

**UNITED STATES DISTRICT COURT
DISTRICT COURT OF NEW JERSEY**

ROOFER’S PENSION FUND, Individually
and On Behalf of All Others Similarly

Situated,

Plaintiff,

v.

JOSEPH C. PAPA, *et al.*,

Defendants

Case No. 1:16-CV-02805 RMB LDW

Hon. Renée Marie Bumb

Hon. Leda Dunn Wettre

CLASS ACTION

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of April 4, 2024 (the “Stipulation”), is entered into between (a) Lead Plaintiff Perrigo Institutional Investor Group (“Lead Plaintiff,” and together with Class Members, “Plaintiffs”) on behalf of itself, its members, and Class Members of the three certified Classes; and (b) Defendants Perrigo Company plc (“Perrigo”) and Joseph C. Papa (“Papa”) (collectively, “Defendants”). The Stipulation embodies the terms and conditions of the settlement of the above-captioned action (the “Action”).¹ Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and all claims asserted therein against Defendants as set forth below.

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 herein. The singular forms of nouns and pronouns include the plural and vice versa.

WHEREAS:

A. On May 18, 2016, this Action was commenced in the United States District Court for the District of New Jersey, styled *Roofer's Pension Fund v. Papa, et al.*, No. 1:16-cv-02805, ECF No. 1.

B. By Order dated February 10, 2017, the Court entered an order appointing Perrigo Institutional Investor Group as Lead Plaintiff and approved its selection of counsel. ECF No. 64.

C. On June 21, 2017, Lead Plaintiff filed the operative Amended Complaint. ECF No. 89. The Amended Complaint named as defendants the Defendants defined herein, as well as former defendants Judy Brown, Laurie Brlas, Gary M. Cohen, Marc Coucke, Jacquelyn A. Fouse, Ellen R. Hoffing, Michael R. Jandernoa, Gerald K. Kunkle, Jr., Herman Morris, Jr., and Donal O'Connor ("Former Defendants").

D. On August 21, 2017 and August 25, 2017, Defendants and Former Defendants moved to dismiss the Amended Complaint. ECF Nos. 114 and 119.

E. After full briefing, on July 27, 2018, the Court entered an order granting Defendant Coucke's motion to dismiss, and granting in part and denying in part the motion to dismiss filed by the Defendants and the Former Defendants other than Coucke, ECF No. 137. As a result of that order, all of the Former Defendants other than Judy Brown were dismissed from this Action.

F. Thereafter, Defendants and Former Defendant Judy Brown answered the Amended Complaint, ECF Nos. 143, 145, 147, and Lead Plaintiff, Defendants, and Former Defendant Judy Brown commenced discovery.

G. On November 30, 2018, Lead Plaintiff moved for class certification, ECF No. 163. On November 14, 2019, after full briefing, the Court certified the Classes, appointing Lead Plaintiff to be the Class Representative and its counsel to be Class Counsel, ECF No. 227. After

a petition for interlocutory appeal was denied, on July 10, 2020, Lead Plaintiff, Defendants and Former Defendant Judy Brown stipulated, and the Court ordered, that notice should issue regarding the pendency of class action, ECF No. 292. Said notice was disseminated by mail and publication, and posted to a website established by the notice administrator, ECF No. 311.

H. On April 9, 2021, Defendants Perrigo and Papa and Former Defendant Judy Brown each moved for summary judgment and to exclude Plaintiffs' experts, ECF Nos. 342, 344, 346.

I. After full briefing and oral argument, on August 17, 2023, the Court entered an Order and issued an Opinion granting Former Defendant Judy Brown's motion for summary judgment, granting in part and denying in part Defendants Perrigo and Papa's motions for summary judgment, directing further briefing and argument on the issue of corporate scienter, and reserving ruling on the motions to exclude, ECF Nos. 400 and 401.

J. Throughout the pendency of this Action, the Parties have engaged in several attempts to mediate this dispute, both before private mediators Hon. Daniel Weinstein (Ret.), Former Ambassador David Carden, and Jed Melnick, and before Magistrate Judge Leda D. Wettre. These efforts included four (4) in-person mediation sessions between 2018 and 2024, and numerous Zoom sessions and phone calls. On February 29, 2024, the Magistrate Judge issued a mediator's proposal to settle this Action at the Settlement Amount. On March 6, 2024, Lead Plaintiff and Defendants accepted the mediator's proposal.

K. This Stipulation constitutes a compromise of matters that are in dispute between the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of, or an admission or concession on the part of, any of the Defendants with respect to any claim or

allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that Lead Plaintiff has asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Over the course of the Action, the Former Defendants also made statements expressly denying any and all allegations of fault, liability, wrongdoing, or damages whatsoever.

NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiff and Defendants, by and through their respective undersigned attorneys, and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties from the Settlement, all Released Plaintiffs' Claims as against the Defendants' Releasees and all Released Defendants' Claims as against the Plaintiffs' Releasees shall be settled and released, upon and subject to the terms and conditions set forth below.

DEFINITIONS

1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

a. "Action" means the securities class action styled *Roofer's Pension Fund v. Papa, et al.*, No. 1:16-cv-02805 (RMB) (LDW) (D.N.J.).

b. "Authorized Claimant" means a Class Member who submits a Proof of Claim Form to the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

c. "Claims Administrator" means the firm retained by Lead Plaintiff and Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to Class

Members and to administer the Settlement.

d. “Claim” means a Proof of Claim Form submitted to the Claims Administrator.

e. “Claim Form” or “Proof of Claim Form” means the form attached hereto as Exhibit A-2, or in such other form as may be approved in writing by all of the Parties acting by and through their respective counsel of record in the Action and approved by the Court, that a Claimant or Class Member must complete and submit should that Claimant or Class Member seek to share in a distribution of the Net Settlement Fund.

f. “Class” or “Classes” means all of the following:

(1) all persons who purchased Perrigo’s publicly traded common stock between April 21, 2015 and May 2, 2017, both dates inclusive, on the New York Stock Exchange or any other trading center within the United States and were damaged thereby;

(2) all persons who purchased Perrigo’s publicly traded common stock between April 21, 2015 and May 2, 2017, both dates inclusive, on the Tel Aviv Stock Exchange and were damaged thereby; and

(3) all persons who owned Perrigo common stock as of November 12, 2015 and held such stock through at least 8:00 a.m. on November 13, 2015 (whether or not a person tendered their shares in response to tender offer of Mylan, N.V.).

Excluded from these Classes are the Defendants; Former Defendants; any current member of the Board of Directors of Perrigo; any current or former Officers of Perrigo who served during the Class Period or any former members of the Board of Directors of Perrigo who served during the Class Period; the Immediate Family Members of any Defendant, Former Defendant, or any current

member of the Board of Directors of Perrigo, or former member of the Board of Directors of Perrigo who served during the Class Period, or any current or former Officer of Perrigo who served during the Class Period; any entity that any Defendant or Former Defendant owns or controls, or owned or controlled during the Class Period; and the legal representatives, heirs, agents, affiliates, successors, or assigns of any such excluded persons and entities. Also excluded from the Classes are the persons and entities who requested exclusion from the Classes in connection with the mailing of the Class Notice, or were previously excluded by motion and order. The Parties will request that there will be no additional opportunity to request exclusion from the Classes.

g. “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

h. “Class Member” means each person and entity who or which is a member of the Class.

i. “Class Notice” means the notice of pendency previously directed by the Court’s July 10, 2020 Order (ECF No. 292) that was disseminated in accordance with that Order.

j. “Class Period” means the period between April 21, 2015 and May 2, 2017, both dates inclusive, applicable to Section 10(b) and TASE purchaser claims.

k. “Complaint” or “Amended Complaint” means the Amended Complaint for Violation of the Federal Securities Laws filed on June 21, 2017, ECF No. 89.

l. “Court” means the United States District Court for the District of New Jersey.

m. “Defendants” means Perrigo Company plc and Joseph C. Papa.

n. “Defendants’ Counsel” means Fried, Frank, Harris, Shriver & Jacobson

LLP; Gibson, Dunn & Crutcher LLP; and Greenbaum Rowe Smith & Davis LLP.

o. “Defendants’ Releasees” means Defendants, Former Defendants, and Defendants’ or Former Defendants’ current and former parents, affiliates, subsidiaries, officers, directors (including, but not limited to, members of the Board of Directors of Perrigo), agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, Immediate Family Members, insurers, reinsurers, and attorneys.

p. “Effective Date” with respect to the Settlement means the first date by which all of the events and conditions specified in ¶ 37 of this Stipulation have been met and have occurred or have been waived.

q. “Escrow Account” means an account maintained at The Huntington National Bank wherein the Settlement Amount shall be deposited and held in escrow under the control of counsel for Lead Plaintiff.

r. “Former Defendants” means Judy Brown, Laurie Brlas, Gary M. Cohen, Marc Coucke, Jacquelyn A. Fouse, Ellen R. Hoffing, Michael R. Jandernoa, Gerald K. Kunkle, Jr., Herman Morris, Jr., and Donal O’Connor.

s. “Final,” with respect to the Judgment, or any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, i.e., thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following

review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys' fees, costs, or expenses, (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently modified); or (iii) the procedures for determining Authorized Claimants' recognized claims, or distribution of the Net Settlement Fund to Authorized Claimants, shall not in any way delay or preclude a judgment from becoming Final.

t. "Immediate Family Member" means, as defined in 17 C.F.R § 229.404, Instructions 1(a)(iii) and 1(b)(ii), any children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law and any persons (other than a tenant or employee) sharing the household.

u. "Judgment" means the final judgment, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

v. "Lead Counsel" or "Class Counsel" means Pomerantz LLP and Bernstein Litowitz Berger & Grossmann LLP.

w. "Lead Plaintiff" or "Class Representative" means Perrigo Institutional Investor Group.

x. "Litigation Expenses" means costs and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the reimbursement of time, costs, and expenses of Lead Plaintiff and its members directly related to their representation of the Class), for which Lead Counsel intend to apply to the Court for payment from the Settlement Fund.

y. “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; and (iv) any attorneys’ fees awarded by the Court.

z. “Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims Administrator and/or Lead Counsel in connection with: (i) providing notices to the Class (including the Class Notice and notice of the Settlement); and (ii) administering the Settlement, including but not limited to the Claims process, as well as the costs, fees and expenses incurred in connection with the Escrow Account.

aa. “Officer” means any person who, during the Class Period, served as Perrigo’s CEO, president, principal financial officer, principal accounting officer, any executive vice-president of Perrigo in charge of a principal business unit, division or function, or any other officer who served on the Executive Committee of Perrigo.

bb. “Original Complaint” means the Complaint for Violations of the Federal Securities Laws filed on May 18, 2016, ECF No. 1.

cc. “Parties” means Lead Plaintiff, on behalf of itself and the Class, and Defendants.

dd. “Perrigo” or “the Company” means Perrigo Company plc.

ee. “Perrigo Institutional Investor Group” means Migdal Insurance Company Ltd., Migdal Makefet Pension and Provident Funds Ltd., Clal Insurance Company Ltd., Clal Pension and Provident Ltd., Atudot Pension Fund for Employees and Independent Workers Ltd., and Meitav DS Provident Funds and Pension Ltd., collectively.

ff. “Plaintiffs” means Lead Plaintiff and all Class Members.

gg. “Plaintiffs’ Counsel” means Lead Counsel and all other legal counsel who,

at the direction and under the supervision of Lead Counsel, approved by the Court, performed services on behalf of the Class in the Action.

hh. “Plaintiffs’ Releasees” means Lead Plaintiff and its constituent members, their officers and directors, their respective attorneys, and all other Class Members.

ii. “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Settlement Notice.

jj. “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

kk. “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended.

“Postcard Notice” means the abridged form of notice attached substantially in the form attached hereto as Exhibit A-4 advising recipients of the Settlement Hearing, directing recipients to the Settlement website and instructing how to receive the Settlement Notice and other important documents, which may be disseminated to Class Members in lieu of mailing the Settlement Notice if Lead Counsel determines that to be more efficient and in the interests of Class Members.

ll. “Released Claims” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.

mm. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known or unknown (including Unknown Claims, defined below), whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants. Released

Defendants' Claims do not cover, include, or release: (i) any claims relating to the enforcement of the Settlement; (ii) any claims against any person or entity who submitted a valid request for exclusion in connection with the Class Notice that was accepted by the Court or was otherwise excluded by motion and order; and (iii) if and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, any claims against any person or entity that submits a request for exclusion from the Class in connection with the Settlement Notice that is accepted by the Court (the "Excluded Defendants' Claims").

nn. "Released Plaintiffs' Claims" means all claims and causes of action of every nature and description, whether known or unknown (including Unknown Claims, defined below), whether arising under federal, state, common, foreign, or other applicable law, rule, or regulation, regardless of whether the claims have been dismissed by the Court in any rulings, that Lead Plaintiff or any other member of the Classes: (i) asserted in the Original Complaint filed in the Action on May 18, 2016; (ii) asserted in the Amended Complaint filed in the Action on June 21, 2017;² or (iii) could have asserted in any forum worldwide, including in Israel, that both (a) arise out of or in any way relate to (directly or indirectly) the facts, events, transactions, allegations, matters, statements, or omissions alleged, set forth, or referred to in the Original Complaint or the Amended Complaint and (b) relate to the purchase or other acquisition of Perrigo publicly traded common stock (including any decision to purchase Perrigo publicly traded common stock) during

² Including, but not limited to, any assertion that up until and including the end of the Class Period: (i) any or all of Defendants or Former Defendants misrepresented that Mylan's 2015 tender offers undervalued Perrigo; (ii) any or all of Defendants or Former Defendants falsely claimed that Perrigo would achieve 5% to 10% organic growth as a stand-alone company; (iii) any or all of Defendants or Former Defendants concealed that Perrigo was experiencing issues integrating the Omega acquisition; (iv) any or all of Defendants or Former Defendants concealed that Perrigo wrongly accounted for the Tysabri drug royalty stream; or (v) any or all of Defendants or Former Defendants did not disclose that Perrigo was involved in illegal collusive pricing activities in Perrigo's generic prescription drug business.

the Class Period or ownership of Perrigo common stock as of November 12, 2015. Released Plaintiffs' Claims do not cover, include, or release: (i) any claims asserted by any person or entity who requested exclusion from the Classes in connection with the Class Notice; (ii) if and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, any claims of any person or entity that submits a request for exclusion from the Class in connection with the Settlement Notice that is accepted by the Court; or (iii) any claims relating to the enforcement of the Settlement (the "Excluded Plaintiffs' Claims").

oo. "Releasees" means Defendants' Releasees and Plaintiffs' Releasees.

pp. "Settlement" means the settlement between Lead Plaintiff and Defendants on the terms and conditions set forth in this Stipulation.

qq. "Settlement Amount" means \$97,000,000.00.

rr. "Settlement Fund" means the Settlement Amount plus any and all interest earned thereon.

ss. "Settlement Hearing" means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

tt. "Settlement Notice" means the Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit A-1, which is to be disseminated to Class Members.

uu. "Summary Settlement Notice" means the Summary Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit A-3, to be published as set forth in the Preliminary Approval Order.

vv. “Taxes” means (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the expenses and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

ww. “Unknown Claims” means any Released Plaintiffs’ Claims which Lead Plaintiff, the Class, or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant or any other Defendants’ Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the Class, the other Class Members, and each of the other Plaintiffs’ Releasees and Defendants’ Releasees shall be deemed to have waived, and by operation of the Judgment, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil 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.

Lead Plaintiff and Defendants acknowledge that they may hereafter discover facts in addition to or different from those which they or their counsel now know or believe to be true with respect to

the subject matter of the Released Claims, but Lead Plaintiff and Defendants shall expressly settle and release, and the Class and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment, shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including but not limited to conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and each of the Class and the other Class Members and each of the other Plaintiffs' Releasees and Defendants' Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and constitutes a key element of the Settlement.

