

**IN THE ELEVENTH JUDICIAL CIRCUIT, STATE OF MISSOURI
CIRCUIT JUDGE DIVISION**

WILLIAM H. MURPHY, On Behalf of Himself and All Others Similarly Situated, Plaintiff, v. SYNERGETICS USA INC., et al., Defendants.	Case No.: 1511-CC00778
LOUIS SCARANTINO, On Behalf of Himself and All Others Similarly Situated, Plaintiff, v. SYNERGETICS USA, INC., et al., Defendants.	Case No.: 1511-CC00810 Consolidated with Case No. 1511-CC00778
LARA GLORIOSO, individually and on behalf of all others similarly situated, Plaintiff, v. DAVID M. HABLE, et al., Defendants.	Case No.: 1511-CC00803 Consolidated with Case No. 1511-CC00778

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

TO: ALL PERSONS WHO HELD SHARES OF STOCK OF SYNERGETICS USA, INC. ("SYNERGETICS" OR THE "COMPANY") (EXCLUDING DEFENDANTS NAMED IN THIS LAWSUIT AND THEIR IMMEDIATE FAMILY MEMBERS, AND ANY SUCCESSORS IN INTEREST THERETO) AT ANY TIME DURING THE PERIOD FROM AND INCLUDING SEPTEMBER 1, 2015, THROUGH OCTOBER 15, 2015 (THE "CLASS").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. YOUR RIGHTS WILL BE AFFECTED BY THESE LEGAL PROCEEDINGS IN THIS LITIGATION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT, OR PURSUING THE SETTLED CLAIMS (AS DEFINED BELOW).

IF YOU WERE NOT THE BENEFICIAL HOLDER OF COMMON STOCK OF SYNERGETICS BUT HELD SUCH STOCK FOR A BENEFICIAL HOLDER, PLEASE TRANSMIT THIS DOCUMENT PROMPTLY TO SUCH BENEFICIAL HOLDER.

The purpose of this Notice is to inform you of a proposed settlement (the "Settlement") of the above-captioned consolidated action (the "Action") pending before the Missouri Circuit Court, 11th Judicial Circuit (the "Court"), and of a hearing to be held before the Court, located at 300 N 2nd Street, St. Charles, Missouri 63301, on July 29, 2016 at 9:00 a.m. (the "Settlement Hearing"). The purpose of the Settlement Hearing is to determine: (a) whether the Court should certify the Class for purposes of the Settlement; (b) whether the Court should approve the proposed Settlement; (c) whether the Court should enter an Order and Final Judgment dismissing the claims asserted in the Action on the merits and with prejudice as against Plaintiffs and the Class and effectuating the releases described below; (d) whether the Court should grant the application of Plaintiffs' Counsel for an award of attorneys' fees and reimbursement of litigation expenses; and, (e) such other matters as may properly come before the Court.

If you are a member of the Class, this Notice will inform you of how, if you so choose, you may enter your appearance in the Action or object to the proposed Settlement and have your objection heard at the Settlement Hearing.

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 THIS ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THIS ACTION.

Background and Description of the Action

On September 2, 2015, Synergetics and Valeant Pharmaceuticals International (“Valeant”) announced that they had entered into an Agreement and Plan of Merger, dated as of September 1, 2015, by and among Synergetics, Valeant’s wholly owned subsidiary Blue Subsidiary Corp. (“Merger Sub”), and Valeant (the “Merger Agreement”).

The Merger Agreement contemplates, among other things, that Valeant, through Merger Sub, will acquire Synergetics in an all-cash tender offer (the “Tender Offer”) pursuant to 8 Del. C. § 251(h) (the “Transaction” or the “Merger”) for \$6.50 per share, plus one contractual contingent value right per share, which represents the right to receive up to two contingent payments of up to \$1.00 in the aggregate (the “Merger Consideration”).

