

SETTLEMENT AGREEMENT

Parties

This Agreement is entered by and between the United States of America, acting through the United States Department of Justice, and Michael Bawduniak (“the Relator”) (hereafter collectively referred to as “the Parties”). As a preamble to this Agreement, the United States and the Relator state:

Preamble

WHEREAS, a complaint has been filed by the Relator on behalf of the United States, pursuant to 31 U.S.C. § 3730, in the U.S. District Court for the District of Massachusetts, captioned *United States ex rel. Bawduniak v. Biogen Idec, Inc.*, Civil Action No. No. 12-10601-IT, which complaint was subsequently amended on July 11, 2013 and June 15, 2016, (“the Action”);

WHEREAS, on July 1, 2015, the United States filed a notice of election of non-intervention in the Action;

WHEREAS, Relator and the defendant named in the Action, Biogen, Inc., entered into a Stipulation and Order of Settlement on September 23, 2022 (“Biogen Settlement Agreement”) resolving, among other matters, the allegations in the Action;

WHEREAS, under the terms of the Biogen Settlement Agreement, Biogen has agreed to pay the United States \$843,805,187 (“Federal Settlement Amount”);

WHEREAS, the United States and the Relator mutually desire to make a full, complete, and final settlement of Relator’s share of the Federal Settlement Amount pursuant to 31 U.S.C. § 3730(d)(1).

ACCORDINGLY, in reliance upon the representations contained herein and in consideration of the mutual promises, covenants and obligations in this Agreement and the resolution of the claims set forth below, and for good and valuable consideration, receipt of which is by each acknowledged, the United States and the Relator agree as follows:

Terms and Conditions

1. The United States agrees that Relator shall be awarded a share of \$250,000,000 of the Federal Settlement Amount paid by Biogen. The United States will make this payment within a reasonable time after the United States' receipt of the settlement payment made by Biogen. The obligation to make this payment to the Relator is expressly conditioned on the receipt by the United States of the payment by Biogen under the Biogen Settlement Agreement. Should Biogen fail to make any payment required by that Agreement, the United States shall have no obligation to make a payment to the Relator.

2. Relator agrees that this settlement is fair, adequate, and reasonable under all circumstances, and will not challenge the settlement pursuant to 31 U.S.C. § 3730(c)(2)(B), and expressly waives the opportunity for a hearing on any such objection, pursuant to 31 U.S.C. § 3730(c)(2)(B).

3. Conditioned upon Relator's receipt of the payment described in Paragraph 1, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31

U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

4. This Agreement does not address any claims Relator may have against Biogen under 31 U.S.C. § 3730(d)(2), including any claims Relator may have against Biogen regarding attorneys' fees.

5. The United States and the Relator agree that, if the Settlement Agreement between the United States and Biogen is held by a court not to be "fair, adequate, and reasonable," as required under 31 U.S.C. § 3730(c)(2)(B), or if the Complaint is not dismissed with prejudice, this Settlement Agreement is null and void.

6. This Agreement, is binding on Relator's successors, transferees and assigns.

7. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

8. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

9. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

10. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

11. This Agreement is effective on the date of signature of the last signatory to the Agreement.

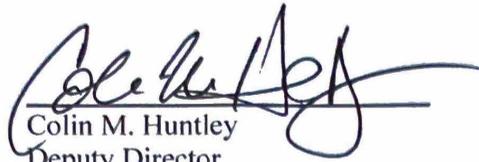
12. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

In Witness Whereof, the Parties, through their duly authorized representatives, hereunder set their hands.

[SIGNATURE PAGES FOLLOW]

ON BEHALF OF THE UNITED STATES OF AMERICA

Dated: 9/26/2022



Colin M. Huntley
Deputy Director
Commercial Litigation Branch
Civil Division
U.S. Department of Justice



Digitally signed by EVAN
PANICH
Date: 2022.09.25
19:45:23 -04'00'

Evan Panich
Assistant U.S. Attorney
United States Attorney's Office for the
District of Massachusetts

ON BEHALF OF THE RELATOR

Dated: _____

Michael Bawduniak

Dated: _____

Thomas M. Greene
Michael A. Tabb
Greene LLP
Counsel for Michael Bawduniak

ON BEHALF OF THE UNITED STATES OF AMERICA

Dated: _____

Colin M. Huntley
Deputy Director
Commercial Litigation Branch
Civil Division
U.S. Department of Justice

Evan Panich
Assistant U.S. Attorney
United States Attorney's Office for the
District of Massachusetts

ON BEHALF OF THE RELATOR

Dated: 9-23-2022


Michael Bawduniak

Dated: 9/23/2022


Thomas M. Greene
Michael A. Tabb
Greene LLP
Counsel for Michael Bawduniak