

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

	X
CHESTER COUNTY EMPLOYEES	:
RETIREMENT FUND, Individually and on	: Index No. 655272/2019
Behalf of All Others Similarly Situated,	:
	: <u>CLASS ACTION</u>
	:
Plaintiff,	: The Honorable Robert R. Reed
	:
vs.	: Part 43
	:
ALNYLAM PHARMACEUTICALS, INC.,	: STIPULATION OF SETTLEMENT
JOHN M. MARAGANORE, MICHAEL P.	:
MASON, DENNIS A. AUSIELLO,	:
MICHAEL W. BONNEY, JOHN K.	:
CLARKE, MARSHA H. FANUCCI, STEVEN	:
M. PAUL, DAVID E.I. PYOTT, PAUL R.	:
SCHIMMEL, AMY W. SCHULMAN,	:
PHILLIP A. SHARP, KEVIN P. STARR,	:
GOLDMAN SACHS & CO. LLC, J.P.	:
MORGAN SECURITIES LLC, BARCLAYS	:
CAPITAL INC., CREDIT SUISSE	:
SECURITIES (USA) LLC, PIPER JAFFRAY	:
& CO., JMP SECURITIES LLC, NEEDHAM	:
& COMPANY, LLC, CHARDAN CAPITAL	:
MARKETS, LLC and B. RILEY FBR, INC.	:
n/k/a B. RILEY SECURITIES, INC.,	:
	:
Defendants.	:

X

This Stipulation of Settlement (the “Stipulation”) in the action captioned *Chester County Employees Retirement Fund v. Alnylam Pharmaceuticals, Inc., et al.*, Index No. 655272/2019 (the “Action”), pending before the Honorable Robert R. Reed of the Supreme Court of the State of New York, County of New York: Commercial Division (the “Court”), is entered into by and between Plaintiff Chester County Employees Retirement Fund (“Plaintiff”), on behalf of itself and the Settlement Class (as defined below), and Defendants Alnylam Pharmaceuticals, Inc. (“Alnylam” or the “Company,” as further defined below), John M. Maraganore, Michael P. Mason, Dennis A. Ausiello, Michael W. Bonney, John K. Clarke, Marsha H. Fanucci, Steven M. Paul, David E.I. Pyott, Paul R. Schimmel, Amy W. Schulman, Phillip A. Sharp and Kevin P. Starr (the “Individual Defendants,” and collectively with Alnylam, the “Alnylam Defendants”), and the underwriters of the Company’s November 14, 2017 secondary public offering (the “Offering”), specifically Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Barclays Capital Inc., Credit Suisse Securities (USA) LLC, Needham & Company, LLC, Piper Jaffray & Co. (n/k/a Piper Sandler & Co.), JMP Securities LLC, Chardan Capital Markets, LLC, and B. Riley FBR, Inc. n/k/a B. Riley Securities, Inc. (the “Underwriter Defendants”) (all, collectively, “Defendants”), by their respective counsel. The Stipulation is intended by Plaintiff and Defendants (collectively, the “Parties”) to fully, finally, and forever resolve, discharge, release and settle the Released Claims, as defined below, upon and subject to the terms and conditions hereof, and is submitted pursuant to CPLR §§901, 902, and 908 for approval by this Court.

I. SUMMARY OF CLAIMS AND PROCEDURAL HISTORY

This is a securities action against Defendants for claims under §§11, 12(a)(2) and 15 of the Securities Act of 1933, as amended (the “Securities Act”). It is a putative class action brought on behalf of all persons who purchased or otherwise acquired Alnylam common stock pursuant or traceable to the Registration Statement (as defined below) issued in connection with the Offering.

Plaintiff claims that Defendants violated the Securities Act by reason of material misrepresentations and omissions in the Registration Statement for the Offering, that it included untrue material statements, and omitted to disclose material information that was required to be disclosed. Specifically, Plaintiff alleges that at the time of the Offering, the APOLLO Study did not generate any efficacy data to support the treatment of cardiomyopathy by patisiran, the most important and material drug to Alnylam as of the Offering.

The initial complaint was filed in this Court by Plaintiff on September 12, 2019 (NYSCEF No. 1). On November 7, 2019, Plaintiff filed its Amended Complaint for Violations of the Federal Securities Laws (NYSCEF No. 11). On December 20, 2019, Defendants moved to dismiss the Action (NYSCEF No. 27). On February 3, 2020, Plaintiff filed its opposition (NYSCEF No. 39), and on March 4, 2020, Defendants filed their reply (NYSCEF No. 43). Following oral argument on June 3, 2020 (NYSCEF No. 50), on October 30, 2020, the Honorable O. Peter Sherwood denied Defendants' motion to dismiss (NYSCEF No. 51).

Defendants appealed Justice Sherwood's denial of their motion to dismiss (NYSCEF No. 54). Following briefing by the Parties and oral argument, on April 29, 2021, the First Department issued its Order modifying in part,¹ and otherwise affirming the denial of Defendants' motion to dismiss (NYSCEF No. 106).

Once the case entered discovery, among other things, the Parties: (i) served their document demands for production; and (ii) objected and responded to each other's document demands. Additionally: (i) Defendants have produced hard-copy documents and centrally-stored files and have produced some electronically-stored documents; (ii) Plaintiff has substantially completed its

¹ *Chester Cnty. Emps. Ret. Fund v. Alnylam Pharms., Inc.*, 193 A.D. 3d 638 (1st Dep't 2021). The First Department dismissed Plaintiff's Section 12(a)(2) claim against the Individual Defendants, but otherwise maintained the Section 12(a)(2) claim. *Id.* at 639.

document production to Defendants; and (iii) a representative of Plaintiff has been deposed. To-date, Defendants have produced more than 18,000 documents, with Alnylam producing more than 708,000 pages of documents.

On February 22, 2021, Plaintiff filed its motion for class certification (NYSCEF No. 68). Defendants filed their opposition to Plaintiff's motion on April 2, 2021 (NYSCEF No. 81), and Plaintiff filed its reply on April 16, 2021 (NYSCEF No. 105). During that time, Justice Sherwood retired and this Action was reassigned to Justice Reed. The motion for class certification is fully briefed but has not been argued.

On June 1, 2021, Defendants filed a motion for reargument before the First Department, or, in the alternative, for leave to appeal to the Court of Appeals. On June 14, 2021, Biotechnology Innovation Organization ("BIO"), a trade association, filed an *amicus* brief in support of this motion. On August 30, 2021, Plaintiff filed its opposition to Defendants' motion for reargument, which also responded to BIO's *amicus* brief. In light of the Settlement, Defendants requested and received an extension of their deadline to file a reply in support of their reargument motion, which otherwise would have been due on September 10, 2021.

Following the completion of class certification briefing and the First Department's ruling, the Parties agreed to explore a resolution of the Action and engaged the services of Robert A. Meyer, Esq., of JAMS, a nationally recognized mediator experienced in complex shareholder litigation. In connection with the mediation, each side provided to Mr. Meyer and exchanged with each other submissions setting forth their respective positions on the issues of liability, causation, and damages. On August 9, 2021, the Parties attended an all-day remote mediation with Mr. Meyer. Although the result of the mediation was inconclusive, the Parties continued to work with Mr. Meyer following the mediation and on August 31, 2021, reached an agreement in principle to settle the Action on the terms set forth herein, subject to the negotiation of a Stipulation of Settlement and approval by the

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

II. PLAINTIFF'S INVESTIGATION AND THE BENEFITS OF SETTLEMENT

Plaintiff's Counsel represents that it has conducted an extensive investigation of the claims and the underlying events and transactions alleged in this Action. Among other things, Plaintiff's Counsel has analyzed public filings, records, documents, and other materials concerning Defendants and third parties, and has researched the applicable law with respect to the claims of Plaintiff and the Settlement Class against Defendants and the potential defenses thereto.

Based on their investigation and review, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, adequate, and are in the best interests of the Settlement Class, and have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (a) the benefits that Plaintiff and the Settlement Class will receive from settlement of the Action; (b) the risks, costs, and uncertainties of ongoing litigation; (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation; and (d) Plaintiff's Counsel's experience in the prosecution of similar actions.

The Parties to this Stipulation and their counsel agree not to contend in any forum that the Action was brought or defended in bad faith, without a reasonable basis, or in violation of 22 N.Y.C.R.R. §130-1 or any other similar law or statute. The Action is being voluntarily settled after advice of counsel and after Plaintiff's Counsel has determined and believes that the terms of the Settlement are fair, adequate, and reasonable to the Settlement Class.

III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny that they committed any act or omission giving rise to any liability and/or violation of law. Without limiting the generality of the foregoing in any way, Defendants have denied and continue to deny, among other things, that any misstatements or materially misleading omissions were made in the Registration Statement issued for the Offering or that Plaintiff or the Settlement Class have suffered any damages. Neither this Stipulation nor any of its terms shall constitute an admission or finding of wrongful conduct, acts or omissions. Defendants do not admit any liability or wrongdoing in connection with the allegations set forth in the Action, or any facts related thereto.

Defendants are entering into this Settlement to eliminate the distraction, burden and expense of further litigation. Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like the Action. Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation.

This Stipulation or any of the terms of the settlement of the Action shall in no event be construed or deemed to be evidence of, evidence supporting or an admission or concession on the part of any Defendant with respect to, any claim or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have asserted.

IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT

NOW THEREFORE, without any admission or concession on the part of Plaintiff of any lack of merit of the Action whatsoever, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses whatsoever by Defendants, it is hereby STIPULATED AND AGREED, by and among the Parties to this Stipulation, through their undersigned attorneys, subject to approval by the Court, in consideration of the benefits flowing to the Parties hereto from

the Settlement, that all Released Claims (as defined below) as against the Released Parties (as defined below) and all Released Defendants' Claims (as defined below) shall be compromised, settled, released, and discharged, and the Action shall be dismissed with prejudice, upon and subject to the following terms and conditions:

1. Certain Definitions

As used in this Stipulation, the following terms shall have the following meanings:

1.1 "Action" means *Chester County Employees Retirement Fund v. Alnylam Pharmaceuticals, Inc., et al.*, Index No. 655272/2019, pending before the Honorable Robert R. Reed in the Supreme Court of the State of New York, County of New York: Commercial Division.

1.2 "Authorized Claimant" means a Settlement Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.

1.3 "Claims Administrator" means Analytics Consulting, LLC or such other entity as the Court shall appoint to administer the Settlement.

1.4 "Company" or "Alnylam" means Alnylam Pharmaceuticals, Inc. and its predecessors, successors, parents, subsidiaries, divisions or affiliates.

1.5 "Court" means the Supreme Court of the State of New York, County of New York: Commercial Division.

1.6 "Defendants" means Alnylam Pharmaceuticals, Inc., John M. Maraganore, Michael P. Mason, Dennis A. Ausiello, Michael W. Bonney, John K. Clarke, Marsha H. Fanucci, Steven M. Paul, David E.I. Pyott, Paul R. Schimmel, Amy W. Schulman, Phillip A. Sharp, Kevin P. Starr, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Barclays Capital Inc., Credit Suisse Securities (USA) LLC, Needham & Company, LLC, Piper Jaffray & Co. (n/k/a Piper Sandler & Co.), JMP Securities LLC, Chardan Capital Markets, LLC, and B. Riley FBR, Inc. n/k/a B. Riley Securities, Inc.

1.7 “Defendants’ Counsel” means the law firms of Skadden, Arps, Slate, Meagher & Flom LLP and Shearman & Sterling LLP.

1.8 “Effective Date of Settlement” or “Effective Date” means the date upon which all of the events and conditions set forth in ¶10.1 below have been met and have occurred.

1.9 “Escrow Account” means an interest-bearing escrow account established by the Escrow Agent to receive the Settlement Amount.

1.10 “Escrow Agent” means Robbins Geller Rudman & Dowd LLP or its successor(s).

1.11 “Fairness Hearing” means the hearing scheduled by the Court to determine whether (i) the Settlement is fair, reasonable, and adequate, (ii) the Plan of Allocation is fair, reasonable, and adequate, and (iii) Plaintiff’s Counsel’s request for an award of attorneys’ fees and expenses, including any award to Plaintiff, is reasonable.

1.12 “Fee and Expense Award” means any attorneys’ fees and expenses awarded by the Court as described in ¶5.1.

1.13 “Final” with respect to the Judgment (defined below) means: (i) if no appeal is filed, the expiration date of the time provided for filing or petitioning for any appeal, or (ii) if there is an appeal from the Judgment, the date of (a) final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the Judgment, or (b) the date the Judgment is finally affirmed on appeal, and (i) the expiration of the time to file a petition for writ of certiorari or other form of review, (ii) the denial of a writ of certiorari or other form of review of the Judgment, or (iii) if certiorari or other form of review is granted, the date of final affirmance of the Judgment 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 (as submitted or subsequently modified) shall not in any way delay or preclude the Judgment from becoming Final.

1.14 “Investment Vehicle” means any investment company, separately managed account or pooled investment fund, including, but not limited to: (i) mutual fund families, exchange-traded funds, fund of funds and hedge funds in which Defendants, or any of them, have, has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but in which any Defendant alone or together with its, his or her respective affiliates is not a majority owner or does not hold a majority beneficial interest; and (ii) employee benefit plans.

1.15 “Judgment” means the proposed judgment to be entered approving the Settlement, substantially in the form attached hereto as Exhibit B.

