during the period from January 30, 2014 through May 26, 2017, inclusive. **Receipt of this Notice does not mean that you are a Member of the Class or that you will be entitled to receive a payment. The Parties to the Action do not have access to your individual investment information. If you wish to be eligible for a payment, you are required to submit the Claim Form that is being distributed with this Notice. See Question 8 below.**

10. The Court directed that this Notice be sent to Class Members because they have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement.

11. The Court in charge of the Action is the United States District Court for the District of Connecticut, and the case is known as *Boston Retirement System, et al. v. Alexion Pharmaceuticals, Inc., et al.*, Case No. 3:16-cv-02127 (AWT). The Action is assigned to the Honorable Alvin W. Thompson, United States District Judge.

### **2. How do I know if I am part of the Class?**

12. The Court directed that everyone who fits the following description is a Class Member and subject to the Settlement unless they are an excluded person (see Question 3 below) or take steps to exclude themselves from the Class (see Question 10 below):

**All persons or entities who purchased or otherwise acquired the publicly traded common stock of Alexion Pharmaceuticals, Inc. from January 30, 2014 to May 26, 2017, inclusive, and who were allegedly damaged thereby.**

13. If one of your mutual funds purchased Alexion publicly traded common stock during the Class Period, that does not make you a Class Member, although your mutual fund may be. You are a Class Member only if you individually purchased or acquired Alexion publicly traded common stock during the Class Period. Check your investment records or contact your broker to see if you have any eligible purchases or acquisitions. The Parties to the Action do not independently have access to your trading information.

### **3. Are there exceptions to being included?**

14. Yes. There are some individuals and entities who are excluded from the Class by definition. Excluded from the Class are: (i) Defendants; (ii) members of the Immediate Families of the Individual Defendants; (iii) Alexion's subsidiaries and affiliates; (iv) any person who is or was an officer or director of Alexion or any of the Company's subsidiaries or affiliates during the Class Period; (v) any entity in which any Defendant has a controlling interest; and (vi) the legal representatives, heirs, successors, and assigns of any such excluded person or entity. Also excluded from the Class is anyone who timely and validly seeks exclusion from the Class in accordance with the procedures described in Question 10 below.

<sup>3</sup> "Plaintiffs' Counsel" are Labaton Sucharow LLP, Motley Rice LLC, Sturman LLC, and Risch Pisca, PLLC.

#### 4. Why is this a class action?

15. In a class action, one or more persons or entities (in this case, Class Representatives), sue on behalf of people and entities who have similar claims. Together, these people and entities are a “class,” and each is a “class member.” A class action allows one court to resolve, in a single case, many similar claims that, if brought separately by individual people, might be too small economically to litigate. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt-out,” from the class. In this Action, the Court has appointed Erste and PERSI to serve as Class Representatives and has appointed Labaton Sucharow LLP and Motely Rice LLC to serve as Co-Class Counsel.

#### 5. What is this case about and what has happened so far?

16. Alexion is a pharmaceutical drug company that, during the Class Period, generated nearly all of its revenue from selling the Company’s flagship drug, Soliris, which treats, among others, patients suffering from one of two ultra-rare diseases, paroxysmal nocturnal hemoglobinuria (“PNH”) and atypical hemolytic uremic syndrome (“aHUS”). In the Action, Class Representatives alleged that Defendants made materially false and misleading statements and omissions principally connected to Alexion’s sales practices in connection with the marketing of Soliris. Class Representatives further alleged that the price of Alexion common stock was artificially inflated as a result of the allegedly false and misleading statements and omissions and that the Company’s stock price declined when the alleged truth about Alexion’s business was allegedly revealed through a series of partial corrective disclosures beginning with information released on November 4, 2016, which allegedly affected the price of Alexion common stock on November 7, 2016 and thereafter.

17. On December 29, 2016, a class action complaint (*Boston Retirement System v. Alexion Pharmaceuticals, Inc., et al.*, 3:16-cv-02127-AWT) was filed against the Defendants in the United States District Court for the District of Connecticut alleging violations of the federal securities laws.

18. By Order dated April 12, 2017, the Court: (i) appointed Erste and PERSI as Lead Plaintiffs; and (ii) approved Labaton Sucharow LLP and Motley Rice LLC as Co-Lead Counsel.

19. On July 14, 2017, Lead Plaintiffs filed their Consolidated Class Action Complaint for Violation of the Federal Securities Laws (the “Complaint”) against Defendants and David Brennan (“Brennan”), David J. Anderson (“Anderson”), Ludwig N. Hantson (“Hantson”), and Carsten Thiel (“Thiel”), asserting claims under Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder, and under Section 20(a) of the Exchange Act.

