

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE CELGENE CORPORATION
SECURITIES LITIGATION

Case No. 2:18-cv-04772 (MEF) (JBC)
CLASS ACTION

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of November 4, 2025 (the “Stipulation”) is entered into between (a) Court-appointed Class Representative AMF Tjänstepension AB (“Class Representative” or “Lead Plaintiff”), on behalf of itself and the Court-certified Class (defined below); and (b) defendant Celgene Corporation (“Celgene” or the “Company”) and defendants Terrie Curran and Philippe Martin (collectively, the “Individual Defendants” and, together with Celgene, “Defendants” and, together with Class Representative, the “Parties”). This Stipulation embodies the terms and conditions of the settlement of the above-captioned action (the “Action”). Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, discharge, and dismiss with prejudice the Action and all claims asserted against Defendants therein, and all Released Plaintiff’s Claims (defined below) as against all Defendants’ Releasees.¹

WHEREAS:

A. The initial complaint in this Action was filed on March 29, 2018. ECF No. 1.

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 herein.

EXECUTION VERSION

B. On September 26, 2018, the Court appointed: (i) AMF Tjänstepension AB (then known as AMF Pensionsförsäkring AB) as Lead Plaintiff; (ii) Kessler Topaz Meltzer & Check, LLP as Lead Counsel for the putative class; and (iii) Carella Byrne Cecchi Olstein Brody & Agnello, PC (now known as Carella, Byrne, Cecchi, Brody & Agnello, PC) along with Seeger Weiss, LLP as Co-Liaison Counsel for the putative class. ECF No. 36. Bernstein Litowitz Berger & Grossmann LLP has served as Additional Counsel for the Class since the filing of the Amended Consolidated Class Action Complaint on December 10, 2018. ECF No. 40.

C. On February 27, 2019, Lead Plaintiff filed the Second Amended Consolidated Class Action Complaint (the “Second Amended Complaint”), which sets forth the claims of the Class, including claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) (15 U.S.C. §§ 78j(b), and 78t(a)), and SEC Rules 10b-5 (17 C.F.R. § 240.10b-5). ECF No. 57. The Second Amended Complaint alleged that during the period from January 12, 2015 through and including April 27, 2018, Defendants made materially false or misleading representations and omissions regarding certain Celgene products and product candidates, including the pharmaceutical drugs and drug candidates known as GED-0301, Otezla, and Ozanimod. The Second Amended Complaint asserted that Defendants’ alleged misrepresentations and omissions caused investors to purchase Celgene common stock at artificially inflated prices, and to suffer damages when the truth was revealed.

D. On December 19, 2019, the Court granted in part and denied in part Defendants’ motion to dismiss the Second Amended Complaint. ECF Nos. 75, 76.

E. On March 5, 2020, Defendants answered the Second Amended Complaint, denying Lead Plaintiff’s claims and asserting various affirmative defenses. ECF No. 83.

EXECUTION VERSION

F. On May 1, 2020, Lead Plaintiff filed a motion for class certification, along with an expert report in support prepared by Dr. David Tabak. ECF Nos. 90, 90-1, 90-2. On June 25, 2020, Defendants filed their opposition to Lead Plaintiff's motion for class certification, along with an expert report in support prepared by Dr. Paul Gompers. ECF Nos. 95, 95-2. On November 29, 2020, the Court granted Lead Plaintiff's motion for class certification, certifying the case as a class action on behalf of the Class defined in ¶ 1(i) below, and appointing Lead Plaintiff as Class Representative. ECF Nos. 114, 115.

G. On September 10, 2021, Class Representative filed an unopposed motion for Court approval of its proposed form and manner of providing notice to the Class of the pendency of the class action. ECF No. 159. On April 21, 2022, the Court entered an Order granting the motion (ECF No. 199) (the "Class Notice Order").

H. From May 11, 2022, through July 27, 2022, the Court-approved Notice Administrator, JND Legal Administration mailed 751,520 postcard notices of pendency of the Action as a class action ("Postcard Class Notice") and 6,176 copies of the longer Class Notice to potential Class Members and nominees. ECF No. 215 at ¶¶ 2-10. Pursuant to the Class Notice Order, the Postcard Class Notice and Class Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth the deadline and procedures for doing so. The Postcard Class Notice and Class Notice also informed Class Members that if they chose to remain a member of the Class, they would "be bound by all past, present, and future orders and judgments in the Action, whether favorable or unfavorable" and they "may not pursue a lawsuit on [their] own behalf with regard to any of the issues in the Action in connection with [their] purchase of Celgene common stock." ECF No. 215 at 17; *see also id.* at 12. The Class

EXECUTION VERSION

Notice further informed potential members of the Class that they might not have the further opportunity to exclude themselves from the Class at the time of any settlement. *Id.* at 12.

I. The deadline for requesting exclusion from the Class pursuant to the Class Notice was July 11, 2022. Attached hereto as Appendix A is a list of the persons and entities who requested exclusion from the Class pursuant to the Class Notice. *See* ECF No. 215 at 25-28.

J. Fact discovery in the Action commenced in March 2020 and concluded in November 2022. Pursuant to detailed document requests and substantial negotiations, Defendants produced over 4.8 million pages of documents to Class Representative. Class Representative also produced more than 1,100 pages of documents to Defendants. Class Representative also served subpoenas on and negotiated document discovery with more than 10 third parties, including Ashfield Healthcare, the U.S. Food and Drug Administration, Morgan Stanley, Nexion, ICON, and Pharmaron ABS, Inc. In addition, the Parties conducted depositions of 21 fact witnesses, including Individual Defendants and other senior Celgene employees, and 10 expert witnesses. The Parties also served and responded to interrogatories and requests for admission and exchanged numerous letters concerning disputes between the Parties and with non-parties on discovery issues and litigated multiple discovery disputes.

