

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

In re: SPECTRUM PHARMACEUTICALS,  
INC., SECURITIES LITIGATION

Case No. 2:13-cv-00433-LDG (CWH)  
Base File

CLASS ACTION

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,  
AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

**If you purchased or acquired publicly traded Spectrum common stock (including through the exercise of warrants or options) and/or call options, and/or sold publicly traded Spectrum put options, during the period from August 8, 2012 through March 12, 2013, inclusive (the “Class Period”), and were allegedly damaged thereby, you may be entitled to receive money from a class action settlement.**

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

The purpose of this Notice is to inform you of: (a) the pendency of this Action; (b) the proposed settlement of the Action on the terms set forth in the Stipulation and Agreement of Settlement, dated as of November 19, 2015 (the “Stipulation”);<sup>1</sup> and (c) the hearing to be held by the Court (the “Settlement Hearing”) to consider: (i) whether the Settlement should be approved; (ii) whether the Plan of Allocation for the proceeds of the Settlement should be approved; (iii) the application of Lead Counsel for attorneys’ fees and expenses; and (iv) certain other matters. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement or wish to be excluded from the Settlement Class.<sup>2</sup>

- If approved by the Court, the Settlement will create a \$7 million cash settlement fund for the benefit of eligible investors, less any attorneys’ fees and litigation expenses awarded by the Court, and Notice and Administration Expenses.
- The Settlement resolves claims by Arkansas Teacher Retirement System (“Lead Plaintiff” or “ATRS”) that have been asserted on behalf of the proposed Settlement Class against Spectrum Pharmaceuticals, Inc. (“Spectrum” or the “Company”) and Rajesh C. Shrotriya, Brett L. Scott, and Joseph Kenneth Keller (the “Individual Defendants” and collectively with Spectrum, “Defendants”); avoids the costs and risks of continuing the litigation; pays money to Settlement Class Members; and releases the Released Defendant Parties (defined below) from liability.
- **If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.**

<sup>1</sup> The Stipulation and all of its exhibits can be viewed at [www.spectrumsecuritiessettlement.com](http://www.spectrumsecuritiessettlement.com) and at [www.labaton.com](http://www.labaton.com).

<sup>2</sup> All capitalized terms not otherwise defined in this Notice shall have the same meanings as set forth in the Stipulation.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A PROOF OF CLAIM FORM BY JUNE 9, 2016</b>	The <u>only</u> way to get a payment.
<b>EXCLUDE YOURSELF BY MAY 23, 2016</b>	You will get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Claims. <i>See</i> Question 13 for details.
<b>OBJECT BY MAY 23, 2016</b>	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the Fee and Expense Application. You will still be a member of the Settlement Class. <i>See</i> Question 18 for details.
<b>GO TO A HEARING ON JUNE 13, 2016</b>	Ask to speak in Court about the Settlement.
<b>DO NOTHING</b>	You will get no payment, you will give up rights, and you will still be bound by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all Settlement Class Members who timely submit a valid Claim Form, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

## **SUMMARY OF THE NOTICE**

### **Statement of Plaintiffs’ Recovery**

Lead Plaintiff has entered into a proposed Settlement with Defendants that, if approved by the Court, will resolve this Action in its entirety. Pursuant to the Settlement, a Settlement Fund consisting of \$7 million in cash, plus any accrued interest, has been established. Based on Lead Plaintiff’s consulting expert’s estimate of the number of shares of Spectrum publicly traded common stock entitled to participate in the Settlement, and assuming that all investors entitled to participate do so, Lead Plaintiff estimates that the average recovery, before deduction of Court-approved fees and expenses, such as attorneys’ fees, litigation expenses, and administrative costs, would be approximately \$0.26 per allegedly damaged share of common stock.<sup>3</sup> After deduction of the attorneys’ fees and litigation expenses discussed below, the average recovery would be \$0.19 per allegedly damaged share of common stock. A Settlement Class Member’s actual recovery will be a portion of the Net Settlement Fund, determined by comparing his, her, or its “Recognized Loss” to the total Recognized Losses of all Settlement Class Members who timely submit valid Claim Forms, as described more fully below. An individual Settlement Class Member’s actual recovery will depend on, for example: (a) the total number of claims submitted; (b) when the Settlement Class Member purchased, acquired, or held Spectrum common stock or call options, and/or sold Spectrum put options during the Class Period; and (c) whether and when the Settlement Class Member sold his, her, or its shares of Spectrum common stock, call options, and/or put options. *See* the Plan of Allocation beginning on page 11 for information on your Recognized Loss.

### **Statement of Potential Outcome of Case**

The Parties disagree about both liability and damages and do not agree on the damages that would be recoverable if Lead Plaintiff were to prevail on each claim asserted against Defendants. The issues on which the Parties disagree include, for example: (a) whether the Defendants made any statements or omissions that were materially false or

<sup>3</sup> An allegedly damaged share might have been traded more than once during the Class Period, and the average recovery indicated above represents the estimated average for each purchase of a share that allegedly incurred damages.

misleading or otherwise actionable under the federal securities laws; (b) whether the allegedly materially false or misleading statements made by Defendants, if any, were made with the requisite level of intent or recklessness; (c) the amount by which the prices of Spectrum's common stock and call options were allegedly artificially inflated (or deflated in the case of put options), if at all, during the Class Period; (d) the appropriate economic models for measuring damages; and (e) the extent to which external factors, such as general market, economic and industry conditions, or unusual levels of volatility, influenced the trading prices of Spectrum common stock or options at various times during the Class Period.

