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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

KURT ZIEGLER and DANIEL BRADY,  
Individually and on Behalf of All Others  
Similarly Situated,

CASE NO. 3:21-CV-01019-BAS-MSB

Plaintiff,

v.

GW PHARMACEUTICALS, PLC,  
JUSTIN GOVER, GEOFFREY GUY,  
CABOT BROWN, DAVID GRYSKA,  
CATHERINE MACKAY, JAMES  
NOBLE, ALICIA SECOR, and LORD  
WILLIAM WALDEGRAVE,

Defendants.

**[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH  
PREJUDICE**

EXHIBIT B

1 This matter came before the Court for hearing pursuant to the Order  
2 Preliminarily Approving Settlement and Providing for Notice (“Preliminary  
3 Approval Order”) dated \_\_\_\_\_, 2023, on the application of the Parties for  
4 approval of the Settlement set forth in the Stipulation of Settlement dated March 16,  
5 2023 (the “Stipulation”).

6 WHEREAS, this Order of Dismissal is “with prejudice”;

7 WHEREAS, due and adequate notice having been given to the Settlement  
8 Class as required in the Preliminary Approval Order;

9 WHEREAS, the Court conducted a hearing on \_\_\_\_\_, 2023, to  
10 consider, among other things, (i) whether the terms and conditions of the Settlement  
11 are fair, reasonable and adequate and should therefore be approved; and (ii) whether  
12 a judgment should be entered dismissing the Litigation with prejudice as against the  
13 Defendants;

14 WHEREAS, the Court having considered all papers filed and proceedings  
15 herein and otherwise being fully informed in the premises and good cause appearing  
16 therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

17 1. This Final Judgment and Order of Dismissal with Prejudice (“Order and  
18 Final Judgment” or “Judgment”) incorporates by reference the definitions in the  
19 Stipulation, and all terms used herein shall have the same meanings as set forth in  
20 the Stipulation, unless otherwise set forth herein.

21 2. This Court has jurisdiction over the subject matter of the Litigation and  
22 over all Parties to the Litigation, including all Settlement Class Members.

23 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court  
24 hereby affirms its determinations in the Preliminary Approval Order and finally  
25 certifies for purposes of settlement only: (i) a Settlement Class defined as all record  
26 holders and all beneficial holders of GW Pharmaceuticals, PLC (“GW”) American  
27 Depository Shares (“ADSs”) who purchased, sold, or held such ADSs at any time

1 during the period from and including March 10, 2021, the record date for voting on  
2 the Merger, through and including May 5, 2021, the date the Merger closed,  
3 including any and all of their respective predecessors, successors, trustees, executors,  
4 administrators, estates, legal representatives, heirs, assigns and transferees; (ii)  
5 Monteverde & Associates PC and Kahn Swick & Foti, LLC are certified as Lead  
6 Counsel; and (iii) Lead Plaintiffs are certified as the class representatives. Excluded  
7 from the Settlement Class are (i) GW; (ii), Geoffrey W. Guy, Justin Gover, Cabot  
8 Brown, David Gryska, Catherine Mackey, James Noble, Alicia Secor, and Lord  
9 William Waldegrave (the “Individual Defendants,” and, together with GW,  
10 “Defendants”); (iii) members of the immediate families of each Defendant; (iv)  
11 GW’s subsidiaries and affiliates; (v) any entity in which any Defendant has a  
12 controlling interest; (vi) the legal representatives, heirs, successors, administrators,  
13 executors, and assigns of each Defendant, in their capacity as such; and (vii) any  
14 Persons or entities who properly exclude themselves by filing a valid and timely  
15 request for exclusion.

16 4. For purposes of settlement only, the Court hereby affirms its  
17 determinations in the Preliminary Approval Order and finds that the prerequisites  
18 for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil  
19 Procedure have been satisfied in that: (a) Settlement Class Members are so numerous  
20 that joinder of all Settlement Class Members in the class action is impracticable; (b)  
21 there are questions of law and fact common to the Settlement Class which  
22 predominate over any individual question; (c) the claims of Lead Plaintiffs are  
23 typical of the claims of the Settlement Class; (d) Lead Plaintiffs and their counsel  
24 have fairly and adequately represented and protected the interests of the Settlement  
25 Class Members; and (e) a class action is superior to other available methods for the  
26 fair and efficient adjudication of the controversy, considering: (i) the interests of the  
27 Settlement Class Members in individually controlling the prosecution of the separate

1 actions, (ii) the extent and nature of any litigation concerning the controversy already  
2 commenced by Settlement Class Members, (iii) the desirability or undesirability of  
3 concentrating the litigation of these claims in this particular forum, and (iv) the  
4 difficulties likely to be encountered in the management of the class action.

5 5. Pursuant to Federal Rule of Civil Procedure 23, this Court hereby  
6 approves the Settlement set forth in the Stipulation and finds that said Settlement is,  
7 in all respects, fair, reasonable, and adequate to the Settlement Class.

8 6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court  
9 finds that the Settlement is fair, reasonable, and adequate as to each of the Parties,  
10 and that the Settlement set forth in the Stipulation is hereby finally approved in all  
11 respects, and the Parties are hereby directed to perform its terms.

12 7. Accordingly, the Court authorizes and directs implementation of the  
13 terms and provisions of the Stipulation, as well as the terms and provisions hereof.  
14 The Court hereby dismisses with prejudice and without costs, the Litigation and all  
15 claims contained therein and the Released Claims, defined as any and all claims,  
16 rights and causes of action, duties, obligations, demands, actions, debts, sums of  
17 money, suits, contracts, agreements, promises, damages and liabilities, whether  
18 known or unknown, contingent or non-contingent, derivative or direct, or suspected  
19 or unsuspected, including any claims arising under federal or state statutory or  
20 common law or any other law, rule or regulation, whether foreign or domestic, that  
21 have been asserted, could have been asserted, or could be asserted in the future  
22 against Defendants or Jazz Pharmaceuticals plc, and any and all of their related  
23 parties, including, without limitation, any and all of their current or former parents,  
24 subsidiaries, affiliates, predecessors, or successors, and each of their respective  
25 current or former officers, directors, trustees, partners, members, contractors,  
26 auditors, principals, agents, managing agents, employees, associates, attorneys,  
27 advisors, financial advisors, publicists, accountants, investment bankers,

1 underwriters, insurers, and reinsurers in their capacities as such, as well as each of  
2 the Individual Defendants' immediate family members, heirs, executors, personal or  
3 legal representatives, estates, beneficiaries, predecessors, successors and assigns  
4 (collectively, "Defendants' Released Persons"), that arise out of or relate in any way  
5 to: (i) the Action, including the claims in the Action and any acts, facts, events,  
6 disclosures, or omissions alleged or referenced therein; (ii) any duties, fiduciary or  
7 otherwise, of Defendants' Released Persons arising from or related to the  
8 Acquisition; (iii) GW ADSs, if the claims arise from or relate to the Acquisition; or  
9 (iv) any other claims concerning the Acquisition. Notwithstanding the  
10 aforementioned, the following claims are explicitly excluded: all claims (1) related  
11 to the enforcement of this Settlement, and (2) between Defendants' Released Persons  
12 and their respective insurers.

13 8. Upon the Effective Date hereof, and as provided in the Stipulation,  
14 without further action by anyone, Lead Plaintiffs, on behalf of themselves and all  
15 Settlement Class Members (other than those listed on Exhibit \_\_ hereto), in his, her or  
16 its capacity as a purchaser, seller or holder of GW ADSs, and anyone claiming through  
17 or on behalf of any of them, shall be deemed to have, and by operation of this Order  
18 and Final Judgment, shall have, fully, finally, and forever resolved, discharged,  
19 relinquished, released, waived, settled, and dismissed with prejudice any and all of the  
20 Released Claims (including, without limitation, Unknown Claims) against Defendants  
21 and each and all of Defendants' Released Persons, regardless of whether a Settlement  
22 Class Member executes and delivers a Proof of Claim and Release.

23 9. Upon the Effective Date hereof, and as provided in the Stipulation,  
24 without further action by anyone, Defendants shall be deemed to have, and by  
25 operation of this Order and Final Judgment shall have, fully, finally, and forever  
26 released, relinquished, and discharged Lead Plaintiffs and Plaintiffs' Counsel from all  
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1 Defendants' Released Claims (including, without limitation, Unknown Claims), and  
2 shall forever be enjoined from prosecuting such claims.

3 10. Upon the Effective Date hereof, and as provided in the Stipulation,  
4 without further action by anyone, Lead Plaintiffs, on behalf of themselves and all  
5 Settlement Class Members (other than those listed on Exhibit \_\_ hereto), in his, her or  
6 its capacity as a purchaser, seller or holder of GW ADSs, and anyone claiming through  
7 or on behalf of any of them, shall be forever barred and enjoined from commencing,  
8 instituting, asserting, maintaining, enforcing, aiding, prosecuting, or continuing to  
9 prosecute any action or proceeding in any forum (including, but not limited to, any  
10 state or federal court of law or equity, any arbitral forum, any tribunal, administrative  
11 forum, or the court of any foreign jurisdiction, or any other forum of any kind), any  
12 and all of the Released Claims (including, without limitation, Unknown Claims),  
13 against Defendants and each and all of Defendants' Released Persons, regardless of  
14 whether such Settlement Class Member executes and delivers a Proof of Claim and  
15 Release.

16 11. Upon the Effective Date hereof, and as provided in the Stipulation,  
17 without further action by anyone, Lead Plaintiffs, on behalf of themselves and each  
18 and every Settlement Class Member, in his, her or its capacity as a purchaser, seller  
19 or holder of GW ADSs, and anyone claiming through or on behalf of any of them,  
20 shall covenant or be deemed to have covenanted not to sue any of Defendants and  
21 Defendants' Released Persons with respect to any and all Released Claims  
22 (including, without limitation, Unknown Claims).

23 12. In accordance with the PSLRA as codified at 15 U.S.C. § 78u-  
24 4(f)(7)(A), (a) all obligations to any Settlement Class Member of any Defendant  
25 arising out of the Litigation are discharged, and (b) any and all claims for  
26 contribution arising out of the Litigation or any of the Released Claims (i) by any  
27 person or entity against any of the Defendants' Released Persons, and (ii) by any of

1 the Defendants against any person or entity, other than as set out in 15 U.S.C. § 78u-  
2 4(f)(7)(A)(ii), are hereby permanently barred, extinguished, discharged, satisfied  
3 and unenforceable.

4 13. The terms of the Stipulation and of this Order and Final Judgment shall  
5 be forever binding on Lead Plaintiffs, all other Settlement Class Members  
6 (regardless of whether or not any individual Settlement Class Member submits a  
7 Proof of Claim and Release or seeks or obtains a distribution from the Net Settlement  
8 Fund), and Defendants, as well as their respective, heirs, executors, administrators,  
9 predecessors, successors, and assigns.

10 14. The Escrow Agent shall maintain the Settlement Fund in accordance  
11 with the requirements set forth in the Stipulation. Defendants and Defendants  
12 Released Persons shall have no liability, obligation, or responsibility whatsoever for  
13 the administration of the Settlement or disbursement of the Net Settlement Fund.

14 15. The Notice of Pendency and Proposed Settlement of Class Action given  
15 to the Settlement Class (a) was implemented in accordance with the Preliminary  
16 Approval Order entered on \_\_\_\_\_, 2023 (b) was the best notice practicable  
17 under the circumstances, to all Persons entitled to such notice, of those proceedings  
18 and of the matters set forth therein, including the proposed Settlement set forth in  
19 the Stipulation, (c) was reasonably calculated under the circumstances to apprise  
20 Settlement Class Members of (i) the pendency of the Litigation: (ii) the effect of the  
21 proposed Settlement (including the releases contained therein); and (iii) their right  
22 to object to any aspect of the proposed Settlement, exclude themselves from the  
23 Settlement Class, and/or appear at the Final Approval Hearing; (d) was reasonable  
24 and constituted due, adequate, and sufficient notice to all persons and entities entitled  
25 to receive notice of the proposed Settlement; and (e) fully satisfied the requirements  
26 of Federal Rule of Civil Procedure 23, the requirements of due process, the  
27 requirements of the PSLRA, and all other applicable law and rules.