20. On September 12, 2017, Defendants, and the other then-named defendants, filed a motion to dismiss the Complaint. On November 13, 2017, Lead Plaintiffs filed their memorandum of law in opposition to the motion to dismiss and, on December 28, 2017, defendants filed their reply. On March 26, 2019, during a telephonic status conference with the Court, the Court informed counsel that, among other things, the Court was preparing a ruling granting defendants’ motion to dismiss. At that same time, the Court inquired as to whether Co-Lead Counsel intended to rely on the then-current Complaint or would be seeking leave to amend the Complaint once the Court issued an order granting the motion to dismiss. The Court further indicated that if Lead Plaintiffs wished to file an amended complaint, the Court would allow them to do so.

21. On June 2, 2019, Lead Plaintiffs filed the Amended Consolidated Class Action Complaint for Violation of the Federal Securities Laws (the “Amended Complaint”) asserting claims against Alexion, Bell, Hallal, Sinha, Brennan, Anderson, Hantson, and Thiel under Section 10(b) of the Exchange Act and against the individual defendants under Section 20(a). The allegations in the Amended Complaint included new factual allegations, including information from five confidential witnesses (“CWs”).

22. On August 2, 2019, defendants filed a motion to dismiss the Amended Complaint. On October 2, 2019, Lead Plaintiffs filed their memorandum of law in opposition to defendants’ motion to dismiss the Amended Complaint, and, on November 15, 2019, defendants filed their reply.

23. On August 19, 2021, the Court entered its Ruling on the Motion to Dismiss denying in part and granting in part the motion. On October 18, 2021, the Defendants filed their Answer to the Amended Complaint.

24. Prior to the start of formal discovery in the Action, Lead Plaintiffs, through Co-Lead Counsel, conducted their own investigation relating to the claims, defenses, and underlying events and transactions that are the subject of the Action. This process included reviewing and analyzing: (i) documents filed publicly by the Company with the U.S. Securities and Exchange Commission (“SEC”); (ii) publicly available information, including press releases, news articles, and other public statements issued by or concerning the Company and the Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv) other publicly available information and data concerning the Company; and (v) the applicable law governing the claims and potential defenses. Co-Lead Counsel also identified approximately 458 former Alexion employees and other persons with relevant knowledge, contacted approximately 414 of them, and interviewed approximately 68 of them (five of whom provided information for use in the Amended Complaint as CWs), and consulted with experts on damages issues.

25. Formal discovery in the Action commenced in August 2021. Defendants produced approximately 505,000 documents (numbering approximately 3,500,000 pages), and Lead Plaintiffs produced approximately 3,000 documents (numbering approximately 76,000 pages). Furthermore, third parties produced approximately 4,000 documents (numbering approximately 105,000 pages), and CWs produced approximately 150 documents. In total, approximately 512,500 documents were produced by the Parties and third parties in formal discovery.

26. Additionally, during discovery, Lead Plaintiffs took thirteen merits depositions of Alexion former and current employees. Defendants took four merits depositions of Lead Plaintiffs’ CWs and one merits deposition of a third-party patient advocacy organization.

27. On December 15, 2021, Lead Plaintiffs filed their motion for class certification and appointment of class counsel.

28. In connection with Lead Plaintiffs' December 15, 2021 class certification motion, Defendants deposed, and Lead Plaintiffs defended the depositions of, a representative from PERSI and a representative from Erste, as well as Lead Plaintiffs' experts Chad Coffman and Martin Karollus. Defendants also deposed, and Lead Plaintiffs cross-examined, representatives from one of Lead Plaintiffs' investment managers, Peregrine. In addition, Lead Plaintiffs deposed Defendants' expert, David Smith. Furthermore, Defendants served, and Lead Plaintiffs responded to, multiple interrogatories.

29. On April 15, 2022, Defendants filed their opposition to Lead Plaintiffs' motion for class certification and appointment of class counsel. On June 17, 2022, Lead Plaintiffs filed their reply. On July 5, 2022, Defendants moved for leave to file a sur-reply, which the Court granted on July 8, 2022.

30. On April 13, 2023, the Court granted Lead Plaintiffs' class certification motion, certifying the Class and appointing Lead Plaintiffs as "Class Representatives" and Co-Lead Counsel as "Co-Class Counsel."

31. On May 3, 2023, Defendants filed a Rule 23(f) petition before the U.S. Court of Appeals for the Second Circuit (2d Cir., Case No. 23-709), which was pending at the time the Settlement was reached. On August 3, 2023, the Parties jointly moved the Second Circuit to hold Defendants' 23(f) petition in abeyance in light of this Settlement, which the Second Circuit granted on August 8, 2023.

32. The Parties first began exploring the possibility of a negotiated settlement in mid-2022. Specifically, the Parties agreed to engage in mediation and subsequently retained retired United States District Court Judge Layn R. Phillips to act as mediator in the case (the "Mediator"). On September 16, 2022, Co-Class Counsel and Defendants' Counsel, among others, participated in a full-day mediation session before the Mediator. In advance of that session, the Parties submitted detailed mediation statements to the Mediator, together with numerous supporting exhibits, which addressed both liability and damages. The session ended without any agreement being reached.

