

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION at COVINGTON

INDIANA STATE DISTRICT COUNCIL OF)	Civil Action No. 2:06-cv-00026-WOB-CJS
LABORERS AND HOD CARRIERS)	(Consolidated)
PENSION AND WELFARE FUND, On)	
Behalf of Itself and All Others Similarly)	<u>CLASS ACTION</u>
Situated,)	
)	
Plaintiff,)	
)	
vs.)	
)	
OMNICARE, INC., et al.,)	
)	
Defendants.)	
)	

STIPULATION OF SETTLEMENT

This Stipulation of Settlement, dated as of February 5, 2019 (the “Stipulation”), is made and entered into by and among the following parties (the “Settling Parties”) to the above-captioned litigation (the “Litigation”): (i) Lead Plaintiff Laborers District Council Construction Industry Pension Fund (“Laborers Pension Fund”) and named plaintiff Cement Masons Local 526 Combined Funds (“Cement Masons”) (collectively, “Plaintiffs”), on behalf of themselves and each of the Settlement Class Members, by and through their counsel of record in the Litigation; and (ii) Omnicare, Inc. (“Omnicare” or the “Company”), Joel F. Gemunder, David W. Froesel, Jr., Cheryl D. Hodges, and Sandra E. Laney (collectively, “Defendants”), by and through their counsel of record in the Litigation. This Stipulation is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims, upon and subject to the terms and conditions hereof and subject to the approval of the United States District Court for the Eastern District of Kentucky, Northern Division (the “Court”).

I. THE LITIGATION

This matter is pending before the Honorable William O. Bertelsman in the United States District Court for the Eastern District of Kentucky, Northern Division. Plaintiffs allege that Defendants violated Section 11 of the Securities Act of 1933 by making false and misleading statements in the Registration Statement and Prospectus issued in connection with Omnicare’s public offering of 12,825,000 shares on or about December 12, 2005. Defendants have denied all allegations of wrongdoing. In 2015, Omnicare was acquired by CVS Health Corporation in a transaction valued at \$12.7 billion. In connection with the transaction, Omnicare’s shareholders received \$98 per share in cash. As a result of the transaction, Omnicare no longer has any public shareholders.

The initial complaint in this action was filed on February 2, 2006 (*see* ECF No. 1), and Laborers Pension Fund was appointed lead plaintiff on May 22, 2006. ECF No. 22. The original

complaint asserted claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”). After being granted leave to amend the Consolidated Complaint (ECF No. 51), Plaintiffs’ First Amended Consolidated Complaint (“FAC”) – with Cement Masons added as a named plaintiff – was filed on January 26, 2007. ECF No. 52. In addition to the Exchange Act claims, the FAC also for the first time asserted a claim for violation of Section 11 of the Securities Act of 1933.

On October 12, 2007, Defendants’ motion to dismiss the FAC in its entirety was granted. ECF No. 93. Plaintiffs subsequently appealed the dismissal order, and on October 21, 2009, the Sixth Circuit affirmed the District Court’s dismissal of the Exchange Act claims, but reversed and remanded with respect to the Section 11 claim. *See Ind. State Dist. Council of Laborers v. Omnicare, Inc.*, 583 F.3d 935 (6th Cir. 2009) (“*Omnicare I*”). On July 14, 2011, Plaintiffs filed their Second Amended Consolidated Complaint (“SAC”) (ECF No. 134). The lone claim asserted in the SAC, which was later dismissed on February 13, 2012, was a claim under Section 11. ECF No. 148. Plaintiffs appealed the dismissal of the SAC, and, on May 28, 2013, the Sixth Circuit again partially reversed the dismissal order. *See Ind. State Dist. Council v. Omnicare, Inc.*, 719 F.3d 498 (6th Cir. 2013) (“*Omnicare II*”). After the *Omnicare II* decision, Defendants sought and were granted the issuance of a *writ of certiorari* by the United States Supreme Court. *See Omnicare, Inc. v. Laborers Dist. Council Constr. Indus. Pension Fund*, 134 S. Ct. 1490 (2014). Following briefing, oral argument was held before the Supreme Court on November 3, 2014. On March 24, 2015, the Supreme Court delivered its opinion, reversing and remanding *Omnicare II* to address the Court’s newly-announced standard for pleading actionable false and/or misleading opinions pursuant to Section 11. *See Omnicare, Inc. v. Laborers Dist. Council Constr. Indus. Pension Fund*, 135 S. Ct. 1318 (2015).

After remand to the Sixth Circuit, and then eventually to this Court, Plaintiffs filed their Third Amended Consolidated Complaint (“TAC”). ECF No. 199. The TAC, which was likewise limited to a claim for violation of Section 11, expressly disclaimed the existence of any fraudulent intent by Defendants in connection with Omnicare’s December 2005 offering. Defendants moved to dismiss the TAC. The Court held a hearing on August 23, 2016, and in a subsequent order filed the next day, denied Defendants’ motion to dismiss. ECF No. 209. Discovery in the case commenced promptly thereafter.

By the time the parties agreed to settle this matter, the parties had completed substantial non-expert discovery, including production and review of over 964,510 documents (4,098,000 pages) and nine fact depositions (with another 15 depositions scheduled to occur). The parties had also completed class certification discovery, including five depositions related to class certification, and had completed briefing on Plaintiffs’ motion for class certification. Also pending before the Court when a settlement was achieved was Plaintiffs’ motion to compel discovery from certain of Omnicare’s outside counsel during the relevant time frame, which motion was fully briefed by July 16, 2018. The parties had also engaged various expert witnesses who had undertaken substantial work in connection with both class certification and merits issues.

On June 8, 2017, the parties participated in a mediation session with the assistance of the Honorable Layn R. Phillips (Ret.), and on September 24, 2018, the parties participated in a mediation with Magistrate Judge J. Gregory Wehrman. In advance of these sessions, the parties submitted detailed descriptions of their case and defenses, and voluminous collections of the evidence in support of their arguments. The parties, with the assistance of Judge Phillips and

Magistrate Judge Wehrman, engaged in protracted negotiations before reaching agreement to resolve this matter upon the terms set forth herein.

II. CLAIMS OF THE SETTLEMENT CLASS AND BENEFITS OF SETTLEMENT

Plaintiffs believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports those claims. Plaintiffs also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. In particular, Plaintiffs understand that, following discovery, the case was likely to become the subject of a summary judgment motion by Defendants that, with the possibility of further appeals, may have taken years to finally resolve. Plaintiffs also are mindful of the inherent problems of proof under and possible defenses to the claims asserted in the Litigation. Lead Counsel believes that the Settlement set forth in this Stipulation confers substantial benefits upon the Settlement Class, particularly considering the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through trial as well as potential post-trial proceedings, including appeals. Based on their evaluation, Plaintiffs and Lead Counsel have determined that the Settlement set forth in this Stipulation is in the best interests of the Settlement Class, and that the Settlement provided for herein is fair, reasonable and adequate.

III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny each and all of the claims and contentions alleged by Plaintiffs in the Litigation and maintain that they have meritorious defenses. Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Litigation. More specifically, Defendants contend that the

Registration Statement and Prospectus issued in connection with Omnicare's December 2005 offering contained no materially false or misleading statements regarding Omnicare's compliance with applicable law and regulations or otherwise, and have also asserted that none of the decline in the price of Omnicare's common stock following the offering was attributable to any corrective disclosure or admission by Omnicare that its pharmaceutical practices were not in material compliance with applicable laws and regulations. Defendants' decision to settle the Litigation is based on the conclusion that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation, and that it would be beneficial to avoid lengthy, distracting and time-consuming litigation, and the burden, inconvenience and expense connected therewith, and the uncertainty and risks inherent in any litigation, especially in complex cases like this Litigation. As set forth herein, neither this Stipulation nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement constitutes an admission or finding of wrongful conduct, acts, or omissions by Defendants.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (for themselves and on behalf of the Settlement Class Members) and Defendants, by and through their respective counsel of record, that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice, upon and subject to the terms and conditions of this Stipulation, as follows:

1. Definitions

As used in this Stipulation the following terms have the meanings specified below:

1.1 “Authorized Claimant” means any Settlement Class Member whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

1.2 “Claims Administrator” means the firm of Gilardi & Co. LLC.

1.3 “Defendants” means Omnicare, Inc., Joel F. Gemunder, David W. Froesel, Jr., Cheryl D. Hodges, and Sandra E. Laney.

1.4 “Defendants’ Released Claims” means all claims, demands, losses, rights, and causes of action of any nature whatsoever (including Unknown Claims as defined below), whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, common or foreign law, or any other law, rule or regulation, which now exist, or heretofore have existed, that have been or could have been asserted in the Litigation or any forum by the Released Persons or any of them against Plaintiffs, Settlement Class Members, or Plaintiffs’ Counsel, that arise out of or relate in any way to the institution, prosecution, resolution, or settlement of the Released Claims and/or the Litigation against the Released Persons, except for claims related to the enforcement of the Settlement.

1.5 “Effective Date” means the first date by which all of the events and conditions specified in ¶7.1 of this Stipulation have been met and have occurred.

1.6 “Escrow Agent” means Robbins Geller Rudman & Dowd LLP or its successor(s).

1.7 “Final” means when the last of the following with respect to the Order and Final Judgment, substantially in the form of Exhibit B attached hereto, shall occur: (i) the expiration of three (3) business days after the time for the filing of any motion to alter or amend the Order and Final Judgment under Federal Rule of Civil Procedure 59(e) without any such motion having been filed; (ii) the expiration of the time for the filing or noticing of any appeal from the Order and Final Judgment without any appeal having been filed; and (iii) if such motion to alter or

amend is filed or if an appeal is filed or noticed, then immediately after the determination of that motion or appeal so that the Order and Final Judgment is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise, and in such a manner as to permit the consummation of the Settlement in accordance with the terms and conditions of this Stipulation. For purposes of this paragraph, an appeal shall include any petition for a rehearing or for a writ of certiorari or other writ that may be filed in connection with the approval or disapproval of this Settlement. An appeal and a motion to alter or amend the Order and Final Judgment shall not include any motion to alter or amend or appeal that concerns only the issue of attorneys' fees and expenses, a payment to Plaintiffs pursuant to 15 U.S.C. §77z-1(a)(4), or the Plan of Allocation. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any plan of allocation and/or application for attorneys' fees or expenses and/or any 15 U.S.C. §77z-1(a)(4) award to Plaintiffs shall not in any way delay or preclude the Order and Final Judgment from becoming Final.

1.8 "Final Approval Hearing" means the hearing to determine whether the proposed Settlement embodied by this Stipulation is fair, reasonable, and adequate to the Settlement Class, and whether the Court should (i) enter an Order and Final Judgment approving the proposed Settlement, (ii) approve the Plan of Allocation of Settlement proceeds, and (iii) award attorneys' fees and expenses to Lead Counsel and award Plaintiffs an amount pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class.

1.9 "Lead Counsel" means Robbins Geller Rudman & Dowd LLP or its successor(s).

1.10 "Liaison Counsel" means Murphy Landen Jones PLLC or its successor(s).

1.11 “Order and Final Judgment” means the judgment to be rendered by the Court, substantially in the form attached hereto as Exhibit B.

1.12 “Person” means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and all of their respective spouses, heirs, beneficiaries, executors, administrators, predecessors, successors, agents, representatives, attorneys, or assignees.

1.13 “Plaintiffs” means Lead Plaintiff Laborers District Council Construction Industry Pension Fund and named plaintiff Cement Masons Local 526 Combined Funds.

1.14 “Plaintiffs’ Counsel” means Lead Counsel, Liaison Counsel and any other counsel who have represented one or more Plaintiffs in the Litigation.

1.15 “Plan of Allocation” means a plan or formula for the allocation of the Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys’ fees, expenses (including an award to Plaintiffs pursuant to 15 U.S.C. §77z-1(a)(4)), and interest as may be awarded by the Court. Any Plan of Allocation is not part of this Stipulation, and Defendants and their Related Parties shall have no responsibility or liability with respect thereto.