Defendants have denied and continue to deny any wrongdoing, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Lead Plaintiff and the Settlement Class have suffered any loss attributable to Defendants' actions. While Lead Plaintiff believes it has meritorious claims, it recognizes that there are significant obstacles in the way to recovery.

### **Statement of Attorneys' Fees and Expenses Sought**

Lead Counsel, on behalf of Plaintiffs' Counsel, will make an application to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 25% of the Settlement Fund, which includes any interest earned on such amount at the same rate and for the same period as earned by the Settlement Fund. Lead Counsel will also apply for payment of litigation expenses incurred in prosecuting the Action in an amount not to exceed \$125,000, plus any interest earned on such amount at the same rate as earned by the Settlement Fund. Lead Counsel's Fee and Expense Application may include a request for an award to Lead Plaintiff for reimbursement of its reasonable costs and expenses, including lost wages, directly related to its representation of the Settlement Class in an amount not to exceed \$10,000. If the Court approves the Fee and Expense Application in full, the average amount of fees and expenses, assuming all claims are filed for all allegedly damaged shares, will be approximately \$0.07 per allegedly damaged share of Spectrum common stock.

### **Further Information**

Further information regarding this Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: *Spectrum Pharmaceuticals, Inc., Securities Litigation*, c/o Analytics, Claims Administrator, P.O. Box 2007, Chanhassen, MN 55317-2007, 1-844-449-3580; or Lead Counsel: Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, 1-888-219-6877, [www.labaton.com](http://www.labaton.com), or [settlementquestions@labaton.com](mailto:settlementquestions@labaton.com).

### **Please Do Not Call The Court With Questions About The Settlement**

### **Reasons for the Settlement**

For Lead Plaintiff, the principal reason for the Settlement is the immediate benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Complaint; the uncertainty of having a class certified; the risk that the Court may grant, in whole or in part, some or all of the anticipated motions for summary judgment to be filed by Defendants; the uncertainty inherent in the Parties' various and competing theories of liability, loss causation and damages; the attendant risks of litigation, especially in complex actions such as this; and the difficulties and delays inherent in such litigation (including any appeals).

For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any Settlement Class Members were damaged, the principal reasons for entering into the Settlement are to bring to an end the burden, expense, uncertainty, and risk of further litigation.

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## **BASIC INFORMATION**

### **1. Why did I get this Notice?**

The Court authorized that this Notice be sent to you because you or someone in your family may have purchased or acquired publicly traded Spectrum common stock (including through the exercise of warrants or options) and/or call options, and/or sold publicly traded Spectrum put options, during the period from August 8, 2012 through March 12, 2013, inclusive, and were allegedly damaged thereby.

The Court directed that this Notice be sent to Settlement Class Members because they have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether

to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

The Court in charge of the Action is the United States District Court for the District of Nevada, and the case is known as *In re: Spectrum Pharmaceuticals, Inc., Securities Litigation*, No. 2:13-cv-00433-LDG (CWH). The Action is assigned to the Honorable Lloyd D. George, United States District Judge.

The people who have sued are called plaintiffs, and the company and persons they have sued are called defendants. Lead Plaintiff in the Action, ATRS, represents the Settlement Class. Defendants are Spectrum, Rajesh C. Shrotriya, Brett L. Scott, and Joseph Kenneth Keller.

This Notice explains the lawsuit, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

## **2. What is this lawsuit about?**

Spectrum is a biotechnology company with a focus on oncology and hematology drugs, including FUSILEV ("Fusilev"), an injectable drug that is used as part of chemotherapy treatment. Lead Plaintiff alleges that during the Class Period Defendants made false and misleading statements about the prospects for Fusilev sales, which allegedly inflated the trading price of Spectrum's stock. Lead Plaintiff alleges that on March 12, 2013, after the market closed, Spectrum issued a press release announcing that it anticipated a change in ordering patterns of Fusilev distributors, and that this revelation caused the Company's stock price to decline.

Beginning in March of 2013, five securities class action complaints were filed alleging that Defendants violated federal securities laws. The actions were consolidated into this Action by Orders dated May 8 and May 21, 2013. By Order dated March 20, 2014, the Court appointed ATRS as Lead Plaintiff and approved Lead Plaintiff's selection of Labaton Sucharow LLP as Lead Counsel to represent the proposed class.

On May 20, 2014, Lead Plaintiff filed the Consolidated Amended Class Action Complaint (the "Complaint") asserting claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 against Defendants. The Complaint alleges, among other things, that Defendants made false and misleading statements that: (a) despite the increasing availability of generic leucovorin starting in the summer of 2012, Fusilev sales and end-user demand had remained stable, and internal data supported that doctors continued to order Fusilev even knowing that generic leucovorin was available; (b) the number of accounts ordering Fusilev continued to increase during 2012 and re-order rates were also up; and (c) contrary to speculation that Spectrum was being forced to heavily discount Fusilev to keep physicians interested, Fusilev's sales price was actually increasing.