33. Thereafter, the Parties continued discussions with the Mediator, exploring the possibility of a settlement. The Parties participated in a second mediation session before the Mediator on July 28, 2023. In advance of that session, the Parties submitted supplemental mediation statements and exhibits. At the conclusion of this mediation session, the Mediator issued a mediator's proposal, setting a deadline for the Parties to provide the Mediator with their respective responses.

34. On August 2, 2023, the Parties agreed to settle the Action, which was memorialized in a term sheet executed and finalized on August 3, 2023 (the "Term Sheet"), subject to the execution of a customary "long form" stipulation and agreement of settlement and related papers. The Stipulation was filed with the Court on September 13, 2023.

## **6. What are the reasons for the Settlement?**

35. The Court did not finally decide in favor of Class Representatives or Defendants. Instead, both sides agreed to a settlement. Class Representatives and Co-Class Counsel believe that the claims asserted in the Action have merit. They recognize, however, the expense and length of continued proceedings needed to pursue the claims through trial and appeals, as well as the difficulties in establishing liability. Assuming the claims proceeded to trial, the Parties would present factual and expert testimony on each of the disputed issues, and there is risk that the Court or jury would resolve these issues unfavorably against Class Representatives and the class. In light of the Settlement and the guaranteed cash recovery to the Class, Class Representatives and Co-Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class.

36. Defendants have denied and continue to deny each and every one of the claims alleged by Class Representatives in the Action, including all claims in the Amended Complaint, and specifically deny any wrongdoing and that they have committed any act or omission giving rise to any liability or violation of law. Defendants deny the allegations that they knowingly, or otherwise, made any material misstatements or omissions; that any Member of the Class has suffered damages; that the prices of Alexion's publicly traded common stock were artificially inflated by reason of the alleged misrepresentations, omissions, or otherwise; or that Members of the Class were harmed by the conduct alleged. Nonetheless, Defendants have concluded that continuation of the Action would be protracted and expensive, and have taken into account the uncertainty and risks inherent in any litigation, especially a complex case like this Action.

## **THE SETTLEMENT BENEFITS**

### **7. What does the Settlement provide?**

37. In exchange for the Settlement and the release of the Released Plaintiffs' Claims against the Released Defendant Parties (see Question 9 below), Defendants have agreed to cause a \$125,000,000 payment to be made, which, along with any interest earned, will be distributed after deduction of Court-awarded attorneys' fees and Litigation Expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court (the "Net Settlement Fund"), to Class Members who submit valid and timely Claim Forms and are found to be eligible to receive a distribution from the Net Settlement Fund.

### **8. How can I receive a payment?**

38. To qualify for a payment from the Net Settlement Fund, you must submit a timely and valid Claim Form. A Claim Form is included with this Notice. You may also obtain one from the website dedicated to the Settlement: [www.AlexionSecuritiesSettlement.com](http://www.AlexionSecuritiesSettlement.com), or from Co-Class Counsel's websites: [www.labaton.com](http://www.labaton.com) and [www.motleyrice.com](http://www.motleyrice.com), or submit a claim online at [www.AlexionSecuritiesSettlement.com](http://www.AlexionSecuritiesSettlement.com). You can also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (866) 573-1726.

39. Please read the instructions contained in the Claim Form carefully, fill out the Claim Form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or received no later than December 15, 2023**.

## 9. What am I giving up to receive a payment and by staying in the Class?

40. If you are a Class Member and do not timely and validly exclude yourself from the Class, you will remain in the Class and that means that, upon the “Effective Date” of the Settlement, you will release all “Released Plaintiffs’ Claims” against the “Released Defendant Parties.” All of the Court’s orders about the Settlement, whether favorable or unfavorable, will apply to you and legally bind you.

(a) **“Released Plaintiffs’ Claims”** mean any and all claims, demands, losses, rights, and causes of action of every nature and description, whether known or Unknown (defined below), whether arising under federal, state, common, or foreign law, that Class Representatives or any other member of the Class (i) asserted in the Amended Consolidated Complaint for Violation of the Federal Securities Laws filed in the Action on June 2, 2019 (Amended Complaint) or (ii) could have asserted, or could in the future assert, in any court or forum that arise out of or relate to any of the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Amended Complaint and that relate in any way, directly or indirectly, to the purchase, acquisition, holding, sale or disposition of Alexion common stock during the Class Period. Released Plaintiffs’ Claims do not cover, include, or release: (i) any claims relating to the enforcement of the Settlement, or (ii) any claims of any person or entity that submits a request for exclusion from the Class that is accepted by the Court.