1.16 “Preliminary Approval Order” means the order described in ¶3.1 hereof.

1.17 “Related Parties” means, with respect to each Released Person, the spouses, immediate family members, heirs, executors, administrators, estates, trustees, current and former

parents, subsidiaries, divisions, affiliates, predecessors, successors, joint venturers, principals, partners, directors, officers, employees, controlling shareholders, attorneys, auditors, accountants, investment bankers, underwriters, consultants, insurers, reinsurers, agents and representatives of each of them, any person or entity which is or was related or affiliated with any Released Person or in which any Released Person has a controlling interest, and the respective present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, joint venturers, principals, partners, directors, officers, employees, controlling shareholders, attorneys, auditors, accountants, investment bankers, underwriters, consultants, insurers, reinsurers, agents and representatives of each of the foregoing.

1.18 “Released Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims (including Unknown Claims as defined below), and causes of action of every nature and description whatsoever, in law or equity, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, and whether class and/or individual in nature, concerning, based on, arising out of, relating to or in connection with both: (i) the purchase or other acquisition of Omnicare common stock by Plaintiffs or any Settlement Class Member pursuant and/or traceable to the Registration Statement and Prospectus for the Company’s December 12, 2005 offering; and (ii) any of the allegations, transactions, acts, facts, matters, occurrences, disclosures, statements, SEC filings, representations, omissions, or events that were or could have been alleged or asserted in the Litigation. Released Claims do not include claims to enforce the Settlement.

1.19 “Released Persons” means each and all of the Defendants and their Related Parties.

1.20 “Settlement” means the settlement of the Litigation as set forth in this Stipulation.

1.21 “Settlement Amount” means the principal amount of \$20,000,000, to be paid pursuant to ¶2.1 of this Stipulation.

1.22 “Settlement Class” means all Persons who purchased or otherwise acquired the common stock of Omnicare, Inc. pursuant and/or traceable to its December 12, 2005 public offering. Excluded from the Settlement Class are Defendants, the officers and directors of the Company at the time of the offering, members of their immediate families and their legal representatives, heirs, successors, or assigns of any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the Notice of Pendency and Proposed Settlement of Class Action to be sent to Settlement Class Members pursuant to the Preliminary Approval Order.

1.23 “Settlement Class Member” or “Settlement Class Members” means any Person who falls within the definition of the Settlement Class as set forth in ¶1.22 of this Stipulation.

1.24 “Settlement Fund” means the Settlement Amount plus any interest that may accrue thereon.

1.25 “Settling Parties” means, collectively, each of the Defendants and Plaintiffs on behalf of themselves and each of the Settlement Class Members.

1.26 “Stipulation” means this Stipulation of Settlement, including the recitals and Exhibits hereto.

1.27 “Supplemental Agreement” means the agreement described in ¶7.4.

1.28 “Taxes” means all taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund as described in ¶2.8.

1.29 “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of taxes or the preparation of tax returns and related documents, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in ¶2.8.

1.30 “Unknown Claims” means any of the Released Claims which Plaintiffs or any Settlement Class Member does not know or suspect to exist in such party’s favor at the time of the release of the Released Persons, and any of the Defendants’ Released Claims that the Released Persons do not know or suspect to exist in his, her or its favor at the time of the release of Plaintiffs, each and all of the Settlement Class Members and Plaintiffs’ Counsel, which, if known by such party, might have affected such party’s settlement with and release of the Released Persons or Plaintiffs, each and all of the Settlement Class Members and Plaintiffs’ Counsel, or might have affected such party’s decision not to object to this Settlement. With respect to any and all Released Claims and the Defendants’ Released Claims, upon the Effective Date, Plaintiffs and Defendants shall expressly, and each of the Settlement Class Members and Released Persons shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs and Defendants shall expressly, and each of the Settlement Class Members and Released Persons shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Plaintiffs, Settlement Class Members,

and the Released Persons may hereafter discover facts, legal theories, or authorities in addition to or different from those which such party now knows or believes to be true with respect to the subject matter of the Released Claims and the Defendants' Released Claims, but Plaintiffs and Defendants shall expressly, and each Settlement Class Member and Released Person, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, or the Defendants' Released Claims, as the case may be, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiffs and Defendants acknowledge, and the Settlement Class Members and Released Persons shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release of Unknown Claims is a part.

2. The Settlement

a. The Settlement Fund

2.1 In consideration of the terms of this Stipulation, Defendants shall cause Twenty Million Dollars (\$20,000,000) to be paid or deposited into the account maintained by the Escrow Agent ("Escrow Account") by no later than thirty (30) calendar days following the later of: (a) the filing of an order by the Court preliminarily approving the Settlement and providing for notice, or (b) the receipt by Defendants' counsel of the information necessary to effectuate a transfer of funds to the Escrow Account, including wiring instructions that include the bank name and ABA routing number, account name and number, and a signed W-9 reflecting a valid

taxpayer identification number for the qualified settlement fund in which the Settlement Amount is to be deposited.

b. The Escrow Agent

2.2 The Escrow Agent will invest the Settlement Fund created pursuant to ¶2.1 hereof only in instruments backed by the full faith and credit of the United States Government or an agency thereof, or fully insured by the United States Government or an agency thereof, and will reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund, and neither Defendants nor their Related Parties shall have any responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent.

2.3 The Escrow Agent shall not disburse the Settlement Fund or any portion thereof except pursuant to: (i) this Stipulation; (ii) an order of the Court; or (iii) prior written agreement of counsel for Defendants and Lead Counsel.

2.4 The Escrow Agent is authorized to execute such transactions on behalf of the Settlement Class Members as are consistent with the terms of this Stipulation.

2.5 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to this Stipulation and/or further order(s) of the Court.

2.6 The Escrow Agent may pay from the Settlement Fund the costs and expenses reasonably and actually incurred in connection with providing notice to members of the Settlement Class, mailing the Notice of Pendency and Proposed Settlement of Class Action (the

“Notice”) and Proof of Claim and Release form and publishing notice (such amount shall include, without limitation, the actual costs of publication, printing and mailing the Notice, and reimbursement to nominee owners for forwarding the Notice to their beneficial owners), soliciting Settlement Class claims, assisting with the filing of claims, administering and distributing the Net Settlement Fund (defined below in ¶5.2(d)) to Authorized Claimants, processing Proof of Claim and Release forms, and paying escrow fees and costs, if any, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims (“Notice and Administration Costs”), notwithstanding the fact that certain of those costs will be incurred prior to the occurrence of the Effective Date. In the event that the Settlement does not become Final, any money reasonably paid or reasonably incurred for the above purposes, including any related fees, shall not be returned or repaid to Defendants or their insurers. At the request of Defendants’ counsel, the Escrow Agent or its designees shall apply for any tax refund owed on the amounts in the Escrow Account and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to the Person(s) that made the deposits or as otherwise directed.

2.7 Neither Defendants nor their Related Parties are responsible for any fees and expenses reasonably and actually incurred in connection with providing notice to the Settlement Class, locating Settlement Class Members, assisting with the filing of claims, administering and distributing the Net Settlement Fund to Authorized Claimants, processing Proof of Claim and Release forms, or paying escrow fees and costs, nor shall they be liable for any claims with respect thereto.

c. Taxes

2.8 (a) The Settling Parties and their counsel agree that the Settlement Fund is intended to be and should be treated as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶2.8, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under §1.468B of the Internal Revenue Code of 1986, as amended (the “Code”). It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of §1.468B of the Code and the Treasury regulations promulgated thereunder, the Escrow Agent shall be designated as the “administrator” of the Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶2.8(a) hereof) shall be consistent with this ¶2.8 and in all events shall reflect that all Taxes as defined in ¶1.28 hereof (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.8(c) hereof.

(c) All: (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon any Released Person with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a

“qualified settlement fund” for federal or state income tax purposes; and (b) Tax Expenses and costs incurred in connection with the operation and implementation of this ¶2.8 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶2.8), shall be paid out of the Settlement Fund. In no event shall any Released Person have any responsibility for or liability with respect to the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amount, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); any Released Persons are not responsible therefor nor shall they have any liability with respect thereto. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶2.8.

d. Termination of Settlement

2.9 In the event that the Settlement is not approved, or this Stipulation is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event the Order and Final Judgment is reversed or vacated following any appeal taken therefrom, or is successfully collaterally attacked, the Settlement Fund, less expenses properly and actually incurred or due and owing from the Settlement Fund for the Notice and Administration Costs of the Settlement pursuant to ¶2.6 above and Taxes and Tax Expenses pursuant to ¶2.8 above, shall be refunded in accordance with the instructions to be provided by counsel for Defendants within

ten (10) business days of the availability of the monies from the investments authorized herein or as otherwise agreed upon in writing by counsel for Defendants.

3. Preliminary Approval Order and Final Approval Hearing

3.1 Promptly after execution of this Stipulation, Plaintiffs shall submit this Stipulation together with its Exhibits to the Court, and Lead Counsel shall apply for entry of the Preliminary Approval Order, substantially in the form and content of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement set forth in this Stipulation, certification of the Settlement Class for settlement purposes only, approval for the mailing of the Notice and the Proof of Claim and Release form, substantially in the forms of Exhibits A-1 and A-2 attached hereto, and approval of the publication of a Summary Notice, substantially in the form of Exhibit A-3 attached hereto, or such other substantially similar form agreed to by the Settling Parties.

3.2 Lead Counsel will request that the Court hold the Final Approval Hearing and finally approve the Settlement as set forth herein. At or after the Final Approval Hearing, Lead Counsel also will request that the Court approve the proposed Plan of Allocation as well as the Fee and Expense Application.

3.3 Defendants shall be responsible for the expense and timely service of any notice that might be required pursuant to the Class Action Fairness Act, 28 U.S.C. §1715 (“CAFA”), including by mailing out any required CAFA notice within ten (10) calendar days of the filing of this Stipulation with the Court. Defendants shall promptly inform Lead Counsel that such timely mailing has occurred.

4. Releases

4.1 Upon the Effective Date, as defined in ¶1.5 hereof, Plaintiffs shall, and each and all of the Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever remised, released, relinquished, and

discharged all Released Claims (including, without limitation, Unknown Claims) against the Released Persons, regardless of whether such Settlement Class Member executes and delivers the Proof of Claim and Release form. Claims relating to the enforcement of the Settlement shall not be released.

4.2 Upon the Effective Date, as defined in ¶1.5 hereof, Plaintiffs and each and all of the Settlement Class Members are forever barred and enjoined from commencing, instituting, or continuing to prosecute any action or proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the Released Claims against any or all of the Released Persons.

4.3 The Proof of Claim and Release to be executed by Settlement Class Members shall release all Released Claims against the Released Persons and shall be substantially in the form contained in Exhibit A-2 attached hereto.

4.4 Upon the Effective Date, as defined in ¶1.5 hereof, each of the Released Persons shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' Counsel from all Defendants' Released Claims, and shall forever be enjoined from prosecuting such claims. Claims relating to the enforcement of the Settlement shall not be released.

5. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of Settlement Fund

5.1 The Claims Administrator, subject to such supervision and direction of the Court and/or Lead Counsel, as set forth below, shall administer and calculate the claims submitted by Settlement Class Members and shall oversee distribution of the Net Settlement Fund (defined below) to Authorized Claimants.

5.2 The Settlement Fund shall be applied as follows:

- (a) to pay the Notice and Administration Costs;
- (b) to pay the Taxes and Tax Expenses;
- (c) to pay Plaintiffs' Counsel's Court-approved attorneys' fees and expenses

with interest thereon (the "Fee and Expense Award") and Plaintiffs an award pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class, if and to the extent allowed by the Court; and

(d) to distribute the balance of the Settlement Fund, that is, the Settlement Fund less the items set forth in ¶5.2(a), (b) and (c) hereof plus all accrued interest (the "Net Settlement Fund") to Authorized Claimants as allowed by this Stipulation, the Plan of Allocation, and/or the Court.

5.3 Upon the Effective Date and thereafter, and in accordance with the terms of this Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the terms of this Stipulation.