On July 18, 2014, Defendants filed a motion to dismiss the Complaint, which Lead Plaintiff opposed on September 19, 2014. On March 26, 2015, the Court issued an Order denying Defendants' motion. Defendants filed a motion for reconsideration of the Court's Order on April 10, 2015, which Lead Plaintiff opposed on April 24, 2015. Defendants filed a reply brief on May 1, 2015 and on May 11, 2015, the Court denied Defendants' reconsideration motion. On May 26, 2015, Defendants filed an Answer denying all allegations of wrongdoing and asserting various defenses.

On June 4, 2015, the Parties filed a joint stipulation and proposed order to stay all proceedings pending the outcome of mediated settlement discussions between the Parties. On June 15, 2015, the Court issued an Order granting the joint stipulation and staying all proceedings.

Defendants and Lead Plaintiff engaged Mr. Jed D. Melnick, Esq., a well-respected and highly experienced mediator, to assist them in exploring a potential negotiated resolution of the claims in the Action. On August 10, 2015, Lead Plaintiff, Defendants, and certain of Defendants' insurers met with Mr. Melnick in an attempt to reach a settlement. The mediation involved an extended effort to settle the claims and was preceded by the exchange of mediation statements. Following lengthy, arm's-length, and mediated negotiations under the auspices of Mr. Melnick, Defendants and Lead Plaintiff accepted a mediator's proposal concerning a settlement on September 27, 2015.

On January 27, 2016, the Court entered the Preliminary Approval Order, authorizing that this Notice be sent to potential Settlement Class Members and scheduling the Settlement Hearing to consider whether to grant final approval to the Settlement, among other things.

### **3. Why is this a class action?**

In a class action, one or more persons or entities (in this case, Lead Plaintiff), sue on behalf of people and entities who have similar claims. Together, these people and entities are a “class,” and each is a “class member.” Bringing a case, such as this one, as a class action allows the adjudication of many similar claims of persons and entities that might be economically too small to bring as individual actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt-out,” from the class. In this Action, the Court has appointed ATRS to serve as Lead Plaintiff and has appointed Labaton Sucharow LLP to serve as Lead Counsel.

### **4. What are the reasons for the Settlement?**

The Court did not finally decide in favor of Lead Plaintiff or Defendants. Instead, both sides agreed to a settlement.

Lead Plaintiff and Lead Counsel believe that the claims asserted in the Action have merit. Lead Plaintiff and Lead Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims in the Action through trial and appeals, as well as the difficulties in establishing liability. Lead Plaintiff and Lead Counsel have considered the uncertain outcome and the risk of any litigation, especially in complex lawsuits like this one, as well as the difficulties and delays inherent in such litigation. For example, Defendants have raised a number of arguments and defenses (which they would raise at summary judgment and trial) that Defendants did not make false and misleading statements in violation of the federal securities laws and that Lead Plaintiff would not be able to establish that Defendants acted with the requisite fraudulent intent. In the absence of a settlement, the Parties would present factual and expert testimony on each of these issues, and there is considerable risk that the Court or jury would resolve these issues unfavorably against Lead Plaintiff and the Settlement Class. In light of the Settlement and the immediate recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

Defendants have denied and continue to deny any wrongdoing and deny that they have committed any act or omission giving rise to any liability or violation of law. Defendants deny the allegations that they knowingly, or otherwise, made any material misstatements or omissions; that any member of the Settlement Class has suffered damages; that the prices of Spectrum common stock or call options were artificially inflated (or deflated in the case of put options) by reason of the alleged misrepresentations, omissions or otherwise; or that members of the Settlement Class were harmed by the conduct alleged in the Complaint. Defendants have denied and continue to deny each and every one of the claims alleged by Lead Plaintiff on behalf of the Settlement Class and maintain that they have meritorious defenses to all claims alleged in the Complaint. Nonetheless, Defendants have concluded that continuation of the Action would be protracted and expensive, and have taken into account the uncertainty and risks inherent in any litigation, and believe that the Settlement set forth in the Stipulation is in the best interests of Defendants.

## **WHO IS IN THE SETTLEMENT**

To be eligible for a payment from the proceeds of the Settlement, you must be a Settlement Class Member.

### **5. How do I know if I am part of the Settlement Class?**

The Court has directed, for the purpose of the proposed Settlement, that everyone who fits this description is a Settlement Class Member and subject to the Settlement, unless they are an excluded person (*see* Question 6 below) or take steps to exclude themselves (*see* Question 13 below):

All persons and entities that purchased or acquired publicly traded Spectrum common stock (including through the exercise of warrants or options) and/or call options, and/or sold publicly traded Spectrum put options, during the period from August 8, 2012 through March 12, 2013, inclusive, and were allegedly damaged thereby.

If one of your mutual funds purchased Spectrum securities during the Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you individually purchased or acquired publicly traded Spectrum common stock (including through the exercise of warrants or options) and/or call options, and/or sold publicly traded Spectrum put options during the Class Period. Check your investment records or contact your broker to see if you have any eligible purchases, acquisitions, or sales.

## 6. Are there exceptions to being included in the Settlement Class?

Yes. There are some people who are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: (i) the Defendants; (ii) the officers and directors of Spectrum during the Class Period; (iii) members of the immediate families of the Individual Defendants and the officers and directors of Spectrum during the Class Period; (iv) any entity in which any Defendant has or had a controlling interest; (v) the legal representatives, heirs, successors, assigns, and affiliates of any such excluded party. Also excluded from the Settlement Class is anyone who timely and validly seeks exclusion from the Settlement Class in accordance with the procedures set forth in Question 13 below.