K. On April 21, 2023, Defendants moved for summary judgment. ECF Nos. 244-49. The Parties filed over 400 exhibits, and over 300 pages of statements of fact, in connection with the summary judgment motion. On September 8, 2023, the Court granted in part and denied in part Defendants' motion for summary judgment. ECF No. 271. On October 27, 2023, Defendants moved for partial summary judgment, and the motion was fully briefed on December 8, 2023. ECF Nos. 278, 282.

EXECUTION VERSION

L. The Parties participated in a two-day mediation session with Greg Danilow of Phillips ADR Enterprises on June 3 and 5, 2024, which did not result in a settlement.

M. On July 23, 2024, the Court partially granted Defendants' second motion for summary judgment and ordered further briefing as to some issues. ECF No. 306. On October 10, 2024, the Court denied the remainder of Defendants' motion for summary judgment. ECF No. 331. On November 15, 2024, Defendants sought leave to file a motion pursuant to Fed. R. Civ. P. 12(c), which was denied on April 30, 2025. ECF No. 402. On November 21, 2024, Defendants moved to bifurcate the forthcoming trial by issue, and that motion was denied on May 1, 2025. ECF No. 403.

N. On December 19, 2024, the Court held the final pretrial conference and entered the final pretrial order. ECF No. 363. On April 7, 2025, the Parties filed numerous *Daubert* motions and motions *in limine*. ECF Nos. 377-99. The Parties' motions were fully briefed on June 20, 2025.

O. On May 7, 2025, Class Representative sought leave to file an amended complaint to assert claims on behalf of its subsidiary, AMF Fonder AB, related to AMF Fonder AB's assignment of its claims in this Action to Class Representative.

P. On August 25, 2025, the Court granted Class Representative leave to file a "narrow" further amended complaint (ECF No. 468) in order to add an allegation related to AMF Fonder AB's assignment of its claims in this Action to Class Representative, and on August 29, 2025, Class Representative filed the Fourth Amended Consolidated Class Action Complaint (the "Complaint"). ECF Nos. 467, 469.

Q. On August 25, 2025, the Court granted Class Representative's motion to bifurcate trial into two phases for liability and individual damages. ECF No. 468.

R. Subsequently, on September 10, 2025, the Parties participated in an additional mediation session with former U.S. District Judge Layn Phillips and David Murphy, Esq., both of Phillips ADR Enterprises. In advance of the mediation, the Parties exchanged comprehensive mediation statements attaching documents produced in discovery. The mediation did not result in a settlement. However, the Parties continued settlement discussions that were facilitated by Judge Phillips and Mr. Murphy.

S. On September 25, 2025, the Parties reached an agreement in principle to settle the Action in return for a cash payment of \$239,000,000, subject to the execution of a customary “long form” stipulation and agreement of settlement and related papers.

T. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement between the Parties.

U. Based upon their investigation and prosecution of the case, Class Representative and Class Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Class Representative and the other Class Members (defined herein), and in their best interests. Based on Class Representative’s direct oversight of the prosecution of this matter and with the advice of its counsel, Class Representative has agreed to settle and release the Released Plaintiff’s Claims pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the substantial financial benefit that Class Representative and the other Class Members will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

V. This Stipulation constitutes a compromise of all matters that are in dispute between the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Each of the Defendants denies any

EXECUTION VERSION

wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Defendant with respect to any claim or allegation of any fault or liability or wrongdoing or damages whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that Class Representative has asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Class Representative of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Class Representative (individually and on behalf of all other Class Members) and Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties from the Settlement, all Released Plaintiff's Claims as against the Defendants' Releasees and all Released Defendants' Claims as against the Plaintiff's Releasees shall be settled and released, upon and subject to the terms and conditions set forth below.

DEFINITIONS

1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) "Action" means the securities class action *In re Celgene Corporation Securities Litigation*, Case No. 2:18-cv-04772 (MEF) (JBC) (D.N.J.) and includes all actions consolidated therein.

EXECUTION VERSION

(b) “Alternate Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Stipulation.

(c) “Authorized Claimant” means a Class Member who submits a Claim to the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

(d) “Celgene” or the “Company” means Celgene Corporation.

(e) “Claim” means a paper claim submitted on a Proof of Claim Form or an electronic claim that is submitted to the Claims Administrator.

(f) “Claim Form” or “Proof of Claim Form” means the form, substantially in the form attached hereto as Exhibit 3 to Exhibit A, that a Claimant must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

(g) “Claimant” means a person or entity who or which submits a Claim to the Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

(h) “Claims Administrator” means JND Legal Administration, the firm retained by Class Counsel and approved by the Court in connection with Class Notice, subject to the continuing approval of the Court, to provide all notices approved by the Court to potential Class Members and to administer the Settlement.

(i) “Class” means the Class certified by the Court’s Order dated November 25, 2020 (ECF No. 115). Specifically, the Class consists of all persons and entities who purchased the common stock of Celgene between April 27, 2017 and April 27, 2018, inclusive, and were damaged thereby. Excluded from the Class are: (i) Defendants; (ii) any directors and officers of Celgene during the Class Period and members of their Immediate Families; (iii) the subsidiaries, parents and affiliates of Celgene; (iv) any firm, trust, corporation or other entity in which Celgene has or had a controlling interest; and (v) the legal representatives, heirs, successors and assigns of any such

excluded party. Also excluded from the Class are (i) the persons and entities who excluded themselves from the Class pursuant to the Class Notice as listed in Exhibit C to ECF No. 215 (attached hereto as Appendix 1); and (ii) if, and only if, the Court in its discretion requires an additional opportunity to request exclusion from the Class in connection with the Settlement, any additional persons and entities who request exclusion from the Class in connection with the Settlement (“Future Excluded Persons,” as defined herein).

(j) “Class Counsel” or “Lead Counsel” means Kessler Topaz Meltzer & Check, LLP.

(k) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

(l) “Class Member” means each person or entity who or which is a member of the Class. For the avoidance of doubt, AMF Fonder AB is a Class Member.

(m) “Class Notice” means the Notice of Pendency of Class Action dated May 11, 2022.

(n) “Class Period” means the period between April 27, 2017 and April 27, 2018, inclusive.

(o) “Class Representative” or “Lead Plaintiff” means AMF Tjänstepension AB, including in its role as assignee of claims from AMF Fonder AB pursuant to the “Assignment of Claims and Power of Attorney” entered into by and between AMF Tjänstepension AB and AMF Fonder AB on November 11, 2024.

(p) “Complaint” means the Fourth Amended Consolidated Class Action Complaint filed by Class Representative in the Action on August 29, 2025.

(q) "Court" means the United States District Court for the District of New Jersey.

(r) "Defendants" means Celgene and the Individual Defendants.

(s) "Defendants' Counsel" means Latham & Watkins LLP, Jones Day, and Gibbons P.C.

(t) "Defendants' Releasees" means Defendants and Former Defendants, and any and all of their current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, divisions, joint ventures, and partnerships, and each of their respective current or former officers, directors, partners, trustees, trusts, members, contractors, auditors, principals, agents, managing agents, employees, insurers, reinsurers, and attorneys, in their capacities as such, as well as each of the Individual Defendant's and Former Defendants' Immediate Family Members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors and assigns.

(u) "Effective Date" with respect to the Settlement means the first date by which all of the events and conditions specified in ¶ 32 of this Stipulation have been met and have occurred or have been waived.

(v) "Escrow Account" means an account maintained at The Huntington National Bank wherein the Settlement Amount shall be deposited and held in escrow under the control of Class Counsel.

(w) "Escrow Agent" means The Huntington National Bank.

(x) "Escrow Agreement" means the agreement between Class Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

(y) “Final,” with respect to the Judgment or, if applicable, the Alternate Judgment, or any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys’ fees, costs, or expenses, or (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently modified), shall not in any way delay or preclude a judgment from becoming Final.

(z) “Former Defendants” means Mark J. Alles, Peter N. Kellogg, Nadim Ahmed, Peter Callegari, Jonathan Q. Tran, Jacqualyn A. Fouse, Charles H. Witchcoff, Robert J. Hugin, and Scott Smith.

(aa) “Future Excluded Persons” means, if and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, any persons and entities who exclude themselves by submitting a request for exclusion as directed in the Notice and whose requests are accepted by the Court.

(bb) “Immediate Family Members” means as defined in 17 C.F.R § 229.404, Instructions 1(a)(iii) and 1(b)(ii), children, stepchildren, parents, stepparents, spouses, siblings,

mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law and any persons (other than a tenant or employee) sharing the household.

(cc) “Individual Defendants” means Terrie Curran and Philippe Martin.

(dd) “Judgment” means the final judgment, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

(ee) “Liaison Counsel” means Carella, Byrne, Cecchi, Brody & Agnello, P.C. and Seeger Weiss, LLP.

(ff) “Litigation Expenses” means the costs and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Class Representative directly related to its representation of the Class), for which Class Counsel intends to apply to the Court for payment from the Settlement Fund.

(gg) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the Court.

(hh) “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Claims Administrator and/or Class Counsel in connection with: (i) providing notices to the Class of the Settlement (including, but not limited to, the costs associated with the Postcard Notice and Settlement Notice); and (ii) administering the Settlement, including but not limited to the Claims process, as well as the costs, fees, and expenses incurred in connection with the Escrow Account.

(ii) “Parties” means Defendants and Class Representative, on behalf of itself and the Class.

(jj) “Plaintiff’s Counsel” means Class Counsel; Liaison Counsel; and additional counsel for the Class, Bernstein Litowitz Berger & Grossmann LLP.

(kk) “Plaintiff’s Releasees” means Class Representative and all other Class Members, and any and all of their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, divisions, joint ventures, and partnerships, and each of their respective current or former officers, directors, partners, trustees, trusts, members, contractors, auditors, principals, agents, managing agents, employees, insurers, reinsurers, and attorneys, in their capacities as such, as well as each of the individual Class Members’ Immediate Family Members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors and assigns.

(ll) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Settlement Notice. Any plan of allocation is not part of the Stipulation and Defendants’ Releasees shall not have any responsibility or liability with respect thereto. Any order or proceeding relating to the Plan of Allocation (or any other plan of allocation proposed in the Action and/or approved by the Court) shall not operate to terminate or cancel this Stipulation or affect the finality of the Judgment.

(mm) “Postcard Notice” means the postcard notice, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed and/or emailed to Class Members.

(nn) “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

(oo) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended.

(pp) “Released Claims” means all Released Defendants’ Claims and all Released Plaintiff’s Claims.

(qq) “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Action. Released Defendants’ Claims do not include any claims relating to the enforcement of the Settlement.

(rr) “Released Plaintiff’s Claims” means all claims, demands, losses, rights and causes of action of every nature and description whatsoever, that have been or could have been asserted in this Action or could in the future be asserted in any forum, whether known claims or Unknown Claims (defined herein), whether foreign or domestic, whether arising under federal, state, common, or foreign law, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, by Class Representative or its related parties, or any other Class Member and their related parties, which: (i) arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, or asserted in the Action, or which could have been alleged in the Action, and (ii) arise out of, are based upon, or relate to in any way the purchase or acquisition of Celgene common stock during the class period alleged in the Second Amended Complaint filed on February 27, 2019 (ECF No. 57) (i.e., January 12, 2015 through April 27, 2018, inclusive). Released Plaintiff’s Claims do not include: (i) any claims relating to the enforcement of the Settlement; (ii) any derivative or ERISA claims; or (iii) any claims of any person or entity who or which is excluded from the Class.

(ss) “Releasee(s)” means each and any of the Defendants’ Releasees and each and any of the Plaintiff’s Releasees.

(tt) “Releases” means the releases set forth in ¶¶ 5-6 of this Stipulation.

(uu) “Settlement” means the settlement between Class Representative and Defendants on the terms and conditions set forth in this Stipulation.

(vv) “Settlement Amount” means \$239,000,000 (Two Hundred Thirty-Nine Million) in cash to be paid to the Escrow Agent by wire transfer pursuant to ¶ 8 of this Stipulation.

(ww) “Settlement Fund” means the Settlement Amount plus any and all interest earned thereon and which may be reduced by payments or deductions as provided herein or by Court order.

(xx) “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(yy) “Settlement Notice” means the Notice of (I) Proposed Class Action Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 2 to Exhibit A, which is to be posted on the case website and mailed and/or emailed to Class Members upon request.

(zz) “Summary Settlement Notice” means the Summary Notice of (I) Proposed Class Action Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 4 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(aaa) “Taxes” means: (i) all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; and (ii) the expenses and costs incurred by Class Counsel in connection with determining the amount

of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(bbb) “Unknown Claims” means any Released Plaintiff’s Claims which either Class Representative 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 such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such 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 Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Class Representative and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Class Representatives or other Class Members 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 Plaintiff’s Claims, but Class Representative and each Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment have settled and released, fully, finally, and forever, any and all Released Plaintiff’s Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representative and

Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

(ccc) “Website” means the website created specifically for the Action in connection with the Class Notice, www.CelgeneSecuritiesLitigation.com, on which the Settlement Notice and Claim Form, as well as other information related to the Settlement, will be posted.

PRELIMINARY APPROVAL OF SETTLEMENT

2. No later than November 1, 2025, Class Representative will move for preliminary approval of the Settlement, authorization to provide notice of the Settlement to the Class, and the scheduling of a hearing for consideration of final approval of the Settlement. Concurrently with the motion for preliminary approval, Class Representative shall apply to the Court for, and Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

3. In connection with the motion for preliminary approval of the Settlement, the Parties agree to request that the Court not permit a second opportunity for Class Members to request exclusion from the Class. However, the Settlement is not contingent on the Court’s decision regarding whether or not a second opportunity to request exclusion shall be permitted.

RELEASE OF CLAIMS

4. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of the Action as against Defendants; and (b) the Releases provided for herein. The Releases contained in this section were separately bargained for and are essential elements of the Settlement as embodied in this Stipulation.

5. In consideration of the payment of the Settlement Amount, upon final judicial approval of the Settlement, Class Representatives shall dismiss the Action with prejudice. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Class Representative and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment or the Alternate Judgment, if applicable, shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiff's Claim (including, without limitation, Unknown Claims) against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any and all of the Released Plaintiff's Claims directly or indirectly against any of the Defendants and the other Defendants' Releasees.

6. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim (including, without limitation, Unknown Claims) against Class Representative and the other Plaintiff's Releasees, and shall forever be barred and enjoined from prosecuting any and all of the Released Defendants' Claims directly or indirectly against any of the Plaintiff's Releasees. This Release shall not apply to: (i) any person or entity who previously submitted a request for exclusion

from the Class in connection with Class Notice as set forth on Appendix 1 hereto; or (ii) any Future Excluded Persons.

7. Notwithstanding ¶¶ 5-6 above, nothing in the Judgment, or the Alternate Judgment, if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment, or Alternate Judgment, if applicable.

THE SETTLEMENT CONSIDERATION

8. In consideration of the full and complete settlement of the Released Plaintiff's Claims against Defendants and the other Defendants' Releasees, Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account no later than thirty (30) calendar days after preliminary approval of the Settlement. Class Counsel will provide Defendants' Counsel with all information necessary to effectuate a transfer of funds to the Escrow Account, including: (1) wiring instructions on Class Counsel's firm's or bank letterhead that include the bank name and ABA routing number, account name and number, and (2) a signed Form W-9 reflecting a valid taxpayer identification number for the qualified settlement fund in which the Settlement Amount is to be deposited. Defendants shall have no obligation to pay any additional amounts beyond the Settlement Amount other than to pay for the costs of issuing and administering the CAFA notice, as provided in ¶ 20 below.

USE OF SETTLEMENT FUND

9. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any reasonable Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees awarded by the Court; and (e) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 18-30 below.

10. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. At the written direction of Class Counsel, the Escrow Account shall invest any funds in the Escrow Account exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a United States Treasury Fund or bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”), or (b) secured by instruments backed by the full faith and credit of the United States Government. The Escrow Agent shall reinvest the proceeds of these instruments or accounts as they mature in similar instruments or accounts at their then-current market rates. Defendants and any other Defendants’ Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

11. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Class Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Class Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Defendants’ Releasees shall not have any liability, obligation, or responsibility

for any such Taxes or the payment of such Taxes. Upon written request, Defendants will provide to Class Counsel the statement described in Treasury Regulation § 1.468B-3(e). Class Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Class Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendants’ Releasees shall have no responsibility or liability for the acts or omissions of Class Counsel, its agents, or anyone else with respect to the payment of Taxes, as described herein.

13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, other Defendants’ Releasee, or any other person or entity who or which paid any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Claims submitted, the collective amount of Recognized Claims of Authorized Claimants (as defined in the Plan of Allocation), the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

14. Prior to the Effective Date of the Settlement, Class Counsel may pay from the Escrow Account, without further approval from Defendants or further order of the Court, all reasonable Notice and Administration Costs actually incurred and paid or payable, up to seven hundred and fifty thousand dollars (\$750,000). Additional reasonable Notice and Administration Costs may be paid prior to the Effective Date of the Settlement upon order of the Court. After the Effective Date of the Settlement, Class Counsel may pay from the Escrow Account, without further approval from Defendants or further order of the Court, all reasonable Notice and Administration Costs actually incurred and paid or payable. Notice and Administration Costs shall include, without limitation, the actual costs of printing and mailing the Postcard Notice, Settlement Notice, and Claim Form, developing and updating the Website and posting the Settlement Notice and Claim Form, publishing the Summary Settlement Notice, reimbursements to nominee owners for searching and providing the names/addresses of Class Members for noticing or forwarding the Postcard Notice, Settlement Notice, and Claim Form directly to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and administering the Settlement (including processing the submitted Claims), and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all reasonable Notice and Administration Costs paid or incurred shall not be returned or repaid to Defendants, any of the other Defendants' Releasees, or any other person or entity who or which paid any portion of the Settlement Amount.

ATTORNEYS' FEES AND LITIGATION EXPENSES

15. Class Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiff's Counsel to be paid solely from (and out of) the Settlement Fund. Class Counsel will also apply to the Court for payment of Litigation Expenses, which may include a request for

reimbursement of Class Representative's costs and expenses directly related to its representation of the Class, to be paid solely from (and out of) the Settlement Fund. Class Counsel's application for attorneys' fees and/or Litigation Expenses is not the subject of any agreement between Defendants and Class Representatives other than what is set forth in this Stipulation.

16. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Plaintiff's Counsel within five (5) business days of the award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiff's Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiff's Counsel shall make the appropriate refund or repayment in full no later than (i) thirty (30) calendar days after Plaintiff's Counsel's receipt from the Court of notice of any order that reduces or reverses any award of attorneys' fees and/or Litigation Expenses, or (ii) fourteen (14) calendar days after receipt of appropriate payment instructions for the return of such funds, whichever is later. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Class Representative nor Plaintiff's Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses. Plaintiff's Counsel's fee and expense application shall be treated by the Court separately from the fairness, reasonableness, and adequacy of this Stipulation and the associated Settlement. An award of attorneys' fees and/or Litigation

Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein.

17. Defendants and other Defendants' Releasees shall have no responsibility for or liability whatsoever with respect to any payment to Plaintiff's Counsel from the Settlement Fund and/or the allocation of an award of attorneys' fees or Litigation Expenses among Plaintiff's Counsel. The attorneys' fees and Litigation Expenses that are awarded to Plaintiff's Counsel shall be payable solely from the Escrow Account. No Defendant or other Defendants' Releasees shall have responsibility for payment of such fees or expenses beyond the obligation of Defendants to cause the Settlement Amount to be funded.

NOTICE AND SETTLEMENT ADMINISTRATION

18. As part of the Preliminary Approval Order, Class Counsel shall seek reappointment of JND Legal Administration ("JND") as the Claims Administrator. JND was previously approved by the Court to serve as the administrator in connection with the dissemination of Class Notice. ECF No. 199. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing, and approving or denying Claims, under Class Counsel's supervision and subject to the jurisdiction of the Court. None of the Defendants, nor any of the other Defendants' Releasees, shall have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Class Representative, any other Class Members, or Class Counsel in connection with the foregoing. Defendants and Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms

19. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Class Counsel shall cause the Claims Administrator to mail and/or email the Postcard Notice to those Class Members as may be identified through reasonable effort, including those previously identified in connection with Class Notice. Class Counsel shall also cause the Claims Administrator to post the Settlement Notice and Claim Form on the Website and cause the Claims Administrator to have the Summary Settlement Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

20. No later than ten (10) calendar days following the filing of this Stipulation with the Court, Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715, *et seq.* (“CAFA”). Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice. No later than seven (7) days before the Settlement Hearing, Defendants shall cause to be served on Class Counsel and filed with the Court proof of Defendants’ compliance with the notice requirements of CAFA.

21. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim compared to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation set forth in the Settlement Notice attached hereto as Exhibit 2 to Exhibit A, or in such other plan of allocation as the Court approves).

22. The Plan of Allocation proposed in the Settlement Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. It is understood and agreed by the Parties that the Plan of Allocation is not a part of the Stipulation and is to be

considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding by the Court or any appellate court relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect or delay the finality of the Judgment or the Settlement. Class Representative and Class Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. No Defendant, nor any other Defendants' Releasees, shall have any involvement with or liability, obligation, or responsibility whatsoever for the application of the Court-approved plan of allocation.

23. Any Class Member who does not submit a valid Claim will not be entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or the Alternate Judgment, if applicable, to be entered in the Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Defendants and other Defendants' Releasees with respect to the Released Plaintiff's Claims in the event that the Effective Date occurs with respect to the Settlement.

24. Class Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Defendant, nor any other Defendants' Releasees shall be permitted to review, contest, or object to any Claim, or any decision of the Claims Administrator or Class Counsel with respect to accepting or rejecting any Claim for payment. Class Counsel shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any Claims submitted in the interests of achieving substantial justice.

25. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

- (a) Each Claimant shall be required to submit a Claim in paper form, substantially in the form attached hereto as Exhibit 3 to Exhibit A, or in electronic form, in accordance with the instructions for the submission of such Claims, and supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Class Counsel, in their discretion, may deem acceptable;
- (b) All Claims must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the notices. Any Class Member who fails to submit a Claim by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court providing that such Class Member's Claim is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Defendants or other Defendants' Releasees with respect to any Released Plaintiff's Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

(c) Each Claim shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the plan of allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claims that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, or a lesser time period if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

26. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided, however, that such investigation and

discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claims.

27. Class Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any unpaid administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

28. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Claimants. All Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, to be entered in this Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Defendants and other Defendants' Releasees with respect to any and all of the Released Plaintiff's Claims.