(b) **“Released Defendant Parties”** mean Defendants, Defendants’ Counsel, and each of their respective past or present parents, affiliates, subsidiaries, principals, successors, predecessors, assigns, assignees, officers, directors, shareholders, trustees, partners, agents, representatives, fiduciaries, contractors, employees, employers, attorneys, insurers, advisors, underwriters; the Spouses, members of the Immediate Families, representatives, and heirs of the Individual Defendants, as well as any trust of which any Individual Defendant is the settlor or which is for the benefit of any of their Immediate Family members; any firm, trust, corporation, or entity in which any Defendant has a controlling interest; and each of the legal representatives, heirs, executors, administrators, successors in interest, or assigns of Defendants, including, but not limited to, AstraZeneca PLC and any of its subsidiaries.

(c) **“Unknown Claims”** mean any and all Released Plaintiffs’ Claims that Class Representatives or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Class. With respect to any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Class Representatives and Defendants shall expressly, and each other Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common 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.**

Class Representatives, other Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiffs’ Claims and the Released Defendants’ Claims, but Class Representatives and Defendants shall expressly, fully, finally, and forever settle and release, and each Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Plaintiffs’ Claims and Released Defendants’ Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representatives and Defendants acknowledge, and other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Plaintiffs’ Claims and Released Defendants’ Claims was separately bargained for and was a material element of the Settlement.

41. The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal.

42. Upon the “Effective Date,” Defendants will also provide a release of any claims against Class Representatives and the Class arising out of or related to the institution, prosecution, or settlement of the claims in the Action.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

43. If you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own concerning the Released Plaintiffs’ Claims, then you must take steps to remove yourself from the Class. This is called excluding yourself or “opting out.” **Please note: If you decide to exclude yourself from the Class, there is a risk that any lawsuit you may file to pursue claims alleged in the Action may be dismissed, including because the suit is not filed within the applicable time periods required for filing suit.** Defendants have the option to terminate the Settlement if a certain amount of Class Members request exclusion.

#### 10. How do I exclude myself from the Class?

44. To exclude yourself from the Class, you must mail a signed letter stating that you request to be “excluded from the Class in *Boston Retirement System, et al. v. Alexion Pharmaceuticals, Inc., et al.*, Case No. 3:16-cv-02127 (AWT) (D. Conn.)” You cannot exclude yourself by telephone or e-mail. Each request for exclusion must also: (i) state the name, address, email, and telephone number of the Person seeking exclusion; (ii) state the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and sales of Alexion publicly traded common stock during the Class Period; and (iii) be signed by the Person requesting exclusion. A request for exclusion must be mailed so that it is **received no later than November 29, 2023** at:

*Alexion Securities Settlement*  
c/o KCC Class Action Services  
EXCLUSIONS  
P.O. Box 5100  
Larkspur, CA 94977-5100

45. This information is needed to determine whether you are a member of the Class. Your exclusion request must comply with these requirements in order to be valid.

46. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Class Member and the Settlement will not affect you. If you submit a valid exclusion request, you will not be legally bound by anything that happens in the Action, and you may be able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the future.

#### 11. If I do not exclude myself, can I sue Defendants and the other Released Defendant Parties for the same reasons later?

47. No. Unless you properly exclude yourself, you will give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Plaintiffs’ Claims. If you have a pending lawsuit against any of the Released Defendant Parties, **speak to your lawyer in that case immediately**. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **November 29, 2023**.

#### THE LAWYERS REPRESENTING YOU

#### 12. Do I have a lawyer in this case?

48. Labaton Sucharow LLP and Motley Rice LLC are Co-Class Counsel in the Action and represent all Class Members. You will not be separately charged for these lawyers. The Court will determine the amount of attorneys’ fees and Litigation Expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### 13. How will the lawyers be paid?

49. Co-Class Counsel, together with the other Plaintiffs’ Counsel, have been prosecuting the Action on a contingent basis and have not been paid for any of their work. Co-Class Counsel, on behalf of themselves and the other Plaintiffs’ Counsel, will seek an attorneys’ fee award of no more than 25% of the Settlement Fund, which will include accrued interest. Co-Class Counsel has agreed to share the awarded attorneys’ fees with other Plaintiffs’ Counsel. Co-Class Counsel will also seek payment of Litigation Expenses incurred by Plaintiffs’ Counsel in the prosecution of the Action of no more than \$1,500,000, plus accrued interest, which may include an application in accordance with the PSLRA for the reasonable costs and expenses (including lost wages) of Class Representatives directly related to their representation of the Class. As explained above, any attorneys’ fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

#### OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION

#### 14. How do I tell the Court that I do not like something about the proposed Settlement?

50. If you are a Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation of the Net Settlement Fund, and/or Co-Class Counsel’s Fee and Expense Application. You may write to the Court about why you think the Court should not approve any or all of the Settlement terms or related relief. If you would like the Court to consider your views, you must file a proper objection within the deadline, and according to the following procedures.