1.16 “Net Settlement Fund” means the Settlement Fund less: (i) Court awarded attorneys’ fee and litigation expenses; (ii) notice and administration expenses; (iii) any required Taxes; and (iv) any other fees or expenses approved by the Court.

1.17 “Notice” means the Notice of Pendency and Proposed Settlement of Class Action, which is to be sent to members of the Settlement Class, substantially in the form attached hereto as Exhibit A-1.

1.18 “Notice Order” means the proposed order preliminarily approving the Settlement and directing notice thereof to the Settlement Class, substantially in the form attached hereto as Exhibit A.

1.19 “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, limited liability company or corporation, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

1.20 “Plaintiff” means Chester County Employees Retirement Fund.

1.21 “Plaintiff’s Counsel” means the law firm of Robbins Geller Rudman & Dowd LLP.

1.22 “Plan of Allocation” means the plan described in the Notice or any alternate plan approved by the Court whereby the Net Settlement Fund (as defined above in ¶1.16) shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and the Released Parties shall have no responsibility therefore or liability with respect thereto.

1.23 “Proof of Claim” means the Proof of Claim and Release, substantially in the form attached hereto as Exhibit A-2.

1.24 “Registration Statement” means, collectively, any and all registration statements and prospectuses, whether preliminary, amended, or as effective, and documents as incorporated therein by reference, filed with the U.S. Securities and Exchange Commission that relate in any way, in whole or in part, to the Offering.

1.25 “Related Parties” means each of a Defendant’s past, present or future direct or indirect parents, subsidiaries, business units, divisions, affiliates or joint ventures, as well as each of their respective present or former directors, officers, employees, managers, servants, partners, limited partners, members, principals, trustees, advisors, auditors, accountants, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, executors, trustees, estates, administrators, related or affiliated entities, anyone acting or purporting to act for or on behalf of any of them or their successors, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant’s immediate family, any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family, and the legal representatives, heirs, successors in interest or assigns of the Defendants.

1.26 “Released Claims” means all claims, demands, losses, costs, interest, penalties, fees, attorneys’ fees, expenses, rights, causes of action, actions, duties, obligations, judgments, debts,

sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, including “Unknown Claims” as defined below, whether direct or indirect, representative, class, individual, asserted or unasserted, matured or unmatured, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, at law or equity, whether arising under federal, state, local, foreign, statutory, common or administrative, or any other law, statute, rule, or regulation, that both (a) arise out of, are based upon, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations or omissions involved, set forth, alleged or referred to, in this Action, or which could have been alleged in, referred to or made part of this Action, and (b) arise out of, are based upon, or relate in any way to the purchase or acquisition of Alnylam common stock pursuant or traceable to the Registration Statement issued in connection with the Offering. “Released Claims” also includes any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Action (including Unknown Claims), except claims to enforce any of the terms of this Stipulation.

1.27 “Released Defendants’ Claims” means all claims, including “Unknown Claims” as defined below, that any Released Party may have against Plaintiff, Settlement Class Members, or Plaintiff’s Counsel relating to the institution, prosecution or settlement of the Action (except for claims to enforce any of the terms of this Stipulation).

1.28 “Released Parties” means Defendants and each and all of their Related Parties.

1.29 “Settlement” means the settlement on the terms set forth in this Stipulation.

1.30 “Settlement Amount” means the sum of \$7,000,000 to be deposited into an Escrow Account pursuant to ¶3.

1.31 “Settlement Class” and “Settlement Class Members” means all persons who purchased or otherwise acquired Alnylam common stock pursuant or traceable to the Registration

Statement issued in connection with the Offering. For purposes of the Settlement only, the Settlement Class includes persons who purchased or otherwise acquired Alnylam common stock between November 14, 2017 and September 12, 2019, inclusive. Excluded from the Settlement Class are Defendants and their immediate families; the officers, directors and affiliates of Defendants during the Settlement Class Period and members of their immediate families; the legal representatives, heirs, successors, or assigns of any of the foregoing; and any entity in which any Defendant has or had a controlling interest. For avoidance of doubt, Investment Vehicles are not excluded from the Settlement Class solely because they are, or are managed by, affiliates or subsidiaries of a Defendant. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Settlement Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class. Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom.

1.32 “Settlement Class Period” means, for purposes of this Settlement only, the period between November 14, 2017 and September 12, 2019, inclusive.

1.33 “Settlement Fund” means the Settlement Amount plus any interest or income earned thereon.

1.34 “Summary Notice” means the summary notice of proposed Settlement and hearing for publication, substantially in the form attached hereto as Exhibit A-3.

1.35 “Unknown Claims” means (i) any and all claims and potential claims against Released Parties which Plaintiff or any Settlement Class Members do not know or suspect to exist in their, his, her, or its favor as of the Effective Date, and (ii) any claims against Plaintiff which Defendants do not know or suspect to exist in their favor, which if known by any of them, might

have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, the Plaintiff and Defendants shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights and benefits of 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;

and 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, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiff and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiff shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff and Defendants acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims

and Released Defendants' Claims was separately bargained for and was an essential element of the Settlement.

2. Scope and Effect of Settlement

2.1 The obligations incurred pursuant to this Stipulation shall be in full and final disposition of: (i) this Action against Defendants; (ii) any and all Released Claims as against all Released Parties; and (iii) any and all Released Defendants' Claims.

2.2 (a) Upon the Effective Date of this Settlement, Plaintiff and all Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever waived, released, compromised, settled, resolved, relinquished and discharged all Released Claims against the Released Parties, regardless of whether such Settlement Class Member executes and delivers a Proof of Claim.

(b) Upon the Effective Date of this Settlement, each and every Settlement Class Member, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, will be permanently and forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Released Claims against the Released Parties, whether or not such Settlement Class Member executes and delivers a Proof of Claim.

(c) Upon the Effective Date of this Settlement, each of the Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released and discharged Plaintiff, Plaintiff's Counsel and each

and all of the Settlement Class Members from each and every one of the Released Defendants' Claims.

(d) Notwithstanding the provisions of ¶¶2.2(a) through (c) hereof, in the event that any of the Released Parties asserts against Plaintiff, any Settlement Class Member, or their respective counsel, any claim that is a Released Defendants' Claim, then such Plaintiff or Settlement Class Member, or counsel shall be entitled to use and assert such factual matters included within the Released Claims only against such Released Party in defense of such claim, but not for the purposes of affirmatively asserting any claim against any Released Party.

(e) Notwithstanding the provisions of ¶¶2.2(a) through (c) hereof, in the event that Plaintiff or any Settlement Class Member asserts against any of the Released Parties or their respective counsel any claim that is a Released Claim, then such Released Party or counsel shall be entitled to use and assert such factual matters included within the Released Defendants' Claims only against such Plaintiff or Settlement Class Member in defense of such claim, but not for the purposes of affirmatively asserting any claim against Plaintiff or any Settlement Class Member.

(f) The releases and injunctions provided in this Stipulation shall become effective immediately upon occurrence of the Effective Date without the need for any further action, notice, condition or event.

3. The Settlement Consideration

3.1 Within fifteen (15) calendar days from the entry of the Notice Order, Alnylam shall deposit or cause to be deposited the Settlement Amount in accordance with instructions to be provided by the Escrow Agent. Within three (3) calendar days from the entry of the Notice Order, Plaintiff's Counsel shall send Alnylam's counsel an encrypted e-mail containing complete particulars for payment by wire transfer or check, and a W-9. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation

§1.468B-1. The account funds, less any amounts incurred for notice, administration, and/or Taxes, plus any accrued interest thereon on a *pro rata* basis, shall revert to the person(s) making the deposits if the Settlement does not become effective for any reason, including by reason of a termination of the Settlement pursuant to ¶10.4 herein. The Settlement Fund includes any interest earned thereon.

3.2 If the entire Settlement Amount is not timely paid to the Escrow Agent in accordance with ¶3.1 above, Plaintiff's Counsel may terminate the Settlement, but only if: (i) Plaintiff's Counsel has notified Defendants' Counsel in writing of Plaintiff's Counsel's intention to terminate the Settlement, and (ii) the entire Settlement Amount is not transferred to the Escrow Account within five (5) calendar days after Plaintiff's Counsel has provided such written notice.

3.3 Plaintiff and Settlement Class Members shall look solely to the Settlement Fund as satisfaction of all Released Claims. Defendants shall have no obligation under this Stipulation or the Settlement to pay any additional amounts, and upon payment funding, Defendants shall have no other obligation to pay or reimburse any fees, expenses, costs, liability or damages whatsoever alleged or incurred by Plaintiff, by any Settlement Class Member, or by any of their attorneys, experts, advisors, agents, or representatives with respect to the Action and Released Claims. Any award made by the Court pursuant to the Fee and Expense Application referred to in ¶5.1 hereof shall be paid exclusively from the Settlement Fund. Plaintiff and Settlement Class Members acknowledge that, as of the Effective Date, the releases and injunctions given herein shall become effective by operation of the Final Judgment and shall be permanent, absolute and unconditional.

3.4 (a) The Settlement Fund, net of any Taxes (as defined below), shall be used to pay: (i) the notice and administration costs of the Settlement referred to in ¶4.2 hereof; (ii) any award made by the Court pursuant to the Fee and Expense Application referred to in ¶5.1 hereof; and (iii) the remaining administration expenses referred to in ¶4.2 hereof and any other attorney and administrative costs, fees, payments or awards subsequently approved by the Court. The balance of

the Settlement Fund after the above payments shall be the Net Settlement Fund, which shall be distributed to the Authorized Claimants as provided in ¶¶6.1-6.3 hereof. Any portions of the Settlement Fund required to be held in escrow before the Effective Date shall be held by the Escrow Agent for the Settlement Fund. The Settlement Fund 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 Net Settlement Fund shall be distributed to Authorized Claimants, or returned pursuant to this Stipulation and/or further order of the Court. The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Stipulation, or upon Order of the Court. The Escrow Agent shall be responsible for investing the Settlement Fund in eligible investments, meaning obligations issued or guaranteed by the United States of America or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an Agency thereof, and the Escrow Agent shall reinvest the proceeds of these obligations or instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund, and Defendants shall have no obligation for any loss suffered by, or fluctuation in value of, the Settlement Fund.

(b) For the purpose of §1.468B of the Internal Revenue Code and the Treasury regulations thereunder, the Escrow Agent shall be designated as the “administrator” of the Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described below) shall be consistent with this paragraph and in all events shall reflect that all Taxes (including

any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

(c) All: (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon Defendants or their Related Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal or state income tax purposes; and (ii) all other tax expenses incurred in the operation of and implementation of this paragraph, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution expenses related to filing or failing to file the returns described in this paragraph (collectively, “Taxes”) shall promptly be paid out of the Settlement Fund by the Escrow Agent without prior order from the Court. The Escrow Agent shall also be obligated to, and shall be responsible for, withholding from distribution to Settlement Class Members any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes. The Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph. The Released Parties shall have no responsibility or liability for the acts or omissions of the Escrow Agent or its agents with respect to the payment of Taxes, as described herein.

(d) Except to the extent Plaintiff’s Counsel is acting in its capacity as Escrow Agent, neither the Parties nor their counsel shall have any responsibility for or liability whatsoever with respect to: (i) any act, omission or determination of the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (ii) the Plan of Allocation; (iii) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (iv) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the

taxation of the Settlement Fund or the filing of any returns; and (v) any loss suffered by, or fluctuation in value of, the Settlement Fund.

4. Administration

4.1 The Claims Administrator shall administer and calculate the claims that shall be allowed and oversee distribution of the Settlement Fund subject to such supervision of Plaintiff's Counsel and/or the Court as the circumstances may require. The Claims Administrator agrees to be subject to the jurisdiction of the Court with respect to the administration of the Settlement and the distribution of the Settlement Fund pursuant to the terms of this Stipulation. The Released Parties shall have no role in, or responsibility for, the administration of the Settlement and shall have no liability to Plaintiff, the Settlement Class, or any other person in connection with, as a result of, or arising out of, such administration. The Claims Administrator will not make any distributions to Settlement Class Members from the Net Settlement Fund until the Judgment becomes Final and all the conditions described in ¶10.1 herein have been satisfied.

4.2 Plaintiff's Counsel may pay from the Settlement Fund, without further approval from Defendants or the Court, the reasonable costs and expenses associated with notice to the Settlement Class, and the administration of the Settlement, including, without limitation, the actual costs of notice, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims. Within seven (7) calendar days of entry of the Notice Order, the Company shall provide or cause to be provided to the Claims Administrator, copying Plaintiff's Counsel, its record shareholder lists at no cost for providing notice to the Settlement Class.

5. Fee and Expense Application

5.1 Plaintiff's Counsel will submit an application or applications (the "Fee and Expense Application") to the Court for an award from the Settlement Fund of: (i) attorneys' fees and the

payment of litigation expenses incurred in connection with the prosecution of the Action, plus interest on both amounts at the same rate and period as earned on the Settlement Fund (until paid); and (ii) an award to Plaintiff in connection with its representation of the Settlement Class. Attorneys' fees, expenses, and interest as are awarded by the Court shall be paid from the Settlement Fund to Plaintiff's Counsel immediately upon entry by the Court of an order awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. If and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or cost award is reduced or reversed or return of the Settlement Fund is required consistent with the provisions of ¶10.4 hereof, Plaintiff's Counsel shall, within ten (10) business days from the event which requires repayment of the fee or expense award, refund to the Settlement Fund the fee and expense award paid to them, along with interest, as described above. Furthermore, Plaintiff's Counsel agrees that it remains subject to the continuing jurisdiction of the Court for the purpose of enforcing its obligation to repay required attorneys' fees and expenses to the Settlement Fund as provided in this paragraph.