## 7. What if I am still not sure if I am included?

If you are still not sure whether you are included in the Settlement, you can ask for free help. You can call the Claims Administrator toll-free at 1-844-449-3580, send an e-mail to the Claims Administrator at [info@spectrumsecuritiessettlement.com](mailto:info@spectrumsecuritiessettlement.com), or write to the Claims Administrator at *Spectrum Pharmaceuticals, Inc., Securities Litigation*, c/o Analytics, Claims Administrator, P.O. Box 2007, Chanhassen, MN 55317-2007. Or you can fill out and return the Claim Form described in Question 10, to see if you qualify.

## THE SETTLEMENT BENEFITS — WHAT YOU GET

### 8. What does the Settlement provide?

In exchange for the Settlement and the release of the Released Claims against the Released Defendant Parties, Defendants have agreed to create a Seven Million Dollar (\$7,000,000.00) cash fund, which will earn interest, to be distributed, after deduction of Court-approved attorneys' fees and expenses, settlement administration costs, and any applicable Taxes (the "Net Settlement Fund") among all Settlement Class Members who submit valid Claim Forms and are found by the Court to be entitled to a distribution from the Net Settlement Fund ("Authorized Claimants").

### 9. How much will my payment be?

If you are an Authorized Claimant entitled to a payment, your share of the Net Settlement Fund will depend on several things, including, how many Settlement Class Members timely send in valid Claim Forms; the number of shares of common stock or number of call options purchased or acquired, or put options sold; the prices and dates of those purchases; and the prices and dates of any sales of the stock or options.

You can calculate your Recognized Loss in accordance with the formulas shown below in the Plan of Allocation. It is unlikely that you will receive a payment for all of your Recognized Loss. See the Plan of Allocation of the Net Settlement Fund on pages 11-15 for more information on your Recognized Loss.

## HOW TO RECEIVE A PAYMENT: SUBMITTING A PROOF OF CLAIM FORM

### 10. How can I receive a payment?

To qualify for a payment, you must submit a timely and valid Claim Form. A Claim Form is included with this Notice. If you did not receive a Claim Form, you can obtain one on the Internet at the websites for the Claims Administrator: [www.spectrumsecuritiessettlement.com](http://www.spectrumsecuritiessettlement.com), or Lead Counsel: [www.labaton.com](http://www.labaton.com). You can also ask for a Claim Form by calling the Claims Administrator toll-free at 1-844-449-3580.

Please read the instructions carefully, fill out the Claim Form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or received no later than June 9, 2016**.

### 11. When will I receive my payment?

The Court will hold a Settlement Hearing on **June 13, 2016** to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

## 12. What am I giving up to receive a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that, upon the “Effective Date,” you will release all “Released Claims” against the “Released Defendant Parties.”

“**Released Claims**” means any and all claims, debts, demands, controversies, obligations, losses, rights or causes of action or liabilities of every nature and description, including both known claims and Unknown Claims (defined below), whether arising under federal, state, common or foreign law, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, that Lead Plaintiff or any other Settlement Class Member (i) asserted in the Action; or (ii) could have asserted in the Action, or any other action, or in any forum, that arise out of, relate to or are based upon both (a) the facts, matters, allegations, transactions, events, disclosures, representations, statements, acts, or omissions or failures to act that were alleged or that could have been alleged in the Action against the Released Defendant Parties, and (b) the purchase or acquisition of publicly traded Spectrum common stock (including through the exercise of warrants or options) and/or call options, and/or the sale of publicly traded Spectrum put options, by the Settlement Class Member during the Class Period. The Released Claims further include all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, or any other law, that could have been asserted against the Released Defendant Parties that arise out of or relate in any way to the litigation, defense, or settlement of the claims in the Action. For the avoidance of doubt, Released Claims do not include (i) claims relating to the enforcement of the Settlement; (ii) any governmental or regulatory agency’s claims in any criminal or civil action against any of the Released Defendant Parties, or right to recover therefrom; and (iii) claims in *Timothy Fik v. Rajesh C. Shrotriya, et al.*, No. 2:2013-cv-00624-JCM-CWH (D. Nev.), *Christopher J. Watkins v. Rajesh C. Shrotriya, et al.*, No. 2:2013-cv-00684-JCM-VCF (D. Nev.), *Stefan Muenchhagen v. Rajesh C. Shrotriya, et al.*, No. 2:2013-cv-00942-APG-PAL (D. Nev.), *Hardik Kakadia v. Rajesh C. Shrotriya, et al.*, No. A-13-680643-B (Nev. Dist. Ct. 8th), and *Joel Besner v. Rajesh C. Shrotriya, et al.*, No. A-13-682668-C (Nev. Dist. Ct. 8th).

“**Released Defendant Parties**” means Defendants, Defendants’ Counsel, and each of their respective past or present subsidiaries, parents, general or limited partnerships, limited liability companies, affiliates, divisions, principals, accountants, advisors, successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents, fiduciaries, contractors, employees, attorneys, auditors, insurers, co-insurers, or re-insurers; the spouses, members of the immediate families, representatives, and heirs of the Individual Defendants, as well as any trust of which any Individual Defendant is the settlor or which is for the benefit of any of their immediate family members; any firm, trust, corporation, or entity in which any Defendant has a controlling interest; and any of the legal representatives, heirs, successors in interest or assigns of Defendants.