51. To object, you must send a signed letter stating that you object to the proposed Settlement, the Plan of Allocation, and/or the Fee and Expense Application in *Boston Retirement System, et al. v. Alexion Pharmaceuticals, Inc., et al.*, Case No. 3:16-cv-02127 (AWT) (D. Conn.). The objection must also: (i) state the name, address, telephone number, and email address of the objector and must be signed by the objector; (ii) contain a statement of the Class Member’s objection or objections and the specific reasons for the objection, including whether it applies only to the objector, to a specific subset of the Class, or to the entire Class, and any legal and evidentiary support (including witnesses) the Class Member wishes to bring to the Court’s attention; and (iii) include documents sufficient to show the objector’s membership in the Class, including the number of shares of Alexion publicly traded common stock purchased, acquired, and sold during the Class Period, as well as the dates and prices of each such purchase, acquisition, and sale. Unless otherwise ordered by the Court, any Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Co-Class Counsel’s Fee and Expense Application. Your objection must be filed with the Court **no later than November 29, 2023** and be mailed or delivered to the following counsel so that it is **received no later than November 29, 2023**:

Court	Co-Class Counsel	Defendants' Counsel
<b>Clerk of the Court</b> United States District Court District of Connecticut Abraham Ribicoff Federal Building 450 Main Street Hartford, CT 06103	<b>Labaton Sucharow LLP</b> Michael H. Rogers, Esq. 140 Broadway New York, NY 10005  <b>Motley Rice LLC</b> Gregg S. Levin, Esq. 28 Bridgeside Blvd. Mount Pleasant, SC 29464	<b>Paul, Weiss, Rifkind, Wharton &amp; Garrison LLP</b> Audra Soloway, Esq. 1285 Avenue of the Americas New York, NY 10019  <b>Paul, Weiss, Rifkind, Wharton &amp; Garrison LLP</b> Jane O'Brien, Esq. 2001 K Street, NW Washington, DC 20006

52. You do not need to attend the Settlement Hearing to have your written objection considered by the Court. However, any Class Member who has complied with the procedures described in this Question 14 and below in Question 18 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court. An objector may appear in person or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it at the Settlement Hearing.

**15. What is the difference between objecting and seeking exclusion?**

53. Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Co-Class Counsel's Fee and Expense Application. You can still recover money from 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 part of the Class. If you exclude yourself from the Class, you have no basis to object because the Settlement and the Action no longer affect you.

**THE SETTLEMENT HEARING**

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

54. The Court will hold the Settlement Hearing on **December 20, 2023 at 1:30 p.m.**, either remotely or in person, at the Abraham Ribicoff Federal Building, United States Courthouse, South Courtroom, 450 Main Street, Hartford, CT 06103.

55. At this hearing, the Honorable Alvin W. Thompson will consider whether: (i) the Settlement is fair, reasonable, adequate, and should be approved; (ii) the Plan of Allocation is fair and reasonable, and should be approved; and (iii) the application of Co-Class Counsel for an award of attorneys' fees and payment of Litigation Expenses is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 14 above. We do not know how long it will take the Court to make these decisions.

56. The Court may change the date and time of the Settlement Hearing, or hold the hearing remotely, without another individual notice being sent to Class Members. If you want to attend the hearing, you should check with Co-Class Counsel beforehand to be sure that the date and/or time has not changed, or periodically check the Settlement website at [www.AlexionSecuritiesSettlement.com](http://www.AlexionSecuritiesSettlement.com) to see if the Settlement Hearing stays as scheduled or is changed.

**17. Do I have to come to the Settlement Hearing?**

57. No. Co-Class Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 18 below **no later than November 29, 2023**.

**18. May I speak at the Settlement Hearing?**

58. You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must, **no later than November 29, 2023**, submit a statement that you, or your attorney, intend to appear in "*Boston Retirement System, et al. v. Alexion Pharmaceuticals, Inc., et al.*, Case No. 3:16-cv-02127 (AWT) (D. Conn.)." If you intend to present evidence at the Settlement Hearing, you must also include in your objections (prepared and submitted according to the answer to Question 14 above) the identities of any witnesses you may wish to call to testify and any exhibits you intend to introduce into evidence at the Settlement Hearing. You may not speak at the Settlement Hearing if you exclude yourself from the Class or if you have not provided written notice of your intention to speak at the Settlement Hearing in accordance with the procedures described in this Question 18 and Question 14 above.

**IF YOU DO NOTHING**

**19. What happens if I do nothing at all?**

59. If you do nothing and you are a member of the Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Plaintiffs' Claims. To share in the Net Settlement Fund, you must submit a Claim Form (see Question 8 above). To start, continue, or be a part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Plaintiffs' Claims, you must exclude yourself from the Class (see Question 10 above).



## GETTING MORE INFORMATION

### 20. Are there more details about the Settlement?

60. This Notice summarizes the proposed Settlement. More details are contained in the Stipulation. You may review the Stipulation filed with the Court or other documents in the case during business hours at the Office of the Clerk of the United States District Court, District of Connecticut, Abraham Ribicoff Federal Building, 450 Main Street, Hartford, CT 06103. (Please check the Court's website, [www.ctd.uscourts.gov](http://www.ctd.uscourts.gov), for information about Court closures before visiting.) Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action through the Court's online Case Management/Electronic Case Files System at <https://www.pacer.gov>.