5.4 Each Settlement Class Member shall be required to submit a Proof of Claim and Release form signed under penalty of perjury, substantially in a form approved by the Court, supported by such documents as are designated therein, including proof of the transactions claimed, and such other documents or proof as the Claims Administrator, in its discretion, deems acceptable.

5.5 All Proof of Claim and Release forms must be submitted by the date specified in the Notice unless such period is extended by order of the Court. Any Settlement Class Member who fails to submit a Proof of Claim and Release form by such date shall be forever barred from

receiving any payment pursuant to this Stipulation (unless, by order of the Court, a later-submitted Proof of Claim and Release form by such Settlement Class Member is approved, or a later-submitted Proof of Claim and Release form is otherwise allowed), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Litigation and the releases provided for herein, and will be barred from bringing any action against the Released Persons concerning the Released Claims. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not the obligation) to accept for processing late submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No person shall have any claim against Plaintiffs, Lead Counsel or the Claims Administrator by reason of the decision to exercise such discretion whether to accept late submitted claims.

5.6 Each Person who submits a Proof of Claim and Release form shall be deemed to have submitted to the jurisdiction of the Court with respect to the Person's claim to the Net Settlement Fund.

5.7 Except for Defendants' obligation to cause payment of the Settlement Amount into the Escrow Account as set forth herein, the Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to the investment or distribution of the Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith.

5.8 No Person shall have any claim against Plaintiffs, the Escrow Agent, Plaintiffs' Counsel, the Claims Administrator, any Released Person or counsel for Defendants based on

distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

5.9 In order for a Settlement Class Member to continue to be an Authorized Claimant entitled to receive a distribution from the Net Settlement Fund, such Settlement Class Member must cash such distribution within the time period prescribed on such payment. No Settlement Class Member has an interest in the Net Settlement Fund until cashing a distribution from the Net Settlement Fund, and any Settlement Class Member who fails to cash such distribution within the prescribed time period shall be forever barred from receiving any further distributions pursuant to this Stipulation. The Claims Administrator shall make reasonable efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions within the prescribed period, following which any balance remaining in the Net Settlement Fund shall be re-distributed, if feasible, among Authorized Claimants who have cashed their payments in connection with prior distributions of the Net Settlement Fund, in an equitable and economical fashion. These redistributions shall be repeated to remaining Authorized Claimants until such distributions equal the aggregate Recognized Loss Amounts (as defined and calculated in the Plan of Allocation) of all Authorized Claimants.

5.10 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of this Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this

Stipulation or affect the finality of the Court's Order and Final Judgment approving this Stipulation and the Settlement set forth therein, or any other orders entered pursuant to this Stipulation.

6. Plaintiffs' Counsel's Attorneys' Fees and Expenses

6.1 Lead Counsel may submit an application (the "Fee and Expense Application") for distributions to it from the Settlement Fund for: (a) an award of attorneys' fees; (b) payment of expenses or charges resulting from the prosecution of the Litigation; and (c) any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund. In addition, each of the Plaintiffs intend to request an amount to be paid from the Settlement Fund pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class. Lead Counsel reserves the right to make additional applications for access to the Settlement Fund for fees and expenses incurred.

6.2 The Fee and Expense Award shall be paid to Lead Counsel from the Settlement Fund, as ordered, immediately after the Court executes an order awarding such fees and expenses, notwithstanding the existence of any appeal or potential for appeal thereof. Lead Counsel shall thereafter allocate, subject to the conditions below, the attorneys' fees amongst Plaintiffs' Counsel in a manner in which it in good faith believes reflects the contributions of such counsel to the initiation, prosecution and/or resolution of the Litigation. In the event that the Effective Date of the Settlement does not occur, or the Order and Final Judgment or the Fee and Expense Award is reversed or modified, or this Stipulation is canceled or terminated for any other reason by a final judgment or order not subject to further review, and in the event that the Fee and Expense Award has been paid to any extent, then Plaintiffs' Counsel shall, within thirty (30) calendar days, be jointly and severally obligated to repay to the Escrow Account either the full amount of the fees and expenses or that portion of the fees and/or expenses that results from

the reversal or modification, including accrued interest at the same rate as is earned by the Settlement Fund. Each such Plaintiffs' Counsel's law firm, as a condition of receiving such fees and expenses, on behalf of itself and each partner, shareholder or member of it, agrees that the law firm and its partners, shareholders, and/or members are subject to the jurisdiction of the Court for the purposes of enforcing the provisions of this paragraph.

6.3 Any appeal from any order relating to the Fee and Expense Application or reversal or modification thereof shall not operate to terminate or cancel this Stipulation or affect or delay the finality of the Order and Final Judgment approving the Settlement set forth herein.

6.4 The Released Persons shall have no responsibility for, and no liability whatsoever with respect to, any payment to Plaintiffs, Plaintiffs' Counsel or any other counsel or Person who receives payment from the Settlement Fund.

6.5 The Released Persons shall have no responsibility for, and no liability whatsoever with respect to, the allocation among Plaintiffs' Counsel and/or any other Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Litigation.

7. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

7.1 The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events, and it will be the date upon which the last in time of the following events occurs:

(a) Defendants have made or caused the contributions to be made to the Escrow Account, as required by ¶2.1 above;

(b) the Court has entered the Preliminary Approval Order, as required by ¶3.1 hereof;

(c) the Settling Parties have not exercised their respective options to terminate this Stipulation pursuant to ¶¶7.3 and 7.4 hereof;

(d) the Court has approved the Settlement, following notice to the Settlement Class Members and the Final Approval Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure;

(e) the Court has entered the Order and Final Judgment, or a judgment substantially in the form of Exhibit B attached hereto; and

(f) the Order and Final Judgment has become Final, as defined in ¶1.7 hereof.

7.2 If all of the conditions specified in ¶7.1 hereof are not met, then this Stipulation shall be canceled and terminated subject to ¶7.5 hereof unless Lead Counsel and counsel for Defendants mutually agree in writing to proceed with the Settlement.

7.3 The Settling Parties shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to all other parties hereto within thirty (30) calendar days of: (a) the Court’s declining to enter the Preliminary Approval Order in any material respect; (b) the Court’s refusal to approve the Settlement or any material part of it; (c) the Court’s declining to enter the Order and Final Judgment in any material respect; (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court and that decision is Final; (e) as otherwise set forth in the Settling Parties’ Supplemental Agreement, as provided below; or (f) the Effective Date not otherwise occurring. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys’ fees, expenses, and interest awarded by the Court to Plaintiffs or Plaintiffs’ Counsel shall constitute grounds for cancellation or termination of the Settlement.

7.4 If prior to the Final Approval Hearing, the value of valid claims pursuant to the Plan of Allocation by Persons who would otherwise be members of the Settlement Class, but who request exclusion from the Settlement Class, exceeds the amount specified in a separate supplemental agreement (“Supplemental Agreement”) between the Settling Parties, Defendants shall have the option to terminate this Stipulation in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement and all of its terms are hereby incorporated into this Stipulation (and vice versa); however, the Supplemental Agreement will not be filed with the Court unless and until a dispute among the Settling Parties concerning its interpretation or application arises. If required by the Court, the Supplemental Agreement and/or any of its terms may be disclosed *in camera* to the Court for purposes of approval of the Settlement, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the Court so as to preserve the confidentiality of the Supplemental Agreement. Copies of all requests for exclusion received and copies of all written revocations of requests for exclusion received shall be simultaneously sent to counsel for Defendants and to Lead Counsel within a reasonable time of receipt by the Claims Administrator. The Claims Administrator shall provide Lead Counsel and Defendants’ counsel with the calculated value of all valid opt-outs received seven (7) calendar days after the opt-out deadline.

7.5 In the event that the Settlement is not approved by the Court or is terminated or fails to become effective in accordance with the terms of this Stipulation, the Settling Parties shall be restored to their respective positions in the Litigation as of October 3, 2018. In such event, the terms and provisions of this Stipulation, with the exception of ¶¶2.6-2.9, 6.2 and 7.5-7.6 hereof, shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order

entered by the Court in accordance with the terms of this Stipulation, including with respect to the propriety of class certification, shall be treated as vacated, *nunc pro tunc*.

7.6 If the Effective Date does not occur, or if this Stipulation is terminated pursuant to its terms, neither Plaintiffs nor Plaintiffs' Counsel shall have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund for Notice and Administration Costs pursuant to ¶2.6 or Taxes and Tax Expenses pursuant to ¶2.8 hereof. In addition, any expenses already incurred and properly chargeable to the Settlement Fund for Notice and Administration Costs pursuant to ¶2.6 or Taxes and Tax Expenses pursuant to ¶2.8 hereof at the time of such termination or cancellation, but which have not been paid, shall be paid by the Escrow Agent in accordance with the terms of this Stipulation prior to the balance being refunded in accordance with ¶2.9 hereof.

7.7 In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Settlement Fund, or any portion thereof, by or on behalf of any Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Settlement Fund by or on behalf of any other Defendant, then, at the election of Lead Counsel, as to the Defendant as to whom such order applies, the Settlement may be terminated and the releases given and the Judgment entered in favor of such Defendant pursuant to the Settlement shall be null and void. In such instance, the releases given and the Judgments entered in favor of other Defendants shall remain in full force and effect. Alternatively, Lead Counsel may elect to terminate the entire Settlement as to all Defendants and all of the releases given and the

Judgments entered in favor of the Defendants pursuant to the Settlement shall be null and void and Plaintiffs may proceed as if the Settlement were never entered into.

8. No Admission of Wrongdoing

8.1 Neither the Settlement nor Defendants' execution of this Stipulation, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement, shall constitute an admission by any Released Person: (i) of the validity or infirmity of any Released Claim, of any allegation made in the action, or of any wrongdoing, violation of law or liability whatsoever; or (ii) that recovery could be had in any amount should the action not be settled. Defendants vigorously deny any wrongdoing and liability and maintain that their conduct at all times was legal and proper. Neither this Stipulation, nor any term hereof, may be offered into evidence in any proceeding or used in any manner as an admission or implication of liability or fault on the part of Defendants or any other Person, all of which is expressly denied.

8.2 Plaintiffs' execution of this Stipulation does not constitute an admission by Plaintiffs: (i) of the lack of any wrongdoing, violation of law or liability on behalf of any Defendant whatsoever; or (ii) that recovery could not be had should the action not be settled. Neither this Stipulation, nor any term hereof, may be offered into evidence in any proceeding or used in any manner as an admission or concession by Plaintiffs that Defendants have not engaged in any wrongdoing or that their conduct was at all times legal and proper.

9. Miscellaneous Provisions

9.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this agreement, (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation, and (c) agree to exercise their best efforts and to act in good faith to accomplish the foregoing terms and conditions of this Stipulation.

9.2 This Stipulation, the Exhibits attached hereto, and the Supplemental Agreement constitute the entire agreement between the Settling Parties as to the subject matter hereof and supersede any prior or contemporaneous written or oral agreements or understandings between the Settling Parties. No representations, warranties, or inducements have been made to any party concerning this Stipulation, its Exhibits, or the Supplemental Agreement other than the representations, warranties and covenants contained and memorialized in such documents.

9.3 Except as otherwise provided for herein, each party shall bear his, her or its own costs in connection with the Settlement and Litigation.

9.4 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises all claims that were contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties agree, and the Order and Final Judgment will contain a finding, that during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure. The Settling Parties agree that the amount paid to the Escrow Account and the other terms of the Settlement were negotiated at arm's-length in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

9.5 This Stipulation, whether or not consummated, and any negotiations, discussions, or proceedings in connection herewith shall not be:

(a) offered against any Released Person as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Person of the truth of any fact alleged by the Settlement Class Members, the validity of any claim that has been or could have been asserted in the Litigation, the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault, or wrongdoing of any Released Person;

(b) offered against any Released Person as evidence of a presumption, concession, admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Released Person;

(c) offered against any Released Person as evidence of a presumption, concession, or admissibility of any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Stipulation, in any other civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that any Released Person may file this Stipulation and/or the Order and Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. In addition, nothing contained in this paragraph shall prevent this Stipulation (or any agreement or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate this Stipulation (or any agreement or order relating thereto) or the Order and Final Judgment, or to enforce or effectuate provisions of the Settlement, the Order and Final Judgment, or the Proofs of Claim and Release as to any Released Person; or

(d) construed against any Released Person as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial.