29. No person or entity shall have any claim against Class Representative, Plaintiff's Counsel, the Claims Administrator, or any other agent designated by Class Counsel, or Defendants or other Defendants' Releasees and/or their respective counsel, arising from distributions made substantially in accordance with this Stipulation, the plan of allocation approved by the Court, or any order of the Court. Class Representative and Defendants, and their respective counsel, and Class Representative's damages expert and all other Releasees shall have no liability whatsoever

for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

30. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. All Class Members, other Claimants, and parties to the Settlement expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

TERMS OF THE JUDGMENT

31. If the Settlement contemplated by this Stipulation is approved by the Court, Class Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

**CONDITIONS OF SETTLEMENT AND EFFECT OF
DISAPPROVAL, CANCELLATION, OR TERMINATION**

32. The Effective Date of the Settlement shall be deemed to occur on the first business day on which all of the following have occurred or been waived:

- (a) the Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2 above;
- (b) the Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 8 above;

- (c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;
- (d) Class Representative has not exercised its option to terminate the Settlement pursuant to the provisions of this Stipulation; and
- (e) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment, or the Court has entered an Alternate Judgment and none of the Parties seeks to terminate the Settlement; and
- (f) the Judgment or Alternate Judgment has become Final.

33. Upon the occurrence of all of the events referenced in ¶ 32 above, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

34. If (i) Defendants exercise their right to terminate the Settlement as provided in this Stipulation; (ii) Class Representative exercises its right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

- (a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;
- (b) Class Representative and Defendants shall revert to their respective positions in the Action as of September 25, 2025;
- (c) Neither Class Representative nor Defendants will use or rely on any statement, document, admission, or agreement concerning the Settlement and/or settlement discussions in the Action;

(d) The terms and provisions of this Stipulation, with the exception of this ¶ 34 and ¶¶ 14, 16, 38, and 59 shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment, or Alternate Judgment, if applicable, or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(e) Within three (3) business days after joint written notification of termination is sent by Defendants' Counsel and Class Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds received by Class Counsel consistent with ¶ 16 above), less any reasonable Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants (or such other persons or entities as Defendants may direct). In the event that the funds received by Class Counsel consistent with ¶ 16 above have not been refunded to the Settlement Fund within the three (3) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendants (or such other persons or entities as Defendants may direct) immediately upon their deposit into the Escrow Account consistent with ¶ 16 above.

35. It is further stipulated and agreed that Class Representative and Defendants shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to the other Parties to this Stipulation within thirty (30) days of: (a) the Court's final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court's final refusal to approve the Settlement or any material part thereof; (c) the Court's final refusal to enter the Judgment in any material respect as to the Settlement; (d) the date

upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Third Circuit or the Supreme Court of the United States; or (e) the date upon which an Alternate Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Third Circuit or the Supreme Court of the United States, and the provisions of ¶ 34 above shall apply. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys' fees or Litigation Expenses or with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of any Judgment or Alternate Judgment, if applicable, and shall not be grounds for termination of the Settlement.

36. In addition to the grounds set forth in ¶ 35 above, and only in the event that the Court provides a second opportunity for Class Members to request exclusion from the Class in connection with the Settlement, Defendants, provided they unanimously agree, shall have the right to terminate the Settlement in the event that Future Excluded Persons meet the condition in the Parties' confidential supplemental agreement ("Supplemental Agreement"), in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Settlement Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court otherwise directs or a dispute arises between the Parties concerning its interpretation or application, in which event the Parties shall submit the Supplemental Agreement to the Court *in camera* and request that the Court afford it confidential treatment. Notwithstanding the foregoing, in the event that the Court requires disclosure to the Class of the Supplemental Agreement in whole or in part, the Parties will comply and will not void the Settlement on that basis. In the event that the Court does not provide for a

second opportunity for Class Members to exclude themselves from the Class in connection with the Settlement, Defendants will have no right to terminate the Settlement pursuant to this paragraph.

37. Class Representative shall also have the option to terminate the Settlement in the event that the Settlement Amount has not been paid as provided for in ¶ 8 above, by providing written notice of the election to terminate to Defendants' Counsel. This remedy is not exclusive; Class Representative also has the option to enforce the terms of the Settlement, including Defendants' obligations under ¶ 8.

NO ADMISSION OF WRONGDOING

38. Neither this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the Parties' mediations and subsequent Settlement, the communications and/or discussions leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to the truth of any fact alleged by Class Representative or the validity or infirmity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees, or in any way referred to for any other reason as against any of the Defendants' Releasees, in any arbitration proceeding or other civil,

criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Plaintiff's Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiff's Releasees that any of their claims are without merit, that any of the Defendants or the other Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount, or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiff's Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

provided, however, that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

MISCELLANEOUS PROVISIONS

39. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

40. Defendants warrant that, as to the payments made or to be made on behalf of them, at the time of entering into this Stipulation and at the time of such payment they, or to the best of their knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

41. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund within ten (10) business days by others, then, at the election of Class Representative, Class Representative and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment or Alternate Judgment, if applicable, entered in favor of Defendants and the other Releasees pursuant to this Stipulation, in which event the Releases and Judgment, or Alternate Judgment, if applicable, shall be null and void, and the Parties shall be restored to their respective positions in the Action as provided in ¶ 34 above and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any reasonable Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in ¶ 34 above.

42. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Class Representative and any other Class Members against Defendants and the other Defendants' Releasees with respect to the

Released Plaintiff's Claims. Class Representative and Defendants agree that each has complied fully with the requirements of Rule 11 of the Federal Rules of Civil Procedure, and the proposed Judgment will contain a statement to reflect this compliance. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, including through a mediation process supervised and conducted by Judge Phillips and Mr. Murphy, and reflect that the Settlement was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

43. Any of Defendants and the other Defendants' Releasees may file this Stipulation and/or the Judgment from this Action in any other action brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim available at law or in equity.

44. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived, except by a writing signed on behalf of both Class Representative and Defendants (or their successors-in-interest).

45. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

46. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiff's Counsel and enforcing the terms of this Stipulation, including the Plan of Allocation (or

such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Class Members.

47. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

48. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among Class Representative and Defendants concerning the Settlement. All Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation, its exhibits or the Supplemental Agreement other than those contained and memorialized in such documents.

49. This Stipulation and the Supplemental Agreement may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

50. This Stipulation and the Supplemental Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

51. The construction, interpretation, operation, effect, and validity of this Stipulation, the Supplemental Agreement, and all documents necessary to effectuate the Settlement shall be governed by the law of the State of New Jersey without regard to any principles of conflicts of laws, except to the extent that federal law requires that federal law govern.

52. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

53. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

54. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms. Class Counsel is also expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Class which Class Counsel deems appropriate.

55. Class Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

56. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

57. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Class Representative or Class Counsel:

KESSLER TOPAZ MELTZER & CHECK, LLP
Attn: Matthew L. Mustokoff
Andrew L. Zivitz
Jamie M. McCall
Margaret E. Mazzeo
Nathan A. Hasiuk
280 King of Prussia Road
Radnor, PA 19087
Telephone: (610) 667-7706
Email: mmustokoff@ktmc.com
azivitz@ktmc.com
jmccall@ktmc.com
mmazzeo@ktmc.com
nhasiuk@ktmc.com

If to Defendants or Defendants' Counsel:

LATHAM & WATKINS LLP
Kevin M. McDonough
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Email: kevin.mcdonough@lw.com

-and-

LATHAM & WATKINS LLP
Andrew Clubok
Susan E. Engel
555 Eleventh Street, NW Suite 1000
Washington, DC 20004-1304
Telephone: (202) 637-2200
Email: andrew.clubok@lw.com
susan.engel@lw.com

58. Except as otherwise provided herein, each Party shall bear its own costs.
59. Whether or not the Stipulation is approved by the Court and whether or not this Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,

documents signed, and proceedings in connection with the Stipulation confidential, except where disclosure may be required by law.

60. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive the Settlement. For the avoidance of doubt, this provision includes the obligation of each Party to return or destroy all documents or electronic data in its or its representatives' possession that the opposing Party produced to it in this Action in accordance with the Stipulation and Order Governing Electronic Discovery (ECF No. 102). The Parties reserve all rights, and release none in this Stipulation, regarding any subsequent disclosure of their protected information by the opposing Party or its representatives.

61. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of November 4, 2025.

**KESSLER TOPAZ MELTZER
& CHECK, LLP**



Matthew L. Mustokoff
Andrew L. Zivitz
Jamie M. McCall
Margaret E. Mazzeo
Nathan A. Hasiuk
280 King of Prussia Road
Radnor, PA 19087
Telephone: (610) 667-7706
Facsimile: (610) 667-7056
Email: mmustokoff@ktmc.com
jmccall@ktmc.com
mmazzeo@ktmc.com
nhasiuk@ktmc.com

Class Counsel and Lead Counsel for Class Representative

**CARELLA, BYRNE, CECCHI,
BRODY & AGNELLO P.C.**
James E. Cecchi
Donald A. Ecklund
5 Becker Farm Road
Roseland, NJ 07068
Telephone: (973) 994-1700
Facsimile: (973) 994-1744
Email: jcecchi@carellabyrne.com
decklund@carellabyrne.com

SEAGER WEISS LLP
Christopher A. Seeger
55 Challenger Road, 6th Floor
Ridgefield Park, NJ 07660
Telephone: (973) 639-9100
Facsimile: (973) 679-8656
Email: cseeger@seegerweiss.com

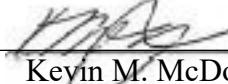
Liaison Counsel for Class Representative and the Class

**BERNSTEIN LITOWITZ BERGER &
GROSSMANN LLP**

Salvatore J. Graziano
Adam H. Wierzbowski
Robert F. Kravetz
Aasiya Mirza Glover
Alexander Noble
1251 Avenue of the Americas
New York, NY 10020
Telephone: (212) 554-1400
Facsimile: (212) 554-1448
Email: Salvatore@blbglaw.com
Adam@blbglaw.com
Robert.Kravetz@blbglaw.com
Aasiya.Glover@blbglaw.com
Alexander.Noble@blbglaw.com

Additional Counsel for the Class

LATHAM & WATKINS LLP



Kevin M. McDonough
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Email: kevin.mcdonough@lw.com

Andrew Clubok
Susan E. Engel
555 Eleventh Street, NW Suite 1000
Washington, DC 20004-1304
Telephone: (202) 637-2200
Email: andrew.clubok@lw.com
susan.engel@lw.com

Michele D. Johnson
650 Town Center Drive 20th Floor
Costa Mesa, CA 92626-1925
Telephone: (714) 540-1235
Email: michele.johnson@lw.com

JONES DAY

Nina Yadava
Rajeev Muttreja
Sarah D. Efronson
250 Vesey Street
New York, NY 10281
Telephone: (212) 326-3690
Email: nyadava@jonesday.com
rmuttreja@jonesday.com
sefronson@jonesday.com

GIBBONS P.C.