61. You can also get a copy of the Stipulation, and other documents related to the Settlement, as well as additional information about the Settlement by visiting the website dedicated to the Settlement, [www.AlexionSecuritiesSettlement.com](http://www.AlexionSecuritiesSettlement.com), or the websites of Co-Class Counsel, [www.labaton.com](http://www.labaton.com) and [www.motleystone.com](http://www.motleystone.com). You may also call the Claims Administrator toll-free at (866) 573-1726 or write to the Claims Administrator at *Alexion Securities Settlement*, c/o KCC Class Action Services, P.O. Box 301170, Los Angeles, CA 90030-1170. **Please do not call the Court with questions about the Settlement.**

### PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

### 21. How will my claim be calculated?

62. The Plan of Allocation set forth below is the plan for calculating claims and distributing the proceeds of the Settlement that is being proposed by Class Representatives and Co-Class Counsel to the Court for approval. The Court may approve this 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.AlexionSecuritiesSettlement.com](http://www.AlexionSecuritiesSettlement.com), [www.labaton.com](http://www.labaton.com), and [motleystone.com](http://motleystone.com).

63. As noted above, the Settlement Amount and the interest it earns is the Settlement Fund. The Settlement Fund, after deduction of Court-approved attorneys' fees and Litigation Expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court is the Net Settlement Fund. The Net Settlement Fund will be distributed to members of the Class who timely submit valid Claim Forms that show a "Recognized Claim" according to the proposed Plan of Allocation (or any other plan of allocation approved by the Court). Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will still be bound by the Settlement.

64. The objective of this Plan of Allocation is to distribute the Net Settlement Fund among claimants who allegedly suffered economic losses as a result of the alleged wrongdoing. To design this Plan, Co-Class Counsel conferred with Class Representatives' damages expert. This Plan is intended to be generally consistent with an assessment of, among other things, the damages that Class Representatives and Co-Class Counsel believe were recoverable in the Action. The Plan of Allocation, however, is not a formal damages analysis and the calculations made pursuant to the Plan are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. The calculations pursuant to the Plan of Allocation are also not estimates of the amounts that will be paid to Authorized Claimants. An individual Class Member's recovery will depend on, for example: (i) the total number and value of claims submitted; (ii) when the claimant purchased or acquired Alexion publicly traded common stock; and (iii) whether and when the claimant sold his, her, or its shares of Alexion publicly traded common stock. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund. The Claims Administrator will determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim."

65. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the securities at issue. In this case, Class Representatives allege that Defendants issued materially false statements and omitted material facts during the Class Period, which allegedly artificially inflated the price of Alexion publicly traded common stock. It is alleged that corrective information released to the market on November 4, 2016, November 9, 2016, December 12, 2016, March 6, 2017, May 8, 2017, May 23, 2017, and May 24, 2017, negatively impacted the market price of Alexion common stock on November 7, 2016; November 10 and 11, 2016; December 12 and 13, 2016; March 6 and 7, 2017; May 8, 2017; May 23, 2017; and May 24, 25, and 26, 2017, and removed the alleged artificial inflation from the share price on those days. Accordingly, in order to have a compensable loss in this Settlement, the shares of Alexion common stock must have been purchased or otherwise acquired during the Class Period and held through at least one of the alleged corrective disclosure dates listed above.

### CALCULATION OF RECOGNIZED LOSS AMOUNTS

66. For purposes of determining whether a claimant has a "Recognized Claim," if a Class Member has more than one purchase/acquisition or sale of Alexion publicly traded common stock during the Class Period, all purchases/acquisitions and sales will be matched on a "First in First Out" (FIFO) basis. 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.

67. A "Recognized Loss Amount" will be calculated as set forth for each purchase of Alexion common stock during the Class Period from January 30, 2014 through May 26, 2017 that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a claimant's Recognized Loss Amount results in a negative number, that number shall be set to zero.

68. For each share of Alexion common stock purchased or otherwise acquired during the Class Period and sold before the close of trading on August 23, 2017, an "Out of Pocket Loss" will be calculated. Out of Pocket Loss is defined as the purchase

price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero.