5.2 Notwithstanding any other provision of this Stipulation to the contrary, the Fee and Expense Application to be paid out of the Settlement Fund shall be considered by the Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement. The approval of the Settlement, and it becoming final, shall not be contingent upon the award of attorneys' fees and expenses, any award to Plaintiff's Counsel or Plaintiff, nor any appeals from such awards. Any order or proceeding relating to the Fee and Expense Application, or any appeal of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate or cancel this Stipulation or the Settlement of the Action, or affect or delay the finality of the Judgment approving this Settlement. The Fee and Expense Application is not the subject of any agreement between Defendants and Plaintiffs other than what is set forth in this Stipulation.

5.3 The Released Parties shall have no responsibility for or liability whatsoever with respect to the allocation or award of attorneys' fees or litigation expenses. The attorneys' fees and litigation expenses that are awarded to Plaintiff's Counsel shall be payable solely from the Settlement Fund.

6. Distribution to Authorized Claimants

6.1 The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim as defined in the Plan of Allocation described in the Notice annexed hereto as Exhibit A-1, or in such other Plan of Allocation as the Court approves.

6.2 The Plan of Allocation set forth in the Notice is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. The Released Parties will take no position with respect to the proposed Plan of Allocation or such Plan of Allocation as may be approved by the Court. The Plan of Allocation is a matter separate and apart from the Settlement between the Parties and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Released Parties shall not have any involvement with or liability, obligation, or responsibility whatsoever for the application of the Court-approved Plan of Allocation.

6.3 Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his or her Recognized Claim compared to the total Recognized Claims of all accepted claimants. The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement. Defendants shall not be entitled to get back any of the settlement monies, or interest earned thereon, once the Judgment becomes Final and all the conditions set forth in ¶10.1 herein have been satisfied. The Released Parties shall have no involvement in reviewing, evaluating, or challenging claims and shall

have no responsibility or liability for determining the allocation of any payments to any Settlement Class Members or for any other matters pertaining to the Plan of Allocation.

7. Administration of the Settlement

7.1 Within ninety (90) calendar days after such time as set by the Court to mail notice to the Settlement Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in the form attached hereto as Exhibit A-2 and as approved by the Court, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and as are reasonably available to the Authorized Claimant.

7.2 Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Final Judgment. Notwithstanding the foregoing, Plaintiff's Counsel has the discretion (but not the obligation) to accept for processing late submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. No Person shall have any claim against Plaintiff, Plaintiff's Counsel or the Claims Administrator by reason of the exercise or non-exercise of such discretion.

7.3 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Plaintiff's Counsel, who shall determine, in accordance with this Stipulation and the approved Plan of Allocation, the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to ¶7.5 below.

7.4 Proofs of Claim that do not meet the submission requirements may be rejected. Before rejecting a Proof of 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 Proof of Claim submitted. The Claims Administrator, under the supervision of Plaintiff's Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, 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 ¶7.5 below.

7.5 If any claimant whose timely claim has been rejected in whole or in part for a curable deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of mailing of the notice required in ¶7.4 above, or a lesser period of time 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, Plaintiff's Counsel shall thereafter present the claimant's request for review to the Court.

7.6 Each claimant who declines to be excluded from the Settlement Class shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, including, but not limited to, all releases and injunctions provided for herein and in the Judgment, and the claim will be subject to investigation and discovery, provided that such investigation and discovery shall be limited to the claimant's status as a Settlement Class Member and the validity and amount of the claimant's claim. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or the Settlement, and Defendants shall have no obligation to provide discovery.

7.7 No Person shall have any claim against the Released Parties, Defendants' Counsel, Plaintiff, Plaintiff's Counsel or the Claims Administrator, or any other Person designated by Plaintiff's Counsel based on determinations or distributions made substantially in accordance with

this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

7.8 The Net Settlement Fund shall be distributed to Authorized Claimants substantially in accordance with the Plan of Allocation described in the Notice and approved by the Court. If there is any balance remaining in the Net Settlement Fund after a reasonable amount of time from the date of distribution of the Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), Plaintiff's Counsel shall, if economically feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions will be repeated until the balance remaining in the Net Settlement Fund is no longer economically reasonable, in Plaintiff's Counsel's discretion, to distribute to Settlement Class Members. Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to an appropriate non-profit organization(s) designated by Plaintiff's Counsel that has no affiliation or financial relationship with Plaintiff's Counsel, Plaintiff, Defendants, the Related Parties, or Defendants' Counsel.

7.9 Except for Alynham's obligation to pay the Settlement Amount or cause it to be paid, if applicable, Defendants shall have no liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund. Plaintiff's Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Plaintiff's Counsel reasonably deems to be formal or technical defects in any Proofs of Claim submitted, including, without limitation, failure to submit a document by the submission deadline, in the interests of achieving substantial justice.

7.10 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, but shall not in any event delay or affect the finality of the Judgment.

7.11 The Net Settlement Fund shall be distributed by the Claims Administrator to, or for the account of, Authorized Claimants, as the case may be, only after the Effective Date and after: (i) all claims have been processed, and all claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired; and (iii) all matters with respect to the Fee and Expense Application have been resolved by the Court, all appeals therefrom have been resolved or the time therefore has expired.

8. Terms of Order for Notice and Hearing

8.1 Promptly after this Stipulation has been fully executed, Plaintiff's Counsel shall request (by motion or otherwise) that the Court enter the Notice Order, substantially in the form annexed hereto as Exhibit A. Plaintiff's Counsel and Defendants' Counsel shall jointly request that the deadline for objecting and/or submitting exclusions from this Settlement be set at least twenty-one (21) calendar days before the date for the Fairness Hearing. Upon receiving any request(s) for exclusion ("Request for Exclusion"), the Claims Administrator shall promptly notify Plaintiff's Counsel and Defendants' Counsel of such Requests for Exclusion.

8.2 Any Settlement Class Member who wishes to opt out of the Settlement Class must submit a timely written Request for Exclusion on or before the opt-out date, in the manner specified in the Court's Notice Order. A Request for Exclusion is valid only if it is signed by the Settlement Class Member or Settlement Class Members requesting exclusion in that request. Any Settlement Class Member who does not submit a timely written Request for Exclusion will be bound by all proceedings, orders, and judgments in the Action, whether or not he, she, or it timely submits a Proof of Claim.

9. Terms of Judgment

9.1 If the Settlement contemplated by this Stipulation is approved by the Court, Plaintiff's Counsel shall request that the Court enter a Judgment, substantially in the form annexed hereto as Exhibit B.

10. Effective Date of Settlement, Waiver or Termination

10.1 The Effective Date of Settlement shall be the date when all the following shall have occurred:

- (a) the Court has entered the Notice Order in all material respects;
- (b) the Settlement Amount has been deposited into the Escrow Account pursuant to ¶3;
- (c) Alnylam has not exercised its option to terminate this Settlement pursuant to ¶10.3 and the Supplemental Agreement (as defined below), and the option to do so has expired in accordance with the terms of this Stipulation and the Supplemental Agreement;
- (d) final approval by the Court of the Settlement, following notice to the Settlement Class; and
- (e) entry by the Court of the Judgment, and the Judgment becomes Final.

10.2 Plaintiff and each of the Defendants, through their respective counsel, shall, in each of their separate discretions, but in all events subject to ¶5.2 herein, have the right to terminate the Settlement and this Stipulation, as to themselves, by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within thirty (30) calendar days of: (a) the Court's final non-appealable refusal to enter the Notice Order in any material respect; (b) the Court's final non-appealable refusal to approve this Stipulation or any material part of it; (c) the Court's non-appealable refusal to enter the Judgment in any material respect; (d) the date on which the Judgment is modified or reversed by a court of appeal or any higher court in any material respect; or (e) the

failure of the Effective Date to occur for any reason. However, any decision or proceeding, whether in this Court or any appellate court, with respect to the Fee and Expense Application or with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of any Judgment, and shall not be grounds for termination of the Settlement.

10.3 Alnylam shall have the right (but not obligation) to terminate this Settlement if a particular confidential threshold is reached with respect to opt outs from this Settlement. The Parties have entered into a separate Supplemental Agreement (the “Supplemental Agreement”) describing the procedure and threshold, which shall be binding as if set forth herein. The Supplemental Agreement will not be filed with the Court unless required by Court rule or unless and until a dispute as between Plaintiff and Defendants concerning its interpretation or application arises.

10.4 Except as otherwise provided herein, in the event the Settlement is terminated in accordance herewith, the Judgment is vacated, or the Effective Date fails to occur for any reason, then the Parties shall be deemed to have reverted to their respective status in the Action as of August 31, 2021, the fact and terms of the Settlement shall not be admissible in any trial of the Action, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered, and any portion of the Settlement Amount previously paid by or on behalf of Defendants, together with any interest earned thereon (and, if applicable, re-payment of any attorneys’ fee and expense award referred to in ¶5.1 hereof), less any Taxes due, if any, with respect to such income, and less costs of administration and notice actually incurred and paid or payable from the Settlement Amount shall be returned to Alnylam or the party, parties or insurer that paid the Settlement as directed by Alnylam within ten (10) business days from the date of the event causing such termination.

11. No Admission of Wrongdoing

11.1 Defendants deny that they have committed any act or omission giving rise to any liability and/or violation of law, and state that they are entering into this Settlement to eliminate the burden and expense of further litigation. This Stipulation, whether or not consummated, including any and all of its terms, provisions, exhibits and prior drafts, and any negotiations or proceedings related or taken pursuant to it:

(a) Shall not be offered or received against Defendants as evidence of, or evidence supporting a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, the deficiency of any defense that has been or could have been asserted, or in any way referred to for any other reason as against Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court and becomes effective pursuant to its terms, Defendants may refer to it to effectuate the liability protection granted them hereunder, and nothing in this Settlement shall restrict the ability of any Party hereto to advocate in favor or against the applicability of any offset to any claims asserted in any other action based on any amount paid herein;

(b) Shall not be construed as or received in evidence as an admission, concession, or presumption against Plaintiff or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable under the complaint in this Action, or any subsequent operative complaint filed in this Action would not have exceeded the Settlement Fund;

(c) Shall not be construed as evidence of, or evidence supporting, any presumption, concession or admission by any Defendant of the truth of any allegations by Plaintiff or of any Settlement Class Member or the validity of any claim that has been or could have been

asserted in the Action, or the deficiency of any defense that has or could have been asserted in the Action or in any other litigation or proceeding; and

(d) Shall not be construed as evidence of, or evidence supporting, a presumption, concession or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceeding other than this Settlement.

(e) Notwithstanding the foregoing, Defendants, Plaintiff, Settlement Class Members, and/or the Released Parties may file the Stipulation and/or the Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, injunction, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. Class Certification

12.1 The Parties hereby stipulate, for purposes of the Settlement only, to certification of the Action as a class action pursuant to CPLR §§901 and 902. In the event that the Judgment does not become Final or the Settlement fails to become effective for any reason, the Parties reserve all their rights on all issues. In such an event, Defendants reserve all rights to object to and oppose class certification or challenge the standing of Plaintiff or any other intervening plaintiff, and this Stipulation shall not be offered as evidence of any agreement, admission, or concession that any class should be or remain certified in the Action or that any plaintiff has standing.

13. Miscellaneous Provisions

13.1 All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

13.2 The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and/or any Settlement Class Member against the

Released Parties with respect to the Released Claims. Accordingly, Plaintiff and Defendants agree not to assert in any forum that the litigation was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The Parties further agree not to assert in any forum that any party violated 22 N.Y.C.R.R. §130-1 or any similar law or statute relating to the prosecution, defense, or settlement of the Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

13.3 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Stipulation.

13.4 This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties hereto.

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

13.6 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 relating to the Fee and Expense Application, the Plan of Allocation and enforcing the terms of this Stipulation, including exclusive jurisdiction to enforce the injunctions set forth herein.

13.7 This Stipulation shall not constitute a consent to service or to the jurisdiction of this Court or any other court for any purpose, including any other matter concerning the Released Claims, and shall not be construed as such, other than for the sole and limited purpose of the Settlement and the enforcement of its terms.

13.8 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.

13.9 This Stipulation and its exhibits and the Supplemental Agreement constitute the agreement among the Parties hereto concerning the Settlement of the Action, and no representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation and its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

13.10 This Stipulation may be executed in one or more counterparts and the signatures may be by facsimile, or electronically. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange among themselves original signed counterparts.

13.11 This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs and legal representatives of the Parties hereto. No assignment shall relieve any Party hereto of obligations hereunder.

13.12 Plaintiff and Plaintiff's Counsel represent and warrant that none of the Plaintiff's claims or causes of action against one or more Defendants in the Action, or referred to in this Stipulation, or that could have been alleged against one or more Defendants in the Action, have been assigned, encumbered, conveyed, given, granted or in any manner transferred in whole or in part.

13.13 The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the laws of the State of New York, without regard to conflicts of laws, except to the extent that federal law requires that federal law governs, and in accordance with the laws of the United States.

13.14 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.

13.15 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.

13.16 Plaintiff, Defendants, and their counsel shall not make any applications for sanctions, pursuant to 22 N.Y.C.C.R. §130-1 or any other applicable rule, code, or statute, with respect to any claims or defenses in this Action.

13.17 Plaintiff's Counsel and Defendants' Counsel agree to cooperate reasonably with one another in seeking Court approval of the order for notice and hearing, the Stipulation and the Settlement, and 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.

13.18 Pending approval of the Court of this Stipulation, all proceedings in the Action, including those before the Court and the First Department, shall be stayed.

13.19 Nothing in this Stipulation, or the negotiations related thereto, is intended to be, or shall be deemed to, constitute a waiver of any applicable privilege or immunity, including, without limitation, the attorney-client privilege, the joint-defense privilege, or the work-product privilege.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, dated ~~October~~ ^{November 3,} 2021.

ROBBINS GELLER RUDMAN
& DOWD LLP
SAMUEL H. RUDMAN
MICHAEL G. CAPECI
WILLIAM A. MASSA


MICHAEL G. CAPECI

58 South Service Road, Suite 200
Melville, NY 11747
Telephone: 631/367-7100
631/367-1173 (fax)
srudman@rgrdlaw.com
mcapeci@rgrdlaw.com
wmassa@rgrdlaw.com

Attorneys for Plaintiff

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
ALEXANDER C. DRYLEWSKI
JAMES R. CARROLL (admitted *pro hac vice*)
MICHAEL S. HINES (admitted *pro hac vice*)



ALEXANDER C. DRYLEWSKI

One Manhattan West
New York, NY 10001
Telephone: 212/735-3000

Attorneys for the Alnylam Defendants

SHEARMAN & STERLING LLP
ADAM S. HAKKI
DANIEL LEWIS

ADAM S. HAKKI

599 Lexington Avenue
New York, NY 10022
Telephone: 212/848-4000
adam.hakki@shearman.com
daniel.lewis@shearman.com

Attorneys for the Underwriter Defendants

58 South Service Road, Suite 200
Melville, NY 11747
Telephone: 631/367-7100
631/367-1173 (fax)
srudman@rgrdlaw.com
mcapeci@rgrdlaw.com
wmassa@rgrdlaw.com

Attorneys for Plaintiff

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
ALEXANDER C. DRYLEWSKI
JAMES R. CARROLL (admitted *pro hac vice*)
MICHAEL S. HINES (admitted *pro hac vice*)

ALEXANDER C. DRYLEWSKI

One Manhattan West
New York, NY 10001
Telephone: 212/735-3000

Attorneys for the Alnylam Defendants

SHEARMAN & STERLING LLP
ADAM S. HAKKI
DANIEL LEWIS



ADAM S. HAKKI

599 Lexington Avenue
New York, NY 10022
Telephone: 212/848-4000
adam.hakki@shearman.com
daniel.lewis@shearman.com

Attorneys for the Underwriter Defendants

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK, COMMERCIAL DIVISION

	X
CHESTER COUNTY EMPLOYEES	:
RETIREMENT FUND, Individually and on	: Index No. 655272/2019
Behalf of All Others Similarly Situated,	:
	: <u>CLASS ACTION</u>
	:
Plaintiff,	: The Honorable Robert R. Reed
	:
vs.	: Part 43
	:
ALNYLAM PHARMACEUTICALS, INC.,	: ORDER PRELIMINARILY APPROVING
JOHN M. MARAGANORE, MICHAEL P.	: SETTLEMENT AND PROVIDING FOR
MASON, DENNIS A. AUSIELLO,	: NOTICE
MICHAEL W. BONNEY, JOHN K.	:
CLARKE, MARSHA H. FANUCCI, STEVEN	: EXHIBIT A
M. PAUL, DAVID E.I. PYOTT, PAUL R.	:
SCHIMMEL, AMY W. SCHULMAN,	:
PHILLIP A. SHARP, KEVIN P. STARR,	:
GOLDMAN SACHS & CO. LLC, J.P.	:
MORGAN SECURITIES LLC, BARCLAYS	:
CAPITAL INC., CREDIT SUISSE	:
SECURITIES (USA) LLC, PIPER JAFFRAY	:
& CO., JMP SECURITIES LLC, NEEDHAM	:
& COMPANY, LLC, CHARDAN CAPITAL	:
MARKETS, LLC and B. RILEY FBR, INC.	:
n/k/a B. RILEY SECURITIES, INC.,	:
	:
Defendants.	:

X

WHEREAS, on November 3, 2021, the Parties to the above-entitled action (the “Action”)¹ entered into a Stipulation of Settlement (the “Stipulation” or “Settlement”), which is subject to review by this Court and which, together with the exhibits thereto, sets forth the terms and conditions for the Settlement and dismissal of the claims alleged in the Action; and the Court having read and considered the Stipulation and the accompanying documents; and the Parties to the Stipulation having consented to the entry of this Notice Order; and all capitalized terms used herein having the meanings defined in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____ 2021, that:

1. The Court preliminarily finds that:

(a) the Settlement resulted from informed, extensive arm’s-length negotiations, including mediation among Plaintiff and Defendants under the direction of a very experienced mediator, Robert A. Meyer, Esq. of JAMS; and

(b) the Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class.

2. For purposes of the Settlement only, and preliminarily, for purposes of this Notice Order, the Action shall proceed as a class action, pursuant to CPLR §§901 and 902, on behalf of a class (the “Settlement Class”) consisting of all persons who purchased or otherwise acquired Alnylam common stock pursuant or traceable to Alnylam’s Registration Statement issued in

¹ As used herein, the term “Parties” means Plaintiff Chester County Employees Retirement Fund (“Plaintiff”), on behalf of itself and the Settlement Class (as defined below), and Defendants Alnylam Pharmaceuticals, Inc. (“Alnylam”), John M. Maraganore, Michael P. Mason, Dennis A. Ausiello, Michael W. Bonney, John K. Clarke, Marsha H. Fanucci, Steven M. Paul, David E.I. Pyott, Paul R. Schimmel, Amy W. Schulman, Phillip A. Sharp, Kevin P. Starr, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Barclays Capital Inc., Credit Suisse Securities (USA) LLC, Needham & Company, LLC, Piper Jaffray & Co. (n/k/a Piper Sandler & Co.), JMP Securities LLC, Chardan Capital Markets, LLC, and B. Riley FBR, Inc. n/k/a B. Riley Securities, Inc. (collectively, “Defendants”).

connection with its November 14, 2017 secondary public offering (the “Offering”). For purposes of the Settlement only, the Settlement Class includes persons who purchased or otherwise acquired Alnylam common stock between November 14, 2017 and September 12, 2019, inclusive. Excluded from the Settlement Class are Defendants and their immediate families; the officers, directors and affiliates of Defendants during the Settlement Class Period and members of their immediate families; the legal representatives, heirs, successors, or assigns of any of the foregoing; and any entity in which any Defendant has or had a controlling interest. For avoidance of doubt, Investment Vehicles² are not excluded from the Settlement Class solely because they are, or are managed by, affiliates or subsidiaries of a Defendant. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Settlement Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class. Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom.

3. For purposes of the Settlement only, and preliminarily, for purposes of this Notice Order, the Plaintiff is hereby certified as Settlement Class Representative, and Plaintiff’s Counsel is appointed as Settlement Class Counsel.

4. A Fairness Hearing is hereby scheduled to be held before the Court at 60 Centre Street, Courtroom 222, New York, New York 10007, on _____, 2022, at ___:___ .m., for the following purposes:

² “Investment Vehicle” means any investment company, separately managed account or pooled investment fund, including, but not limited to: (i) mutual fund families, exchange-traded funds, fund of funds and hedge funds in which Defendants, or any of them, have, has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but in which any Defendant alone or together with its, his or her respective affiliates is not a majority owner or does not hold a majority beneficial interest; and (ii) employee benefit plans.

(a) to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(b) to determine whether the Judgment as provided under the Stipulation should be entered;

(c) to determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund should be approved by the Court as fair, reasonable and adequate;

(d) to determine whether to grant final certification of a Settlement Class for purposes of the Settlement;

(e) to consider Plaintiff's Counsel's application for an award of attorneys' fees and expenses;

(f) to consider Plaintiff's request for an award for its efforts in prosecuting this Action on behalf of the Settlement Class;

(g) to consider any objections or opt outs received by the Court; and

(h) to rule upon such other matters as the Court may deem appropriate.

5. The Court reserves the right to approve the Settlement with or without modification and with or without further notice to the Settlement Class and may adjourn the Fairness Hearing without further notice to the Settlement Class. The Court reserves the right to enter the Judgment approving the Stipulation regardless of whether it has approved the Plan of Allocation, Plaintiff's Counsel's request for an award of attorneys' fees and expenses and Plaintiff's request for an award for its representation of the Settlement Class.

6. The Court approves the form, substance and requirements of the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim"), and the Summary Notice of Proposed Settlement of Class Action (the "Summary Notice"), annexed hereto as Exhibits A-1, A-2 and A-3, respectively.

7. The Court approves the appointment of Analytics Consulting, LLC as the Claims Administrator to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Proofs of Claim as more fully set forth below.

8. The Claims Administrator shall cause the Notice and the Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, within fourteen (14) calendar days of this Notice Order, to all Settlement Class Members who can be identified with reasonable effort. Within seven (7) calendar days of this Notice Order, Alnylam, at its expense, shall make, or cause to be made, the last known addresses of Alnylam record shareholders to the Claims Administrator for the purpose of identifying and giving notice to the Settlement Class. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased or otherwise acquired Alnylam common stock during the Settlement Class Period as record owners but not as beneficial owners. Such nominee purchasers are directed, within ten (10) business days of their receipt of the Notice, to either forward copies of the Notice and Proof of Claim to their beneficial owners or to provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial owners.

9. The Claims Administrator shall cause the Summary Notice to be published in *The Wall Street Journal* and once over a national newswire service, within ten (10) calendar days after the mailing of the Notice.

10. Plaintiff's Counsel shall, at least seven (7) calendar days before the Fairness Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and Proof of Claim and proof of publication of the Summary Notice.

11. The form and content of the Notice and the Summary Notice, and the method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the requirements of New York law, due process, and all other applicable laws and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto and reasonably calculated under the circumstances to describe the terms and effect of the Settlement and to apprise the Settlement Class Members of their right to object to the proposed Settlement and to exclude themselves from the Settlement Class. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided pursuant thereto, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

12. In order to be entitled to participate in the Net Settlement Fund, in the event the Settlement is consummated in accordance with its terms set forth in the Stipulation, each Settlement Class Member shall take the following actions and be subject to the following conditions:

(a) Within ninety (90) calendar days after such time as set by the Court for the Claims Administrator to mail the Notice to the Settlement Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in a form contained in Exhibit A-2 attached hereto and as approved by the

Court, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and as are reasonably available to the Authorized Claimant.

(b) Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained therein, and the Final Judgment. Notwithstanding the foregoing, Plaintiff's Counsel may, in its discretion, accept for processing late submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or the Settlement. No Person shall have any claim against Plaintiff, Plaintiff's Counsel or the Claims Administrator by reason of the decision to exercise such discretion whether to accept late-submitted claims.

(c) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Stipulation.

13. Settlement Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless they request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to make such request shall, no later than twenty-one (21) calendar days prior to the date set for the Fairness Hearing, mail a request for exclusion in written form by first class mail postmarked to the address designated in the Notice. Such request for exclusion shall clearly indicate the name, address and telephone number of the person seeking exclusion, that the sender requests to be excluded from the Settlement Class, and must be signed by such person. Such persons requesting exclusion are also

directed to state the date(s), price(s), and number of shares of Alnylam common stock they purchased or acquired pursuant or traceable to the Registration Statement issued in connection with the Offering. The request for exclusion shall not be effective unless it is made in writing within the time stated above, and the exclusion is accepted by the Court. Settlement Class Members requesting exclusion from the Settlement Class shall not be entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

14. The Court will consider objections to the Settlement, the Plan of Allocation, the payment to Plaintiff, and/or the award of attorneys' fees and expenses. Any person wanting to object must do so in writing and may also appear at the Fairness Hearing. To the extent any person wants to object in writing, such objections and any supporting papers, accompanied by proof of Settlement Class membership, shall be filed with the Supreme Court of the State of New York, County of New York: Commercial Division, 60 Centre Street, New York, NY 10007, and copies of all such papers served no later than _____, 2022, which is twenty-one (21) calendar days prior to the date set for the Fairness Hearing, to each of the following: Theodore J. Pintar, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, on behalf of Plaintiff and the Settlement Class; Alexander C. Drylewski, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, NY 10001, on behalf of the Alnylam Defendants; and Adam S. Hakki, Shearman & Sterling LLP, 599 Lexington Avenue, New York, NY 10022, on behalf of the Underwriter Defendants. Persons who intend to object in writing to the Settlement, the Plan of Allocation, the request for an award of attorneys' fees and expenses and/or Plaintiff's request for an award for representing the Settlement Class and desire to present evidence at the Fairness Hearing must include in their written objections copies of any exhibits they intend to introduce into evidence at the Fairness Hearing. If an objector hires an attorney to represent him, her or it for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel listed

above and file it with the Court by no later than _____, 2022. A Settlement Class Member who files a written objection does not have to appear at the Fairness Hearing for the Court to consider his, her or its objection. However, if the Settlement Class Member intends to appear at the Fairness Hearing, the Settlement Class Member shall identify any witnesses they may seek to call and exhibits they intend to offer at the Fairness Hearing in the papers served as set forth above no later than _____, 2022. Any member of the Settlement Class who does not make his, her, or its objection in the manner provided in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement set forth in the Stipulation, to the Plan of Allocation, and to the award of attorneys' fees and expenses to Plaintiff's Counsel and Plaintiff's request for an award, unless otherwise ordered by the Court.