1           16. Separate orders shall be entered regarding the proposed Plan of  
2 Allocation and Lead Counsel's motion for attorneys' fees and expenses as allowed  
3 by the Court. Any plan of allocation submitted by Lead Counsel or any order entered  
4 regarding any attorneys' fee and expense application shall in no way disturb or affect  
5 this Judgment and shall be considered separate from this Judgment.

6           17. Neither this Order and Final Judgment, the Stipulation, the  
7 Supplemental Agreement, nor any of their terms or provisions, nor any of the  
8 negotiations, discussions, proceedings connected thereto, nor any act performed on  
9 document executed pursuant to or in furtherance of the Stipulation or the Settlement:  
10 (a) is or may be deemed to be or may be used as an admission of, or evidence of, the  
11 validity of any of the allegations in the Litigation or of the validity of any Released  
12 Claim, or of any wrongdoing or liability of any Defendants or Defendants' Released  
13 Persons; or (b) is, or shall be deemed to be, or shall be used as an admission of any  
14 fault or omission of any Defendants or Defendants' Released Person in any  
15 statement, release, or written documents issued, filed, or made; or (c) is or may be  
16 deemed to be or may be used as an admission of, or evidence of, any fault, liability,  
17 wrongdoing, negligence, or omission of any Defendants or Defendants' Released  
18 Persons in any civil, criminal, or administrative proceeding in any court, arbitration  
19 proceeding, administrative agency, or forum or tribunal in which any Defendants or  
20 Defendants' Released Persons are or become parties; or (d) is or may be deemed to  
21 be or may be used as an admission or evidence that any claims asserted by Lead  
22 Plaintiffs were not valid or that the amount recoverable was not greater than the  
23 Settlement Amount, in any civil, criminal, or administrative proceeding in any court,  
24 administrative agency, or other tribunal. Defendants, Defendants' Released Persons,  
25 Lead Plaintiffs, Class Members, and their respective counsel may file the Stipulation  
26 and/or this Judgment in any action that may be brought against them in order to  
27 support a defense or counterclaim based on principles of res judicata, collateral



1 estoppel, release, good faith settlement, judgment bar or reduction or any other  
2 theory of claim preclusion or issue preclusion or similar defense or counterclaim.  
3 The Parties may file the Stipulation and/or this Judgment in any proceedings that  
4 may be necessary to consummate or enforce the Stipulation, the Settlement, or the  
5 Judgment.

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

13 19. The Court finds that during the course of the Litigation, the Parties and  
14 their respective counsel at all times complied with the requirements of Federal Rule  
15 of Civil Procedure 11.

16 20. In the event that the Settlement does not become effective in accordance  
17 with the terms of the Stipulation, or the Effective Date does not occur, or in the event  
18 that the Settlement Fund, or any portion thereof, is returned to the Defendants as  
19 required under the terms of the Stipulation, then this Judgment shall be rendered null  
20 and void to the extent provided by and in accordance with the Stipulation and shall  
21 be vacated and, in such event, all orders entered and releases delivered in connection  
22 herewith shall be null and void to the extent provided by and in accordance with the  
23 Stipulation.

24 21. Without further approval from the Court, the parties are hereby authorized  
25 to agree and to adopt such amendments or modifications of the Stipulation or any  
26 exhibits attached thereto to effectuate the Settlement that: (i) are not materially  
27 inconsistent with this Order and Final Judgment; and (ii) do not materially limit the

1 rights of Settlement Class Members in connection with the Settlement. Without further  
2 order of the Court, the Parties may agree to reasonable extensions of time to carry out  
3 any of the provisions of the Stipulation.

4 22. The Court directs immediate entry of this Judgment by the Clerk of the  
5 Court.

6 IT IS SO ORDERED.

7 DATED: \_\_\_\_\_

8 THE HONORABLE CYNTHIA A. BASHANT  
9 UNITED STATES DISTRICT JUDGE

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