69. **For each share of Alexion common stock purchased or acquired from January 30, 2014 through and including May 26, 2017, and:**

- A. Sold before November 7, 2016, the Recognized Loss Amount for each such share shall be zero.
- B. Sold from November 7, 2016 through May 26, 2017, the Recognized Loss Amount for each such share shall be **the lesser of**:
  1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below *minus* the dollar artificial inflation applicable to each such share on the date of sale as set forth in **Table 1** below; or
  2. the Out of Pocket Loss.
- C. Sold after the close of trading on May 26, 2017 and before the close of trading on August 23, 2017, the Recognized Loss Amount for each such share shall be **the least of**:
  1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below; or
  2. the actual purchase/acquisition price of each such share minus the average closing price from May 26, 2017, up to the date of sale as set forth in Table 2 below; or
  3. the Out of Pocket Loss.
- D. Held as of the close of trading on August 23, 2017, the Recognized Loss Amount for each such share shall be **the lesser of**:
  1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below; or
  2. the actual purchase/acquisition price of each such share minus \$123.64.<sup>4</sup>

**TABLE 1**  
**Alexion Common Stock**  
**Alleged Artificial Inflation for Purposes of Calculating Purchase and Sale Inflation**

Transaction Date	Artificial Inflation Per Share
January 30, 2014 – November 6, 2016	\$68.08
November 7, 2016 – November 9, 2016	\$54.21
November 10, 2016	\$52.09
November 11, 2016 – December 11, 2016	\$39.79
December 12, 2016	\$23.39
December 13, 2016 – March 5, 2017	\$17.34
March 6, 2017	\$17.33
March 7, 2017 – May 8, 2017 (prior to 10:54 AM ET) <sup>5</sup>	\$17.32
May 8, 2017 (at or after 10:54 AM ET) – May 22, 2017	\$14.56
May 23, 2017	\$3.76
May 24, 2017	\$0.02
May 25, 2017	\$0.01
May 26, 2017 <sup>6</sup>	\$0.00

<sup>4</sup> Pursuant to Section 21D(e)(1) of the Exchange Act, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Alexion common stock during the “90-day look-back period,” May 26, 2017 through August 23, 2017. The mean (average) closing price for Alexion common stock during this 90-day look-back period was \$123.64.

<sup>5</sup> For purposes of this Plan of Allocation, in the absence of contrary documentation, the Claims Administrator will assume that any shares purchased/acquired or sold on May 8, 2017 at any price less than \$128.32 per share occurred after the allegedly corrective information was released to the market at or after 10:54 AM ET, and that any shares purchased/acquired or sold on May 8, 2017 at any price equal to or greater than \$128.32 per share occurred before the release of the allegedly corrective information at 10:54 AM ET.

<sup>6</sup> For purchases on May 26, 2017, artificial inflation per share is equal to \$0.01. For sales on May 26, 2017, artificial inflation per share is \$0.00.

**TABLE 2**  
**Alexion Common Stock Closing Price and Average Closing Price**  
**May 26, 2017 – August 23, 2017**

Date	Closing Price	Average Closing Price Between May 26, 2017 and Date Shown	Date	Closing Price	Average Closing Price Between May 26, 2017 and Date Shown
5/26/2017	\$97.70	\$97.70	7/12/2017	\$124.94	\$114.49
5/30/2017	\$97.78	\$97.74	7/13/2017	\$126.91	\$114.87
5/31/2017	\$98.03	\$97.84	7/14/2017	\$126.71	\$115.22
6/1/2017	\$100.58	\$98.52	7/17/2017	\$125.78	\$115.52
6/2/2017	\$101.83	\$99.18	7/18/2017	\$126.77	\$115.83
6/5/2017	\$101.61	\$99.59	7/19/2017	\$127.30	\$116.14
6/6/2017	\$101.47	\$99.86	7/20/2017	\$129.81	\$116.50
6/7/2017	\$100.14	\$99.89	7/21/2017	\$131.79	\$116.89
6/8/2017	\$102.92	\$100.23	7/24/2017	\$130.74	\$117.24
6/9/2017	\$105.38	\$100.74	7/25/2017	\$129.35	\$117.54
6/12/2017	\$106.88	\$101.30	7/26/2017	\$131.07	\$117.86
6/13/2017	\$108.00	\$101.86	7/27/2017	\$133.92	\$118.23
6/14/2017	\$118.00	\$103.10	7/28/2017	\$137.99	\$118.68
6/15/2017	\$117.98	\$104.16	7/31/2017	\$137.34	\$119.09
6/16/2017	\$113.98	\$104.82	8/1/2017	\$137.79	\$119.50
6/19/2017	\$116.16	\$105.53	8/2/2017	\$137.97	\$119.89
6/20/2017	\$119.05	\$106.32	8/3/2017	\$136.72	\$120.24
6/21/2017	\$123.58	\$107.28	8/4/2017	\$136.64	\$120.58
6/22/2017	\$126.23	\$108.28	8/7/2017	\$138.33	\$120.93
6/23/2017	\$126.07	\$109.17	8/8/2017	\$136.04	\$121.23
6/26/2017	\$125.09	\$109.93	8/9/2017	\$136.85	\$121.53
6/27/2017	\$122.11	\$110.48	8/10/2017	\$132.30	\$121.73
6/28/2017	\$125.81	\$111.15	8/11/2017	\$132.93	\$121.94
6/29/2017	\$122.43	\$111.62	8/14/2017	\$133.96	\$122.16
6/30/2017	\$121.67	\$112.02	8/15/2017	\$135.21	\$122.39
7/3/2017	\$121.08	\$112.37	8/16/2017	\$136.55	\$122.64
7/5/2017	\$125.05	\$112.84	8/17/2017	\$134.63	\$122.85
7/6/2017	\$121.09	\$113.13	8/18/2017	\$133.40	\$123.03
7/7/2017	\$123.06	\$113.47	8/21/2017	\$133.43	\$123.20
7/10/2017	\$123.76	\$113.82	8/22/2017	\$138.20	\$123.45
7/11/2017	\$124.32	\$114.16	8/23/2017	\$135.67	\$123.64