“**Unknown Claims**” means any and all Released Claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished 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, which 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, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants’ Claims, but Lead Plaintiff and Defendants

shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal.

If you remain a member of the Settlement Class, all of the Court's orders will apply to you and legally bind you.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own concerning the Released Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or "opting out." **Please note:** if you decide to exclude yourself, there is a risk that any lawsuit you may thereafter file to pursue claims alleged in the Action may be dismissed, including if such suit is not filed within the applicable time periods required for filing suit. Also, Spectrum may terminate the Settlement if Settlement Class Members who purchased or acquired in excess of a certain number of shares of Spectrum publicly traded common stock seek exclusion from the Settlement Class.

#### **13. How do I exclude myself from the Settlement Class?**

To exclude yourself from the Settlement Class, you must mail a signed letter stating that you "wish to be excluded from the Settlement Class in *In re: Spectrum Pharmaceuticals, Inc., Securities Litigation*, No. 2:13-cv-00433-LDG (CWH) (D. Nev.)." You cannot exclude yourself by telephone or e-mail. Your letter must state the date(s), price(s), and number(s) of shares of publicly traded Spectrum common stock, Spectrum call options, and/or Spectrum put options purchased, acquired, or sold during the Class Period. Your letter must include your name, mailing address, telephone number, e-mail address, and your signature. You must submit your exclusion request so that it is **received no later than May 23, 2016** to:

*Spectrum Pharmaceuticals, Inc., Securities Litigation*  
c/o Analytics, Claims Administrator  
P.O. Box 2007  
Chanhassen, MN 55317-2007

Your exclusion request must comply with these requirements in order to be valid. If you ask to be excluded, you will not receive any payment from the Net Settlement Fund, and you cannot object to the Settlement. Moreover, if you submit a valid exclusion request, you will not be legally bound by anything that happens in connection with this Settlement, and you may be able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the future.

#### **14. If I do not exclude myself, can I sue Defendants and the other Released Defendant Parties for the same thing later?**

No. Unless you properly exclude yourself, you remain in the Settlement Class and you give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Claims. If you do not exclude yourself, you will not be entitled to receive any recovery in any other action against any of the Released Defendant Parties based on or arising out of the Released Claims. If you have a pending lawsuit, **speak to your lawyer in that case immediately**. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **May 23, 2016**.

#### **15. If I exclude myself, can I get money from the proposed Settlement?**

No. If you exclude yourself, do not send in a Claim Form to ask for any money. But, you may exercise any right



you may have to sue, continue to sue, or be part of a different lawsuit against Defendants and the other Released Defendant Parties.

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

The Court appointed the law firm of Labaton Sucharow LLP to represent all Settlement Class Members. These lawyers are called Lead Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of Plaintiff's Counsel's fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 17. How will the lawyers be paid?

Plaintiff's Counsel have not been paid for any of their work. Lead Counsel will ask the Court to award them, on behalf of Plaintiff's Counsel, attorneys' fees of no more than 25% of the Settlement Fund, which includes interest on such fees at the same rate as earned by the Settlement Fund. Lead Counsel will also seek payment of litigation expenses incurred by Plaintiff's Counsel in connection with the prosecution of this Action of no more than \$125,000, plus interest on such expenses at the same rate as earned by the Settlement Fund. Lead Plaintiff may also apply for reimbursement of its expenses in representing the Settlement Class in an amount not to exceed \$10,000.

## OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION

### 18. How do I tell the Court that I do not like something about the proposed Settlement?

If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation of the Net Settlement Fund, and/or the Fee and Expense Application. You may give reasons why you think the Court should not approve any or all of the Settlement terms or arrangements. If you would like the Court to consider your views, you must file a proper objection within the deadline, and according to the following procedures.

To object, you must send a signed letter stating that you object to the proposed Settlement in "*In re: Spectrum Pharmaceuticals, Inc., Securities Litigation*, No. 2:13-cv-00433-LDG (CWH) (D. Nev.)." You must include your name, address, telephone number, e-mail address, and signature; identify the date(s), price(s), and number(s) of shares of publicly traded Spectrum common stock, Spectrum call options, and/or Spectrum put options purchased, acquired, sold, or held during the Class Period; and state the reasons why you object, which part(s) of the Settlement you object to and include any legal support and/or evidence, including witnesses that support your objection. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described herein will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or the Fee and Expense Application. Your objection must be filed with the Court **and** mailed or delivered to the following counsel so that it is **received no later than May 23, 2016**:

#### Court

Clerk of the Court  
United States District Court  
District of Nevada  
Lloyd D. George U.S. Courthouse  
333 Las Vegas Boulevard South  
Las Vegas, NV 89101

#### Lead Counsel

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You do not need to attend the Settlement Hearing to have your written objection considered by the Court. Any Settlement Class Member who has not submitted a request for exclusion from the Settlement Class and who has complied with the procedures set out in this Question 18 and below in Question 22 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court, about any objection to the Settlement, the Plan of Allocation, and/or Lead Counsel's Fee and Expense Application. Any such objector may appear in person or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it at the Settlement Hearing.

### **19. What is the difference between objecting and seeking exclusion?**

Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, and/or Fee and Expense Application. You can still recover from the Settlement. You can object *only* if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

## **THE SETTLEMENT HEARING**

### **20. When and where will the Court decide whether to approve the proposed Settlement?**

The Court will hold the Settlement Hearing on **June 13, 2016 at 10:00 a.m.**, in Courtroom 6B of the Lloyd D. George U.S. Courthouse, 333 Las Vegas Boulevard South, Las Vegas, NV 89101.