Between September 15, 2015, and September 28, 2015, three actions were filed in the Court by Synergetics stockholders, alleging, among other things, that Synergetics’ Board of Directors (the “Board”) had breached its fiduciary duties in connection with their consideration and approval of the Merger, and that Valeant had aided and abetted those purported breaches of fiduciary duty. These actions are captioned as follows: *Murphy v. Synergetics, et al.*, Case No. 1511-CC00778 (filed September 15, 2015) (the “*Murphy* Action”); *Glorioso v. Hable, et al.*, Case No. 1511-CC00803 (filed September 23, 2015) (the “*Glorioso* Action”); and *Scarantino v. Synergetics USA, Inc., et al.*, Case No. 1511-CC00810 (filed September 28, 2015) (the “*Scarantino* Action”) (collectively, as consolidated, the “Action”).

On September 16, 2015, Synergetics filed with the United States Securities and Exchange Commission (the “SEC”) a Schedule 14D-9 (the “14D-9”), which, among other things, summarizes the Tender Offer, Merger Agreement, and Merger and provides an account of the events leading up to the execution of the Merger Agreement and a summary of the valuation analyses conducted by the Board’s financial advisor, William Blair & Company, L.L.C. (“William Blair”).

On September 23, 2015, following an analysis of the 14D-9 and other publicly filed documents in conjunction with their retained financial expert, Plaintiffs in the *Murphy* Action filed an Amended Class Action Complaint, alleging, among other things, that the Board had breached its fiduciary duties to Synergetics stockholders by failing to take steps to maximize the value of Synergetics, failing to properly value Synergetics, and by disseminating purportedly materially inadequate disclosures in the 14D-9, and that Valeant and Merger Sub had aided and abetted such purported fiduciary breaches.

Also on September 23, 2015, Plaintiffs filed a Motion for Expedited Proceedings, and the parties commenced negotiations concerning the production of certain confidential, non-public documents relevant to the Merger.

On September 25, 2015, in lieu of proceeding with Plaintiffs’ Motion for Expedited Proceedings, Synergetics commenced a rolling production of confidential, non-public documents to Plaintiffs in the *Murphy* action totaling approximately 1,300 pages, including: (i) Board minutes; (ii) William Blair presentations to the Board containing financial and valuation analyses; (iii) Synergetics’ management’s projections and presentations; and (iv) bid letters and other correspondence between Synergetics or William Blair and potential bidders.

On September 28, 2015, an action was filed in the Delaware Court of Chancery captioned *Nilsen v. Hable, et al.*, Case No. 1152-VCL (the “*Delaware Action*,” and collectively with the consolidated Action, the “*Actions*”) alleging, among other things, that Synergetics’ Board had breached its fiduciary duties in connection with its consideration and approval of the Merger, and allegedly disseminated purportedly materially inadequate disclosures in the 14D-9. The *Delaware Action* also alleged that Valeant had aided and abetted those purported breaches of fiduciary duty.

On September 29, 2015, the plaintiff in the *Delaware Action* filed a Motion for Preliminary Injunction and Motion for Expedited Proceedings.

Plaintiffs, in conjunction with their expert, reviewed and analyzed the confidential documents with respect to, among other things, the fairness of the Merger Consideration, the adequacy of the process undertaken by the Board leading up to the execution of the Merger Agreement and whether the Board adequately satisfied its duty to fully disclose all material information concerning the Transaction and permit stockholders to make a fully informed decision regarding the tender of their shares.

Plaintiffs, in conjunction with their financial expert, identified what they viewed as material disclosure deficiencies in the 14D-9 and demanded such information be provided to Synergetics stockholders sufficiently in advance of the expiration of the Tender Offer.

After arm’s-length negotiations, counsel to the parties in the *Actions* reached an agreement-in-principle concerning the proposed settlement of the *Actions*. Those negotiations and discussions led to the execution of a memorandum of understanding (the “*MOU*”) on October 2, 2015. The *MOU* provided for an agreement in principle to settle the *Actions* (the “*Settlement*”), subject to additional confirmatory discovery and approval of the Court, on the basis of the inclusion of additional disclosures made in a Supplement to the 14D-9 concerning the Merger, in the form attached hereto as Exhibit A, which was filed with the SEC on October 2, 2015.

On October 6, 2015, the parties notified the respective judges in the *Murphy*, *Scarantino*, and *Glorioso* *Actions* of the *MOU* and Plaintiffs’ intention to conduct confirmatory discovery relating to the proposed *Settlement*.

