

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

----- X
PLUMBERS & PIPEFITTERS NATIONAL
PENSION FUND, and JUAN FRANCISCO NIEVES,
as Trustee of the Gonzalez Coronado Trust,
Individually and on Behalf of All Others Similarly
Situated,
Plaintiff,

Case No.: 1:16-cv-3591-GHW

vs.

KEVIN DAVIS and AMIR ROSENTHAL,
Defendants.
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**NOTICE OF PENDENCY OF CLASS ACTION
AND PROPOSED SETTLEMENT**

***IF YOU PURCHASED THE COMMON STOCK OF PERFORMANCE SPORTS GROUP LTD. BETWEEN
JANUARY 15, 2015 AND OCTOBER 28, 2016, INCLUSIVE (SO LONG AS YOU ALSO PURCHASED AT
LEAST ONE SHARE FROM JANUARY 15, 2015 THROUGH MARCH 14, 2016, INCLUSIVE), YOU
COULD RECEIVE A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT.***

This Notice explains important rights you may have, including your possible receipt of cash from a proposed Settlement. **Your legal rights will be affected whether or not you act.** A Federal Court authorized this Notice.

This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY!

1. **Securities and Class Period:** Performance Sports Group Ltd. (“PSG” or the “Company”) common stock purchased on a U.S. stock exchange between January 15, 2015 and October 28, 2016, inclusive (the “Class Period”).

2. **Description of the Action and the Settlement Class:** The proposed Settlement resolves class action litigation over whether Kevin Davis and Amir Rosenthal (“Defendants”), former executives of PSG, allegedly made or were otherwise liable for allegedly material misrepresentations and omissions contained in certain statements to investors during the Class Period. Defendants denied the allegations and asserted a number of defenses to the claims asserted in the case. The United Association National Pension Fund, f/k/a Plumbers and Pipefitters National Pension Fund, previously designated by the Court as “Lead Plaintiff” in the Action, has been preliminarily appointed by the Court to represent all Settlement Class Members as the “Class Representative” for the case. Lead Plaintiff’s counsel, Cohen Milstein Sellers & Toll PLLC (“Cohen Milstein”), previously appointed by the Court to serve as “Lead Counsel,” has been preliminarily appointed by the Court to serve as “Class Counsel.” The Court has preliminarily certified the “Settlement Class” to consist of:

All persons and entities that purchased or acquired the common stock of Performance Sports Group Ltd. (“PSG” or the “Company”) on a U.S. stock exchange from January 15, 2015 through October 28, 2016, inclusive (the “Class Period”), so long as they also purchased at least one share of PSG common stock on a U.S. stock exchange from January 15, 2015 through March 14, 2016, inclusive, and were damaged thereby. Excluded from the Settlement Class are Defendants; the officers and directors of the Company during the Class Period; members of their immediate families; their legal representatives, heirs, successors or assigns; and any entity in which Defendants or PSG have or had a controlling interest. Also excluded from the Settlement Class are any putative Settlement Class Members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in this Notice of Pendency of Class Action and Proposed Settlement (“Notice”).

3. **Statement of Settlement Class's Recovery:** Subject to Court approval, and as described more fully in ¶¶ 18-20 below, Lead Plaintiff, on behalf of itself and the Settlement Class, has agreed to settle all Released Claims against the Defendants and the Defendants' Releasees in exchange for a settlement payment by Defendants' insurers (the "Insurance Carriers") of \$13,000,000 in cash (the "Settlement Amount") to be deposited into an interest-bearing escrow account (the "Settlement Fund") and certain other terms. The Settlement Fund less all Taxes, Notice and Administration Costs, and attorneys' fees and Litigation Expenses that may be awarded by the Court to Lead Counsel and Lead Plaintiff (the "Net Settlement Fund") will be distributed to members of the Settlement Class in accordance with a plan of allocation (the "Plan of Allocation") that is subject to approval by the Court. The proposed Plan of Allocation is included in this Notice, and may be modified by the Court without further notice.

4. **Statement of Estimated Average Amount of Recovery:** Your recovery will depend on the number of shares of PSG common stock that you purchased during the Class Period, the price(s) at which those shares were purchased, the timing of your purchases, and any sales. Depending on the number of eligible shares of common stock that participate in the Settlement, and when and at what price that common stock was purchased and sold, the estimated average recovery per share of PSG common stock will be approximately \$0.34 before deduction from the Settlement Fund of Court-approved fees and expenses and any other awards or payments.¹

5. **Statement of the Parties' Position on Damages:** Defendants deny all claims of wrongdoing and deny that they are liable to Lead Plaintiff and/or the Settlement Class or that Lead Plaintiff or other members of the Settlement Class suffered any injury. Moreover, the parties do not agree on the amount of damages that might be recoverable if liability could be proven. The issues on which the parties disagree include, but are not limited to: (1) whether the statements made or facts allegedly omitted were material, false or misleading for all the reasons alleged by Lead Plaintiff; (2) whether Defendants are otherwise liable under the securities laws for those statements or omissions; and (3) whether all or part of the damages allegedly suffered by Lead Plaintiff or members of the Settlement Class were caused by the alleged misstatements or omissions.

6. **Statement of Attorneys' Fees and Expenses Sought:** Lead Counsel has litigated this case on a contingent basis. They have conducted this litigation and advanced the expenses of litigation with the expectation that if they were successful in recovering money for the Settlement Class, they would receive fees and be reimbursed for their expenses from the Settlement Fund. This is customary in this type of litigation. Prior to final distribution of the Net Settlement Fund, Lead Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 28% of the Settlement Fund (or \$3,640,000), plus interest earned at the same rate and for the same period as earned by the Settlement Fund. In addition, Lead Counsel also will apply for the reimbursement of Litigation Expenses paid or incurred in connection with the prosecution and resolution of the Action in an amount not to exceed \$900,000 plus interest earned at the same rate and for the same period as earned by the Settlement Fund. If the Court approves Lead Counsel's fee and expense application, the estimated average cost per share of common stock is \$0.12.²

¹ This estimated average recovery per share does not include allocation of (1) the \$1,150,000 (less reimbursement of expenses of PSG's Bankruptcy Trustee) in proceeds from the settlement previously approved by the Bankruptcy Court on behalf of the Bankruptcy Settlement Class as described in ¶¶ 16-17, *infra*; and (2) the Bankruptcy Settlement Class's 40% interest in proceeds from certain litigation claims subsequently recovered by PSG's Bankruptcy Trustee should any remain after deduction of the Bankruptcy Settlement Class's *pro rata* share of the Trustee's fees, costs, and expenses, which has not yet been finally determined (together, the "Bankruptcy Settlement Fund," and together with the Settlement Fund, the "Settlement Funds"). Lead Counsel has been advised by counsel to the PSG Bankruptcy Trustee that those fees, costs, and expenses will likely exceed the Bankruptcy Settlement Class's \$170,000 recovery (40% of \$425,000) but a final accounting has not yet been provided. Net of expenses, the Bankruptcy Settlement Fund is the "Bankruptcy Net Settlement Fund" (together with the Net Settlement Fund, the "Net Settlement Funds"). The Bankruptcy Net Settlement Fund will be distributed *pro rata* to Settlement Class Members who purchased shares of PSG common stock between January 15, 2015 and March 14, 2016, inclusive, as described in the Plan of Allocation *infra* at ¶ 24, *et seq.*

² This estimated average cost per share relates solely to the Settlement Fund and not the Bankruptcy Settlement Fund. Lead Counsel will also apply to the Court for an award of attorneys' fees from the Bankruptcy Settlement Fund in an amount not to exceed 28% of the \$1,150,000 in proceeds from the settlement previously approved by the Bankruptcy Court (or \$322,000), plus interest earned at the same rate and for the same period as earned by the Bankruptcy Settlement Fund.

7. **Identification of Attorneys' Representatives:** Lead Plaintiff and the Settlement Class are being represented by Cohen Milstein. Any questions regarding the Settlement should be directed to Carol V. Gilden, Esq., 190 S. LaSalle St., Suite 1705, Chicago, IL 60603, (312) 357-0370, cgilden@cohenmilstein.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
REMAIN A MEMBER OF THE SETTLEMENT CLASS AND FILE A PROOF OF CLAIM FORM.	This is the only way to receive a payment. If you wish to obtain a payment as a member of the Settlement Class, you will need to file a proof of claim form (the "Proof of Claim Form"), which is included with this Notice, must either be postmarked no later than November 14, 2022 or submitted online at www.psgsecuritieslitigation.com no later than 11:59 p.m. EST on November 14, 2022.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 28, 2022.	If you exclude yourself from the Settlement Class, you will receive no payment pursuant to this Settlement. You may be able to seek recovery against the Defendants or other Defendants' Releasees through other litigation at your own expense.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 28, 2022.	Write to the Court and explain why you do not like the Settlement, the requested Judgment to approve the Settlement; the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses. You cannot object to the Settlement unless you are a member of the Settlement Class and do not validly exclude yourself.
GO TO THE HEARING ON NOVEMBER 18, 2022 AT 3:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 28, 2022.	You may attend the hearing to speak in Court about the fairness of the Settlement, the requested Judgment to approve the Settlement, the proposed Plan of Allocation, or Lead Counsel's request for attorneys' fees and reimbursement of Litigation Expenses. You cannot object to the Settlement unless you are a member of the Settlement Class and do not validly exclude yourself.
DO NOTHING	Receive no payment, remain a Settlement Class Member, give up your rights to seek recovery against the Defendants and the other Defendants' Releasees through other litigation and be bound by the Judgment entered by the Court if it approves the Settlement, including the release of the Released Claims.

WHAT THIS NOTICE CONTAINS

Why did I get this Notice?	Page 4
What is this case about? What has happened so far?	Page 5
What are the Lead Plaintiff's reasons for the Settlement?	Page 6
What might happen if there were no Settlement?	Page 6
How do I know if I am affected by the Settlement?	Page 7
How much will my payment be? When will I receive it?	Page 7
What rights am I giving up by agreeing to the Settlement?	Page 14
What payment are the attorneys for the Settlement Class seeking?	
How will the lawyers be paid?	Page 16
How do I participate in the Settlement? What do I need to do?	Page 17
What if I do not want to be part of the Settlement? How do I exclude myself?	Page 17
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?	Page 18
What if I bought shares on someone else's behalf?	Page 19
Can I see the court file? Who should I contact if I have questions?	Page 20

WHY DID I GET THIS NOTICE?

