



Exhibit A

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GENENTECH, INC. : CONSOLIDATED
SHAREHOLDERS LITIGATION : CIVIL ACTION NO. 3911-VCS

SCHEDULING ORDER

The parties to the above-captioned action (the “Action”) having applied pursuant to Delaware Court of Chancery Rule 23(e) for an order approving the proposed settlement of the Action in accordance with the Stipulation and Agreement of Compromise, Settlement, and Release entered into by the parties on March 23, 2009 (the “Stipulation”), and for dismissal of the Action on the merits with prejudice upon the terms and conditions set forth in the Stipulation (the “Settlement”); the Stipulation contemplating certification by this Court of a class in the Action, solely for the purposes of settlement; and the Court having read and considered the Stipulation and accompanying documents; and all parties having consented to the entry of this Order,

NOW, THEREFORE, this ____ day of _____, 2009, upon application of the parties, **IT IS HEREBY ORDERED** that:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.
2. Solely for purposes of the Settlement, the Action below shall be preliminarily maintained as a non-opt-out class action, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of a class consisting of all record holders and beneficial owners of Genentech common stock at any time during the period beginning on and including July 21, 2008 through and including the date of the consummation of the Merger, including any and all of

their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns, or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, and excluding the Defendants, members of the immediate family of any individual Defendant, any entity in which a Defendant has or had a controlling interest, officers of Defendants and the legal representatives, agents, executors, heirs, successors, or assigns of any such excluded person (the “Class”). The Court preliminarily certifies the Co-Lead Plaintiffs as Class representatives. The law firms of Grant & Eisenhofer P.A., Chimicles & Tikellis LLP, and Barroway Topaz Kessler Meltzer & Check, LLP are preliminarily certified as the Co-Lead Plaintiffs’ co-lead counsel (collectively, “Co-Lead Counsel”).

3. A hearing (the “Settlement Hearing”) shall be held on _____, 2009 at _____ .m., in the Court of Chancery, New Castle County Courthouse, 500 King Street, Wilmington, Delaware 19801 to:

- a. determine whether the temporary certification herein should be made final;
- b. determine whether the Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class;
- c. determine whether an Order and Final Judgment should be entered pursuant to the Stipulation;
- d. hear and determine any objections to the Settlement or the application of Co-Lead Counsel for an award of attorneys’ fees and expenses;
- e. consider the application of Co-Lead Counsel for an award of attorneys’ fees and expenses; and
- f. rule on such other matters as the Court may deem appropriate.

4. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.

5. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the parties to the Stipulation and without further notice to the Class.

6. At least forty-five (45) days prior to the Settlement Hearing, Roche (or the Company, following consummation of the Merger) shall cause a Notice of Pendency of Class Action, Proposed Class Action Determination, Proposed Settlement of Class Action and Settlement Hearing, and Right to Appear (the "Notice"), substantially in the form annexed as Exhibit B to the Stipulation, to be mailed by United States mail, postage pre-paid, to all members of the Class at their last known address appearing in the stock transfer records maintained by or on behalf of the Company. All record holders in the Class who were not also the beneficial owners of the shares of the Company's common stock held by them of record are requested to forward the Notice to the Class to such beneficial owners of those shares. Roche (or the Company, following consummation of the Merger) shall use reasonable efforts to give notice to such beneficial owners by (a) making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests copies for distribution to beneficial owners, or (b) mailing additional copies of the Notice to beneficial owners as reasonably requested by record holders who provide names and addresses for such beneficial holders. Roche (or the

Company, following consummation of the Merger), on behalf of all Defendants, shall be responsible for and shall pay all costs and expenses incurred in providing such Notice to the members of the Class.

7. The form and method of notice specified herein is the best notice practicable and shall constitute due and sufficient notice of the Settlement Hearing to all persons entitled to receive such a notice, and fully satisfies the requirements of due process, Delaware Court of Chancery Rule 23, and applicable law. Counsel for Roche (or the Company, following consummation of the Merger) shall, at least ten (10) days prior to the date of the Settlement Hearing directed herein, file with the Court of Chancery proof of mailing of the Notice.

8. Confirmatory discovery of Roche and the Special Committee, as agreed to by such parties and as set forth in the Stipulation, shall be concluded by Co-Lead Counsel and counsel for Defendants on or before the date on which the Notice is disseminated to Genentech stockholders.

9. 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 this Court. Pending final determination of whether the Settlement should be approved, Co-Lead Plaintiffs, Co-Lead Counsel, and all members of the Class, and each of them, and any of their respective representatives, trustees, successors, heirs and assigns are barred and enjoined from commencing, prosecuting, assisting, instigating, continuing, or in any way participating in the commencement or prosecution of any action, whether directly, representatively, derivatively, or in any other capacity, asserting any claims that are, or relate in

any way to, the Released Claims against any Released Persons.

10. Any Class member who objects to the Settlement, the Order and Final Judgment to be entered in the Action, and/or Co-Lead Plaintiffs and Co-Lead Counsel's application for attorneys' fees, or who otherwise wishes to be heard, may appear in person or by his or her attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person other than Co-Lead Counsel and counsel for the Defendants in the Action shall be heard and no papers, briefs, pleadings, or other documents submitted by any Class member shall be considered by the Court unless, not later than ten (10) calendar days prior to the Settlement Hearing directed herein (a) a written notice of intention to appear; (b) proof of membership in the Class; (c) a detailed statement of the Class member's objections to any matters before the Court; and (d) the grounds therefor or the reasons why such Class member desires to appear and be heard, as well as all documents or writings such person desires the Court to consider, shall be filed by such person with the Court of Chancery and, on or before such filing, shall be served by hand or overnight mail on the following counsel of record:

Robert J. Kriner, Jr.
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11. Any Class member who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding.

12. The Stipulation and any negotiations, statements, or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption, concession, or admission by any Released Person or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that Co-Lead Plaintiffs or Co-Lead Counsel, the Class, or any present or former stockholders of the Company, or any other person, has suffered any damage attributable in any manner to any Released Person. The existence of the Stipulation, its contents, and any negotiations, statements, or proceedings in

connection therewith, shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement. Notwithstanding the foregoing, any of the Released Persons may file the Stipulation or any judgment or order of the Court related hereto, in the California Actions, or any other action that may be brought against them, in order to support any and all defenses or counterclaims based on 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.

13. If the Settlement is approved by the Court following the Settlement Hearing, a Final Order and Judgment will be entered as described in the Stipulation.

14. If the Settlement, including any amendment made in accordance with the Stipulation, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement (including any modification thereof made with the consent of the parties as provided for in the Stipulation), and temporary Class certification herein and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein) shall be terminated and shall become void and of no further force and effect, except for Roche's obligation to pay for any expenses incurred in connection with the Notice and administration provided for by this Scheduling Order. In that event, neither the Stipulation, nor any provision contained in the Stipulation, nor any action undertaken pursuant thereto, nor the negotiation thereof by any party shall be deemed an admission or received as evidence in this or any other action or proceeding.

15. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Class members.

The Honorable Leo E. Strine, Jr.
Vice Chancellor