

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE CADENCE PHARMACEUTICALS, INC.
STOCKHOLDERS LITIGATION

)
) CONSOLIDATED
) C.A. No. 9341-VC-P
)

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED
SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING**

TO: ALL PERSONS OR ENTITIES WHO HELD SHARES OF CADENCE PHARMACEUTICALS, INC. ("CADENCE" OR THE "COMPANY") COMMON STOCK, EITHER OF RECORD OR BENEFICIALLY, AT ANY TIME BETWEEN FEBRUARY 10, 2014 AND MARCH 19, 2014, INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS IN INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNS OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER ANY OF THEM, OTHER THAN THE DEFENDANTS, THEIR SUBSIDIARY COMPANIES, AFFILIATES, ASSIGNS, AND MEMBERS OF THEIR IMMEDIATE FAMILIES, AS THE CASE MAY BE (THE "CLASS").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE "RELEASED CLAIMS" (DEFINED BELOW).

IF YOU ARE A NOMINEE WHO HELD CADENCE COMMON STOCK FOR THE BENEFIT OF ANOTHER, READ THE SECTION BELOW ENTITLED "NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS."

THE PURPOSE OF THIS NOTICE

The purpose of this Notice is to inform you of a proposed settlement (the "Settlement") of the above captioned action (the "Action") pending before the Court of Chancery of the State of Delaware (the "Court"). Pursuant to the Settlement, plaintiffs Alexander Wolfson, Merton B. Goode, Stephen Bushansky, Daniel Bokol, Ricardo Elvir, and Uyen Nguyen (collectively, "Plaintiffs"), on their own behalf and on behalf of all members of the Class (defined herein), have agreed to dismiss with prejudice their claims against Cadence, Brian Atwood, Samuel L. Barker, James C. Blair, Lauren DeBuono, Michael L. Eagle, Alan D. Frazier, Cam L. Garner, Stephen L. Newman, Todd W. Rich, Theodore R. Schroeder, and Christopher J. Twomey (collectively, the "Director Defendants"), Madison Merger Sub, Inc. ("Merger Sub"), and Mallinckrodt plc ("Mallinckrodt," with Cadence, the Director Defendants, and Merger Sub the "Defendants," and with each of Defendants and Plaintiffs a "Party" and together, the "Parties"), which relate to the transaction pursuant to which Cadence was acquired by Mallinckrodt.

A hearing will be held before the Court in the Court of Chancery at the New Castle County Courthouse, 500 North King Street, Wilmington, on June 8, 2015 at 2:00 p.m. (the "Hearing") to determine: (a) whether the Court should finally certify the Action as a class action, without opt-out rights, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) whether the Court should approve the proposed Settlement of the Action; (c) whether the Court should enter a final judgment dismissing the claims asserted in the Action on the merits and with prejudice as against Plaintiffs and the Class; (d) if the Court approves the Settlement and enters such final judgment, whether the Court should grant the application of Plaintiffs' Counsel for an award of attorneys' fees and expenses to be paid by Mallinckrodt, Cadence, its successor(s) and/or assign(s), and/or their insurer(s), and/or the insurer(s) of the individual defendants; and (e) such other matters as may properly come before the Court.

This Notice describes the rights you may have under the proposed Settlement and what steps you may, but are not required to, take in relation to the proposed Settlement. If the Court approves the proposed Settlement, the Parties to the Action will ask the Court at the Settlement Hearing, among other things, to enter the Order and Final Judgment dismissing all claims asserted in the Action with prejudice.

The Court has the right to adjourn the Hearing without further notice. The Court also has the right to approve the Settlement with or without modifications, to enter its final judgment dismissing the Action on the merits and with prejudice and to order the payment of attorneys' fees and expenses without further notice.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THE ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY WISH TO TAKE IN RELATION TO THIS LITIGATION.

BACKGROUND AND DESCRIPTION OF THE LITIGATION

On February 11, 2014, Cadence, Mallinckrodt, and Merger Sub entered into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Mallinckrodt, through its wholly owned subsidiary, Merger Sub, would acquire all of the outstanding shares of common stock of Cadence for \$14.00 in cash for each share of Cadence common stock in a transaction valued at approximately \$1.3 billion on a fully diluted basis (the "Transaction").

Following the announcement of the Transaction, between February 12, 2014 and February 21, 2014, six putative class action lawsuits challenging the Transaction were filed in the Delaware Court of Chancery: *Wolfson v. Cadence Pharmaceuticals, Inc.*, et al., No. 9341 (filed February 12, 2014); *Goode v. Garner*, et al., No. 9361 (filed February 18, 2014); *Bushansky v. Cadence Pharmaceuticals Inc.*, et al., No. 9365 (filed February 19, 2014); *Bokol v. Cadence Pharmaceuticals Inc.*, et al., No. 9367 (filed February 19, 2014); *Elvir v. Cadence Pharmaceuticals Inc.*, et al., No. 9370; and *Nguyen v. Cadence Pharmaceuticals, Inc.*, et al., No. 9376 (filed February 21, 2014), each alleging that the Director Defendants breached their fiduciary duties to Cadence's stockholders in connection with the Transaction; all but one of these complaints additionally alleged that Cadence, Mallinckrodt, and/or Merger Sub aided and abetted those breaches; and each complaint sought, among other things, an order enjoining the Transaction.

Three additional putative class action lawsuits challenging the Transaction were filed in the Superior Court of the State of California, San Diego County: *Denny v. Cadence Pharmaceuticals, Inc.*, et al., No. 37-2014-00002579-CU-BT-CTL (filed February 13, 2014), *Militello v. Cadence Pharmaceuticals, Inc.*, et al., No. 37-2014-00003634-CU-BT-CTL (filed February 20, 2014), and *Schuon v. Cadence Pharmaceuticals, Inc.*, No. 37-2014-00006052-CU-SL-CTL (filed March 10, 2014) (collectively, the "California Actions"). The plaintiffs in *Denny* and *Militello* have voluntarily dismissed those suits. There have been no substantive proceedings in *Schuon*. The complaint has not been served, and Defendants intend to move to dismiss the case if it is not voluntarily withdrawn.

On February 25, 2014, Cadence filed a Solicitation/Recommendation Statement on Schedule 14D-9 (the "Recommendation Statement") with the Securities and Exchange Commission ("SEC").

On February 26, 2014, plaintiff Wolfson filed an Amended Class Action complaint against Defendants that added allegations, among others, that the Recommendation Statement omitted to disclose allegedly important information.

On February 27, 2014, the Court consolidated the *Wolfson*, *Goode*, *Bushansky*, *Bokol*, *Elvir*, and *Nguyen* actions; designated the amended

complaint filed by plaintiff Wolfson as the operative complaint in the consolidated action; and appointed the law firms of Levi & Korsinsky LLP and Pomerantz LLP as co-lead counsel for Plaintiffs, the law firms WeissLaw LLP, Kirby McInerney LLP, and Milberg LLP as members of the executive committee of Plaintiffs' counsel, and the law firm Rigrodsky & Long, P.A. as liaison counsel for Plaintiffs (collectively, "Plaintiffs' Counsel").

On February 28, 2014, the Court entered a scheduling order for expedited proceedings and set a preliminary injunction hearing for March 14, 2014.

The Parties engaged in expedited discovery, including the production of documents by Cadence and the depositions of Cadence CEO, Theodore R. Schroeder, and Lazard Frères Managing Director, Jason Bernhard.

Plaintiffs confirmed through discovery that, since the announcement of the Transaction, no other bidders made a proposal to acquire Cadence.

Following arm's-length negotiations regarding Plaintiffs' claims, Plaintiffs and Defendants reached an agreement in principle concerning a proposed settlement of the Action, which was set forth in a Memorandum of Understanding dated March 7, 2014 (the "MOU"). As part of the MOU, Defendants agreed to make certain supplemental disclosures, a commitment and forbearances, set forth more fully below.

On March 7, 2014, pursuant to the MOU, Cadence filed an Amendment to its Recommendation Statement on Form 14D-9 with the SEC which disclosed, among other things, certain additional information regarding the Transaction (the "Supplemental Disclosures"). The Supplemental Disclosures included, *inter alia*: (a) information concerning the timing and content of the deliberations of the Cadence board of directors concerning a potential transaction with Mallinckrodt and strategic alternatives thereto; and (b) certain assumptions, inputs and findings in connection with the financial analyses utilized by the Cadence Board's financial advisors. The Supplemental Disclosures can be found on the SEC's website at the following URL: <http://www.sec.gov/Archives/edgar/data/1333248/000119312514089434/d689819dsc14d9a.htm>

On March 19, 2014, the Transaction closed.

Following the closing of the Transaction, the Parties engaged in additional discovery to enable Plaintiffs and Plaintiffs' Counsel to confirm the fairness of the Settlement, including the production of additional documents by Cadence and the depositions of former Cadence Chairman, Cam L. Garner, and Centerview partner, Ercument Tokat.

REASONS FOR THE SETTLEMENT

Plaintiffs, through their counsel, have investigated the claims and allegations asserted in the Action, as well as the underlying events and transactions relevant to the Action. Plaintiffs and Plaintiffs' Counsel believe that the claims asserted in the Action have merit based on proceedings to date, but having concluded that the proposed Settlement is fair and adequate and, recognizing the risk of further litigation, believe that it is reasonable to pursue the settlement of the Action based upon the substantial benefits and protections outlined and set forth in the Stipulation.

Defendants each have denied, and continue to deny, that they have committed or aided and abetted in the commission of any violation of law or breaches of duty or engaged in any of the wrongful acts alleged in the Action, and expressly maintain that they diligently and scrupulously complied with their fiduciary, disclosure, and other legal duties. Defendants are entering into this Stipulation solely because they contend and believe that the Settlement will eliminate the risk, burden and expense of further litigation.

SUMMARY OF THE SETTLEMENT AND THE RELEASE AND DISMISSAL OF CLAIMS

The terms of the Settlement are fully described in the Stipulation, on file with the Court, which is available for your inspection as discussed below under the heading "Scope of Notice." Capitalized terms used herein and not otherwise defined are deemed to have the same meaning as set forth in the Stipulation. The Settlement is subject to and becomes effective only upon approval by the Court. This Notice only includes a summary of various terms of the Settlement, and does not purport to be a comprehensive description of its terms, which are available for review as described below.

In summary, in consideration for the full settlement and release of all Released Claims (as defined below), Cadence made the Supplemental Disclosures regarding the Transaction in an Amendment to its Recommendation Statement on Form 14D-9 filed with the SEC on March 7, 2014, the substantive portions of which are attached as Exhibit A hereto. The Director Defendants also committed that, in the event that the Company received a Takeover Proposal (as defined in the Merger Agreement), they would promptly consider and respond to such Takeover Proposal, in accordance with the terms of the Merger Agreement (the "Cadence Board Commitment"). Mallinckrodt and Merger Sub also agreed to forbear from exercising certain rights under the Merger Agreement (the "Mallinckrodt Forbearances"), as follows: (i) the period following a termination of the Merger Agreement during which Cadence would be obligated in certain circumstances to pay the Cadence Termination Fee (as defined in the Merger Agreement) would be reduced from nine (9) months to seven (7) months, and (ii) the three (3) Business Day (as defined in the Merger Agreement) period after delivery of a Notice of Intended Recommendation Change (as defined in the Merger Agreement) in response to a Superior Proposal (as defined in the Merger Agreement) during which the Company Board (as defined in the Merger Agreement) could not make an Adverse Recommendation Change (as defined in the Merger Agreement) would be reduced to two (2) Business Days. Defendants acknowledge that the pendency and prosecution of the Action was the sole cause for the dissemination of the Supplemental Disclosures, the Cadence Board Commitment, and the Mallinckrodt Forbearances. Other than any attorneys' fees and disbursements as may be awarded by the Court and the cost of providing this notice to the Class, Defendants shall have no other obligations, liabilities or responsibilities in connection with the proposed Settlement.

The Stipulation provides among other things that, if the Court approves the Settlement, each of the following will occur:

1. The Action will be dismissed with prejudice on the merits. This dismissal on the merits will be binding as to all Class members.
2. Upon Final Court Approval, and as shall be set forth in the Order and Final Judgment, any and all manner of claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, amounts, duties, suits, costs, expenses, matters, and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including Unknown Claims (as defined below) that have been, could have been, or in the future can or might be asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, foreign, or common law, including the federal securities laws and any state disclosure law), by or on behalf of Plaintiffs or any member of the Class, and any and all of each of the Plaintiffs' and Class members' respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under any of them, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity (collectively, the "Releasing Persons") against Defendants, including Cadence, Brian Atwood, Samuel L. Barker, James C. Blair, Laureen DeBuono, Michael L. Eagle, Alan D. Frazier, Cam L. Garner, Stephen L. Newman, Todd W. Rich, Theodore R. Schroeder, and Christopher J. Twomey, Merger Sub, and Mallinckrodt, or any of their respective families, parent entities, controlling persons, associates, predecessors, successors, affiliates, or subsidiaries, and each and all of their respective past or present officers, directors, executives, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, auditors, investment bankers, commercial bankers, entities providing fairness opinions, underwriters, brokers, dealers, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, and assigns (collectively, the "Released Persons"), which have arisen, could have arisen, arise now, or hereafter may arise out of or relate in any manner to the allegations, facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, omissions, or any other matter, thing, or cause whatsoever, or any series thereof, embraced, involved, set forth or otherwise related to the Action, the Transaction, the negotiation or consideration of the Transaction or any agreements or disclosures relating thereto, or

any statement filed or distributed to stockholders in connection with the Transaction (including without limitation Mallinckrodt's and Merger Sub's Tender Offer Statement on Schedule TO filed with the SEC on February 19, 2014 (including the Offer to Purchase and other exhibits contained therein, in each case as amended or supplemented) and the Recommendation Statement (as amended or supplemented)), including without limitation any disclosures, non-disclosures or public statements made in connection with any of the foregoing (collectively, the "Released Claims"), shall be fully and completely discharged, dismissed with prejudice, settled and released; provided, however, that the Released Claims shall not include claims for appraisal pursuant to Section 262 of the Delaware General Corporation Law or claims to enforce the Settlement.

3. Upon Final Court Approval, Defendants shall fully, finally, and forever release, relinquish, and discharge Plaintiffs and Plaintiffs' Counsel from all claims, penalties, allegations or sanctions (including Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims (collectively, "Defendants' Released Claims").

4. The Settlement is intended to extinguish all Released Claims, and Defendants' Released Claims, including Unknown Claims, and, consistent with such intentions, the Releasing Persons and Defendants shall waive their rights to the extent permitted by state law, federal law, foreign law, or any principle of common law, that may have the effect of limiting the release set forth above. "Unknown Claims" means any claim that a Releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Persons, including without limitation those that, if known, might have affected the decision to enter into the Settlement, and any claim that a Defendant does not know or suspect exists in his, her, or its favor at the time of the release of the Defendants' Released Claims as against Plaintiffs and Plaintiffs' Counsel, including without limitation those that, if known, might have affected the decision to enter into the Settlement. This shall include a waiver by the Releasing Persons and Defendants of any rights pursuant to § 1542 of the California Civil Code (or any similar, comparable, or equivalent provision in any jurisdiction), which provides:

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.

The Parties acknowledge, and the members of the Class and other Releasing Persons by operation of law shall be deemed to have acknowledged, that they, Plaintiffs' Counsel, the Releasing Persons, or members of the Class may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to fully, finally, and forever settle and release any and all claims released hereby known or unknown, suspected or unsuspected, that now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. The Parties, Plaintiffs' Counsel, Plaintiffs, and the other parties to the Stipulation acknowledge, and the members of the Class and other Releasing Persons by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims and Defendants' Released Claims was separately bargained for, constitutes separate consideration for, was a key element of the Settlement, and was relied upon by each and all of the Parties in entering into the Stipulation.

INTERIM INJUNCTION AND STAY OF PROCEEDINGS

Plaintiffs and all members of the Class, and any of them, are barred and enjoined from commencing, instigating, instituting, maintaining, prosecuting, asserting, or participating in any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, or other forum of any kind, whether individual, class, derivative, representative, legal, equitable, or in any other capacity, asserting any of the Released Claims against any of the Released Persons. In addition, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, have been stayed and suspended until further order of the Court.

ATTORNEYS' FEES AND EXPENSES

Plaintiffs and Plaintiffs' Counsel intend to petition the Court for an award of fees and expenses in an amount not to exceed \$537,500 in connection with the Settlement of the Action (the "Fee Application"). Defendants agree not to oppose Plaintiffs' Counsel's request for such approval in an amount not exceeding \$537,500, both in the Court and on any appeal by any Class member.

The Fee Application shall be Plaintiffs' and/or Plaintiffs' Counsel's sole application for an award of fees or expenses in connection with any litigation concerning the Transaction.

Final resolution by the Court of the Fee Application is not a precondition to the Settlement or the dismissal of the Action in accordance with the Settlement and the Stipulation, and the Fee Application may be considered separately from the Settlement. Neither any failure of the Court or any other court (including any appellate court) to approve the Fee Application in whole or in part, nor any other reduction, modification, or reversal of any amount awarded to Plaintiffs' Counsel by the Court shall have any impact on the effectiveness of the Settlement, provide any of the Parties with the right to terminate the Settlement or the Stipulation, or affect or delay the binding effect or finality of the Order and Final Judgment or the release of the Released Claims. Except as provided herein, the Released Persons shall bear no other expenses, costs, damages, or fees alleged or incurred by the named plaintiff, by any member of the Class, or by any of their attorneys, experts, advisors, agents or representatives.

TERMINATION

The Stipulation shall be terminated, shall be deemed null and void, and shall have no further force or effect if any of the following events occur: (a) the Court does not certify the Class as a non-opt out class for settlement purposes under Court of Chancery Rules 23(b)(1) and/or 23(b)(2); (b) the Court does not enter the Order and Final Judgment in substantially the form of Exhibit D to the Stipulation; or (c) the Court enters the Order and Final Judgment, but on or following appeal, remand, collateral attack, or other proceedings the Order and Final Judgment is modified or reversed in any material respect, unless counsel for each of the Parties, within twenty (20) business days from receipt of such ruling or event, agrees in writing with counsel for the other Parties to proceed with the Settlement, with such modifications, if any, as to which all other Parties in each of their sole judgment and discretion may agree.

THE SETTLEMENT HEARING

The Court has scheduled a Settlement Hearing which will be held on June 8, 2015 at 2:00 p.m., in the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801 to:

1. Determine whether the Action may be maintained as a class action and the Class should be certified, for settlement purposes, pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1) and/or (b)(2);
2. Determine whether Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interests of the Class in the Action;
3. Determine whether the Stipulation, and the terms and conditions of the Settlement proposed in the Stipulation, are fair, reasonable and adequate to the Class members and should be approved by the Court;
4. Determine whether the Order and Final Judgment should be entered dismissing the Action and Released Claims with prejudice as against Plaintiffs and the Class, releasing and discharging with respect to Plaintiffs and all Class members the Released Claims against the Released Parties;
5. Hear and rule on any objections to the Settlement;
6. Consider the Fee Application, and any objections thereto; and
7. Rule on other such matters as the Court may deem appropriate.

RIGHT TO APPEAR AND OBJECT AT SETTLEMENT HEARING

Any member of the Class who objects to the Settlement, the Order and Final Judgment to be entered in the Action, and/or Plaintiffs' Counsel's application for an award of attorneys' fees, costs, and expenses, or who otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present evidence or argument that may be proper and relevant; *provided, however*, that no member of the Class may be heard and no papers or briefs submitted by or on behalf of any member of the Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than May 29, 2015, that Class member has filed with the Register in Chancery, New Castle County Court House, 500 North King Street, Wilmington, Delaware 19801 and served upon the attorneys listed below copies of (a) a written notice of intention to appear, identifying the name, address, email address, and telephone number of the objector and, if represented, counsel, (b) written proof of ownership of Cadence common stock during the class period and a statement certifying that the objector is a member of the Class, (c) a written detailed statement of such person's specific objections to any matter before the Court, (d) the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (e) all documents and writings such person desires the Court to consider. These papers must be served upon the following attorneys by hand delivery, overnight mail, or electronic filing and service:

Brian D. Long RIGRODSKY & LONG, P.A. 2 Righter Parkway, Suite 120 Wilmington, DE 19803	Raymond J. DiCamillo Susan M. Hannigan RICHARDS, LAYTON & FINGER, P.A. 920 North King Street Wilmington, Delaware 19801	William Lafferty MORRIS, NICHOLS, ARSHT & TUNNEL LLP 1201 North Market Street, 16th Floor Wilmington, Delaware 19801
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Unless the Court otherwise directs, no member of the Class shall be entitled to object to the Settlement, the judgment to be entered herein, or the award of attorneys' fees, costs, and expenses to Plaintiffs' Counsel or otherwise to be heard, except by serving and filing written objections as described above. Any person who fails to object in the manner provided above shall be deemed to have waived such objection (including on any appeal) and shall forever be barred from making any such objection in the Action (including on any appeal) or in any other action or proceeding.

ORDER AND FINAL JUDGMENT OF THE COURT

If the Settlement is approved by the Court, the Parties will promptly request the Court to enter an Order and Final Judgment, which will, among other things:

1. Determine that the Action may proceed as a class action on behalf of the Class pursuant to Court of Chancery Rules 23(a) and 23(b)(1) and/or (b)(2) for purposes of the Settlement;
2. Approve the Settlement, adjudge the terms of the Settlement to be fair, reasonable, and adequate to the Class, and direct consummation of the Settlement in accordance with the terms and conditions of the Stipulation;
3. Determine that the requirements of the Court of Chancery Rules and due process have been satisfied in connection with notice to the Class;
4. Dismiss the Action and the Released Claims with prejudice, said dismissal subject only to compliance by the Parties with the terms of the Stipulation and any Order of the Court concerning the Stipulation;
5. Release, settle, and discharge the Released Parties from and with respect to all Released Claims;
6. Release, settle, and discharge Plaintiffs, all other Class members, and Plaintiffs' Counsel from all claims, including Unknown Claims, arising out of or relating to the institution, prosecution, settlement, or resolution of the Action (other than claims by the Parties to the Stipulation to enforce the terms of the Stipulation or Settlement); and
7. Provide that the Order and Final Judgment, including the release of all Released Claims against all Released Parties, shall have *res judicata* and other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings maintained by or on behalf of, any of the Plaintiffs and all other Class members.

SCOPE OF NOTICE

This Notice does not purport to be a comprehensive description of the Action or the pleadings, the terms of the proposed Settlement, the scheduled Hearing, or other matters described herein. For more complete information concerning the Action and the proposed Settlement, you may inspect the pleadings, the Stipulation, and other papers and documents filed with the Court in the Action, during normal business hours at the office of the Register in Chancery, Delaware Court of Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 or by accessing the Court's docket electronically.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, THE ACTION, THE PROPOSED SETTLEMENT, OR THE SETTLEMENT HEARING THEREON, YOU SHOULD RAISE THEM WITH YOUR OWN COUNSEL OR DIRECT THEM TO COUNSEL FOR PLAINTIFFS IN THIS ACTION, AT THE ADDRESSES SET FORTH BELOW. PLEASE DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT.

Brian D. Long
RIGRODSKY & LONG, P.A.
2 Righter Parkway, Suite 120
Wilmington, DE 19803
(302) 295-5310

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you held Cadence stock for the beneficial interest of a person or organization other than yourself at any time during the period from and including February 10, 2014, through and including March 19, 2014, within seven days of the receipt of this Notice you must either (a) provide to the Notice Administrator at the address below the name and last known address of each person or organization for whom or which you held any such securities during such time periods; or (b) request additional copies of this Notice from the Notice Administrator at the address below, which will be provided to you free of charge, and, within seven days of your receipt of such copies, mail the Notice directly to the beneficial owners of the securities referred to herein. You are entitled to reimbursement from Cadence or its successor(s) in interest for your reasonable expenses incurred in connection with the foregoing, including reimbursement of postage expenses and the cost of ascertaining the names and addresses of beneficial owners. These expenses will be paid by Cadence or its successor(s) in interest upon request and submission of appropriate supporting documentation to the Company. All communications concerning the foregoing should be addressed to the Notice Administrator at the following address:

In re Cadence Pharmaceuticals, Inc. Stockholders Litigation
c/o Garden City Group
PO Box 10138
Dublin, OH 43017-3138

Dated: March 27, 2015

BY ORDER OF THE COURT OF CHANCERY
OF THE STATE OF DELAWARE