PRELIMINARY APPROVAL OF SETTLEMENT

2. Promptly upon execution of this Stipulation, and in any event no later than April 4, 2024, unless extended by agreement of the Parties, Lead Plaintiff will move for preliminary approval of the Settlement and the scheduling of a hearing for consideration of final approval of the Settlement, which motion shall be unopposed by Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiff shall apply to the Court for, and Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

3. In connection with the motion for preliminary approval of the Settlement, the Parties will jointly request that the Court not permit a second opportunity for Class Members to request exclusion from the Class. The Settlement, however, is not contingent on the Court's

decision regarding whether or not a second opportunity to request exclusion from the Class shall be permitted.

RELEASE OF CLAIMS

4. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action as against Defendants; and (ii) the Releases provided for herein.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiff, the Class, and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of this Stipulation, of law, and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against the Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees. This Release shall not apply to any of the Excluded Plaintiffs' Claims.

6. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of this Stipulation, of law, and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim against the Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees. This Release shall not apply to any of the Excluded Defendants'

Claims.

7. Upon the Effective Date, Lead Plaintiff, the Class, and each of the other Class Members are forever barred and enjoined from prosecuting any Released Plaintiffs' Claims against any of the Defendants' Releasees.

8. Upon the Effective Date, to the extent allowed by law, this Stipulation shall operate conclusively as an estoppel and full defense in the event, and to the extent, of any claim, demand, action, or proceeding brought by the Class or a Class Member against any of the Defendants' Releasees with respect to any Released Plaintiffs' Claims, or brought by a Defendant against any of the Plaintiffs' Releasees with respect to any Released Defendants' Claim.

9. Notwithstanding ¶¶ 5-8 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

10. The Judgment shall, among other things, provide for the dismissal with prejudice of the Action against the Defendants, without costs to any Party, except for the payments expressly provided for herein.

THE SETTLEMENT CONSIDERATION

11. In consideration of the Settlement and the release of the Released Plaintiffs' Claims against Defendants and the other Defendants' Releasees, Perrigo shall cause the Settlement Amount to be deposited into the Escrow Account within thirty (30) calendar days of preliminary approval of the Settlement, provided that Lead Counsel has submitted to Defendants' Counsel both: (a) a W-9 for the Escrow Account, and (b) complete wire or check mailing instructions, including the appropriate SWIFT Code, for payment to the Escrow Account. The Settlement Amount represents the entirety of the Defendants' financial obligations under this Stipulation and in connection with this Settlement, meaning that it includes all attorneys' fees and expenses, Notice

and Administration Costs, Taxes, and costs of any kind whatsoever associated with the Settlement. The full payment of the entire Settlement Amount into the Escrow Account in accordance with this paragraph fully discharges Defendants' financial obligations under this Stipulation and in connection with the Settlement, meaning that none of the Defendants shall have any other obligation to make any payment into the Escrow Account or to the Class or any Class Member, or any other Person, under this Stipulation or as part of the Settlement once the payment described in this paragraph has been made.

USE OF SETTLEMENT FUND

12. Subject to the terms and conditions of this Stipulation and the Settlement, the Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; and (d) any attorneys' fees awarded by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided below, or as otherwise ordered by the Court.

13. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court, and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills or other instruments secured by the full faith and credit of the United States (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. Additionally, if short-term placement of the funds is necessary, all or any portion of the

funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

14. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Defendants' Releasees shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

15. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid by the Escrow Agent pursuant to the disbursement instructions to be set forth in the Escrow Agreement, and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the

Settlement Fund as provided herein. The Defendants and the other Defendants' Releasees shall have no responsibility or liability for the acts or omissions of the Claims Administrator, the Escrow Agent, Lead Counsel, or their agents with respect to the payment of Taxes, as described herein.

16. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendants' Releasee, or any other person or entity who or which paid any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Claim Forms submitted, the collective amount of recognized claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

17. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, Notice and Administration Costs actually incurred and paid or payable, which shall not exceed \$500,000. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Postcard Notice and/or Settlement Notice and Claim Form (the "Settlement Notice Packet"), publishing the Summary Settlement Notice, the costs of translating notices and related documents, reimbursements to nominee owners for forwarding the Settlement Notice Packet to their beneficial owners, costs associated with Class Notice and maintaining the notice website, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice, administering the Settlement (including processing the submitted Claims), and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid

to any of the Defendants' Releasees, or any other person or entity who or which paid any portion of the Settlement Amount.

ATTORNEYS' FEES AND LITIGATION EXPENSES

18. Lead Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel to be paid from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for payment of Litigation Expenses, which may include a request for reimbursement of time, costs, and expenses of Lead Plaintiff and its members directly related to their representation of the Class, to be paid from (and out of) the Settlement Fund. Lead Counsel's application for attorneys' fees or Litigation Expenses is not the subject of any agreement between Defendants and Lead Plaintiffs other than what is set forth in this Stipulation. The Court's consideration of Lead Counsel's application for attorneys' fees and Litigation Expenses shall be independent of its consideration of the fairness, reasonableness, and adequacy of the Settlement, and the effectiveness of the Settlement shall not depend on the amount of attorneys' fees and/or Litigation Expenses awarded.

19. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Lead Counsel immediately upon award or as otherwise provided by the Court at its discretion, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom. An award of attorneys' fees or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Lead Plaintiffs nor Lead Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees or Litigation Expenses.

20. Defendants' Releasees shall have no responsibility for or liability whatsoever with respect to the payment, allocation, or award of attorneys' fees or Litigation Expenses. The

attorneys' fees and Litigation Expenses that are awarded to Plaintiffs' Counsel shall be payable solely from the Settlement Fund in the Escrow Account.

SETTLEMENT NOTICE AND ADMINISTRATION

21. As part of the Preliminary Approval Order, Lead Plaintiff shall seek appointment of the Claims Administrator. The Claims Administrator shall administer the Settlement, including, but not limited to, the process of receiving, reviewing, and approving or denying Claims, under Lead Counsel's supervision and subject to the jurisdiction of the Court. None of the Defendants nor any other Defendants' Releasees shall have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Lead Plaintiffs, any other Class Members, or Lead Counsel, in connection with the foregoing. Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

22. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Lead Counsel shall cause the Claims Administrator to mail the Postcard Notice and/or Settlement Notice and Proof of Claim Form to those members of the Class as may be identified through reasonable effort. Lead Counsel shall also cause the Claims Administrator to have the Summary Settlement Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

23. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's recognized claim compared

to the total recognized claims of all Authorized Claimants (as set forth in the Plan of Allocation set forth in the Settlement Notice attached hereto as Exhibit A-1, or in such other plan of allocation as the Court approves).

24. The Plan of Allocation proposed in the Settlement Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. No Defendant, nor any other Defendants' Releasee, shall have any involvement with or liability, obligation, or responsibility whatsoever in connection with the Plan of Allocation or any other Court-approved plan of allocation.

25. Any Class Member who does not submit a valid Claim Form by the deadline set by the Court (unless and to the extent the deadline is extended by the Court) will not be entitled to receive any distribution from the Net Settlement Fund, but will, nevertheless, upon the occurrence of the Effective Date, be bound by all of the terms of this Stipulation and Settlement (including the terms of the Judgment) and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any of the Defendants or any of the other Defendants' Releasees with respect to the Released Plaintiffs' Claims.

26. Any Class Member who or which has not timely and validly requested exclusion from the Class in connection with Class Notice or been excluded by motion and order (or, if, and only if, the Court permits a second opportunity for Class Members to request exclusion from the Class, has not timely and validly requested exclusion from the Class in connection with the

Settlement Notice): (a) shall be deemed to have waived his, her or its right to be excluded from the Class; (b) shall be forever barred from requesting exclusion from the Class in this or any other proceeding; (c) shall be bound by the provisions of this Stipulation, the Settlement, and all proceedings, determinations, orders and judgments in the Action relating to the Settlement, including, but not limited to, the Judgment, and the Releases provided for therein whether favorable or unfavorable to the Class; and (d) shall be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

27. Lead Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Defendant, or any other Defendants' Releasee, shall be permitted to review, contest, or object to any Claim Form, or any decision of the Claims Administrator, or Lead Counsel with respect to accepting or rejecting any Claim for payment by a Class Member. Lead Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Claim Forms submitted in the interests of achieving substantial justice. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in

administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court, or as otherwise ordered by the Court.

28. The Net Settlement Fund shall be distributed to Authorized Claimants only after the later of the Effective Date; the Court having approved a plan of allocation in an order that has become Final; and the Court issuing a Class Distribution Order that has become Final.

29. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

- a. Each Class Member shall be required to submit a Claim Form, substantially in the form attached hereto as Exhibit A-2, supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;
- b. All Claim Forms must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Settlement Notice, unless extended by the Court. Any Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court such Class Member's Claim Form is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment and by the Releases provided for herein

and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Defendants' Releasees with respect to any Released Plaintiffs' Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when either submitted online or when postmarked, if received with a postmark indicated on the envelope and if mailed by first- class mail and addressed in accordance with the instructions thereon. In all other cases, including online submission via the Settlement website, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

- c. Each Claim Form shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the plan of allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;
- d. Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph

(e) below; and

- e. If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, or a lesser time period if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court, on reasonable notice to Defendants' Counsel.

30. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to reasonable investigation to the extent necessary to determine Claimant's status as a Class Member and the validity and amount of the Claimant's Claim. No investigation shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claim Forms.

31. Lead Counsel will apply to the Court, on reasonable notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

32. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. All Class Members who do not submit a Claim or whose Claims are

not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in this Action; and by the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Defendants' Releasees with respect to any and all of the Released Plaintiffs' Claims.

33. No Claimant or Class Member shall have any claim against Lead Plaintiff, Plaintiffs' Counsel, Defendants' Counsel, any Parties' experts, the Claims Administrator (or any other agent designated by Lead Counsel), or the Defendants' Releasees based on any investments, costs, expenses, administration, allocations, calculation, payments, the withholding of taxes (including interest and penalties) owed by the Settlement Fund (or any losses incurred in connection therewith), or distributions that are made substantially in accordance with this Stipulation and the Settlement, the plan of allocation approved by the Court, or further orders of the Court.

34. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. All Class Members and Parties to this Settlement expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

TERMS OF THE JUDGMENT

35. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

36. The Judgment shall contain a bar order (“Bar Order”) substantially in the form set forth in Exhibit B that shall bar all future claims and claims over by any individual or entity (including the Class) against any of the Defendants’ Releasees, and by the Defendants’ Releasees against any individual or entity, for (a) contribution or indemnity (or any other claim or claim-over, however denominated on whatsoever theory) arising out of or related to the claims or allegations asserted by Plaintiffs in the Action, or (b) any other claim of any type, whether arising under state, federal, common or foreign law, for which the injury claimed is that person’s or entity’s actual or threatened liability to Plaintiffs and/or members of the Class; *provided, however*, that the Bar Order shall not bar or release any Excluded Plaintiffs’ Claims asserted by Class Members; and *further provided, however*, that the order shall not preclude the Defendants from seeking to enforce any contractual rights they may have under their applicable insurance policies or that the Defendants may have based on the charter and by-laws of Perrigo.

37. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

- a. the Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2 above;
- b. the Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 11 above;
- c. the time for Defendants and Lead Plaintiff to exercise their option to terminate the Settlement pursuant to the provisions of this Stipulation (including the Supplemental Agreement described in ¶ 41 below) has expired or otherwise been waived; and
- d. the Court has approved the Settlement as described herein, following notice to

the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment and the Judgment has become Final.

38. Upon the occurrence of all of the events referenced in ¶ 37 above, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

39. If (i) Defendants exercise their right to terminate the Settlement as provided in this Stipulation; (ii) Lead Plaintiff exercises its right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

- a. The Settlement and the relevant portions of this Stipulation shall be canceled and terminated.
- b. Lead Plaintiff and Defendants shall revert to their respective positions in the Action as of March 14, 2024.
- c. The terms and provisions of this Stipulation, with the exception of this ¶ 39 and ¶¶ 17, 19, 46, and 64, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.
- d. Within five (5) business days after joint written notification of termination is sent by Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon and any funds received by Lead Counsel consistent with ¶ 19 above), less any expenses and any costs which have either been disbursed or incurred and chargeable to Notice and

Administration Costs and less any Taxes paid or due or owing, shall be refunded by the Escrow Agent to Defendants pursuant to the Defendants' instructions, to be provided in the event of a termination. In the event that the funds received by Lead Counsel consistent with ¶ 19 above have not been refunded to the Settlement Fund within the five (5) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendants pursuant to the Defendants' instructions, to be provided in the event of a termination, immediately upon those funds' deposit into the Escrow Account consistent with ¶ 19 above

40. It is further stipulated and agreed that Lead Plaintiff and Defendants shall each have the right, but not the obligation, to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (the "Termination Notice") to the other Parties to this Stipulation within seven (7) business days of: (a) the Court's final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court's final refusal to approve the Settlement or any material part thereof; (c) the Court's final refusal to enter the Judgment in any material respect as to the Settlement; or (d) the date upon which the Judgment is modified or reversed in any material respect. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys' fees or Litigation Expenses or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of any Judgment and shall not be grounds for termination of the Settlement.

41. In addition to the grounds set forth in ¶ 40 above, if and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, and such Class Members file with the Court valid and timely requests for exclusion from the Class in accordance

with the Preliminary Approval Order, and such Persons in the aggregate have purchased or otherwise acquired Perrigo common stock in an amount that equals or exceeds the sum specified in a separate confidential supplemental agreement between the Parties (the “Supplemental Agreement”), Perrigo shall have the unilateral right, but not the obligation, to terminate this Stipulation and render it null and void in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement, which is being executed concurrently herewith, is confidential and shall not be filed with the Court unless a dispute arises with respect to its terms or application or if the Court requires disclosure of the Supplemental Agreement or some or all of its contents. If required by the Court, the Supplemental Agreement and/or any of its terms may be disclosed to the Court in camera for purposes of approval of the Settlement, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the Court so as to preserve the confidentiality of the terms of the Supplemental Agreement. In the event that the Court requires the Supplemental Agreement or some or all of its contents to be publicly disclosed including in the Settlement Notice and/or filed with the Court, all terms of the Supplemental Agreement other than those relating to confidentiality shall remain in full force and effect, and any such requirement by the Court for disclosure of the Supplemental Agreement or some or all of its contents shall not constitute a basis for any Party to void the Settlement. In the event of a termination of this Settlement pursuant to the Supplemental Agreement, this Stipulation and Settlement shall become null and void and of no further force and effect, except that the provisions of ¶ 40 above shall survive termination.

NO ADMISSION OF WRONGDOING

42. Neither this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be

approved by the Court), the Judgment, the Supplemental Agreement, the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation or approval of the Settlement (including any arguments proffered in connection therewith):

- a. shall be (i) offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to (a) the truth of any fact alleged by Lead Plaintiffs; (b) the validity of any claim that was or could have been asserted in this Action or in any other litigation; (c) the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation; or (d) any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees; or (ii) in any way referred to for any other reason against any of the Defendants' Releasees, in any civil, criminal, or administrative action or proceeding (including any arbitration) other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;
- b. shall be (i) offered against any of the Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Plaintiffs' Releasees (a) that any of their claims are without merit, that any of the Defendants had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount; or (b) with respect to any liability, negligence, fault or wrongdoing of any kind; or (ii) in any way referred to for any other reason as

against any of the Plaintiffs' Releasees, in any civil, criminal, or administrative action or proceeding (including any arbitration) other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

- c. shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

provided, however, that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

MISCELLANEOUS PROVISIONS

43. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

44. As set forth in the Class Action Fairness Act of 2005 ("CAFA"), Defendants shall timely serve a CAFA notice within ten (10) calendar days of the filing of this Stipulation with the Court. Perrigo shall be responsible for all costs and expenses related thereto. At least seven (7) calendar days before the Settlement Hearing, Perrigo shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with the notice requirements of CAFA. The Parties agree that any delay by Defendants in timely serving the CAFA notice will not provide grounds for delay of the Settlement Hearing or entry of the Judgment.

45. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, then, at the election of Lead Plaintiff, Lead Plaintiff and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment, in which event the Releases and Judgment shall be null and void, and the Parties shall be restored to their respective positions in the litigation as provided in ¶ 39 above and any cash amounts in the Settlement Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid or payable) shall be returned as provided in ¶ 39.

46. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiff and any other Class Members against the Defendants' Releasees with respect to the Released Plaintiffs' Claims. Accordingly, except in the event of the termination of this Settlement, Lead Plaintiff, and their counsel, and Defendants, and their counsel, agree not to assert in any forum that this Action was brought by Lead Plaintiff or defended by Defendants in bad faith and without a reasonable basis. No Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or settlement of this Action. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, including through a mediation process, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

47. Defendants retain their right to deny that the claims asserted in the Action were

meritorious. Nonetheless, Defendants and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. Plaintiffs retain their right to assert their claims in the action were meritorious. Nonetheless, Lead Plaintiff and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that Defendants' defenses were asserted in bad faith, nor will they deny that Defendants defended the Action in good faith and that the action is being settled voluntarily after consultation with competent legal counsel. In all events, Lead Plaintiff, and its counsel, and Defendants, and their counsel, shall not make any accusations of wrongful or actionable conduct by either Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

48. Defendants and Defendant Releasees may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense, claim, or counterclaim based on principles of 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.

49. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived, except by a writing signed on behalf of both Lead Plaintiffs and Defendants (or their successors-in-interest).

50. All time periods set forth herein shall be computed in business days if such period is 14 days or less and calendar days if such period is 15 days or more, unless otherwise expressly provided; except that the time period in ¶ 44 shall be computed in calendar days. In computing

any period of time prescribed or allowed by the terms of this Stipulation or by order of Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period shall run until the end of the next day that is not one of the aforementioned days. As used in the preceding sentence, “legal holiday” includes any day appointed as a federal holiday in the United States.

51. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

52. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys’ fees and Litigation Expenses to Plaintiffs’ Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Class Members.

53. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

54. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among Lead Plaintiff and Defendants concerning the Settlement and this Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation, its exhibits, or the Supplemental Agreement other than those contained and memorialized in such documents.

55. This Stipulation may be executed in one or more counterparts and exchanged

among the Parties by facsimile or email of the .pdf or .tif image of the signature. The signatures so transmitted shall be given the same effect as the original signatures. All executed counterparts and each of them shall be deemed to be one and the same instrument.

56. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize, and to the benefit of Perrigo's D&O insurers.

57. The construction, interpretation, operation, effect, and validity of this Stipulation, the Supplemental Agreement, and all documents necessary to effectuate it shall be governed by the internal laws of the State of New Jersey without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

58. Any action arising under or to enforce this Stipulation, or any portion thereof, shall be commenced and maintained only in the Court.

59. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that the Stipulation is the result of arm's-length negotiations among the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

60. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

61. Lead Counsel and Defendants' Counsel agree to cooperate with one another in

seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

62. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery, or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Lead Plaintiff or Lead Counsel: Pomerantz LLP.
Attn: Jeremy A. Lieberman
600 Third Avenue
New York, NY 10016
(212) 661-1100
jalieberman@pomlaw.com

-and-

Bernstein Litowitz Berger &
Grossmann LLP
Attn: James A. Harrod
1251 Avenue of the Americas
New York, NY 10020
(212) 554-1400
jim.harrod@blbglaw.com

If to Defendants or to Defendants' Counsel: Fried, Frank, Harris, Shriver & Jacobsen LLP
Attn: James D. Wareham
801 17th Street, NW
Washington, DC 20006
(202) 639-7000
james.wareham@friedfrank.com

Gibson, Dunn & Crutcher, LLP
Attn: Reed Brodsky
200 Park Ave
New York, New York 10166
(212) 351-4000 rbrodsky@gibsondunn.com

63. Except as otherwise provided herein, each Party shall bear its own costs.

64. Whether or not the Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential consistent with Fed. R. Evid. 408 and similar principles.


65. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

66. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel, nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

67. The parties consent pursuant to 28 U.S.C. § 636(c) to referral of the preliminary and final approval of the Settlement, and any issues regarding Settlement implementation, to Magistrate Judge Leda D. Wettre.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of April 4, 2024.

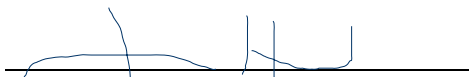
For Lead Plaintiff and the Classes:

By:  _____

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For Perrigo Company plc:

By: 

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Liaison Counsel for Defendants

For Joseph C. Papa:

By:  _____

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Counsel for Defendant Joseph C. Papa

Exhibit A

**UNITED STATES DISTRICT COURT
DISTRICT COURT OF NEW JERSEY**

ROOFER’S PENSION FUND, Individually)
and On Behalf of All Others Similarly)
Situating,)
Plaintiff,)
v.)
JOSEPH C. PAPA, *et al.*,)
Defendants)

Case No. 1:16-CV-02805 RMB LDW
Hon. Renée Marie Bumb
Hon. Leda Dunn Wettre
CLASS ACTION

[PROPOSED] PRELIMINARILY APPROVAL ORDER

WHEREAS, Lead Plaintiff Perrigo Institutional Investor Group (“Lead Plaintiff”, and together with Class Members, “Plaintiffs”) on behalf of itself, its members, and Class Members of the three certified Classes; and (b) Defendants Perrigo Company plc (“Perrigo”) and Joseph C. Papa (“Papa”) (collectively, “Defendants” and together with Lead Plaintiff, the “Parties” and each a “Party”), entered into the Stipulation and Agreement of Settlement dated April 4, 2024 (the “Stipulation”) which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits attached thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the above-captioned class action pending before the Court (the “Action”); and the Court having considered the Stipulation and the exhibits

thereto, and Lead Plaintiff's motion and supporting papers, and finding that substantial and sufficient grounds exist for entering this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____, 2024, that:

1. Capitalized terms used herein have the meanings defined in the Stipulation.
2. The Court finds that (a) the Stipulation resulted from good faith, arm's length negotiations, and (b) it will likely be able to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable, and adequate to Class Members, so that providing notice of the Settlement to Class Members and holding a Settlement Hearing is warranted.
3. The Court hereby preliminarily approves the Settlement, subject to further consideration at a hearing ("Settlement Hearing") pursuant to Federal Rule of Civil Procedure 23(e), which is hereby scheduled to be held before the Court [**choose one: in-person/telephonically/via Zoom**] on _____ 2024 at __:___ .m. for the following purposes:
 - a. to determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
 - b. to determine finally whether the Judgment as provided under the Stipulation should be entered, dismissing the Action on the merits and with prejudice, and to determine, among other things, whether the releases set forth in the Stipulation should be ordered;
 - c. to determine finally whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court;

- d. to consider any application of Lead Counsel, on behalf all Plaintiffs' Counsel, for attorney's fees and litigation expenses, or an application for an award to Lead Plaintiff or its members;
- e. to consider Class Members' objections to the Settlement, if any, provided that they validly submitted an objection in accordance with this Order and the Settlement Notice; and
- f. to rule upon such other matters as the Court may deem appropriate.

4. The Court reserves the right to adjourn the Settlement Hearing to a later date and to approve the Settlement without modification, or with such modifications as may be agreed to by the Parties, and with or without further notice of any kind. The Court further reserves the right to enter Judgment approving the Settlement and dismissing the Action, on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded fees or expenses.

5. The Court approves the form, substance, and requirements of (a) the Settlement Notice, (b) the Proof of Claim Form, (c) the Summary Settlement Notice, and (d) Postcard Notice, all of which are exhibits to the Stipulation.

6. Lead Counsel have the authority to enter into the Settlement on behalf of the Classes and has the authority to act on behalf of the Classes with respect to all acts or consents required by or that may be given pursuant to the Stipulation or such other acts that are reasonably necessary to consummate the Settlement.

7. For settlement purposes only, JND Legal Administration is appointed and approved as the Claims Administrator to supervise and administer the notice procedure as well as the processing of Claims. As provided in the Stipulation, prior to the Effective Date of the Settlement,

up to \$500,000 in Notice and Administration Costs may be paid to the Claims Administrator without further order of this Court.

8. Within sixteen (16) calendar days of the entry of this Order, Lead Counsel, through the Claims Administrator, shall either (a) email the Settlement Notice and Proof of Claim Form to Class Members for whom the Claims Administrator is able to obtain email addresses, substantially in the form annexed to the Stipulation as Exhibits A-1 and A-2 or (b) mail the Postcard Notice, substantially in the form Annexed to the Stipulation as Exhibit A-4, or the Settlement Notice and Proof of Claim Form to Class Members by first-class mail, postage prepaid, to Class Members who can be identified with reasonable effort by Lead Counsel, through the Claims Administrator. These documents shall be translated into Hebrew for dissemination to Class Members with mailing addresses in Israel.

9. In the previously disseminated Class Notice, nominees and custodians were advised that if they (a) purchased or otherwise acquired Perrigo common stock during the period April 21, 2015 from May 2, 2017, inclusive, or (b) held Perrigo common stock as of as of the market close on November 12, 2015 and through at least 8:00 a.m. eastern time on November 13, 2015, for the beneficial interest of persons or entities other than themselves, that they must either: (i) within seven (7) calendar days of receipt of the Class Notice, request from the Notice Administrator sufficient copies of the Class Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Class Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of the Class Notice, provide a list of the names and last known addresses of all such beneficial owners to the Notice Administrator.

(a) For nominees who chose the first option (*i.e.*, elected to mail the Class Notice directly to beneficial owners), the Claims Administrator shall forward the same

number of Postcard Notices or the same number of Settlement Notices and Proof of Claim Forms (together, the “Settlement Notice Packet”) to such nominees, and the nominees shall, within seven (7) calendar days of receipt of the Postcard Notice or Settlement Notice Packets, mail such document(s) to their beneficial owners;

(b) For nominees who chose the second option (*i.e.*, provided a list of names and addresses of beneficial owners to the Notice Administrator), the Claims Administrator shall promptly mail a Postcard Notice or Settlement Notice Packet to each of the beneficial owners whose names and addresses the nominee previously supplied. Unless the nominee has names and addresses of beneficial owners whose names and addresses were not previously provided to the Notice Administrator, or the nominee is aware of name and address changes for these beneficial owners, these nominees need not take any further action;

(c) For nominees who purchased or otherwise acquired Perrigo common stock during the Class Period (or held Perrigo common stock as of as of the market close on November 12, 2015 and through at least 8:00 a.m. eastern time on November 13, 2015) for beneficial owners whose names and addresses were not previously provided to the Notice Administrator or if a nominee is aware of name and address changes for beneficial owners whose names and addresses were previously provided, such nominees shall within seven (7) calendar days of receipt of the Postcard Notice or Settlement Notice Packet, provide a list of the names, addresses, and email addresses of all such beneficial owners to the Claims Administrator, or shall request sufficient copies of the Postcard Notice or Settlement Notice Packet to forward to all such beneficial owners which the nominee shall, within seven (7) calendar days of receipt of those documents, mail to the beneficial owners;

(d) Alternatively, in lieu of mailing the Postcard Notice or Settlement Notice Packet, nominees may request an electronic link to the Settlement Notice and Proof of Claim Form (“Notice and Claim Link”), and email the Notice and Claim Link to such beneficial owners for whom valid email addresses are available. Similarly, if the Claims Administrator receives an email address from a nominee, it will send a Notice and Claim Link electronically to those potential Class Members; and

(e) The Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses, incurred in providing notice to beneficial owners, which expenses would not have been incurred except for the providing names and addresses up to \$0.05 per name (with address and email address) provided to the Claims Administrator; up to \$0.05 per Postcard Notice or Notice and Proof of Claim Form mailed plus postage at the rate used by the Claims Administrator; or up to \$0.05 per Notice and Claim Link sent by email, and subject to further order of this Court with respect to any dispute concerning such reimbursement.

10. Lead Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for Defendants and file with the Court proof of the mailing of the Postcard Notice or the Settlement Notice and Proof of Claim Form as required by this Order.

11. Lead Counsel, through the Claims Administrator, shall cause the Stipulation and its exhibits, this Order, and a copy of the Settlement Notice and Proof of Claim Form to be posted on the Settlement website within sixteen (16) calendar days after entry of this Order.

12. Lead Counsel, through the Claims Administrator, shall cause the Summary Settlement Notice to be published electronically on a national U.S. wire service such as *GlobeNewswire* or *PR Newswire* within ten (10) calendar days after the mailing/emailing of notice.

Lead Counsel, through the Claims Administrator, shall also cause the Summary Settlement Notice to be published electronically in Hebrew on a newswire with national coverage in Israel within ten (10) calendar days after the mailing/emailing of notice. Lead Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for Defendants and file with the Court proof of publication of the Summary Settlement Notice.

13. The forms and methods set forth herein of notifying Class Members of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best notice practicable under the circumstances; and constitute due and sufficient notice to all persons entitled thereto. No Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Class Member failed to receive actual or adequate notice.

14. As provided in the Stipulation, Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715, *et seq.* (“CAFA”) no later than ten (10) calendar days following the filing of the Stipulation with the Court. Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice. No later than seven (7) calendar days before the Settlement Hearing, Perrigo shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with the notice requirements of CAFA.

15. In order to be entitled to participate in recovery from the Net Settlement Fund after the Effective Date, each Class Member shall take the following action and be subject to the following conditions:

- a. A properly completed and executed Proof of Claim Form must be submitted to the Claims Administrator: (a) electronically through the Settlement website, www.PerrigoSecuritiesLitigation.com, by 11:59 p.m. Eastern Time on _____, 2024; or (b) at the Post Office Box indicated in the Settlement Notice, postmarked no later than _____, 2024 (ten (10) calendar days prior to the Settlement Hearing). Such deadline may be further extended by Order of the Court. Each Proof of Claim Form shall be deemed to have been submitted when: (a) the claim receives a confirmation notice from JND Legal Administration for electronic submissions; or (b) legibly postmarked (if properly addressed and mailed by first-class mail) provided such Proof of Claim Form is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim Form submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Settlement Notice.
- b. the Proof of Claim Form submitted by each Class Member must satisfy the following conditions: (i) it must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims

Administrator or Lead Counsel; (iii) if the Person executing the Proof of Claim Form is acting in a representative capacity, a certification of his current authority to act on behalf of the Class Member must be provided with the Proof of Claim Form; and (iv) the Proof of Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

- c. Once the Claims Administrator has considered a timely submitted Claim, it shall determine whether such Claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Claim that is deficient or otherwise rejected shall be afforded a reasonable time (at least twenty (20) calendar days) to cure such deficiency if it shall appear that such deficiency may be cured. If any Claimant whose Claim has been rejected in whole or in part wishes to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice (or a lesser time period if the Claim was untimely), serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

d. As part of the Proof of Claim Form, each Class Member shall submit to the jurisdiction of the Court with respect to the Claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing of the Claim, nor shall any discovery from or of Lead Plaintiff or Defendants, or of their counsel or the Claims Administrator be allowed on any topic.

16. All Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund, but will in all other respects be subject to and bound by the provisions of the Stipulation and the Judgment, if entered.

17. Class Members, having already been provided a full and fair opportunity to timely exclude themselves pursuant to Class Notice and/or notice and motion, as several persons did, shall not be afforded further opportunity to exclude themselves. *See, e.g., Low v. Trump Univ., LLC*, 246 F. Supp. 3d 1295, 1309 (C.D. Cal. 2017) (holding that neither due process nor Rule 23(e) require a second opportunity to exclude), *aff'd*, 881 F.3d 1111 (9th Cir. 2018).