On October 7, 2015, plaintiff *Nilsen* notified the Delaware Court of Chancery of the *MOU* and withdrew her Motion for a Preliminary Injunction and Motion for Expedited Proceedings. The next day, on October 8, the Delaware Court of Chancery unilaterally dismissed the *Delaware Action*.

On October 9, 2015, Plaintiffs filed a Joint Motion to Consolidate Related Actions and Appoint a Leadership Structure by Consent (the "Motion to Consolidate") in the Missouri Actions, requesting that the *Scarantino* and *Glorioso* Actions be consolidated into the *Murphy* Action.

On October 13 and 14, 2015, the judges in the *Scarantino* and *Glorioso* Actions granted the Motion to Consolidate.

Also on October 13, 2015, the judge in the *Murphy* Action accepted the consolidation, and set a hearing for December 11, 2015, to discuss appointment of a lead structure for the Action.

When the Tender Offer expired on October 14, 2015, Synergetics stockholders had validly tendered approximately 72% of Synergetics shares into the Tender Offer.

On October 15, 2015, the Merger was consummated.

Following the execution of the MOU and the consummation of the Merger, and as contemplated in the MOU, Plaintiffs' counsel conducted a further investigation of the facts and circumstances underlying the claims asserted in the Actions, which included, among other things, reviewing and analyzing additional documents produced by Defendants, and conducting the depositions of: Ro Bhandari (Director at William Blair) on January 22, 2015, and David Hable (CEO of Synergetics at the time the Merger was negotiated and approved) on January 27, 2015.

On the basis of information available to them, including publicly available information, the additional confirmatory discovery described herein, and consultations with independent financial experts retained by Plaintiffs' counsel, Plaintiffs' counsel has determined that the Settlement described herein is fair, reasonable, adequate, and in the best interests of the Plaintiffs and the Class (as defined herein).

Defendants each has denied, and continues to deny, that he, she, or it committed or aided and abetted the commission of any breach of duty or violation of any law, or engaged in any of the wrongful acts alleged in the Actions, and expressly maintains that he, she, or it diligently and scrupulously complied with its fiduciary and other legal duties, to the extent such duties exist, and is entering into this Settlement solely to eliminate the burden, expense, and uncertainties inherent in further litigation.

Plaintiffs in the Actions represent to have owned at all relevant times, and continued to own through October 15, 2015, shares of Synergetics common stock.

In connection with settlement discussions and negotiations leading to the proposed Settlement, counsel for the parties in the Action did not discuss the appropriateness or amount of any application by Plaintiffs' counsel for an award of attorneys' fees and expenses until the substantive terms of the settlement on behalf of and for the benefit of the Class (defined below) were negotiated at arm's-length and agreed upon.

The parties wish to settle and resolve the claims asserted by Plaintiffs and all claims relating to or arising out of the Merger, and the parties have, following arm's-length negotiations, reached an agreement in principle as set forth in this Stipulation, providing for the settlement of the Actions on the terms and subject to the conditions set forth below, and the parties believe the Settlement is fair, reasonable, adequate and in the best interests of Synergetics stockholders.

On April 29, 2016 the Court entered a scheduling order providing for, among other things, the scheduling of the Settlement Hearing; the temporary certification, for settlement purposes only, of a non-opt out class consisting of all persons who held shares of stock of Synergetics (excluding Defendants named in this lawsuit and their immediate family members, and any successors in interest thereto) at any time during the period from and including September 1, 2015, through October 15, 2015, the date of consummation of the Merger; a stay of the Actions pending a hearing on the proposed Settlement; and an injunction against the commencement or prosecution of any action by any member of the Class asserting any of the claims subject to the Settlement of the Actions.

Reasons for the Settlement

Plaintiffs and Plaintiffs' Counsel have determined to enter into the Settlement because the Settlement provides for the inclusion of disclosures in a Supplement to the 14D-9 concerning the Merger. On the basis of information available to them, including publicly available information, the additional discovery described herein, consultations with independent financial advisors retained by Plaintiffs' Counsel, and in consideration of the strengths and weaknesses of their claims, Plaintiffs' Counsel has determined that the Settlement described herein is fair, reasonable, adequate, and in the best interests of the Plaintiffs and the Class because it empowered the stockholders of Synergetics to make a fully informed decision on whether to approve the Merger.