15. Any Person that submits a request for exclusion may thereafter submit to the Claims Administrator and to Plaintiff's Counsel a written and signed revocation of that request for exclusion, provided that it is received no later than five (5) business days before the Fairness Hearing, in which event that Person will be included in the Settlement Class.

16. All papers in support of the Settlement, the Plan of Allocation, and any application by Plaintiff's Counsel for attorneys' fees and expenses and an award to Plaintiff shall be filed fourteen (14) calendar days prior to the deadline in paragraph 14 for objections to be filed. All reply papers shall be filed and served at least seven (7) calendar days prior to the Fairness Hearing.

17. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

18. The Claims Administrator, Defendants' Counsel, and Plaintiff's Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

19. Pending final determination of whether the Settlement should be approved, the Plaintiff, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining or prosecuting any action in any court or tribunal that asserts Released Claims against any of the Released Parties. Unless and until the Stipulation is cancelled and terminated pursuant to its terms, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of the Court.

20. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation and herein. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiff nor any of its counsel shall have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund, except as provided for in the Stipulation.

21. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and Plaintiff or Defendants elect to terminate the Settlement, then, in any such event, the Stipulation, including any amendment(s) thereof, shall be null and void and of no further force or effect (except to the extent otherwise expressly provided in the Stipulation), without prejudice to any party, and may not be introduced as evidence or referred to in this Action, or any action or proceeding by any person or entity for any purpose, and each Party shall be restored to his, her or its respective position as it existed on August 31, 2021.

22. Neither the Stipulation nor the terms of the Settlement, nor any of the negotiations or proceedings connected with it, nor this Notice Order, shall be construed as an admission or concession by Defendants of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

23. The Court may adjourn or continue the Fairness Hearing without further written notice.

24. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

DATED: _____

THE HONORABLE ROBERT R. REED

EXHIBIT A-1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK, COMMERCIAL DIVISION

	X	
CHESTER COUNTY EMPLOYEES	:	Index No. 655272/2019
RETIREMENT FUND, Individually and on	:	
Behalf of All Others Similarly Situated,	:	<u>CLASS ACTION</u>
	:	
Plaintiff,	:	The Honorable Robert R. Reed
	:	
vs.	:	Part 43
	:	
ALNYLAM PHARMACEUTICALS, INC.,	:	NOTICE OF PENDENCY AND PROPOSED
JOHN M. MARAGANORE, MICHAEL P.	:	SETTLEMENT OF CLASS ACTION
MASON, DENNIS A. AUSIELLO,	:	
MICHAEL W. BONNEY, JOHN K.	:	EXHIBIT A-1
CLARKE, MARSHA H. FANUCCI, STEVEN	:	
M. PAUL, DAVID E.I. PYOTT, PAUL R.	:	
SCHIMMEL, AMY W. SCHULMAN,	:	
PHILLIP A. SHARP, KEVIN P. STARR,	:	
GOLDMAN SACHS & CO. LLC, J.P.	:	
MORGAN SECURITIES LLC, BARCLAYS	:	
CAPITAL INC., CREDIT SUISSE	:	
SECURITIES (USA) LLC, PIPER JAFFRAY	:	
& CO., JMP SECURITIES LLC, NEEDHAM	:	
& COMPANY, LLC, CHARDAN CAPITAL	:	
MARKETS, LLC and B. RILEY FBR, INC.	:	
n/k/a B. RILEY SECURITIES, INC.,	:	
	:	
Defendants.	:	

X

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED ALNYLAM PHARMACEUTICALS, INC. (“ALNYLAM” OR THE “COMPANY”) COMMON STOCK PURSUANT OR TRACEABLE TO THE REGISTRATION STATEMENT ISSUED IN CONNECTION WITH ALNYLAM’S NOVEMBER 14, 2017 SECONDARY PUBLIC OFFERING (THE “OFFERING”) (“SETTLEMENT CLASS” OR “SETTLEMENT CLASS MEMBERS”)¹

IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) BY _____, 202__.

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the Supreme Court of the State of New York, County of New York: Commercial Division (the “Court”). This Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit (the “Settlement”) and the hearing (the “Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated November 3, 2021 (the “Stipulation”), by and between Plaintiff Chester County Employees Retirement Fund (“Plaintiff”), on behalf of itself and the Settlement Class (as defined below), and Defendants Alnylam Pharmaceuticals, Inc., John M. Maraganore, Michael P. Mason, Dennis A. Ausiello, Michael W. Bonney, John K. Clarke, Marsha H. Fanucci, Steven M. Paul, David E.I. Pyott, Paul R. Schimmel, Amy W. Schulman, Phillip A. Sharp and Kevin P. Starr (the “Individual Defendants,” and collectively with Alnylam, the “Alnylam Defendants”), Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Barclays Capital Inc., Credit Suisse Securities (USA) LLC, Needham & Company, LLC, Piper Jaffray & Co. (n/k/a Piper Sandler & Co.), JMP Securities LLC, Chardan Capital Markets, LLC, and B. Riley FBR, Inc. n/k/a B. Riley Securities, Inc. (the “Underwriter Defendants,” and collectively, “Defendants”), by their respective counsel.²

This Notice is intended to inform you how this lawsuit and proposed Settlement may affect your rights and what steps you may take in relation to it. This Notice is NOT an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit or whether the Defendants engaged in any wrongdoing.

¹ For purposes of this Settlement only, the Settlement Class includes persons who purchased or otherwise acquired Alnylam common stock between November 14, 2017 and September 12, 2019, inclusive.

² The Stipulation can be viewed and/or downloaded at www.AlnylamSecuritiesLitigation.com. All capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

WHAT IS THIS LAWSUIT ABOUT?

I. THE ALLEGATIONS

Alnylam is a pharmaceutical company that, at the time of the Offering, had multiple drugs in development but none that had been approved for sale. Of all the drugs in Alnylam's developmental pipeline, the closest one to being commercialized was patisiran. Plaintiff claims that Defendants violated §§11, 12(a)(2) and 15 of the Securities Act of 1933 by reason of alleged material misstatements and omissions in the Registration Statement for the Offering. Specifically, Plaintiff alleges that the Registration Statement included untrue material statements about, and failed to disclose material information regarding, a study performed on the efficacy of patisiran.

Defendants deny all of Plaintiff's allegations and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Without limiting the generality of the foregoing in any way, Defendants have denied and continue to deny, among other things, that any misstatements or materially misleading omissions were made or that Plaintiff or the Settlement Class have suffered any damages. Defendants do not admit any liability or wrongdoing in connection with the allegations set forth in the Action, or any facts related thereto. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO PLAINTIFF OR TO THE SETTLEMENT CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

II. PROCEDURAL HISTORY

The initial complaint was filed in this Court by Plaintiff on September 12, 2019 (NYSCEF No. 1). On November 7, 2019, Plaintiff filed its Amended Complaint for Violations of the Federal Securities Laws (NYSCEF No. 11). On December 20, 2019, Defendants moved to dismiss the Action (NYSCEF No. 27). On February 3, 2020, Plaintiff filed its opposition (NYSCEF No. 39), and on March 4, 2020, Defendants filed their reply (NYSCEF No. 43). Following oral argument on June 3, 2020 (NYSCEF No. 50), on October 30, 2020, the Honorable O. Peter Sherwood denied Defendants' motion to dismiss (NYSCEF No. 51).

Defendants appealed Justice Sherwood's denial of their motion to dismiss (NYSCEF No. 54). Following briefing by the Parties and oral argument, on April 29, 2021, the First Department issued its Order modifying in part,³ and otherwise affirming the denial of Defendants' motion to dismiss (NYSCEF No. 106).

³ *Chester Cnty. Emps. Ret. Fund v. Alnylam Pharms., Inc.*, 193 A.D.3d 638 (1st Dep't 2021). The First Department dismissed Plaintiff's Section 12(a)(2) claim against the Individual Defendants, but otherwise maintained the Section 12(a)(2) claim. *Id.* at 639.

Once the case entered discovery, among other things, the Parties: (i) served their document demands for production; and (ii) objected and responded to each other's document demands. Additionally: (i) Defendants have produced hard-copy documents and centrally-stored files and have produced some electronically-stored documents; (ii) Plaintiff has substantially completed its document production to Defendants; and (iii) a representative of Plaintiff has been deposed.

On February 22, 2021, Plaintiff filed its motion for class certification (NYSCEF No. 68). Defendants filed their opposition to Plaintiff's motion on April 2, 2021 (NYSCEF No. 81), and Plaintiff filed its reply on April 16, 2021 (NYSCEF No. 105). During that time, Justice Sherwood retired and this Action was reassigned to Justice Reed. The motion for class certification is fully briefed but has not been argued.

On June 1, 2021, Defendants filed a motion for reargument before the First Department, or, in the alternative, for leave to appeal to the Court of Appeals. On June 14, 2021, Biotechnology Innovation Organization ("BIO"), a trade association, filed an *amicus* brief in support of this motion. On August 30, 2021, Plaintiff filed its opposition to Defendants' motion for reargument, which also responded to BIO's *amicus* brief. In light of the Settlement, Defendants requested and received an extension of their deadline to file a reply in support of their reargument motion, which otherwise would have been due on September 10, 2021.

Following the completion of class certification briefing and the First Department's ruling, the Parties agreed to explore a resolution of the Action and engaged the services of Robert A. Meyer, Esq., of JAMS, a nationally recognized mediator experienced in complex shareholder litigation. In connection with the mediation, each side provided to Mr. Meyer and exchanged with each other submissions setting forth their respective positions on the issues of liability, causation, and damages. On August 9, 2021, the Parties attended an all-day remote mediation with Mr. Meyer. Although the result of the mediation was inconclusive, the Parties continued to work with Mr. Meyer following the mediation and on August 31, 2021, reached an agreement in principle to settle the Action on the terms set forth herein, subject to the negotiation of a Stipulation of Settlement and approval by the Court.

HOW DO I KNOW IF I AM A SETTLEMENT CLASS MEMBER?

If you purchased or acquired Alnylam common stock pursuant or traceable to the Registration Statement filed in connection with the Offering, you are a Settlement Class Member. For purposes of this Settlement only, you are a Settlement Class Member if you purchased or otherwise acquired Alnylam common stock between November 14, 2017 and September 12, 2019, inclusive. As set forth in the Stipulation, excluded from the Settlement Class are: Defendants and their immediate families; the officers, directors and affiliates of Defendants during the Settlement Class Period and members of their immediate families; the legal representatives, heirs, successors, or assigns of any of the foregoing; and any entity in which any Defendant has or had a controlling interest. For avoidance of doubt, Investment Vehicles are not excluded from the Settlement Class solely because they are, or are managed by, affiliates or subsidiaries of a Defendant. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Settlement Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class. Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Settlement Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before _____, 202__.

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$7,000,000 (the "Settlement Fund"). The Settlement Fund, plus accrued interest and minus the costs of this Notice and all costs associated with the administration of the Settlement Fund, as well as attorneys' fees and expenses, and the payment to Plaintiff for representing the Settlement Class, as approved by the Court (the "Net Settlement Fund"), will be distributed to eligible Settlement Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Settlement Class Members based on their respective alleged economic losses resulting from the securities law violations alleged in the Action.

The Claims Administrator shall determine each Settlement Class Member's share of the Net Settlement Fund based upon the recognized loss formula (the "Recognized Claim") described below. A Recognized Claim will be calculated for each share of Alnylam common stock purchased or otherwise acquired pursuant or traceable to the Offering. The calculation of a Recognized Claim will depend on several factors, including when the shares were purchased or otherwise acquired and in what amounts, whether the shares were ever sold, and, if so, when they were sold and for what amounts. The Recognized Claim is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Settlement Class Members pursuant to the Settlement. The Recognized Claim is the basis upon which the Net Settlement Fund will be proportionately allocated to Settlement Class Members.

Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that Settlement Class Members send in and how many shares of Alnylam common stock you purchased or otherwise acquired pursuant or traceable to the Offering, and whether you sold any of those shares and when you sold them.

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than \$0.00, the claim per share is \$0.00.

PLAN OF ALLOCATION

A. Calculation of Recognized Losses on Eligible Shares

For each Eligible Share purchased or otherwise acquired in the Offering, the Recognized Loss for each such share shall be the inflation per share on the date of purchase minus the inflation

per share on the date of sale as set forth in the following Table A below (unless a lower Recognized Loss amount would result by applying the loss limitation rules (caps) set forth in ¶¶A. 1-2 below, in which case the lower amount will apply).

**Table A:
Calculation of Recognized Losses on Eligible Shares Purchased in the
Offering Based on Date of Sale**

Period	Beginning Sale Date	Ending Sale Date	Damages per Share
1	11-Nov-17	12-Aug-18	\$0.00
2	13-Aug-18	10-Sep-18	\$2.70
3	11-Sep-18	11-Sep-18	$\$2.70 + 0.50 * (\$104.35 - \text{Sale Price})$
4	12-Sep-18	17-Sep-18	Minimum of $[\$4.70 + (\$100.19 - \text{Sale Price})]$ OR \$10.20
5	18-Sep-18	16-Apr-20	\$10.20

1. If sold prior to November 19, 2019, the Recognized Loss will be based on the date of sale in accordance with Table A above.
2. If sold on or after November 19, 2019, but before April 17, 2020, the Recognized Loss will be the lesser of: (i) \$10.20 per share; and (ii) the Offering Price of \$125.00 per share minus the Sale Price.
3. If sold or held on or after April 17, 2020, the Recognized Loss will be zero (due to loss limitation rules).