18. The Court will consider comments and/or objections to the Settlement, the Plan of Allocation, or any application for attorney's fees and litigation expenses, provided, however, that no Class Member or other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement or, if approved, the Judgment, or any other order relating thereto, unless that person has served the objection upon the following at least twenty-one (21) calendar days prior to the Settlement Hearing Date:

<p>Lead Counsel: Joshua B. Silverman Pomerantz LLP 10 South LaSalle Street Suite 3505 Chicago, IL 60603</p> <p>James Harrod Bernstein Litowitz Berger & Grossmann LLP 1251 Avenue of the Americas New York, NY 10020</p>	<p>Defendants' Counsel: James D. Wareham Fried, Frank, Harris, Shriver & Jacobson LLP 801 17th Street, NW Washington, DC 20006</p> <p>Reed Brodsky Gibson, Dunn & Crutcher LLP 200 Park Ave New York, New York 10166</p>
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To be valid, any such objection: (a) must identify the case name and docket number, *Roofer's Pension Fund v. Papa, et al.*, No. 1:16-cv-02805 (RMB) (LDW) (D.N.J.); (b) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (c) must state with specificity the grounds for the Class Member's objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; and (d) must include documents sufficient to prove membership in the Class, including (i) the number of shares of Perrigo common stock that the objecting Class Member purchased/acquired and/or sold during the Class Period (*i.e.*, April 21, 2015 through May 2, 2017, inclusive), as well as the transaction dates, number of shares, and prices of each such purchase/acquisition and sale; and (ii) the number of shares of Perrigo common stock that objecting Class Member owned as of November 12, 2015 and still held through at least 8:00 a.m. on November 13, 2015. The objecting Class Member shall provide documentation establishing membership in the Class through copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized

statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement.

19. Any Class Member who wishes to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's application for attorneys' fees and litigation expenses must also file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in paragraph 18 above so that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

20. Any Class Member or other person who does not object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, the Judgment to be entered approving the Settlement, the Plan of Allocation, and/or any application for an award of fees or reimbursement of expenses, unless otherwise ordered by the Court; shall be bound by all the terms and provisions of the Stipulation and by all proceedings, orders, and judgments in the Action; and shall also be foreclosed from appealing any judgment or order entered in this Action.

21. The Court reserves the right to adjourn the Settlement Hearing or to conduct it remotely without any further notice other than entry of an Order on the Court's docket, and to approve the Settlement without further notice to the Classes.

22. Lead Plaintiff and Lead Counsel's opening papers in support of final approval of the Settlement and the Plan of Allocation and/or any application for attorney's fees and litigation

expenses shall be filed and served no later than thirty-five (35) calendar days before the Settlement Hearing.

23. Any submissions filed in response to any objections or in further support of the Settlement, the Plan of Allocation and/or any application for attorney's fees and litigation expenses shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

24. Defendants shall have no responsibility for, or liability with respect to, the Plan of Allocation or any application for attorneys' fees and litigation expenses, or expenses or payments to Lead Plaintiff and its members submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

25. The contents of the Settlement Fund held by The Huntington National Bank (which the Court approves as the Escrow Agent) shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

26. Pending final determination of whether the Settlement should be approved, Lead Plaintiff and Class Members shall be enjoined from commencing, continuing, prosecuting, or attempting to prosecute any Released Plaintiffs' Claim against any Defendants' Releasee in any court or tribunal or proceeding (including in the Action), unless and until the Stipulation is cancelled and terminated pursuant to the Stipulation.

27. Neither the Memorandum of Understanding, the Stipulation, including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), this Judgment, the Supplemental Agreement, the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with this

Stipulation or approval of the Settlement (including any arguments proffered in connection therewith):

- (a) shall be (i) offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to (a) the truth of any fact alleged by Lead Plaintiff; (b) the validity of any claim that was or could have been asserted in this Action or in any other litigation; (c) the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation; or (d) any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees; or (ii) in any way referred to for any other reason against any of the Defendants' Releasees, in any civil, criminal, or administrative action or proceeding (including any arbitration) other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;
- (b) shall be (i) offered against any of the Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Plaintiffs' Releasees (a) that any of their claims are without merit, that any of the Defendants had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount; or (b) with respect to any liability, negligence, fault or wrongdoing of any kind; or (ii) in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any civil, criminal, or administrative action or proceeding (including any arbitration) other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

provided, however, the Parties and the Releasees and their respective counsel may refer to the Stipulation to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement.

28. In the event the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any action or proceeding by any person against the Parties or any Releasee, and each Party shall be restored to his, her or its respective litigation positions as of March 14, 2024, pursuant to the terms of the Stipulation.

29. The Court reserves the right to alter the time or the date or manner of the Settlement Hearing without further notice to the Class Members, provided that the Settlement Hearing shall not be set at a time or date earlier than the time and date set forth in ¶ 3 above. The Court retains exclusive jurisdiction to consider all further matters arising out of, or relating to, the Stipulation, including by way of illustration and not limitation, any dispute concerning any Proof of Claim submitted and any future requests by one or more of the Parties that the Judgment, the releases and/or the permanent injunction set forth in the Stipulation be enforced.

DATED:

Hon. Leda Dunn Wettre

United States Magistrate Judge

Exhibit A-1

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ROOFER’S PENSION FUND, on behalf of
itself and all others similarly situated,

Plaintiff,

v.

JOSEPH C. PAPA, *et al.*,

Defendants.

Case No. 1:16-cv-2805-RMB-LDW

CLASS ACTION

**NOTICE OF (I) PROPOSED SETTLEMENT AND
PLAN OF ALLOCATION; (II) SETTLEMENT HEARING; AND
(III) MOTION FOR ATTORNEYS’ FEES AND LITIGATION EXPENSES**

- TO:**
- (1) All persons who purchased Perrigo Company plc’s (“Perrigo”) publicly traded common stock between April 21, 2015 and May 2, 2017, both dates inclusive (the “Class Period”), on the New York Stock Exchange or any other trading center within the United States and were damaged thereby;**
 - (2) All persons who purchased Perrigo’s publicly traded common stock between April 21, 2015 and May 2, 2017, both dates inclusive, on the Tel Aviv Stock Exchange and were damaged thereby; and**
 - (3) All persons who owned Perrigo common stock as of November 12, 2015 and held such stock through at least 8:00 a.m. on November 13, 2015 (whether or not a person tendered their shares in response to the tender offer of Mylan, N.V.).**

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

**גרסה בעברית של הודעה זו זמינה בכתובת
www.PerrigoSecuritiesLitigation.com**

NOTICE OF SETTLEMENT: Please be advised that the Court-appointed Lead Plaintiff Perrigo Institutional Investor Group, on behalf of itself and the Class (defined in ¶ 23 below), has reached a proposed settlement of the above-captioned action (“Action”) for **\$97,000,000** in cash that, if approved, will resolve all claims in the Action (the Settlement”).

This Notice is directed to you in the belief that you maybe a member of the Class. If you do not meet the Class definition, or if you previously excluded yourself from the Class in connection with the Notice of Pendency of Class Action that was mailed to potential Class Members beginning in August 2020 (the “Class Notice”), this Notice does not apply to you.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Class, your legal rights will be affected whether or not you act.

If you have questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, Perrigo, any other Defendant in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see paragraph 66 below).

1. **Description of the Action and the Class:** This Notice relates to the proposed Settlement of claims in a pending securities class action brought by Perrigo investors alleging, among other things, that Perrigo and former Perrigo CEO Joseph C. Papa (together, “Defendants”) violated the federal securities laws by making false and misleading statements and omissions regarding, among other things (a) the performance and integration of Omega Pharma N.V., which Perrigo acquired in early 2015; and (b) Perrigo’s pricing strategy, noncompetitive practices, and the competitive environment for Perrigo’s generic prescription drug unit. A more detailed description of the Action is set forth in ¶¶ 11-22 below. These claims were brought on behalf of the Class described on the first page of this notice, above, and further defined in ¶ 23 below. The terms and provisions of the Settlement are contained in the Stipulation and Agreement of Settlement dated April 4, 2024 (“Stipulation”).¹ The Settlement, if approved by the Court, will settle the claims of the Class.

2. **Statement of the Class’s Recovery:** Subject to Court approval, Lead Plaintiff on behalf of itself and the Class, has agreed to settle the Action in exchange for a payment of \$97,000,000 in cash (“Settlement Amount”) to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (“Settlement Fund”) less: (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys’ fees awarded by the Court) will be distributed in accordance with a plan of allocation approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Class. The proposed plan of allocation (“Plan of Allocation”) is attached hereto as Appendix A.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiff’s damages expert’s estimate of the number of shares of Perrigo common stock that may have been affected by the alleged conduct at issue in the Action, and assuming that all Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs as described herein) is \$.693 per eligible share. **Class Members should note, however, that the foregoing average recovery per eligible share is only an estimate.** Some Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased, held, or sold their Perrigo stock; whether they purchased shares in the Class Period or held shares as of November 12, 2015; and the total number and value of valid Claims submitted. Distributions to Class Members will be made based on the Plan of Allocation attached hereto as Appendix A or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the amount of damages per share that would be recoverable if Lead Plaintiff were to prevail in the Action. Among

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation. The Stipulation is available at www.PerrigoSecuritiesLitigation.com.

other things, Defendants do not agree that they violated the federal securities laws or that, even if liability could be established, that any damages were suffered by any members of the Class as a result of their conduct.

5. **Attorneys’ Fees and Expenses Sought:** Plaintiffs’ Counsel, which have prosecuted the Action on a wholly contingent basis since its inception eight years ago, have not received any payment of attorneys’ fees for their representation of the Class in the Action and have advanced the funds to pay expenses incurred to prosecute this Action. Court-appointed Lead Counsel, Pomerantz LLP and Bernstein Litowitz Berger & Grossmann LLP, will apply to the Court for an award of attorneys’ fees on behalf of all Plaintiffs’ Counsel in an amount not to exceed 20% of the Settlement Fund, including any interest earned thereon. In addition, Lead Counsel will apply for payment of Litigation Expenses incurred by Plaintiffs’ Counsel in connection with the institution, prosecution, and resolution of the claims against Defendants, in an amount not to exceed \$4.5 million, including any interest earned thereon, and may include a request for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff or its members directly related to their representation of the Class not to exceed \$150,000 for each of the three main constituents of Lead Plaintiff. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. The estimated average cost per eligible share of Perrigo common stock, if the Court approves Lead Counsel’s fee and expense application, is approximately \$0.174 per share. **Please note that this amount is only an estimate.**

6. **Identification of Attorneys’ Representatives:** Lead Plaintiff and the Class are represented by Joshua Silverman of Pomerantz LLP, 10 S. LaSalle Street, Chicago, IL 60603, (312) 377-1181, jbsilverman@pomlaw.com and James A. Harrod of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, New York, NY 10020, 1-800-380-8496, settlements@blbglaw.com.

7. **Reasons for the Settlement:** Lead Plaintiff’s principal reason for entering into the Settlement is the substantial and certain cash benefit provided for the Class, without the risk or the delays and costs inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery—or indeed no recovery at all—might be achieved after a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM POSTMARKED (IF MAILED), OR ONLINE, NO LATER THAN _____, 2024.	This is the only way to be potentially eligible to receive a payment from the Settlement Fund. If you are a Class Member, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs’ Claims (defined in ¶ 33 below) that you have against Defendants and the other Defendants’ Releasees (defined in ¶ 34 below), so it is in your interest to submit a Claim Form.

OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN _____, 2024.	If you do not like the proposed Settlement, the proposed Plan of Allocation, and/or the requested attorneys’ fees and Litigation Expenses, you may object by writing to the Court and explaining why you do not like them. You cannot object unless you are a Class Member.
ATTEND A HEARING ON _____, 2024 AT ____:____.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN _____, 2024.	If you have filed a written objection and wish to appear at the hearing, you must also file a notice of intention to appear by _____, 2024, which allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing.
DO NOTHING.	If you are a member of the Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are being resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

These rights and options—and the deadlines to exercise them—are further explained in this Notice. Please Note: The date and time of the Settlement Hearing—currently scheduled for _____, 2024 at __:__.m.—is subject to change without further notice to the Class. It is also within the Court’s discretion to hold the hearing in person or telephonically. If you plan to attend the hearing, you should check the website, www.PerrigoSecuritiesLitigation.com, or with Lead Counsel as set forth above to confirm that no change to the date and/or time of the hearing has been made.

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WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be sent to you because you or someone in your family or an investment account for which you serve as custodian may have purchased Perrigo common stock during the Class Period or owned Perrigo common stock as of November 12, 2015. The Court has directed us to send you this Notice because, as a potential Class Member, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiff and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for attorneys' fees and Litigation Expenses (the "Settlement Hearing"). See paragraphs 53-54 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. This Action is a securities class action lawsuit alleging violations of Sections 10(b), 14(e) and 20(a) of the Securities Exchange Act of 1934 and certain claims under Israeli law against Defendants. This lawsuit asserts that Defendants made material misrepresentations and omissions during the Class Period (from April 21, 2015 through May 2, 2017, inclusive), including in connection with a tender offer made to Perrigo shareholders by Mylan N.V. in the fall of 2015 (through which Mylan sought to acquire Perrigo), regarding (a) the performance and integration of Omega Pharma, N.V., which Perrigo acquired in early 2015; (b) Perrigo's pricing strategy, noncompetitive practices, and the competitive environment for Perrigo's generic prescription drug unit; (c) Perrigo's organic growth rate; and (d) a royalty stream for a drug called Tysabri.

12. On May 18, 2016, this Action was commenced in the United States District Court for the District of New Jersey.

13. By Order dated February 10, 2017, the Court entered an order appointing Perrigo Institutional Investor Group (consisting of Migdal Insurance Company Ltd., Migdal Makefet Pension and Provident Funds Ltd., Clal Insurance Company Ltd., Clal Pension and Provident Ltd., Atudot Pension Fund for Employees and Independent Workers Ltd., and Meitav DS Provident Funds and Pension Ltd.) as Lead Plaintiff and approved its selection of Pomerantz LLP and Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel.

14. On June 21, 2017, Lead Plaintiff filed the operative Amended Complaint. The Amended Complaint named as defendants Perrigo and former Perrigo CEO Joseph C. Papa, as well as former defendants Judy Brown, Laurie Brlas, Gary M. Cohen, Marc Coucke, Jacquelyn A. Fouse, Ellen R. Hoffing, Michael R. Jandernoa, Gerald K. Kunkle, Jr., Herman Morris, Jr., and Donal O'Connor ("Former Defendants").

15. On August 21, 2017, Defendants and Former Defendants moved to dismiss the Amended Complaint. After full briefing, on July 27, 2018, the Court entered an order granting Marc Coucke's motion to dismiss, and granting in part and denying in part the motion to dismiss filed by the Defendants and the Former Defendants other than Coucke. As a result of that order, all of the Former Defendants other than Judy Brown were dismissed from this Action. That order also dismissed claims regarding organic growth rate and Tysabri.

16. Thereafter, Defendants and Former Defendant Judy Brown answered the Amended Complaint, and Lead Plaintiff, Defendants, and Former Defendant Judy Brown commenced discovery. The Parties thereafter engaged in substantial discovery efforts, which included the litigation of several disputed issues related to the scope and breadth of discovery and the efforts by the U.S. Department of Justice to stay discovery in this Action. Substantively, the Parties' discovery efforts included the production and review of over 3.4 million pages of documents from Defendants and non-parties to Lead Plaintiff, and 40 depositions of fact and expert witnesses.

17. On November 30, 2018, Lead Plaintiff moved for class certification. On November 14, 2019, after full briefing, the Court certified the Class, appointing Lead Plaintiff to be the Class Representative and its counsel to be Class Counsel. After Defendants' petition for interlocutory appeal was denied, on July 10, 2020, Lead Plaintiff, Defendants and Former Defendant Judy Brown stipulated, and the Court ordered, that notice should issue regarding the pendency of class action.

18. Beginning in August 2020, the Class Notice was mailed to potential Class Members to notify them of, among other things: (i) the Court's certification of the Action to proceed as a class action on behalf of the Class; and (ii) Class Members' right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the procedure for requesting exclusion. The deadline for requesting exclusion from the Class pursuant to the Class Notice was December 3, 2020. A list of the persons and entities who requested exclusion pursuant to the Class Notice is available at www.PerrigoSecuritiesLitigation.com.