The Synergetics directors and officers, together with Synergetics and Valeant, each have denied, and continue to deny, that they have committed or aided and abetted the commission of any violation of law or engaged in any of the wrongful acts alleged in the Actions, and expressly maintain that they diligently and scrupulously complied with their fiduciary and other legal duties and are entering into this Settlement solely to eliminate the burden and expense of further litigation.

The parties wish to settle and resolve the claims asserted by Plaintiffs and all claims relating to or arising out of the Merger, and the parties have, following arm's-length negotiations, reached an agreement in principle providing for the settlement of the Actions, and the parties believe the Settlement is in the best interests of the parties and the Synergetics public stockholders.

Settlement Terms

Solely as a result of discussions between and among the parties, in consideration for the full settlement and release of the Settled Claims (as defined below) and the dismissal with prejudice of the Actions, the parties to the Actions agreed that Synergetics would include additional disclosures in a Supplement to the 14D-9 concerning the Merger, in the form attached hereto as Exhibit A, which was filed with the SEC on October 2, 2015 (the "Supplemental Disclosures"). Without admitting any wrongdoing, Defendants acknowledge that the prosecution of the Actions and discussions with counsel for the Plaintiffs were the sole cause of the decision to make the Supplemental Disclosures reflected in Exhibit A.

The Settlement Hearing

The Settlement Hearing shall be held on July 29, 2016 at 9:00 a.m. before the Court, located at 300 N 2nd Street, St. Charles, Missouri 63301 to: (a) determine whether the temporary class action certification herein should be made final; (b) determine whether the Settlement should be approved by the Court as fair, reasonable, adequate and in the best interests of the Class; (c) determine whether an Order and Final Judgment should be entered pursuant to the Stipulation; (d) consider Plaintiffs' Counsel's application for an award of attorneys' fees and expenses; and, (e) rule on such other matters as the Court may deem appropriate.

The Court reserves the right to adjourn or reschedule the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof or by placing a notice of such adjournment and/or rescheduling on the docket in the Action.

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

Right To Appear and Object

Any member of the Class who objects to the Settlement, Class certification, the form and manner of the Notice, the Order and Final Judgment to be entered in the Action, and/or Plaintiffs' Counsel's application for attorneys' fees, or who otherwise wishes to be heard, may appear in person or by his attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person shall be heard and no papers, briefs, pleadings or other documents submitted by any person shall be considered by the Court unless not later than ten (10) calendar days prior to the Settlement Hearing such person files with the Court and serves upon counsel listed below: (a) a written notice of intention to appear; (b) a statement of such person's objections to any matters before the Court; and, (c) the grounds for such objections and the reasons that such person desires to appear and be heard, documentation evidencing membership in the Class, as well as all documents or writings such person desires the Court to consider. Such filings shall be served upon the following counsel:

Christopher O. Bauman
BLITZ, BARDGETT & DEUTSCH, L.C.
120 South Central Avenue, Suite 1500
St. Louis, Missouri 63105

Scott K.G. Kozak
ARMSTRONG TEASDALE LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105

James P. Muehlberger
Joseph Rebein
SHOOK HARDY & BACON L.L.P.
2555 Grand Boulevard
Kansas City, Missouri 64108

and then filed with the Clerk of the Court in Case No. 1511-CC00778.

Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiffs and Plaintiffs' Counsel, any award of attorneys' fees, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as prescribed above. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding. Any member of the Class who does not object to the Settlement or the request by Plaintiffs' Counsel for an award of attorneys' fees and expenses (described below) or to any other matter stated above need not do anything.