8. This Notice is being sent to you pursuant to an order of the United States District Court for the Southern District of New York (the "Court") because you or someone on whose behalf you are acting may have purchased PSG common stock as described above. The Court has directed us to send you this Notice because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement of this case. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights.

9. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the class is certified, the court's resolution of all issues, whether or not favorable, is binding on the class, except for any persons who choose to exclude themselves from the class. (For more information on excluding yourself from the Settlement Class, please read "What if I do not want to be part of the Settlement? How do I exclude myself?" located below.) In the Action, the Court has directed that Lead Plaintiff and Lead Counsel have primary responsibility for prosecuting all claims against Defendants on behalf of investors who purchased PSG common stock during the Class Period.

10. The Court in charge of this case is the United States District Court for the Southern District of New York, and the case is known as *Plumbers & Pipefitters National Pension Fund, et al. v. Kevin Davis and Amir Rosenthal*, No. 1:16-cv-3591-GHW (S.D.N.Y.) (the "Action"). The Judge presiding over this case is the Honorable Gregory H. Woods, United States District Judge. The person who is suing is called the plaintiff, and those who are being sued are called defendants. In this case, the Lead Plaintiff is the United Association National Pension Fund, f/k/a the Plumbers and Pipefitters National Pension Fund, and the Defendants are Kevin Davis and Amir Rosenthal, former executives of PSG. The proposed Settlement is with both of the foregoing Defendants, for the benefit of themselves and Defendants' Releasees.

11. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a proposed class action, how you might be affected, how to object, if you wish, to the proposed Settlement and/or the other matters to be considered by the Court at the Final Approval Hearing (identified below), and how to exclude yourself from the proposed Settlement and the Settlement Class if you wish to do so. It also is being sent 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 proposed Settlement and the other matters identified below (the "Final Approval Hearing").

12. The Final Approval Hearing will be held on November 18, 2022 at 3:30 p.m., before the Honorable Gregory H. Woods at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., Courtroom 12C, New York, New York 10007, to determine:

- (i) whether the proposed settlement of the Action on the terms and conditions provided for in the Stipulation and Agreement of Settlement between the Settling Parties, dated December 1, 2021 (the “Stipulation” and the “Settlement,” respectively), is fair, reasonable, adequate and in the best interests of the Settlement Class and should be approved by the Court;
- (ii) whether a judgment should be entered, as proposed in the Stipulation, which, among other things, would dismiss the Action against Defendants with prejudice and release, on behalf of the Settlement Class, the Released Claims against Defendants’ Releasees (the “Judgment”);
- (iii) whether, for purposes of the Settlement, the Settlement Class should be finally certified; whether Lead Plaintiff should be finally appointed as Class Representative for the Settlement Class; and whether Lead Counsel should be finally appointed as Class Counsel for the Settlement Class;
- (iv) whether the proposed Plan of Allocation is reasonable and should be approved by the Court; and
- (v) whether Lead Counsel’s request for an award of attorneys’ fees and reimbursement of Litigation Expenses should be approved by the Court.

13. This Notice does not express 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. Any distribution will not be paid until after the completion of all claims processing. Please be patient.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

14. The Third Amended Complaint (“TAC”) in this Action asserts, among other things, that in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”), Defendants allegedly misled investors by making allegedly materially false and misleading statements during the Class Period that did not disclose certain known negative trends that were likely to have a materially negative impact on PSG’s future sales. In particular, the TAC alleges that Defendants allegedly knowingly or recklessly misrepresented the nature of PSG’s quarter-over-quarter growth, or otherwise failed to disclose that growth was the result of alleged high-pressure sales tactics that, Lead Plaintiff contended, resulted in excess inventory levels at PSG’s key retailers, and that when the market learned the truth about these practices, the price of PSG’s common stock declined and investors were harmed. Defendants denied these allegations and asserted a number of defenses to the claims asserted in the TAC.

15. On April 14, 2020, the Court issued an order denying Defendants’ motions to dismiss the TAC in substantial part. Lead Plaintiff and Defendants have engaged in substantial fact discovery, including the production and review of more than 20.4 million pages of documents obtained from PSG’s bankruptcy estate and non-parties. Lead Plaintiff and Defendants (the “Settling Parties”) participated in two rounds of formal mediation with a well-respected and highly experienced mediator, Robert A. Meyer, Esq., on September 8, 2020 and on September 10, 2021, when the Settling Parties reached an agreement in principle to settle the Action for \$13,000,000.

16. Additionally, on October 31, 2016, PSG and seventeen of its affiliates (collectively with PSG, the “Debtors”) filed voluntary chapter 11 bankruptcy petitions in the U.S. Bankruptcy Court for the District of Delaware. As a result, the Action was automatically stayed against PSG and any claims asserted against PSG had to be pursued in the Bankruptcy Court. On February 6, 2017, Lead Plaintiff timely filed two proofs of claim in the Bankruptcy Court; one in Lead Plaintiff’s individual capacity and the other a class proof of claim on behalf of itself and all members of the class defined in Lead Plaintiff’s Second Amended Complaint (ECF No. 86), the operative complaint as of that date, *i.e.*, persons and entities who purchased or acquired PSG common stock on the New York Stock Exchange from January 15, 2015 through March 14, 2016, inclusive (the “Bankruptcy Settlement Class”). Ultimately, Lead Plaintiff, the Debtors, and the statutory committee of the Debtors’ then-current equity security holders (the “Equity Committee”) agreed to settle all issues related to the two proofs of claim (the “Bankruptcy Settlement”).

17. By order entered November 1, 2017, the Bankruptcy Court approved a stipulation among Lead Plaintiff, the Debtors, and the Equity Committee memorializing the Bankruptcy Settlement, to be implemented

through the Debtors' chapter 11 plan of liquidation. *See In re Old BPSUSH Inc., et al.*, Case No. 16-12373 (KJC) (Bankr. D. Del.), ECF No. 1466 and Annex 1 thereto (the "Bankruptcy Settlement Stipulation"). Pursuant to the Bankruptcy Settlement Stipulation, Lead Plaintiff received a substantial production of PSG's documents relevant to the Action, totaling over 20.4 million pages. The Bankruptcy Settlement Stipulation also provided for (a) a cash payment of \$1,150,000, net of certain expenses, from PSG to Lead Plaintiff and the Bankruptcy Settlement Class; and (b) 40% of any proceeds from certain litigation claims subsequently recovered by PSG's Bankruptcy Trustee, after deduction of the Bankruptcy Settlement Class's *pro rata* share of the Trustee's fees, costs, and expenses (together, the "Bankruptcy Settlement Fund"). The Trustee's total recovery from these litigation claims without consideration of such fees, costs, and expenses was \$425,000, \$170,000 of which would be available subject to the aforementioned reduction, which has not yet been finally determined. Pursuant to the Bankruptcy Settlement Stipulation and the order of the Bankruptcy Court approving it, the Bankruptcy Settlement Fund will be distributed utilizing the Plan of Allocation, detailed below.

WHAT ARE THE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?

18. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit and that the evidence developed in discovery in the Action confirms that the claims are meritorious. Lead Plaintiff and Lead Counsel also recognize that, to the best of their knowledge, no governmental or regulatory authority (including any authority that may have investigated any of the matters addressed by the TAC) has made any findings of wrongdoing with respect to Defendants. Moreover, Defendants have continued to vigorously deny the allegations in the TAC. For these and other reasons, Lead Plaintiff and Lead Counsel recognize that there are significant risks with respect to proving liability and damages in addition to the expense and length of continued proceedings necessary to pursue their claims against Defendants through continued discovery, trial and appeals. Lead Plaintiff and Lead Counsel have, accordingly, considered the uncertain outcome of trial and any appeals following a trial in complex lawsuits like this one.

19. In light of the risks and expense of continued litigation, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Lead Counsel also believe that the Settlement provides a substantial benefit now, namely payment by the Insurance Carriers, on behalf of Defendants and Defendants' Releasees (as described below), of \$13,000,000 in cash, as compared to the risk that the claims would produce a similar, smaller, or no recovery after summary judgment, trial and appeals, possibly years in the future.

20. Defendants are entering into the Settlement in consultation with their insurers and solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Defendants have denied and continue to deny each and all of the claims alleged by Lead Plaintiff in the Action and expressly deny that Lead Plaintiff has asserted any valid claims as to them or any of Defendants' Releasees. Defendants continue to deny all charges of wrongdoing or liability against them arising out of any and all of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action, are prepared (in the absence of a settlement) to vigorously contest Lead Plaintiff's claims, and maintain that the nonexistence of any findings of wrongdoing against them by any governmental or regulatory authorities (including by any authorities that may have investigated any of the matters addressed by the TAC) and the evidence developed in discovery in the Action confirm that Lead Plaintiff's claims are without merit. Defendants have, however, taken into account the uncertainty and risks inherent in any litigation, especially in a complex case such as this. Defendants have concluded that further conduct of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

21. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its claims against Defendants, neither Lead Plaintiff nor members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, the Settlement Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all. On the other hand, it is possible that if Lead Plaintiff pursued its claims, the Settlement Class could obtain more than the Settlement Amount.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

22. If you are a member of the Settlement Class, you are subject to the Settlement unless you timely request to be excluded. The Settlement Class consists of: all persons and entities that purchased or acquired the common stock of PSG on a U.S. stock exchange from January 15, 2015 through October 28, 2016, inclusive, so long as they also purchased at least one share of PSG common stock on a U.S. stock exchange from January 15, 2015 through March 14, 2016, inclusive, and were damaged thereby. Excluded from the Settlement Class are Defendants; the officers and directors of the Company during the Class Period; members of their immediate families; their legal representatives, heirs, successors or assigns; and any entity in which Defendants or PSG have or had a controlling interest. Also excluded from the Settlement Class are any putative Settlement Class Members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in this Notice.

23. RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU ARE ELIGIBLE TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MUST EITHER SUBMIT THE ENCLOSED PROOF OF CLAIM FORM POSTMARKED NO LATER THAN NOVEMBER 14, 2022 TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS IN PARAGRAPH 57 BELOW OR SUBMIT IT ONLINE AT WWW.PSGSECURITIESLITIGATION.COM NO LATER THAN 11:59 P.M. EST ON NOVEMBER 14, 2022.

HOW MUCH WILL MY PAYMENT BE? WHEN WILL I RECEIVE IT?