19. On April 9, 2021, Defendants Perrigo and Papa and Former Defendant Judy Brown each moved for summary judgment and to exclude Lead Plaintiff's experts. The Summary Judgment record was voluminous with several hundred pages of briefing and statements of fact, and thousands of pages of exhibits. After full briefing and oral argument, on August 17, 2023, the Court entered an Order and issued an Opinion granting Former Defendant Judy Brown's motion for summary judgment, granting in part and denying in part Defendants Perrigo and Papa's motions for summary judgment, directing further briefing and argument on the issue of corporate

scienter, and reserving ruling on the motions to exclude. The Parties completed that briefing and presented further argument to the Court on the issue of corporate scienter on November 16, 2023.

20. Throughout the pendency of this Action, the Parties engaged in extensive attempts to mediate this dispute, both before private mediators Hon. Daniel Weinstein (Ret.), Former Ambassador David Carden, and Jed Melnick, and before Magistrate Judge Leda D. Wettre. These efforts included four in-person mediation sessions between 2018 and 2024, and numerous Zoom sessions and phone calls. On February 29, 2024, Magistrate Judge Wettre issued a mediator's proposal to settle this Action for \$97 million. On March 6, 2024, the Parties accepted the proposal.

21. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation on April 4, 2024. The Stipulation sets forth the specific terms and conditions of the Settlement and can be viewed on the website for the Action, www.PerrigoSecuritiesLitigation.com.

22. By Order dated _____, 2024, the Court preliminarily approved the Settlement, authorized notice of the Settlement to be provided to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE CLASS?**

23. If you are a member of the Class who has not previously sought exclusion from the Class in connection with the Class Notice, you are subject to the Settlement. The Class (or "Classes"), which was certified by the Court on November 14, 2019 consists of:

(1) all persons who purchased Perrigo publicly traded common stock between April 21, 2015 and May 2, 2017, both dates inclusive (the "Class Period"), on the New York Stock Exchange or any other trading center within the United States and were damaged thereby;

(2) all persons who purchased Perrigo's publicly traded common stock between April 21, 2015 and May 2, 2017, both dates inclusive, on the Tel Aviv Stock Exchange and were damaged thereby; and

(3) all persons who owned Perrigo common stock as of November 12, 2015 and held such stock through at least 8:00 a.m. on November 13, 2015 (whether or not a person tendered their shares in response to the tender offer of Mylan, N.V.).

Excluded from these Classes are the Defendants; Former Defendants; any current member of the Board of Directors of Perrigo; any current or former Officers of Perrigo who served during the Class Period or any former members of the Board of Directors of Perrigo who served during the Class Period; the Immediate Family Members of any Defendant, Former Defendant, or any current member of the Board of Directors of Perrigo, or former member of the Board of Directors of Period who served during the Class Period, or any current or former Officer of Perrigo who served during the Class Period; any entity that any Defendant or Former Defendant owns or controls, or owned or controlled during the Class Period; and the legal representatives, heirs, agents, affiliates, successors, or assigns of any such excluded persons and entities. Also excluded from the Classes

are the persons and entities who requested exclusion from the Classes in connection with the mailing of the Class Notice, or were previously excluded by motion and order.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive proceeds from the Settlement.

If you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is being distributed with this Settlement Notice and the required supporting documentation postmarked (if mailed), or online, no later than _____, 2024.

WHAT ARE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?

24. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the uncertainty, expense, and length of the continued proceedings inherent in the prosecution of their claims through the pre-trial motions, trial, post-trial motions, and appeals presented significant risks to achieving a result superior to the Settlement.

25. Among other things, Lead Plaintiff faced substantial risks in establishing liability by the Defendants. Lead Plaintiff faced risks on each main element of its claims. To start, at the time of the Settlement, the Court indicated it was likely to enter summary judgment on behalf of Defendants dismissing Lead Plaintiff's claims concerning Perrigo's statements about its generic drug pricing practices. Losing those claims would have substantially narrowed the scope of liability and damages. Lead Plaintiff also faced challenges in proving that Defendants' statements were false, or that Defendants acted with scienter.

26. In addition, Lead Plaintiff faced substantial risks in establishing loss causation and damages. Defendants would argue, among other things, that Lead Plaintiff could not appropriately establish damages for the claims brought under Section 14(e) of the Exchange Act in connection with the tender offer by Mylan during the Class Period. Defendants have argued and would likely argue at trial that Plaintiffs could not establish that the tender offer would have gone through in the absence of the Defendants' alleged false statements. Defendants would further argue that Lead Plaintiff and its expert could not establish a causal connection between the alleged misrepresentations and the alleged corrective disclosures. If Defendants succeeded on these arguments, even if Lead Plaintiff had established liability for the violations of the securities laws alleged, the recoverable damages could be substantially less than the amount provided in the Settlement or even zero.

27. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class. Lead Plaintiff and Lead Counsel believe that the Settlement provides a favorable result for the Class compared to the risk that the claims in the Action would produce a smaller, or no, recovery after a contested trial and appeals, possibly years in the future.

28. Defendants have denied the claims asserted against them in the Action and in the Complaint and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense

of continued litigation. Accordingly, as noted above, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

29. If there were no Settlement and Lead Plaintiff failed to establish, either at trial or on appeal, any essential legal or factual element of their claims against Defendants, neither Lead Plaintiff nor the other Class Members would recover anything from Defendants. Among other things, Lead Plaintiff faced the very real risk that it would not be able to establish that Defendants made false or misleading statements or acted with fraudulent intent, or caused losses to the Class. In light of these circumstances, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

30. As a Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice and at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page 13 below.

31. If you are a Class Member and you wish to object to the Settlement, the Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses, and if you did not previously exclude yourself from the Class in connection with Class Notice, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page 13 below.

32. If you are a Class Member you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (“Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiff, the Class, and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 33 below) against the Defendants’ Releasees (as defined in ¶ 34 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees. This Release shall not apply to any of the Excluded Plaintiffs’ Claims.

33. “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, whether known or unknown (including Unknown Claims, defined below), whether arising under federal, state, common, foreign, or other applicable law, rule, or regulation, regardless of whether the claims have been dismissed by the Court in any rulings, that Lead Plaintiff or any other member of the Classes: (i) asserted in the Original Complaint filed in the Action on May 18, 2016; (ii) asserted in the Amended Complaint filed in the Action on June 21,

2017;² or (iii) could have asserted in any forum worldwide, including in Israel, that both (a) arise out of or in any way relate to (directly or indirectly) the facts, events, transactions, allegations, matters, statements, or omissions alleged, set forth, or referred to in the Original Complaint or the Amended Complaint and (b) relate to the purchase or other acquisition of Perrigo publicly traded common stock (including any decision to purchase Perrigo publicly traded common stock) during the Class Period or ownership of Perrigo common stock as of November 12, 2015. Released Plaintiffs' Claims do not cover, include, or release: (i) any claims asserted by any person or entity who requested exclusion from the Classes in connection with the Class Notice; and (ii) any claims relating to the enforcement of the Settlement (the "Excluded Plaintiffs' Claims").

34. "Defendants' Releasees" means Defendants, Former Defendants, and Defendants' or Former Defendants' current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, Immediate Family Members, insurers, reinsurers, and attorneys.

35. "Unknown Claims" means any Released Plaintiffs' Claims which Lead Plaintiff, the Class, or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant or any other Defendants' Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the Class, the other Class Members, and each of the other Plaintiffs' Releasees and Defendants' Releasees shall be deemed to have waived, and by operation of the Judgment, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil 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.

Lead Plaintiff and Defendants acknowledge that they may hereafter discover facts in addition to or different from those which they or their counsel now know or believe to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff and Defendants shall expressly settle and release, and the Class and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment, shall have, fully, finally and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-

² Including, but not limited to, any assertion that up until and including the end of the Class Period: (i) any or all of Defendants or Former Defendants misrepresented that Mylan's 2015 tender offers undervalued Perrigo; (ii) any or all of Defendants or Former Defendants falsely claimed that Perrigo would achieve 5% to 10% organic growth as a stand-alone company; (iii) any or all of Defendants or Former Defendants concealed that Perrigo was experiencing issues integrating the Omega acquisition; (iv) any or all of Defendants or Former Defendants concealed that Perrigo wrongly accounted for the Tysabri drug royalty stream; or (v) any or all of Defendants or Former Defendants did not disclose that Perrigo was involved in illegal collusive pricing activities in Perrigo's generic prescription drug business.

contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and each of the Class and the other Class Members and each of the other Plaintiffs' Releasees and Defendants' Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and constitutes a key element of the Settlement.

36. Pursuant to the Judgment, upon the Effective Date of the Settlement, Defendants on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim (as defined in ¶ 37 below) against the Plaintiffs' Releasees (as defined in ¶ 38 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees. This Release shall not apply to any of the Excluded Defendants' Claims.

37. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known or unknown (including Unknown Claims, defined above), whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants. Released Defendants' Claims do not cover, include, or release: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims against any person or entity who submitted a request for exclusion in connection with the Class Notice (the "Excluded Defendants' Claims").

38. "Plaintiffs' Releasees" means Lead Plaintiff and its constituent members, and all other Class Members, and their current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, Immediate Family Members, insurers, reinsurers, and attorneys, including Plaintiffs' Counsel.

**HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?**

39. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Class and you must timely complete and return the Claim Form with adequate supporting documentation *postmarked (if mailed), or submitted online at www.PerrigoSecuritiesLitigation.com, no later than _____, 2024*. A Claim Form is included with this Settlement Notice, or you may obtain one from the website maintained by the Claims Administrator, www.PerrigoSecuritiesLitigation.com, or on Lead Counsel's websites, www.pomlaw.com and www.blbglaw.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-833-674-0175, or by emailing the Claims Administrator at info@PerrigoSecuritiesLitigation.com. **Please retain all records of your ownership of and transactions in Perrigo common stock, as they may be needed to document your Claim.** If you previously requested exclusion from the Class in connection with Class Notice

or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

40. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.

41. Pursuant to the Settlement, Defendants have agreed to pay \$97,000,000 in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed to Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

42. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a Plan of Allocation and that decision is affirmed on appeal (if any) and/or the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired, the review of pending Claims has been completed, and the Court orders distribution.

43. Neither Defendants, the other Defendants’ Releases, nor any other person or entity who or which paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court’s order or Judgment approving the Settlement becomes Final. Defendants and the other Defendants’ Releasees shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the Plan of Allocation.

44. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

45. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked (if mailed), or online, on or before _____, 2024 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the Releases given. This means that each Class Member releases the Released Plaintiffs’ Claims (as defined in ¶ 33 above) against the Defendants’ Releasees (as defined in ¶ 34 above) and will be enjoined and prohibited from prosecuting any of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees whether or not such Class Member submits a Claim Form.

46. Participants in and beneficiaries of a Perrigo-sponsored employee retirement and/or benefit plan covered by ERISA (“ERISA Plan”) should NOT include any information relating to Perrigo common stock purchased/acquired or held through the ERISA Plan in any Claim Form they submit in this Action. They should include ONLY those publicly traded Perrigo common stock purchased or held outside of the Perrigo-sponsored ERISA Plan. Claims based on any ERISA Plan(s)’ purchases or ownership of Perrigo common stock may be made by the ERISA Plan(s)’ trustees.

47. The Court has reserved jurisdiction to allow, disallow, or adjust the Claim of any Class Member.

48. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

49. Only Class Members will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities who are excluded from the Class by definition or who previously excluded themselves from the Class in connection with Class Notice will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

50. **Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Lead Plaintiff. At the Settlement Hearing, Lead Plaintiff will request the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Class.**

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

51. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 20% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for payment of Litigation Expenses incurred in connection with the prosecution and resolution of this Action in an amount not to exceed \$4.5 million, which may include a request for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff or its members directly related to their representation of the Class. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. *Class Members are not personally liable for any such fees or expenses.*

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE
SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT
THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

52. Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.

53. Please Note: The date and time of the Settlement Hearing may change without further written notice to the Class. The Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by phone, without further written notice to the Class. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the website for the Action, www.PerrigoSecuritiesLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or telephonic appearances at the hearing, will be posted to the website, www.PerrigoSecuritiesLitigation.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing by telephone,**

the phone number for accessing the telephonic conference will be posted to the website, www.PerrigoSecuritiesLitigation.com.

54. The Settlement Hearing will be held on _____, 2024 at __:___.m., before the Honorable Leda Dunn Wettre, United States Magistrate Judge, either in person in Courtroom 3C of the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, or by telephone or videoconference (in the discretion of the Court). The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Class.

55. Any Class Member may object to the Settlement, the Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk’s Office at the United States District Court for the District of New Jersey at the address set forth below as well as serve copies on Lead Counsel and Defendants’ Counsel at the addresses set forth below so that the papers are received *on or before* _____, 2024.

<u>Clerk’s Office</u>	<u>Lead Counsel</u>	<u>Defendants’ Counsel</u>
United States District Court District of New Jersey Clerk’s Office Martin Luther King Building & U.S. Courthouse 50 Walnut Street Newark, NJ 07101	Pomerantz LLP Joshua Silverman 10 S. LaSalle Street, Chicago, IL 60603 -and- Bernstein Litowitz Berger & Grossmann LLP Attn: James A. Harrod 1251 Ave. of the Americas New York, NY 10020	Fried, Frank, Harris, Shriver & Jacobsen LLP Attn: James D. Wareham 801 17th Street, NW Washington, DC 20006 -and- Gibson, Dunn & Crutcher, LLP Attn: Reed Brodsky 200 Park Ave New York, New York 10166

56. Any objections, filings, and other submissions by the objecting Class Member: (a) must identify the case name and docket number, *Roofer’s Pension Fund v. Papa, et al.*, No. 1:16-cv-02805 (RMB) (LDW) (D.N.J.); (b) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (c) must state with specificity the grounds for the Class Member’s objection, including any legal and evidentiary support the Class Member wishes to bring to the Court’s attention and whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; and (d) must include documents sufficient to prove membership in the Class, *including* (i) the number of shares of Perrigo common stock that the objecting Class Member purchased/acquired and/or sold during the Class Period (*i.e.*, April 21, 2015 and May 2, 2017, inclusive), as well as the transaction dates, number of shares, and prices of each such purchase/acquisition and sale; and (ii) the number of shares of Perrigo common stock that objecting Class Member owned as of November 12, 2015 and still held through at least 8:00 a.m. on November 13, 2015. The objecting Class Member shall provide documentation establishing membership in the Class through copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector’s

broker containing the transactional and holding information found in a broker confirmation slip or account statement.

57. You may not object to the Settlement, Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses if you previously excluded yourself from the Class in connection with Class Notice or if you are not a member of the Class.

58. You may submit an objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first submit a written objection in accordance with the procedures described above, or the Court orders otherwise.

59. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses, and if you timely submit a written objection as described above, you must also file a notice of appearance with the Clerk’s Office and serve it on Lead Counsel and Defendants’ Counsel at the addresses set forth in ¶ 55 above so that it is *received on or before* _____, **2024**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

60. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants’ Counsel at the addresses set forth in ¶ 55 above so that the notice is *received on or before* _____, **2024**.

61. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

**WHAT IF I BOUGHT PERRIGO COMMON STOCK
ON SOMEONE ELSE’S BEHALF?**

62. IMPORTANT: If you previously provided the names and addresses of persons and entities (a) on whose behalf you purchased or otherwise acquired Perrigo common stock from April 21, 2015 through May 2, 2017, inclusive, or (b) on whose behalf you held Perrigo common stock as of the close of trading on November 12, 2015, in connection with the Class Notice, and (i) those names and addresses remain current and (ii) you have no additional names and addresses for potential Class Members to provide to the Claims Administrator, you need do nothing further at this time. The Claims Administrator will mail this Settlement Notice and a Claim Form (the “Settlement Notice Packet”) to the beneficial owners whose names and addresses were previously provided in connection with the Class Notice. If you elected to mail the Class Notice directly to beneficial owners, you were advised that you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Claims Administrator will forward the same number of

Settlement Notice Packets to you to send to the beneficial owners. If you require more copies of the Settlement Notice Packet than you previously requested in connection with the Class Notice mailing, please contact the Claims Administrator, JND Legal Administration, by email at PRGSecurities@JNDLA.com or toll free at 1-833-674-0175, and let them know how many additional packets you require. You must mail the Settlement Notice Packets to the beneficial owners within seven (7) calendar days of your receipt of the Settlement Notice Packets.

