

IN THE COURT OF COMMON PLEAS OF
CHESTER COUNTY, PENNSYLVANIA

PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF
MISSISSIPPI, Individually and on Behalf of All Others
Similarly Situated,

Plaintiff,

vs.

ENDO INTERNATIONAL PLC, et al.,

Defendants.

CIVIL ACTION

Case No. 2017-02081-MJ

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

If you purchased or otherwise acquired the publicly traded common stock of Endo International plc ("Endo" or the "Company") issued in or traceable to the Company's June 5, 2015 secondary offering of common stock, you may be entitled to a payment from a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- The purpose of this Notice is to inform you of the pendency of this securities class action (the "Action"), the proposed settlement of the Action (the "Settlement"),¹ and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the "Plan of Allocation") should be approved; and (iii) Class Counsel's application for attorneys' fees and expenses. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement, wish to object, or wish to be excluded from the Settlement Class.
- If approved by the Court, the Settlement will create a \$50 million cash fund, plus earned interest, for the benefit of eligible Settlement Class Members, after the deduction of attorneys' fees and expenses awarded by the Court, Notice and Administration Expenses, and Taxes. This is an average recovery of approximately \$1.80 per allegedly damaged share, before these deductions.
- The Settlement resolves claims by plaintiff Public Employees' Retirement System of Mississippi ("Plaintiff" or "Mississippi PERS") that have been asserted on behalf of the Settlement Class (defined below) against the Company; Rajiv Kanishka Liyanaarchie De Silva, Suketu P. Upadhyay, Daniel A. Rudio, Roger H. Kimmel, Shane M. Cooke, John J. Delucca, Arthur J. Higgins, Nancy J. Hutson, Ph.D, Michael Hyatt, William P. Montague, Jill D. Smith, William F. Spengler (collectively, the "Individual Defendants" and with Endo, the "Endo Defendants"); and Goldman Sachs & Co. LLC (named herein as Goldman, Sachs & Co.), J.P. Morgan Securities LLC, Barclays Capital Inc., Deutsche Bank Securities Inc., RBC Capital Markets, LLC, Citigroup Global Markets Inc. (named herein as Citigroup Global Markets, LLC), Morgan Stanley & Co. LLC, SunTrust Robinson Humphrey, Inc., TD Securities (USA) LLC, and MUFG Securities Americas Inc. (f/k/a Mitsubishi UFJ Securities (USA) Inc.) (collectively, the "Underwriter Defendants," and with the Endo Defendants, the "Defendants"). It avoids the costs and risks of continuing the litigation; pays money to eligible investors; and releases the Released Defendant Parties (defined below) from liability.

If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act.

Please read this Notice carefully.

¹ The terms of the Settlement are in the Stipulation and Agreement of Settlement, dated June 27, 2019 (the "Stipulation"), which can be viewed at www.EndoInternationalSecuritiesSettlement.com. All capitalized terms not defined in this Notice have the same meanings as defined in the Stipulation.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY NOVEMBER 14, 2019	The <u>only</u> way to get a payment. <i>See</i> Question 8 below for details.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SEPTEMBER 30, 2019	Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Claims. <i>See</i> Question 11 below for details.
OBJECT BY SEPTEMBER 30, 2019	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or Class Counsel’s Fee and Expense Application. If you object, you will still be a member of the Settlement Class. <i>See</i> Question 16 below for details.
GO TO A HEARING ON OCTOBER 21, 2019 AND FILE A NOTICE OF INTENTION TO APPEAR BY SEPTEMBER 30, 2019	Ask to speak in Court at the Settlement Hearing about the Settlement. <i>See</i> Question 18 below for details.
DO NOTHING	Get no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all Settlement Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

SUMMARY OF THE NOTICE

Statement of the Settlement Class’s Recovery

1. Subject to Court approval, Plaintiff, on behalf of the Settlement Class, has agreed to settle the Action in exchange for a payment of \$50,000,000 in cash (the “Settlement Amount”), which will be deposited into an interest-bearing Escrow Account (the “Settlement Fund”). Based on Plaintiff’s consulting damages expert’s estimate of the number of shares of Endo publicly traded common stock eligible to participate in the Settlement, and assuming that all investors eligible to participate in the Settlement do so, it is estimated that the average recovery, before deduction of any Court-approved fees and expenses, such as attorneys’ fees, litigation expenses, Taxes, and Notice and Administration Expenses, would be approximately \$1.80 per allegedly damaged share. If the Court approves Class Counsel’s Fee and Expense Application (discussed below), the average recovery would be approximately \$1.50 per allegedly damaged share. **These average recovery amounts are only estimates and Settlement Class Members may recover more or less than these estimated amounts.** A Settlement Class Member’s actual recovery will depend on, for example: (i) the total number of claims submitted; (ii) the amount of the Net Settlement Fund; and (iii) whether and when the Settlement Class Member sold Endo common stock. *See* the Plan of Allocation beginning on page 9 for information on the calculation of your Recognized Claim.

