

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

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	
OMB Number:	3235-0287
Estimated average burden hours per response:	0.5

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

1. Name and Address of Reporting Person* <u>Skeffington Keyna Pidcock</u>			2. Issuer Name and Ticker or Trading Symbol <u>LivaNova PLC [ LIVN ]</u>			5. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director _____ 10% Owner _____ Officer (give title below) _____ Other (specify below) _____ <b>General Counsel</b>		
(Last)	(First)	(Middle)	3. Date of Earliest Transaction (Month/Day/Year) <u>03/30/2020</u>			6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person <input type="checkbox"/> Form filed by More than One Reporting Person		
20 EASTBOURNE TERRACE			4. If Amendment, Date of Original Filed (Month/Day/Year)					
(Street)	<u>LONDON</u>	<u>X0</u>	<u>W2 6LG</u>					
(City)	(State)	(Zip)						

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Ordinary Shares	03/30/2020		M		579	A	\$0 <sup>(1)</sup>	2,489	D	
Ordinary Shares	03/30/2020		F		273 <sup>(2)</sup>	D	\$45.75	2,216	D	

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

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	V	(A)	(D)	Date Exercisable	Expiration Date					
Restricted Stock Units	(3)	03/30/2020		M		579	(4)	(4)	Ordinary Shares	579	\$0	14,148	D	
Restricted Stock Units	(3)	03/30/2020		A		5,737	(5)	(5)	Ordinary Shares	5,737	\$0	19,885	D	
Performance Stock Units	(6)	03/30/2020		A		5,737	(7)	(7)	Ordinary Shares	5,737	\$0	25,622	D	
Performance Stock Units	(6)	03/30/2020		A		5,737	(8)	(8)	Ordinary Shares	5,737	\$0	31,359	D	
Stock Appreciation Rights	(9)	03/30/2020		A		15,703	(10)	(10)	Ordinary Shares	15,703	\$0	43,986	D	

Explanation of Responses:

- Reporting person had vested restricted stock units (RSUs) settled in ordinary shares (Ordinary Share(s)) of LivaNova PLC (the Company), GBP 1.00 par value.
- The referenced shares were withheld from distribution at the request of reporting person to satisfy tax liability.
- Each RSU represents a contingent right to receive one Ordinary Share of the Company, GBP 1.00 par value, in accordance with the terms of the LivaNova PLC 2015 Incentive Award Plan (the Plan) and the award agreement.
- Reporting person was granted RSUs subject to a four-year vesting schedule, vesting 25% on each of the first four anniversaries of March 30, 2019, subject to continued service during the vesting period and the award agreement.
- Reporting person was granted RSUs subject to a four-year vesting schedule, vesting 25% on each of the first four anniversaries of March 30, 2020, subject to continued service during the vesting period 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 of the Plan and the award agreement.
- On March 30, 2020, reporting person was granted 5,737 PSUs to vest or lapse on the filing of the Company's Annual Report on Form 10-K for the fiscal year ending December 31, 2022 ("2022 Form 10-K") based on the rank of the Company's total shareholder return for the three-year period ending December 31, 2022 relative to the total shareholder return of a peer group of companies, as determined by the Plan Administrator. The form of agreement for this award was filed with the Securities and Exchange Commission in a Current Report on Form 8-K on April 1, 2019. The number included in column 5 of Table II reflects the target number of PSUs eligible for vesting.
- On March 30, 2020, reporting person was granted 5,737 PSUs to vest or lapse on the filing of the Company's 2022 Form 10-K for the fiscal year ending December 31, 2022 based on how the Company's cumulative adjusted free cash flow for fiscal years 2020, 2021 and 2022 compares to a target determined by the Plan Administrator. The form of agreement for this award was filed with the Securities and Exchange Commission on April 1, 2019. The number included in column 5 of Table II reflects the target number of PSUs eligible for vesting.
- \$43.57 Conversion or Exercise Price of Derivative Security.
- Reporting person was granted an award of stock appreciation rights ("SARs"). Subject to the terms and conditions of the Plan and the SAR Agreement, the SARs shall vest in equal installments of 25% on each of the first four anniversaries of the grant date, March 30, 2020.

Remarks:

/s/ Sarah K. Mohr, POA 04/01/2020  
\*\* 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 4 (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 hereby constitutes and appoints each of (i) the Chief Executive Officer of LivaNova PLC, a public limited company organized under the laws of England and Wales (the "Company"), who is currently Damien McDonald, (ii) the Company's Chief Financial Officer, who is currently Thad Huston, (iii) the Company's Company Secretary, who is currently Catherine Moroz, and any Deputy Company Secretary or internal counsel to the Company, and (iv) the Company's Chief Administrative Officer, who is currently David S. Wise, and their respective successors, signing singly, 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 or 4 with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier (a) revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact or (b) superseded by a new power of attorney regarding the purposes outlined the first paragraph hereof dated as of a later date.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 18th day of July, 2017.

/s/ Keyna Skeffington \_\_\_\_\_  
Keyna Skeffington