63. If you have not already provided the names and addresses for persons and entities on whose behalf **(a) you purchased Perrigo common stock from April 21, 2015 and May 2, 2017, inclusive, or (b) held Perrigo common stock as of the close of trading on November 12, 2015,** in connection with the Class Notice, or if you have additional names or updated or changed information, then the Court has ordered that you must, WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF THIS SETTLEMENT NOTICE, either: (i) send the Settlement Notice Packet to all such beneficial owners of such Perrigo common stock, or (ii) send a list of the names and addresses of such beneficial owners to the Claims Administrator at *Perrigo Securities Litigation*, c/o JND Legal Administration, P.O. Box 91374, Seattle, WA 98111, in which event the Claims Administrator shall promptly mail the Settlement Notice Packet to such beneficial owners. **AS STATED ABOVE, IF YOU HAVE ALREADY PROVIDED THIS INFORMATION IN CONNECTION WITH CLASS NOTICE, UNLESS THAT INFORMATION HAS CHANGED (E.G., BENEFICIAL OWNER HAS CHANGED ADDRESS), IT IS UNNECESSARY TO PROVIDE SUCH INFORMATION AGAIN.**

64. Upon full and timely compliance with these directions, nominees who mail the Settlement Notice Packet to beneficial owners may seek reimbursement of their reasonable out-of-pocket expenses, incurred in providing notice to beneficial owners, which expenses would not have been incurred except for the providing names and addresses up to \$0.05 per name (with address and email address) provided to the Claims Administrator; up to \$0.05 per Postcard Notice or Notice and Proof of Claim mailed plus postage at the rate used by the Claims Administrator; or up to \$0.05 per Notice and Claim Link sent by email, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

65. Copies of this Settlement Notice and the Claim Form may be obtained from the website, www.PerrigoSecuritiesLitigation.com, by calling the Claims Administrator toll free at 1-833-674-0175, or by emailing the Claims Administrator at info@PerrigoSecuritiesLitigation.com.

**CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

66. This Notice contains only a summary of the terms of the Settlement. For the terms and conditions of the Settlement, please see the Stipulation available at www.PerrigoSecuritiesLitigation.com. More detailed information about the matters involved in this Action can be obtained by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.njd.uscourts.gov/>, or by visiting, during regular office hours, the Office of the Clerk, United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. Additionally, copies of the Stipulation, any related orders entered by the Court

and certain other filings in this Action will be posted on the website, www.PerrigoSecuritiesLitigation.com.

All inquiries concerning this Settlement Notice and the Claim Form should be directed to:

Perrigo. Securities Litigation
c/o JND Legal Administration
P.O. Box 91374
Seattle, WA 98111
1-833-674-0175
info@PerrigoSecuritiesLitigation.com
www.PerrigoSecuritiesLitigation.com

and/or

Joshua Silverman
Pomerantz LLP
10 S. LaSalle Street
Chicago, IL 60603
1-312-377-1181
jbsilverman@pomlaw.com

James A. Harrod
Bernstein Litowitz Berger & Grossmann LLP
1251 Avenue of the Americas
New York, NY 10020
1-800-380-8496
settlements@blbglaw.com

**PLEASE DO NOT CALL OR WRITE THE COURT, THE CLERK'S OFFICE,
PERRIGO, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE.**

Dated: _____, 2024

By Order of the Court
United States District Court
District of New Jersey

APPENDIX A

Proposed Plan of Allocation of Net Settlement Fund Among Authorized Claimants

1. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged misstatements and omissions, as opposed to losses caused by market- or industry-wide factors, or company-specific factors unrelated to the alleged fraud. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formula ("Recognized Loss") described below.

2. A Recognized Loss will be calculated under Section 10(b) of the Exchange Act ("Section 10(b)") for each share of Perrigo common stock purchased or otherwise acquired during the Class Period on a U.S. exchange or alternative trading system, or on the Tel Aviv Stock Exchange ("TASE").³

3. A Recognized Loss will be calculated under Section 14(e) of the Exchange Act ("Section 14(e)") for each share of Perrigo common stock held as of November 12, 2015 and continued to be held through at least 8:00 a.m. Eastern Time on November 13, 2015, whether or not such shares were tendered in response to the tender offer of Mylan, N.V.

4. Lead Counsel developed the Plan of Allocation in consultation with a damages expert. The calculation of Recognized Loss will depend upon several factors, including whether the claimant purchased shares of Perrigo common stock in the Class Period or held shares as of November 12, 2015, when the Perrigo common stock was purchased or otherwise acquired during the Class Period, and in what amounts, and whether such stock was sold, and if sold, when it was sold, and for what amounts. The Recognized Loss is not intended to estimate the amount a Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. The Claims Administrator will use its best efforts to administer and distribute the Net Settlement Fund to the extent that it is equitably and economically feasible.

5. The Recognized Loss calculation under Section 10(b) reflects the assumption that the price of Perrigo common stock was artificially inflated throughout the Class Period. The estimated alleged artificial inflation in the price of Perrigo common stock during the Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of Perrigo common stock during the Class Period is based on certain misrepresentations alleged by Lead Plaintiff and the price change in the stock, net of market- and industry-wide factors, in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Lead Plaintiff, as well as Lead Counsel's assessment of loss causation, in consultation with its expert and in view of arguments raised by Defendants, associated with each alleged corrective

³ During the Class Period, Perrigo common stock was dual listed on the New York Stock Exchange ("NYSE") and the TASE under the ticker symbol "PRGO." Herein, unless otherwise specified, all Recognized Loss calculations, and references to Perrigo common stock prices and price inflation, are denominated in U.S. dollars (USD).

disclosure, and in particular, their understanding that summary judgment would almost certainly be granted with respect to generic drug-related statements if the litigation continued, disclosures about which Lead Plaintiff contends were responsible for the entirety of Company-specific losses on March 3, 2017 and May 3, 2017, and were responsible for the majority of Company-specific losses on April 25, 2016, May 12, 2016, and August 10, 2016.

6. The U.S. federal securities laws allow investors to seek to recover losses caused by disclosures which corrected the defendants' previous misleading statements or omissions. Thus, in order to have recoverable damages under Section 10(b), the corrective disclosure of the allegedly misrepresented information must be the cause of the decline in the price or value of Perrigo common stock. In this Action, Lead Plaintiff alleges that Defendants made false statements and/or omitted material facts during the Class Period (April 21, 2015 through May 2, 2017, inclusive), which had the purported effect of artificially inflating the price of Perrigo common stock. Lead Plaintiff further alleges that corrective disclosures removed artificial inflation from the price of Perrigo common stock on the following dates: (i) February 18, 2016; (ii) April 22, 2016; (iii) April 25, 2016 for U.S. exchanges and April 26, 2016 for the TASE; (iv) May 12, 2016; (v) August 10, 2016; (vi) March 3, 2017; and (vii) May 3, 2017 (the "Corrective Disclosure Dates"). Thus, in order for a Class Member to have a Recognized Loss under Section 10(b), Perrigo common stock must have been purchased or acquired during the Class Period and held through at least one of the Corrective Disclosure Dates.

From	To	Per-Share Price Inflation U.S. Exchanges	Per-Share Price Inflation TASE
April 21, 2015	February 17, 2016	\$30.73	\$30.73
February 18, 2016 ⁴	April 21, 2016	\$16.32	\$16.32
April 22, 2016	April 24, 2016	\$8.82	\$8.82
April 25, 2016	April 25, 2016	\$3.45	\$8.82
April 26, 2016	May 11, 2016	\$3.45	\$3.45
May 12, 2016	August 9, 2016	\$2.56	\$2.56
August 10, 2016 ⁵	March 2, 2017	\$0.34	\$0.34
March 3, 2017 ⁶	May 2, 2017	\$0.19	\$0.19
May 3, 2017	Thereafter	\$0.00	\$0.00

7. The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss for Perrigo common stock under Section 10(b). The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on Perrigo common stock purchased during the Class Period and held as of the close of the 90-day period subsequent to the Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such stock and its average price during the 90-Day Lookback Period. The Recognized Loss on Perrigo common stock purchased during the Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and its rolling average price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.⁷

8. The Recognized Loss calculation under Section 14(e) is based on the assessment of Lead Counsel, in consultation with their damages expert, of the losses incurred by investors due to Defendants’ alleged misstatements regarding Mylan’s offer to acquire all outstanding ordinary

⁴ The alleged corrective disclosure on February 18, 2016 occurred during trading hours on the TASE. Transactions in Perrigo common stock on the TASE on February 18, 2016, at a price at or above 550 ILS per share, will be considered to have occurred before the alleged corrective disclosure, at per-share price inflation of \$30.73 USD.

⁵ The alleged corrective disclosure on August 10, 2016 occurred during trading hours on the TASE. Transactions in Perrigo common stock on the TASE on August 10, 2016, at a price at or above 340 ILS per share, will be considered to have occurred before the alleged corrective disclosure, at per-share price inflation of \$2.56 USD.

⁶ The alleged corrective disclosure on March 3, 2017 occurred during trading hours in the U.S. Transactions in Perrigo common stock on a U.S. exchange on March 3, 2017, at a price at or above \$75.00 per share, will be considered to have occurred before the alleged corrective disclosure, at per-share price inflation of \$0.34 USD.

⁷ For purposes of applying the 90-day look back provision to shares of Perrigo common stock purchased on the TASE, the purchase price will be converted to USD using a USD/ILS exchange ratio of 1:3.61.

shares of Perrigo common stock. The Recognized Loss under Section 14(e) also reflects Lead Counsel's views concerning the significant additional legal and evidentiary obstacles that Lead Plaintiff would face on those claims if the Action were litigated to a conclusion.

9. The per-share Recognized Loss for shares of Perrigo common stock eligible for a claim under both Section 10(b) and Section 14(e) shall be the *sum total of*: (i) the Recognized Loss amount calculated under Section 10(b) as described below in "Per-Share Recognized Loss Calculation Under Section 10(b)"; plus (ii) the Recognized Loss amount calculated under Section 14(e) as described below in "Per-Share Recognized Loss Calculation Under Section 14(e).

10. In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in Perrigo common stock executed outside of regular trading hours for the U.S. or Israeli financial markets shall be deemed to have occurred during the next regular trading session for the respective exchange.

11. A Recognized Loss will be calculated as set forth below for each purchase or acquisition of Perrigo common stock during the Class Period, and for each share of Perrigo common stock held as of November 12, 2015 and through at least 8:00 a.m. Eastern Time on November 13, 2015, that are listed in the Claim Form and for which adequate documentation is provided.

Per-Share Recognized Loss Calculation Under Section 10(b)

12. For each share of Perrigo common stock purchased or otherwise acquired during the Class Period (*i.e.*, April 21, 2015 through May 2, 2017, inclusive), the Recognized Loss per share shall be calculated as follows:

- i. For each share of Perrigo common stock sold prior to February 18, 2016, the Recognized Loss per share is \$0.
- ii. For each share of Perrigo common stock sold during the period February 18, 2016 through May 2, 2017, inclusive, the Recognized Loss per share is the price inflation on the date of purchase/acquisition as provided in Table 1 above, *minus* the price inflation on the date of sale as provided in Table 1 above.
- iii. For each share of Perrigo common stock sold during the period May 3, 2017 through July 31, 2017, inclusive (*i.e.*, sold during the 90-Day Lookback Period), the Recognized Loss per share is *the lesser of*:
 - a) price inflation on the date of purchase/acquisition as provided in Table 1 above; or
 - b) the purchase/acquisition price *minus* the "90-Day Lookback Value" on the date of sale provided in Table 2 (U.S.) and Table 3 (TASE) below.
- iv. For each share of Perrigo common stock that was still held as of the close of trading on July 31, 2017, the Recognized Loss per share is *the lesser of*:
 - a) price inflation on the date of purchase/acquisition as provided in Table 1 above; or

- b) the purchase/acquisition price *minus* the average closing price for Perrigo common stock during the 90-Day Lookback Period, which is \$73.40 for U.S. exchanges and \$73.46 for the TASE.

U.S. Exchanges					
Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value
5/3/2017	\$72.35	6/2/2017	\$72.85	7/3/2017	\$73.08
5/4/2017	\$72.74	6/5/2017	\$72.80	7/5/2017	\$73.12
5/5/2017	\$72.96	6/6/2017	\$72.70	7/6/2017	\$73.10
5/8/2017	\$72.99	6/7/2017	\$72.61	7/7/2017	\$73.09
5/9/2017	\$73.34	6/8/2017	\$72.56	7/10/2017	\$73.06
5/10/2017	\$73.54	6/9/2017	\$72.52	7/11/2017	\$73.05
5/11/2017	\$73.80	6/12/2017	\$72.49	7/12/2017	\$73.06
5/12/2017	\$73.95	6/13/2017	\$72.46	7/13/2017	\$73.07
5/15/2017	\$74.07	6/14/2017	\$72.46	7/14/2017	\$73.09
5/16/2017	\$74.12	6/15/2017	\$72.47	7/17/2017	\$73.11
5/17/2017	\$74.02	6/16/2017	\$72.48	7/18/2017	\$73.10
5/18/2017	\$73.73	6/19/2017	\$72.50	7/19/2017	\$73.09
5/19/2017	\$73.50	6/20/2017	\$72.50	7/20/2017	\$73.14
5/22/2017	\$73.35	6/21/2017	\$72.52	7/21/2017	\$73.19
5/23/2017	\$73.33	6/22/2017	\$72.58	7/24/2017	\$73.25
5/24/2017	\$73.24	6/23/2017	\$72.66	7/25/2017	\$73.30
5/25/2017	\$73.16	6/26/2017	\$72.74	7/26/2017	\$73.35
5/26/2017	\$72.98	6/27/2017	\$72.79	7/27/2017	\$73.36
5/30/2017	\$72.72	6/28/2017	\$72.88	7/28/2017	\$73.38
5/31/2017	\$72.72	6/29/2017	\$72.96	7/31/2017	\$73.40
6/1/2017	\$72.82	6/30/2017	\$73.02	N/A	N/A

TASE					
Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value
5/3/2017	\$71.74	6/5/2017	\$72.61	7/4/2017	\$73.17
5/4/2017	\$72.31	6/6/2017	\$72.52	7/5/2017	\$73.21
5/7/2017	\$72.73	6/7/2017	\$72.44	7/6/2017	\$73.21
5/8/2017	\$72.89	6/8/2017	\$72.40	7/9/2017	\$73.20
5/9/2017	\$73.05	6/11/2017	\$72.35	7/10/2017	\$73.18
5/10/2017	\$73.18	6/12/2017	\$72.37	7/11/2017	\$73.16
5/11/2017	\$73.32	6/13/2017	\$72.31	7/12/2017	\$73.17
5/14/2017	\$73.51	6/14/2017	\$72.32	7/13/2017	\$73.17

5/15/2017	\$73.64	6/15/2017	\$72.37	7/16/2017	\$73.18
5/16/2017	\$73.75	6/18/2017	\$72.40	7/17/2017	\$73.20
5/17/2017	\$73.72	6/19/2017	\$72.42	7/18/2017	\$73.19
5/18/2017	\$73.55	6/20/2017	\$72.46	7/19/2017	\$73.18
5/21/2017	\$73.35	6/21/2017	\$72.51	7/20/2017	\$73.21
5/22/2017	\$73.19	6/22/2017	\$72.56	7/23/2017	\$73.25
5/23/2017	\$73.04	6/25/2017	\$72.62	7/24/2017	\$73.29
5/24/2017	\$73.02	6/26/2017	\$72.75	7/25/2017	\$73.35
5/25/2017	\$72.98	6/27/2017	\$72.82	7/26/2017	\$73.40
5/28/2017	\$72.80	6/28/2017	\$72.92	7/27/2017	\$73.40
5/29/2017	\$72.63	6/29/2017	\$73.00	7/30/2017	\$73.43
6/1/2017	\$72.74	7/2/2017	\$73.07	7/31/2017	\$73.46
6/4/2017	\$72.73	7/3/2017	\$73.13	N/A	N/A

Per-Share Recognized Loss Calculation Under Section 14(e)

13. For each share of Perrigo common stock held on November 12, 2015 and continued to be held through at least 8:00 a.m. Eastern Time on November 13, 2015, the Recognized Loss per share shall be \$4.00.