I. PROPOSED PLAN OF ALLOCATION: GENERAL PROVISIONS

24. The Insurance Carriers, on behalf of Defendants and Defendants' Releasees, have agreed to pay the Settlement Amount in cash no later than twenty-one (21) calendar days of the date of entry of an order preliminarily approving the Settlement, or of Lead Counsel's transmission to Defendants' Counsel of wire and other payment instructions, whichever is later. At this time, it is not possible to make any determination as to how much individual Settlement Class Members may receive from the Settlement.

25. For purposes of this Plan of Allocation, the "District Court Settlement Class" is limited to all persons and entities that purchased or acquired PSG common stock on a U.S. stock exchange from January 15, 2015 through October 28, 2016, inclusive (the "District Court Class Period"), so long as they also purchased at least one share of PSG common stock on a U.S. stock exchange from January 15, 2015 through March 14, 2016, inclusive. Therefore, a claimant whose Proof of Claim Form does not include a documented purchase of PSG common stock made from January 15, 2015 through March 14, 2016 on a U.S. stock exchange will have its District Court Recognized Loss (defined below) set to zero. The "Settlement" otherwise described in this Notice is referred to for purposes of this Plan of Allocation as the "District Court Settlement."

26. For purposes of this Plan of Allocation, the "Bankruptcy Settlement Class" is limited to all persons and entities that purchased or acquired PSG common stock on a U.S. stock exchange from January 15, 2015 through March 14, 2016, inclusive (the "Bankruptcy Class Period"). The settlement approved by the Bankruptcy Court is referred to for purposes of this Plan of Allocation as the "Bankruptcy Settlement." The Bankruptcy Settlement and the District Court Settlement are referred to as the "Settlements."

27. The Net Settlement Funds (consisting of the Net Settlement Fund in the District Court case and the Bankruptcy Net Settlement Fund, *see* footnote 1, *supra*) shall be distributed based on the acceptable Proof of Claim Forms submitted by Settlement Class Members. The Net Settlement Funds will be distributed to "Authorized Claimants," who are those Settlement Class Members who timely submit acceptable Proof of Claim Forms which are accepted for recovery under the Plan of Allocation described below, or as otherwise ordered by the Court.

28. Your share of the Net Settlement Funds will depend on the number of shares for which Settlement Class Members submit Proof of Claim Forms to the Claims Administrator, relative to the Net Settlement Funds; how many shares you purchased and when you purchased them; whether you held or sold those shares; the date on which you sold those shares; and the price at which you sold them, among other factors. At this time, it is not

possible to determine how much individual Settlement Class Members who are determined to be Authorized Claimants may receive from the Settlements.

29. A payment to any Authorized Claimant that would amount to less than \$10.00 in total will not be included in the allocation of the Net Settlement Funds, and no payment to those Settlement Class Members will be made.

30. For each respective Class Period purchase/acquisition of PSG common stock made on a U.S. stock exchange by an Authorized Claimant, a Recognized Loss in the District Court case (“District Court Recognized Loss”) and in the Bankruptcy Court case (“Bankruptcy Recognized Loss”) will be calculated. The calculation of a respective Recognized Loss, as described below, is not intended to be an estimate of, nor does it indicate, the amount that a Settlement Class Member might have been able to recover after a trial. Nor is the calculation of a respective Recognized Loss pursuant to the Plan of Allocation an estimate of the amount that will be paid to an Authorized Claimant pursuant to the Settlements, which depends on the total respective Recognized Losses of all Authorized Claimants. The Recognized Loss formulas provide the basis for proportionately allocating the Net Settlement Funds to Authorized Claimants. That computation is only a method to weigh Settlement Class Members’ claims against one another. Each Authorized Claimant will receive a *pro rata* share of the Net Settlement Funds based on his, her or its Claim.

31. In this case, Lead Plaintiff alleges that Defendants made false and misleading statements and omitted material information that inflated the price of PSG common stock during the District Court Class Period and the Bankruptcy Class Period. For the District Court Class Period, it is alleged that there was corrective information released to the market that impacted the market price of PSG common stock in a statistically significant manner and removed the alleged artificial inflation from the stock price on the following dates: January 11, 2016, March 8, 2016, March 14, 2016, March 15, 2016, March 28, 2016, April 15, 2016, June 9, 2016, August 15, 2016, August 17, 2016, September 6, 2016, and November 1, 2016. For the Bankruptcy Class Period, it is alleged that there was corrective information released to the market that impacted the market price of PSG common stock in a statistically significant manner and removed the alleged artificial inflation from the stock price on the following dates: January 11, 2016, March 8, 2016, March 14, 2016, and March 15, 2016. Accordingly, in order to have a compensable loss for each respective Class Period, shares of PSG common stock must have been purchased/acquired during the respective Class Period and held through at least one of the respective corrective disclosures listed above.

II. PROPOSED PLAN OF ALLOCATION: CALCULATION DETAILS

32. For purposes of the District Court Settlement, a District Court Recognized Loss shall be calculated as follows:

- 1) A District Court Recognized Loss will be calculated for each District Court Class Period purchase or acquisition of publicly-traded PSG common stock that is listed on the Proof of Claim Form and for which adequate documentation is provided. If a District Court Recognized Loss calculates to a negative number or zero under the applicable formula below, that number will be zero.
- 2) For each share of publicly-traded PSG common stock purchased or acquired on a U.S. stock exchange during the District Court Class Period of January 15, 2015 through October 28, 2016, and:
 - (i) sold before 10:00 a.m. ET on January 11, 2016, the District Court Recognized Loss will be \$0.00.³
 - (ii) sold from January 11, 2016 at or after 10:00 a.m. ET through the close of trading on October 28, 2016, the District Court Recognized Loss will be **the lesser of:** (a) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A **minus** the amount of artificial inflation per share on the date of sale as stated in Table A;

³ For purposes of this Plan of Allocation, the Claims Administrator will assume that any shares of PSG common stock purchased/acquired or sold on January 11, 2016 at a price less than \$8.06 per share occurred after the corrective information was released to the market at 10:00 a.m. ET on January 11, 2016, and any shares of PSG common stock purchased/acquired or sold on January 11, 2016 at a price equal to or greater than \$8.06 per share occurred prior to the release of the corrective information at 10:00 a.m. ET on January 11, 2016.

- or (b) the purchase/acquisition price per share (excluding taxes, commissions, and fees) minus the sale price per share (excluding taxes, commissions, and fees).
- (iii) sold from November 1, 2016 through the close of trading on January 27, 2017, the District Court Recognized Loss will be **the least of**: (a) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A; (b) the purchase/acquisition price per share minus the average closing price between November 1, 2016 and the date of sale as stated in Table B below; or (c) the purchase/acquisition price per share (excluding taxes, commissions, and fees) minus the sale price per share (excluding taxes, commissions, and fees).
- (iv) held as of the close of trading on January 27, 2017, the District Court Recognized Loss will be **the lesser of**: (a) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A; or (b) the purchase/acquisition price minus \$1.57, the average closing price between November 1, 2016 and January 27, 2017, as stated in Table B below.⁴

33. For purposes of the Bankruptcy Settlement, a Bankruptcy Recognized Loss shall be calculated as follows:

- 1) A Bankruptcy Recognized Loss will be calculated for each Bankruptcy Class Period purchase or acquisition of publicly-traded PSG common stock that is listed on the Proof of Claim Form and for which adequate documentation is provided. If a Bankruptcy Recognized Loss calculates to a negative number or zero under the applicable formula below, that number will be zero.
- 2) For each share of publicly-traded PSG common stock purchased or acquired on a U.S. stock exchange during the Bankruptcy Class Period of January 15, 2015 through March 14, 2016, inclusive, and:
 - (i) sold before 10:00 a.m. ET on January 11, 2016, the Bankruptcy Recognized Loss will be \$0.00.⁵
 - (ii) sold from January 11, 2016 at or after 10:00 a.m. ET through the close of trading on March 14, 2016, the Bankruptcy Recognized Loss will be **the lesser of**: (a) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table C minus the amount of artificial inflation per share on the date of sale as stated in Table C; or (b) the purchase/acquisition price per share (excluding taxes, commissions, and fees) minus the sale price per share (excluding taxes, commissions, and fees).
 - (iii) sold from March 15, 2016 through the close of trading on June 10, 2016, the Bankruptcy Recognized Loss will be **the least of**: (a) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table C; (b) the purchase/acquisition price per share minus the average closing price between March 15, 2016 and the date of sale as stated in Table D below; or (c) the purchase/acquisition price per share (excluding taxes, commissions, and fees) minus the sale price per share (excluding taxes, commissions, and fees).

⁴ Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the statute, District Court Recognized Losses are reduced to an appropriate extent by taking into account the closing prices of PSG common stock during the “District Court 90-day look-back period,” November 1, 2016 through and including January 27, 2017. The mean (average) closing price for PSG common stock during this 90-day look-back period was \$1.57.

⁵ For purposes of this Plan of Allocation, the Claims Administrator will assume that any shares of PSG common stock purchased/acquired or sold on January 11, 2016 at a price less than \$8.06 per share occurred after the corrective information was released to the market at 10:00 a.m. ET on January 11, 2016, and any shares of PSG common stock purchased/acquired or sold on January 11, 2016 at a price equal to or greater than \$8.06 per share occurred prior to the release of the corrective information at 10:00 a.m. ET on January 11, 2016.

- (iv) held as of the close of trading on June 10, 2016, the Bankruptcy Recognized Loss will be **the lesser of:** (a) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table C; or (b) the purchase/acquisition price *minus* \$3.39, the average closing price between March 15, 2016 and June 10, 2016, as stated in Table D below.⁶

34. All purchases and sales of PSG common stock during each respective Class Period shall be matched on a first-in, first-out (“FIFO”) basis. Sales of PSG common stock during each respective Class Period and the 90 days thereafter will be matched first against the first purchases of PSG common stock that have not already been matched to sales under FIFO, and then against subsequent purchases in chronological order, until the end of the Class Period. A purchase or sale of PSG common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

35. Any Recognized Loss on any portion of a purchase or acquisition that matches against (or “covers”) a “short sale” is zero. The District Court Recognized Loss or Bankruptcy Recognized Loss on a “short sale” that is not covered by a purchase or acquisition is also zero. In the event that a Claimant has an opening short position in PSG common stock at the start of either Class Period, the earliest Class Period purchases or acquisitions shall be matched against such an opening short position in accordance with the FIFO matching described above, and any portion of such purchases or acquisitions that cover such short sales will not be entitled to recovery. In the event that a Claimant newly establishes a short position during either Class Period, the earliest subsequent respective Class Period purchases or acquisitions shall be matched against such short position on a FIFO basis until such short position is closed and will not be entitled to a recovery.