At this hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate and should be finally approved; (b) the Plan of Allocation is fair, reasonable and adequate and should be approved; and (c) the application of Lead Counsel for an award of attorneys' fees and payment of litigation expenses, including those of Lead Plaintiff, is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 18. We do not know how long it will take the Court to make these decisions.

You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Lead Counsel beforehand to be sure that the date and/or time has not changed.

### **21. Do I have to come to the Settlement Hearing?**

No. Lead Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, you do not have to come to Court to discuss it. You may also pay your own lawyer to attend, but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 22 below.

### **22. May I speak at the Settlement Hearing?**

If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* Question 18) a statement that it is your intention to appear in "*In re: Spectrum Pharmaceuticals, Inc., Securities Litigation*, No. 2:13-cv-00433-LDG (CWH) (D. Nev.)." Persons who intend to object to the Settlement, the Plan of Allocation, and/or Lead Counsel's Fee and Expense Application and desire to present evidence at the Settlement Hearing must also include in their objections (prepared and submitted in accordance with the answer to Question 18 above) the identity of any witness they may wish to call to testify and any exhibits they intend to introduce into evidence at the Settlement Hearing. You may not speak at the Settlement Hearing if you exclude yourself from the Settlement Class or if you have not provided written notice of your objection and intention to speak at the Settlement Hearing in accordance with the procedures described in Questions 18 and 22.

## **IF YOU DO NOTHING**

### **23. What happens if I do nothing at all?**

If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Claim Form (*see* Question 10). To start, continue or be a part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims in this case, you must exclude yourself from the Settlement Class (*see* Question 13).

## GETTING MORE INFORMATION

### 24. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You may review the Stipulation filed with the Court or documents in the case during business hours at the Office of the Clerk of the United States District Court, District of Nevada, Lloyd D. George U.S. Courthouse, 333 Las Vegas Boulevard South, Las Vegas, NV 89101. Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

You can also get a copy of the Stipulation by calling the Claims Administrator toll free at 1-844-449-3580; writing to the Claims Administrator at *Spectrum Pharmaceuticals, Inc., Securities Litigation*, c/o Analytics, Claims Administrator, P.O. Box 2007, Chanhassen, MN 55317-2007; or visiting the websites of the Claims Administrator or Lead Counsel at [www.spectrumsecuritiessettlement.com](http://www.spectrumsecuritiessettlement.com), or [www.labaton.com](http://www.labaton.com), where you will find answers to common questions about the Settlement, can download copies of the Stipulation or Claim Form, and locate other information about the Settlement and whether you are eligible for a payment. **Please do not Call the Court with Questions about the Settlement.**

## PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

### 24. How will my claim be calculated?

As discussed above, the Settlement provides \$7 million in cash for the benefit of the Settlement Class. The Settlement Amount and the interest earned thereon is the Settlement Fund. The Settlement Fund, after deduction of Court-approved attorneys' fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court is the Net Settlement Fund. The Net Settlement Fund will be distributed to Authorized Claimants – *i.e.*, members of the Settlement Class who timely submit valid Proofs of Claim that show a Recognized Loss and are approved by the Court. Settlement Class Members who do not timely submit valid Proofs of Claim will not share in the Settlement proceeds, but will otherwise be bound by the terms of the Settlement. The Court may approve this Plan of Allocation ("Plan of Allocation" or "Plan"), or modify it, without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the settlement website at: [www.spectrumsecuritiessettlement.com](http://www.spectrumsecuritiessettlement.com) and at [www.labaton.com](http://www.labaton.com).

The objective of this Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants who allegedly suffered economic losses as a result of the alleged violations of the federal securities laws, as opposed to losses caused by market or industry factors or Company-specific factors unrelated to the alleged violations of law. For purposes of determining the amount an Authorized Claimant may recover under this Plan, Lead Counsel has conferred with a consulting damages expert. This Plan is intended to be generally consistent with an assessment of, among other things, the damages that Lead Counsel and Lead Plaintiff believe may have been recoverable in the Action.

For losses to be compensable under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the security. In this case, Lead Plaintiff alleges that Defendants issued false statements and omitted material facts during the Class Period, which allegedly inflated the prices of Spectrum publicly traded common stock and/or call options (or deflated the prices of its put options). In order for the Authorized Claimant to share in the distribution of the Net Settlement Fund, the market price of a Spectrum publicly traded common stock share and/or call option must have declined (or increased in the case of put options) due to disclosure of the alleged false and misleading statements and omissions. In order for an Authorized Claimant to share in the distribution, the shares of the Spectrum publicly traded common stock and/or call options must have been purchased during the Class Period (or sold in the case of put options) and held until at least until the close of trading on March 12, 2013 (the last trading day before the alleged corrective disclosure), and the Authorized Claimant must have suffered a Net Trading Loss, as described below.

