UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): November 17, 2026

Pacira BioSciences, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-35060**	**51-0619477**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2000 Sierra Point Parkway, Suite 900
Brisbane, California 94005
(Address and Zip Code of Principal Executive Offices)

(650) 242-8052
(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading symbol**	**Name of each exchange on which registered**
Common Stock, par value $0.001 per share	PCRX	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Introductory Note

As previously disclosed, on October 8, 2026, Pacira BioSciences, Inc., a Delaware corporation (the "Company"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with Viatris Inc., a Delaware corporation ("Viatris"), and Peach Purchaser Sub Inc., a Delaware corporation and wholly owned subsidiary of Viatris ("Purchaser").

Item 1.01 Entry into a Material Definitive Agreement.

Supplemental Indenture

In connection with the consummation of the Merger (as defined below), the Company and Computershare Trust Company, National Association (the "Trustee"), entered into a First Supplemental Indenture (the "Supplemental Indenture"), dated as of November 17, 2026, which amends and supplements the Indenture (the "Original Indenture" and, together with the Supplemental Indenture, the "Indenture"), dated as of May 14, 2024, by and between the Company and the Trustee, governing the Company's 2.125% Convertible Senior Notes due 2029 (the "Notes"), of which $287.5 million in aggregate principal amount is outstanding as of the date hereof.

The Supplemental Indenture provides that, among other things, from and after the Effective Time (as defined below), the right to convert each $1,000 principal amount of Notes into Shares (as defined below) has been changed into a right to convert such principal amount of Notes solely into Reference Property (as defined in the Indenture) consisting of cash equal to $36.50 multiplied by the Conversion Rate in effect on the relevant Conversion Date (including, for conversions in connection with the Make-Whole Fundamental Change, any Additional Shares (each as defined in the Indenture)), payable on the tenth Business Day following such Conversion Date. The Merger, pursuant to which the Shares were converted solely into the right to receive cash, constitutes a Common Stock Change Event, a Make-Whole Fundamental Change, a Fundamental Change and an Exempted Fundamental Change (each as defined in the Indenture) with respect to the Notes. In connection with the Merger, the Company elected to rely on Section 14.05 of the Indenture and will not offer to repurchase any Notes in connection with the Merger.

Unwind Agreements in respect of the Capped Call Transactions

As previously disclosed, in connection with the issuance of the Notes, the Company entered into capped call transactions (the "Capped Call Transactions") with certain financial institution counterparties (the "Capped Call Counterparties"), as evidenced by the confirmations, additional confirmations and related side letters and additional side letters (together, the "Capped Call Confirmations"). On November 17, 2026, the Company entered into an unwind agreement for each Capped Call Confirmation with each Capped Call Counterparty in exchange for an agreed upon cash payment by such Capped Call Counterparty to the Company, payable on or about November 17, 2026.

The foregoing description of the Indenture and the Capped Call Transactions does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Original Indenture, which was filed as Exhibit 4.1 of the Company's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the "SEC") on May 14, 2024 (the "May 14, 2024 Form 8-K"), and is incorporated into this Item 1.01 by reference, the full text of a form of the Capped Call Confirmation, which was filed as Exhibit 10.1 of the May 14, 2024 Form 8-K, and is incorporated into this Item 1.01 by reference, and the full text of the Supplemental Indenture, which is filed as Exhibit 4.1 hereto and incorporated into this Item 1.01 by reference.

Item 1.02 Termination of Material Definitive Agreement.

In connection with the consummation of the Merger, on November 17, 2026, $96,392.50, which represented all amounts outstanding under the Credit Agreement, dated as of July 3, 2025, by and among the Company, the lenders from time to time party thereto and Wells Fargo Bank, National Association, as administrative agent, swingline lender and an issuing bank (as amended, restated, or otherwise modified from time to time, the "Credit Agreement"), was repaid in full, the Credit Agreement and all commitments thereunder were terminated and all liens securing obligations under the Credit Agreement will be released.

The foregoing description of the Credit Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Credit Agreement, which was filed as Exhibit 10.1 of the Company's Current Report on Form 8-K filed with the SEC on July 7, 2025, and is incorporated into this Item 1.02 by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

As previously disclosed, pursuant to the Merger Agreement, on October 30, 2026, Purchaser commenced a tender offer to acquire all of the outstanding shares of common stock of the Company, $0.001 par value per share (the "Shares"), at an offer price of $36.50 per Share in cash, net of applicable withholding taxes and without interest (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated October 30, 2026 (as amended or supplemented from time to time, the "Offer to Purchase"), and in the related Letter of Transmittal (which, together with the Offer to Purchase and other related materials, as amended or supplemented from time to time, constituted the "Offer").

On November 17, 2026, Viatris announced that the Offer and related withdrawal rights had expired as scheduled at one minute following 11:59 p.m., Eastern Time, on November 16, 2026 (the "Expiration Date") and the Offer was not extended, and that as of such time, based on the information provided by the depositary and paying agent for the Offer, a total of 32,929,780 Shares, together with the Shares then owned by Purchaser and its "affiliates" (as such term is defined in Section 251(h)(6)(a) of the General Corporation Law of the State of Delaware (the "DGCL")), were validly tendered (and not properly withdrawn) pursuant to the Offer prior to the Expiration Date (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received," as such term is defined in Section 251(h)(6)(f) of the DGCL, by the "depository," as such term is defined in Section 251(h)(6)(c) of the DGCL), representing approximately 66.46% of the issued and outstanding Shares as of the Expiration Date.

Accordingly, the number of Shares validly tendered (and not properly withdrawn) and received by the depositary pursuant to the Offer, together with the Shares then owned by Purchaser and its affiliates, satisfied the Minimum Condition (as defined in the Merger Agreement), and all other conditions to the consummation of the Offer had been satisfied or waived. As a result of the satisfaction of the Minimum Condition and each of the other conditions to the Offer, on November 17, 2026, Purchaser irrevocably accepted for payment all Shares that were validly tendered (and not properly withdrawn) pursuant to the Offer.

Following the consummation of the Offer, the remaining conditions to the Merger set forth in the Merger Agreement were satisfied or waived, and the parties to the Merger Agreement consummated the Merger on November 17, 2026. Pursuant to the Merger Agreement, at the date and time of the filing of the certificate of merger with the Secretary of State of the State of Delaware (the "Effective Time"), Purchaser was merged with and into the Company (the "Merger"), without a vote on the adoption of the Merger Agreement by the Company's stockholders, in accordance with Section 251(h) of the DGCL, with the Company continuing as the surviving corporation of the Merger (the "Surviving Corporation") and as a wholly owned subsidiary of Viatris. At the Effective Time and as a result of the Merger, each Share issued and outstanding immediately prior to the Effective Time (other than Shares held (i) by the Company or its subsidiaries (including Shares held in the Company's treasury), (ii) by Viatris, Purchaser, or any other direct or indirect wholly owned subsidiary of Viatris, or (iii) by stockholders of the Company who have properly exercised and perfected their statutory rights of appraisal under the DGCL) was automatically converted into the right to receive the Offer Price.

Pursuant to the terms of the Merger Agreement, each option to purchase Shares (each, a "Company Option") that was outstanding as of immediately prior to the Effective Time, whether vested or unvested, was canceled at the Effective Time and converted into the right to receive an amount in cash equal to *the product of* (i) the total number of Shares subject to such Company Option immediately prior to the Effective Time, *multiplied by* (ii) the excess, if any, of (A) the Offer Price *minus* (B) the exercise price payable per Share under such Company Option, subject to applicable tax withholdings; provided, that any Company Option that had an exercise price per Share that was greater than or equal to the Offer Price was canceled at the Effective Time without any consideration payable (whether in the form of cash or otherwise) therefor, whether before or after the Effective Time.