36. Publicly-traded PSG common stock is the only security eligible for recovery under the Plan of Allocation. Option contracts to purchase or sell PSG common stock are not securities eligible to participate in the Settlement. With respect to PSG common stock purchased or sold through the exercise of an option, the purchase/sale date of such shares is the exercise date of the option and the purchase/sale price is the exercise price of the option.

37. The receipt or grant by gift, devise or inheritance of PSG common stock during each respective Class Period shall not be deemed to be a purchase of PSG common stock for purposes of the calculation of an Authorized Claimant’s Recognized Loss if the person from whom the PSG common stock was received did not themselves purchase the common stock during the Class Period, nor shall it be deemed an assignment of any claim relating to the purchase of such shares unless specifically provided in the instrument of gift or assignment.

38. If any funds remain in the Net Settlement Funds by reason of uncashed distributions or otherwise, then after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the respective Net Settlement Funds cash their distributions, any balance remaining in the Net Settlement Funds six (6) months after the initial distribution of such funds shall be redistributed to Settlement Class Members who have cashed their initial distributions in a manner consistent with the Plan of Allocation. The Claims Administrator shall, if feasible, continue to reallocate any further balance remaining in the Net Settlement Funds after the redistribution is completed among Settlement Class Members in the same manner and time frame as provided for above. If any portion of the Net Settlement Funds remains following the above-described distributions and is of such an amount that in the determination of the Claims Administrator, in consultation with Lead Counsel, it is not cost-effective or efficient to redistribute to Settlement Class Members, then such remaining funds, after payment of any further Notice and Administration Costs and Taxes, shall be donated to a nonsectarian charitable organization(s) certified as tax-exempt under United States Internal Revenue Code Section 501(c)(3), to be designated by Lead Counsel.

⁶ Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the statute, Bankruptcy Recognized Losses are reduced to an appropriate extent by taking into account the closing prices of PSG common stock during the “Bankruptcy 90-day look-back period,” March 15, 2016 through and including June 10, 2016. The mean (average) closing price for PSG common stock during this 90-day look-back period was \$3.39.

TABLE A

**Estimated Artificial Inflation with Respect to PSG Common Stock Transactions
During the District Court Class Period, January 15, 2015 through October 28, 2016**

Date Range	Artificial Inflation Per Share
January 15, 2015 – January 11, 2016 (prior to 10:00 a.m. ET)	\$11.92
January 11, 2016 (at or after 10:00 a.m. ET) – March 7, 2016	\$11.51
March 8, 2016 – March 13, 2016	\$5.92
March 14, 2016	\$5.65
March 15, 2016 – March 27, 2016	\$5.25
March 28, 2016 – April 14, 2016	\$5.02
April 15, 2016 – June 8, 2016	\$4.44
June 9, 2016 – August 14, 2016	\$4.11
August 15, 2016 – August 16, 2016	\$2.45
August 17, 2016 – September 5, 2016	\$2.17
September 6, 2016 – October 28, 2016	\$1.80

TABLE B

**PSG Common Stock Closing Price and Average Closing Price
November 1, 2016 - January 27, 2017**

Date	Closing Price	Average Closing Price Between November 1, 2016 and Date Shown	Date	Closing Price	Average Closing Price Between November 1, 2016 and Date Shown
11/1/2016	\$1.67	\$1.67	12/14/2016	\$1.74	\$1.68
11/2/2016	\$1.42	\$1.55	12/15/2016	\$1.74	\$1.68
11/3/2016	\$1.34	\$1.48	12/16/2016	\$1.76	\$1.68
11/4/2016	\$1.35	\$1.45	12/19/2016	\$1.64	\$1.68
11/7/2016	\$1.46	\$1.45	12/20/2016	\$1.53	\$1.68
11/8/2016	\$1.45	\$1.45	12/21/2016	\$1.55	\$1.67
11/9/2016	\$1.52	\$1.46	12/22/2016	\$1.55	\$1.67
11/10/2016	\$1.57	\$1.47	12/23/2016	\$1.56	\$1.67
11/11/2016	\$1.52	\$1.48	12/27/2016	\$1.55	\$1.66
11/14/2016	\$1.58	\$1.49	12/28/2016	\$1.55	\$1.66
11/15/2016	\$1.64	\$1.50	12/29/2016	\$1.54	\$1.66
11/16/2016	\$1.60	\$1.51	12/30/2016	\$1.49	\$1.65
11/17/2016	\$1.60	\$1.52	1/3/2017	\$1.55	\$1.65
11/18/2016	\$1.66	\$1.53	1/4/2017	\$1.59	\$1.65
11/21/2016	\$1.72	\$1.54	1/5/2017	\$1.60	\$1.65
11/22/2016	\$1.73	\$1.55	1/6/2017	\$1.57	\$1.65
11/23/2016	\$1.71	\$1.56	1/9/2017	\$1.56	\$1.65

Date	Closing Price	Average Closing Price Between November 1, 2016 and Date Shown	Date	Closing Price	Average Closing Price Between November 1, 2016 and Date Shown
11/25/2016	\$1.75	\$1.57	1/10/2017	\$1.50	\$1.64
11/28/2016	\$1.73	\$1.58	1/11/2017	\$1.50	\$1.64
11/29/2016	\$1.88	\$1.59	1/12/2017	\$1.50	\$1.64
11/30/2016	\$1.87	\$1.61	1/13/2017	\$1.43	\$1.63
12/1/2016	\$1.82	\$1.62	1/17/2017	\$1.30	\$1.63
12/2/2016	\$1.79	\$1.63	1/18/2017	\$1.19	\$1.62
12/5/2016	\$1.82	\$1.63	1/19/2017	\$1.35	\$1.61
12/6/2016	\$1.83	\$1.64	1/20/2017	\$1.35	\$1.61
12/7/2016	\$1.81	\$1.65	1/23/2017	\$1.43	\$1.61
12/8/2016	\$1.87	\$1.66	1/24/2017	\$1.35	\$1.60
12/9/2016	\$1.89	\$1.66	1/25/2017	\$1.38	\$1.60
12/12/2016	\$1.90	\$1.67	1/26/2017	\$0.69	\$1.58
12/13/2016	\$1.81	\$1.68	1/27/2017	\$0.75	\$1.57

TABLE C

Estimated Artificial Inflation with Respect to PSG Common Stock Transactions During the Bankruptcy Class Period, January 15, 2015 through March 14, 2016

Date Range	Artificial Inflation Per Share
January 15, 2015 – January 11, 2016 (prior to 10:00 a.m. ET)	\$6.67
January 11, 2016 (at or after 10:00 a.m. ET) – March 7, 2016	\$6.26
March 8, 2016 – March 13, 2016	\$0.67
March 14, 2016	\$0.39

TABLE D

PSG Common Stock Closing Price and Average Closing Price March 15, 2016 - June 10, 2016

Date	Closing Price	Average Closing Price Between March 15, 2016 and Date Shown	Date	Closing Price	Average Closing Price Between March 15, 2016 and Date Shown
3/15/2016	\$3.55	\$3.55	4/28/2016	\$3.52	\$3.37
3/16/2016	\$3.56	\$3.56	4/29/2016	\$3.71	\$3.38
3/17/2016	\$3.38	\$3.50	5/2/2016	\$3.67	\$3.39
3/18/2016	\$3.30	\$3.45	5/3/2016	\$3.76	\$3.40
3/21/2016	\$3.60	\$3.48	5/4/2016	\$3.66	\$3.41
3/22/2016	\$3.51	\$3.48	5/5/2016	\$3.50	\$3.41
3/23/2016	\$3.34	\$3.46	5/6/2016	\$3.45	\$3.41

Date	Closing Price	Average Closing Price Between March 15, 2016 and Date Shown	Date	Closing Price	Average Closing Price Between March 15, 2016 and Date Shown
3/24/2016	\$3.33	\$3.45	5/9/2016	\$3.56	\$3.42
3/28/2016	\$3.10	\$3.41	5/10/2016	\$3.53	\$3.42
3/29/2016	\$3.17	\$3.38	5/11/2016	\$3.51	\$3.42
3/30/2016	\$3.22	\$3.37	5/12/2016	\$3.47	\$3.42
3/31/2016	\$3.18	\$3.35	5/13/2016	\$3.52	\$3.43
4/1/2016	\$3.10	\$3.33	5/16/2016	\$3.41	\$3.43
4/4/2016	\$3.03	\$3.31	5/17/2016	\$3.30	\$3.42
4/5/2016	\$3.03	\$3.29	5/18/2016	\$3.19	\$3.42
4/6/2016	\$3.08	\$3.28	5/19/2016	\$3.19	\$3.41
4/7/2016	\$3.02	\$3.26	5/20/2016	\$3.24	\$3.41
4/8/2016	\$3.06	\$3.25	5/23/2016	\$3.27	\$3.41
4/11/2016	\$3.08	\$3.24	5/24/2016	\$3.17	\$3.40
4/12/2016	\$3.35	\$3.25	5/25/2016	\$3.33	\$3.40
4/13/2016	\$3.85	\$3.28	5/26/2016	\$3.27	\$3.40
4/14/2016	\$3.82	\$3.30	5/27/2016	\$3.26	\$3.39
4/15/2016	\$3.23	\$3.30	5/31/2016	\$3.25	\$3.39
4/18/2016	\$3.49	\$3.31	6/1/2016	\$3.27	\$3.39
4/19/2016	\$3.59	\$3.32	6/2/2016	\$3.32	\$3.39
4/20/2016	\$3.54	\$3.33	6/3/2016	\$3.42	\$3.39
4/21/2016	\$3.40	\$3.33	6/6/2016	\$3.47	\$3.39
4/22/2016	\$3.64	\$3.34	6/7/2016	\$3.50	\$3.39
4/25/2016	\$3.55	\$3.35	6/8/2016	\$3.49	\$3.39
4/26/2016	\$3.65	\$3.36	6/9/2016	\$3.17	\$3.39
4/27/2016	\$3.68	\$3.36	6/10/2016	\$3.15	\$3.39

III. DISTRIBUTION OF THE NET SETTLEMENT FUNDS

39. The sum of the District Court Recognized Losses will be used solely to calculate the relative amount of the Net Settlement Fund to be apportioned to each Authorized Claimant and does not reflect the actual amount an Authorized Claimant may expect to recover from the Net Settlement Fund. The combined District Court Recognized Losses of all Authorized Claimants may be greater than the Net Settlement Fund. If this is the case, each Authorized Claimant's District Court Recognized Claim shall be equal to his, her or its *pro rata* share of the Net Settlement Fund, which shall be his, her or its sum of District Court Recognized Losses divided by the total of all of the District Court Recognized Losses to be paid, multiplied by the total amount in the Net Settlement Fund.

40. The sum of the Bankruptcy Recognized Losses will be used solely to calculate the relative amount of the Bankruptcy Net Settlement Fund to be apportioned to each Authorized Claimant and does not reflect the actual amount an Authorized Claimant may expect to recover from the Bankruptcy Net Settlement Fund. The combined Bankruptcy Recognized Losses of all Authorized Claimants may be greater than the Bankruptcy Net Settlement Fund. If this is the case, each Authorized Claimant's Bankruptcy Recognized Claim shall be equal to his, her or its *pro rata* share of the Bankruptcy Net Settlement Fund, which shall be his, her or its sum of Bankruptcy

Recognized Losses divided by the total of all of the Bankruptcy Recognized Losses to be paid, multiplied by the total amount in the Bankruptcy Net Settlement Fund.

41. An Authorized Claimant's Recognized Claim is the sum of his, her, or its District Court Recognized Claim and Bankruptcy Recognized Claim, subject to the \$10.00 minimum payment requirement described in ¶ 29 above.

42. Payment pursuant to the Plan of Allocation shall be conclusive against all Authorized Claimants. No person shall have any claim based on distributions made substantially in accordance with the Settlements, the Plan of Allocation, or further order(s) of the Court against Lead Counsel, Lead Plaintiff, Settlement Class Members, the Claims Administrator, Defendants or Defendants' Releasees. All Settlement Class Members who fail to timely submit an acceptable Proof of Claim Form by the deadline set by the Court, or such other deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Settlements, but will in all other respects be subject to and bound by the terms of the Stipulation, including the release of the Released Claims against Defendants' Releasees provided for therein and in the Judgment.

43. The Net Settlement Funds will not be distributed until the Court has approved a Plan of Allocation in an order that has become final (that is, the time for any petition for rehearing, appeal or review, whether by *certiorari* or otherwise, has expired and no appeal has been taken or the order has been upheld on all possible appeals) and the Court has issued a Class Distribution Order that has also become final.

44. The Court's approval of the District Court Settlement is independent from its approval of the Plan of Allocation or issuance of any Class Distribution Order. Any determination by the Court or any appellate court with respect to the Plan of Allocation and/or Class Distribution Order will not affect the District Court Settlement, if approved.

45. Only Settlement Class Members who purchased PSG common stock during each respective Class Period, subject to the terms above, and were damaged as a result of such purchases will be eligible to share in the distribution of the Net Settlement Funds. Each person or entity wishing to participate in the distribution must timely submit a valid Proof of Claim Form establishing that they are Settlement Class Members, and include all required documentation, before the deadline set forth herein.

46. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Proof of Claim Form before the deadline shall be forever barred from receiving payments pursuant to the Settlements but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Settlements, including the terms of any judgments entered and releases given. This means that, if the District Court Settlement is approved, each Settlement Class Member will be bound by the release of claims (described in ¶¶ 50-55 below) regardless of whether such Settlement Class Member submits a Proof of Claim Form.

47. Persons and entities that are excluded from the District Court Settlement Class by definition or that timely and properly request to exclude themselves from the District Court Settlement Class (in the manner described below) will not be eligible to receive a distribution from the Net Settlement Fund and should not submit a Proof of Claim Form.

48. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Settlement Class Member.

49. The Plan of Allocation set forth herein is the proposed plan submitted by Lead Plaintiff and Lead Counsel for the Court's approval. The Court may approve this plan as proposed or may modify it without further notice to Settlement Class Members.

<p style="text-align: center;">WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?</p>

50. If the Settlement is approved, the Court will enter the Judgment. The Judgment will dismiss with prejudice the claims against Defendants in the Action and will provide that, upon the Effective Date of the Settlement, Lead Plaintiff and each Settlement Class Member, on behalf of themselves, their current and former agents, trusts, trustees, insurers, successors, predecessors, assigns, assignees, consultants, accountants, attorneys, family members and partners, and any entity in which Lead Plaintiff or any Settlement Class Member has a controlling interest, and each of their respective heirs, executors, administrators, legal representatives, successors, assigns, and other related persons or entities, and any other person claiming by, through or on behalf of them (each in his, her, or its individual capacity as such), shall be deemed by operation of law to (a) have released, waived, discharged and dismissed each and every of the Released Claims against Defendants' Releasees; (b) forever be

enjoined from commencing, instituting or prosecuting, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any or all of the Released Claims against any of Defendants' Releasees; and (c) forever be enjoined from instituting, continuing, maintaining or asserting, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any claims, breaches, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule, ordinance, administrative provision or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, against any person or entity who may claim any form of contribution or indemnity from any of Defendants' Releasees in respect of any Released Claim or any matter related thereto.

51. The Judgment will also provide that, upon the Effective Date of the Settlement, each of the Defendants, on behalf of themselves, their current and former agents, trusts, trustees, insurers, successors, predecessors, assigns, assignees, consultants, accountants, attorneys, family members and partners, and any entity in which any of the Defendants has a controlling interest, and each of their respective heirs, executors, administrators, legal representatives, successors, assigns, and other related persons or entities, and any other person claiming by, through or on behalf of them (each in his, her, or its individual capacity as such), shall be deemed by operation of law to (a) have released, waived, discharged and dismissed each and every of the Settled Defendants' Claims against Lead Plaintiff's Releasees; (b) forever be enjoined from commencing, instituting or prosecuting, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any or all of the Settled Defendants' Claims against any of Lead Plaintiff's Releasees; and (c) forever be enjoined from instituting, continuing, maintaining or asserting, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any claims, breaches, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule, ordinance, administrative provision or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, against any person or entity who may claim any form of contribution or indemnity from any of Lead Plaintiff's Releasees in respect of any Settled Defendants' Claim or any matter related thereto.

52. "Released Claims" means all express or implied claims, breaches, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule, ordinance, administrative provision or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Lead Plaintiff or any other member of the Settlement Class (a) asserted in the TAC (defined herein) filed on September 6, 2019, or (b) could have asserted in any forum that arise out of or relate in any way to: (i) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the TAC and (ii) the purchase, acquisition, or sale of PSG common stock. "Released Claims" includes Unknown Claims (as defined herein). Notwithstanding the foregoing, "Released Claims" does not include claims relating to the enforcement of the Settlement or its terms.

53. "Defendants' Releasees" means Defendants and their current and former agents, trusts, trustees, insurers, successors, predecessors, assigns, assignees, consultants, accountants, attorneys (including, without limitation, Defendants' Counsel and Paul, Weiss, Rifkind, Wharton & Garrison LLP, Winston & Strawn LLP, and Covington & Burling LLP), family members and partners, and any entity in which any Defendant has a controlling interest; and each of their respective heirs, executors, administrators, legal representatives, successors, assigns, and other related persons or entities.

54. "Settled Defendants' Claims" means all express or implied claims, breaches, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative or

foreign law, or any other law, rule, ordinance, administrative provision or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, relating to the institution, prosecution, or settlement of this Action. Notwithstanding the foregoing, “Settled Defendants’ Claims” does not include claims by Defendants or the Released Parties relating to the enforcement of the Settlement or its terms.

55. “Unknown Claims” means any and all Released Claims that Lead Plaintiff or any Settlement Class Member does not know or suspect to exist in their favor at the time of the release of the Defendants’ Releasees, and any of the Settled Defendants’ Claims which Defendants do not know or suspect to exist in their favor, which if known by them might have affected their decision(s) with respect to the Settlement. With respect to any and all Released Claims and Settled Defendants’ Claims, Lead Plaintiff and Defendants stipulate and agree that upon the Effective Date, Lead Plaintiff and Defendants shall each, for themselves and all persons claiming by, through, or on behalf of them, expressly waive, and each Settlement Class Member 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, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, 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.

Lead Plaintiff and each Settlement Class Member acknowledges, and shall be deemed by operation of law to have acknowledged, that they may hereafter discover facts in addition to, or different from, those facts that they know or believe to be true with respect to the subject matter of the Settlement, but it is their intention to release and settle fully, finally, and forever any and all of the Released Claims, subject to the terms and conditions provided in the Stipulation, and in furtherance of such intention, the releases set forth in ¶ 7 of the Stipulation shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. Lead Plaintiff and Defendants acknowledge, and Settlement Class Members and Defendants’ successors and assigns and any persons or entities claiming through or on behalf of Defendants shall, by operation of law, be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Settled Defendants’ Claims was separately bargained for and was a material element of this Settlement.

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

56. Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Settlement Class, nor has Lead Counsel been reimbursed for its out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel intends to apply to the Court for an award of attorneys’ fees from the Settlement Fund in an amount not to exceed 28% of the Settlement Fund (or \$3,640,000), plus interest at the same rate and for the same period as earned by the Settlement Fund.⁷ At the same time, Lead Counsel also intends to apply for the reimbursement of certain Litigation Expenses in an amount not to exceed \$900,000, plus interest at the same rate and for the same period as earned by the Settlement Fund. The sums that may be approved by the Court will be paid from the Settlement Fund. The Court’s approval of Lead Counsel’s application for an award of attorneys’ fees and Litigation expenses, in whole or part, and any determination by any appellate court with respect thereto, is a matter separate and apart from the Court’s consideration of the fairness, reasonableness and adequacy of the Settlement and will not affect the Settlement, if approved. Settlement Class Members are not personally liable for the payment of any sums awarded by the Court or any appellate court with respect to Lead Counsel’s application for attorneys’ fees and Litigation Expenses.

⁷ As noted above, Lead Counsel will also apply to the Court for an award of attorneys’ fees from the Bankruptcy Settlement Fund in an amount not to exceed 28% of the \$1,150,000 in proceeds from the settlement previously approved by the Bankruptcy Court (or \$322,000), plus interest earned at the same rate and for the same period as earned by the Bankruptcy Settlement Fund.

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

57. If you purchased PSG common stock as described above, and you are not excluded from the definition of the Settlement Class and you do not timely and properly request to exclude yourself from the Settlement Class in the manner provided in this Notice, then you are a member of the Settlement Class and you will be bound by the proposed Settlement if the Court approves it, and by any judgment or determination of the Court affecting the Settlement Class, including the Judgment and the releases therein. If you are a member of the Settlement Class, you must either submit a Proof of Claim Form and supporting documentation to establish your entitlement to share in the Settlement postmarked no later than November 14, 2022 to the Claims Administrator at Performance Sports Group Ltd. Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Ste. 205, Media, PA, 19063, or submit it electronically at www.psgsecuritieslitigation.com no later than 11:59 p.m. EST on November 14, 2022. A Proof of Claim Form is included with this Notice, or you may go to the website maintained by the Claims Administrator for the Settlement to request that a Proof of Claim Form be mailed to you. The website is www.psgsecuritieslitigation.com. You may also request a Proof of Claim Form by calling toll-free (866) 274-4004 or emailing info@strategicclaims.net. Copies of the Proof of Claim Form can also be downloaded from Lead Counsel's website at www.cohenmilstein.com. Those who timely and properly exclude themselves from the Settlement Class, and those who do not submit timely and valid Proof of Claim Forms with adequate supporting documentation, will not be eligible to share in the Net Settlement Fund.⁸ Please retain all records of your ownership of, or transactions in, PSG common stock during the Class Period, as they may be needed to document your claim. Do not submit original documentation with your Proof of Claim Form – submit copies only – because materials submitted will not be returned.

58. As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel unless you enter an appearance through counsel of your own choice 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 notice of appearance on the attorneys listed in the section below entitled, "When and where will the Court decide whether to approve the Settlement?"

59. If you do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section below entitled, "What if I do not want to be a part of the Settlement? How do I exclude myself?"

60. If you wish to object to the Settlement or any of its terms, the proposed Judgment, the proposed Plan of Allocation, or Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section below entitled, "When and where will the Court decide whether to approve the Settlement?"

WHAT IF I DO NOT WANT TO BE PART OF THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?

61. Each Settlement Class Member will be bound by all determinations and judgments, whether favorable or unfavorable, concerning the Settlement, if approved by the Court, unless such person or entity mails, by first-class mail (or its equivalent outside the U.S.), or otherwise delivers a written request for exclusion from the Settlement Class, addressed to Performance Sports Group Ltd. Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Ste. 205, Media, PA, 19063. The written request for exclusion must be received by no later than October 28, 2022. Each person's or entity's written request for exclusion must clearly provide their (i) name, (ii) address, (iii) telephone number, (iv) number of shares of PSG common stock purchased or sold, (v) prices or other consideration paid or received for such shares(s), (vi) the date of each purchase or sale transaction, and (vii) a statement that the Settlement Class Member wishes to be excluded from the Settlement Class in *Plumbers & Pipefitters National Pension Fund, et al. v. Kevin Davis and Amir Rosenthal*, No.: 1:16-cv-3591-GHW (S.D.N.Y.). Each written request for exclusion must be signed by the person or entity requesting to be excluded. Requests for

⁸ Failure to submit a valid Proof of Claim Form will also preclude a Settlement Class Member from sharing *pro rata* in the Bankruptcy Net Settlement Fund.

exclusion will not be valid if they do not include the information set forth above and are not received by the date stated above, unless the Court otherwise determines.

Please keep a copy of everything you send by mail, in case it is lost during mailing.

62. If a person or entity requests to be excluded from the Settlement Class, that person or entity will not receive any benefit provided for in the Settlement.

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?

63. **If you do not wish to object in person to the proposed Settlement, Judgment, Plan of Allocation and/or Lead Counsel’s application for an award of attorneys’ fees and Litigation Expenses, you do not need to attend the Final Approval Hearing. You can object to or participate in the Settlement without attending the Final Approval Hearing.**

64. The Final Approval Hearing will be held on November 18, 2022, at 3:30 p.m., before the Honorable Gregory H. Woods at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., Courtroom 12C, New York, New York 10007. The Court reserves the right to approve the Settlement, enter the Judgment, approve the Plan of Allocation or grant Lead Counsel’s request for attorneys’ fees and Litigation Expenses at or after the Final Approval Hearing without further notice to the members of the Settlement Class.

65. Any Settlement Class Member who does not timely and properly request exclusion from the Settlement Class in accordance with ¶ 61 above may object to the proposed Settlement, Judgment, Plan of Allocation, or Lead Counsel’s application for an award of attorneys’ fees and Litigation Expenses. Objections must be in writing. You must file any written objection with the Clerk’s Office at the United States District Court for the Southern District of New York at the address set forth below. You must also serve the written objection on Lead Counsel for the Class and counsel for the Defendants at the addresses set forth below. You must serve the written objection so that the Court and all counsel *receive* the objection on or before October 28, 2022.

<p>Clerk’s Office</p> <p>U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK 500 Pearl Street New York, NY 10007</p>	<p>Lead Counsel for the Class</p> <p>COHEN MILSTEIN SELLERS & TOLL PLLC Carol V. Gilden 190 S. LaSalle St. Suite 1705 Chicago, IL 60603</p>	<p>Counsel for Defendant Amir Rosenthal</p> <p>FRIEDMAN KAPLAN SEILER & ADELMAN LLP Edward A. Friedman Jason C. Rubinstein 7 Times Square, 28th Floor New York, NY 10036</p> <p>Counsel for Defendant Kevin Davis</p> <p>BAKER & HOSTETLER LLP David Aronoff 11601 Wilshire Boulevard Suite 1400 Los Angeles, CA 90025</p>
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66. Unless the Court orders otherwise, your written objection will be considered only if it includes all of the following information: (a) your full name, address, and phone number; (b) a list and documentation of all of your transactions in PSG common stock during the Class Period, such as brokerage confirmation receipts or other competent documentary evidence of such transactions, including the amount and date of each purchase or sale and the price paid and/or received (including all income received thereon); (c) a written statement of all grounds for the objection, accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; and (e) your signature, even if you are represented by counsel.

67. You may not object to the Settlement, or any aspect of it, if you are not a member of the Settlement Class or if you excluded yourself from the Settlement Class.

68. If you wish to be heard orally at the Final Approval Hearing in opposition to the proposed Settlement, Judgment, Plan of Allocation, or Lead Counsel's application for an award of attorneys' fees and Litigation Expenses, you must also include in your written objection (that must be filed and served in the manner and time period set forth above in ¶ 65) the following information: (a) a statement of your intention to appear at the Final Approval Hearing; (b) a list of all persons, if any, who will be called to testify in support of the objection and the subject of their expected testimony and the basis therefor; and (c) if you intend to appear at the Final Approval Hearing through counsel, a statement identifying all attorneys who will appear on your behalf.

69. You may file a written objection without having to appear at the Final Approval Hearing. You may not appear at the Final Approval Hearing to present your objection, however, unless you have first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

70. You are not required to hire an attorney to represent you in making written objections or in appearing at the Final Approval Hearing. If you decide to hire an attorney at your own expense, he or she must file a notice of appearance with the Court and serve it on Lead Counsel at the addresses set forth above in ¶ 65 so that the notice is received on or before October 28, 2022.

71. If you object to the proposed Settlement, Judgment, Plan of Allocation, or Lead Counsel's application for an award of attorneys' fees and Litigation Expenses, or otherwise request to be heard at the Final Approval Hearing in the manner stated above, you are submitting to the jurisdiction of the Court with respect to the subject matter of the Settlement, including, but not limited to, the release of the Released Claims as against Defendants' Releasees contained in the Judgment. If the Court overrules your objection and approves the Settlement or the part of the Settlement to which you have objected, you only will potentially share in the Net Settlement Fund if you timely and properly file a Proof of Claim Form in the manner stated in ¶ 57 above and the Claims Administrator approves your claim.

72. The Final Approval Hearing may be adjourned by the Court without further written notice to the Settlement Class. Any new date for the Final Approval Hearing will be posted on the settlement website at www.psgsecuritieslitigation.com. If you intend to attend the Final Approval Hearing, you should confirm the date and time with Lead Counsel.

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

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

73. If you purchased PSG common stock for the beneficial interest of a person or organization other than yourself, you must either (i) within fourteen (14) days after you receive the notice, request from the Claims Administrator sufficient copies of the Notice and Proof of Claim Form to forward to all such beneficial owners/purchasers, and within fourteen (14) days of receipt of the copies of the Notice and Proof of Claim Form forward them to all such beneficial owners/purchasers; (ii) within fourteen (14) days after you receive the notice, request from the Claims Administrator the link to the electronic version of the Notice and Proof of Claim Form, and within fourteen (14) days of receipt of the link, forward it to all such beneficial owners/purchasers for whom valid email addresses are available; or (iii) within fourteen (14) days after you receive the notice, provide a list of the names, addresses, and email addresses (to the extent that email addresses are available) of all such beneficial owners/purchasers (preferably in electronic format (*e.g.*, Excel, .csv)) to Performance Sports Group Ltd. Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Ste. 205, Media, PA, 19063, or by email to info@strategicclaims.net. If you choose the third option, the Claims Administrator will send a copy of the Notice and Proof of Claim Form to each beneficial owner/purchaser whose name, address, and email address you provide. Upon full compliance with these directions, nominees may seek reimbursement of their reasonable expenses *actually* incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought, up to a maximum of \$0.10, plus postage at the current pre-sort rate used by the Claims Administrator, for each Notice and Proof of Claim Form actually mailed; \$0.05 per link to the

electronic Notice and Proof of Claim Form emailed; or \$0.05 per name, address, and email address provided to the Claims Administrator. Copies of this Notice and Proof of Claim Form may also be obtained by calling the Claims Administrator at (866) 274-4004. Copies of this Notice and Proof of Claim Form may be downloaded from the settlement website, www.psgsecuritieslitigation.com, or from Lead Counsel’s website, www.cohenmilstein.com.