Statement of Potential Outcome of Case if the Action Continued to Be Litigated

2. The Parties disagree about both liability and damages and do not agree about the amount of damages that would be recoverable if Plaintiff were to prevail on each claim alleged. The issues on which the Parties disagree include, for example: (i) whether the registration statement issued in connection with the Offering (defined below) contained untrue statements of material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) the extent to which external factors, such as general market, economic and industry conditions, influenced the trading prices of Endo common stock at various times; (iii) whether certain Defendants conducted reasonable “due diligence” in connection with the Offering; and (iv) whether class members suffered any damages.

3. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Action, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Plaintiff and the Settlement Class have suffered any loss attributable to Defendants’ actions or omissions. While Plaintiff believes it has meritorious claims, it recognizes that there are significant obstacles in the way to recovery.

Statement of Attorneys’ Fees and Expenses Sought

4. Class Counsel, on behalf of all Plaintiff’s Counsel, will apply to the Court for an award of attorneys’ fees from the Settlement Fund in an amount not to exceed 16% of the Settlement Fund, which includes any accrued interest. Class Counsel will also apply for payment of litigation expenses incurred by Plaintiff’s Counsel in prosecuting the Action in an amount not to exceed \$400,000, plus accrued interest, which may include a service award for the reasonable costs and expenses of Plaintiff related to its representation of the Settlement Class. If the Court approves Class Counsel’s Fee and Expense Application in full, the average amount of fees and

expenses, assuming claims are filed for all shares eligible to participate in the Settlement, will be approximately \$0.30 per allegedly damaged share of Endo common stock. A copy of the Fee and Expense Application will be posted on www.EndoInternationalSecuritiesSettlement.com after it has been filed with the Court.

Reasons for the Settlement

5. For Plaintiff, the principal reason for the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Amended Complaint; the risk that the Court may grant some or all of the anticipated summary judgment motions to be filed by Defendants; the uncertainty of a greater recovery after a trial and appeals; the risks of litigation, especially in complex actions like this; as well as the difficulties and delays inherent in such litigation (including any trial and appeals).

6. For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that Settlement Class Members were damaged, the principal reasons for entering into the Settlement are to end the burden, expense, uncertainty, and risk of further litigation.

Identification of Attorneys' Representatives

7. Plaintiff and the Settlement Class are represented by Class Counsel, Serena P. Hallowell, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877, www.labaton.com, settlementquestions@labaton.com.

8. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: *Mississippi PERS v. Endo International*, c/o A.B. Data, Ltd., P.O. Box 173043, Milwaukee, WI 53217, (877) 307-6170, www.EndoInternationalSecuritiesSettlement.com; or Class Counsel.

Please Do Not Call the Court with Questions About the Settlement.

BASIC INFORMATION

1. Why did I get this Notice?

9. You or someone in your family may have purchased or otherwise acquired Endo publicly traded common stock pursuant or traceable to the Company's June 5, 2015 secondary public offering of 27,627,628 shares of Endo common stock at \$83.25 per share (the "Offering"). **Receipt of this Notice does not mean that you are a Member of the Settlement Class or that you will be entitled to receive a payment. If you wish to be eligible for a payment, you are required to submit the Claim Form that is being distributed with this Notice. See Question 8 below.**

10. The Court directed that this Notice be sent to Settlement Class Members because they have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement.

11. The Court in charge of the Action is the Court of Common Pleas of Chester County, Pennsylvania, and the case is known as *Public Employees' Retirement System of Mississippi v. Endo International plc, et al.*, No. 2017-02081-MJ (the "Action"). The Action is assigned to the Honorable Edward Griffith.

2. What is this case about and what has happened so far?

12. Endo develops, manufactures, and distributes pharmaceutical products and devices worldwide. Plaintiff's claims arise from allegedly material misstatements and omissions made by Defendants in the offering documents issued in connection with Defendants' secondary public offering of approximately 27,627,628 shares of Endo common stock on June 5, 2015, pursuant to the June 2, 2015 Form S-3 Registration Statement (File No. 333-204657) and Prospectus, the Prospectus Supplement filed June 3, 2015, the June 4, 2015 Prospectus Supplement issued in connection with the Offering, and any documents incorporated by reference therein (the "Offering Documents"). Plaintiff alleges that the Offering Documents failed to disclose declining demand for Endo's generic products, and that personnel in its generic division had resorted to unsustainable business practices to meet sales numbers. When Defendants allegedly revealed the existence of these negative trends and the impact they had on Endo's finances, the Company's stock price fell well below the Offering price.

13. On February 28, 2017, Plaintiff filed a securities class action complaint in the Court of Common Pleas of Chester County, Pennsylvania, on behalf of investors in the Offering, captioned *Public Employees' Retirement System of Mississippi v. Endo International plc, et al.*, No. 2017-02081-MJ. The complaint alleged violations of Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 ("Securities Act") for alleged misstatements and omissions in the Offering Documents filed in connection with the Offering.

14. On March 31, 2017, Defendants filed a notice of removal in the U.S. District Court for the Eastern District of Pennsylvania (the "District Court") on the ground that the Securities Litigation Uniform Standards Act ("SLUSA"), 15 U.S.C. § 77v(a), established exclusive federal jurisdiction over certain class action lawsuits bringing claims under the Securities Act, including this lawsuit, and authorized such cases to be removed to federal court.

15. On May 1, 2017, Plaintiff filed a motion to remand the case back to the Court. On August 28, 2017, Judge Diamond of the District Court granted Plaintiff's motion to remand this case to the Court, for lack of subject-matter jurisdiction.

16. Plaintiff filed its Amended Class Action Complaint on October 16, 2017 (the “Amended Complaint”). On December 8, 2017, Defendants filed their preliminary objections to Plaintiff’s Amended Complaint. On April 9, 2018, the Court overruled Defendants’ preliminary objections to Plaintiff’s Amended Complaint, lifting the prior stay on discovery and discovery proceeded. On May 25, 2018, Defendants filed their answers to the Amended Complaint and new matter setting forth their defenses. On June 14, 2018, Plaintiff filed its preliminary objections to Defendants’ new matter. On August 2, 2018, the Court overruled Plaintiff’s preliminary objections to Defendants’ new matter. On August 22, 2018, Plaintiff replied to Defendants’ new matter.

17. On July 27, 2018, Plaintiff filed its motion to certify the class, appoint itself as class representative, and appoint Labaton Sucharow LLP as class counsel. The motion was pending when the Parties agreed to settle the Action.

18. Plaintiff, through its counsel, has conducted a thorough investigation of the claims, defenses, and underlying events and transactions that are the subject of the Action. This process has included reviewing and analyzing: (i) documents filed publicly by the Company with the U.S. Securities and Exchange Commission (“SEC”); (ii) publicly available information, including press releases, news articles, and other public statements issued by or concerning the Company and the Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv) other publicly available information and data concerning the Company; (v) pleadings filed in other pending litigations naming certain of the Defendants as defendants or nominal defendants; (vi) interviews of former employees; (vii) over 130,000 pages of documents, including emails of the Individual Defendants, produced by Defendants and third parties; and (viii) the applicable law governing the claims and potential defenses. Plaintiff’s Counsel also consulted with experts on valuation, damages, and causation issues.

19. In the fall of 2018, the Parties agreed to mediate the case. Plaintiff and Defendants engaged the Hon. Layn R. Phillips (Ret.), a well-respected and experienced mediator, to assist them in exploring a potential negotiated resolution of the claims against Defendants. On February 4, 2019, counsel for Plaintiff and Defendants met with Judge Phillips in an attempt to reach a settlement. The mediation involved an extended effort to settle the claims and was preceded by the exchange of mediation statements. While these discussions narrowed the differences between Plaintiff and Defendants, they did not result in a resolution of the Action. Thereafter, through continued arm’s-length efforts by the Parties and with the assistance of the Mediator, Plaintiff and Defendants ultimately reached an agreement in principle to settle the claims against all Defendants on March 11, 2019.

3. Why is this a class action?

20. In a class action, one or more persons or entities (in this case, Plaintiff), sue on behalf of people and entities who have similar claims. Together, these people and entities are a “class,” and each is a “class member.” Class actions allow the adjudication of many individuals’ similar claims that might be too small economically to bring as individual actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt-out,” from the class. In this Action, the Court has appointed Mississippi PERS to serve as Class Representative, for purposes of the Settlement, and has appointed Labaton Sucharow LLP to serve as Class Counsel, for purposes of the Settlement.

4. What are the reasons for the Settlement?

21. The Court did not finally decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. Plaintiff and Class Counsel believe that the claims asserted in the Action have merit. They recognize, however, the expense and length of continued proceedings needed to pursue the claims through trial and appeals, as well as the difficulties in establishing liability. For example, Defendants have raised a number of arguments and defenses (which they would raise at summary judgment and trial) countering Plaintiff’s allegations that the Offering Documents failed to disclose material adverse trends and uncertainties allegedly known to Defendants at the time of the Offering. Defendants also maintained that Plaintiff would be unable to establish the traceability of shares back to the Offering and that recoverable damages were significantly less than that estimated by Plaintiff’s consulting damages expert, to the extent they could be established at all. In the absence of a settlement, the Parties would present factual and expert testimony on each of these issues, and there is a risk that the Court or jury would resolve these issues unfavorably against Plaintiff and the Settlement Class. Plaintiff and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

22. Defendants have denied and continue to deny each and every one of the claims alleged by Plaintiff in the Action, including all claims in the Amended Complaint. Nonetheless, Defendants have concluded that continuation of the Action would be protracted and expensive, and have taken into account the uncertainty and risks inherent in any litigation, especially a complex case like this Action, and believe that the Settlement is in the best interests of Defendants.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement Class?

23. The Court directed, for the purposes of the proposed Settlement, that everyone who fits the following description is a Settlement Class Member and subject to the Settlement unless they are an excluded person (*see* Question 6 below) or take steps to exclude themselves from the Settlement Class (*see* Question 11 below):

All individuals and entities that purchased or otherwise acquired Endo’s publicly traded common stock issued in or traceable to the Company’s June 5, 2015 Offering of 27,627,628 shares.

24. You are a Settlement Class Member only if you purchased or acquired Endo publicly traded common stock issued in or traceable to the Offering, which occurred on June 5, 2015. For purposes of the Settlement, purchases/acquisitions will be considered issued in or traceable to the Offering if and only if the shares were purchased or acquired during the period from June 5, 2015 through June 10, 2015 and (i) at the Offering price of \$83.25 and/or (ii) directly from an Underwriter Defendant. Claimants must provide adequate documentation of these conditions. Check your investment records or contact your broker to see if you have any eligible purchases or acquisitions.

6. Are there exceptions to being included?

25. Yes. There are some individuals and entities who are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: (i) Defendants; (ii) the officers and directors of Endo International plc and of the Underwriter Defendants, at all relevant times; (iii) members of the immediate families of the Individual Defendants and of the excluded officers and directors; (iv) any entity in which Endo has or had a controlling interest; (v) any entity in which an Underwriter Defendant has a majority ownership interest; and (vi) the legal representatives, heirs, successors or assigns of any of the foregoing, in their capacities as such. Notwithstanding the preceding sentence, any investment company, pooled investment fund, or separately managed account, including, but not limited to, mutual fund families, exchange-traded funds, employee benefit plans, trust companies for retirement accounts, fund of funds and hedge funds, in which any Underwriter Defendant has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor but of which any Underwriter Defendant or any of its respective affiliates is not a majority owner or does not hold a majority beneficial interest, shall not be deemed an excluded person or entity.

26. Also excluded from the Settlement Class is anyone who timely and validly seeks exclusion from the Settlement Class in accordance with the procedures described in Question 11 below.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

27. In exchange for the Settlement and the release of the Released Claims against the Released Defendant Parties (*see* Question 10 below), Defendants have agreed to cause a \$50 million cash payment to be made, which, along with any interest earned, will be distributed after deduction of Court-awarded attorneys' fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court (the "Net Settlement Fund"), to Settlement Class Members who send in valid and timely Claim Forms.

8. How can I receive a payment?

28. To qualify for a payment from the Net Settlement Fund, you must submit a timely and valid Claim Form. A Claim Form is included with this Notice. You may also obtain one from the website dedicated to the Settlement: www.EndoInternationalSecuritiesSettlement.com, or from Class Counsel's website: www.labaton.com. You can also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (877) 307-6170.

29. Please read the instructions contained in the Claim Form carefully. Fill out the Claim Form, include all the documents the form requests, sign it, and either mail it to the Claims Administrator using the address listed in the Claim Form or submit it online at www.EndoInternationalSecuritiesSettlement.com. Claim Forms must be **postmarked (if mailed) or received no later than November 14, 2019**.

9. When will I receive my payment?

30. The Court will hold a Settlement Hearing on **October 21, 2019** to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

10. What am I giving up to receive a payment and by staying in the Settlement Class?

31. If you are a Settlement Class Member and do not timely and validly exclude yourself from the Settlement Class, you will remain in the Settlement Class and that means that, upon the "Effective Date" of the Settlement, you will release all "Released Claims" against the "Released Defendant Parties."

(a) "**Released Claims**" means any and all manner of actions, suits, claims, demands, rights, liabilities, damages, costs, duties, controversies, obligations, debts, sums of money, contracts, agreements, promises, losses, judgments, allegations, arguments, causes of action, restitution, rescission, interest, attorneys' fees, expert or consulting fees, expenses, matters, and issues known or Unknown (as defined below), contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, direct or derivative, class or individual in nature, apparent or unapparent, whether concealed or hidden, and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether based on federal, state, local, foreign, statutory, administrative, or common law or any other law, rule, or regulation, at law or in equity, whether held directly, representatively, or derivatively, that have been or that might have been asserted against any of the Released Defendant Parties arising out of, relating to, based upon, or in connection with the purchase, other acquisition, sale, other

disposition, or holding of Endo's publicly traded common stock acquired in or traceable to Endo's June 5, 2015 Offering, including all claims that were asserted or could have been asserted in this Action. For the avoidance of doubt, this release shall not release claims other than the Released Claims, including to the extent such other claims are asserted in *SEB Investment Management, AB et al. v. Endo International plc*, Civ. No. 2:17-cv-03711-TJS (E.D. Pa) and any other pending case, as well as claims relating to the enforcement of the Settlement.

(b) **"Released Defendant Parties"** means Defendants, Defendants' Counsel, and each of their respective past or present subsidiaries, parents, affiliates, principals, the successors and predecessors and assigns in interest of any of them, joint venturers, officers, directors, shareholders, underwriters, trustees, partners, members, agents, fiduciaries, contractors, employees, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, estates, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant's immediate family, or any trust of which any Individual Defendant is a settlor or which is for the benefit of any Defendant and/or member(s) of his or her family, and each of the heirs, executors, administrators, trustees, predecessors, successors, and assigns of the foregoing.

(c) **"Unknown Claims"** means any and all Released Claims that Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiff and Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to 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.

Plaintiff, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants' Claims, but Plaintiff and Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiff and Defendants acknowledge, and other Settlement Class Members by operation of law 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 a material element of the Settlement.

32. The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal. If you remain a member of the Settlement Class, all of the Court's orders, whether favorable or unfavorable, will apply to you and legally bind you.

33. Upon the "Effective Date," Defendants will also provide a release of any claims against Plaintiff and the Settlement Class arising out of or related to the institution, prosecution, or settlement of the claims in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

34. If you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own concerning the Released Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or "opting out." **Please note:** If you decide to exclude yourself, there is a risk that any lawsuit you may file to pursue claims alleged in the Action may be dismissed, including because the suit is not filed within the applicable time periods required for filing suit.

11. How do I exclude myself from the Settlement Class?

35. To exclude yourself from the Settlement Class, you must mail a signed letter stating that you request to be "excluded from the Settlement Class in *Mississippi PERS v. Endo International, plc, et al.*, No. 2017-02081." You cannot exclude yourself by telephone or e-mail. Each request for exclusion must also: (i) state the name, address, telephone number, and e-mail address of the person or entity requesting exclusion; (ii) state the date(s), price(s), and number(s) of shares of all purchases and acquisitions of Endo common stock pursuant and/or traceable to the Offering, and provide documentation of the purchases/acquisitions to show they were part of the Offering; and (iii) be signed by the Person requesting exclusion or an authorized representative. Only members of the Settlement Class can request exclusion. A request for exclusion must be mailed so that it is **received no later than September 30, 2019** at:

Mississippi PERS v. Endo International
EXCLUSIONS
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

36. This information is needed to determine whether you are a member of the Settlement Class. **Remember, you are only a Settlement Class Member if you bought shares in the Offering.** Your exclusion request must comply with these requirements in order to be valid. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Settlement Class Member. However, if you submit a valid exclusion request, you will not be legally bound by anything that happens in the Action, and you may be able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the future.

12. If I do not exclude myself, can I sue Defendants and the other Released Defendant Parties for the same thing later?

37. No. If you are a member of the Settlement Class, unless you properly exclude yourself, you will give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Claims. If you have a pending lawsuit against any of the Released Defendant Parties, **speak to your lawyer in that case immediately.** You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **September 30, 2019.**

13. If I exclude myself, can I get money from the proposed Settlement?

38. No, only Settlement Class Members are eligible to recover money from the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

39. Labaton Sucharow LLP is Class Counsel in the Action and Goldman, Scarlato & Penny, P.C. (“Goldman Scarlato”) is Liaison Counsel – together they are Plaintiff’s Counsel. Plaintiff’s Counsel represent all Settlement Class Members. You will not be separately charged for these lawyers. The Court will determine the amount of attorneys’ fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

40. Plaintiff’s Counsel have been prosecuting the Action on a contingent basis and have not been paid for any of their work. Class Counsel, on behalf of itself and Liaison Counsel Goldman Scarlato, will seek an attorneys’ fee award of no more than 16% of the Settlement Fund, which will include accrued interest. Class Counsel has agreed to share the awarded attorneys’ fees with Goldman Scarlato, and payment to them will in no way increase the fees that are deducted from the Settlement Fund. Class Counsel will also seek payment of litigation expenses incurred by Plaintiff’s Counsel in the prosecution of this Action of no more than \$400,000, plus accrued interest, which may include an application for a service award to Plaintiff for the reasonable costs and expenses related to Plaintiff’s representation of the Settlement Class. Any attorneys’ fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION

16. How do I tell the Court that I do not like something about the proposed Settlement?

41. If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation of the Net Settlement Fund, and/or Class Counsel’s Fee and Expense Application. You may write to the Court about why you think the Court should not approve any or all of the Settlement terms or related relief. If you would like the Court to consider your views, you must file a proper objection within the deadline, and according to the following procedures.

42. To object, you must send a signed letter stating that you object to the proposed Settlement, the Plan of Allocation, and/or the Fee and Expense Application in “*Mississippi PERS v. Endo International, plc, et al.*, No. 2017-02081.” The objection must also: (i) state the name, address, telephone number, and e-mail address of the objector and must be signed by the objector; (ii) contain a statement of the Settlement Class Member’s objection or objections and the specific reasons for each objection, including any legal and evidentiary support (including witnesses) the Settlement Class Member wishes to bring to the Court’s attention; (iii) explain whether your objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class; and (iv) state the date(s), price(s), and number(s) of shares of all purchases and acquisitions of Endo common stock pursuant and/or traceable to the Offering, and provide documentation of the purchases/acquisitions to show they were part of the Offering. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Class

Counsel's Fee and Expense Application. Your objection must be filed with the Court at the address below **no later than September 30, 2019** and be mailed or delivered to the following counsel so that it is **received no later than September 30, 2019**:

<u>Court</u>	<u>Class Counsel</u>	<u>Defendants' Counsel Representative</u>
Chester County Justice Center Office of the Prothonotary Court of Common Pleas 201 W. Market Street Suite 1425 West Chester, PA 19380	Labaton Sucharow LLP Serena P. Hallowell, Esq. 140 Broadway New York, NY 10005	Latham & Watkins LLP Jeff G. Hammel, Esq. 885 Third Avenue New York, NY 10022

43. You do not need to attend the Settlement Hearing to have your written objection considered by the Court. However, any Settlement Class Member who has complied with the procedures described in this Question 16 and below in Question 20 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court. An objector may appear in person or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it at the Settlement Hearing.

17. What is the difference between objecting and seeking exclusion?

44. Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Class Counsel's Fee and Expense Application. You can still recover money from the Settlement. 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 from the Settlement Class, you have no basis to object because the Settlement and the Action no longer affect you.

THE SETTLEMENT HEARING

18. When and where will the Court decide whether to approve the proposed Settlement?

45. The Court will hold the Settlement Hearing on **October 21, 2019 at 1:30 p.m.**, at the Court of Common Pleas of the Chester County Justice Center, Pennsylvania, Courtroom 11, 201 W. Market Street, West Chester, PA 19380.

46. At this hearing, the Honorable Edward Griffith will consider whether: (i) the Settlement is fair, reasonable, adequate, and should be approved; (ii) the Plan of Allocation is fair and reasonable, and should be approved; and (iii) the application of Class Counsel for an award of attorneys' fees and payment of litigation expenses is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 16 above. We do not know how long it will take the Court to make these decisions.

47. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Class Counsel or visit the settlement website, www.EndoInternationalSecuritiesSettlement.com, beforehand to be sure that the hearing date and/or time has not changed.

