

BARRETT v. FOREST SETTLEMENT
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
(866) 742-4955

<<Barcode>>

<<FirstName>> <<Surname>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

Court-Ordered Class Action Notice Inside

**You could receive money and your rights could be affected
by a Class Action Settlement in *Barrett, et al. v. Forest
Laboratories, Inc. et al.***

*If the name and address listed to the left are incorrect, please
provide the correct information to the Settlement Administrator
at (866) 742-4955. Failure to timely provide updated
information could result in the forfeiture of monetary payments
from this Class Action Settlement.*

NOTICE OF SETTLEMENT OF CLASS ACTION

If you are a woman who is, or was, employed by Forest Laboratories, Inc., Forest Pharmaceuticals, Inc, or their affiliates, parents, predecessors, or successors (including, but not limited to, Actavis plc or Allergan plc) (“Forest”) in a legacy-Forest position of Sales Representative, Specialty Representative, Hospital Representative, Institutional Representative or Regional Sales Trainer for at least one day between February 6, 2010 and April 3, 2017, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by the information contained in this Notice.

- Please read this Notice carefully. This Notice describes a proposed settlement (the “Settlement”) of a pending gender and pregnancy discrimination class action lawsuit and your rights under this Settlement, including your right to receive money from this Settlement. If you do not want to be part of this Settlement, this Notice details the steps you must take to be excluded from it.
- The Court has not yet decided whether to grant final approval of the Settlement. No payments will be made unless and until the Court approves the Settlement.
- You need to decide whether to stay in the case and receive the benefits of the Settlement, object to the Settlement, or request exclusion from the Settlement. ***If you wish to remain a Class Member and receive a monetary share of the Settlement, you do not have to do anything in response to this Notice.***
- The decision of whether to participate in, request to be excluded from, and/or object to the Settlement is entirely yours. No one will retaliate against you for participating (or not participating) in the Settlement. Your decision to participate in, request to be excluded from, and/or object to the Settlement will not in any way affect your eligibility to be hired or employed by Defendants.

PLEASE READ THIS NOTICE CAREFULLY. It describes your rights and how to receive money from the Settlement or exclude yourself from the Settlement.

SUMMARY OF SETTLEMENT

On July 5, 2012, Named Plaintiffs Megan Barrett, Lindsey Houser, Jennifer Jones, and Jennifer Seard filed a complaint against Forest Laboratories, Inc. and Forest Pharmaceuticals, Inc. in the United States District Court for the Southern District of New York on behalf of themselves and all current and former Forest female sales representatives alleging gender and pregnancy discrimination claims (the “Lawsuit”). Kimberly Clinton, Erin Eckenrode, Julie Smyth, Marie Avila, Christy Lowder, and Tracy Le later joined as additional Named Plaintiffs. The Parties in the case reached a class settlement.

The Settlement makes available a total fund of **\$4,000,000**. As a former or current female sales force employee, you are eligible to participate in the settlement benefits.

Forest denies any liability or wrongdoing of any kind associated with the claims alleged in this lawsuit and this Settlement is in no way an admission by Forest that it engaged in any unlawful behavior.

The Court has preliminarily approved the Settlement. Before deciding whether to grant final approval to the Settlement, the Court wishes to inform you of the general terms of the Settlement, and what actions you need to take to participate in the benefits provided by the Settlement.

YOUR RIGHTS AND OPTIONS	
DO NOTHING AND RECEIVE YOUR MONETARY SHARE OF THE SETTLEMENT	If you do nothing and the Settlement receives final approval, you will automatically receive a Settlement check in the mail and will release certain employment discrimination and benefits claims against Forest (and related parties), as described in Section 16 below.
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT	If you submit a request to be excluded from the Settlement on or before April 16, 2018 , you will receive no payment under this Settlement but will retain any right you may have to file your own lawsuit for the released claims.
OBJECT TO THE TERMS OF THE SETTLEMENT	If you do not want to be excluded from the Settlement but wish to object to the terms of the Settlement, you can submit an Objection on or before April 16, 2018 .

The Court will hold a Final Approval Hearing to consider whether the Settlement is fair, reasonable, and adequate, and to decide whether to give final approval to this Settlement. The hearing will be held at 9:00 a.m. on May 2, 2018, in the courtroom of the Honorable Ronnie Abrams at the United States District Court for the Southern District of New York, Courtroom 1506, Thurgood Marshall Courthouse, 40 Foley Square, New York, NY 10007. If the Settlement is granted final approval by the Court after the Final Approval Hearing, the Court’s judgment will be final and binding on you unless you request to be excluded from the Settlement. The Court will exclude from the class any member who requests exclusion according to the procedures in this Notice. If you do not request exclusion and if the Court grants final approval of the Settlement, you will be bound by the Court’s orders and the terms and releases in the Settlement. You are not required to appear at the hearing. If you are a Class Member, you will be represented by attorneys for the Class (“Class Counsel”) at no cost to you.