**ADDITIONAL PROVISIONS OF THE PLAN OF ALLOCATION**

70. The sum of a claimant's Recognized Loss Amounts will be the claimant's "Recognized Claim."

71. 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 will receive his, her, or its *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 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 out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

72. Purchases or acquisitions and sales of Alexion publicly traded common stock will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" or "sale" date. The receipt or grant of shares of Alexion publicly traded common stock by gift, inheritance, or operation of law during the Class Period will not be deemed an eligible purchase, acquisition, or sale of these shares of Alexion publicly traded common stock for the calculation of a claimant's Recognized Claim, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares of such Alexion publicly traded common stock unless: (i) the donor or decedent purchased or acquired such shares of Alexion publicly traded common stock during the Class Period; (ii) 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 shares of Alexion publicly traded common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

73. In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase or acquisition that matches against (or "covers") a "short sale" is zero. The Recognized Loss Amount on a "short sale" that is not covered by a purchase or acquisition is also zero.

74. If a claimant has an opening short position in Alexion publicly traded common stock at the start of the Class Period, the earliest Class Period purchases or acquisitions will be matched against such opening short position in accordance with the FIFO matching described above and any portion of such purchase or acquisition that covers such short sales will not be entitled to recovery. If a claimant newly establishes a short position during the Class Period, the earliest subsequent Class Period purchase or acquisition will be matched against such short position on a FIFO basis and will not be entitled to a recovery.

75. Alexion publicly traded common stock is the only security eligible for recovery under the Plan of Allocation. With respect to Alexion publicly traded common stock purchased or sold through the exercise of an option, the purchase/sale date of the Alexion publicly traded common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

76. 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, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

77. Distributions will be made to eligible Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, the Claims Administrator will, if feasible and economical after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, if any, redistribute such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. Once it is no longer feasible or economical to make further distributions, any balance that still remains in the Net Settlement Fund after re-distribution(s) and after payment of outstanding Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, if any, shall be contributed to a non-profit, non-sectarian 501(c)(3) organization to be mutually agreed upon by Co-Class Counsel and counsel for Alexion, or as ordered by the Court.

78. Payment pursuant to the Plan of Allocation or such other plan of allocation as may be approved by the Court will be conclusive against all claimants. No person will have any claim against Class Representatives, Co-Class Counsel, their damages expert, the Claims Administrator, or other agent designated by Co-Class 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. Class Representatives, Defendants, Defendants' Counsel, and all other Released Parties will have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund or any losses incurred in connection therewith.

79. Each claimant is deemed to have submitted to the jurisdiction of the United States District Court for the District of Connecticut with respect to his, her, or its claim.

#### **SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

80. If you purchased or acquired Alexion publicly traded common stock (CUSIP: 015351109) during the Class Period for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST EITHER:** (a) provide a list of the names and addresses of all such beneficial owners to the Claims Administrator and the Claims Administrator is ordered to send this Notice Packet promptly to such identified beneficial owners; or (b) request from the Claims Administrator sufficient copies of the Notice Packet to forward to all such beneficial owners and **WITHIN TEN (10) CALENDAR DAYS** of receipt of those Notice Packets from the Claims Administrator forward them to all such beneficial owners. If you choose to follow procedure (b), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names and mailing addresses used. Nominees shall also provide email addresses for all such beneficial owners to the Claims Administrator, to the extent they are available.

81. Upon full and timely compliance with these provisions, Nominees who mail the Notice Packets to beneficial owners, or who provide names and addresses of beneficial owners to the Claims Administrator, may seek up to \$0.10 per name/address provided and up to \$0.10 plus postage at the Claims Administrator's rate for bulk mailings by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Nominees whose research yields no records, or a minimal number of beneficial owners, may ask the Claims Administrator to consider an upward adjustment for the reasonable costs incurred to perform their research. Properly documented expenses incurred by Nominees in compliance with the above shall be paid from the Settlement Fund, with any unresolved disputes as to the reasonableness or documentation subject to review by the Court. All communications concerning the foregoing should be addressed to the Claims Administrator:

*Alexion Securities Settlement*  
c/o KCC Class Action Services  
PO Box 301170  
Los Angeles, CA 90030-1170

Dated: October 3, 2023

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BY ORDER OF THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT