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David H. Yamasaki

Chief Executive Officer/Clerk

Superior Court of CA, County of Santa Clara

Case #1-15-CV-278055 Filing #G-82900

By R. Walker, Deputy

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SANTA CLARA

13 In re PHARMACYCLICS, INC.
14 SHAREHOLDER LITIGATION

) Lead Case No. 1-15-CV-278055

) (Consolidated with Nos. 1-15-CV-278088;
1-15-CV-278215 and 1-15-CV-278260)

15 This Document Relates To:

) CLASS ACTION

16 ALL ACTIONS.

) ~~PROPOSED~~ AMENDED ORDER
PRELIMINARILY APPROVING
17 SETTLEMENT AND PROVIDING FOR
18 NOTICE

) Judge: Hon. Peter H. Kirwan

) Dept: 1

) Date Action Filed: March 13, 2015

) Settlement Hearing Date: July 8, 2016

) Settlement Hearing Time: 9:00 a.m.

1 WHEREAS, a consolidated action is pending before the Court captioned *In re Pharmacyclics,*
2 *Inc. Shareholder Litigation*, Lead Case No. 1-15-CV-28055 (collectively, the “Actions”);

3 WHEREAS, the Settling Parties having made application for an order approving the settlement
4 of the Actions, in accordance with a Stipulation of Settlement dated as of January 22, 2016 (the
5 “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for
6 a proposed settlement of the Actions and for dismissal of the Actions with prejudice upon the terms and
7 conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits
8 annexed thereto;

9 WHEREAS, on February 24, 2016, the Court issued an Order approving Plaintiffs' Unopposed
10 Motion for Preliminary Approval of Settlement and Entry of an Order for Notice;

11 WHEREAS, the Notice of Settlement of Class Action (“Notice”) has been disseminated to some
12 but not all members of the Class;

13 WHEREAS, on April 14, 2016, the Settling Parties notified the Court of the need to send an
14 amended Notice to the Class;

15 WHEREAS, the Court ordered the Settling Parties to submit an Amended Order reflecting the
16 need for an amended Notice; and

17 WHEREAS, all defined terms contained herein shall have the same meanings as set forth in the
18 Stipulation.

19 NOW, THEREFORE, IT IS HEREBY ORDERED:

20 1. Pursuant to §382 of the California Code of Civil Procedure, the Court certifies, for
21 settlement purposes only, a non-opt-out class, defined as all Persons who owned Pharmacyclics stock,
22 either of record or beneficially, at any time between and including March 4, 2015, and May 26, 2015,
23 the date of the closing of the Acquisition, including any and all of their respective successors in interest,
24 predecessors, representatives, trustees, executors, administrators, heirs, agents, assigns and transferees,
25 immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of
26 them, and each of them. Excluded from the Class are Defendants, members of the immediate family of
27 any Defendant, any entity in which a Defendant has or had a controlling interest, officers of
28 Pharmacyclics and the legal representatives, heirs, successors or assigns of any such excluded Person.

1 2. With respect to the Class, this Court finds and concludes that: (a) the members of the
2 class are so numerous that joinder of all class members in the Actions is impracticable; (b) there are
3 questions of law and fact common to the class which predominate over any individual questions; (c) the
4 claims of the Plaintiffs are typical of the claims of the Class; (d) the Plaintiffs and their counsel have
5 fairly and adequately represented and protected the interests of all of the Class Members; and (e) a class
6 action is superior to other methods for the fair and efficient adjudication of the matter. Moreover, the
7 prosecution of separate actions by individual members of the Class would create a risk of inconsistent
8 adjudications which would establish incompatible standards of conduct for Defendants, and, as a
9 practical matter, the disposition of the Actions will influence the disposition of any pending or future
10 identical cases brought by other members of the Class, and there were allegations that defendants acted
11 or refused to act on grounds generally applicable to the Class.

12 3. The Court does hereby preliminarily approve the Stipulation and the settlement set forth
13 therein, subject to further consideration at the Settlement Hearing described below.

14 4. A hearing (the "Settlement Hearing") shall be held before this Court on July 8, 2016, at
15 9:00 a.m., at the Superior Court of the State of California, County of Santa Clara, Civil Division, 191
16 North First Street, San Jose, California 95113, to determine whether the proposed settlement of the
17 Actions on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate to
18 the Class and should be approved by the Court; and whether a Judgment as provided in ¶1.9 of the
19 Stipulation should be entered herein. The Court may continue or adjourn the Settlement Hearing
20 without further notice to Members of the Class.

21 5. The Court approves, as to form and content, the Amended Notice of Settlement of Class
22 Action (the "Amended Notice") and the Postcard Notice annexed as Exhibits 1 and 2 hereto, and finds
23 that the mailing and distribution of the Amended Notice and Postcard Notice substantially in the
24 manner and form set forth in ¶¶7 and 8 of this Order meet the requirements of §382 of the California
25 Code of Civil Procedure, Rule 3.766 of the California Rules of Court, and due process, and is the best
26 notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons
27 entitled thereto.

28

1 6. Gilardi & Co. LLC ("Gilardi") is appointed to act as Notice Administrator to supervise
2 and administer the notice procedure subject to such supervision and direction of Lead Counsel or the
3 Court as may be necessary or the circumstances require as more fully set forth below. Defendants shall
4 pay all reasonable costs and expenses in providing notice to the Class, including the costs of Gilardi and
5 providing Lead Counsel or Gilardi with Pharmacyclics's relevant transfer records.

6 7. No later than seven (7) business days after the Court's entry of this Order, the Notice
7 Administrator shall cause a copy of the Notice substantially in the form annexed hereto as Exhibit 1 to
8 be mailed by first class mail to all Class Members who can be identified with reasonable effort who
9 have not yet received the Notice.

10 8. No later than seven (7) business days after the Court's entry of this Order, the Notice
11 Administrator shall cause a copy of the Postcard Notice substantially in the form annexed hereto as
12 Exhibit 2 to be mailed by first class mail to all Class Members who can be identified with reasonable
13 effort who have received the earlier version of the Notice.

14 9. At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall file
15 with the Court proof, by affidavit or declaration, of such mailing.

16 10. Nominees who held Pharmacyclics common stock for the beneficial ownership of
17 another at any time between and including March 4, 2015, and May 26, 2015, the date of the closing of
18 the Acquisition, shall mail the Notice or Postcard Notice to all such beneficial owners of such common
19 stock within ten (10) days after receipt thereof or send a list of the names and addresses of such
20 beneficial owners to the Notice Administrator with ten (10) days of receipt, in which event the Notice
21 Administrator shall promptly mail the Notice to such beneficial owners.

22 11. All Members of the Class shall be bound by all determinations and judgments in the
23 Actions concerning the settlement, whether favorable or unfavorable to the Class.

24 12. Any Class Member may enter an appearance in the Actions, at their own expense,
25 individually or through counsel of their own choice. If they do not enter an appearance, they will be
26 represented by Lead Counsel.

27 13. Pending final determination of whether the Settlement should be approved, Plaintiffs and
28 all Members of the Class, and any of them, are barred and enjoined from commencing, prosecuting,

1 continuing to prosecute, instigating or in any way participating in the commencement, prosecution or
2 continued prosecution of any action asserting any Released Claims against any Released Persons. All
3 proceedings in the Actions except for settlement-related proceedings are stayed until the settlement-
4 related proceedings are concluded.

5 14. Any Member of the Class may appear and show cause, if he, she or it has any reason
6 why the settlement of the Actions should or should not be approved as fair, reasonable and adequate, or
7 why the Judgment should or should not be entered thereon provided, however, that no Class Member
8 shall be heard or entitled to contest the approval of the terms and conditions of the proposed settlement,
9 or, if approved, the Judgment to be entered thereon approving the same unless that Person has delivered
10 by hand or sent by first class mail written objections and copies of any papers and briefs, such that they
11 are received on or before June 20, 2016, by Jeffrey D. Light, Robbins Geller Rudman & Dowd LLP,
12 655 West Broadway, Suite 1900, San Diego, CA 92101; Stephen J. Oddo, Robbins Arroyo LLP, 600 B
13 Street, Suite 1900, San Diego, CA 92101, and filed said objections, papers and briefs with the Santa
14 Clara County Superior Court, Civil Division, 191 North First Street, San Jose, California 95113, on or
15 before June 20, 2016. A Class Member who does not file a written objection may appear and object at
16 the Settlement Hearing.

17 15. All papers including memoranda or briefs in support of the settlement or attorneys' fees
18 and expenses shall be filed and served by June 6, 2016 (fourteen (14) calendar days prior to the
19 objection deadline in ¶14) and any reply papers shall be filed and served by July 1, 2016 (seven (7)
20 calendar days before the Settlement Hearing).

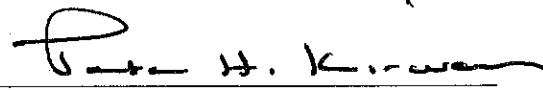
21 16. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or
22 proceedings connected with it, shall be construed as an admission or concession by Defendants of the
23 truth of any of the allegations in the Actions, or of any liability, fault, or wrongdoing of any kind.

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1 17. The Court reserves the right to adjourn the date of the Settlement Hearing without further
2 notice to the Members of the Class, and retains jurisdiction to consider all further applications arising
3 out of or connected with the proposed settlement. The Court may approve the settlement, with such
4 modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the
5 Class.

6 IT IS SO ORDERED.

7 DATED: 4/15/16



8 THE HONORABLE PETER KIRWAN
9 SUPERIOR COURT JUDGE

10 Submitted by:

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12 BRIAN J. ROBBINS
13 STEPHEN J. ODDO

14 /s/ Stephen J. Oddo

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EXHIBIT 1

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10 Co-Lead Counsel for Plaintiffs

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SANTA CLARA

13 In re PHARMACYCLICS, INC.
14 SHAREHOLDER LITIGATION

) Lead Case No. 115-CV-278055
)
) (Consolidated with Nos. 1-15-CV-278088;
) 1-15-CV-278215 and 1-15-CV-278260)

15 This Document Relates To:

16 ALL ACTIONS.

) CLASS ACTION
)
) AMENDED NOTICE OF SETTLEMENT OF
) CLASS ACTION

18 EXHIBIT 1

19 Judge: Hon. Peter H. Kirwan
20 Dept: 1
21 Date Action Filed: March 13, 2015
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1 TO: ALL PERSONS OR ENTITIES WHO OWNED PHARMACYCLICS, INC.
2 ("PHARMACYCLICS" OR THE "COMPANY") COMMON STOCK AT ANY TIME
3 BETWEEN AND INCLUDING MARCH 4, 2015, THROUGH AND INCLUDING THE
4 CONSUMMATION OF THE ACQUISITION OF PHARMACYCLICS BY ABBVIE, INC.
5 ("ABBVIE") ON MAY 26, 2015

6 PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR
7 RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION.

8 This Notice has been sent to you pursuant to an Order of the Santa Clara County Superior Court
9 (the "Court"). The purpose of this Notice is to inform you of the proposed settlement of this class
10 action litigation and of the hearing to be held by the Court to consider the fairness, reasonableness, and
11 adequacy of the settlement. The terms of the Settlement are set forth in the Stipulation of Settlement
12 dated as of January 22, 2016, which can be viewed at www.pharmacyclicsshareholderlitigation.com.
13 This Notice describes the rights you may have in connection with the settlement and what steps you
14 may take in relation to the settlement and this class action litigation.

15 This Notice is not an expression of any opinion by the Court about the merits of any of the
16 claims or defenses asserted by any party in this Action or the fairness or adequacy of the proposed
17 settlement.

18 **I. THE LITIGATION**

19 Beginning on March 13, 2015, the following class action lawsuits: *Evangelista v. Duggan, et al.*,
20 No. 115CV278055 (the "*Evangelista Action*"); *Treppel v. Duggan, et al.*, No. 115CV278088 (the
21 "*Treppel Action*"); *Wang v. Pharmacyclics, Ind., et al.*, No. 115CV278215 (the "*Wang Action*"); and
22 *Wallach v. Pharmacyclics, Inc., et al.*, No. 115CV278260 (the "*Wallach Action*") (collectively, the
23 "*Actions*"), were filed in the Superior Court of the State of California for the County of Santa Clara (the
24 "*Court*").¹ These Actions were brought on behalf of classes of stockholders of Pharmacyclics, Inc.
25 against the Company, the members of its Board of Directors, AbbVie Inc. ("Parent"), Oxford Amherst
26 Corporation, a Delaware corporation and direct wholly owned subsidiary of Parent ("Purchaser"), and
27 Oxford Amherst LLC, a Delaware limited liability company and direct wholly owned subsidiary of
28 Parent ("Merger Sub") (Merger Sub, Parent and Purchaser are collectively referred to as "AbbVie").

¹ The Actions were consolidated by the Court on January 19, 2016.

1 The Actions challenge the sale of Pharmacyclics to AbbVie pursuant to which AbbVie has
2 commenced a tender offer to acquire all of the outstanding stock of Pharmacyclics for \$261.25 per
3 share, which was first announced on March 4, 2015 (the "Acquisition").

4 On or about March 23, 2015, the Company caused to be filed with the United States Securities
5 and Exchange Commission ("SEC") a Solicitation and Recommendation Statement on Schedule 14D-9
6 (the "Recommendation Statement"), which included, *inter alia*, information concerning the background
7 of the Acquisition, the process leading to the agreement to sell Pharmacyclics to AbbVie, and the
8 financial analysis performed by the Company's financial advisor.

9 On April 1, 2015, defendants provided to plaintiffs' counsel for settlement purposes only certain
10 confidential documents that were prepared in connection with the Acquisition.

11 On April 3, 2015, counsel for plaintiff Treppel sent a letter on behalf of plaintiffs in all of the
12 Actions ("Plaintiffs") to defendants' counsel demanding disclosure of allegedly material information
13 contained in confidential documents produced by defendants (the "Treppel Demand Letter").

14 On April 9, 2015, defendants' counsel sent proposed supplemental disclosures to Plaintiffs'
15 counsel, and engaged in arm's-length negotiations over the proposed supplemental disclosures
16 thereafter.

17 Counsel for all parties to the Actions have reached an agreement providing for the settlement of
18 the Actions between and among Plaintiffs, on behalf of themselves and the Class (as defined below),
19 and all defendants named in each of the Actions ("Defendants"), on the terms and subject to the
20 conditions set forth below in this Stipulation.

21 Plaintiffs' Counsel conducted an extensive investigation regarding Plaintiffs' claims for
22 injunctive and declaratory relief. Plaintiffs' Counsel also reviewed and analyzed the documents
23 produced by Defendants in consultation with their financial expert. Counsel for Plaintiffs and counsel
24 for Defendants also engaged in arm's-length negotiations regarding a possible resolution of the Actions.
25 As a result of those negotiations, the parties entered into an agreement-in-principle to resolve the
26 Actions. Thereafter, on April 16, 2015, the parties to the Actions executed a Memorandum of
27 Understanding ("MOU"). On or about April 17, 2015, in connection with the contemplated settlement
28

1 of the Actions, Pharmacyclics issued the supplemental disclosures previously negotiated with Plaintiffs
2 on SEC Schedule 14D-9 Amendment No. 1 (the "Supplemental Disclosures").

3 Prior to entering into the Stipulation, Plaintiffs conducted substantial confirmatory analysis,
4 which included the review of additional documents produced by Defendants, and the depositions of
5 Daniel Faga from Centerview Partners LLC ("Centerview") and Mike Gaito from J.P. Morgan.
6 Centerview and J.P. Morgan each issued fairness opinions in connection with the Acquisition.

7 The settlement set forth in the Stipulation reflects the results of the parties' negotiations and the
8 terms of the MOU. An agreement-in-principle was reached only after arm's-length negotiations
9 between the parties who were all represented by counsel with extensive experience and expertise in
10 shareholder class action litigation. During the negotiations, all parties had a clear view of the strengths
11 and weaknesses of their respective claims and defenses. Plaintiffs and their counsel have concluded
12 that the additional disclosures provided Pharmacyclics shareholders with material information sufficient
13 to make an informed decision whether to vote their shares in favor of the Acquisition or seek appraisal
14 of their Pharmacyclics shares. As a result, Plaintiffs and their counsel believe that the settlement is in
15 the best interest of the Class.

16 **II. TERMS OF THE PROPOSED SETTLEMENT**

17 1. As a direct result of the prosecution of the Actions and the extensive ongoing
18 negotiations between the Settling Parties, a settlement has been reached under the following terms:

19 (a) In consideration for the full settlement and release of all Released Claims (as
20 defined in the Stipulation), Defendants disclosed the following information on a Schedule 14D-9, which
21 was filed with the SEC on or about April 17, 2015 (the "Supplemental Disclosures"):²

22 (i) the financial projections of Pharmacyclics for calendar years 2015-2028,
23 and how those projections were calculated;

24 (ii) the fairness opinion of Centerview Partners LLC ("Centerview"), one of
25 the financial advisors to the Pharmacyclics Board, including its Selected Comparable Public Company
26 Analysis, Selected Precedent Transactions Analysis, and Discounted Cash Flow Analysis; and

27 ² The entire Schedule 14D-9 is attached to the Stipulation as Exhibit C and can be viewed at www.pharmacyclicsshareholderlitigation.com.
28

1 (iii) the fairness opinion of J.P. Morgan, Pharmacyclics' financial advisor,
2 including its Public Trading Analysis Implied Equity Value for Pharmacyclics, Selected Transaction
3 Analysis, and Discounted Cash Flow Analysis.

4 (b) Pharmacyclics or its successor(s) has also agreed to pay, or cause to be paid to,
5 Plaintiffs' Counsel \$725,000, for their attorneys' fees and expenses, subject to Court approval. This
6 negotiated amount was agreed to after the MOU was executed. The settlement, however, is not
7 conditioned on the Court awarding such an amount, or any particular amount, of attorneys' fees and
8 expenses.

9 **III. REASONS FOR THE SETTLEMENT**

10 Plaintiffs and their counsel believe that the claims asserted in the Actions have merit. However,
11 Plaintiffs' Counsel recognize and acknowledge the expense and length of continued proceedings
12 necessary to prosecute the Actions against Defendants through trial and through appeals. Plaintiffs'
13 Counsel have also taken into account the uncertain outcome and the risk of any litigation, especially in
14 complex cases such as the Actions, as well as the difficulties and delays inherent in such litigation.
15 Plaintiffs' Counsel are also mindful of the inherent problems of proof and possible defenses to the
16 claims asserted in the Actions. Plaintiffs' Counsel believe that the Settlement set forth in this
17 Stipulation confers substantial benefits upon the Class. Based on their evaluation, Plaintiffs' Counsel
18 have determined that the Settlement set forth in this Stipulation is in the best interests of Plaintiffs and
19 the Class.

20 Defendants have denied and continue to deny each and all of the claims and contentions alleged
21 by the Plaintiffs in the Actions. Defendants have expressly denied and continue to deny all charges of
22 wrongdoing or liability against them as alleged in the complaints and the Actions, and specifically deny
23 any breach of fiduciary duty, or that the Acquisition materials provided to Pharmacyclics shareholders
24 were incomplete or in any way misleading, or that any additional disclosure was required under the
25 SEC rules or any applicable legal principle. Defendants do not concede that the information contained
26 in the Supplemental Disclosures is material. Defendants have also denied and continue to deny, *inter*
27 *alia*, the allegations that Plaintiffs or the Class have suffered damage or that Plaintiffs or the Class were
28 harmed by the conduct alleged in the Actions.

1 Nonetheless, Defendants have concluded that further litigation could be protracted and
2 expensive, and, to avoid the distraction, costs, and disruption of such litigation, Defendants concluded
3 that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and
4 conditions set forth in this Stipulation. Defendants have also taken into account the uncertainty and
5 risks inherent in any litigation, especially in complex cases like the Actions. Defendants have,
6 therefore, determined that it is desirable and beneficial to them that the Actions be settled in the manner
7 and upon the terms and conditions set forth in this Stipulation.

8 **IV. NOTICE OF HEARING ON PROPOSED SETTLEMENT**

9 A settlement hearing will be held on July 8, 2016, at 9:00 a.m., before the Honorable Peter
10 Kirwan, Superior Court Judge, at the Santa Clara County Superior Court, 191 North First Street, San
11 Jose, CA 95113 (the "Settlement Hearing"). The purpose of the Settlement Hearing will be to
12 determine: (a) whether the settlement should be approved as fair, reasonable and adequate; and (b)
13 whether the Judgment should be entered. The Court may adjourn or continue the Settlement Hearing
14 without further notice of any kind.

15 **V. DEFINITIONS USED IN THIS NOTICE**

16 1. "AbbVie" means AbbVie, Inc. and any of its predecessors, successors, parents,
17 subsidiaries, divisions, or affiliates.

18 2. "Acquisition" means the sale of Pharmacyclics to AbbVie pursuant to which AbbVie
19 acquired all of the outstanding stock of Pharmacyclics for \$261.25 per share.

20 3. "Class" means, for settlement purposes only, a non-opt-out class, defined as all Persons
21 who owned Pharmacyclics stock, either of record or beneficially, at any time between and including
22 March 4, 2015, and May 26, 2015, the date of the closing of the Acquisition, including any and all of
23 their respective successors in interest, predecessors, representatives, trustees, executors, administrators,
24 heirs, agents, assigns and transferees, immediate and remote, and any person or entity acting for or on
25 behalf of, or claiming under, any of them, and each of them. Excluded from the Class are Defendants,
26 members of the immediate family of any Defendant, any entity in which a Defendant has or had a
27 controlling interest, officers of Pharmacyclics and the legal representatives, heirs, successors or assigns
28 of any such excluded Person.

1 4. “Class Member” or “Member of the Class” mean a Person who falls within the definition
2 of the Class as set forth in ¶1.3 of this Stipulation.

3 5. “Defendants” means Pharmacyclics, AbbVie, Oxford, Amherst Corporation, Oxford
4 Amherst LLP, Robert W. Duggan, Eric H. Halverson, Kenneth Clark, Minesh Mehta, David D. Smith
5 and Richard A. van den Broek.

6 6. “Effective Date” means the first date by which all of the events and conditions specified
7 in ¶6.1 hereof have been met and have occurred.

8 7. “Final” means: (i) the date of final affirmance on an appeal of the Judgment, the
9 expiration of the time for a petition for or a denial of a writ of certiorari to review the Judgment and, if
10 certiorari is granted, the date of final affirmance of the Judgment following review pursuant to that
11 grant; or (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any
12 proceeding on certiorari to review the Judgment; or (iii) if no appeal is filed, the expiration date of the
13 time for the filing or noticing of any appeal from the Court’s Judgment approving the Stipulation,
14 substantially in the form of Exhibit B attached to the Stipulation.

15 8. “Individual Defendants” means Robert W. Duggan, Eric H. Halverson, Kenneth Clark,
16 Minesh Mehta, David D. Smith and Richard A. van der Broek.

17 9. “Judgment” means the judgment to be rendered by the Court, substantially in the form
18 attached as Exhibit B to the Stipulation.

19 10. “Lead Counsel” means Robbins Geller Rudman & Dowd LLP, David T. Wissbroecker,
20 655 West Broadway, Suite 1900, San Diego, CA 92101 and Robbins Arroyo LLP, Stephen J. Oddo,
21 600 B Street, Suite 1900, San Diego, CA 92101.

22 11. “Person” means an individual, corporation, partnership, limited partnership, limited
23 liability company or partnership, association, joint stock company, estate, legal representative, trust,
24 unincorporated association, government or any political subdivision or agency thereof, and any business
25 or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

26 12. “Pharmacyclics” means Pharmacyclics and any of its predecessors, successors, parents,
27 subsidiaries, divisions, or affiliates.

28 13. “Plaintiffs” means any plaintiff who appeared in the Actions.

1 14. “Plaintiffs’ Counsel” means any counsel who has appeared for any plaintiff in the
2 Actions.

3 15. “Released Claims” shall collectively mean the complete discharge, dismissal with
4 prejudice on the merits, release, bar and settlement, to the fullest extent permitted by law, of all known
5 and Unknown Claims (as defined below), demands, rights, actions, causes of action, liabilities,
6 damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues of every
7 nature and description whatsoever, whether or not concealed or hidden, contingent or absolute,
8 suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured,
9 accrued or unaccrued, apparent or unapparent, against any Released Person that have been, could have
10 been or in the future can or might be asserted in the Actions or in any other court, tribunal or other
11 proceeding by or on behalf of any of the Plaintiffs or any member of the Class, whether class,
12 individual, direct, derivative, representative, legal, equitable or any other type or in any other capacity,
13 whether arising under state, federal, foreign, statutory, common law or regulatory law (including, but
14 not limited to, the federal securities laws and any state disclosure law), that relates to, is in connection
15 with, or are based upon or otherwise concern in any manner, directly or indirectly: (i) the claims or
16 allegations in the Actions; (ii) the Acquisition, any agreements related to the Acquisition and the
17 transactions contemplated therein; (iii) any compensation, consideration or other payments made to any
18 Released Person in connection with the Acquisition; (iv) any disclosures or alleged failure to disclose,
19 with or without scienter, with respect to the Acquisition, including, but not limited to, claims or
20 allegations based upon, arising from, or related to the Schedule 14D-9, Schedule TO, related Offer to
21 Purchase, the Recommendation Statement and other tender offer documents, in each case as amended,
22 as well as the Supplemental Disclosures; and (v) any alleged aiding and abetting of the foregoing
23 (collectively, the “Settled Claims”); provided, however, that the Settled Claims shall not include the
24 right of the Plaintiffs or any members of the Class to enforce in the Court the terms of the Stipulation or
25 any properly perfected claims for appraisal in connection with the Acquisition, provided such an
26 appraisal right is otherwise available to them under 8 Del. Code §262.

27 16. “Released Persons” shall collectively mean any Defendant and any Defendant’s
28 respective past, present and future predecessors, successors-in-interest, parents, subsidiaries, controlling

1 persons, partners, members, stockholders, affiliates, funds, representatives, agents, trustees, insurers,
2 executors, heirs, spouses, marital communities, families, assigns or transferees and any past, present and
3 future person or entity acting for or on behalf of any of them and each of them, and each and all of their
4 past, present and future predecessors, successors-in-interest, parents, subsidiaries, partners, members,
5 stockholders, affiliates, funds, representatives, agents, trustees, insurers, executors, heirs, spouses,
6 marital communities, families, assigns or transferees and any person or entity acting for or on behalf of
7 any of them and each of them (including, without limitation, any investment bankers, accountants,
8 insurers, reinsurers or attorneys and any past, present or future officers, directors, employees and
9 stockholders of any of them).

10 17. "Settling Parties" means, collectively, each of the Defendants and the Plaintiffs on behalf
11 of themselves and the Members of the Class.

12 18. "Unknown Claims" means any claim, cause of action, damage or harm with respect to
13 the Released Claims which Plaintiffs and/or Class Members do not know or suspect to exist at the time
14 of the release of the Released Persons which, if known by him, her or it, might have affected his, her or
15 its settlement with and release of the Released Persons, or might have affected his, her or its decision
16 not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties
17 stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly, and each of the Class
18 Members shall be deemed to have, and by operation of the Judgment shall have, waived and
19 relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California
20 Civil Code §1542, which provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
22 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
23 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
24 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
25 THE DEBTOR.

24 Upon the Effective Date, Plaintiffs and each of the Class Members shall be deemed to have, and by
25 operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits
26 conferred by any law of any state or territory of the United States, any federal law or regulation, or any
27 principle of common law or international or foreign law, which is similar, comparable or equivalent to
28 California Civil Code §1542. Plaintiffs and Class Members may hereafter discover facts in addition to

1 or different from those which he, she or it now knows or believes to be true with respect to the subject
2 matter of the Released Claims, but Plaintiffs shall expressly have and each Class Member, upon the
3 Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and
4 forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected,
5 contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have
6 existed, upon any theory of law or equity now existing or coming into existence in the future, including,
7 but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any
8 duty, law or rule, without regard to the subsequent discovery or existence of such different or additional
9 facts. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the
10 Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material
11 element of the Settlement of which this release is a part.

12 **VI. ORDER CERTIFYING A CLASS FOR PURPOSES OF SETTLEMENT**

13 On February 24, 2016, the Court certified the Class for purposes of settlement as defined above.

14 **VII. DISMISSAL AND RELEASES**

15 If the proposed settlement is approved, the Court will enter the Judgment. The Judgment will
16 release the Released Claims as to the Released Persons.

17 The Judgment will provide that all Class Members shall be deemed to have released and forever
18 discharged all Released Claims against all Released Persons, and will be barred from asserting any of
19 the Released Claims in the future, unless the settlement is canceled or terminated pursuant to the terms
20 of the Stipulation.

21 **VIII. CONDITIONS FOR SETTLEMENT**

22 The settlement is conditioned upon the occurrence of certain events. Those events include,
23 among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2)
24 expiration of the time to appeal from or alter or amend the Judgment. If, for any reason, any one of the
25 conditions described in the Stipulation is not met, the Stipulation might be terminated and, if
26 terminated, will become null and void, and the parties to the Stipulation will be restored to their
27 respective positions prior to the settlement.

28

1 **IX. THE RIGHT TO BE HEARD AT THE HEARING**

2 Any Class Member may, but is not required to, enter an appearance in the Action and be
3 represented by counsel of his, her or its choice and at his, her or its expense. Any Class Member who
4 does not enter an appearance will be represented by the attorneys for the Plaintiffs listed below. Any
5 Class Member who objects to any aspect of the settlement including the award of attorneys' fees and
6 expenses must either appear and be heard at the Settlement Hearing *or* submit a written notice of
7 objection, mailed or hand delivered such that it is *filed* on or before June 20, 2016, with the:

8 CLERK OF THE COURT
9 Superior Court of California
10 County of Santa Clara
11 191 North First Street
12 San Jose, CA 95113

13 The written notice of objection must also be received no later than June 20, 2016, by the
14 following counsel:

15 ROBBINS GELLER RUDMAN
16 & DOWD LLP
17 JEFFREY D. LIGHT
18 655 West Broadway, Suite 1900
19 San Diego, CA 92101

20 ROBBINS ARROYO LLP
21 STEPHEN J. ODDO
22 600 B Street, Suite 1900
23 San Diego, CA 92101

24 Counsel for Plaintiffs

25 The notice of objection must demonstrate the objecting Person's membership in the Class, and contain a
26 statement of the reasons for objection. A Class Member who *does not* file a written objection may
27 appear and object at the Settlement Hearing.

28 **X. NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP
ON BEHALF OF OTHERS**

If you hold or held any Pharmacyclics common stock at any time between and including March
4, 2015 and including May 26, 2015, the date of the closing of the Acquisition, as nominee for a
beneficial owner, then, within ten (10) calendar days after you receive this Notice, you must either:

1 (1) send a copy of this Notice by first class mail to all such Persons; or (2) provide a list of the names
2 and addresses of such Persons to the Notice Administrator:

3 *Pharmacyclics Shareholder Litigation*
4 Notice Administrator
5 c/o Gilardi & Co. LLC
6 P.O. Box 40008
7 College Station, TX 77842-4008

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

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

16 **XI. EXAMINATION OF PAPERS**

17 This Notice is a summary and does not describe all of the details of the Stipulation. For full
18 details of the matters discussed in this Notice, you may desire to review the Stipulation filed with the
19 Court, which may be inspected during business hours, at the office of the Clerk of the Court, Santa
20 Clara County Superior Court, 191 North First Street, San Jose, CA 95113.

21 For further information regarding this settlement you may contact: Robbins Geller Rudman &
22 Dowd LLP, c/o Shareholder Relations, 655 West Broadway, Suite 1900, San Diego, California 92101,
23 Telephone: 800-449-4900 or you may view the Stipulation and all of its exhibits on [www.
24 pharmacyclicsshareholderlitigation.com](http://www.pharmacyclicsshareholderlitigation.com).

25 **DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE REGARDING THIS
26 NOTICE.**

27 DATED: _____

28 BY ORDER OF THE COURT
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

EXHIBIT 2

Gilardi & Co. LLC is the Court-appointed Notice Administrator for the settlement reached in the consolidated class action lawsuit *In re Pharmacyclics, Inc. Shareholder Litigation*, No. 1-15-CV-278055, pending in the Superior Court of the State of California, County of Santa Clara. A copy of the Notice of Settlement of Class Action (the "Notice") for this settlement was mailed to the name and address printed on the front of this postcard.

WHY DID YOU GET THIS NOTICE? The initial notice dated February 24, 2016, contained a description of the Supplemental Disclosures obtained as a result of the settlement in Section II of the Notice; that description has been amended. The Supplemental Disclosures that were obtained as a result of the Settlement are described below and were disclosed by Defendants on a Schedule 14D-9, which was filed with the U.S. Securities and Exchange Commission on or about April 17, 2015:¹ (i) the financial projections of Pharmacyclics for the calendar years 2015-2025, and how those projections were calculated; (ii) the fairness opinion of Centerview Partners LLC, one of the financial advisors to the Pharmacyclics Board, including its Selected Comparable Public Company Analysis, Selected Precedent Transactions Analysis, and Discounted Cash Flow Analysis; and (iii) the fairness opinion of J.P. Morgan, Pharmacyclics' financial advisor, including its Public Trading Analysis Implied Equity Value for Pharmacyclics, Selected Transaction Analysis, and Discounted Cash Flow Analysis.

THE DATE FOR FILING A WRITTEN OBJECTION. The date for filing and submitting written objections to any aspect of the Settlement has been extended until June 20, 2016. Written objections must be filed and submitted in accordance with the requirements outlined in Section IX of the Notice.

¹ The Schedule 14D-9 is attached to the Stipulation of Settlement dated as of January 22, 2016, as Exhibit C and can be viewed at www.pharmacyclicsshareholderlitigation.com.

THE RESCHEDULED DATE FOR THE SETTLEMENT HEARING: The date and time of the Settlement Hearing has been continued from June 3, 2016 at 9:00 a.m. to July 8, 2016, at 9:00 a.m.

ADDITIONAL INFORMATION: If you have any questions or require further information please contact the Notice Administrator at (844) 899-6217 or a representative of Plaintiffs' Counsel at Robbins Geller Rudman & Dowd LLP, c/o Shareholder Relations, 655 West Broadway, Suite 1900, San Diego, California 92101, Telephone: (800) 449-4900. If you wish to review the Notice or other case related documents, please go to www.pharmacylicsshareholderlitigation.com.