The formulas described below for calculating Recognized Losses are not intended to estimate the amount that will actually be paid to Authorized Claimants. Rather, these formulas provide the basis on which the Net Settlement Fund will be distributed on a *pro rata* basis among Authorized Claimants. An Authorized Claimant's Recognized

Loss shall be the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Loss divided by the total of the Recognized Losses of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Lead Plaintiff, Plaintiff's Counsel, and their agents, likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

**A. Eligible Securities**

The Spectrum securities for which a claimant may be entitled to receive a distribution from the Net Settlement Fund consist of the publicly traded common stock of Spectrum and publicly traded call and put options<sup>4</sup> on Spectrum common stock. Options are traded in units called "contracts." Each option contract entitles the holder to 100 shares of the underlying stock upon exercise or expiration, in this case of Spectrum common stock. At least 95% of the Net Settlement Fund will be allocated to purchases of Spectrum common stock and no more than 5% will be allocated to Spectrum options on the common stock.

**B. Calculation of Recognized Loss**

Based on the foregoing, and for purposes of this Settlement only, Recognized Loss will be calculated as follows:

**1. Publicly Traded Common Stock**

For each share of Spectrum publicly traded common stock purchased or otherwise acquired (including through the exercise of warrants or options) from August 8, 2012 through March 12, 2013, inclusive, and:

- a. sold before March 13, 2013, the Recognized Loss per share is zero.
- b. sold on March 13, 2013, the Recognized Loss per share is the lesser of:
  - i. \$4.63 per share; or
  - ii. the purchase price per share minus the sales price per share.
- c. retained beyond March 13, 2013 but sold before June 11, 2013, the Recognized Loss per share is the lesser of:
  - i. \$4.63 per share;
  - ii. the difference between the purchase price and the sales price; or
  - iii. the purchase price per share minus the price per share identified in Table 1 (below) for the date the share(s) were sold.
- d. retained on June 11, 2013, the Recognized Loss per share is the lesser of:
  - i. \$4.63 per share; or
  - ii. the difference between the purchase price per share and \$7.58 per share.<sup>5</sup>

**2. Publicly Traded Call Options**

For publicly traded call options on Spectrum common stock purchased or otherwise acquired from August 8, 2012 through March 12, 2013, inclusive, and:

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<sup>4</sup> Excludes those options that expired before March 13, 2013, the date of the price reaction to the alleged corrective disclosure.

<sup>5</sup> Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this chapter 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." \$7.58 was the mean (average) daily closing trading price of Spectrum common stock during the 90-day period beginning on March 13, 2013 and ending on June 11, 2013.

- a. closed (through sale, exercise or expiration) before March 12, 2013, the Recognized Loss per call option is zero; or
- b. held at the end of March 12, 2013, the Recognized Loss per call option is the difference between the price paid for the call option minus the proceeds received upon the settlement of the call option contract.

For publicly traded call options on Spectrum common stock written from August 8, 2012 through March 12, 2013, inclusive, the Recognized Loss per call option is zero.

### **3. Publicly Traded Put Options**

For publicly traded put options on Spectrum common stock written from August 8, 2012 through March 12, 2013, inclusive, and:

- a. closed (through purchase, assignment, or expiration) prior to March 12, 2013, the Recognized Loss per put option is zero; or
- b. held at the end of March 12, 2013, the Recognized Loss per put option is the difference between the price paid upon settlement of the put option contract minus the initial proceeds received upon the sale of the put option contract.

For publicly traded put options on Spectrum common stock purchased or otherwise acquired from August 8, 2012 through March 12, 2013, inclusive, the Recognized Loss per put option is zero.

### **C. Additional Provisions**

If a Class Member held eligible Spectrum securities at the beginning of the Class Period or made multiple purchases, acquisitions or sales of eligible Spectrum securities during or after the Class Period, the starting point for calculating a claimant's Recognized Loss is to match the claimant's holdings, purchases and acquisitions to their sales using the FIFO (*i.e.*, first-in-first-out) method. Under the FIFO method, eligible securities sold during the Class Period will be matched, in chronological order, first against eligible securities held at the beginning of the Class Period. The remaining sales of eligible securities during the Class Period will then be matched, in chronological order, against eligible securities purchased or acquired during the Class Period.

Purchases or acquisitions and sales of eligible Spectrum securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of eligible securities during the Class Period shall not be deemed a purchase, acquisition, or sale of eligible securities for the calculation of Recognized Loss, unless: (i) the donor or decedent purchased or otherwise acquired such shares of eligible securities during the Class Period; (ii) no Proof of Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of eligible securities; and (iii) it is specifically so provided in the instrument of gift or assignment. Any claimant that sold Spectrum common stock "short" will have no Recognized Loss with respect to such purchase during the Class Period to cover said short sale.

The Claims Administrator will determine if a claimant had an overall market gain or loss with respect to his, her, or its overall transactions in eligible Spectrum securities during the Class Period. For purposes of making this calculation, the Claims Administrator shall determine the difference between: (i) the Total Purchase Amount and (ii) the sum of the Sales Proceeds and the Holding Value.<sup>6</sup> This difference will be deemed a claimant's overall market gain or loss with respect to his, her, or its transactions in eligible Spectrum securities. If a claimant has an overall market gain, the claimant's total Recognized Loss will be zero. To

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<sup>6</sup> The "Total Purchase Amount" is the total amount the claimant paid (excluding all fees, taxes and commissions) for all eligible Spectrum securities purchased or acquired during the Class Period.

The "Sales Proceeds" is the total amount received for eligible Spectrum securities sold during the Class Period. The proceeds of sales matched to a claimant's opening position will not be considered for purposes of calculating market gains or losses.