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

74. This Notice contains only a summary of the terms of the proposed Settlement. More detailed information about the matters involved in the Action is available at www.psgsecuritieslitigation.com, including, among other documents, copies of the Stipulation. All inquiries concerning this Notice should be directed to:

Performance Sports Group Ltd. Securities Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, PA 19063 Tel.: (866) 274-4004 Fax: (610) 565-7985 Email: info@strategicclaims.net	OR	COHEN MILSTEIN SELLERS & TOLL PLLC Carol V. Gilden 190 S. LaSalle St. Suite 1705 Chicago, IL 60603 (312) 357-0370 Email: cgilden@cohenmilstein.com <i>Lead Counsel</i>
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DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF COURT REGARDING THIS NOTICE.

Dated: July 14, 2022

By Order of the Court
 United States District Court
 for the Southern District of New York

**MUST BE
POSTMARKED
NO LATER THAN
NOVEMBER 14, 2022**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
Plumbers & Pipefitters National Pension Fund, et al.
v. Kevin Davis and Amir Rosenthal,
No.: 1:16-cv-3591-GHW

INSTRUCTIONS FOR COMPLETING PROOF OF CLAIM FORM

GENERAL RULES FOR RECOVERING

1. To recover as a Settlement Class Member based on your claims in the action entitled *Plumbers & Pipefitters National Pension Fund, et al. v. Kevin Davis and Amir Rosenthal*, No.: 1:16-cv-3591-GHW (the “Action”),¹ you must complete and, on page 27 hereof, sign this Proof of Claim Form. If you fail to timely and completely file a properly addressed (as set forth in paragraph 3 below) Proof of Claim Form, your Claim may be rejected and you may be precluded from any recovery from the Net Settlement Funds created in connection with the proposed Settlements.²

2. Submission of this Proof of Claim Form, however, does not assure that you will share in the proceeds of the Settlements. Your recovery, if any, will be calculated as described in the Plan of Allocation in the Notice of Pendency of Class Action and Proposed Settlement (“Notice”).

3. **YOU MUST COMPLETE AND SUBMIT THE ELECTRONIC VERSION OF THIS PROOF OF CLAIM FORM AVAILABLE AT WWW.PSGSECURITIESLITIGATION.COM NO LATER THAN 11:59 P.M. EST ON NOVEMBER 14, 2022 OR MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM FORM POSTMARKED ON OR BEFORE NOVEMBER 14, 2022, ADDRESSED AS FOLLOWS:**

Performance Sports Group Ltd. Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Fax: (610) 565-7985
info@strategicclaims.net

4. If you are NOT a Settlement Class Member (as defined in the Notice), DO NOT submit a Proof of Claim Form.

5. If you are a Settlement Class Member and you did not timely and validly request exclusion from the proposed Settlement Class (pursuant to the procedures set forth in the Notice), you will still be bound by the terms of the Settlement and proposed Judgment to be entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.**

IDENTIFICATION OF CLAIMANT

6. **THIS PROOF OF CLAIM FORM MUST BE SUBMITTED BY THE ACTUAL BENEFICIAL PURCHASER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S), OF THE PERFORMANCE SPORTS GROUP LTD. (“PSG”) COMMON STOCK UPON WHICH THESE CLAIMS ARE BASED.**

7. Use Part I of this form entitled “Claimant Identification” to identify each beneficial purchaser.

8. All joint purchasers must sign this Proof of Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this Proof of Claim Form on behalf of persons represented by them, and their authority must accompany this Claim and their titles or capacities must be stated. The last four digits of the Social Security (or taxpayer identification) number and telephone number of the beneficial purchaser(s) may

¹ This Proof of Claim Form incorporates by reference the definitions in the Stipulation and Agreement of Settlement, dated December 1, 2021 (the “Stipulation”), and all capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation or in the Notice of Pendency of Class Action and Proposed Settlement (the “Notice”). Copies of both documents can be obtained at www.psgsecuritieslitigation.com.

² This Proof of Claim Form will also serve as a basis for distributing the Bankruptcy Net Settlement Fund as outlined in the Plan of Allocation.

be used in verifying the Claim. Failure to provide the foregoing information could delay verification of your Claim or result in rejection of the Claim.

IDENTIFICATION OF TRANSACTION(S)

9. Use Part II of this form entitled “Schedule of Transactions in PSG Common Stock” to supply all required details of your holdings and transaction(s) in PSG common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

10. On the schedules, provide all of the requested information with respect to *all* of your purchases of PSG common stock which took place during the PERIOD BETWEEN January 15, 2015 and October 28, 2016, inclusive (the “Class Period”), as well as the 90-day period subsequent to the Class Period (*i.e.*, from November 1, 2016 through January 27, 2017, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your Claim.

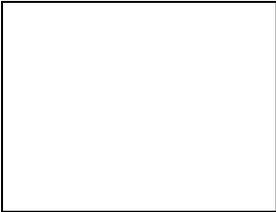
11. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

12. You should attach documentation verifying your holdings and transactions in PSG common stock, such as copies of broker confirmations and broker monthly statements. Failure to provide this documentation could delay verification of your Claim or result in rejection of your Claim.

PROOF OF CLAIM FORM

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
*Plumbers & Pipefitters National Pension
Fund, et al., v. Kevin Davis and Amir
Rosenthal,*
No.: 1:16-cv-3591-GHW

**MUST BE
POSTMARKED
NO LATER THAN
NOVEMBER 14, 2022**



PART I: CLAIMANT IDENTIFICATION

Claimant/Representative Contact Information:

The Claims Administrator will use the contact information for all correspondence relevant to this Claim (including the issuance of the distribution check, if the Claim is ultimately determined to be eligible for payment). If the contact information changes, then you must notify the Claims Administrator in writing at the address identified above.

Claimant's Name (as you would like it to appear on your check if eligible for payment)

Representative's Name (if different from the Claimant's Name(s) listed above)

Address Line 1 (Number and Street or P.O. Box)

Address Line 2 (if needed)

City State or Province Zip Code

Country name

Last four digits of Social Security Number (for individuals) or T.I.N. (for estates, trusts, corporations, etc.)

Telephone Number (Work) Telephone Number (Home)

Email



PART II: SCHEDULE OF TRANSACTIONS IN PSG COMMON STOCK

- A. Holdings at Start of Class Period: List all shares of PSG common stock held as of the opening of trading on January 15, 2015. Be sure to attach documentation verifying your holdings such as an account statement.

Quantity of Shares Held

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- B. Purchases: List all purchases of PSG common stock between January 15, 2015 and January 27, 2017, inclusive. Be sure to attach documentation verifying your transactions.

<u>Trade Date (List Chronologically) (Month/Day/Year)</u>	<u>Number of Shares</u>	<u>Price Per Share</u>	<u>Total Purchase Price (Excluding Commissions)</u>

If you require additional space to list your transactions, use photocopies of this page and check this box.

- C. Sales: List all sales of PSG common stock between January 15, 2015 and January 27, 2017, inclusive. Be sure to attach documentation verifying your transactions.

<u>Trade Date (List Chronologically) (Month/Day/Year)</u>	<u>Number of Shares</u>	<u>Price Per Share</u>	<u>Total Sales Proceeds (Excluding Commissions)</u>

If you require additional space to list your transactions, use photocopies of this page and check this box.

- D. Unsold Holdings: List the number of shares of PSG common stock held as of the close of trading on January 27, 2017. Be sure to attach documentation verifying your holdings such as a current account statement.

Quantity of Shares Held

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YOU MUST READ THE RELEASE AND YOUR SIGNATURE ON PAGE 27 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.

PART III: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (WE) SUBMIT THIS PROOF OF CLAIM FORM UNDER THE TERMS OF THE SETTLEMENT DESCRIBED IN THE NOTICE. I (WE) ALSO SUBMIT TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK WITH RESPECT TO MY (OUR) CLAIM AS A SETTLEMENT CLASS MEMBER AND FOR PURPOSES OF ENFORCING THE RELEASES SET FORTH IN THE SETTLEMENT AND REPEATED HEREIN. I (WE) FURTHER ACKNOWLEDGE THAT I AM (WE ARE) BOUND BY AND SUBJECT TO THE TERMS OF ANY JUDGMENT THAT MAY BE ENTERED IN THE ACTION. I (WE) AGREE TO FURNISH ADDITIONAL INFORMATION TO THE CLAIMS ADMINISTRATOR TO SUPPORT THIS CLAIM IF REQUESTED TO DO SO. I (WE) HAVE NOT SUBMITTED ANY OTHER CLAIM COVERING THE SAME PURCHASES OR SALES OF PSG COMMON STOCK AND KNOW OF NO OTHER PERSON HAVING DONE SO ON MY (OUR) BEHALF.