9.6 Except as otherwise provided for herein, all agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Stipulation.

9.7 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

9.8 This Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

9.9 Each counsel or other Person executing this Stipulation or any of its Exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms.

9.10 This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

9.11 This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

9.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and the Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.

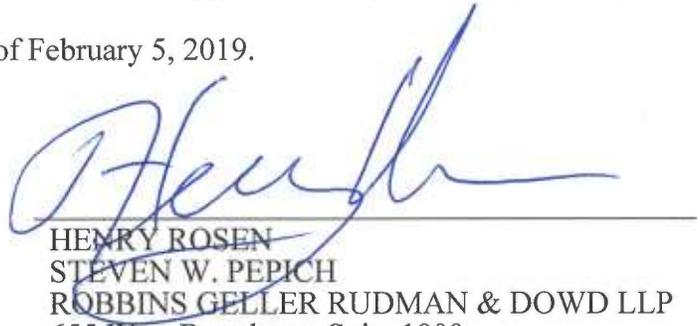
9.13 The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver by any other party or a waiver of any other prior or subsequent breach of this Stipulation.

9.14 This Stipulation and the Exhibits attached hereto and the Supplemental Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Kentucky, and the rights and obligations of the parties to this Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Kentucky without giving effect to that State's choice-of-law principles.

9.15 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

9.16 This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties and the Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, dated as of February 5, 2019.



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EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION at COVINGTON

INDIANA STATE DISTRICT COUNCIL OF)	Civil Action No. 2:06-cv-00026-WOB-CJS
LABORERS AND HOD CARRIERS)	(Consolidated)
PENSION AND WELFARE FUND, On)	
Behalf of Itself and All Others Similarly)	<u>CLASS ACTION</u>
Situated,)	
)	
Plaintiff,)	
)	
vs.)	
)	
OMNICARE, INC., et al.,)	
)	
Defendants.)	
)	

[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT
AND PROVIDING FOR NOTICE

EXHIBIT A

WHEREAS, an action pending before this Court is styled *Indiana State District Council of Laborers and Hod Carriers Pension and Welfare Fund v. Omnicare, Inc.*, No. 2:06-cv-00026-WOB (E.D. Ky.) (the “Litigation”);

WHEREAS, Plaintiffs having made a motion, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Litigation, in accordance with a Stipulation of Settlement, dated as of February 5, 2019 (the “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Litigation between the Settling Parties and for dismissal of the Litigation against the Released Persons with prejudice upon the terms and conditions set forth therein; and the Court having read and considered (1) the motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith, and (2) the Stipulation and the Exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Stipulation and does hereby preliminarily approve the Settlement set forth therein as fair, reasonable and adequate, subject to further consideration at the Final Approval Hearing described below.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for purposes of this Settlement only, the Litigation is hereby preliminarily certified as a class action on behalf of all Persons who purchased or otherwise acquired the common stock of Omnicare, Inc. (“Omnicare” or the “Company”) pursuant and/or traceable to its December 12, 2005 public offering. Excluded from the Settlement Class are Defendants, the officers and directors of the Company at the

time of the offering, members of their immediate families and their legal representatives, heirs, successors, or assigns of any entity in which Defendants have or had a controlling interest.

3. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the requirements described below and in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”) to be sent to Settlement Class Members pursuant to this Order.

4. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class Members; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs and Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Plaintiffs are preliminarily certified as class representatives and Lead Counsel Robbins Geller Rudman & Dowd LLP is preliminarily certified as class counsel.

6. The Court preliminarily finds that the proposed Settlement should be approved as: (i) it is the result of serious, extensive arm’s-length and non-collusive negotiations; (ii) falling within a range of reasonableness warranting final approval; (iii) having no obvious deficiencies; and (iv) warranting notice of the proposed Settlement to Settlement Class Members and further consideration of the Settlement at the fairness hearing described below.

7. A hearing shall be held before this Court on _____, 2019, at _____.m. [a date that is approximately 100 calendar days from the date of this Order] (the “Final Approval Hearing”), at the United States District Court for the Eastern District of Kentucky, Northern Division, 35 W. 5th Street, Covington, Kentucky 41011, to determine whether the proposed Settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate to the Settlement Class and should be approved by the Court; to determine whether an Order and Final Judgment as provided in ¶1.11 of the Stipulation should be entered; to determine whether the proposed Plan of Allocation should be approved; to determine the amount of attorneys’ fees and expenses that should be awarded to Plaintiffs’ Counsel; to determine any award to Plaintiffs pursuant to 15 U.S.C. §77z-1(a)(4); to hear any objections by Settlement Class Members to: (i) the Settlement or Plan of Allocation; (ii) the award of attorneys’ fees and expenses to Plaintiffs’ Counsel; and (iii) the awards to Plaintiffs pursuant to 15 U.S.C. §77z-1(a)(4); and to consider such other matters the Court deems appropriate. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class.

8. The Court approves the form, substance, and requirements of the Notice of Pendency and Proposed Settlement of Class Action (“Notice”) and Proof of Claim and Release form (“Proof of Claim”), substantially in the forms annexed hereto as Exhibits A-1 and A-2, respectively.

9. The Court approves the form of the Summary Notice, substantially in the form annexed hereto as Exhibit A-3.

10. The firm of Gilardi & Co. LLC (“Claims Administrator”) is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below.

11. Not later than _____, 2019 [a date ten (10) calendar days after the Court signs and enters this Order] (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice and Proof of Claim, substantially in the forms annexed hereto, to be mailed by First-Class Mail to all Settlement Class Members who can be identified with reasonable effort and to be posted on its website at www.OmnicareSecuritiesSettlement.com.

12. Not later than _____, 2019 [a date ten (10) calendar days after the Notice Date], the Claims Administrator shall cause the Summary Notice to be published once in *The Wall Street Journal*, and once over a national newswire service.

13. At least seven (7) calendar days prior to the Final Approval Hearing, Lead Counsel shall serve on Defendants’ counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

14. Nominees who purchased or otherwise acquired shares of Omnicare common stock pursuant and/or traceable to the Registration Statement and Prospectus for the Company’s December 12, 2005 public offering for the benefit of another Person during such time period shall be requested to send the Notice and Proof of Claim to such beneficial owners of Omnicare common stock within ten (10) calendar days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim to such beneficial owners.

15. The form and content of the notice program described herein and the methods set forth herein for notifying the Settlement Class of the Settlement and its terms and conditions, the Fee and Expense Application, and the Plan of Allocation meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 and due process,

constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

16. All fees, costs, and expenses incurred in identifying and notifying members of the Settlement Class shall be paid from the Settlement Fund and in no event shall any of the Released Persons bear any responsibility for such fees, costs, or expenses.

17. All Settlement Class Members (except Persons who request exclusion pursuant to ¶20 below) shall be bound by all determinations and judgments in the Litigation concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable to the Settlement Class, regardless of whether such Persons seek or obtain by any means, including, without limitation, by submitting a Proof of Claim or any similar document, any distribution from the Settlement Fund or the Net Settlement Fund.

18. Settlement Class Members who wish to participate in the Settlement shall complete and submit a Proof of Claim in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim must be postmarked or submitted electronically no later than _____, 2019 [a date ninety (90) calendar days from the Notice Date]. Any Settlement Class Member who does not submit a Proof of Claim within the time provided shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court, but shall nevertheless be bound by any final judgment entered by the Court. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not the obligation) to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund is not materially delayed thereby. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel or the Claims Administrator by reason of the decision to exercise such discretion whether to accept late submitted claims.

19. Any member of the Settlement Class may enter an appearance in the Litigation, at his, her, or its own expense, individually or through counsel of his, her, or its own choice. If they do not enter an appearance, they will be represented by Lead Counsel.

20. Any Person falling within the definition of the Settlement Class may, upon request, be excluded or “opt out” from the Settlement Class. Any such Person must submit to the Claims Administrator a request for exclusion (“Request for Exclusion”), by First-Class Mail, postmarked no later than _____, 2019 [a date twenty-one (21) calendar days prior to the Final Approval Hearing]. A Request for Exclusion must be signed and state: (a) the name, address, and telephone number of the Person requesting exclusion; (b) all of the Person’s purchases or acquisitions of Omnicare common stock pursuant and/or traceable to the Registration Statement and Prospectus for the Company’s December 12, 2005 public offering and the sale of those shares, including the number of shares of Omnicare common stock purchased or acquired, the dates and the number of those shares sold, and the price received for each such sale; and (c) that the Person wishes to be excluded from the Settlement Class. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or any final judgment.

21. The Claims Administrator shall cause to be provided simultaneously to Lead Counsel and Defendants’ counsel copies of all Requests for Exclusion, and any written revocation of Requests for Exclusion, as expeditiously as possible.

22. Any member of the Settlement Class may appear at the Final Approval Hearing and object if he, she, or it has any reason why the proposed Settlement of the Litigation should not be approved as fair, reasonable and adequate, or why a judgment should not be entered thereon, why the

Plan of Allocation should not be approved, or why fees, costs, and expenses should not be awarded to Plaintiffs' Counsel or Plaintiffs; provided, however, that no Settlement Class Member or any other Person shall be heard at the Final Approval Hearing or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, or the order approving the Plan of Allocation, or any fees and expenses to be awarded to Plaintiffs' Counsel or Plaintiffs, unless the Person objecting has filed said written objections and copies of any papers and briefs with the Clerk of the United States District Court for the Eastern District of Kentucky, Northern Division and mailed copies thereof by first-class mail to Robbins Geller Rudman & Dowd LLP, Henry Rosen, 655 West Broadway, Suite 1900, San Diego, CA 92101, and Winston & Strawn LLP, John E. Schreiber, 333 S. Grand Avenue, Los Angeles, CA 90071, no later than _____, 2019 [a date twenty-one (21) calendar days prior to the Final Approval Hearing]. Any member of the Settlement Class who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the proposed Settlement as incorporated in the Stipulation, to the Plan of Allocation, or to the award of fees, costs and expenses to Plaintiffs' Counsel or Plaintiffs, unless otherwise ordered by the Court. Attendance at the Final Approval Hearing is not necessary. However, Persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of fees, costs, and expenses are required to indicate in their written objection their intention to appear at the hearing. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

23. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis*, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

24. All papers in support of the Settlement, Plan of Allocation, and any application by Plaintiffs' Counsel for attorneys' fees and expenses and payment to Plaintiffs pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class shall be filed and served no later than _____, 2019 [a date thirty-five (35) calendar days prior to the Final Approval Hearing], and any reply papers shall be filed and served no later than _____, 2019 [a date seven (7) calendar days prior to the Final Approval Hearing].

25. The Released Persons shall have no responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted by Plaintiffs' Counsel or Plaintiffs, and such matters will be considered by the Court separately from the fairness, reasonableness, and adequacy of the Settlement.

26. At or after the Final Approval Hearing, the Court shall determine whether the Plan of Allocation proposed by Lead Counsel, and any application for attorneys' fees and expenses, should be approved. The Court reserves the right to enter the Order and Final Judgment approving the Settlement regardless of whether it has approved the Plan or Allocation or awarded attorneys' fees and/or expenses.

27. All reasonable expenses incurred in identifying and notifying Settlement Class Members as well as administering the Settlement Fund shall be paid as set forth in the Stipulation. In the event the Court does not approve the Settlement, or it otherwise fails to become effective, neither Plaintiffs nor Plaintiffs' Counsel nor the Claims Administrator shall have any obligation to

repay any amounts actually and properly incurred or disbursed pursuant to ¶¶2.6 or 2.8 of the Stipulation.

28. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations, discussions, proceedings connected with it, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement may be construed as an admission or concession by the Defendants or any other Released Persons of the truth of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind, or offered or received in evidence, or otherwise used by any person in the Litigation, or in any other action or proceeding, whether civil, criminal, or administrative, in any court, administrative agency, or other tribunal, except in connection with any proceeding to enforce the terms of the Stipulation. The Released Persons, Plaintiffs, Settlement Class Members, and each of their counsel may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

29. All proceedings in the Litigation are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, neither the Plaintiffs nor any Settlement Class Member, either directly, representatively, or in any other capacity shall commence or prosecute against any of the Released Persons any action or proceeding in any court or tribunal asserting any of the Released Claims.

30. The Court reserves the right to alter the time or the date of the Final Approval Hearing without further notice to Settlement Class Members, and retains jurisdiction to consider all

further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

31. If the Settlement fails to become effective as defined in the Stipulation or is terminated, then, in any such event, the Stipulation, including any amendment(s) thereof, except as expressly provided in the Stipulation, and this Order shall be null and void, of no further force or effect, and without prejudice to any Settling Party, and may not be introduced as evidence or used in any actions or proceedings by any person or entity against the Settling Parties, and they shall be deemed to have reverted to their respective litigation positions as of October 3, 2018.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE WILLIAM O. BERTELSMAN
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION at COVINGTON

INDIANA STATE DISTRICT COUNCIL OF)	Civil Action No. 2:06-cv-00026-WOB-CJS
LABORERS AND HOD CARRIERS)	(Consolidated)
PENSION AND WELFARE FUND, On)	
Behalf of Itself and All Others Similarly)	<u>CLASS ACTION</u>
Situated,)	
)	
Plaintiff,)	
)	
vs.)	
)	
OMNICARE, INC., et al.,)	
)	
Defendants.)	
)	

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

EXHIBIT A-1

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF OMNICARE, INC. (“OMNICARE” OR THE “COMPANY”) PURSUANT AND/OR TRACEABLE TO THE REGISTRATION STATEMENT AND PROSPECTUS FOR THE COMPANY’S DECEMBER 12, 2005 PUBLIC OFFERING (THE “OFFERING”)

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) **POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE [INSERT DATE]**.

This Notice of Pendency and Proposed Settlement of Class Action (“Notice”) has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Kentucky, Northern Division (the “Court”). The purpose of this Notice is to inform you of the proposed settlement of the Litigation (the “Settlement”) and of the hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the Settlement and the proposed Plan of Allocation of the Settlement proceeds, as well as Lead Counsel’s (as defined below at page 11) application for fees and expenses. This Notice describes the rights you may have in connection with your participation in the Settlement, what steps you may take in relation to the Settlement and this Litigation, and, alternatively, what steps you must take if you wish to be excluded from the Settlement Class (as defined below at page 5) and this Litigation. The terms of the Settlement are set forth in the Stipulation of Settlement dated as of February 5, 2019 (“Stipulation”).¹

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM	The only way to be eligible to receive a payment. Proofs of Claim must be postmarked or submitted online on or before [Insert Date] .
EXCLUDE YOURSELF	Receive no payment. This is the only option that potentially allows you to ever be part of any other lawsuit against the Defendants or any other Released Persons about the legal claims related to the issues raised in this Litigation. Exclusions must be postmarked on or before [Insert Date] .
OBJECT	Write to the Court about why you oppose the Settlement, the Plan of Allocation, the request for attorneys’ fees and expenses, and/or any award to Plaintiffs pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class. You will still be a member of the Settlement Class. Objections must

¹ The Stipulation can be viewed and/or downloaded at www.OmnicareSecuritiesSettlement.com. All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation.

	be <i>received</i> by the Court and counsel on or before [Insert Date].
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be <i>received</i> by the Court and counsel on or before [Insert Date].
DO NOTHING	Receive no payment. Give up your rights.

SUMMARY OF THIS NOTICE

Statement of Class Recovery

Pursuant to the Settlement described herein, the Settlement Amount is \$20 million. Plaintiffs’ damages expert estimates that purchasers of approximately 12.825 million shares of Omnicare common stock may have been damaged. If the purchasers of 100% of those shares submit a claim, the average recovery per share of common stock will be approximately \$1.55 before deduction of any taxes on any potential income earned on the Settlement Amount, notice and administration costs and the plaintiffs’ attorneys’ fee and expense award as determined by the Court. A Settlement Class Member’s actual recovery will be a proportion of the Net Settlement Fund determined by that claimant’s claim as compared to the total claims of all Settlement Class Members who submit valid Proofs of Claim. An individual Settlement Class Member may receive more or less than this estimated average amount depending on the number of claims submitted, and whether shares purchased or otherwise acquired pursuant and/or traceable to the Offering were held or sold, and, if sold, when they were sold and the amount received. See Plan of Allocation as set forth at pages ___ below for more information on your claim.

Statement of Potential Outcome of Litigation

The parties disagree on both liability and damages and do not agree on the average amount of damages per share of Omnicare common stock purchased or otherwise acquired pursuant and/or traceable to the Offering that would be recoverable if the Settlement Class prevailed on each claim alleged. The issues on which the parties disagree include, for example: (i) whether the Defendants violated any federal securities laws; (ii) whether the Registration Statement and Prospectus for the Company’s December 12, 2005 Offering contained any false or misleading statements or omissions; (iii) whether Omnicare common stock was artificially inflated; (iv) the extent to which external factors, such as general market, economic and industry conditions, influenced trading prices of the Company’s common stock following the December 2015 Offering; and (v) whether Settlement Class Members suffered any damages. Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, acts, misstatements, or omissions alleged, or that could have been alleged, in this action, and deny any and all liability to the Plaintiffs or the Settlement Class and deny that Plaintiffs or the Settlement Class have suffered any damages. While Plaintiffs believe they have meritorious claims, they recognize that there are significant obstacles in the way to recovery.

Statement of Attorneys' Fees and Expenses Sought

Lead Counsel will apply to the Court for an award of attorneys' fees of one-third of the Settlement Amount, plus expenses not to exceed \$1.8 million, plus interest earned on both amounts at the same rate as earned on the Settlement Fund. Since the Litigation's inception in 2006, Lead Counsel has expended considerable time and effort in the prosecution of this Litigation and preparing the case for trial on a contingent fee basis and advanced the expenses of the Litigation in the expectation that if it was successful in obtaining a recovery for the Settlement Class it would be paid from such recovery. In this type of litigation it is customary for counsel to be awarded a percentage of the common fund recovery as their attorneys' fees. The requested fees and expenses amount to an average of approximately \$0.66 per damaged common share. In addition, each of the Plaintiffs intends to request an amount not to exceed \$15,000 pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class.

Further Information

For further information regarding the Litigation, this Notice or to review the Stipulation of Settlement, please contact the Claims Administrator toll-free at 1-_____ or visit the website www.OmnicareSecuritiesSettlement.com.

You may also contact a representative of counsel for the Settlement Class: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, www.rgrdlaw.com.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

Reasons for the Settlement

The principal reason for the Settlement is the benefit to be provided to the Settlement Class now. This benefit must be compared to the risk that no recovery might be achieved after summary judgment motions, a contested trial and likely appeals, likely years into the future.

Defendants have denied and continue to deny each and all of the claims and contentions alleged by Plaintiffs in the Litigation.

BASIC INFORMATION

1. Why did I get this Notice package?

You or someone in your family may have purchased or otherwise acquired Omnicare common stock pursuant and/or traceable to the Registration Statement and Prospectus for the Company's December 12, 2005 Offering.

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

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

The Court in charge of the Litigation is the United States District Court for the Eastern District of Kentucky, Northern Division, and the case is known as *Indiana State District Council of Laborers and Hod Carriers Pension and Welfare Fund v. Omnicare, Inc.*, No. 2:06-cv-00026-WOB (E.D. Ky.). The case has been assigned to the Honorable William O. Bertelsman. The Court-appointed Lead Plaintiff Laborers District Council Construction Industry Pension Fund ("Laborers Pension Fund") and named plaintiff Cement Masons Local 526 Combined Funds ("Cement Masons") (collectively, "Plaintiffs") represent the Settlement Class, and the parties they sued and who have now settled are called Defendants.

2. What is this lawsuit about?

Plaintiffs allege that Omnicare and several of its senior executives, former Chief Executive Officer Joel F. Gemunder, former Chief Financial Officer David W. Froesel, Jr., former Secretary Cheryl D. Hodges, and former Director Sandra E. Laney (collectively, "Defendants"), violated Section 11 of the Securities Act of 1933 by making false and misleading statements in the Registration Statement and Prospectus issued in connection with Omnicare's Offering of 12,825,000 shares on or about December 12, 2005. Defendants have denied all allegations of wrongdoing. In 2015, Omnicare was acquired by CVS Health Corporation in a transaction valued at \$12.7 billion. In connection with the transaction, Omnicare's shareholders received \$98 per share in cash. As a result of the transaction, Omnicare no longer has any public shareholders.

The initial complaint in this action was filed on February 2, 2006, and Laborers Pension Fund was appointed lead plaintiff on May 22, 2006. The original complaint asserted claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 ("Exchange Act"). After being granted leave to amend the Consolidated Complaint, Plaintiffs' First Amended Consolidated Complaint ("FAC") – with Cement Masons added as a named plaintiff – was filed on January 26, 2007. In addition to the Exchange Act claims, the FAC also for the first time asserted a claim for violation of Section 11 of the Securities Act of 1933.

On October 12, 2007, Defendants' motion to dismiss the FAC in its entirety was granted. Plaintiffs subsequently appealed the dismissal order, and on October 21, 2009, the Sixth Circuit affirmed the District Court's dismissal of the Exchange Act claims, but reversed and remanded with respect to the Section 11 claim. *See Ind. State Dist. Council of Laborers v. Omnicare, Inc.*, 583 F.3d 935 (6th Cir. 2009) ("*Omnicare I*"). On July 14, 2011, Plaintiffs filed their Second Amended Consolidated Complaint ("SAC"). The lone claim asserted in the SAC, which was later dismissed on February 13, 2012, was a claim under Section 11. Plaintiffs appealed the dismissal of the SAC, and, on May 28, 2013, the Sixth Circuit again partially reversed the dismissal order. *See Ind. State Dist. Council v. Omnicare, Inc.*, 719 F.3d 498 (6th Cir. 2013) ("*Omnicare II*"). After the *Omnicare II* decision, Defendants sought and were granted the issuance of a *writ of certiorari* by the United States Supreme Court. *See Omnicare, Inc. v. Laborers Dist. Council Constr. Indus. Pension Fund*, 134 S. Ct. 1490 (2014). Following briefing, oral argument was held before the Supreme Court on November 3, 2014. On March 24, 2015, the Supreme Court delivered its opinion, reversing and remanding *Omnicare II* to address

the Court's newly-announced standard for pleading actionable false and/or misleading opinions pursuant to Section 11. *See Omnicare, Inc. v. Laborers Dist. Council Constr. Indus. Pension Fund*, 135 S. Ct. 1318 (2015).

After remand to the Sixth Circuit, and then eventually to this Court, Plaintiffs filed their Third Amended Consolidated Complaint ("TAC"). The TAC, which was likewise limited to a claim for violation of Section 11, expressly disclaimed the existence of any fraudulent statement by Defendants in connection with Omnicare's December 12, 2005 Offering. Defendants moved to dismiss the TAC. The Court held a hearing on August 23, 2016, and in a subsequent order filed the next day, denied Defendants' motion to dismiss. Discovery in the case commenced promptly thereafter.

By the time the parties agreed to settle this matter, the parties had completed substantial non-expert discovery, including production and review of over 964,510 documents (4,098,000 pages), and nine fact depositions (with another 15 depositions scheduled to occur). The parties had also completed class certification discovery, including five related depositions, and had completed briefing on Plaintiffs' motion for class certification. Also pending before the Court when a settlement was achieved was Plaintiffs' motion to compel discovery from certain of Omnicare's outside counsel during the relevant time frame, which motion was fully briefed by July 16, 2018. The parties had also engaged various expert witnesses who had undertaken substantial work in connection with both class certification and merits issues.