Lawrence S. Lustberg
Kate E. Janukowicz
One Gateway Center
Newark, NJ 07102-5310
Telephone: (973) 596-4500
Email: llustberg@gibbonslaw.com
kjanukowicz@gibbonslaw.com

Counsel for Defendants

#3794683

APPENDIX 1

EXCLUSION REQUESTS

1. Jeannette Mondou Voisins le Bretonneux France	11. Michele A. Braatz San Deigo, CA
2. Nicholas E. Smaby & Sofie Grace Boyer Michigan	12. Wim Bosch & Nancy Bosch Avilla, IN
3. Leonard DeStefano & Eileen DeStefano Drexel Hill, PA	13. Lois J. Hopf Jasper, IN
4. Aline H. Rolaff Revocable Trust UAD 11/30/1995 First Hawaiian Bank (Trustee) Honolulu, HI	14. Kencarolla Self-Managed Superannuation Fund Kenneth William Berndt & Carol-Ann Berndt (Trustees) Queensland Australia
5. Maryanne T. Harris Mashpee, MA	15. Entreprises Fiscali Taxe R.L. Inc. C/O Robert Gagnon Quebec Canada
6. Jeffrey A. Hays Edmond, OK	16. Nordea Bank S.A. (in liquidation) C/O KPMG Luxembourg S.A. Luxembourg City Luxembourg
7. Margaret L. Rodeghero TTEE Margaret L. Rodeghero Trust UA DTD 07112019 Richmond, IN	17. Deborah Jane Novakowski Parrish, FL
8. Makio Hayakawa Tokyo Japan	18. William L. Chan Dunellen, NJ
9. Edna R. Shuey Edna R. Shuey TTEE U/A DTD 01/19/2005 Las Vegas, NV	19. Carol Susan Petrick Dubuque, IA
10. Edwin J. Allen North Chili, NY	20. Ruby G. Theilmann British Columbia, Canada
	21. Arturo McKeon & Graciela Enriqueta Fallo Buenos Aires Argentina

EXCLUSION REQUESTS

22.	Schwab Capital Trust on behalf of its series Schwab Total Stock Market Index Fund, Schwab Health Care Fund, Schwab Dividend Equity Fund, Schwab Large-Cap Growth Fund, Schwab S&P 500 Index Fund, Schwab Core Equity Fund, Schwab Hedged Equity Fund, Schwab U.S. Large-Cap Growth Index Fund, and Schwab Fundamental US Large Company Index Fund; Schwab Strategic Trust on behalf of its series Schwab Fundamental U.S. Large Company Index ETF, Schwab Fundamental U.S. Broad Market Index ETF, Schwab U.S. Broad Market ETF, Schwab U.S. Large-Cap ETF, Schwab U.S. Large-Cap Growth ETF, and Schwab 1000 Index ETF; Schwab Annuity Portfolios on behalf of its series Schwab S&P 500 Index Portfolio; and Laudus Trust on behalf of its series Landus U.S. Large Cap Growth Fund C/O Daniel L. Berger Grant & Eisenhofer P.A. Kansas City, MO	25.	Thomas S. Ogata & Jean H. Ogata (Trustees) JWM Revocable Living Trust Plano, TX
23.	California Public Employees' Retirement System C/O Daniel L. Berger Grant & Eisenhofer P.A. Sacramento, CA	26.	DFA Investment Dimensions Group Inc. ("DFAIDG"), on behalf of its series, U.S. Core Equity 1 Portfolio, U.S. Core Equity 2 Portfolio, U.S. Sustainability Core 1 Portfolio, U.S. Large Cap Equity Portfolio, U.S. Large Cap Growth Portfolio, and U.S. High Relative Profitability Portfolio; Dimensional ETF Trust, on behalf of its series, Dimensional U.S. Equity ETF and Dimensional U.S. Core Equity 2 ETF; Dimensional Investment Group Inc. ("DIG"), on behalf of its series, U.S. Large Company Portfolio; Dimensional Funds pic, on behalf of its sub-funds Global Core Equity Fund, Global Sustainability Core Equity Fund, World Equity Fund, and U.S. Core Equity Fund; Dimensional Global Core Equity Trust and Dimensional Global Sustainability Trust (the "Dimensional Australian Trusts"), by DFA Australia Limited ("DFA Australia") solely in its capacity as single responsible entity; and DFA U.S. Core Equity Fund, by Dimensional Fund Advisors Canada ULC ("DFAC") solely in its capacity as Trustee C/O Daniel L. Berger Grant & Eisenhofer P.A. Austin, TX
24.	GIC Private Limited Singapore C/O Daniel L. Berger Grant & Eisenhofer P.A.		

EXCLUSION REQUESTS

27. American Century Mutual Funds, Inc., solely on behalf of its series Select Fund, Ultra Fund, Growth Fund (solely as successor-in-interest to All Cap Growth Fund, a series of American Century Mutual Funds, Inc.), Balanced Fund, and Sustainable Equity Fund; American Century Variable Portfolios, Inc., solely on behalf of its series VP Balanced Fund, VP Disciplined Core Value Fund, VP Ultra Fund, and VP Large Company Value Fund; American Century Capital Portfolios, Inc., solely on behalf of its series Value Fund (solely as successor-in-interest to Capital Value Fund, a series of American Century Mutual Funds, Inc.), NT Focused Large Cap Value Fund, and Focused Large Cap Value Fund; American Century Strategic Asset Allocations, Inc., solely on behalf of its series Strategic Allocation: Conservative Fund, Strategic Allocation: Moderate Fund, and Strategic Allocation: Aggressive Fund; American Century Growth Funds, Inc., solely on behalf of its series Focused Dynamic Growth Fund; Nomura Funds Ireland pic, solely on behalf of its sub-funds American Century Global Growth Equity Fund and American Century Concentrated Global Growth Equity Fund;	28. Kensuke Koda Tokyo Japan 29. John Peter Welch New South Wales Australia 30. Roger James Calvert Heale Christchurch New Zealand
---	--

EXCLUSION REQUESTS

Nomura Institutional Fund Select, solely on behalf of its sub-fund Nomura Institutional Fund Select – American Century Global Growth Fund; Nomura Currency Fund, solely on behalf of its sub-fund Nomura Currency Fund - US Growth Equity Fund; and American Century Quantitative Equity Funds, Inc., solely on behalf of its series AC Alternatives Equity Market Neutral Fund, Disciplined Growth Fund, NT Equity Growth Fund, NT Core Equity Plus Fund, NT Disciplined Growth Fund, Equity Growth Fund, Core Equity Plus Fund, and Disciplined Core Value Fund
C/O Daniel L. Berger
Grant & Eisenhofer P.A.
Kansas City, MO