PART IV: RELEASE

1. I (WE) HEREBY ACKNOWLEDGE, ON BEHALF OF MYSELF (OURSELVES) AND EACH OF MY (OUR) HEIRS, EXECUTORS, ADMINISTRATORS, PREDECESSORS, SUCCESSORS AND ASSIGNS, AND ANY OTHER PERSON CLAIMING BY, THROUGH OR ON BEHALF OF ME (US), THAT I (WE) (A) RELEASE, WAIVE, DISCHARGE AND DISMISS EACH AND EVERY OF THE RELEASED CLAIMS AGAINST DEFENDANTS' RELEASEES; (B) ARE FOREVER ENJOINED FROM COMMENCING, INSTITUTING OR PROSECUTING, EITHER DIRECTLY OR INDIRECTLY, WHETHER IN THE UNITED STATES OR ELSEWHERE, ON MY (OUR) OWN BEHALF OR ON BEHALF OF ANY CLASS OR ANY OTHER PERSON, ANY OR ALL OF THE RELEASED CLAIMS AGAINST ANY OF DEFENDANTS' RELEASEES; AND (C) ARE FOREVER ENJOINED FROM INSTITUTING, CONTINUING, MAINTAINING OR ASSERTING, EITHER DIRECTLY OR INDIRECTLY, WHETHER IN THE UNITED STATES OR ELSEWHERE, ON MY (OUR) OWN BEHALF OR ON BEHALF OF ANY CLASS OR ANY OTHER PERSON, ANY CLAIMS, BREACHES, RIGHTS, DUTIES, CONTROVERSIES, OBLIGATIONS, DEMANDS, ACTIONS, DEBTS, SUMS OF MONEY, SUITS, CONTRACTS, AGREEMENTS, PROMISES, DAMAGES, LOSSES, JUDGMENTS, LIABILITIES, ALLEGATIONS, ARGUMENTS AND CAUSES OF ACTION OF EVERY NATURE AND DESCRIPTION, WHETHER KNOWN OR UNKNOWN, WHETHER ARISING UNDER FEDERAL, STATE, LOCAL, COMMON, STATUTORY, ADMINISTRATIVE OR FOREIGN LAW, OR ANY OTHER LAW, RULE, ORDINANCE, ADMINISTRATIVE PROVISION OR REGULATION, AT LAW OR IN EQUITY, WHETHER CLASS OR INDIVIDUAL IN NATURE, WHETHER FIXED OR CONTINGENT, WHETHER ACCRUED OR UNACCRUED, WHETHER LIQUIDATED OR UNLIQUIDATED, WHETHER MATURED OR UNMATURED, AGAINST ANY PERSON OR ENTITY WHO MAY CLAIM ANY FORM OF CONTRIBUTION OR INDEMNITY FROM ANY OF DEFENDANTS' RELEASEES IN RESPECT OF ANY RELEASED CLAIM OR ANY MATTER RELATED THERETO.
2. "DEFENDANTS' RELEASEES" MEANS DEFENDANTS AND THEIR CURRENT AND FORMER AGENTS, TRUSTS, TRUSTEES, INSURERS, SUCCESSORS, PREDECESSORS, ASSIGNS, ASSIGNEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS (INCLUDING, WITHOUT LIMITATION, DEFENDANTS' COUNSEL AND PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP, WINSTON & STRAWN LLP, AND COVINGTON & BURLING LLP), FAMILY MEMBERS AND PARTNERS, AND ANY ENTITY IN WHICH ANY DEFENDANT HAS A CONTROLLING INTEREST; AND EACH OF THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND OTHER RELATED PERSONS OR ENTITIES.
3. "RELEASED CLAIMS" MEANS ALL EXPRESS OR IMPLIED CLAIMS, BREACHES, RIGHTS, DUTIES, CONTROVERSIES, OBLIGATIONS, DEMANDS, ACTIONS, DEBTS, SUMS OF MONEY, SUITS, CONTRACTS, AGREEMENTS, PROMISES, DAMAGES, LOSSES, JUDGMENTS, LIABILITIES, ALLEGATIONS, ARGUMENTS AND CAUSES OF ACTION OF EVERY NATURE AND DESCRIPTION, WHETHER KNOWN OR UNKNOWN, WHETHER ARISING UNDER FEDERAL, STATE, LOCAL, COMMON, STATUTORY, ADMINISTRATIVE OR FOREIGN LAW, OR ANY OTHER LAW, RULE, ORDINANCE, ADMINISTRATIVE PROVISION OR REGULATION, AT LAW OR IN EQUITY, WHETHER CLASS OR INDIVIDUAL IN NATURE, WHETHER FIXED OR CONTINGENT, WHETHER ACCRUED OR UNACCRUED, WHETHER LIQUIDATED OR UNLIQUIDATED, WHETHER MATURED OR UNMATURED, THAT LEAD PLAINTIFF OR ANY OTHER MEMBER OF THE SETTLEMENT CLASS (A) ASSERTED IN THE TAC (DEFINED IN THE NOTICE) FILED ON SEPTEMBER 6, 2019, OR (B) COULD HAVE ASSERTED IN ANY FORUM THAT ARISE OUT OF OR RELATE IN ANY WAY TO: (I) THE ALLEGATIONS, TRANSACTIONS, FACTS, MATTERS OR OCCURRENCES, REPRESENTATIONS OR OMISSIONS INVOLVED, SET FORTH, OR REFERRED TO IN THE TAC AND (II) THE PURCHASE, ACQUISITION, OR SALE OF PSG COMMON STOCK. "RELEASED CLAIMS" INCLUDES UNKNOWN CLAIMS (AS DEFINED HEREIN) NOTWITHSTANDING THE FOREGOING, "RELEASED CLAIMS" DOES NOT INCLUDE CLAIMS RELATING TO THE ENFORCEMENT OF THE SETTLEMENT OR ITS TERMS.
4. "UNKNOWN CLAIMS" MEANS ANY AND ALL RELEASED CLAIMS THAT LEAD PLAINTIFF OR ANY SETTLEMENT CLASS MEMBER DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF THE RELEASE OF THE DEFENDANTS' RELEASEES, AND ANY OF THE SETTLED DEFENDANTS' CLAIMS WHICH DEFENDANTS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR, WHICH IF KNOWN BY THEM MIGHT HAVE AFFECTED THEIR DECISION(S) WITH RESPECT TO THE SETTLEMENT. WITH RESPECT TO ANY AND ALL RELEASED CLAIMS AND SETTLED DEFENDANTS' CLAIMS, LEAD PLAINTIFF AND DEFENDANTS STIPULATE AND AGREE THAT UPON THE EFFECTIVE DATE, LEAD PLAINTIFF AND DEFENDANTS SHALL EACH, FOR

THEMSELVES AND ALL PERSONS CLAIMING BY, THROUGH, OR ON BEHALF OF THEM, EXPRESSLY WAIVE, AND EACH SETTLEMENT CLASS MEMBER 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, THAT IS SIMILAR, COMPARABLE, OR EQUIVALENT TO CAL. CIV. CODE § 1542, 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.

LEAD PLAINTIFF AND EACH SETTLEMENT CLASS MEMBER ACKNOWLEDGES, AND SHALL BE DEEMED BY OPERATION OF LAW TO HAVE ACKNOWLEDGED, THAT THEY MAY HEREAFTER DISCOVER FACTS IN ADDITION TO, OR DIFFERENT FROM, THOSE FACTS THAT THEY KNOW OR BELIEVE TO BE TRUE WITH RESPECT TO THE SUBJECT MATTER OF THE SETTLEMENT, BUT IT IS THEIR INTENTION TO RELEASE AND SETTLE FULLY, FINALLY, AND FOREVER ANY AND ALL OF THE RELEASED CLAIMS, SUBJECT TO THE TERMS AND CONDITIONS PROVIDED IN THE STIPULATION, AND IN FURTHERANCE OF SUCH INTENTION, THE RELEASES SET FORTH IN ¶ 7 OF THE STIPULATION SHALL BE AND REMAIN IN EFFECT NOTWITHSTANDING THE DISCOVERY OR EXISTENCE OF ANY SUCH ADDITIONAL OR DIFFERENT FACTS. LEAD PLAINTIFF AND DEFENDANTS ACKNOWLEDGE, AND SETTLEMENT CLASS MEMBERS AND DEFENDANTS' SUCCESSORS AND ASSIGNS AND ANY PERSONS OR ENTITIES CLAIMING THROUGH OR ON BEHALF OF DEFENDANTS SHALL, BY OPERATION OF LAW, BE DEEMED TO HAVE ACKNOWLEDGED, THAT THE INCLUSION OF "UNKNOWN CLAIMS" IN THE DEFINITION OF RELEASED CLAIMS AND SETTLED DEFENDANTS' CLAIMS WAS SEPARATELY BARGAINED FOR AND WAS A MATERIAL ELEMENT OF THE SETTLEMENT.

- 5. THIS RELEASE SHALL BE OF NO FORCE OR EFFECT UNLESS AND UNTIL THE COURT APPROVES THE SETTLEMENT AND THE EFFECTIVE DATE OF THE SETTLEMENT (AS DEFINED IN THE STIPULATION) OCCURS.**
- 6. I (WE) HEREBY WARRANT AND REPRESENT THAT I (WE) HAVE NOT ASSIGNED OR TRANSFERRED OR PURPORTED TO ASSIGN OR TRANSFER, VOLUNTARILY OR INVOLUNTARILY, ANY MATTER RELEASED PURSUANT TO THE SETTLEMENT OR ANY OTHER PART OR PORTION THEREOF.**
- 7. I (WE) HEREBY WARRANT AND REPRESENT THAT I (WE) HAVE INCLUDED INFORMATION ABOUT ALL OF MY (OUR) PURCHASES AND SALES OF PSG COMMON STOCK DURING THE REQUIRED PERIODS AS SET FORTH ABOVE.**
- 8. I (WE) HEREBY WARRANT AND REPRESENT THAT I AM (WE ARE) NOT EXCLUDED FROM THE SETTLEMENT CLASS AS DEFINED IN THE NOTICE AND THAT I (WE) HAVE NOT REQUESTED TO BE EXCLUDED FROM THE SETTLEMENT CLASS PURSUANT TO THE PROCEDURES SET FORTH IN THE NOTICE.**
- 9. I (WE) CERTIFY THAT I AM (WE ARE) NOT SUBJECT TO BACKUP WITHHOLDING UNDER THE PROVISIONS OF SECTION 3406(A)(1)(C) OF THE INTERNAL REVENUE CODE.**

NOTE: IF YOU HAVE BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE THAT YOU ARE SUBJECT TO BACKUP WITHHOLDING, PLEASE STRIKE OUT THE LANGUAGE THAT YOU ARE NOT SUBJECT TO BACKUP WITHHOLDING IN THE CERTIFICATION ABOVE.

I (WE) DECLARE THAT THE FOREGOING INFORMATION SUPPLIED BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this _____ day of _____, in _____, _____.
(Month/Year) (City) (State/Country)

Signature of Claimant	Signature of Joint Claimant, if any

Print Name of Claimant	Print Name of Joint Claimant, if any

Date	Date

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

Signature of Person Completing Form	Date

Print Name of Person Completing Form	Capacity of Person(s) Signing (e.g., Beneficial Purchaser, Executor or Administrator)

REMINDER CHECKLIST

- 1. Please be sure to sign this Proof of Claim Form.
- 2. Remember to attach **COPIES OF** documentation verifying your holdings and transactions listed above.
- 3. **DO NOT SEND ORIGINALS OF ANY DOCUMENTS VERIFYING YOUR HOLDINGS AND TRANSACTIONS.**
- 4. Keep a copy of your Proof of Claim Form for your records.
- 5. If you move, please send your new address to the Claims Administrator at the address below:

Performance Sports Group Ltd. Securities Litigation
 c/o Strategic Claims Services
 P.O. Box 230
 600 N. Jackson St., Ste. 205
 Media, PA 19063
 Toll-Free: (866) 274-4004
 Fax: (610) 565-7985
 info@strategicclaims.net
- 6. **Do not use highlighter on the Proof of Claim Form or supporting documentation.**

Performance Sports Group Ltd. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
Media, PA 19063

IMPORTANT LEGAL NOTICE – PLEASE FORWARD