On June 8, 2017, the parties participated in a mediation session with the assistance of the Honorable Layn R. Phillips (Ret.). That session did not result in a settlement. Thereafter, on September 24, 2018, the parties participated in a second mediation session with the assistance of Magistrate Judge J. Gregory Wehrman.

In advance of both mediation sessions, the parties submitted detailed descriptions of their case and defenses, and voluminous collections of the evidence in support of their arguments. The parties, with the assistance of Judge Phillips and then Magistrate Judge Wehrman, engaged in protracted negotiations before reaching agreement to resolve this matter upon the terms set forth in the Stipulation.

Defendants deny each and all of the claims and contentions of wrongdoing alleged by Plaintiffs in the Litigation. Defendants contend that they did not make any materially false or misleading statements, and that they disclosed all material information required to be disclosed by the federal securities laws. Defendants also contend that any losses suffered by members of the Settlement Class were not caused by any allegedly false or misleading statements by Defendants.

3. Why is this a class action?

In a class action, one or more people called plaintiffs sue on behalf of people who have similar claims. Here, all of the people with similar claims are referred to as the Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court has not decided in favor of the Defendants or the Settlement Class. Instead, both sides agreed to the Settlement to avoid the costs and risks of further litigation, including trial and post-trial appeals, and Plaintiffs agreed to the Settlement in order to ensure that Settlement Class Members will receive compensation.

Plaintiffs believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports those claims. Plaintiffs also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. In particular, Plaintiffs understand that, following discovery, the case was likely to become the subject of a summary judgment motion by Defendants that, with the possibility of further appeals, may have taken years to finally resolve. Plaintiffs also are mindful of the inherent problems of proof under and possible defenses to the claims asserted in the Litigation. Lead Counsel believes that the Settlement set forth in the Stipulation confers substantial benefits upon the Settlement Class, particularly considering the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through trial as well as potential post-trial proceedings, including appeals. Plaintiffs and Lead Counsel believe the Settlement is in the best interest of all Settlement Class Members in light of the possibility that continued litigation could result in no recovery at all.

Defendants deny each and all of the claims and contentions of wrongdoing alleged by Plaintiffs in the Litigation. Defendants contend that they did not make any materially false or misleading statements, and that they disclosed all material information required to be disclosed by the federal securities laws. Defendants also contend that any losses suffered by members of the Settlement Class were not caused by any allegedly false or misleading statements by Defendants. Defendants' decision to settle the Litigation is based on the conclusion that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation, and that it would be beneficial to avoid lengthy, distracting and time-consuming litigation, and the burden, inconvenience and expense connected therewith, and the uncertainty and risks inherent in any litigation, especially in complex cases like this Litigation.

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to decide if you are a Settlement Class Member.

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

The Court ordered that everyone who fits this description is a Settlement Class Member: **all Persons who purchased or otherwise acquired the common stock of Omnicare pursuant and/or traceable to the Registration Statement and Prospectus for the Company's December 12, 2005 Offering**, except those Persons and entities that are excluded, as described below.

6. Are there exceptions to being included?

Excluded from the Settlement Class are Defendants, the officers and directors of Omnicare at the time of the Offering, members of their immediate families and their legal representatives, heirs, successors, or assigns of any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to this Notice. See Questions 13-14 below.

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

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at 1-_____, or you can fill out and return the Proof of Claim enclosed with this Notice package, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

In exchange for the Settlement and the release of the Released Claims (defined below) as well as dismissal of the Litigation, Defendants have agreed that a payment of \$20 million will be made by Defendants (or on their behalf) to be divided, after taxes, fees, and expenses, *pro rata*, pursuant to the Plan of Allocation described below, among all Settlement Class Members who send in a valid Proof of Claim.

9. How much will my payment be?

Your share of the fund will depend on several things, including how many Settlement Class Members submit timely and valid Proofs of Claim, the total dollar amount of the claims represented by the valid Proofs of Claim that Settlement Class Members send in, the number of shares of Omnicare common stock you purchased or acquired in the Offering, if you sold the shares, and how much you received for those shares. See the Plan of Allocation at pages ___ hereof for more information.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

10. How can I receive a payment?

To qualify for a payment, you must submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at www.OmnicareSecuritiesSettlement.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it online so that it is postmarked (if mailed) or received (if filed electronically) no later than [Insert Date]. The Proof of Claim may be submitted online at www.OmnicareSecuritiesSettlement.com.

11. When would I receive my payment?

The Court will hold a Final Approval Hearing on _____, 2019, to decide whether to approve the Settlement. If the Court approves the Settlement after that, there might be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

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

Unless you exclude yourself, you will remain a Settlement Class Member, and that means that, if the Settlement is approved, you will give up all “Released Claims” (as defined below), including “Unknown Claims” (as defined below), against the “Released Persons” (as defined below):

- “Defendants’ Released Claims” means all claims, demands, losses, rights, and causes of action of any nature whatsoever (including Unknown Claims as defined below), whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, common or foreign law, or any other law, rule or regulation, which now exist, or heretofore have existed, that have been or could have been asserted in the Litigation or any forum by the Released Persons or any of them against Plaintiffs, Settlement Class Members, or Plaintiffs’ Counsel, that arise out of or relate in any way to the institution, prosecution, resolution, or settlement of the Released Claims and/or the Litigation against the Released Persons, except for claims related to the enforcement of the Settlement.
- “Related Parties” means, with respect to each Released Person, the spouses, immediate family members, heirs, executors, administrators, estates, trustees, current and former parents, subsidiaries, divisions, affiliates, predecessors, successors, joint venturers, principals, partners, directors, officers, employees, controlling shareholders, attorneys, auditors, accountants, investment bankers, underwriters, consultants, insurers, reinsurers, agents and representatives of each of them, any person or entity which is or was related or affiliated with any Released Person or in which any Released Person has a controlling interest, and the respective present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, joint venturers, principals, partners, directors, officers, employees, controlling shareholders, attorneys, auditors, accountants, investment bankers, underwriters, consultants, insurers, reinsurers, agents and representatives of each of the foregoing.
- “Released Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims (including Unknown Claims as defined below), and causes of action of every nature and description whatsoever, in law or equity, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, and

whether class and/or individual in nature, concerning, based on, arising out of, relating to or in connection with both: (i) the purchase or other acquisition of Omnicare common stock by Plaintiffs or any Settlement Class Member pursuant and/or traceable to the Registration Statement and Prospectus for the Company's December 12, 2005 Offering; and (ii) any of the allegations, transactions, acts, facts, matters, occurrences, disclosures, statements, SEC filings, representations, omissions, or events that were or could have been alleged or asserted in the Litigation. Released Claims do not include claims to enforce the Settlement.

- “Released Persons” means each and all of the Defendants and their Related Parties.
- “Unknown Claims” means any of the Released Claims which Plaintiffs or any Settlement Class Member does not know or suspect to exist in such party's favor at the time of the release of the Released Persons, and any of the Defendants' Released Claims that the Released Persons do not know or suspect to exist in his, her or its favor at the time of the release of Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel, which, if known by such party, might have affected such party's settlement with and release of the Released Persons or Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel, or might have affected such party's decision not to object to this Settlement. With respect to any and all Released Claims and the Defendants' Released Claims, upon the Effective Date, Plaintiffs and Defendants shall expressly, and each of the Settlement Class Members and Released Persons shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs and Defendants shall expressly, and each of the Settlement Class Members and Released Persons shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Plaintiffs, Settlement Class Members, and the Released Persons may hereafter discover facts, legal theories, or authorities in addition to or different from those which such party now knows or believes to be true with respect to the subject matter of the Released Claims and the Defendants' Released Claims, but Plaintiffs and Defendants shall expressly, and each Settlement Class Member and Released Person, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, or the

Defendants' Released Claims, as the case may be, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiffs and Defendants acknowledge, and the Settlement Class Members and Released Persons shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release of Unknown Claims is a part.

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

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want a payment from this Settlement, and you want to keep the right to sue the Defendants and the other Released Persons, on your own, about the legal issues in this Litigation, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself. *If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in the Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitations or repose.*

13. How do I get out of the Settlement Class?

To exclude yourself from the Settlement Class, you must send a letter by First-Class Mail stating that you "request exclusion from the Settlement Class in the *Omnicare Securities Litigation*." To be valid, your letter must include the date(s), price(s), and number(s) of all purchases or other acquisition of Omnicare common stock pursuant and/or traceable to the Registration Statement and Prospectus for the Company's December 12, 2005 Offering and sales of those shares of Omnicare common stock. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request **postmarked no later than _____ [Insert Date]** to:

Omnicare Securities Litigation
c/o Gilardi & Co. LLC
Claims Administrator
EXCLUSIONS
3301 Kerner Blvd.
San Rafael, CA 94901

If you ask to be excluded, you will not get any payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue the Defendants and the other Released Persons in the future.

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

No. Unless you exclude yourself, you give up any rights to sue the Defendants and the other Released Persons for any and all Released Claims. If you have a pending lawsuit against the Released Persons, speak to your lawyer in that case immediately. You must exclude yourself from this Litigation to continue your own lawsuit. **Remember, the exclusion deadline is [Insert Date].**

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court ordered that the law firm of Robbins Geller Rudman & Dowd LLP represent the Settlement Class, including you. These lawyers are called Lead Counsel. You will not be charged for these lawyers. Lead Counsel will be paid from the Settlement Fund to the extent the Court approves its application for fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Lead Counsel will move the Court for an award of attorneys' fees of one-third of the Settlement Amount and for expenses in an amount not to exceed \$1.8 million, which were incurred in connection with the Litigation, plus interest on such fees and expenses at the same rate earned on the Settlement Fund. In addition, each of the Plaintiffs intends to request an amount not to exceed \$15,000 pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class. Such sums as may be approved by the Court will be paid from the Settlement Fund.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for its efforts in achieving this Settlement and for its risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel has not been paid for its services for conducting this Litigation on behalf of Plaintiffs and the Settlement Class nor for the substantial litigation expenses Lead Counsel have incurred. The fee requested will compensate Lead Counsel for its work in achieving the Settlement Fund and is within the range of fees awarded to plaintiffs' counsel under similar circumstances in other cases of this type.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I object to the proposed Settlement?

If you are a Settlement Class Member, you can write to the Court to object to or comment positively on the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's fee and expense application. The Court will consider your views. To object, you must send a signed letter saying that you object to the proposed Settlement, the proposed Plan of Allocation, the application for fees and expenses, and/or the request by Plaintiffs pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class and the reasons you

object. Be sure to include your name, address, telephone number, and your signature. Your objection must demonstrate your membership in the Settlement Class, including the date(s), price(s), and number(s) of shares purchased or otherwise acquired of Omnicare common stock pursuant and/or traceable to the Registration Statement and Prospectus for the Company's December 12, 2005 Offering and sold, and must state the reasons why you object. Your objection must contain a statement of whether your objection applies only to yourself, a subset of the Settlement Class or to the entire Settlement Class. In addition, your objection must reference *Indiana State District Council of Laborers and Hod Carriers Pension and Welfare Fund v. Omnicare, Inc.*, No. 2:06-cv-00026-WOB (E.D. Ky.), and be filed with the Court and mailed or delivered to each of the following addresses such that it is **received no later than [Insert Date]**:

COURT	LEAD COUNSEL	DEFENDANTS' COUNSEL
Clerk of the Court UNITED STATES DISTRICT COURT EASTERN DISTRICT OF KENTUCKY NORTHERN DIVISION 35 W. 5th Street Covington, KY 41011	Henry Rosen ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101	John E. Schreiber WINSTON & STRAWN LLP 333 S. Grand Avenue Los Angeles, CA 90071

18. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, or the fee and expense application. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

19. When and where will the Court decide whether to approve the proposed Settlement?

Having preliminarily approved the Settlement on _____ 2019, the Court will hold a Final Approval Hearing **at** : _____ **.m., on** _____, _____, **2019**, at the United States District Court for the Eastern District of Kentucky, Northern Division, 35 W. 5th Street, Covington, Kentucky 41011. At the hearing the Court will consider whether the Settlement and proposed Plan of Allocation are fair, reasonable, and adequate and whether Lead Counsel's fee and expense application should be granted. The Court will also consider Plaintiffs' request pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the Final Approval Hearing, the Court

will decide whether to approve the Settlement, the Plan of Allocation, the amount of attorneys' fees and expenses and Plaintiffs' request pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class. We do not know how long these decisions will take. The Court may change the date and time of the Final Approval Hearing without another notice being sent to Settlement Class Members. If you want to attend the hearing, you may wish to check with Lead Counsel beforehand to be sure that the date and/or time has not changed.

20. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or statement in support of the Settlement, you are not required to come to Court to discuss it. As long as you mailed your statement in support of the Settlement or written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but you are not required to do so. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

21. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, the fee and expense application, or Plaintiffs' request pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection (*see* question 17 above) a statement saying that it is your "Notice of Intention to Appear in the *Omnicare Securities Litigation*." Persons who intend to object to the Settlement, the Plan of Allocation, the application for an award of plaintiffs' attorneys' fees and expenses, or Plaintiffs' request pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class and desire to present evidence at the Final Approval Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against the Released Persons about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-_____. A copy of the Stipulation and other relevant documents are also available on the Settlement website at

www.OmnicareSecuritiesSettlement.com. You may also contact a representative of Lead Counsel: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 1-800-449-4900.

24. How do I get more information?

For even more detailed information concerning the matters involved in this Litigation, reference is made to the pleadings, the Stipulation, to the Orders entered by the Court and the other papers filed in the Litigation, which may be inspected at the Office of the Clerk of the United States District Court for the Eastern District of Kentucky, Northern Division, 35 W. 5th Street, Covington, Kentucky 41011, during regular business hours. For a fee, all papers filed with the Court in this Litigation are also available at www.pacer.gov.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG SETTLEMENT CLASS MEMBERS

The Settlement Fund, less all taxes, approved fees, and expenses (the “Net Settlement Fund”) will be distributed to Settlement Class Members who submit timely and valid Proofs of Claim to the Claims Administrator (“Authorized Claimants”) pursuant to the Plan of Allocation (the “Plan”) described below.

The Plan provides that an Authorized Claimant will be eligible to participate in the distribution of the Net Settlement Fund only if the Authorized Claimant purchased or otherwise acquired Omnicare common stock pursuant and/or traceable to the Registration Statement and Prospectus for the Company’s December 12, 2005 Offering.

Defendants will not have any involvement or responsibility for the administration of the Plan.

The Claims Administrator will determine each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s “Recognized Loss” calculated using the Court-approved Plan. The Recognized Loss formula (described below) is not intended to estimate the amount that will be paid to Authorized Claimants from the Net Settlement Fund. Rather, the Recognized Loss formula is the basis upon which the Net Settlement Fund will be allocated among Authorized Claimants on a *pro rata* basis. The Court may approve the Plan, or modify it, without additional notice to the Settlement Class. However, any order modifying the Plan will be posted on the Settlement website at: www.OmnicareSecuritiesSettlement.com.

If any of the formulas set forth below yield an amount less than \$0.00, the claim is \$0.00.

A. Eligible Securities

The Omnicare securities for which an Authorized Claimant may be entitled to receive a distribution from the Net Settlement Fund consist of Omnicare common stock (CUSIP: _____) purchased or otherwise acquired pursuant and/or traceable to the Registration Statement and Prospectus for the Company’s December 12, 2005 Offering.

B. Recognized Claim

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's "Recognized Claim," as described below. If, however, as expected, the amount in the Net Settlement Fund is not sufficient to pay the total Recognized Claim of each Authorized Claimant, then each Authorized Claimant shall be paid the Authorized Claimant's *pro rata* share of the Net Settlement Fund, *i.e.*, the Recognized Claim multiplied by the ratio of the Net Settlement Fund to the aggregate amount of the Recognized Claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The Plan reflects the Plaintiffs' allegations that the trading price of Omnicare's common stock sold in the December 12, 2005 Offering was artificially inflated as a result of alleged misrepresentations and omissions in the Registration Statement and Prospectus.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

Based on the formula set forth below, a "Recognized Loss Amount" will be calculated for each Omnicare common stock purchased or acquired in the December 12, 2005 Offering that is listed in the Proof of Claim and for which adequate documentation is provided. In the calculations below, if a Recognized Loss Amount calculates to a negative number, that Recognized Loss Amount shall be zero.

For each share of Omnicare common stock purchased or otherwise acquired in the Company's December 12, 2005 Offering, and:

1. Sold on or prior to February 2, 2006, the Recognized Loss Amount shall be \$59.72 per share (the December 12, 2005 Offering price per share) minus the sales price per share.

2. Sold following February 2, 2006, the Recognized Loss Amount shall be \$59.72 per share minus, the greater of:

(a) the sales price per share, or

(b) \$52.25 per share (Omnicare's closing price per share on February 2, 2006 when the first suit was brought).

ADDITIONAL PROVISIONS

Purchases and sales of Omnicare common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of shares during the relevant time period shall not be deemed a purchase or sale of shares for the purpose of calculating Recognized Claims, unless (i) the donor or decedent purchased such shares during the relevant period; and (ii) no Proof of Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares.

A Settlement Class Member will be eligible to receive a distribution from the Net Settlement Fund only if that Settlement Class Member had a net overall loss, after all profits from transactions in all shares purchased or otherwise acquired pursuant and/or traceable to the Registration Statement and Prospectus for the Company's December 12, 2005 Offering are subtracted from all losses from transactions in those shares. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

All distributions to Authorized Claimants from the Net Settlement Fund shall be void after a prescribed number of days. An Authorized Claimant who fails to cash a distribution within that time period from the date of the distribution forfeits his, her or its interest in that distribution, and continues to be bound by all of the terms of the Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Litigation and the releases provided for therein, and will be barred from bringing any action against the Released Persons concerning the Released Claims.

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

Payment pursuant to the Plan set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any claims administrator or other Person designated by Plaintiffs' Counsel, or Defendants, Defendants' counsel or any other Released Persons based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan, or further orders of the Court. All Settlement Class Members who fail to complete and file a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or otherwise acquired any shares of Omnicare common stock pursuant and/or traceable to the Registration Statement and Prospectus for the Company's December 12, 2005 Offering for the beneficial interest of an individual or organization other than yourself, the Court has directed that, **WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE**, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such securities during such time period, or (b) request additional copies of this Notice and the Proof of Claim, which will be provided to you free of charge, and within ten (10) calendar days mail the Notice and Proof of Claim directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Settlement Class Members. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Omnicare Securities Litigation
c/o Gilardi & Co. LLC
Claims Administrator
P.O. Box 30224
College Station, TX 77842-3224
1-844-857-5171
www.OmnicareSecuritiesSettlement.com

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION

EXHIBIT A-2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION at COVINGTON

INDIANA STATE DISTRICT COUNCIL OF)	Civil Action No. 2:06-cv-00026-WOB-CJS
LABORERS AND HOD CARRIERS)	(Consolidated)
PENSION AND WELFARE FUND, On)	
Behalf of Itself and All Others Similarly)	<u>CLASS ACTION</u>
Situated,)	
)	
Plaintiff,)	
)	
vs.)	
)	
OMNICARE, INC., et al.,)	
)	
Defendants.)	
)	

PROOF OF CLAIM AND RELEASE

EXHIBIT A-2

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the action entitled *Indiana State District Council of Laborers and Hod Carriers Pension and Welfare Fund v. Omnicare, Inc.*, No. 2:06-cv-00026-WOB (E.D. Ky.) (the “Litigation”), you must complete and, on page __ hereof, sign this Proof of Claim and Release (“Proof of Claim Form”). If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim Form, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Litigation.

2. Submission of this Proof of Claim Form, however, does not assure that you will share in the proceeds of the Settlement of the Litigation.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM FORM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:

Omnicare Securities Settlement
c/o Gilardi & Co. LLC
Claims Administrator
P.O. Box 30224
College Station, TX 77842-3224
Online Submissions: www.OmnicareSecuritiesSettlement.com

If you are NOT a member of the Settlement Class, as defined in the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), DO NOT submit a Proof of Claim Form.

4. If you are a member of the Settlement Class and you do not timely request exclusion in connection with the proposed Settlement, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.**

II. CLAIMANT IDENTIFICATION

If you purchased or otherwise acquired the common stock of Omnicare, Inc. (“Omnicare” or the “Company”) pursuant and/or traceable to the Registration Statement and Prospectus for the Company’s December 12, 2005 public offering (the “Offering”), use Part I of this form entitled “Claimant Identification” to list the claimant name, mailing address, and account information if relevant (such as for a claim submitted on behalf of an IRA, Trust, or estate account). Please list the most current claimant or account name as you would like the information to appear on the check, if eligible for payment. Please also provide a telephone number and/or e-mail address, as the Claims Administrator may need to contact you with questions about the claim submitted. If your Claimant Identification information changes, please notify the Claims Administrator in writing at the address above.

If you are acting in a representative capacity on behalf of a Settlement Class Member (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents or other documents which provide you with the authority to submit the claim. Please also indicate your representative capacity under your signature on page ___ of this Proof of Claim Form.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. If you have a large number of transactions and wish to file your claim electronically, you must contact the Claims Administrator at edata@gilardi.com to obtain the required file layout.

III. CLAIM FORM

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

On the schedules, provide all of the requested information with respect to *all* of your purchases or acquisitions of Omnicare common stock pursuant and/or traceable to the Registration Statement and Prospectus for the Company’s December 12, 2005 Offering and subsequent sale(s) of such stock, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

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

Copies of stockbroker confirmation slips, stockbroker statements, or other documents evidencing your transactions in Omnicare common stock should be attached to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION

*Indiana State District Council of Laborers and Hod Carriers Pension and Welfare Fund v.
Omnicare, Inc.*
No. 2:06-cv-00026-WOB

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Received (if Filed Electronically) No Later Than:

[Insert Date]

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or
Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

E-Mail Address

PART II: SCHEDULE OF TRANSACTIONS IN OMNICARE COMMON STOCK

A. Purchases or acquisitions of Omnicare common stock pursuant and/or traceable to the Registration Statement and Prospectus for the Company's December 12, 2005 Offering:

Trade Date Month Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____

B. Sales of Omnicare common stock purchased or acquired pursuant and/or traceable to the Registration Statement and Prospectus for the Company's December 12, 2005 Offering:

Trade Date Month Day Year	Number of Shares Sold	Total Sale Price
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

**YOUR SIGNATURE ON PAGE __ WILL CONSTITUTE YOUR
ACKNOWLEDGMENT OF THE RELEASE.**

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim Form under the terms of the Stipulation of Settlement dated as of February 5, 2019 (“Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Eastern District of Kentucky, Northern Division with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the purchase or acquisition of Omnicare common stock and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the Released Persons as provided in the Stipulation.

2. “Related Parties” means, with respect to each Released Person, the spouses, immediate family members, heirs, executors, administrators, estates, trustees, current and former parents, subsidiaries, divisions, affiliates, predecessors, successors, joint venturers, principals, partners, directors, officers, employees, controlling shareholders, attorneys, auditors, accountants, investment bankers, underwriters, consultants, insurers, reinsurers, agents and representatives of each of them, any person or entity which is or was related or affiliated with any Released Person or in which any Released Person has a controlling interest, and the respective present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, joint venturers, principals, partners, directors, officers, employees, controlling shareholders, attorneys, auditors, accountants,

investment bankers, underwriters, consultants, insurers, reinsurers, agents and representatives of each of the foregoing.

3. “Released Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims (including Unknown Claims as defined below), and causes of action of every nature and description whatsoever, in law or equity, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, and whether class and/or individual in nature, concerning, based on, arising out of, relating to or in connection with both: (i) the purchase or other acquisition of Omnicare common stock by Plaintiffs or any Settlement Class Member pursuant and/or traceable to the Registration Statement and Prospectus for the Company’s December 12, 2005 offering; and (ii) any of the allegations, transactions, acts, facts, matters, occurrences, disclosures, statements, SEC filings, representations, omissions, or events that were or could have been alleged or asserted in the Litigation. Released Claims do not include claims to enforce the Settlement.

