

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL	
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1. Name and Address of Reporting Person* <u>Poletti Franco</u>			2. Date of Event Requiring Statement (Month/Day/Year) 08/01/2024		3. Issuer Name and Ticker or Trading Symbol <u>LivanoVA PLC [LIVN]</u>		
(Last)	(First)	(Middle)	4. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director <input checked="" type="checkbox"/> Officer (give title below) <u>President, Cardiopulmonary</u>			5. If Amendment, Date of Original Filed (Month/Day/Year)	
C/O LIVANOVA PLC 20 EASTBOURNE TERRACE			10% Owner Other (specify below)			6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person	
(Street)	(City)	(State)	(Zip)				
LONDON	X0	W2 6LA					

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
Ordinary Shares	6,667	D	

Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)	4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date				
Stock Appreciation Rights	(1)	03/30/2034	Ordinary Shares 4,706	55.94	D	
Stock Appreciation Rights	(2)	03/30/2033	Ordinary Shares 2,841	42.71	D	
Stock Appreciation Rights	(3)	03/30/2032	Ordinary Shares 1,658	82.04	D	
Stock Appreciation Rights	(4)	03/30/2031	Ordinary Shares 2,021	73.25	D	
Stock Appreciation Rights	(5)	03/30/2030	Ordinary Shares 3,357	43.57	D	
Stock Appreciation Rights	(6)	03/30/2029	Ordinary Shares 1,674	97.25	D	
Stock Appreciation Rights	(7)	03/15/2028	Ordinary Shares 2,036	88.38	D	
Stock Appreciation Rights	(8)	05/05/2027	Ordinary Shares 2,910	56.17	D	
Stock Appreciation Rights	(9)	03/11/2026	Ordinary Shares 2,140	57.6	D	
Restricted Stock Units	(10)	(10)	Ordinary Shares 2,234	(10)	D	
Restricted Stock Units	(11)	(11)	Ordinary Shares 1,934	(11)	D	
Restricted Stock Units	(12)	(12)	Ordinary Shares 975	(12)	D	
Restricted Stock Units	(13)	(13)	Ordinary Shares 343	(13)	D	
Restricted Stock Units	(14)	(14)	Ordinary Shares 201	(14)	D	
Performance Stock Units	(15)	(15)	Ordinary Shares 1,117	0	D	
Performance Stock Units	(16)	(16)	Ordinary Shares 1,117	0	D	
Performance Stock Units	(17)	(17)	Ordinary Shares 2,234	0	D	

Explanation of Responses:

- Reporting person was granted an award of stock appreciation rights ("SARs"). Subject to the terms and conditions of the LivanoVA PLC 2022 Incentive Award Plan (the "2022 Plan") and the award agreement, the SARs shall vest in equal installments of 25% on each of the first four anniversaries of the grant date, March 30, 2024.
- Reporting person was granted an award of SARs. Subject to the terms and conditions of the 2022 Plan and the award agreement, the SARs shall vest in equal installments of 25% on each of the first four anniversaries of the grant date, March 30, 2023.
- Reporting person was granted an award of SARs. Subject to the terms and conditions of the LivanoVA PLC 2015 Incentive Award Plan (the "2015 Plan") and the award agreement, the SARs shall vest in equal installments of 25% on each of the first four anniversaries of the grant date, March 30, 2022.
- Reporting person was granted an award of SARs. Subject to the terms and conditions of the 2015 Plan and the award agreement, the SARs shall vest in equal installments of 25% on each of the first four anniversaries of the grant date, March 30, 2021.
- Reporting person was granted an award of SARs. Subject to the terms and conditions of the 2015 Plan and the award agreement, the SARs vested in equal installments of 25% on each of the first four anniversaries of the grant date, March 30, 2020. These SARs are fully vested.
- Reporting person was granted an award of SARs. Subject to the terms and conditions of the 2015 Plan and the award agreement, the SARs vested in equal installments of 25% on each of the first four anniversaries of the grant date, March 30, 2019. These SARs are fully vested.
- Reporting person was granted an award of SARs. Subject to the terms and conditions of the 2015 Plan and the award agreement, the SARs vested in equal installments of 25% on each of the first four anniversaries of the grant date, March 15, 2018. These SARs are fully vested.
- Reporting person was granted an award of SARs. Subject to the terms and conditions of the 2015 Plan and the award agreement, the SARs vested in equal installments of 25% on each of the first four anniversaries of the grant date, May 5, 2017. These SARs are fully vested.
- Reporting person was granted an award of SARs. Subject to the terms and conditions of the 2015 Plan and the award agreement, the SARs vested in equal installments of 25% on each of the first four anniversaries of the grant date, March 11, 2016. These SARs are fully vested.
- Each restricted stock unit ("RSU") represents a contingent right to receive one ordinary share ("Ordinary Share") of LivanoVA PLC (the "Company"), GBP 1.00 par value, in accordance with the terms of the 2022 Plan and the award agreement. The reporting person was granted 2,234 RSUs on March 30, 2024, subject to a four-year vesting schedule, which begins on March 30, 2025. The unvested RSUs reported herein vest 25% on March 30, 2025, March 30, 2026, March 30, 2027, and March 30, 2028. The RSUs are subject to forfeiture prior to vesting in accordance with the terms of the 2022 Plan and the award agreement.
- Each RSU represents a contingent right to receive one Ordinary Share of the Company in accordance with the terms of the 2022 Plan and the award agreement. The reporting person was granted 1,934 RSUs on December 15, 2023, subject to a two-year vesting schedule, which begins on December 15, 2024. The unvested RSUs reported herein vest 50% on December 15, 2024 and December 15, 2025. The RSUs are subject to forfeiture prior to vesting in accordance with the terms of the 2022 Plan and the award agreement.
- Each RSU represents a contingent right to receive one Ordinary Share of the Company in accordance with the terms of the 2022 Plan and the award agreement. The reporting person was originally granted 1,300 RSUs on March 30, 2023, subject to a four-year vesting schedule, which began on March 30, 2024. The 975 unvested RSUs reported herein vest in equal installments on March 30, 2025, March 30, 2026, and March 30, 2027. The RSUs are subject to forfeiture prior to vesting in accordance with the terms of the 2022 Plan and the award agreement.
- Each RSU represents a contingent right to receive one Ordinary Share of the Company in accordance with the terms of the 2015 Plan and the award agreement. The reporting person was originally granted 687 RSUs on March 30, 2022, subject to a four-year vesting schedule, which began on March 30, 2023. The 343 unvested RSUs reported herein vest in equal installments on March 30, 2025 and March 30, 2026. The RSUs are subject to forfeiture prior to vesting in accordance with the terms of the 2015 Plan and the award agreement.
- Each RSU represents a contingent right to receive one Ordinary Share of the Company in accordance with the terms of the 2022 Plan and the award agreement. The reporting person was granted 804 RSUs on March 30, 2021, subject to a four-year vesting schedule, which began on March 30, 2022. The 201 unvested RSUs reported herein vest on March 30, 2025. The RSUs are subject to forfeiture prior to vesting in accordance with the terms of the 2015 Plan and the award agreement.
- Each performance stock unit ("PSU") represents a contingent right to receive one Ordinary Share of the Company in accordance with the terms and conditions of the 2022 Plan and the award agreement. On March 30, 2024, reporting person was granted PSUs to vest or lapse on March 30, 2027 based on how the Company's free cash flow ("FCF") for performance period 2024-2026 compared to a target determined by the 2022 Plan Administrator. The number included in column 3 of Table II reflects the target number of PSUs eligible for vesting subject to continued service during the vesting period and the award agreement.
- Each PSU represents a contingent right to receive one Ordinary Share of the Company in accordance with the terms and conditions of the 2022 Plan and the award agreement. On March 30, 2024, reporting person was granted PSUs to vest or lapse on March 30, 2027 based on how the Company's Return on Investment Capital ("ROIC") calculated for the performance period 2024-2026 compares to a target determined by the 2022 Plan Administrator. The number included in column 3 of Table II reflects the target number of PSUs eligible for vesting subject to continued service during the vesting period and the award agreement.
- Each PSU represents a contingent right to receive one Ordinary Share of the Company in accordance with the terms and conditions of the 2022 Plan and the award agreement. On March 30, 2024, reporting person was granted PSUs to vest or lapse on March 30, 2027 based on the Company's total shareholder return ("TSR") for the three-year period beginning on January 1, 2024 and ending December 31, 2026 relative to the total shareholder return of a peer group of companies, as determined by the 2022 Plan Administrator. The number included in column 3 of Table II reflects the target number of PSUs eligible for vesting subject to continued service during the vesting period and the award agreement.

Remarks:

Exhibit List: Ex 24 - Power of Attorney

/s/ Sarah K. Mohr, Attorney-in-Fact

08/09/2024

** Signature of Reporting Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that the undersigned, **Franco Poletti**, hereby constitutes and appoints Michael Hutchinson, Sarah K. Mohr and Samuel Torres of LivaNova PLC, a public limited company organized under the laws of England and Wales (the "Company"), and each of them acting individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as a director or officer of the Company, Forms 3 and 4 (including amendments thereto) in accordance with Section 16(a) of the Securities Exchange Act of 1934 and the rules and regulations thereunder and a Form ID, Uniform Application for Access Codes to File on EDGAR;
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and executed any such Forms 3 or 4 or Form ID and timely file such forms (including amendments thereto) and application with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 16 of the Securities Exchange Act of 1934.

The undersigned agrees that each such attorney-in-fact herein may rely entirely on information furnished orally or in writing by the undersigned to such attorney-in-fact. The undersigned also agrees to indemnify and hold harmless the Company and each such attorney-in-fact against any losses, claims, damages or liabilities (or actions in these respects) that arise out of or are based upon any untrue statements or omission of necessary facts in the information provided by the undersigned to such attorney-in-fact for purposes of executing, acknowledging, delivering or filing Forms 3 or 4 (including amendments thereto) or Form ID and agrees to reimburse the Company and such attorney-in-fact for any legal or other expenses reasonably incurred in connection with investigating or defending against any such loss, claim, damage, liability or action.

This Power of Attorney supersedes any power of attorney previously executed by the undersigned regarding the purposes outlined in the first paragraph hereof, and the authority of the attorneys-in-fact named in any such power of attorney is hereby revoked.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Forms 3, 4 and 5 with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this July 18, 2024.

By: /s/ Franco Poletti
Franco Poletti