GENERAL INFORMATION

1. Why did I receive this Notice?

The purpose of this Notice is to inform you about this litigation, the certification of a class (the “Class”), the terms of a proposed settlement (the “Settlement”), and your rights in connection with a hearing to be held before the Court at 9:00 a.m. on May 2, 2018, to consider the fairness, reasonableness, and adequacy of the Settlement and related matters. This Notice also describes the steps to be taken by those who wish to be excluded from the Class and, for those who remain Class Members, your rights to receive a monetary award in the event the Settlement is approved by the Court.

2. What is this Lawsuit about?

On July 5, 2012, the Named Plaintiffs initiated a class action lawsuit against Forest, asserting gender and pregnancy discrimination claims on behalf of themselves and the Class, pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, *et seq.* (“Title VII”) and the Equal Pay Act, 29 U.S.C. § 206(d) (“EPA”). Specifically, the Named Plaintiffs alleged that: (i) Forest discriminated against the Class on the basis of their gender with respect to their compensation, in violation of Title VII and the EPA; (ii) Forest discriminated against the Class on the basis of their gender with respect to promotions, in violation of Title VII; and (iii) Forest discriminated against the Class on the basis of pregnancy, including with respect to their pay and promotions, in violation of Title VII.

Forest has denied and continues to deny all of the allegations in the Lawsuit.

3. Has the Court decided who is right?

No. The Court has only decided that you should get a copy of this Notice so that you can review the Settlement and determine whether you want to participate in the Settlement, object to it, or exclude yourself from the Settlement.

4. What is a class action and who is involved?

In a class action lawsuit, one or more people called Class Representatives assert claims on behalf of themselves and other people. The Class Representatives in this case are Named Plaintiffs Megan Barrett, Lindsey Houser, Jennifer Jones, Jennifer Seard, Kimberly Clinton, Erin Eckenrode, Julie Smyth, Marie Avila, Christy Lowder, and Tracy Le. The Class Representatives represent the Class (or Class Members). The Settlement will resolve the claims at issue for all Class Members who do not request to be excluded.

5. Am I a Class Member?

You are a member of the Class affected by the Settlement if you fit within this definition:

Settlement Class: All female sales force employees who are or were employed by Forest Laboratories, Inc., Forest Pharmaceuticals, Inc., or any of their affiliates, parents, predecessors, or successors, and assigned to a legacy-Forest position of Sales Representative, Specialty Representative, Hospital Representative, Institutional Representative and/or Regional Sales Trainer in the United States for at least one day between February 6, 2010 and April 3, 2017.

You have received this Notice because Forest’s records reflect that you fit the definition outlined above, and therefore you are a Class Member in the proposed Settlement of this Lawsuit. It is estimated that there are approximately 3,200 Class Members affected by the Settlement.

6. Why is this Lawsuit being settled?

After years of extensive litigation, the Parties agreed to explore possible resolution of the Lawsuit. Under the supervision of a nationally known and experienced mediator, the Parties engaged in settlement negotiations that resulted in the agreement to settle this action as reflected in this Notice of Class Action Settlement and the underlying Settlement

Agreement. Because of the extensive discovery conducted between the Parties during litigation and the mediation process, the Parties were able to reliably assess the merits of their respective positions and to reach a fair and equitable agreement.

Based upon their investigation, Class Counsel and the Class Representatives have concluded that the terms of the proposed Settlement are fair, reasonable, adequate, and in the best interests of the Class. In reaching this conclusion, Class Counsel has analyzed the benefits of the settlement and the risk of an unfavorable outcome, as well as the expense and length of continued proceedings necessary to prosecute this action. Forest has agreed to these settlement terms because it wishes to avoid further costly, disruptive, and time-consuming litigation, and desires to obtain complete and final settlement of the claims of the Plaintiffs and Class Members. Forest denies any liability or wrongdoing of any kind associated with the claims alleged in this lawsuit and this Settlement is in no way an admission by Forest that it engaged in any unlawful behavior.

7. Who represents the Class Members in the Lawsuit?

In class actions, Class Members are represented by Court-appointed lawyers (“Class Counsel”). In this case, you are represented by David Sanford, Deborah Marcuse, Michael Palmer, and Thomas Henderson of SANFORD HEISLER SHARP, LLP and the law firm of FEINSTEIN DOYLE PAYNE & KRAVEC, LLC. Class Counsel are experienced in handling similar cases, and the Court has determined that Class Counsel are qualified to represent you and all Class Members. You can contact Class Counsel at:

SANFORD HEISLER SHARP, LLP 1350 Avenue of the Americas, 31 st Floor New York, NY 10019 Phone: (646) 402-5650 Fax: (646) 402-5651	FEINSTEIN DOYLE PAYNE & KRAVEC, LLC 429 Fourth Avenue, Suite 1300 Pittsburgh, PA 15219 Phone: (412) 281-8400 Fax: (412) 281-1007
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Email: forestsettlement@sanfordheisler.com

Subject to Court approval, Class Counsel will be paid for their fees and costs from the Settlement (see Section 15 below).

You do not need to hire your own lawyer because Class Counsel are working on your behalf. Nonetheless, you may hire your own lawyer if you wish, and that lawyer may enter an appearance on your behalf. If you hire your own lawyer, you are responsible for paying for that lawyer. Alternatively, you may file a written objection or appear at the Final Approval Hearing without a lawyer. Whether a lawyer represents you or not, however, you must comply with all deadlines set forth in this Notice if you choose to object.

8. Who is the Settlement Administrator?

The Settlement Administrator is a third party appointed by the Court to send this Notice, process and issue Settlement checks, and otherwise administer the Settlement. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information, or ask questions regarding the processing of Settlement awards. You may contact the Settlement Administrator at:

BARRETT v. FOREST SETTLEMENT
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Phone: (866) 742-4955
Email: info@rg2claims.com

SUMMARY OF SETTLEMENT TERMS

9. What has Forest agreed to do under the Settlement?

Under the Settlement Agreement, Forest has agreed to pay **\$4,000,000** to settle the class claims.

10. How are Class Members' Settlement awards determined?

After deductions from the \$4 Million class fund for Court-approved payments for the expense of administering the Settlement, Service Awards, and Class Counsel's fees and expenses, the remaining sum will be distributed to all participating Class Members according to a distribution formula. In general, a Class Member will receive a proportionate share of the Settlement based on the number of weeks she worked as a Class Member between February 6, 2010 and February 1, 2018.

According to Defendants' records, you worked **<<WorkWeeks>>** weeks as a Class Member between February 6, 2010 and February 1, 2018.

11. Are there tax consequences for money I receive?

One hundred percent (100%) of each Settlement payment will be deemed wages and reported to the appropriate tax authorities on a IRS Form W-2 issued to the Class Member with her taxpayer identification number, and shall be subject to deductions for applicable taxes and withholdings as required by federal, state, and local law.

Aside from the employer portion of payroll taxes, Class Members are responsible for the appropriate payment of any federal, state and/or local income or payroll taxes on the Settlement payments they receive. The tax issues for each Class Member are unique to her, and each Class Member is advised to obtain tax advice from her own tax advisor with respect to any payments resulting from this Settlement. This Notice does not constitute legal or tax advice regarding any federal, state or local tax issue, and nothing in this Notice is intended, written or should be used by any person for the purpose of avoiding any tax liability or penalties. Class Counsel are not tax advisors and cannot give you advice on any tax matters.

12. How long do I have to cash my Settlement check?

Any checks not cashed after **six (6) months** from the date of the class-wide distribution shall be void. After that, the funds from uncashed Class Member Awards will be donated to an appropriate non-profit entity approved by the Court.

13. What is a "Service Award"?

In class actions, the Court may provide specific Class Members a "Service Award" in recognition of the time, effort, and risks taken in the litigation of the case on behalf of the Class. In this Lawsuit, Class Counsel will apply for service awards of \$15,000 each for the Class Representatives to compensate them for the time and effort they devoted to representing the Class in this case, including the time they spent consulting with Class Counsel about the case. In addition, Class Counsel will apply for service awards of \$2,500 each for the Class Members who were deposed to compensate them for the time and effort they devoted to the case, and \$1,000 each for the Class Members who were required to engage in written discovery but who were not deposed.

14. How much will it cost to administer the Settlement?

Class Counsel will apply to the Court for payment to the Settlement Administrator for its fees and costs, which shall not exceed \$35,000.00.

15. How will Class Counsel be paid?

Class Members are not personally liable for any fees and costs. As is routine in class action cases, Class Counsel will request an award of attorneys' fees and expenses already incurred as well as the fees and expenses that will be incurred during the implementation of the Settlement. These fees and expenses have been incurred as Class Counsel have pursued these claims on behalf of Plaintiffs and the Class for over five years without receiving any compensation for their services or reimbursement of their out-of-pocket litigation expenses, which are substantial. Class Counsel have undertaken significant risks in pursuing this matter. They have done so with the understanding that if they obtained a recovery for the Class, their expenses would be reimbursed and they would receive fees from the fund recovered. Accordingly, Class Counsel will apply to the Court for an award not exceeding \$1,626,666.00 for their out-of-pocket litigation expenses and attorneys' fees.

RELEASE OF CLAIMS

16. What claims are being released under the Settlement?

Upon final Court approval of the Settlement by the Court, Class Members who do not request to be excluded will fully release any known or unknown employment discrimination claims or benefits claims, arising on or before February 1, 2018, which were alleged or could have been alleged in the Lawsuit based on the facts alleged in support of the class claims against Forest. When claims are “released” it means that a person covered by the release cannot sue the Released Parties for these claims.

The released claims include any claims arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the class and collective claims pled in the Lawsuit, including without limitation, any claim that: (i) Forest discriminated against the Class on the basis of their gender with respect to their compensation; (ii) Forest discriminated against the Class on the basis of their gender with respect to promotions; and (iii) Forest discriminated against the Class on the basis of pregnancy, including with respect to their pay and promotions.

The released claims include known and unknown claims, and Class Members who participate in the Settlement expressly waive and relinquish the provisions, rights and benefits of Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Class Members who do not request to be excluded will receive a Settlement check with the following statement printed on it: “I have received and read the Class Notice in *Barrett, et al. v. Forest Laboratories Inc., et al.* By negotiating this check and accepting payment, I (1) consent to join this lawsuit and the Equal Pay Act collective action, (2) elect to participate in the Settlement, and (3) agree that I have waived and released the Released Parties from all Released Claims as defined in the Settlement Agreement and in the Notice in this lawsuit. This Release will be effective as of the Effective Date.”

The Released Parties include Forest, its parents, subsidiaries and affiliated companies, and in the case of all such entities, their respective past and present owners, representatives, officers, directors, attorneys, agents, employees, insurers, predecessors, successors, and assigns, including but not limited to Allergan plc.

The full terms of the release are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by contacting Class Counsel, as listed in Section 7 of this Notice. Alternatively, you can view the Settlement Agreement in hard copy in the Office of the Clerk, United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007.

YOUR RIGHTS AND OPTIONS

17. How do I participate in the Settlement?

You do not need to do anything to participate in the Settlement. If you are a Class Member and do not request to be excluded from the Settlement, you will automatically receive a Settlement check and release claims against the Released Parties (see Section 16 above) without any further action on your part.

18. How do I request to be excluded from the Settlement?

If you want to exclude yourself from the settlement (that is, not receive any money from the Settlement and not be bound by the Settlement), you must mail a written statement to the Settlement Administrator at the address set forth above (Section 8) that you wish to be excluded from the Settlement. (“Exclusion Request”). The Exclusion Request must be signed by the Class Member who seeks to opt out and must contain her name, address and telephone number. No Exclusion Request may be made on behalf of a group of Class Members. **If you exclude yourself from this settlement, you will not be eligible to receive any money from or be bound by this Settlement.**

To be effective, your Exclusion Request must be postmarked no later than April 16, 2018.

19. How do I object to the Settlement?

If you wish to object to the Settlement, you may do so by mailing to the Settlement Administrator at the address set forth above (Section 8) a detailed written description of the basis of the objection. **To be effective, your objection must be postmarked no later than April 16, 2018.**

You cannot both object to the Settlement and exclude yourself from the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will not be able to exclude yourself from the Settlement.

FINAL APPROVAL HEARING

20. When will the Court consider whether to grant final approval of the Settlement?

The Court will hold a Final Approval Hearing to decide whether to grant final approval of the Settlement on **May 2, 2018 at 9:00 a.m.** in the courtroom of the Honorable Ronnie Abrams at the United States District Court for the Southern District of New York, Courtroom 1506, Thurgood Marshall Courthouse, 40 Foley Square, New York, NY 10007

It is not necessary for you to appear at this hearing. If you have timely submitted an objection to the Settlement, you may, but are not required to, appear at the hearing to argue your objection to the Court. Any attorney who will represent you at the Final Approval Hearing for the purposes of your objection must file a Notice of Appearance with the Court and serve the Notice of Appearance on Class Counsel (contact information in Section 7 above) and counsel for Forest (Michael S. Burkhardt, Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, PA 19103) by **April 16, 2018.**

The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the Lawsuit will continue to be prepared for a class certification hearing, trial or other judicial resolution.

FURTHER INFORMATION

21. How do I receive more information?

This Notice contains only a summary of the terms of the Settlement, the provisions of the releases and related matters. For further information, the Settlement Agreement (which includes the complete terms of the Settlement), the Release, and numerous other documents connected with the Settlement are available by contacting Class Counsel, or can be viewed in hard copy in the Office of the Clerk, United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007.

If you have more questions about this Notice or this Lawsuit, you can contact the Settlement Administrator (see contact information in Section 8 above) or Class Counsel (see contact information in Section 7 above).

PLEASE DO NOT TELEPHONE OR OTHERWISE CONTACT THE COURT, THE OFFICE OF THE CLERK, DEFENDANTS, OR COUNSEL FOR FOREST FOR INFORMATION REGARDING THIS NOTICE

BARRETT v. FOREST SETTLEMENT

c/o RG/2 Claims Administration LLC

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