B. Additional Provisions Relating to the Calculation of Recognized Losses

For Class Members who held shares prior to November 13, 2017, or made multiple purchases, acquisitions, or sales between (a) November 13, 2017 (the Registration date) and (b) September 30, 2018, inclusive (the “Relevant Period”), the First-In, First-Out (“FIFO”) method will be applied to such purchases, acquisitions, and sales for purposes of calculating Recognized Claims or Losses. Under the FIFO method, any sales of Alynlam common stock made after the Offering will be matched, in chronological order, starting with shares of common stock purchased prior to November 13, 2017. The remaining sales of common stock during the Relevant Period will then be matched, in chronological order, against common stock purchased or acquired during the balance of the Relevant Period.

The date of purchase or date of sale is the “contract” or “trade” date as distinguished from the “settlement” date. All purchase, acquisition, and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise or operation of law of Alynlam common stock during the Relevant Period shall not be deemed a purchase or sale of Alynlam common stock for the calculation of a claimant’s Recognized Claim, nor shall it be deemed an assignment of any claim relating to the purchase of such shares unless specifically provided in the instrument of gift or assignment.

For short sales, the date of covering a “short sale” is deemed to be the date of purchase of the Alnylam common stock. The date of a “short sale” is deemed to be the date of sale of the Alnylam common stock.

Option contracts are not securities eligible to participate in the Settlement. With respect to Alnylam common stock purchased or sold through the exercise of an option, the purchase/sale date of the Alnylam common stock is the exercise date of the option and the purchase/sale price of the Alnylam common stock is the exercise price of the option.

The total of all profits shall be subtracted from the total of all losses from transactions during the Settlement Class Period to determine if a Settlement Class Member has a Recognized Claim. Only if a Settlement Class Member had a net market loss, after all profits from transactions in Alnylam common stock during the Settlement Class Period are subtracted from all losses, will such Settlement Class Member be eligible to receive a distribution from the Net Settlement Fund.

If an Authorized Claimant has an overall market gain, the Recognized Claim for that Authorized Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that Authorized Claimant’s Recognized Claim will be limited to the amount of overall market loss. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Claim as compared to the total Recognized Claims of all Authorized Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after a reasonable amount of time from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Settlement Class Members. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated to appropriate non-profit organizations.

Please contact the Claims Administrator or Plaintiff’s Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are dissatisfied with the determinations, you may ask Plaintiff’s Counsel to request that the Court, which retains jurisdiction over all Settlement Class Members and the claims administration process, decide the issue.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Settlement Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Plaintiff, Plaintiff’s Counsel, any Claims Administrator, any other Person designated by Plaintiff’s Counsel, or any of the Released Parties based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Settlement Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred

from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

**DO I NEED TO CONTACT PLAINTIFF'S COUNSEL IN ORDER TO PARTICIPATE
IN DISTRIBUTION OF THE SETTLEMENT FUND?**

No. If you have received this Notice and timely submit your Proof of Claim to the designated address, you need not contact Plaintiff's Counsel. If your address changes, please contact the Claims Administrator at:

Alnylam Securities Litigation Settlement
Claims Administrator
c/o Analytics Consulting, LLC
P.O. Box 2004
Chanhassen, MN 55317-2004
Telephone: 1-877-596-2204
www.AlnylamSecuritiesLitigation.com

THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED

The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation is terminated, the Action will proceed as if the Stipulation had not been entered into.

WHAT ARE THE REASONS FOR SETTLEMENT?

The Settlement was reached after a thorough investigation by Plaintiff's Counsel, denial of Defendants' motion to dismiss, and partial affirmance on appeal and certain discovery. The Court has not reached any final decisions in connection with Plaintiff's claims against Defendants. Instead, Plaintiff and Defendants have agreed to this Settlement, which was reached with the substantial assistance of a highly respected mediator of complex class actions. In reaching the Settlement, the Parties have avoided the cost, delay and uncertainty of further litigation.

As in any litigation, Plaintiff and the proposed Settlement Class would face an uncertain outcome if they did not agree to the Settlement. The Parties expected that the case could continue for a lengthy period of time and that if Plaintiff succeeded, Defendants would file appeals that would postpone final resolution of the case. Continuation of the Action against Defendants could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Plaintiff and Plaintiff's Counsel believe that this Settlement is fair and reasonable to the members of the Settlement Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Settlement Class will receive a certain and immediate monetary recovery. Additionally, Plaintiff's Counsel believes that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay and uncertainty of continued litigation, are a very favorable result for the Settlement Class.

WHO REPRESENTS THE SETTLEMENT CLASS?

The following attorneys are counsel for the Settlement Class:

Theodore J. Pintar, Esq.
ROBBINS GELLER RUDMAN &
DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 1- 800-449-4900

If you have any questions about the Action, or the Settlement, you are entitled to consult with Plaintiff's Counsel by contacting counsel at the phone number listed above.

You may obtain a copy of the Stipulation by contacting the Claims Administrator at:

Alnylam Securities Litigation Settlement
Claims Administrator
c/o Analytics Consulting, LLC
P.O. Box 2004
Chanhasen, MN 55317-2004
Telephone: 1-877-596-2204
www.AlnylamSecuritiesLitigation.com

HOW WILL THE PLAINTIFF'S LAWYERS BE PAID?

Plaintiff's Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Fairness Hearing. Plaintiff's Counsel will apply for an attorneys' fee award in the amount of up to one-third of the Settlement Amount, plus payment of Plaintiff's Counsel's expenses incurred in connection with this Action in an amount not to exceed \$45,000. In addition, Plaintiff may seek a payment of up to \$15,000 for its efforts in representing the Settlement Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiff's Counsel for its efforts in achieving this Settlement and for its risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Plaintiff's Counsel for its work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Plaintiff's Counsel.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. If you do not want to receive a payment from this Settlement, or you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or "opting out" of, the Settlement Class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Action, you may want to consult an attorney and discuss

whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

To exclude yourself from the Settlement Class, you must send a signed letter by mail saying that you want to be excluded from the Settlement Class in the following Action: *Chester County Employees Retirement Fund v. Alynlyam Pharmaceuticals, Inc., et al.*, Index No. 655272/2019. Be sure to include your name, address, telephone number, and the date(s), price(s), and number of shares of Alynlyam common stock that you purchased or acquired during the Settlement Class Period (November 14, 2017-September 12, 2019). Your exclusion request must be **postmarked no later than _____, 202__**, and sent to the Claims Administrator at:

Alynlyam Securities Litigation Settlement
Claims Administrator
c/o Analytics Consulting, LLC
EXCLUSIONS
P.O. Box 2004
Chanhassen, MN 55317-2004
Telephone: 1-877-596-2204

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR THE PLAN OF ALLOCATION?

Yes. If you are a Settlement Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and expenses, Plaintiff's request for an award for representing the Settlement Class and/or the Plan of Allocation. In order for any objection to be considered, you must file a written statement, accompanied by proof of Settlement Class membership, explained in the next paragraph, with the Court and send a copy to Plaintiff's Counsel and Defendants' Counsel, at the addresses listed below **by _____, 202__**. The Court's address is Supreme Court of the State of New York, County of New York: Commercial Division, 60 Centre Street, New York, NY 10007; Plaintiff's Counsel's address is Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o Theodore J. Pinter; the Alynlyam Defendants' Counsel's address is Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, NY 10001, c/o Alexander C. Drylewski; and the Underwriter Defendants' Counsel's address is Shearman & Sterling LLP, 599 Lexington Avenue, New York, NY 10022, c/o Adam S. Hakki. Attendance at the Fairness Hearing is not necessary; however, persons wishing to be heard orally at the Fairness Hearing are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

The written objection must include documentation establishing the objecting Person's membership in the Settlement Class, including the number of shares of Alnylam common stock that the objecting Person purchased, acquired, sold, and/or disposed of during the Settlement Class Period, as well as the number of shares, dates and prices for each such purchase, acquisition, sale, and disposition. The objection must contain a statement of reasons for the objection, copies of any papers, briefs, or other documents upon which the objection is based, a statement of whether the objector intends to appear at the Fairness Hearing, and the objector's signature, even if represented by counsel. The notice of objection must also identify any other class actions to which the objector and/or his, her or its counsel has previously objected. Documentation establishing membership in the Settlement Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Objecting is telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, or Plaintiff's Counsel's request for an award of attorneys' fees and expenses. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer applies to you.

WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

HOW CAN I GET A PAYMENT?

In order to qualify for a payment, you must timely complete and return the Proof of Claim that accompanies this Notice. A Proof of Claim is enclosed with this Notice and also may be downloaded at www.AlnylamSecuritiesLitigation.com. Read the instructions carefully; fill out the Proof of Claim; sign it; and mail or submit it online so that it is **postmarked (if mailed) or received (if submitted online) no later than _____, 202__**. The Proof of Claim may be submitted online at www.AlnylamSecuritiesLitigation.com. If you do not submit a timely Proof of Claim with all of the required information, you will not receive a payment from the Settlement Fund; however, unless you expressly exclude yourself from the Settlement Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes final pursuant to the terms of the Stipulation, all Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Parties from all Released Claims.

- “Related Parties” means each of a Defendant’s past, present or future direct or indirect parents, subsidiaries, business units, divisions, affiliates or joint ventures, as well as each of their respective present or former directors, officers, employees, managers, servants, partners, limited partners, members, principals, trustees, advisors, auditors, accountants, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, executors, trustees, estates, administrators, related or affiliated entities, anyone acting or purporting to act for or on behalf of any of them or their successors, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant’s immediate family, any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family, and the legal representatives, heirs, successors in interest or assigns of the Defendants.
- “Released Parties” means Defendants and each and all of their Related Parties.
- “Released Claims” means all claims, demands, losses, costs, interest, penalties, fees, attorneys’ fees, expenses, rights, causes of action, actions, duties, obligations, judgments, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, including “Unknown Claims” as defined below, whether direct or indirect, representative, class, individual, asserted or unasserted, matured or unmatured, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, at law or equity, whether arising under federal, state, local, foreign, statutory, common or administrative, or any other law, statute, rule, or regulation, that both (a) arise out of, are based upon, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations or omissions involved, set forth, alleged or referred to, in this Action, or which could have been alleged in, referred to or made part of this Action, and (b) arise out of, are based upon, or relate in any way to the purchase or acquisition of Alynlam common stock pursuant or traceable to the Registration Statement issued in connection with the Offering. “Released Claims” also includes any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Action (including Unknown Claims), except claims to enforce any of the terms of the Stipulation.
- “Unknown Claims” means (i) any and all claims and potential claims against Released Parties which Plaintiff or any Settlement Class Members do not know or suspect to exist in their, his, her, or its favor as of the Effective Date, and (ii) any claims against Plaintiff which Defendants do not know or suspect to exist in their favor, which if known by any of them, might have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, the Plaintiff and Defendants shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights and benefits of 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;

and 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, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiff and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiff shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff and Defendants acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was an essential element of the Settlement.

The above description of the proposed Settlement is only a summary. The complete terms are set forth in the Stipulation (including its exhibits), which may be obtained at www.AlnylamSecuritiesLitigation.com, or by contacting Plaintiff’s Counsel listed on Page __ above.

THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Fairness Hearing on _____, 202__, at _:__.m., before the Honorable Robert R. Reed at the Supreme Court of the State of New York, County of New York: Commercial Division, 60 Centre Street, Courtroom 222, New York, NY 10007, for the purpose of determining whether: (1) the Settlement as set forth in the Stipulation for \$7,000,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) Judgment as provided under the Stipulation should be entered; (3) to award Plaintiff’s Counsel attorneys’ fees and expenses out of the Settlement Fund and, if so, in what amount; (4) to pay Plaintiff for its efforts in representing the Settlement Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Fairness Hearing without further notice to members of the Settlement Class.

Any Settlement Class Member may appear at the Fairness Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or its

objection is made in writing and is filed, together with proof of membership in the Settlement Class and with copies of all other papers and briefs to be submitted by him, her, or it to the Court at the Fairness Hearing, with the Court no later than _____, 202__, and showing proof of service on the following counsel:

Theodore J. Pinar
ROBBINS GELLER RUDMAN &
DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Attorneys for Plaintiff

Alexander C. Drylewski
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
One Manhattan West
New York, NY 10001

Attorneys for the Alnylam Defendants

Adam S. Hakki
SHEARMAN & STERLING LLP
599 Lexington Avenue
New York, NY 10022

Attorneys for the Underwriter Defendants

Unless otherwise directed by the Court, any Settlement Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

If you hire an attorney (at your own expense) to represent you for purposes of objecting, your attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the address set out above) by no later than _____, 202__.

INJUNCTION

The Court has issued an order enjoining all Settlement Class Members from instituting, commencing, maintaining or prosecuting any action in any court or tribunal that asserts Released Claims against any Released Party, pending final determination by the Court of whether the Settlement should be approved.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Action may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the Supreme Court of New York, County of New York. In addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim and proposed Judgment may be obtained by contacting the Claims Administrator at:

Alnylam Securities Litigation Settlement
Claims Administrator
c/o Analytics Consulting, LLC
P.O. Box 2004
Chanhassen, MN 55317-2004
Telephone: 1-877-596-2204
www.AlnylamSecuritiesLitigation.com

In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900 if you have any questions about the Action or the Settlement.