The Claims Administrator shall ascribe a "Holding Value" of \$7.58 to each eligible Spectrum security purchased or acquired during the Class Period that was still held as of the close of trading on March 12, 2013.

the extent that a claimant suffered an overall market loss, but that market loss was less than the total of all Recognized Loss Amounts calculated above, then the claimant's total Recognized Loss shall be limited to the amount of the overall market loss.

The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

Payment according to this Plan of Allocation will be deemed conclusive against all Authorized Claimants. Recognized Losses will be calculated as defined herein by the Claims Administrator and cannot be less than zero.

Distributions to Authorized Claimants will be made after all claims have been processed and after the Court has approved the Claims Administrator's determinations. After an initial distribution of the Net Settlement Fund, if there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical, redistribute such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. Any balance that still remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, shall be contributed to non-sectarian, not-for-profit charitable organization(s) serving the public interest, designated by Lead Plaintiff and approved by the Court.

Each claimant is deemed to have submitted to the jurisdiction of the United States District Court for the District of Nevada with respect to his, her, or its claim.

**TABLE 1**  
**Spectrum Common Stock Closing Price and Average Closing Price**  
**March 13, 2013 – June 11, 2013**

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between March 13, 2013 and Date Shown</b>
3/13/2013	\$7.79	\$7.79
3/14/2013	\$7.81	\$7.80
3/15/2013	\$7.76	\$7.79
3/18/2013	\$7.62	\$7.75
3/19/2013	\$7.25	\$7.65
3/20/2013	\$7.01	\$7.54
3/21/2013	\$7.06	\$7.47
3/22/2013	\$7.06	\$7.42
3/25/2013	\$7.27	\$7.40
3/26/2013	\$7.51	\$7.41
3/27/2013	\$7.46	\$7.42
3/28/2013	\$7.46	\$7.42
4/1/2013	\$7.29	\$7.41
4/2/2013	\$7.21	\$7.40
4/3/2013	\$7.02	\$7.37
4/4/2013	\$7.06	\$7.35

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between March 13, 2013 and Date Shown</b>
4/29/2013	\$7.37	\$7.27
4/30/2013	\$7.41	\$7.27
5/1/2013	\$7.10	\$7.27
5/2/2013	\$7.16	\$7.27
5/3/2013	\$7.23	\$7.26
5/6/2013	\$7.47	\$7.27
5/7/2013	\$7.53	\$7.28
5/8/2013	\$7.53	\$7.28
5/9/2013	\$7.40	\$7.29
5/10/2013	\$7.60	\$7.29
5/13/2013	\$7.86	\$7.31
5/14/2013	\$8.06	\$7.32
5/15/2013	\$7.97	\$7.34
5/16/2013	\$8.08	\$7.35
5/17/2013	\$8.14	\$7.37
5/20/2013	\$8.05	\$7.38

Date	Closing Price	Average Closing Price Between March 13, 2013 and Date Shown
4/5/2013	\$7.17	\$7.34
4/8/2013	\$7.07	\$7.33
4/9/2013	\$7.08	\$7.31
4/10/2013	\$7.17	\$7.31
4/11/2013	\$7.31	\$7.31
4/12/2013	\$7.27	\$7.31
4/15/2013	\$7.01	\$7.29
4/16/2013	\$7.08	\$7.28
4/17/2013	\$7.10	\$7.28
4/18/2013	\$7.00	\$7.27
4/19/2013	\$7.16	\$7.26
4/22/2013	\$7.15	\$7.26
4/23/2013	\$7.14	\$7.25
4/24/2013	\$7.17	\$7.25
4/25/2013	\$7.54	\$7.26
4/26/2013	\$7.45	\$7.27

Date	Closing Price	Average Closing Price Between March 13, 2013 and Date Shown
5/21/2013	\$8.13	\$7.40
5/22/2013	\$8.43	\$7.42
5/23/2013	\$8.55	\$7.44
5/24/2013	\$8.33	\$7.46
5/28/2013	\$8.48	\$7.48
5/29/2013	\$8.22	\$7.49
5/30/2013	\$8.28	\$7.51
5/31/2013	\$8.21	\$7.52
6/3/2013	\$8.28	\$7.53
6/4/2013	\$8.19	\$7.54
6/5/2013	\$7.73	\$7.55
6/6/2013	\$7.76	\$7.55
6/7/2013	\$8.11	\$7.56
6/10/2013	\$8.04	\$7.57
6/11/2013	\$8.24	\$7.58

### SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

If you purchased or acquired Spectrum publicly traded common stock (CUSIP: 84763A108) (including through the exercise of warrants or options) and/or call options, and/or sold Spectrum put options during the Class Period for the beneficial interest of a person or entity other than yourself, the Court has directed that, **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE**, you **MUST EITHER**: (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such Spectrum security during such time period; or (b) request additional copies of this Notice and the Claim Form, which will be provided to you free of charge, and **WITHIN SEVEN (7) DAYS** mail the Notice and Claim Form directly to the beneficial owners of that security. If you choose to follow procedure (b), the Court has also directed that, upon such mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation and timely compliance with the above directives. All communications concerning the foregoing should be addressed to the Claims Administrator:

*Spectrum Pharmaceuticals, Inc., Securities Litigation*  
c/o Analytics, Claims Administrator  
P.O. Box 2007  
Chanhassen, MN 55317-2007

Dated: February 10, 2016

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE  
DISTRICT OF NEVADA