19. Do I have to come to the Settlement Hearing?

48. No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 20 below **no later than September 30, 2019**.

20. May I speak at the Settlement Hearing?

49. If you are a member of the Settlement Class, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must, **no later than September 30, 2019**, submit a statement to the Court, Class Counsel, and Defendants' Counsel that you, or your attorney, intend to appear in "*Mississippi PERS v. Endo International, plc, et al.*, No. 2017-02081." Persons who intend to present evidence at the Settlement Hearing must also include in their objections (prepared and submitted in accordance with the answer to Question 16 above) the identities of any witnesses they may wish to call to testify and any exhibits they intend to introduce into evidence at the Settlement Hearing. You may not speak at the Settlement Hearing if you exclude yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Settlement Hearing in accordance with the procedures described in this Question 20 and Question 16 above.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

50. If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Claim

Form (see Question 8 above). To start, continue, or be a part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims, you must exclude yourself from the Settlement Class (see Question 11 above).

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

51. This Notice summarizes the proposed Settlement. More details are contained in the Stipulation. You may review the Stipulation filed with the Court or other documents in the case during business hours at the Chester County Justice Center, Office of the Prothonotary, Court of Common Pleas, 201 W. Market Street, Suite 1425, West Chester, PA 19380.

52. You can also get a copy of the Stipulation, and other documents related to the Settlement, as well as additional information about the Settlement by visiting the website dedicated to the Settlement, www.EndoInternationalSecuritiesSettlement.com, or the website of Class Counsel, www.labaton.com. You may also call the Claims Administrator toll free at (877) 307-6170 or write to the Claims Administrator at *Mississippi PERS v. Endo International, c/o A.B. Data, Ltd.*, P.O. Box 173043, Milwaukee, WI 53217. **Please do not call the Court with questions about the Settlement.**

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

23. How will my claim be calculated?

53. The Plan of Allocation (the “Plan of Allocation” or “Plan”) set forth below is the plan that is being proposed by Plaintiff and Class Counsel to the Court for approval. The Court may approve this Plan of Allocation or modify it without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Settlement website at: www.EndoInternationalSecuritiesSettlement.com and at www.labaton.com.

54. The Settlement Amount and the interest it earns is the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court is the “Net Settlement Fund.” The Net Settlement Fund will be distributed to members of the Settlement Class who timely submit valid Claim Forms that show a Recognized Claim according to the Plan of Allocation approved by the Court.

55. The objective of this Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants who suffered economic losses allegedly as a result of the violations of the Securities Act asserted in the Action. To design this Plan, Class Counsel has conferred with Plaintiff’s consulting damages expert. This Plan is intended to be generally consistent with an assessment of, among other things, the damages that Plaintiff and Class Counsel believe were recoverable in the Action.

56. The Plan of Allocation, however, is not a formal damages analysis and the calculations made pursuant to the Plan are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. An individual Settlement Class Member’s recovery will depend on, for example: (i) the total number and value of claims submitted; (ii) whether the claimant purchased or acquired Endo publicly traded common stock in the Offering; and (iii) whether and when the claimant sold his, her, or its shares of common stock. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

57. Because the Net Settlement Fund is less than the total losses alleged to be suffered by Settlement Class Members, the formulas described below for calculating Recognized Losses are not intended to estimate the amount that will actually be paid to Authorized Claimants. Rather, these formulas provide the basis on which the Net Settlement Fund will be distributed among Authorized Claimants on a *pro rata* basis. An Authorized Claimant’s “Recognized Claim” shall be the amount used to calculate the Authorized Claimant’s *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant’s Recognized Claim divided by the total of the Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

58. Section 11 of the Securities Act serves as the basis for the calculation of the Recognized Loss Amounts under the Plan of Allocation. Section 11 of the Securities Act provides a statutory formula for the calculation of damages. The formulas stated below, which were developed by Plaintiff’s consulting damages expert, generally track the statutory formula.

59. Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility or liability for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Plaintiff, Class Counsel, and anyone acting on their behalf, likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

60. For purposes of determining whether a claimant has a Recognized Claim, purchases, acquisitions, and sales of Endo common stock in the Offering will first be matched on a First In/First Out (“FIFO”) basis, as set forth below.

61. The Claims Administrator will calculate a “Recognized Loss Amount” as set forth below for each purchase of Endo common stock in the Offering that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a claimant’s Recognized Loss Amount results in a negative number, that number shall be set to zero.

62. Purchases/acquisitions of shares will be considered issued in or traceable to the Offering if and only if the shares were purchased or acquired during the period from June 5, 2015 through June 10, 2015 and (i) at the Offering price of \$83.25 and/or (ii) directly from an Underwriter Defendant. Claimants must provide adequate documentation of these conditions. Purchases/acquisitions not traceable to the Offering are not eligible for a recovery.