4. “Released Persons” means each and all of the Defendants and their Related Parties.

5. “Unknown Claims” means any of the Released Claims which Plaintiffs or any Settlement Class Member does not know or suspect to exist in such party’s favor at the time of the release of the Released Persons, and any of the Defendants’ Released Claims that the Released Persons do not know or suspect to exist in his, her or its favor at the time of the release of the Plaintiffs, each and all of the Settlement Class Members and Plaintiffs’ Counsel, which, if known by such party, might have affected such party’s settlement with and release of the Released Persons or Plaintiffs, each and all of the Settlement Class Members and Plaintiffs’ Counsel, or might have affected such party’s decision not to object to this Settlement. With respect to any and all Released Claims and the Defendants’ Released Claims, upon the Effective Date, Plaintiffs and Defendants shall expressly, and each of the Settlement Class Members and Released Persons shall be deemed to

have, and by operation of the Order and Final Judgment shall have, expressly waived to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs and Defendants shall expressly, and each of the Settlement Class Members and Released Persons shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Plaintiffs, Settlement Class Members, and the Released Persons may hereafter discover facts, legal theories, or authorities in addition to or different from those which such party now knows or believes to be true with respect to the subject matter of the Released Claims and the Defendants' Released Claims, but Plaintiffs and Defendants shall expressly, and each Settlement Class Member and Released Person, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, or the Defendants' Released Claims, as the case may be, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiffs and Defendants acknowledge, and the Settlement Class Members and Released Persons shall be deemed by operation of the Order and Final Judgment to have

acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release of Unknown Claims is a part.

6. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date.

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Omnicare common stock which are the subject of this claim.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____ in _____
(Month/Year) (City)

(State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e.g., Beneficial Purchaser,
Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.

4. Keep a copy of your Proof of Claim Form for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim Form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.

THIS PROOF OF CLAIM FORM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN _____, ADDRESSED AS FOLLOWS:

Omnicare Securities Settlement
c/o Gilardi & Co. LLC
Claims Administrator
P.O. Box 30224
College Station, TX 77842-3224
www.OmnicareSecuritiesSettlement.com

EXHIBIT A-3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION at COVINGTON

INDIANA STATE DISTRICT COUNCIL OF)	Civil Action No. 2:06-cv-00026-WOB-CJS
LABORERS AND HOD CARRIERS)	(Consolidated)
PENSION AND WELFARE FUND, On)	
Behalf of Itself and All Others Similarly)	<u>CLASS ACTION</u>
Situated,)	
)
Plaintiff,)	
)
vs.)	
)
OMNICARE, INC., et al.,)	
)
Defendants.)	
_____)	

SUMMARY NOTICE

EXHIBIT A-3

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF OMNICARE, INC. (“OMNICARE” OR THE “COMPANY”) PURSUANT AND/OR TRACEABLE TO THE REGISTRATION STATEMENT AND PROSPECTUS FOR THE COMPANY’S DECEMBER 12, 2005 PUBLIC OFFERING

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Eastern District of Kentucky, Northern Division, that a hearing will be held on _____, 2019, at ____:____.m., before the Honorable William O. Bertelsman, United States District Judge, at the United States District Court for the Eastern District of Kentucky, Northern Division, 35 W. 5th Street, Covington, KY 41011, for the purpose of determining: (1) whether the proposed Settlement of the Litigation¹ for \$20 million should be approved by the Court as fair, reasonable and adequate; (2) whether a Final Judgment and Order of Dismissal with Prejudice should be entered by the Court; (3) whether the Plan of Allocation for the Net Settlement Fund is fair, reasonable and adequate and should be approved; and (4) whether the application of Lead Counsel for the payment of attorneys’ fees and expenses and Plaintiffs’ request for an award pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class should be approved.

IF YOU PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF OMNICARE PURSUANT AND/OR TRACEABLE TO THE REGISTRATION STATEMENT AND PROSPECTUS FOR THE COMPANY’S DECEMBER 12, 2005 PUBLIC OFFERING, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION, INCLUDING THE RELEASE OF CLAIMS YOU MAY POSSESS RELATING TO YOUR PURCHASE OR ACQUISITION OF OMNICARE COMMON STOCK PURSUANT AND/OR TRACEABLE TO THE REGISTRATION STATEMENT AND PROSPECTUS FOR THE COMPANY’S DECEMBER 12, 2005 PUBLIC OFFERING. If you have not received a detailed

¹ Capitalized terms herein shall have the same meanings as set forth in the Stipulation of Settlement available at the website www.OmnicareSecuritiesSettlement.com.

Notice of Pendency and Proposed Settlement of Class Action (“Notice”) and a copy of the Proof of Claim and Release form, you may obtain copies by writing to *Omnicare Securities Settlement*, c/o Gilardi & Co. LLC, Claims Administrator, P.O. Box 30224, College Station, TX 77842-3224, or on the Internet at www.OmnicareSecuritiesSettlement.com. If you are a Settlement Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release by mail (*postmarked no later than* _____) or online *no later than* _____, establishing that you are entitled to recovery.

If you purchased or acquired Omnicare common stock pursuant and/or traceable to the Registration Statement and Prospectus for the Company’s December 12, 2005 public offering but desire to be excluded from the Settlement Class, you must submit a request for exclusion so that it is *postmarked no later than* _____, **2019**, in the manner and form explained in the detailed Notice referred to above. All members of the Settlement Class who do not timely and validly request exclusion from the Settlement Class in the manner set forth in the Notice will be bound by any judgment entered in the Litigation pursuant to the Stipulation of Settlement.

Any objection to the Settlement, the Plan of Allocation, Lead Counsel’s request for attorneys’ fees and expenses, and Plaintiffs’ request for an award pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Settlement Class must be **received** by each of the following recipients *no later than* _____, **2019**:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION
35 W. 5th Street
Covington, KY 41011

Lead Counsel:

ROBBINS GELLER RUDMAN & DOWD LLP
HENRY ROSEN
655 West Broadway, Suite 1900

San Diego, CA 92101

Counsel for Defendants:

WINSTON & STRAWN LLP
JOHN E. SCHREIBER
333 S. Grand Avenue
Los Angeles, CA 90071

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Lead Counsel at the address listed above or visit the website listed above.

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION at COVINGTON

INDIANA STATE DISTRICT COUNCIL OF)	Civil Action No. 2:06-cv-00026-WOB-CJS
LABORERS AND HOD CARRIERS)	(Consolidated)
PENSION AND WELFARE FUND, On)	
Behalf of Itself and All Others Similarly)	<u>CLASS ACTION</u>
Situated,)	
)	
Plaintiff,)	
)	
vs.)	
)	
OMNICARE, INC., et al.,)	
)	
Defendants.)	
)	

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

EXHIBIT B

This matter came before the Court for hearing pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order”) dated _____, 2019, on the application of the Settling Parties for approval of the Settlement set forth in the Stipulation of Settlement dated as of February 5, 2019 (the “Stipulation”). Due and adequate notice having been given to the Settlement Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Final Judgment and Order of Dismissal with Prejudice (“Order and Final Judgment” or “Judgment”) incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth herein.

2. The Court has jurisdiction over the subject matter of the Litigation and all matters relating to the Stipulation, as well as personal jurisdiction over the Settling Parties and all Settlement Class Members.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies for purposes of settlement only a Settlement Class defined as all Persons who purchased or otherwise acquired the common stock of Omnicare, Inc. (“Omnicare” or the “Company”) pursuant and/or traceable to its December 12, 2005 public offering. Excluded from the Settlement Class are Defendants, the officers and directors of the Company at the time of the offering, members of their immediate families and their legal representatives, heirs, successors, or assigns of any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are those Persons who timely and validly requested exclusion from the Settlement Class and are listed on Exhibit 1 hereto as having submitted an exclusion request allowed by the Court.

4. This Court hereby affirms its determinations in the Preliminary Approval Order and finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs and Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order and finally appoints Plaintiffs Laborers District Council Construction Industry Pension Fund and Cement Masons Local 526 Combined Funds as class representatives for the Settlement Class and Robbins Geller Rudman & Dowd LLP as class counsel for the Settlement Class.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms its determinations in the Preliminary Approval Order, fully and finally approves the Settlement set forth in the Stipulation in all respects and finds that:

- (a) the Stipulation and the Settlement contained therein, are, in all respects, fair, reasonable, and adequate and in the best interest of the Settlement Class;
- (b) there was no collusion in connection with the Stipulation;
- (c) the Stipulation was the product of informed, arm's-length negotiations among competent, able counsel; and
- (d) the record is sufficiently developed and complete to have enabled the Plaintiffs and Defendants to have adequately evaluated and considered their positions.

7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds that the Settlement is fair, reasonable and adequate as to each of the Settling Parties, and that the Settlement set forth in the Stipulation is hereby finally approved in all respects, and the Settling Parties are hereby directed to perform its terms.

8. Accordingly, the Court authorizes and directs implementation of the terms and provisions of the Stipulation, as well as the terms and provisions hereof. The Court hereby dismisses with prejudice the Litigation and all claims contained therein and all of the Released Claims as against the Released Persons, except as and to the extent provided in the Stipulation and herein.

9. Upon the Effective Date hereof, and as provided in the Stipulation, Plaintiffs and each and all of the Settlement Class Members, other than those listed on Exhibit 1 hereto, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever remised, released, relinquished, and discharged all Released Claims (including, without limitation, Unknown Claims) against the Released Persons, regardless of whether such Settlement Class Member executes and delivers the Proof of Claim and Release form, except for claims relating to the enforcement of the Settlement.

10. Upon the Effective Date hereof, and as provided in the Stipulation, Plaintiffs and each and all of the Settlement Class Members are forever barred and enjoined from commencing, instituting, or continuing to prosecute any action or proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the Released Claims against any or all of the Released Persons.

11. Upon the Effective Date hereof, and as provided in the Stipulation, each of the Released Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement

Class Members, other than those listed on Exhibit 1 hereto, and Plaintiffs' Counsel from all Defendants' Released Claims, and shall forever be enjoined from prosecuting such claims, except for claims relating to the enforcement of the Settlement.

12. The Notice of Pendency and Proposed Settlement of Class Action given to the Settlement Class in accordance with the Preliminary Approval Order entered on _____, 2019, was the best notice practicable under the circumstances, including the individual notice to all members of the Settlement Class who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, and the requirements of the Private Securities Litigation Reform Act of 1995, and all other applicable law and rules.

13. Separate orders shall be entered regarding the proposed Plan of Allocation and Lead Counsel's motion for attorneys' fees and expenses as allowed by the Court. Any plan of allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

14. Neither the Stipulation nor any of its terms or provisions, nor any of the negotiations, discussions, proceedings connected with it, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any of the allegations in the Litigation or of the validity of any Released Claim, or of any wrongdoing or liability of the Released Persons; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of

any of the Released Persons in any civil, criminal, or administrative proceeding in any court, arbitration proceeding, administrative agency, or forum or tribunal in which the Released Persons are or become parties; or (c) is or may be deemed to be or may be used as an admission or evidence that any claims asserted by Plaintiffs were not valid or that the amount recoverable was not greater than the Settlement Amount, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Released Persons, Plaintiffs, Settlement Class Members, and their respective counsel may file the Stipulation and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settling Parties may file the Stipulation and/or this Judgment in any proceedings that may be necessary to consummate or enforce the Stipulation, the Settlement or this Judgment.

15. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing exclusive jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees and expenses and interest in the Litigation; and (d) all Settling Parties hereto for the purpose of construing, enforcing and administering the Stipulation.

16. The Court finds that during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

17. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, then this Judgment shall be rendered

null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and the Settling Parties shall be restored to their respective positions in the Litigation as of October 3, 2018.

18. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

19. The Court directs immediate entry of this Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE WILLIAM O. BERTELSMAN
UNITED STATES DISTRICT JUDGE