INSTRUCTIONS APPLICABLE TO ALL CLAIMANTS

14. The payment you receive will reflect your proportionate share of the Net Settlement Fund. Such payment will depend on the number of eligible shares that participate in the Settlement, and when those shares were purchased and sold. The number of claimants who send in claims varies widely from case to case.

15. A purchase or sale of Perrigo common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

16. Acquisition by Gift, Inheritance, or Operation of Law: If a Class Member acquired Perrigo common stock during the Class Period by way of gift, inheritance or operation of law, such a claim will be computed by using the date and price of the original purchase and not the date and price of transfer. To the extent that Perrigo common stock was originally purchased prior to commencement of the Class Period, the Recognized Loss for that acquisition shall be deemed to be zero (\$0.00).

17. Notwithstanding any of the above, receipt of Perrigo common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of Perrigo common stock.

18. The first-in-first-out (“FIFO”) basis will be applied to purchases and sales. Sales will be matched in chronological order, by trade date, first against Perrigo common stock held as of the close of trading on April 20, 2015 (the last trading day before the Class Period begins) and then against the purchases of Perrigo common stock during the Class Period.

19. The date of covering a “short sale” is deemed to be the date of purchase of shares. The date of a “short sale” is deemed to be the date of sale of shares. In accordance with the Plan of

Allocation, however, the Recognized Loss on “short sales” is zero. In the event that a claimant has an opening short position in Perrigo common stock, the earliest Class Period purchases shall be matched against such opening short position and not be entitled to a recovery until that short position is fully covered.

20. Option contracts are not securities eligible to participate in the Settlement. With respect to Perrigo common stock purchased through the exercise of a call or put option,⁸ the purchase date of Perrigo common stock shall be the exercise date of the option and the purchase price shall be the strike price of the option. Any Recognized Loss arising from purchases of Perrigo common stock acquired during the Class Period through the exercise of an option on Perrigo common stock shall be computed as provided for other purchases of Perrigo common stock in the Plan of Allocation.

21. Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. No distribution will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

22. Class Members who do not submit an acceptable Claim Form will not share in the Settlement proceeds. The Stipulation and the Judgment dismissing this Action will nevertheless bind Class Members who do not submit a request for exclusion or submit an acceptable Proof of Claim.

23. Any Class Member that has maintained a direct action against Perrigo related to the Released Plaintiffs’ Claims shall have a Recognized Loss of zero and be barred from receiving any payment in the Settlement, unless said direct action is dismissed within thirty (30) days of preliminary approval of the Settlement. In addition, any Class Member that receives or has previously received payment from any Defendant in connection with the Class Member’s assertion of any Released Plaintiffs’ Claim (other than through this Settlement) shall not be eligible for payment from the Settlement.

24. Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims-administration process, to decide the issue by submitting a written request.

25. Defendants, their respective counsel, and all other Releasees will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. Lead Plaintiff and Lead

⁸ Including (1) purchases of Perrigo common stock as the result of the exercise of a call option, and (2) purchases of Perrigo common stock by the seller of a put option as a result of the buyer of such put option exercising that put option.

Counsel likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

26. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds will be used in the following fashion: (i) first, to pay any amounts mistakenly omitted from the initial disbursement; (ii) second, to pay any additional settlement administration fees, costs, and expenses, including those of Lead Counsel as may be approved by the Court; and (c) finally, to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible.

Perrigo Securities Litigation
Toll-Free Number: (833) 674-0175
Email: info@PerrigoSecuritiesLitigation.com
Website: www.PerrigoSecuritiesLitigation.com

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by first-class mail to the address below, or submit it online at www.PerrigoSecuritiesLitigation.com, with supporting documentation, *postmarked (if mailed) or received no later than _____, 2024.*

Mail to:

Perrigo Securities Litigation
c/o JND Legal Administration
P.O. Box 91374
Seattle, WA 98111

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

PLEASE NOTE: Unlike some other Israeli securities class actions, you **must** complete a Claim Form (or submit a Claim Form online) to be eligible for payment in this Settlement.

Do not mail or deliver your Claim Form to the Court, the Parties to the Action, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

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PART I – CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner’s Name

First Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Last Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Joint Beneficial Owner’s Name (if applicable)

First Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Last Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

If this claim is submitted for an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA, please include “IRA” in the “Last Name” box above (e.g., Jones IRA).

Entity Name (if the Beneficial Owner is not an individual)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Name of Representative, if applicable (executor, administrator, trustee, c/o, etc.), if different from Beneficial Owner

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Last 4 digits of Social Security Number, Taxpayer Identification Number, or Israeli ID Number

--	--	--	--

Street Address

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Address (Second line, if needed)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

City

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

State/Province

--	--

Zip Code

--	--	--	--	--

Foreign Postal Code (if applicable)

--	--	--	--	--	--	--	--	--	--

Foreign Country (if applicable)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Telephone Number (Day)

--	--	--	--	--	--	--	--

Telephone Number (Evening)

--	--	--	--	--	--	--	--

Email Address (email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Type of Beneficial Owner:

Specify one of the following:

<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> UGMA Custodian	<input type="checkbox"/> IRA
<input type="checkbox"/> Partnership	<input type="checkbox"/> Estate	<input type="checkbox"/> Trust	<input type="checkbox"/> Other (describe: _____)

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read the Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses (the “Notice”) that accompanies this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice. The Notice describes the proposed Settlement, how Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

2. By submitting this Claim Form, you will be making a request to share in the proceeds of the Settlement described in the Notice. If you are not a Class Member (see the definition of the Class on page [] of the Notice), do not submit a Claim Form. **You may not, directly or indirectly, participate in the Settlement if you are not a Class Member.** Thus, if you are excluded from the Class, any Claim Form that you submit, or that may be submitted on your behalf, will not be accepted.

3. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice or by such other plan of allocation as the Court approves.**

4. On the Schedule of Transactions in Part III of this Claim Form, provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Perrigo Company plc (“Perrigo”) common stock (including free transfers and deliveries), including shares traded on both the New York Stock Exchange (“NYSE”) or any other trading center in the United States, or on the Tel Aviv Stock Exchange (“TASE”), and whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time period may result in the rejection of your claim.**

5. **Please note:** Only shares of Perrigo common stock (a) purchased from April 21, 2015 through May 2, 2017, inclusive, or (b) held as of the close of trading on November 12, 2015 through at least 8:00 a.m. Eastern Time on November 13, 2015 are eligible under the Settlement and the proposed Plan of Allocation set forth in the Notice. However, under the “90-day look-back period” (described in the Plan of Allocation), sales of Perrigo common stock during the period from May 3, 2017 through the close of trading on July 31, 2017 will be used for purposes of calculating certain Recognized Loss amounts under the Plan of Allocation. Therefore, in order for the Claims Administrator to be able to balance your claim, the requested purchase information during this period must also be provided.

6. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Perrigo common stock set forth in the Schedule of Transactions in Part III. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Parties and the Claims Administrator do not independently have information about your investments in Perrigo common stock. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS.**

7. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

8. Use Part I of this Claim Form entitled “CLAIMANT INFORMATION” to identify the beneficial owner(s) of Perrigo common stock. The complete name(s) of the beneficial owner(s) must be entered. If you held the Perrigo common stock in your own name, you were the beneficial owner as well as the record owner. If, however, your shares of Perrigo common stock were registered in the name of a third party, such as a nominee or brokerage firm, you were the beneficial owner of these shares, but the third party was the record owner. The beneficial owner, not the record owner, must sign this Claim Form to be eligible to participate in the Settlement. If there were joint beneficial owners each must sign this Claim Form and their names must appear as “Claimants” in Part I of this Claim Form.

9. **One Claim should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (e.g., an individual should not combine his or her IRA transactions with transactions made solely in the individual’s name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claims may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Perrigo common stock made on behalf of a single beneficial owner.

10. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or other taxpayer identification number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Perrigo common stock; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person’s accounts.)

11. By submitting a signed Claim Form, you will be swearing that you:

- (a) own(ed) the Perrigo common stock you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

12. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

13. Payments to eligible Authorized Claimants will be made only if the Court approves the Settlement, after any appeals are resolved, and after the completion of all claims processing.

14. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation, and no distribution will be made to that Authorized Claimant.

15. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, JND Legal Administration, at the above address, by email at info@PerrigoSecuritiesLitigation.com, or by toll-free phone at (833) 674-0175, or you can visit the website, www.PerrigoSecuritiesLitigation.com, where copies of the Claim Form and Notice are available for downloading.

16. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the **mandatory** electronic filing requirements and file layout, you may visit the settlement website at www.PerrigoSecuritiesLitigation.com or you may email the Claims Administrator's electronic filing department at info@PerrigoSecuritiesLitigation.com. **Any file not in accordance with the required electronic filing format will be subject to rejection.** The **complete** name of the beneficial owner of the securities must be entered where called for (*see* ¶ 8 above). No electronic files will be considered to have been submitted unless the Claims Administrator issues an email confirming receipt of your submission. **Do not assume that your file has been received until you receive that email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at info@PerrigoSecuritiesLitigation.com to inquire about your file and confirm it was received.**

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL, WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT (833) 674-0175.

PART III – SCHEDULE OF TRANSACTIONS IN PERRIGO COMMON STOCK

The only eligible security is Perrigo Company plc (“Perrigo”) common stock, whether traded on the NYSE or other trading center in the U.S. or on the TASE in Israel (NYSE: PRGO, CUSIP: G97822103 or TASE: PRGO, ISIN: IE00BGH1M568). Do not include information regarding any other securities. Please include proper documentation with your Claim Form as described in Part II – General Instructions, ¶ 6, above.

TO BE COMPLETED BY ALL CLAIMANTS				
1. HOLDINGS AS OF APRIL 21, 2015 – State the total number of shares of Perrigo common stock held as of the opening of trading on April 21, 2015, whether on NYSE, TASE, or any other trading center. (Must be documented.) If none, write “zero” or “0.” <input style="width: 100px; height: 20px;" type="text"/>				Confirm Proof of Position Enclosed <input type="checkbox"/>
2. HOLDINGS AS OF JULY 31, 2017 – State the total number of shares of Perrigo common stock held as of the close of trading on July 31, 2017 whether on NYSE, TASE, or any other trading center. (Must be documented.) If none, write “zero” or “0.” <input style="width: 100px; height: 20px;" type="text"/>				Confirm Proof of Position Enclosed <input type="checkbox"/>
TRANSACTIONS IN PERRIGO COMMON STOCK ON THE NYSE (OR ANY OTHER TRADING CENTER WITHIN THE U.S.)				
3. PURCHASES/ACQUISITIONS FROM APRIL 21, 2015 THROUGH MAY 2, 2017 – Separately list each and every purchase or acquisition (including free receipts) of Perrigo common stock from April 21, 2015 through the close of trading on May 2, 2017 on the NYSE or any other trading center in the U.S. (Must be documented.) List the purchase/acquisition price in U.S. dollars (USD).				
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding any taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
4. PURCHASES/ACQUISITIONS FROM MAY 3, 2017 THROUGH JULY 31, 2017 – State the total number of shares of Perrigo common stock purchased or acquired (including free receipts) from May 3, 2017 through the close of trading on July 31, 2017 on the NYSE or any other trading center in the U.S. If none, write “zero” or “0.”				
5. SALES FROM APRIL 21, 2015 THROUGH JULY 31, 2017 – Separately list each and every sale or disposition (including free deliveries) of Perrigo common stock from April 21, 2015 through the close of trading on July 31, 2017 on the NYSE or any other trading center in the U.S. (Must be documented.) List the sale price in U.S. dollars (USD).				IF NONE, CHECK HERE <input type="checkbox"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (not deducting any taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>

TRANSACTIONS IN PERRIGO COMMON STOCK ON THE TEL AVIV STOCK EXCHANGE (“TASE”)				
7. PURCHASES/ACQUISITIONS FROM APRIL 21, 2015 THROUGH MAY 2, 2017 – Separately list each and every purchase or acquisition (including free receipts) of Perrigo common stock from April 21, 2015 through the close of trading on May 2, 2017 on the TASE. (Must be documented.) List the purchase/acquisition price in Israeli shekels (ILS).				
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding any taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		₪	₪	<input type="checkbox"/>
/ /		₪	₪	<input type="checkbox"/>
/ /		₪	₪	<input type="checkbox"/>
/ /		₪	₪	<input type="checkbox"/>
8. PURCHASES/ACQUISITIONS FROM MAY 3, 2017 THROUGH JULY 31, 2017 – State the total number of shares of Perrigo common stock purchased or acquired (including free receipts) from May 3, 2017 through the close of trading on July 31, 2017 on the TASE. If none, write “zero” or “0.” _____				
9. SALES FROM APRIL 21, 2015 THROUGH JULY 31, 2017 – Separately list each and every sale or disposition (including free deliveries) of Perrigo common stock from April 21, 2015 through the close of trading on July 31, 2017 on the TASE. (Must be documented.) List the sale price in Israeli shekels (ILS).				IF NONE, CHECK HERE <input type="checkbox"/>
/ /		₪	₪	<input type="checkbox"/>
/ /		₪	₪	<input type="checkbox"/>
/ /		₪	₪	<input type="checkbox"/>
/ /		₪	₪	<input type="checkbox"/>
IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER’S FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH EXTRA SCHEDULES, CHECK THIS BOX. <input type="checkbox"/>				

PART IV – RELEASE OF CLAIMS AND SIGNATURE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE [] OF THIS CLAIM FORM.

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) (the claimant(s)') heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against the Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

CERTIFICATION

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;
2. that the claimant(s) is a (are) Class Member(s), as defined in the Notice, and is (are) not excluded by definition from the Class as set forth in the Notice;
3. that the claimant has not received any payment from any Defendant in connection with the assertion of any Released Plaintiffs' Claim in any direct action against Defendants (or in any other manner other than through this Settlement);
4. that I (we) own(ed) the Perrigo common stock identified in the Claim Form and have not assigned the claim against any of the Defendants or any of the other Defendants' Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
5. that the claimant(s) has (have) not submitted any other claim covering the same purchases of Perrigo common stock and knows (know) of no other person having done so on the claimant's (claimants') behalf;
6. that the claimant(s) submit(s) to the jurisdiction of the Court with respect to claimant's (claimants') claim and for purposes of enforcing the releases set forth herein;
7. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;
8. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the determination by the Court of the validity or amount of this Claim, and waive(s) any right of appeal or review with respect to such determination;
9. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

10. that the claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (i) the claimant(s) is (are) exempt from backup withholding or (ii) the claimant(s) has (have) not been notified by the IRS that he, she, or it is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the claimant(s) that he, she, or it is no longer subject to backup withholding. **If the IRS has notified the claimant(s) that he, she, it, or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of claimant Date

Print claimant name here

Signature of joint claimant, if any Date

Print joint claimant name here

If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of claimant Date

Print name of person signing on behalf of claimant here

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of claimant – see ¶ 10 on page 4 of this Claim Form.)