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

If you hold any Alnylam common stock purchased or acquired between November 14, 2017 and September 12, 2019, inclusive, as a nominee for a beneficial owner, then, within ten (10) business days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Alnylam Securities Litigation Settlement
Claims Administrator
c/o Analytics Consulting, LLC
P.O. Box 2004
Chanhassen, MN 55317-2004
Telephone: 1-877-596-2204
www.AlnylamSecuritiesLitigation.com

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: _____

BY ORDER OF THE SUPREME COURT OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION
THE HONORABLE ROBERT R. REED, J.S.C.

EXHIBIT A-2

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK, COMMERCIAL DIVISION

	X
CHESTER COUNTY EMPLOYEES	:
RETIREMENT FUND, Individually and on	: Index No. 655272/2019
Behalf of All Others Similarly Situated,	:
	: <u>CLASS ACTION</u>
	:
Plaintiff,	: The Honorable Robert R. Reed
	:
vs.	: Part 43
	:
ALNYLAM PHARMACEUTICALS, INC.,	: PROOF OF CLAIM AND RELEASE
JOHN M. MARAGANORE, MICHAEL P.	:
MASON, DENNIS A. AUSIELLO,	: EXHIBIT A-2
MICHAEL W. BONNEY, JOHN K.	:
CLARKE, MARSHA H. FANUCCI, STEVEN	:
M. PAUL, DAVID E.I. PYOTT, PAUL R.	:
SCHIMMEL, AMY W. SCHULMAN,	:
PHILLIP A. SHARP, KEVIN P. STARR,	:
GOLDMAN SACHS & CO. LLC, J.P.	:
MORGAN SECURITIES LLC, BARCLAYS	:
CAPITAL INC., CREDIT SUISSE	:
SECURITIES (USA) LLC, PIPER JAFFRAY	:
& CO., JMP SECURITIES LLC, NEEDHAM	:
& COMPANY, LLC, CHARDAN CAPITAL	:
MARKETS, LLC and B. RILEY FBR, INC.	:
n/k/a B. RILEY SECURITIES, INC.,	:
	:
Defendants.	:

X

I. GENERAL INSTRUCTIONS

1. To recover as a Settlement Class Member based on the claims in the action entitled *Chester County Employees Retirement Fund v. Alnylam Pharmaceuticals, Inc., et al.*, Index No. 655272/2019 (the “Action”),¹ you must complete and, on page ___ hereof, sign this Proof of Claim. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Action.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, ON OR BEFORE _____, 202__, ADDRESSED AS FOLLOWS:

Alnylam Securities Litigation Settlement
Claims Administrator
c/o Analytics Consulting, LLC
P.O. Box 2004
Chanhassen, MN 55317-2004
Online Submissions: www.AlnylamSecuritiesLitigation.com

If you are NOT a Settlement Class Member, as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim.

4. If you are a Settlement Class Member and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

II. CLAIMANT IDENTIFICATION

You are a member of the Settlement Class if you purchased or otherwise acquired shares of Alnylam Pharmaceuticals, Inc. (“Alnylam” or the “Company”) common stock pursuant or traceable

¹ This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the Stipulation of Settlement (“Stipulation”), which can be obtained at www.AlnylamSecuritiesLitigation.com.

to the Registration Statement issued in connection with Alnylam's November 14, 2017 secondary public offering (the "Offering"). For purposes of this Settlement only, you are a Settlement Class Member if you purchased or otherwise acquired shares of Alnylam common stock between November 14, 2017 and September 12, 2019, inclusive.

Use Part I of this form entitled "Claimant Identification" to identify each purchaser or acquiror of record ("nominee") of the Alnylam common stock that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE ALNYLAM COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. CLAIM FORM

Use Part II of this form entitled "Schedule of Transactions in Alnylam Common Stock" to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to *all* of your purchases and acquisitions of Alnylam common stock that took place between November 13, 2017 and September 12, 2019, inclusive, and *all* of your sales of Alnylam common stock on or after

November 13, 2017 to April 17, 2020, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to the number of shares of Alnylam common stock you held at the close of trading on November 12, 2017 and on September 30, 2018. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase of Alnylam common stock. The date of a “short sale” is deemed to be the date of sale of Alnylam common stock.

COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN ALNYLAM COMMON STOCK SHOULD BE ATTACHED TO YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at info@AlnylamSecuritiesLitigation.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

Chester County Employees Retirement Fund v. Alnylam Pharmaceuticals, Inc., et al.

Index No. 655272/2019

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:

_____, 202__

Please Type or Print

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN ALNYLAM COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

PART I: CLAIMANT IDENTIFICATION

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number	or	Taxpayer Identification Number
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/> - <input type="text"/>
Email Address		
<input type="text"/>		

MAILING INFORMATION

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

PART II: SCHEDULE OF TRANSACTIONS IN ALNYLAM COMMON STOCK

A. Purchases or acquisitions of Alnylam common stock (November 13, 2017 to September 12, 2019, inclusive):

Trade Date(s) Month Day Year (List chronologically)	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price (Excluding commissions, taxes and fees)	Proof of Purchase/ Acquisition Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

IMPORTANT: (i) If any purchase listed covered a “short sale,” please mark Yes: Yes

(ii) If you received shares through an acquisition or merger at some date beginning November 13, 2017, through September 30, 2018, please identify the date, the share amount, and the company acquired:

_____/_____/_____
MM DD YYYY Merger Shares Company

B. Sales of Alnylam common stock (on or after November 13, 2017 to April 17, 2020, inclusive):

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sale Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

C. Number of shares of Alnylam common stock held at the close of trading on November 12, 2017: _____

D. Number of shares of Alnylam common stock held at the close of trading on September 30, 2018: _____

Proof of Position Enclosed: Yes No

YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice.

I (We) also submit to the jurisdiction of the Supreme Court of the State of New York, County of New York: Commercial Division, with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of Alnylam common stock during the relevant period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the “Released Parties,” defined as Defendants and each and all of their Related Parties.

2. “Related Parties” means each of a Defendant’s past, present or future direct or indirect parents, subsidiaries, business units, divisions, affiliates or joint ventures, as well as each of their respective present or former directors, officers, employees, managers, servants, partners, limited partners, members, principals, trustees, advisors, auditors, accountants, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, executors, trustees, estates, administrators, related or affiliated entities, anyone acting or purporting to act for or on behalf of any of them or their successors, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant’s immediate family, any trust of which any Defendant is the settlor or which is for the benefit of any

Defendant and/or member(s) of his or her family, and the legal representatives, heirs, successors in interest or assigns of the Defendants.

3. “Released Claims” means all claims, demands, losses, costs, interest, penalties, fees, attorneys’ fees, expenses, rights, causes of action, actions, duties, obligations, judgments, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, including “Unknown Claims” as defined below, whether direct or indirect, representative, class, individual, asserted or unasserted, matured or unmatured, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, at law or equity, whether arising under federal, state, local, foreign, statutory, common or administrative, or any other law, statute, rule, or regulation, that both (a) arise out of, are based upon, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations or omissions involved, set forth, alleged or referred to, in this Action, or which could have been alleged in, referred to or made part of this Action, and (b) arise out of, are based upon, or relate in any way to the purchase or acquisition of Alnylam common stock pursuant or traceable to the Registration Statement issued in connection with the Offering. “Released Claims” also includes any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Action (including Unknown Claims), except claims to enforce any of the terms of the Stipulation.

4. “Unknown Claims” means (i) any and all claims and potential claims against Released Parties which Plaintiff or any Settlement Class Members do not know or suspect to exist in their, his, her, or its favor as of the Effective Date, and (ii) any claims against Plaintiff which Defendants do not know or suspect to exist in their favor, which if known by any of them, might have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, the Plaintiff and Defendants shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by

operation of the Final Judgment shall have expressly waived, the provisions, rights and benefits of 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;

and 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, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiff and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiff shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff and Defendants acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was an essential element of the Settlement.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Alnylam common stock that occurred during the relevant period as well as the number of shares held by me (us) at the close of trading on November 12, 2017 and on September 30, 2018.

I (We) declare under penalty of perjury under the laws of the State of New York that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____
(Month/Year)

in _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e.g., Beneficial Purchaser or Acquirer,
Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation.
3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.

7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN _____, 202__, ADDRESSED AS FOLLOWS:

Alnylam Securities Litigation Settlement
Claims Administrator
c/o Analytics Consulting, LLC
P.O. Box 2004
Chanhassen, MN 55317-2004
Online Submissions: www.AlnylamSecuritiesLitigation.com

EXHIBIT A-3

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK, COMMERCIAL DIVISION

	X
CHESTER COUNTY EMPLOYEES	:
RETIREMENT FUND, Individually and on	: Index No. 655272/2019
Behalf of All Others Similarly Situated,	:
	: <u>CLASS ACTION</u>
	:
Plaintiff,	: The Honorable Robert R. Reed
	:
vs.	: Part 43
	:
ALNYLAM PHARMACEUTICALS, INC.,	: SUMMARY NOTICE OF PROPOSED
JOHN M. MARAGANORE, MICHAEL P.	: SETTLEMENT OF CLASS ACTION
MASON, DENNIS A. AUSIELLO,	:
MICHAEL W. BONNEY, JOHN K.	: EXHIBIT A-3
CLARKE, MARSHA H. FANUCCI, STEVEN	:
M. PAUL, DAVID E.I. PYOTT, PAUL R.	:
SCHIMMEL, AMY W. SCHULMAN,	:
PHILLIP A. SHARP, KEVIN P. STARR,	:
GOLDMAN SACHS & CO. LLC, J.P.	:
MORGAN SECURITIES LLC, BARCLAYS	:
CAPITAL INC., CREDIT SUISSE	:
SECURITIES (USA) LLC, PIPER JAFFRAY	:
& CO., JMP SECURITIES LLC, NEEDHAM	:
& COMPANY, LLC, CHARDAN CAPITAL	:
MARKETS, LLC and B. RILEY FBR, INC.	:
n/k/a B. RILEY SECURITIES, INC.,	:
	:
Defendants.	:

X

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED ALNYLAM PHARMACEUTICALS, INC. (“ALNYLAM” OR THE “COMPANY”) COMMON STOCK PURSUANT OR TRACEABLE TO THE REGISTRATION STATEMENT ISSUED IN CONNECTION WITH ALNYLAM’S NOVEMBER 14, 2017 SECONDARY PUBLIC OFFERING (THE “OFFERING”)¹

YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 202__, at ____: ____m., before the Honorable Robert R. Reed, J.S.C., Supreme Court of New York, County of New York: Commercial Division, 60 Centre Street, New York, NY 10007, to determine whether: (1) the proposed settlement (the “Settlement”) of the above-captioned action as set forth in the Stipulation of Settlement (“Stipulation”)² for \$7,000,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) the Judgment as provided under the Stipulation should be entered; (3) to award Plaintiff’s Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”), which is discussed below), and, if so, in what amount; (4) to award Plaintiff for representing the Settlement Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court as fair, reasonable and adequate.

This Action is a securities class action brought on behalf of those persons who purchased or acquired Alnylam common stock pursuant or traceable to the Registration Statement for the Offering, against Alnylam and certain of its officers and directors and the Offering’s underwriters (collectively, “Defendants”) for, among other things, allegedly misstating and omitting material facts from the Registration Statement filed with the U.S. Securities and Exchange Commission in connection with the Offering. Plaintiff alleges that these purportedly false and misleading

¹ For purposes of this Settlement only, the Settlement Class includes persons who purchased or otherwise acquired Alnylam common stock between November 14, 2017 and September 12, 2019, inclusive.

² The Stipulation can be viewed and/or obtained at www.AlnylamSecuritiesLitigation.com.

statements inflated the price of the Company's stock, resulting in damage to Settlement Class Members when the truth was revealed. Defendants deny all of Plaintiff's allegations.

IF YOU PURCHASED OR ACQUIRED ALNYLAM COMMON STOCK BETWEEN NOVEMBER 14, 2017 THROUGH AND INCLUDING SEPTEMBER 12, 2019, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS ACTION.

To share in the distribution of the Settlement Fund, you must establish your rights by submitting a Proof of Claim and Release form ("Proof of Claim") by mail (**postmarked no later than _____, 202__**) or electronically (**no later than _____, 202__**). Your failure to submit your Proof of Claim by _____, 202__, will subject your claim to rejection and preclude your receiving any of the recovery in connection with the Settlement of this Action. If you are a member of the Settlement Class and do not request exclusion therefrom, you will be bound by the Settlement and any judgment and release entered in the Action, including, but not limited to, the Judgment, whether or not you submit a Proof of Claim.