63. The sum of a claimant's Recognized Loss Amounts will be the claimant's "Recognized Claim."

64. For each share of Endo publicly traded common stock purchased or otherwise acquired in the Offering on June 5, 2015 and:

- A. Sold before the opening of trading on February 28, 2017,² the Recognized Loss Amount for each such share shall be the purchase/acquisition price (not to exceed the issue price at the Offering of \$83.25) minus the sale price.
- B. Sold after the opening of trading on February 28, 2017, through the close of trading on November 13, 2018,³ the Recognized Loss Amount for each such share shall be the purchase/acquisition price (not to exceed the issue price at the Offering of \$83.25) minus the sale price (not to be less than \$13.65, the closing share price on February 28, 2017).
- C. Retained through the close of trading on November 13, 2018, the Recognized Loss Amount for each such share shall be the purchase/acquisition price (not to exceed the issue price at the Offering of \$83.25) minus \$13.65, the closing share price on February 28, 2017.

ADDITIONAL PROVISIONS

65. Purchases or acquisitions and sales of Endo publicly traded common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement," "payment," or "sale" date. The receipt or grant by gift, inheritance or operation of law of Endo publicly traded common stock purchased or acquired in the Offering shall not be deemed a purchase, acquisition, or sale of such shares for the calculation of a claimant's Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares unless: (i) the donor or decedent purchased or otherwise acquired such shares in the Offering; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

66. In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase or acquisition that matches against (or "covers") a "short sale" is zero. The Recognized Loss Amount on a "short sale" that is not covered by a purchase or acquisition is also zero.

67. In the event that a claimant has an opening short position in Endo publicly traded common stock at opening of trading on June 5, 2015, the earliest purchase or acquisitions shall be matched against such opening short position in accordance with the FIFO matching described above and any portion of such purchase or acquisition that covers such short sales will not be entitled to recovery. In the event that a claimant newly establishes a short position on or after June 5, 2015, the earliest subsequent purchase or acquisition shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

68. Endo publicly traded common stock is the only security eligible for recovery under the Plan of Allocation. With respect to Endo publicly traded common stock purchased or sold through the exercise of an option, the purchase/sale date of the Endo publicly traded common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

69. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and a distribution will not be made to that Authorized Claimant.

70. Payment according to this Plan of Allocation will be deemed conclusive against all Authorized Claimants. Recognized Claims will be calculated as defined herein by the Claims Administrator and cannot be less than zero.

71. Distributions will be made to eligible Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, the Claims Administrator shall, if feasible and economical, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, if any, redistribute such balance among Authorized Claimants who have cashed their initial checks in an equitable and economic fashion. Any balance that still remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate, after payment of outstanding Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, if any, shall be donated as follows: 50% of the unclaimed balance to the Pennsylvania Interest on Lawyers Trust Account Board and

² For purposes of the statutory calculations, February 28, 2017, the date of filing of the initial complaint in the Action, is the date of suit.

³ For purposes of the statutory calculations, November 13, 2018 is the proxy date for the date of judgment because after November 13, 2018, the price of Endo publicly traded common stock has never traded above \$13.65, the closing price on February 28, 2017.

50% of the unclaimed balance to the Mississippi Council on Economic Education, a private, non-profit, non-sectarian 501(c)(3) organization, or as otherwise approved by the Court.

72. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court shall be conclusive against all claimants. No person shall have any claim against Plaintiff, Class Counsel, their damages expert, Claims Administrator, or other agent designated by Class Counsel, arising from determinations or distributions to claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Plaintiff, Defendants, their respective counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund or any losses incurred in connection therewith.

73. Each claimant is deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its claim.

SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

74. If you purchased or otherwise acquired Endo publicly traded common stock in the Offering for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST EITHER:** (a) provide to the Claims Administrator the name and last known address of each person or entity for whom or which you purchased or acquired Endo common stock in the Offering; or (b) request additional copies of this Notice and the Claim Form from the Claims Administrator, which will be provided to you free of charge, and **WITHIN TEN (10) CALENDAR DAYS** of receipt, mail the Notice and Claim Form directly to all the beneficial owners of those securities. If you choose to follow procedure (b), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names and mailing addresses used. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation and timely compliance with the above directives. All communications concerning the foregoing should be addressed to the Claims Administrator:

Mississippi PERS v. Endo International
c/o A.B. Data, Ltd.
P.O. Box 173043
Milwaukee, WI 53217

Dated: July 17, 2019

BY ORDER OF THE COURT OF COMMON PLEAS
OF CHESTER COUNTY, PENNSYLVANIA