The Final Order and Judgment

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interests of the Class, the parties to the Action will ask the Court to enter the Order and Final Judgment, which will, among other things:

- a. approve the Settlement as fair, reasonable, adequate and in the best interests of the Class and direct consummation of the Settlement in accordance with its terms and conditions;

- b. permanently certify the Class as a non-opt out class pursuant to Missouri Rule of Civil Procedure 52.08, consisting of all persons who held shares of stock of Synergetics (excluding Defendants named in this lawsuit and their immediate family members, and any successors in interest thereto) at any time during the period from and including September 1, 2015, through October 15, 2015 (the "Class Period"), the date of consummation of the Merger (the "Class");
- c. determine that the requirements of the rules of the Court and due process have been satisfied in connection with this Notice;
- d. dismiss the Action with prejudice on the merits and grant the releases more fully described below in accordance with the terms and conditions of the Stipulation;
- e. permanently bar and enjoin Plaintiffs and all members of the Class from instituting, commencing or prosecuting any of the Settled Claims against any of the Released Persons (as defined below); and
- f. award attorneys' fees and expenses to Plaintiffs' Counsel.

Releases

The Stipulation provides that upon Final Approval of the Settlement and in consideration of the benefits provided by the Settlement:

(a) The Court's Order and Final Judgment shall, among other things, provide for the full and complete dismissal of the Action with prejudice, and the settlement and release of, and permanent injunction barring, among other things, any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, fees, costs, expenses, actions, suits, and controversies, which Plaintiff or any member of the Class ever had, now have, or may have, whether direct, derivative, individual, class, representative, legal, equitable, or of any other type, against Synergetics USA Inc., Valeant Pharmaceuticals International, Blue Subsidiary Corp., David M. Hable, Lawrence C. Cardinale, Juanita H. Hinshaw, D. Graeme Thomas, Robert H. Blankemeyer or any of their families, parent entities, controlling persons, associates, affiliates, or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, or assigns (the "Released Persons"), which: (a) are based on any Class member's ownership of Synergetics common stock during the Class Period; (b) are based on any state's statute, common law or rule; any federal securities laws or rules concerning disclosure; or any "aiding and abetting" theories related thereto; and (c) arise out of or relate to, directly or indirectly, the conduct or omission by any Released Persons in the process leading up to, the negotiation of, discussions concerning, and/or the terms of the Merger, the Tender Offer, the Merger Consideration, or the Merger Agreement, and other transactions contemplated therein; the adequacy, accuracy, and completeness of the 14D-9 and Tender Offer documents, or any other disclosures by or on behalf of any Released Persons relating to the Merger; the allegations in any complaint or amended complaint filed in the Actions; facts that Plaintiffs or any member of the Class might have learned through discovery in the Actions; and/or the conduct or omission by any of the Released Persons in connection with the negotiation or execution of the Stipulation and the Settlement (the "Settled Claims"); *provided, however*, for the avoidance of doubt, the Settled Claims shall not include: (i) the right to enforce the Stipulation or the Settlement; and/or (ii) the right of any member of the Class to pursue properly perfected claims, if any, for appraisal pursuant to 8 *Del. C.* § 262.

(b) Upon final approval of the Settlement, Defendants shall be deemed to have, and by operation of the judgment shall have, fully, finally, and forever released, relinquished, settled, extinguished, dismissed with prejudice, and discharged Plaintiffs, each and all members of the Class, and all Plaintiffs' counsel from all claims, sanctions, liabilities, allegations, complaints or petitions (including unknown claims) arising out of, relating to, or in connection with, directly or indirectly, the investigation, institution, prosecution, litigation, assertion, settlement or resolution of the *Murphy*, *Scarantino*, and *Glorioso* Actions, the Delaware Action or the Settled Claims, other than the actions any of the Plaintiffs have agreed to take pursuant to this Stipulation.

Application for Attorneys' Fees and Expenses

Defendants acknowledge that the Settlement has provided valuable consideration and benefits to the Class, and that Plaintiffs' counsel are entitled to reasonable attorneys' fees and expenses in connection with their role in obtaining these benefits for the Class. Plaintiffs' counsel reserve the right to seek an award of attorneys' fees and expenses in this Court in an aggregate amount not to exceed \$1,250,000 (the "Fee Application"), the amount of which shall be wholly inclusive of all fees, expenses, cost disbursements, and expert and consulting fees in the Action. Defendants reserve the right to oppose the Fee Application. The Parties agree to reasonably negotiate, in good faith, the amount of reasonable attorneys' fees and expenses to be paid to Plaintiffs' counsel. In the event that the Parties are able to reach such an agreement on the amount of reasonable attorneys' fees and expenses ("Agreed Amount"), Plaintiffs' counsel will seek an order from the Court awarding fees and expenses to Plaintiffs' counsel in an amount not to exceed the Agreed Amount, and Defendants and their counsel will not object to an application for an award of fees and expenses not exceeding the Agreed Amount. In the event that an Agreed Amount cannot be reached, Defendants reserve the right to oppose the amount requested in any Fee Application. Plaintiffs agree that they will make only one application for an award of attorneys' fees and expenses filed in connection with the Settlement of the Actions. The Parties otherwise reserve all of their rights concerning any such Fee Application. Final resolution by the Court of the Fee Application, whether or not in an Agreed Amount, shall not be a precondition to this Settlement or to the dismissal with prejudice of the Action, and the Fee Application or any fee award may be considered separately from the

proposed Settlement. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any award of attorneys' fees and expenses.

The Parties acknowledge and agree that any fees and expenses awarded by the Court in the Action to Plaintiffs' counsel shall be paid solely by Synergetics or its successor or its directors' and officers' liability insurer within ten (10) business days after entry by the Court of an order awarding Plaintiffs' counsel fees and expenses, subject to Plaintiffs' counsel's joint and several obligation to refund any overage within ten (10) business days of the entry of any order reversing or reducing the amount of any award of attorneys' fees and expenses. However, if the Settlement does not obtain Final Approval for any reason, Plaintiffs' counsel reserves the right to seek a mootness fee award from the Court, and Defendants reserve the right to oppose such a mootness fee application.

No fees or expenses shall be paid to Plaintiffs' counsel in connection with the Settlement pursuant to the terms set forth in paragraphs 16 and 17 of the Stipulation absent entry of a final order and judgment that contains a release of all Released Persons in substantially the form of paragraph 7 of the Stipulation.

WeissLaw LLP, in its sole discretion, shall determine the allocation among Plaintiffs' counsel of any attorneys' fees and expenses approved by the Court and paid by Defendants. Defendants shall have no responsibility for allocation or distribution of the fees and expenses award among Plaintiffs' counsel. Except as provided herein, the Released Persons shall bear no other expenses, costs, damages, or fees alleged or incurred by Plaintiffs, or by any of their attorneys, experts, advisors, agents or representatives.

Any failure of the Court to approve a request for attorneys' fees and expenses in whole or in part shall not affect the remainder of the Settlement.

Notice to Persons or Entities That Held Ownership on Behalf of Others

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of Synergetics during the period from and including September 1, 2015, through October 15, 2015, for the benefit of others are requested to promptly send this Notice to all of their respective beneficial owners.

To the extent necessary, within seven (7) calendar days of receipt of this Notice, any such brokerage firms, banks and/or other persons are directed to either: (a) request from the notice administrator listed below (the "Notice Administrator") sufficient copies of the Notice to forward to all such beneficial owners and, within seven (7) calendar days of receipt of the additional copies of the Notice, shall forward them to all such beneficial owners; or (b) provide a list of the names and addresses of such beneficial owners (preferably in electronic format (e.g., Excel, csv)) to the Notice Administrator. If you choose the first option, you may obtain from the Notice Administrator (without cost to you) as many additional copies of the Notice as you need to complete the mailings. If you choose the second option, the Notice Administrator will send a copy of the Notice to the beneficial owners whose names and addresses you supply. Requests may be made to the Notice Administrator by telephone, mail or e-mail:

Murphy v. Synergetics
c/o GCG
PO Box 10288
Dublin, OH 43017-5888
1-800-231-1815
info@gardencitygroup.com

Scope of this Notice and Additional Information

The foregoing description of the Settlement Hearing, the Actions, the terms of the proposed Settlement and other matters described herein do not purport to be comprehensive. Accordingly, members of the Class are referred to the documents filed with the Court in the Action. **PLEASE DO NOT WRITE OR CALL THE COURT.**

Inquiries or comments about the Settlement may be directed to the attention of Plaintiffs' Counsel as follows:

Robert D. Blitz
Christopher O. Bauman
BLITZ, BARDGETT & DEUTSCH, L.C.
120 South Central Avenue, Suite 1500
St. Louis, Missouri 63105

Dated: April 29, 2016