If you have not received a copy of the Notice, which more completely describes the Settlement and your rights thereunder (including your right to object to the Settlement), and a Proof of Claim, you may obtain these documents, as well as a copy of the Stipulation (which, among other things, contains definitions for the defined terms used in this Summary Notice) and other settlement documents, online at www.AlnylamSecuritiesLitigation.com, or by writing to:

Alnylam Securities Litigation Settlement
Claims Administrator
c/o Analytics Consulting, LLC
P.O. Box 2004
Chanhassen, MN 55317-2004

Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to Plaintiff's Counsel:

ROBBINS GELLER RUDMAN & DOWD LLP
Theodore J. Pintar
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 800/449-4900

IF YOU DESIRE TO BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION SUCH THAT IT IS **POSTMARKED BY** _____, **202**__, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE SETTLEMENT CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE SETTLEMENT CLASS WILL BE BOUND BY THE SETTLEMENT EVEN IF THEY DO NOT SUBMIT A TIMELY PROOF OF CLAIM.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFF'S COUNSEL FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, AND/OR THE AWARD TO PLAINTIFF FOR REPRESENTING THE SETTLEMENT CLASS. ANY OBJECTIONS MUST BE FILED WITH THE COURT AND SENT TO PLAINTIFF'S COUNSEL AND DEFENDANTS' COUNSEL **BY** _____, **202**__, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

DATED: _____ BY ORDER OF THE SUPREME COURT OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION
THE HONORABLE ROBERT R. REED, J.S.C.

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK, COMMERCIAL DIVISION

	X
CHESTER COUNTY EMPLOYEES	:
RETIREMENT FUND, Individually and on	: Index No. 655272/2019
Behalf of All Others Similarly Situated,	:
	: <u>CLASS ACTION</u>
	:
Plaintiff,	: The Honorable Robert R. Reed
	:
vs.	: Part 43
	:
ALNYLAM PHARMACEUTICALS, INC.,	: JUDGMENT AND ORDER GRANTING
JOHN M. MARAGANORE, MICHAEL P.	: FINAL APPROVAL OF CLASS ACTION
MASON, DENNIS A. AUSIELLO,	: SETTLEMENT
MICHAEL W. BONNEY, JOHN K.	:
CLARKE, MARSHA H. FANUCCI, STEVEN	: EXHIBIT B
M. PAUL, DAVID E.I. PYOTT, PAUL R.	:
SCHIMMEL, AMY W. SCHULMAN,	:
PHILLIP A. SHARP, KEVIN P. STARR,	:
GOLDMAN SACHS & CO. LLC, J.P.	:
MORGAN SECURITIES LLC, BARCLAYS	:
CAPITAL INC., CREDIT SUISSE	:
SECURITIES (USA) LLC, PIPER JAFFRAY	:
& CO., JMP SECURITIES LLC, NEEDHAM	:
& COMPANY, LLC, CHARDAN CAPITAL	:
MARKETS, LLC and B. RILEY FBR, INC.	:
n/k/a B. RILEY SECURITIES, INC.,	:
	:
Defendants.	:

X

WHEREAS, the Court is advised that the Parties,¹ through their counsel, have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle this Action upon the terms and conditions set forth in the Stipulation of Settlement dated November 3, 2021 (the “Stipulation” or “Settlement”); and

WHEREAS, on _____, 2021, the Court entered its Order Preliminarily Approving Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the form and manner of notice to the Settlement Class of the Settlement, and said notice has been made, and the Fairness Hearing having been held; and

NOW, THEREFORE, based upon the Stipulation and all of the filings, records and proceedings herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is fair, reasonable and adequate, and upon a Fairness Hearing having been held after notice to the Settlement Class of the Settlement to determine if the Settlement is fair, reasonable, and adequate and whether the Judgment should be entered in this Action;

THE COURT HEREBY FINDS AND CONCLUDES THAT:

A. The provisions of the Stipulation, including definitions of the terms used therein, are hereby incorporated by reference as though fully set forth herein.

B. This Court has jurisdiction of the subject matter of this Action and over all of the Parties and all Settlement Class Members for purposes of the Settlement.

¹ As used herein, the term “Parties” means Plaintiff Chester County Employees Retirement Fund (“Plaintiff”), on behalf of itself and the Settlement Class (as defined below), and Defendants Alnylam Pharmaceuticals, Inc. (“Alnylam” or the “Company”), John M. Maraganore, Michael P. Mason, Dennis A. Ausiello, Michael W. Bonney, John K. Clarke, Marsha H. Fanucci, Steven M. Paul, David E.I. Pyott, Paul R. Schimmel, Amy W. Schulman, Phillip A. Sharp, Kevin P. Starr, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Barclays Capital Inc., Credit Suisse Securities (USA) LLC, Needham & Company, LLC, Piper Jaffray & Co. (n/k/a Piper Sandler & Co.), JMP Securities LLC, Chardan Capital Markets, LLC, and B. Riley FBR, Inc. n/k/a B. Riley Securities, Inc. (collectively, “Defendants”), by their respective counsel.

C. The form, content, and method of dissemination of notice given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort.

D. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of §904 of the New York Civil Practice Law and Rules (“CPLR”), due process, and all other applicable laws and rules, and it is further determined that all members of the Settlement Class (defined below) are bound by this Judgment.

E. The Court finds, pursuant to CPLR §§901 and 902, as follows, that:

(i) the Settlement Class is so numerous that joinder of all members is impracticable;

(ii) there are questions of law and fact common to the Settlement Class;

(iii) the claims of Plaintiff are typical of the claims of the Settlement Class;

(iv) Plaintiff and Plaintiff’s Counsel have fairly and adequately protected the interests of the Settlement Class;

(v) the requirements of CPLR §904 have been satisfied;

(vi) the requirements of the Supreme Court of New York – Commercial Division Rules and due process have been satisfied in connection with the Notice;

(vii) the Action is hereby finally certified (in connection with Settlement only) as a class action pursuant to CPLR §§901 and 902, on behalf of a class (the “Settlement Class”) consisting of all persons who purchased or otherwise acquired Alnylam common stock pursuant or traceable to the Company’s Registration Statement issued in connection with Alnylam’s November 14, 2017 secondary public offering. For purposes of the Settlement only, the Settlement

Class includes persons who purchased or otherwise acquired Alnylam common stock between November 14, 2017 and September 12, 2019, inclusive. Excluded from the Settlement Class are Defendants and their immediate families; the officers, directors and affiliates of Defendants during the Settlement Class Period and members of their immediate families; the legal representatives, heirs, successors, or assigns of any of the foregoing; and any entity in which any Defendant has or had a controlling interest. For avoidance of doubt, Investment Vehicles² are not excluded from the Settlement Class solely because they are, or are managed by, affiliates or subsidiaries of a Defendant. However, to the extent that any Defendant or any entity that might be deemed to be an affiliate or subsidiary thereof (i) managed or advised, and (ii) directly or indirectly held a beneficial interest in, said Investment Vehicle during the Settlement Class Period, that beneficial interest in the Investment Vehicle is excluded from the Settlement Class. Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom. [No persons or entities have requested exclusion from the Settlement Class] [Attached hereto as Exhibit 1 is a list of the persons and entities who requested exclusion from the Settlement Class and are hereby excluded from the Settlement Class]; and

(viii) Plaintiff is hereby certified as the Settlement Class Representative, and Plaintiff's Counsel is certified as Settlement Class Counsel.

F. The Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate.

(i) The Settlement was negotiated at arm's length by Plaintiff on behalf of the Settlement Class and by Defendants, all of whom were represented by highly experienced and

² "Investment Vehicle" means any investment company, separately managed account or pooled investment fund, including, but not limited to: (i) mutual fund families, exchange-traded funds, fund of funds and hedge funds in which Defendants, or any of them, have, has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but in which any Defendant alone or together with its, his or her respective affiliates is not a majority owner or does not hold a majority beneficial interest; and (ii) employee benefit plans.

skilled counsel. The case settled only after, among other things: (a) a mediation conducted by an experienced mediator who was familiar with this Action; (b) the exchange between Plaintiff and Defendants of detailed mediation statements before the mediation which highlighted the factual and legal issues in dispute; (c) Plaintiff's Counsel's extensive investigation, which included, among other things, a review of Alnylam's press releases, U.S. Securities and Exchange Commission filings, analyst reports, media reports, and other publicly disclosed reports and information about the Defendants; (d) the drafting and submission of detailed complaints; (e) motion practice directed to the complaint; and (f) completion of certain discovery. Accordingly, both the Plaintiff and Defendants were well-positioned to evaluate the settlement value of this Action. The Stipulation has been entered into in good faith and is not collusive.

(ii) If the Settlement had not been achieved, both Plaintiff and Defendants faced the expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either Plaintiff's or Defendants' arguments, but notes these arguments as evidence in support of the reasonableness of the Settlement.

G. Plaintiff and Plaintiff's Counsel have fairly and adequately represented the interest of the Settlement Class Members in connection with the Settlement.

H. Plaintiff, all Settlement Class Members, and Defendants are hereby bound by the terms of the Settlement set forth in the Stipulation.

IT IS HEREBY ORDERED THAT:

1. The Settlement on the terms set forth in the Stipulation is finally approved as fair, reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and provisions of the Stipulation. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

2. All Released Parties as defined in the Stipulation are released in accordance with, and as defined in, the Stipulation.

3. Upon the Effective Date of the Settlement, Plaintiff and all Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever waived, released, relinquished, compromised, settled, resolved, and discharged all Released Claims against the Released Parties, regardless of whether such Settlement Class Member executes and delivers a Proof of Claim.

4. Upon the Effective Date of the Settlement, each and every Settlement Class Member, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, will be permanently and forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Released Claims against the Released Parties, whether or not such Settlement Class Member executes and delivers a Proof of Claim.

5. Upon the Effective Date of the Settlement, each of the Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released and discharged Plaintiff, Plaintiff's Counsel, and each and all of the Settlement Class Members from each and every one of the Released Defendants' Claims.

6. All Settlement Class Members who have not objected to the Settlement in the manner provided in the Notice of Pendency and Proposed Settlement of Class Action ("Notice") are deemed to have waived any objections by appeal, collateral attack, or otherwise. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided pursuant thereto, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

7. All Settlement Class Members who have failed to properly submit requests for exclusion (requests to opt out) from the Settlement Class are bound by the terms and conditions of the Stipulation and this Judgment.

8. [The requests for exclusion by the persons or entities identified in Exhibit 1 to this Judgment are accepted by the Court.]

9. All other provisions of the Stipulation are incorporated into this Judgment as if fully rewritten herein.

10. Plaintiff and all Settlement Class Members are hereby barred and enjoined from instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Released Claims against any of the Released Parties.

11. Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement:

(a) Shall be offered or received against Defendants as evidence of, or evidence in support of, a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; however, Defendants may refer to it to effectuate the liability protection granted them hereunder;

(b) Shall be construed as or received in evidence as an admission, concession, or presumption against Plaintiff or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable in this Action would have exceeded the Settlement Fund;

(c) Shall be construed as evidence of, or evidence supporting, any presumption, concession or admission by any Defendant of the truth of any allegations by Plaintiff or of any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has or could have been asserted in the Action or in any other litigation or proceeding; and

(d) Shall be construed as evidence of, or evidence supporting, a presumption, concession or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceeding other than this Settlement.

(e) Notwithstanding the foregoing, Defendants, Plaintiff, Settlement Class Members and/or the Released Parties may file the Stipulation and/or this Judgment in any action that may be 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 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. The Court hereby finds and concludes that due and adequate notice was directed to all Persons and entities who are Settlement Class Members advising them of the Plan of Allocation and of their right to object thereto, and a full and fair opportunity was accorded to all Persons and entities who are Settlement Class Members to be heard with respect to the Plan of Allocation.

13. The Court hereby finds that the Plan of Allocation is fair and reasonable and the Claims Administrator is directed to administer the Settlement in accordance with the Stipulation.

14. The Court hereby finds and concludes that the formula for the calculation of the claims of Authorized Claimants, which is set forth in the Notice sent to Settlement Class Members, provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established by the Stipulation among Settlement Class Members, with due consideration having been given to administrative convenience and necessity.

15. Nothing in the Settlement restricts the ability of any Party to advocate in favor of or against the applicability of any offset to any claims asserted in any other action based on any amount paid to Authorized Claimants through the Settlement.

16. The Court hereby awards Plaintiff's Counsel attorneys' fees of ___% of the Settlement Amount, plus Plaintiff's Counsel's expenses in the amount of \$ _____, together with the interest earned thereon for the same time period and at the same rate as that earned on the Settlement Fund until paid. The Court finds that the amount of fees awarded is appropriate and that the amount of fees awarded is fair and reasonable given the contingent nature of the case and the

substantial risks of non-recovery, the time and effort involved, and the result obtained for the Settlement Class.

17. The awarded attorneys' fees and expenses and interest earned thereon shall immediately be paid to Plaintiff's Counsel from the Settlement Fund subject to the terms, conditions, and obligations of the Stipulation, which terms, conditions, and obligations are incorporated herein.

18. Plaintiff Chester County Employees Retirement Fund is awarded \$____. Such payment is appropriate considering its active participation as Plaintiff in this Action, as attested to by its declaration submitted to the Court. Such payment is to be made from the Settlement Fund.

19. In the event that the Stipulation is terminated in accordance with its terms: (i) this Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Action shall proceed as provided in the Stipulation.

20. The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of 22 N.Y.C.C.R. §130-1 and all other similar statutes.

21. Without further order of the Court, the Parties may agree in writing to such amendments, modifications, and expansions of the Stipulation and reasonable extensions of time to carry out any of the provisions of the Stipulation, provided that such amendments, modifications, expansions, and extensions do not materially alter the rights of the Settlement Class Members or the Released Parties under the Stipulation.

22. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees, interest, and expenses in the Action; and (d) all Parties hereto for the purpose of construing, enforcing, and administering the Stipulation.

DATED: _____

THE HONORABLE ROBERT R. REED, J.S.C.