REMINDER CHECKLIST

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.
2. Attach only *copies* of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at (833) 674-0175.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your claim, contact the Claims Administrator at the address below, by email at info@PerrigoSecuritiesLitigation.com, or by toll-free phone at (833) 674-0175, or you may visit www.PerrigoSecuritiesLitigation.com. DO NOT call Perrigo or its counsel with questions regarding your claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL OR SUBMITTED ONLINE AT WWW.PERRIGOSECURITIESLITIGATION.COM, **POSTMARKED (OR RECEIVED) NO LATER THAN _____, 2024**. IF MAILED, THE CLAIM FORM SHOULD BE ADDRESSED AS FOLLOWS:

Perrigo Securities Litigation
c/o JND Legal Administration
P.O. Box 91374
Seattle, WA 98111

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before _____, 2024, is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ROOFER’S PENSION FUND, on behalf of
itself and all others similarly situated,

Plaintiff,

v.

JOSEPH C. PAPA, *et al.*,

Defendants.

Case No. 1:16-cv-2805-RMB-LDW

CLASS ACTION

**SUMMARY NOTICE OF (I) PROPOSED SETTLEMENT
AND PLAN OF ALLOCATION; (II) SETTLEMENT HEARING; AND
(III) MOTION FOR ATTORNEYS’ FEES AND LITIGATION EXPENSES**

- To:**
- (1) All persons who purchased Perrigo Company plc’s (“Perrigo”) publicly traded common stock between April 21, 2015 and May 2, 2017, both dates inclusive (the “Class Period”), on the New York Stock Exchange or any other trading center within the United States and were damaged thereby;**
 - (2) All persons who purchased Perrigo’s publicly traded common stock between April 21, 2015 and May 2, 2017, both dates inclusive, on the Tel Aviv Stock Exchange and were damaged thereby; and**
 - (3) All persons who owned Perrigo common stock as of November 12, 2015 and held such stock through at least 8:00 a.m. on November 13, 2015 (whether or not a person tendered their shares in response to the tender offer of Mylan, N.V”).¹**

PLEASE READ THIS NOTICE CAREFULLY; YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of New Jersey, that the Court-appointed Lead Plaintiff, on behalf of itself and the Court-certified Class, in the above-captioned securities class action (the “Action”) has reached a proposed settlement of the Action with defendants Perrigo Company plc (“Perrigo”) and Joseph C. Papa (collectively, “Defendants”) for **\$97,000,000** in cash that, if approved, will resolve all claims in the Action.

A hearing will be held on _____, 2024 at __: __.m., before the Honorable Leda Dunn Wettre, United States Magistrate Judge, either in person in Courtroom 3C of the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, or by telephone or videoconference (in the discretion of the Court) to determine: (i) whether the proposed

¹ Certain persons and entities are excluded from the Class by definition and others are excluded pursuant to request. The full definition of the Class including a complete description of who is excluded from the Class is set forth in the full Settlement Notice referred to below.

Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the releases specified and described in the Stipulation and Agreement of Settlement dated April 4, 2024 should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Lead Counsel's application for an award of attorneys' fees and payment of expenses should be approved.

If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the full printed Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Settlement Notice") and the Claim Form, you may obtain copies of these documents by contacting the Claims Administrator at *Perrigo Securities Litigation*, c/o JND Legal Administration, P.O. Box 91374, Seattle, WA 98111, 1-833-674-0175, info@PerrigoSecuritiesLitigation.com. Copies of the Settlement Notice and Claim Form can also be downloaded from the website for the Action, www.PerrigoSecuritiesLitigation.com.

If you are a Class Member, in order to be eligible to receive a payment under the proposed Settlement, you must submit a Claim Form ***online or postmarked no later than _____, 2024.*** If you are a Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

Any objections to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's application for attorneys' fees and payment of expenses, must be filed with the Court and delivered to Class Counsel and counsel for Defendants such that they are ***received no later than _____, 2024,*** in accordance with the instructions set forth in the Settlement Notice.

Please do not contact the Court, the Clerk's office, Perrigo, any other Defendant in the Action, or their counsel regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed the Claims Administrator or Lead Counsel.

Requests for the Settlement Notice and Claim Form should be made to:

Perrigo Securities Litigation
c/o JND Legal Administration
P.O. Box 91374
Seattle, WA 98111
1-833-674-0175
info@PerrigoSecuritiesLitigation.com
www.PerrigoSecuritiesLitigation.com

Inquiries, other than requests for the Settlement Notice and Claim Form, may be made to Lead Counsel:

Pomerantz LLP
Joshua Silverman
10 S. LaSalle Street
Chicago, IL 60603
1-312-377-1181
jbsilverman@pomlaw.com

**Bernstein Litowitz Berger &
Grossmann LLP**
James A. Harrod
1251 Avenue of the Americas
New York, NY 10020
1-800-380-8496
settlements@blbglaw.com

By Order of the Court

Roofers' Pension Fund v. Papa, et al.,
No. 1:16-cv-02805 (RMB) (LDW) (D.N.J.)

If you are a Class Member, your legal rights may be affected by a proposed Settlement of this securities class action, and you may be eligible for a cash payment. Please read this Postcard Notice carefully.

For more information, please visit www.PerrigoSecuritiesLitigation.com or call toll free 1-833-674-0175.



Perrigo Securities Litigation
c/o JND Legal Administration
P.O. Box 91374
Seattle, WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

Please visit www.PerrigoSecuritiesLitigation.com for more information.

The parties in the securities class action *Rooper's Pension Fund v. Papa, et al.*, No. 1:16-cv-02805 (RMB) (LDW) (D.N.J.) (“Action”) have reached a proposed settlement of the claims asserted in the Action against Perrigo Company plc (“Perrigo”) and its former CEO, Joseph C. Papa (“Defendants”). If approved, the Settlement will resolve the Action in which Lead Plaintiff had alleged that Defendants made materially false or misleading statements and omissions about Perrigo’s business during the period from April 21, 2015 through May 2, 2017, inclusive (the “Class Period”). Defendants deny any liability or wrongdoing whatsoever and deny that any Class Member was damaged. You received this notice because you may be a member of the following Classes: (1) All persons who purchased publicly traded Perrigo common stock during the Class Period on the New York Stock Exchange or any other trading center within the United States and were damaged thereby; (2) all persons who purchased publicly traded Perrigo common stock during the Class Period on the Tel Aviv Stock Exchange and were damaged thereby; and (3) all persons who owned Perrigo common stock as of November 12, 2015 and held such stock through at least 8:00 a.m. on November 13, 2015.

Pursuant to the Settlement, Defendants have agreed to pay **\$97,000,000** in cash, which, after deducting Court-awarded fees and expenses, notice and administration costs, and taxes, will be allocated among Class Members who submit valid claims, in exchange for the Settlement and the release of all claims asserted in the Action and related claims. **For additional information regarding the Settlement, please review the full Settlement Notice available at www.PerrigoSecuritiesLitigation.com.** If you are a Class Member, your *pro rata* share of the Settlement will depend on the number of valid claims submitted, and the number, size, and timing of your transactions in Perrigo common stock during the Class Period. If all Class Members elect to participate in the Settlement, the estimated average recovery will be \$[] per eligible share of Perrigo common stock *before* deducting any fees and expenses. Your actual share of the Settlement will be determined pursuant to the Plan of Allocation set forth in the full Notice, or other plan of allocation ordered by the Court.

To be eligible for a payment from the Settlement, you must submit a valid Claim Form. The Claim Form can be found and submitted at www.PerrigoSecuritiesLitigation.com, or you can request that one be mailed to you. **Claims must be postmarked (if mailed), or submitted online, by _____, 2024.** If you want to object to any aspect of the Settlement, you must file and serve an objection by _____, 2024. The full Settlement Notice provides instructions on how to submit a Claim and how to object, and you must comply with all of the instructions in the Settlement Notice.

The Court will hold a hearing on _____, 2024 at _____, to consider, among other things, whether to approve the Settlement and a request by the lawyers representing the Settlement Class for attorneys’ fees and reimbursement of litigation expenses. You may attend the hearing and ask to be heard by the Court, but you do not have to. **For more information, call 1-833-674-0175, send an email to info@PerrigoSecuritiesLitigation.com, or visit www.PerrigoSecuritiesLitigation.com.**

Exhibit B

**UNITED STATES DISTRICT COURT
DISTRICT COURT OF NEW JERSEY**

ROOFER’S PENSION FUND, Individually)	
and On Behalf of All Others Similarly)	
Situated,)	
)	
Plaintiff,)	Case No. 1:16-CV-02805 RMB LDW
)	
v.)	
)	Hon. Renée Marie Bumb
JOSEPH C. PAPA, <i>et al.</i> ,)	Hon. Leda Dunn Wettre
)	
Defendants)	CLASS ACTION
)	
)	
)	
)	

[PROPOSED] JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a consolidated class action is pending in this Court entitled *Roofers’ Pension Fund v. Papa, et al.*, Case No. 2:16-CV-02805 RMB LDW (the “Action”);

WHEREAS, Lead Plaintiff Perrigo Institutional Investor Group (“Lead Plaintiff”, and together with Class Members, “Plaintiffs”) on behalf of itself, its members, and Class Members of the three certified Classes; and (b) Defendants Perrigo Company plc (“Perrigo”) and Joseph C. Papa (“Papa”) (collectively, “Defendants” and together with Lead Plaintiff, the “Parties” and each a “Party”), entered into the Stipulation of Settlement dated April 4, 2024 (the “Stipulation”), that provides for complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated _____, 2024 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) ordered that notice of the proposed Settlement be provided to potential Class Members; (c) provided Class Members with the opportunity to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on _____, 2024 (the “Settlement Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against the Defendants; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Class Members.

2. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that said Settlement is, in all respects, fair, reasonable, adequate to the Classes. This Court further finds the Settlement is the result of arm’s-length negotiations

between experienced counsel representing the interests of the Lead Plaintiff, the Class Members, and the Defendants. Accordingly, the Settlement is hereby approved in all respects and shall be consummated in accordance with its terms and provisions. The Parties are hereby directed to perform the Stipulation.

3. Except as to any individual claim of those persons who previously validly and timely requested for exclusion or were excluded by order, the Action and all claims contained therein or released as against Defendants' Releasees by the Settlement, are dismissed with prejudice as against Defendants and Defendants' Releasees. Lead Plaintiff and the Class will not make applications against any of Defendants' Releasees, and Defendants will not make applications against Lead Plaintiff or Plaintiffs' Releasees, for fees, costs, or sanctions pursuant to Rule 11, Rule 37, Rule 45 or any other court rule or statute, with respect to any claims or defenses in this Action or to any aspect of the institution, prosecution, or defense of this Action.

4. Upon the Effective Date, Lead Plaintiff, the Classes, and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever compromised, settled, released, relinquished, waived, and discharged each and every Released Plaintiffs' Claim (including Unknown Claims) against the Defendants' Releasees, whether or not such Class Member executes and delivers a Claim Form or participates in the Settlement Fund, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

5. Upon the Effective Date, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such,

shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever compromised, settled, released, relinquished, waived, and discharged each and every Released Defendants' Claim against the Plaintiffs' Releasees.

6. The Court hereby finds that the distribution of the Class Notice and the Settlement Notice, the mailing of Postcard Notice, and publication of the Summary Settlement Notice as provided for in the Preliminary Approval Order at ¶¶ 8-12 thereof, constituted the best notice practicable under the circumstances—including individual notice to Class Members who could be identified through reasonable effort—of those proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, and any other applicable law.

7. Neither any objection to this Court's approval of the Plan of Allocation submitted by Lead Plaintiff nor to any portion of this order regarding the Attorneys' Fee and Expense Application shall in any way disturb or affect the finality of this Judgment.

8. Neither the Memorandum of Understanding, the Stipulation, including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), this Judgment, the Supplemental Agreement, the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation or approval of the Settlement (including any arguments proffered in connection therewith):

- (a) shall be (i) offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to (a) the truth of any

fact alleged by Lead Plaintiff; (b) the validity of any claim that was or could have been asserted in this Action or in any other litigation; (c) the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation; or (d) any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees; or (ii) in any way referred to for any other reason against any of the Defendants' Releasees, in any civil, criminal, or administrative action or proceeding (including any arbitration) other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

- (b) shall be (i) offered against any of the Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Plaintiffs' Releasees (a) that any of their claims are without merit, that any of the Defendants had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount; or (b) with respect to any liability, negligence, fault or wrongdoing of any kind; or (ii) in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any civil, criminal, or administrative action or proceeding (including any arbitration) other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or
- (c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

provided, however, the Parties and the Releasees and their respective counsel may refer to the Stipulation to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement.

9. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement; (b) disposition of the Settlement Fund; (c) all Parties hereto for the purpose of construing, enforcing and administering the Stipulation and this Judgment.

10. The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

11. Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court finds and concludes that due and adequate notice was directed to all Class Members advising them: (a) that Lead Counsel would seek an award of attorneys' fees of up to _____ of the Settlement Fund on behalf of themselves and Plaintiffs' Counsel, and payment of expenses incurred in connection with the prosecution of the Action not to exceed \$_____, Lead Plaintiff members would seek compensatory awards not to exceed \$_____ total; and (b) that Class Members had a right to object to such application(s). A full and fair opportunity was given to all Class Members to be heard with respect to the application for attorneys' fees and expenses. The Court finds and concludes that the requested fee award is reasonable and awards attorneys' fees of _____% percent of the Settlement Fund, plus expenses in the amount of \$_____, both to be paid from the Settlement Fund pursuant to the Stipulation, upon entry of this Order, and awards the three primary groups of Lead Plaintiff members Canaf-Clal, Meitav, and Migdal a compensatory award of \$_____ each, to be paid after the Effective Date.

12. Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court finds and concludes that due and adequate notice was directed to all Class Members advising them of the Plan of Allocation and of their right to object, and a full and fair opportunity was given to all Class Members to be heard with respect to the Plan of Allocation. The Court finds that the formula for the calculation of the claims of Authorized Claimants, which is set forth in the Settlement Notice, provides a fair and reasonable basis upon which to allocate among Class Members the proceeds of the Settlement Fund established by the Stipulation, with due consideration having been given to administrative convenience and necessity. The Court hereby finds and concludes that the Plan of Allocation set forth in the Settlement Notice is in all respects fair and reasonable and the Court hereby approves the Plan of Allocation.

13. This Action is hereby dismissed in its entirety with prejudice as to all Defendants.

14. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Order, pursuant to their terms.

15. Upon the Effective Date, to the extent allowed by law, the Stipulation shall operate conclusively as an estoppel and full defense in the event, and to the extent, of any claim, demand, action, or proceeding brought by a Class Member against any of the Defendants' Releasees with respect to any Released Plaintiffs' Claims, or brought by a Defendant against any of the Plaintiffs' Releasees with respect to any Released Defendants' Claims.

16. Upon the Effective Date, all future claims by any individual or entity against any of the Defendants' Releasees, and by the Defendants' Releasees against any individual or entity, for (a) contribution or indemnity, however denominated on whatsoever theory, based upon, arising out of, or relating to the claims or allegations asserted by Plaintiffs in the Action, or (b) any other claim of any type, whether arising under state, federal, common or foreign law, for which the

injury claimed is that person's or entity's actual or threatened liability to Plaintiffs and/or members of the Class, are permanently barred, extinguished, and discharged to the fullest extent permitted by law (the "Bar Order"); provided, however, that the Bar Order shall not bar or release any Excluded Plaintiffs' Claims asserted by Class Members; and further provided, however, that the Bar Order shall not preclude the Defendants from seeking to enforce any rights they may have under their applicable insurance policies or any right of indemnification or contribution that the Defendants may have under contract or based on the charter and bylaws of Perrigo.

17. The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

18. In the event that the Settlement does not become Final in accordance with the Stipulation, or the Effective Date does not occur, this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated. In such event, all orders entered and releases delivered in connection herewith shall also be null and void to the extent provided by and in accordance with the Stipulation, and this litigation shall revert to the state at which it existed on March 25, 2024.

19. Without further order of the Court, Lead Plaintiff and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

20. There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

DATED:

Hon. Leda Dunn Wettre
United States Magistrate Judge