Pursuant to the terms of the Merger Agreement, each performance share unit award (each, a "Company PSU") that was outstanding as of immediately prior to the Effective Time, whether vested or unvested, was canceled at the Effective Time and converted into the right to receive an amount in cash equal to *the product of* (i) the total number of Shares issuable in settlement of such Company PSU, which was based on deemed achievement of the applicable performance metrics at 100% of target, as determined in accordance with the applicable Company PSU award agreement, *multiplied by* (ii) the Offer Price, subject to applicable tax withholdings.

Pursuant to the terms of the Merger Agreement, each restricted stock unit award (each, a "Company RSU") that was outstanding as of immediately prior to the Effective Time, whether vested or unvested, was canceled at the Effective Time and converted into the right to receive an amount in cash equal to *the product of* (i) the total number of Shares issuable in settlement of such Company RSU, *multiplied by* (ii) the Offer Price, subject to applicable tax withholdings.

Pursuant to the terms of the Merger Agreement, each cash-based award granted pursuant to the Company's cash-based long-term incentive plan (each, a "Company LTIP Award") that was outstanding as of immediately prior to the Effective Time, whether vested or unvested, was canceled at the Effective Time and converted into the right to receive cash in an amount determined by the Company's board of directors (the "Board"), pursuant to the terms of the plan, based on actual achievement of the applicable performance metrics (as previously disclosed for awards granted in 2024 and 2025 and at 107.8% of target as of the closing of the Merger for awards granted in 2026), subject to applicable tax withholdings.

Pursuant to the terms of the Merger Agreement, each restricted cash award (a "Company Restricted Cash Award") that was outstanding as of immediately prior to the Effective Time, whether vested or unvested, was canceled at the Effective Time and converted into the right to receive an amount of cash equal to *the sum of* (i) any portion of the Company Restricted Cash Award that was vested, but remained unpaid, as of the Effective Time and (ii) the amount of Unvested Cash (as defined under the applicable Company Restricted Cash Award agreement) with respect to the Company Restricted Cash Award.

The total amount of funds required to pay for the Shares in the Offer and the Merger and to repay certain indebtedness of the Company, was approximately $1.69 billion. These amounts exclude (i) fees and expenses related to the Offer and the Merger and (ii) any Company cash and cash equivalents assumed by Viatris. Viatris provided Purchaser with sufficient funds to purchase all Shares accepted for payment pursuant to the Offer and all Shares purchased in the Merger using Viatris' available cash on hand and short-term borrowings.

The foregoing description of the Merger Agreement and the related transactions does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which was filed as Exhibit 2.1 to the Current Report on Form 8-K filed by the Company with the SEC on October 8, 2026, and is incorporated herein by reference.

The disclosure contained under the Introductory Note above is incorporated herein by reference.

Item 2.04. Triggering Events that Accelerate or Increase a Direct Financial Obligations or an Obligation under an Off-Balance Sheet Arrangement.

The disclosure contained under the Introductory Note and in Items 1.01, 1.02 and 2.01 above is incorporated herein by reference.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On November 17, 2026, the Company notified The Nasdaq Global Select Market ("Nasdaq") of the consummation of the Merger, and requested that Nasdaq (i) halt trading of the Shares prior to market open on November 17, 2026 and (ii) file with the SEC a Notification of Removal from Listing and/or Registration under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on Form 25 to effect the delisting of the Shares from Nasdaq and to deregister the Shares under Section 12(b) of the Exchange Act. In addition, the Company intends to file with the SEC a certification on Form 15 under the Exchange Act requesting the termination of registration of the Shares under Section 12(g) of the Exchange Act and the suspension of the Company's reporting obligations under Sections 13 and 15(d) of the Exchange Act.

The disclosure contained under the Introductory Note and in Item 2.01 above is incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The disclosure contained under the Introductory Note and in Items 1.01, 2.01 and 3.01 above and in Items 5.01 and 5.03 below is incorporated herein by reference.

Item 5.01. Changes in Control of Registrant.

The disclosure contained under the Introductory Note and in Item 2.01 above and in Items 5.02 and 5.03 below is incorporated herein by reference.

As a result of the consummation of the Offer and the Merger pursuant to Section 251(h) of the DGCL, on November 17, 2026, a change in control of the Company occurred. At the Effective Time, the Company became a wholly owned subsidiary of Viatris.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In connection with the Merger and pursuant to the Merger Agreement, at the Effective Time, each of Frank D. Lee, Marcelo Bigal, Laura Brege, Christopher Christie, Mark Froimson, Samit Hirawat, Thomas Wiggans, Michael Yang and Alethia Young ceased serving as a member of the Board and each committee thereof, and each of Frank D. Lee, Shawn Cross, Kristen Williams, Brendan Teehan, Jonathan Slonin and Lauren Riker ceased serving as an officer of the Company.

Further, in connection with the Merger and pursuant to the Merger Agreement, at the Effective Time, John Miraglia and Michael Rainerman became the officers and directors of the Surviving Corporation. Information regarding the new officers and directors of the Surviving Corporation had been previously disclosed in the Tender Offer Statement on Schedule TO, filed by Viatris and Purchaser with the SEC on October 30, 2026 (together with the exhibits and annexes thereto and as amended or supplemented from time to time).

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the Merger and pursuant to the Merger Agreement, at the Effective Time, the second amended and restated certificate of incorporation of the Company and the third amended and restated bylaws of the Company were each amended and restated in their entirety. Copies of the third amended and restated certificate of incorporation of the Company (the "Third A&R Certificate of Incorporation") and fourth amended and restated bylaws of the Company (the "Fourth A&R Bylaws") are filed as Exhibits 3.1 and 3.2 hereto, respectively.

The foregoing description of the Third A&R Certificate of Incorporation and the Fourth A&R Bylaws does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Third A&R Certificate of Incorporation and the Fourth A&R Bylaws, which are incorporated into this Item 5.03 by reference.

Item 7.01 Regulation FD Disclosure

On November 17, 2026, the Company delivered notice to the holders of the Notes (the "Notice") announcing that the closing of the Merger constitutes a Common Stock Change Event, a Make-Whole Fundamental Change, a Fundamental Change and an Exempted Fundamental Change. A copy of the Notice is filed as Exhibit 99.1.

The information in this Item 7.01, including Exhibit 99.1, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to liabilities under that section, nor shall it be deemed incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filings.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1*	Agreement and Plan of Merger, dated as of October 8, 2026, by and among Pacira BioSciences, Inc., Viatris Inc. and Peach Purchaser Sub Inc. (incorporated by reference to the Company's Current Report on Form 8-K filed with the SEC on October 8, 2026).
3.1	Third Amended and Restated Certificate of Incorporation of Pacira BioSciences, Inc.
3.2	Fourth Amended and Restated Bylaws of Pacira BioSciences, Inc.
4.1	First Supplemental Indenture, dated as of November 17, 2026, by and between Pacira BioSciences, Inc. and Computershare Trust Company, National Association, as trustee.
99.1	Notice to Holders of Pacira BioSciences, Inc. 2.125% Convertible Senior Notes Due 2029 of Supplemental Indenture, Common Stock Change Event, Make-Whole Fundamental Change, Exempted Fundamental Change and Conversion Rights.
104	Cover Page Interactive Data File (Formatted as Inline XBRL).
*	Certain exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally to the SEC a copy of any omitted exhibits or schedules upon request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PACIRA BIOSCIENCES, INC.
(REGISTRANT)

Date: November 17, 2026

By: /s/ Michael Rainerman
Name: Michael Rainerman
Title: President

Exhibi 3.1

THIRD AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

PACIRA BIOSCIENCES, INC.

FIRST: The name of the corporation (hereinafter called the "Corporation") is Pacira BioSciences, Inc.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801; and the name of the registered agent of the Corporation at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (the "DGCL"), as now in effect or hereafter amended.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is (i) 1,000 shares of Common Stock, par value $0.001 per share ("Common Stock"), and (ii) 100 shares of Preferred Stock, par value $0.001 per share ("Preferred Stock").

(a) COMMON STOCK

The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of such Preferred Stock, if any, as may be designated by resolution of the Board of Directors of the Corporation (the "Board of Directors").

(b) PREFERRED STOCK

The Board of Directors is hereby expressly authorized, subject to the limitations prescribed by law, to provide by resolution for the issuance of one or more series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers of the shares of such series, and the preferences and relative, participating, optional or other special rights, and any qualifications, limitations or restrictions thereof, of the shares of such series. The special rights, qualifications, limitations or restrictions thereof may differ from those of any and all other series at any time outstanding.

FIFTH: In furtherance and not in limitation of the powers conferred upon it by law, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation (the "Bylaws") without any action on the part of the stockholders; provided that any Bylaw adopted or amended by the Board of Directors, and any powers thereby conferred, may be amended, altered or repealed by the stockholders.

SIXTH: Elections of directors need not be by written ballot unless the Bylaws shall so provide.

SEVENTH: Except to the extent that the DGCL, as the same exists or hereafter may be amended, prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no person who is or was a director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Certificate of Incorporation inconsistent with this Article SEVENTH, unless otherwise required by law, shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment, repeal or adoption of such inconsistent provision, provided, however, that if the DGCL is amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

EIGHTH: The Corporation shall provide indemnification as follows:

1. Actions, Suits and Proceedings Other than by or in the Right of the Corporation. The Corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), liabilities, losses, judgments, fines, excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974, and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee acted in good faith and in a manner that Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner that Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

2. Actions or Suits by or in the Right of the Corporation. The Corporation shall indemnify any Indemnitee who was or is a party to or threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that Indemnitee is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee acted in good faith and in a manner that Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made under this Section 2 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Corporation, unless, and only to the extent, that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) that the Court of Chancery of Delaware or such other court shall deem proper.

3. Indemnification for Expenses of Successful Party. Notwithstanding any other provisions of this Article EIGHTH, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Section 1 and Section 2 of this Article EIGHTH, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, Indemnitee shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by or on behalf of Indemnitee in connection therewith. Without limiting the foregoing, Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect to any action, suit or proceeding, or in defense of any claim, issue or matter therein or any appeal therefrom, that is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to Indemnitee, (ii) an adjudication that Indemnitee was liable to the Corporation, (iii) a plea of guilty or nolo contendere by Indemnitee, (iv) an adjudication that Indemnitee did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and (v) with respect to any criminal proceeding, an adjudication that Indemnitee had reasonable cause to believe his or her conduct was unlawful.

4. Notification and Defense of Claim. As a condition precedent to an Indemnitee's right to be indemnified, such Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such Indemnitee for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to Indemnitee. After notice from the Corporation to Indemnitee of its election so to assume such defense, the Corporation shall not be liable to Indemnitee for any legal or other expenses subsequently incurred by Indemnitee in connection with such action, suit, proceeding or investigation, other than as provided below in this Section 4. Indemnitee shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Corporation, (ii) counsel to Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and Indemnitee in the conduct of the defense of such action, suit, proceeding or investigation or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for Indemnitee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article EIGHTH. The Corporation shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for Indemnitee shall have reasonably made the conclusion provided for in clause (ii) above. The Corporation shall not be required to indemnify Indemnitee under this Article EIGHTH for any amounts paid in settlement of any action, suit, proceeding or investigation effected without its written consent. The Corporation shall not settle any action, suit, proceeding or investigation in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold or delay its consent to any proposed settlement.

5. Advancement of Expenses. Subject to the provisions of Section 6 of this Article EIGHTH, in the event of any threatened or pending action, suit, proceeding or investigation of which the Corporation receives notice under this Article EIGHTH, any expenses (including attorneys' fees) incurred by or on behalf of Indemnitee in defending an action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter; provided, however, that the payment of such expenses incurred by or on behalf of Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined by final judicial decision from which there is no further right to appeal that Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article EIGHTH; and provided further that no such advancement of expenses shall be made under this Article EIGHTH if it is determined (in the manner described in Section 6) that (i) Indemnitee did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (ii) with respect to any criminal action or proceeding, Indemnitee had reasonable cause to believe his or her conduct was unlawful. Such undertaking shall be accepted without reference to the financial ability of Indemnitee to make such repayment.

6. Procedure for Indemnification and Advancement of Expenses. In order to obtain indemnification or advancement of expenses pursuant to Section 1, Section 2, Section 3 or Section 5 of this Article EIGHTH, an Indemnitee shall submit to the Corporation a written request. Any such indemnification and advancement of expenses shall be made promptly, and in any event within 60 days after receipt by the Corporation of the written request of Indemnitee, except in the case of a claim for an advancement of expenses, the applicable period shall be 30 days, unless (i) the Corporation has assumed the defense pursuant to Section 4 of this Article EIGHTH (and none of the circumstances described in Section 4 of this Article EIGHTH that would nonetheless entitle the Indemnitee to indemnification for the fees and expenses of separate counsel have occurred) or (ii) the Corporation determines within such applicable period that Indemnitee did not meet the applicable standard of conduct set forth in Section 1, Section 2 or Section 5 of this Article EIGHTH, as the case may be. Any such indemnification, unless ordered by a court, shall be made with respect to requests under Section 1 or Section 2 only as authorized in the specific case upon a determination by the Corporation that the indemnification of Indemnitee is proper because Indemnitee has met the applicable standard of conduct set forth in Section 1 or Section 2, as the case may be. Such determination shall be made in each instance (a) by a majority vote of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) by a committee of disinterested directors designated by majority vote of disinterested directors, whether or not a quorum, (c) if there are no disinterested directors, or if the disinterested directors so direct, by independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation) in a written opinion, or (d) by the stockholders of the Corporation.

7. Remedies. The right to indemnification or advancement of expenses as granted by this Article EIGHTH shall be enforceable by Indemnitee in any court of competent jurisdiction. Neither the failure of the Corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Corporation pursuant to Section 6 of this Article EIGHTH that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct. In any suit brought by Indemnitee to enforce a right to indemnification, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall have the burden of proving that Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article EIGHTH. Indemnitee's expenses (including attorneys' fees) reasonably incurred in connection with successfully establishing Indemnitee's right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the Corporation. Notwithstanding the foregoing, in any suit brought by Indemnitee to enforce a right to indemnification hereunder it shall be a defense that the Indemnitee has not met any applicable standard for indemnification set forth in the DGCL.

8. Limitations. Notwithstanding anything to the contrary in this Article EIGHTH, except as set forth in Section 7 of this Article EIGHTH, the Corporation shall not indemnify an Indemnitee pursuant to this Article EIGHTH in connection with a proceeding (or part thereof) initiated by such Indemnitee unless the initiation thereof was approved by the Board of Directors. Notwithstanding anything to the contrary in this Article EIGHTH, the Corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund indemnification payments to the Corporation to the extent of such insurance reimbursement.

9. Subsequent Amendment. No amendment, termination or repeal of this Article EIGHTH or of the relevant provisions of the DGCL or any other applicable laws, or the adoption of any other provision of this Certificate of Incorporation inconsistent with this Article EIGHTH, shall adversely affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal (except to the extent such amendment, termination or repeal permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto).

10. Other Rights. The indemnification and advancement of expenses provided by this Article EIGHTH shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), this Certificate of Incorporation, the Bylaws, an agreement or vote of stockholders or disinterested directors or otherwise, both as to action in Indemnitee's official capacity and as to action in any other capacity while holding office for the Corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administrators of Indemnitee. Nothing contained in this Article EIGHTH shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article EIGHTH. In addition, the Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article EIGHTH.

11. Partial Indemnification. If an Indemnitee is entitled under any provision of this Article EIGHTH to indemnification by the Corporation for some or a portion of the expenses (including attorneys' fees), liabilities, losses, judgments, fines (including excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974) or amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify Indemnitee for the portion of such expenses (including attorneys' fees), liabilities, losses, judgments, fines (including excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974) or amounts paid in settlement to which Indemnitee is entitled.

12. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

13. Savings Clause. If this Article EIGHTH or any portion hereof shall be held invalid, illegal or unenforceable on any ground whatsoever by any court of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Article EIGHTH shall not in any way be affected or impaired thereby; and (b) the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), liabilities, losses, judgments, fines (including excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974) and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article EIGHTH that shall not have been invalidated and to the fullest extent permitted by applicable law, provided that to the fullest extent possible, the provisions of this Article EIGHTH (including, without limitation, each such portion of this Article EIGHTH containing any such provisions held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

14. Definitions. Terms used herein and defined in Section 145(h) and Section 145(i) of the DGCL shall have the respective meanings assigned to such terms in such Section 145(h) and Section 145(i).

Exhibit 3.2

FOURTH AMENDED AND RESTATED BYLAWS OF

PACIRA BIOSCIENCES, INC.,

a Delaware corporation

ARTICLE I
Business Offices

SECTION 1.1. Pacira BioSciences, Inc., a Delaware corporation (the "Corporation"), shall have such offices either within or outside the State of Delaware and within or outside the United States, as the Board of Directors of the Corporation (the "Board of Directors") may from time to time determine or as the business of the Corporation may require.

ARTICLE II
Registered Offices and Registered Agents

SECTION 2.1. Delaware. The address of the registered office in the State of Delaware and the name of the initial registered agent of the Corporation at such address are set forth in the Certificate of Incorporation. The Corporation may, from time to time, designate a different address as its registered office or a different person as its registered agent, or both; provided, however, that such designation shall become effective upon the filing of a statement of such change with the Secretary of State of the State of Delaware as is required by law.

SECTION 2.2. Other Jurisdictions. In the event the Corporation desires to qualify to do business in one or more jurisdictions other than Delaware, the Corporation shall designate the location of the registered office in each such jurisdiction and designate the registered agent for service of process at such address in the manner provided by the law of the jurisdiction in which the Corporation elects to be qualified.

ARTICLE III
Meetings of Stockholders

SECTION 3.1. Place of Meetings. Meetings of the stockholders shall be held at such place, if any, either within or without the State of Delaware, as shall be designated from time to time by resolution of the Board of Directors and stated in the notice of the meeting.

SECTION 3.2. Annual Meeting. The annual meeting of the stockholders to elect a Board of Directors and transact other proper business shall be held at such place, if any, either within or without the State of Delaware, as shall be designated from time to time by resolution of the Board of Directors and stated in the notice of the meeting.

SECTION 3.3. Organization. Meetings of stockholders shall be presided over by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting. The chairman of the meeting shall announce at the meeting of stockholders the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote.

SECTION 3.4. Special Meetings. Special meetings of the stockholders shall be held when directed by the Board of Directors. The call for the meeting shall be issued by the Secretary, unless the Board of Directors shall designate another person to do so. The only business which may be conducted at a special meeting shall be the matter or matters set forth in the notice of such meeting.

SECTION 3.5. Notice. Written notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote in such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally, by first class mail or courier, or by facsimile, e-mail or other means of electronic transmission to each stockholder of record entitled to vote at such meeting. If mailed or sent via courier, such notice shall be deemed to be delivered when deposited in the United States mail or deposited with the courier, addressed to the stockholder at his or her address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

SECTION 3.6. Notice of Adjourned Meetings. When a meeting is adjourned to another time or place, the Corporation shall not be required to give any notice of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted that might have been transacted at the original meeting. If, however, the adjournment is for more than 30 days, or if after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given, as provided in Section 3.5 above, to each stockholder of record on the new record date entitled to vote at such meeting.

SECTION 3.7. Waiver of Notice. Whenever notice is required to be given to any stockholder, a waiver thereof in writing, signed by the person or persons entitled to such notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be the equivalent to the giving of such notice. Attendance by a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in the written waiver of notice, or any waiver by electronic transmission.

SECTION 3.8. Fixing Record Date.

(a) For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) For purposes of determining the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by the Delaware General Corporation Law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand, by certified or registered mail return receipt requested, or by courier. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the Delaware General Corporation Law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) For purposes of determining the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

SECTION 3.9. Record of Stockholders Having Voting Rights. The officer or agent having charge of the stock ledger book of the Corporation shall prepare and make, at least 10 days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order, and showing the address of each stockholder and the number and class and series, if any, of shares held by each stockholder. For a period of 10 days prior to such meeting, the list shall be open to the examination of any stockholder, for any purpose germane to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

SECTION 3.10. Stockholder Quorum. Except as otherwise required by law, by the Certificate of Incorporation or by these Bylaws, a majority of the shares entitled to vote, in person or represented by proxy, shall constitute a quorum at a meeting of stockholders. When a specified item of business is required to be voted on by a class or series of stock, a majority of the shares of such class or series, in person or represented by proxy, shall constitute a quorum for the transaction of such item of business by that class or series. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Where a separate vote by class or series is required, the affirmative vote of a plurality of shares of such class or series represented at the meeting shall be the act of such class unless the vote of a greater number is required by the Delaware General Corporation Law, the Certificate of Incorporation or these Bylaws**.**

After a quorum has been established at a stockholders' meeting, the subsequent withdrawal of stockholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

SECTION 3.11. Voting of Shares. Except as may otherwise be provided in the Delaware General Corporation Law, the Certificate of Incorporation or these Bylaws, any matter, other than the election of directors, brought before any meeting of stockholders shall be decided by the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the matter. A stockholder may vote either in person or by proxy executed in writing by the stockholder or his or her duly authorized attorney-in-fact.

SECTION 3.12. Proxies. Every stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting, or a stockholder's duly authorized attorney-in-fact, may authorize another person or persons to act for it/him/her by proxy. Every proxy must be signed by the stockholder or its, his or her attorney-in-fact. No proxy shall be valid after three years from its date, unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by delivering a proxy to the Secretary of the Corporation in accordance with applicable law and bearing a later date.

SECTION 3.13. Action by Stockholders Without a Meeting. Any action required to be taken or which may be taken at any annual or special meeting of stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, however, that no written consent shall be effective unless such consent (i) bears the date of signature by each stockholder signing such consent and (ii) is delivered to the Corporation within 60 days of the date on which the earliest consent was delivered to the Corporation. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. The consent of a stockholder to action taken without meeting may be in electronic form bearing the stockholder's electronic signature and delivered to the Corporation by e-mail or other electronic means to such address as is determined by or under the authority of the Board of Directors.

SECTION 3.14. Conduct of Meetings. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE IV
Directors

SECTION 4.1. Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws specifically reserved to the stockholders.

SECTION 4.2. Qualification. Directors need not be residents of Delaware or of the United States nor stockholders of the Corporation.

SECTION 4.3. Compensation. The Board of Directors shall have authority to fix the compensation of directors unless otherwise provided in the Certificate of Incorporation.

SECTION 4.4. Number. The number of directors of the Corporation shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors.

SECTION 4.5. Organization. The Board of Directors may, by majority vote, appoint from among its members a Chairman and a Vice Chairman. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in their absence by the Vice Chairman of the Board, if any, or in their absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in their absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 4.6. Election and Term. Each person named in the Certificate of Incorporation a member of the Board of Directors shall hold office until his or her successor shall have been elected and qualified or until his or her earlier resignation, removal or death.

SECTION 4.7. Resignation and Removal of Directors. A director may resign at any time upon written request or electronic transmission to the Corporation. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. Furthermore, any director or the entire Board of Directors may be removed, with or without cause, as provided in the Delaware General Corporation Law.

SECTION 4.8. Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the authorized number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors or by a sole remaining director. If there is more than one class or series of stock outstanding, vacancies of such classes or series may be filled by a majority of the directors elected by such class or series or by a sole remaining director. A director elected to fill a vacancy shall hold office only until the next election of directors by the stockholders.

SECTION 4.9. Quorum and Voting. A majority of the number of directors fixed by these Bylaws or by resolution of the Board of Directors shall constitute a quorum for the transaction of business. Except as otherwise provided in these Bylaws, the vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 4.10. Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate an Executive Committee from among its members and such other committees consisting of at least one director as determined by the Board of Directors from time to time. Each committee, to the extent provided in such authorizing resolution, shall have and may exercise all the power and authority of the Board of Directors in the management of the business and affairs of the Corporation, as limited by the laws of the State of Delaware.

The Board of Directors, by resolution adopted in accordance with this section, may designate one or more directors as alternate members of any such committee, who may act in the place and stead of any absent or disqualified member or members at any meeting of such committee. In the absence or disqualification of any member of any such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

SECTION 4.11. Place of Meetings. Regular and special meetings of the Board of Directors may be held within or outside the State of Delaware and within or outside the United States.

SECTION 4.12. Time, Notice and Call of Meetings. Regular meetings of the Board of Directors shall be held at such times thereafter as the Board of Directors may fix. No notice of regular directors' meetings shall be required.

Special meetings of the Board of Directors shall be held at such times as called by the President of the Corporation or any director. Written notice of the time and place of special meetings of the Board of Directors shall be given to each director either personally, or by facsimile, e-mail or other means of electronic transmission at least two days before the meeting, or by notice sent via first class mail or courier to each director at least five days before the meeting.

Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice, either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or conveyed, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

Members of the Board of Directors may participate in a meeting of such Board or of any committee designated by such Board by conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

SECTION 4.13. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all the members of the board or committee, as the case may be, consent thereto in writing or electronic transmission, and such writing or electronic transmission is filed with the minutes of the proceedings of the board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Such consent shall have the same effect as a unanimous vote.

SECTION 4.14. Director Conflicts of Interest. No contract or other transaction between the Corporation and one or more of its directors or between the Corporation and any other corporation, partnership, association or other organization in which one or more of the directors of the Corporation are directors or officers or are financially interested, shall be void or voidable solely because of such relationship or interest or solely because such director or directors are present at or participate in the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or solely because his or her or their votes are counted for such purpose, if:

(a) The material facts as to the director's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or committee, and the Board of Directors or committee in good faith authorizes, approves or ratifies the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to their relationship or interest and as to the contract or transaction are disclosed or known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation at the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board of Directors or the stockholders.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE V
Officers

SECTION 5.1. Officers. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary, and such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person.

SECTION 5.2. Duties. The officers of the Corporation shall have the following duties:

A. President. The President shall be the chief executive officer of the Corporation and shall have general and active management of the business and affairs of the Corporation, subject to the direction of the Board of Directors. If a Chairman of the Board is not elected or is absent, the President shall preside at all meetings of the Board of Directors and stockholders.

B. Vice President. Each Vice President shall, if one is appointed and in the absence or disability of the President, perform the duties and exercise the powers of the President. He or she also shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign him or her. If more than one Vice President is elected, one thereof may be designated as Executive Vice President and shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and each other Vice President shall only perform whatever duties and have whatever powers the Board of Directors may from time to time assign him or her.

C. Secretary and Assistant Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of the stockholders and directors. The Secretary may give all notices required by law and by these Bylaws. In addition, the Secretary shall have general charge of the corporate books and records and of the corporate seal, and he or she shall affix, or attest the affixing of, the corporate seal to any lawfully executed instrument requiring it. The Secretary shall have general charge of the stock transfer books of the Corporation and shall keep, at the registered or principal office of the Corporation, a record of the stockholders showing the name and address of each stockholder, and the number and class of the shares held by each. The Secretary shall sign such instruments as may require his or her signature and, in general, shall perform all duties as may be assigned to him or her from time to time by the Board of Directors. The Assistant Secretary, if one is appointed, shall render assistance to the Secretary in all the responsibilities described above.

D. Treasurer/Chief Financial Officer. The Treasurer/Chief Financial Officer, if one is elected, shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of stockholders, and shall perform such other duties as may be prescribed by the Board of Directors.

SECTION 5.3. Election and Term. The officers of the Corporation shall be appointed by the Board of Directors or appointed by an officer empowered by the Board to make such appointment. Such appointment by the Board of Directors may be made at any regular or special meeting of the Board. Each officer shall hold office for a period of one year or until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation.

SECTION 5.4. Duties of Officers May Be Delegated. In case any officer is absent, or for any other reason that the Board of Directors may deem sufficient, the President or the Board of Directors may delegate for the time being the powers or duties of such officer to any other officer or to any director.

SECTION 5.5. Removal of Officers. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause whenever, in its judgment, the best interests of the Corporation will be served thereby.

SECTION 5.6. Vacancies. Any vacancy, however occurring, in any office may be filled by the Board of Directors.

SECTION 5.7. Compensation. The compensation of all officers of the Corporation shall be fixed by the Board of Directors and may be changed from time to time by a majority vote of the Board of Directors. The fact that an officer is also a director shall not preclude such person from receiving compensation as either a director or officer, nor shall it affect the validity of any resolution by the Board of Directors fixing such compensation. The Board of Directors shall have authority to fix the salaries of all employees of the Corporation.

ARTICLE VI
Stock Certificates

SECTION 6.1. Authorized Issuance. The shares of stock of the Corporation shall be represented by certificates; provided that the Board of Directors may provide by resolution or resolutions that some or all of any class or series shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock. Shares may be issued only pursuant to a resolution adopted by the Board of Directors. No share shall be deemed issued until such share is fully paid.

SECTION 6.2. Signatures. Certificates representing shares in the Corporation shall be signed by or in the name of the Corporation by (i) the President or a Vice President, and (ii) the Secretary or an Assistant Secretary, or the Treasurer, and may be sealed with the seal of the Corporation or a facsimile thereof. Any or all the signatures on a certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

SECTION 6.3. Form. Certificates representing shares in the Corporation shall be in the form approved by the Board of Directors.

SECTION 6.4. Transfer of Stock. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and, in the case of certificated shares, upon the surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred. To the extent designated by the President or any Vice President or the Treasurer of the Corporation, the Corporation may recognize the transfer of fractional uncertificated shares, but shall not otherwise be required to recognize the transfer of fractional shares.

SECTION 6.5. Lost, Stolen or Destroyed Certificates. The Board of Directors may direct a new certificate or uncertificated shares to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the owner of the allegedly lost, stolen or destroyed certificate. When authorizing such issue of a new certificate or uncertificated shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen or destroyed certificate, or the owner's legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed or the issuance of such new certificate or uncertificated shares.

ARTICLE VII
Books and Records

The Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its stockholders, Board of Directors and committees of directors. The Corporation shall maintain, or cause to be maintained, a record of its stockholders, giving the names and addresses of all stockholders, and the number, class and series, if any, of the shares held by each.

Any books, records and minutes may be in written form or in any other form capable of being converted into clearly legible written form within a reasonable time.

ARTICLE VIII
Dividends

The Board of Directors may, from time to time, declare and the Corporation may pay dividends as permitted by law on its shares in cash, property or its own shares; provided, however that dividends may only be paid (i) out of the Corporation's surplus or (ii) in case there is no surplus, out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year.

ARTICLE IX
Corporate Seal

The Board of Directors may provide a corporate seal which shall have the name of the Corporation inscribed thereon, and may be a facsimile, engraved, printed, or an impression seal.

ARTICLE X
Amendment

These Bylaws may be amended, altered, changed, adopted and repealed or new bylaws adopted by the Board of Directors. In addition, the stockholders may make additional bylaws and may alter and repeal any Bylaws whether such Bylaws were originally adopted by them or otherwise.

ARTICLE XI
General Provisions

SECTION 11.1. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

SECTION 11.2. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

SECTION 11.3. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 11.4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors shall direct.

SECTION 11.5. Contracts. All contracts of the Corporation shall be executed on behalf of the Corporation by (a) the President or any Vice President, (b) such other officer or employee of the Corporation authorized in writing by the President, with such limitations or restrictions on such authority as he or she deems appropriate or (c) such other person as may be authorized by the Board of Directors or in accordance with duly adopted procedures.

SECTION 11.6. Counterpart Execution; Electronic Execution. Any document requiring the signature of the directors and/or stockholders may be executed in any number of counterparts with the same effect as if all of the required signatories had signed the same document. Such executions may be transmitted to the Corporation and/or the other directors and/or stockholders by facsimile, e-mail or other means of electronic transmission and such electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or electronic executions or a combination, shall be construed together and shall constitute one and the same agreement.

SECTION 11.7. Conflict with Applicable Law or Certificate of Incorporation of the Corporation. These Bylaws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

[*The remainder of this page was intentionally left blank.*]

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "**First Supplemental Indenture**"), dated as of November 17, 2026, between Pacira BioSciences, Inc., a Delaware corporation (the "**Issuer**"), and Computershare Trust Company, National Association, a national banking association and limited purpose trust company organized under the laws of the United States, as trustee (the "**Trustee**"), supplementing the Indenture dated as of May 14, 2024 (the indenture as so supplemented, the "**Indenture**").

RECITALS OF THE COMPANY

WHEREAS, the Issuer previously issued its 2.125% Convertible Senior Notes due 2029 (the "**Notes**") pursuant to the Indenture;

WHEREAS, on October 8, 2026, the Issuer entered into an Agreement and Plan of Merger (the "**Merger Agreement**"), by and among the Issuer, Viatris Inc., a Delaware corporation ("**Viatris**"), and Peach Purchaser Sub Inc., a Delaware corporation and wholly owned subsidiary of Viatris ("**Merger Sub**");

WHEREAS, pursuant to the Merger Agreement, Merger Sub commenced a tender offer, upon the terms and subject to the conditions set forth in the Offer to Purchase dated October 30, 2026 and in the related Letter of Transmittal filed by Merger Sub and Viatris with the U.S. Securities and Exchange Commission on October 30, 2026 (which, together with the Offer to Purchase, as amended or supplemented from time to time, collectively constitute the "**Offer**") to purchase all of the outstanding shares of common stock, par value $0.001 per share, of the Issuer (the "**Common Stock**") for $36.50 per share, in cash, net of applicable withholding taxes and without interest;

WHEREAS, on November 17, 2026, in accordance with the Offer, Merger Sub purchased all shares of Common Stock that had been validly tendered and not withdrawn;

WHEREAS, on November 17, 2026, pursuant to the Merger Agreement, Merger Sub merged with and into the Issuer, with the Issuer surviving as a wholly owned subsidiary of Viatris (the "**Merger**"), and each share of Common Stock issued and outstanding immediately prior to the effective time of the Merger (the "**Effective Time**") (other than certain excluded shares of Common Stock as described in the Merger Agreement) was converted into the right to receive $36.50 in cash, without interest and subject to applicable withholding taxes;

WHEREAS, the Merger, pursuant to which the Common Stock was converted solely into the right to receive cash, constitutes a Common Stock Change Event, a Make-Whole Fundamental Change and a Fundamental Change with respect to the Notes, and the Indenture provides that, prior to or at the Effective Time, the Issuer shall execute with the Trustee a supplemental indenture, permitted under Section 10.01(c) of the Indenture, providing that, from and after the Effective Time, the right to convert each $1,000 principal amount of Notes into shares of Common Stock shall be changed into a right to convert such principal amount of Notes into the kind and amount of Reference Property that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such Common Stock Change Event would have owned or been entitled to receive upon such Common Stock Change Event;

WHEREAS, Section 10.01(c) of the Indenture provides that the Issuer and the Trustee may enter into a supplemental indenture, without the consent of any Holder of the Notes, in connection with any Common Stock Change Event, to provide that the Notes are convertible into Reference Property and to make related changes to the terms of the Notes to the extent expressly required by Section 13.07 of the Indenture;

WHEREAS, as a result of the Merger, each unit of Reference Property consists of $36.50 in cash;

WHEREAS, because the holders of Common Stock receive only cash in the Merger, pursuant to Sections 13.03(b) and 13.07(a)(i) of the Indenture, for all conversions for which the relevant Conversion Date occurs after the Effective Time, the consideration due upon conversion of each $1,000 principal amount of Notes shall be solely cash in an amount equal to the Conversion Rate in effect on the Conversion Date (including any increase to reflect any Additional Shares pursuant to Section 13.03 of the Indenture), *multiplied by* $36.50;

WHEREAS, the Board of Directors has duly adopted resolutions authorizing the Company to execute and deliver this First Supplemental Indenture;

WHEREAS, the Company has requested that the Trustee execute and deliver this First Supplemental Indenture and the Trustee is authorized to execute and deliver this First Supplemental Indenture pursuant to Section 10.01 of the Indenture; and

WHEREAS, all conditions precedent provided for in the Indenture relating to the execution and delivery of this First Supplemental Indenture have been complied with or have been done or performed including, without limitation, the delivery to the Trustee of an Officer's Certificate pursuant to Sections 10.05 and 13.07(b) of the Indenture and an Opinion of Counsel pursuant to Section 10.05 of the Indenture.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

In consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the Issuer and the Trustee agree as follows for the equal and ratable benefit of the Holders of the Notes:

ARTICLE I
Terms

Section 1.01. *Definitions*. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

ARTICLE II
Amendments

Section 2.01. ***Conversion Right.*** In accordance with Section 13.07(a) of the Indenture, from and after the Effective Time, the right to convert each $1,000 principal amount of Notes into shares of Common Stock is hereby changed into a right to convert such principal amount of Notes solely into Reference Property, which shall be cash equal to $36.50 per $1,000 principal amount of Notes *multiplied by* the Conversion Rate in effect on the Conversion Date, (A) which in the case of a conversion in connection with a Make-Whole Fundamental Change as described in Section 13.03(a) of the Indenture will be cash equal to $1,103.8914 per $1,000 principal amount of Notes based on a Conversion Rate equal to (i) 25.2752 shares of Common Stock per $1,000 principal amount of Notes *plus* (ii) the Additional Shares of 4.9684 shares of Common Stock per $1,000 principal amount of Notes (as determined by reference to the table set forth in Section 13.03(e) of the Indenture based on the Effective Date of the Make-Whole Fundamental Change being November 17, 2026 and the Stock Price paid per share of the Common Stock in the Make-Whole Fundamental Change being $36.50), and (B) which in the case of a conversion at all other times when such Notes are convertible beginning immediately after the thirty-fifth (35th) Trading Day immediately after the Effective Date of the Make-Whole Fundamental Change as described in Section 13.03(a) of the Indenture will be cash equal to $922.5448 per $1,000 principal amount of Notes based on a Conversion Rate equal to 25.2752 shares of Common Stock per $1,000 principal amount of Notes. The Issuer shall satisfy the Conversion Obligation by paying cash to converting Holders on the tenth Business Day immediately following the relevant Conversion Date. Accordingly, any reference in respect of a Holder's conversion rights to a share of Common Stock in the Indenture shall be deemed a reference to a right to receive a cash amount equal to $36.50, and the provisions of the Indenture, as modified herein, shall continue to apply, *mutatis mutandis*, to the Holders' right to convert the Notes into Reference Property. For the avoidance of doubt, Holders shall not have the right to convert Notes into shares of Common Stock.

Section 2.02. *Last Reported Sale Price of the Common Stock*. With respect to any date from and after the Effective Time, the Last Reported Sale Price and Stock Price shall be $36.50, notwithstanding anything to the contrary in the Indenture.

ARTICLE III
Miscellaneous Provisions

Section 3.01. *Effectiveness; Construction*. This First Supplemental Indenture shall become effective upon its execution and delivery by the Issuer and the Trustee as of the date hereof. Upon such effectiveness, the Indenture shall be supplemented in accordance herewith. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby. The Indenture and this First Supplemental Indenture shall henceforth be read and construed together.

Section 3.02. *Indenture Remains in Full Force and Effect*. Except as supplemented hereby, all provisions in the Indenture shall remain in full force and effect.

Section 3.03. *Trustee Matters*. The Trustee accepts the Indenture, as supplemented hereby, and agrees to perform the same upon the terms and conditions set forth therein, as supplemented hereby. The Trustee shall be entitled to the benefit of every provision of the Indenture including, without limitation, any and all rights, benefits, privileges, protections, limitations of liability, immunities, and indemnities of the Trustee thereunder, whether or not elsewhere herein so provided. The recitals contained in this First Supplemental Indenture shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility and shall not be liable for their correctness. The Trustee makes no representation as to the validity or sufficiency of this First Supplemental Indenture.

Section 3.04. *No Third-Party Beneficiaries*. Nothing in this First Supplemental Indenture, expressed or implied, shall give to any Person, other than the parties to the Indenture, any Paying Agent, any Conversion Agent, any authenticating agent, any Security Registrar and their successors under the Indenture or the Holders of the Notes, any benefit or any legal or equitable right, remedy or claim under the Indenture, as supplemented hereby.

Section 3.05. *Severability*. In the event any provision of this First Supplemental Indenture shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 3.06. *Headings*. The Article and Section headings of this First Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part of this First Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 3.07. *Ratification of Indenture*. The Indenture, as supplemented by this First Supplemental Indenture, is in all respects ratified and confirmed, and this First Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein provided.

Section 3.08. *Successors*. All the covenants, stipulations, promises and agreements of the Issuer and the Trustee in this First Supplemental Indenture shall bind their respective successors and assigns whether so expressed or not.

Section 3.09. *Governing Law; Consent to Jurisdiction; Waiver of Jury Trial*. Sections 16.04 and 16.12 of the Indenture shall apply *mutatis mutandis* to this First Supplemental Indenture.

Section 3.10. *Counterpart Signatures*. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. This First Supplemental Indenture (or any document executed in connection with this First Supplemental Indenture) shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings and authentication of Certificates when required under the UCC or other Signature Law due to the character or intended character of the writings.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the date first written above.

PACIRA BIOSCIENCES, INC.

By: /s/ Kristen Williams
Name: Kristen Williams
Title: Chief Administrative Officer and Secretary

[Signature Page to First Supplemental Indenture]

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Peter Hosfield
Name: Peter Hosfield
Title: Assistant Vice President

[Signature Page to First Supplemental Indenture]

Exhibit 99.1

November 17, 2026

To: Holders of Pacira BioSciences, Inc.
2.125% Convertible Senior Notes due 2029 (CUSIP: 695127AJ9)

and

Computershare Trust Company, National Association
as Trustee, Paying Agent and Conversion Agent
Corporate Trust Office
1505 Energy Park Drive
St. Paul, MN 55108
Attn: Corporate Trust Services – Pacira BioSciences, Inc. Administrator

RE: NOTICE TO HOLDERS OF PACIRA BIOSCIENCES, INC. 2.125% CONVERTIBLE SENIOR NOTES DUE 2029 OF SUPPLEMENTAL INDENTURE, COMMON STOCK CHANGE EVENT, MAKE-WHOLE FUNDAMENTAL CHANGE, EXEMPTED FUNDAMENTAL CHANGE AND CONVERSION RIGHTS

Pacira BioSciences, Inc., a Delaware corporation (the "Company") and Computershare Trust Company, National Association, a national banking association and limited purpose trust company organized under the laws of the United States, as trustee (the "Trustee"), as paying agent (the "Paying Agent") and as conversion agent (the "Conversion Agent") executed that certain Indenture, dated as of May 14, 2024 (as so supplemented, the "Indenture"), concerning the 2.125% Convertible Senior Notes due 2029 (CUSIP: 695127AJ9) (the "Notes"). Capitalized terms used but not otherwise defined in this Notice have the meanings given to them in the Indenture. A copy of the Indenture was filed as Exhibit 4.1 to Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on May 14, 2024. The Trustee also serves as Paying Agent and Conversion Agent under the Indenture.

This Notice is being delivered to the Holders, the Trustee and the Conversion Agent for the Notes in accordance with Sections 13.01(b)(iii), 13.03, 13.07 and 14.05 of the Indenture in connection with the Merger (as defined below), the execution of the First Supplemental Indenture (as defined below), the resulting Common Stock Change Event, Make-Whole Fundamental Change and Fundamental Change, and the Company's reliance on Section 14.05 of the Indenture. This Notice does not constitute a Fundamental Change Company Notice under Section 14.01(c) of the Indenture, and the Company is not offering to repurchase, and will not repurchase, any Notes pursuant to Article 14 of the Indenture in connection with the Merger.

On October 8, 2026, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement"), by and among the Company, Viatris Inc., a Delaware corporation ("Parent"), and Peach Purchaser Sub Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Purchaser"). Pursuant and subject to the Merger Agreement, Parent and Purchaser commenced a tender offer (the "Offer") on October 30, 2026 to acquire all of the outstanding shares of Common Stock, at a purchase price of $36.50 in cash, without interest and subject to applicable withholding taxes (the "Offer Price"). The Offer was consummated on November 17, 2026 (the "Effective Date"), and following the consummation of the Offer, Purchaser was merged with and into the Company, with the Company continuing as the surviving corporation and a wholly owned subsidiary of Parent (the "Merger", and together with the Offer, the "Transaction"). At the effective time of the Merger (the "Effective Time"), each share of Common Stock then outstanding (other than the excluded shares and dissenting shares as described in the Merger Agreement) was converted into the right to receive the Offer Price (the "Merger Consideration").

The consummation of the Transaction constitutes a Common Stock Change Event, a Make-Whole Fundamental Change, a Fundamental Change and an Exempted Fundamental Change under the Indenture, each as of the Effective Date. As described below, the Indenture also provides that, as a result of the Common Stock Change Event, the Company and the Trustee were required to execute a supplemental indenture to change each Holder's right to convert each $1,000 principal amount of Notes into the right to convert each $1,000 principal amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (which in the case of the Merger will be cash, based on the Merger Consideration) that a Holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to the Effective Time of the Merger would have owned or been entitled to receive upon the Effective Time of the Merger (the "Reference Property"). The Company and the Trustee did enter into such a supplemental indenture (the "First Supplemental Indenture"), a copy of which is attached to this Notice as Exhibit A.

You should review this Notice carefully and consult with your financial and tax advisors. You must make your own decision as to whether or not to exercise your conversion rights (if at all) and, if so, the timing of the conversion and the amount of Notes to surrender or convert. None of the Company, Parent, Purchaser, Trustee, Paying Agent, Conversion Agent or any of their respective affiliates are making any representation or recommendation to any Holder as to whether Holders should elect to convert their Notes or take or decline taking any other action.

The First Supplemental Indenture

Pursuant to the First Supplemental Indenture, from and after the Effective Time, the right to convert each $1,000 principal amount of Notes into shares of Common Stock has been changed into a right to convert such principal amount of Notes solely into cash in an amount equal to $36.50 (which, for all purposes, shall be considered the last reported sale price) *multiplied by* the Conversion Rate in effect on the applicable Conversion Date, which for a limited period of time, will include an increase reflecting Additional Shares pursuant to Section 13.03 of the Indenture. For the avoidance of doubt, from and after the Effective Time, Holders do not have the right to convert Notes into shares of Common Stock or other securities of the Company.

The Company is relying on Section 14.05 of the Indenture in connection with the Merger. Accordingly, the Company is not required to send a Fundamental Change Notice pursuant to Section 14.01, or offer to repurchase or repurchase any Notes pursuant to Article 14.

As a result of the Make-Whole Fundamental Change, each Holder of the Notes will have the right to surrender the Holder's Notes for conversion. Additional Shares will be added to the Conversion Rate for Notes surrendered in connection with the Make-Whole Fundamental Change, pursuant to Section 13.03 of the Indenture.

Conversion Rights, Conversion Rate and Make-Whole Adjustment

The effective date of the Make-Whole Fundamental Change resulting from the consummation of the Offer and the Merger is the Effective Date. As a result of the Make-Whole Fundamental Change, a Holder may surrender its Notes for conversion at any time from or after the Effective Date, which is November 17, 2026, until 35 Trading Days after the Effective Date, which is January 8, 2027, pursuant to Section 13.01(b)(iii) of the Indenture. In accordance with Sections 2.01 of the First Supplemental Indenture and 13.02 of the Indenture, Holders who surrender their Notes for conversion from and after the Effective Time at any time when the Notes are convertible will receive cash in an amount equal to the Conversion Rate in effect immediately prior to the Effective Date of the Merger, *multiplied* by the Merger Consideration per share of $36.50, and will not receive any shares of the Common Stock.

Because the consummation of the Transaction constitutes a Make-Whole Fundamental Change, in accordance with Section 13.03 of the Indenture, the Conversion Rate for Notes surrendered for conversion any time beginning on November 17, 2026, the Effective Date of the Make-Whole Fundamental Change, until 5:00 p.m. (New York City time) on January 8, 2027, which is the thirty-fifth (35th) Trading Day immediately following the Effective Date), will be increased to the Make-Whole Conversion Rate as described below. During that period, Holders that validly surrender Notes for conversion in accordance with the Indenture will be entitled to receive $1,103.8914 in cash per $1,000 principal amount of Notes converted, based on the base Conversion Rate of 25.2752 shares of Common Stock per $1,000 principal amount of Notes *plus* 4.9684 Additional Shares per $1,000 principal amount of Notes.

Following the Make-Whole Fundamental Change conversion period described above, Holders that validly surrender Notes for conversion at any other time when the Notes are convertible under the Indenture will be entitled to receive $922.5448 in cash per $1,000 principal amount of Notes converted, based on the base Conversion Rate of 25.2752 shares of Common Stock per $1,000 principal amount of Notes. In either case, the Company will satisfy the Conversion Obligation by paying cash to converting Holders on the tenth (10th) Business Day immediately following the relevant Conversion Date. **The Conversion Rate after such period does not reflect any Additional Shares and, consequently, any Holder that surrenders their Notes for conversion after the Make-Whole Fundamental Change conversion period will receive less than they would have had they instead validly surrendered their Notes for conversion prior to the end of such period.**

Conversion Procedures

A Holder may convert a portion of a Note, but only if that portion is an integral multiple of $1,000 in principal amount. The Trustee has informed the Company that, as of the date of this Notice, the Depositary is the sole registered Holder of the Notes, all custodians and beneficial holders of the Notes hold the Notes through DTC accounts and there are no certificated Notes in non-global form. To convert a beneficial interest in a Note that is a Global Note, the beneficial owner must comply with the applicable procedures of the Depositary to cause to be delivered to the Conversion Agent through the facilities of the Depositary in accordance with the applicable procedures of the Depositary, the interest in the Global Note to be converted, accompanied by payment of any documentary, stamp or similar issue or transfer taxes, in accordance with Sections 13.02 of the Indenture. A Form of Notice of Conversion is included with the Indenture as Attachment 1.

The Trustee is acting as the Conversion Agent, and its address is as follows:

Computershare Trust Company, National Association
Corporate Trust Services
1505 Energy Park Drive
St. Paul, MN 55108
Email: #NACCTCPUCONVERSIONS@COMPUTERSHARE.COM

Backup Withholding

To avoid the application of a 24% backup withholding tax on any payments made to certain converting Holders (or other payees), each converting Holder (or other payee) should complete and provide an Internal Revenue Service ("IRS") Form W-9 (in the case of a Holder that is a U.S. person or resident alien for U.S. federal income tax purposes) or an IRS Form W-8BEN or other appropriate IRS Form W-8 (in the case of a Holder that is a non-U.S. person for U.S. federal income tax purposes).

General

None of the Company, Parent, Purchaser, the Trustee, the Paying Agent, the Conversion Agent or any of their respective affiliates or any other person will be under any duty to give notification of any defects or irregularities in tenders or conversions, or withdrawal of tenders, or incur any liability for failure to give any such notification.

Pacira BioSciences, Inc.

Exhibit A

FIRST SUPPLEMENTAL INDENTURE