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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CHRIS HASHEM, individually and  
on behalf of all others similarly situated,

Plaintiff,

vs.

NMC HEALTH PLC, PRASANTH  
MANGHAT, KHALIFA BIN BUTTI,  
PRASHANTH SHENOY, H.J. MARK  
TOMPKINS, and B.R. SHETTY,

Defendants.

Case No.: 2:20-cv-02303-CBM-MAA  
(Consolidated with Case No. 2:20-cv-  
02895-CBM-MAA)

**STIPULATION AND AGREEMENT  
OF SETTLEMENT**

[Honorable Consuelo B. Marshall]



1 the “Action” as defined below in Paragraph 1.1. The Court also appointed Chris  
2 Hashem, Shengming Huang and Abdul Razeq Abdul Ahad as Lead Plaintiffs and  
3 approved their selection of The Rosen Law Firm, P.A. and Pomerantz LLP as Co-Lead  
4 Counsel.

5 On February 11, 2021, Plaintiffs and Tompkins participated in a Local Rule 7-  
6 3 conference of counsel regarding Tompkins’ anticipated (i) motion to dismiss the  
7 complaints in the Action pursuant to Fed. R. Civ. P. 12(b)(2) (lack of personal  
8 jurisdiction), Fed. R. Civ. P. 12(b)(6) (failure to state a claim) and forum non  
9 conveniens, and (ii) motion to stay the Action based on the pending foreign bankruptcy  
10 (i.e. administration) proceedings of defendant NMC Health PLC. Plaintiffs and  
11 Tompkins did not reach a resolution of the above matters.

12 Settlement negotiations between Plaintiffs and Tompkins followed thereafter.

13 Pursuant to the Court’s June 4, 2021 order, Tompkins’ current deadline to  
14 respond to the complaints in the Action is June 18, 2021.

15 **The Settlement**

16 This Settlement Stipulation memorializes the agreement between the Settling  
17 Parties to fully and finally settle the Action and to fully release all Released Claims  
18 against Tompkins and the Tompkins Released Parties (as defined below), with  
19 prejudice, in return for specified consideration as set forth herein.

20 **Tompkins’ Denial Of Wrongdoing And Liability**

21 Tompkins denies any wrongdoing, fault, liability or damage to Plaintiffs and the  
22 Settling Class (as defined below), denies that he engaged in any wrongdoing, denies  
23 that he committed any violation of law, denies that he acted improperly in any way,  
24 believes that he acted properly at all times, asserts that the Action has no merit as  
25 against him, and contends that the Court lacks personal jurisdiction over him. In light,  
26 however, of the uncertainty and the risk of the outcome of any litigation, especially  
27 complex securities litigation, and the difficulties, burdens and substantial expense and  
28 length of time necessary to defend the Action, Tompkins has decided to enter into this

1 Settlement Stipulation (without waiver of, and preserving, all of his defenses,  
2 including as to lack of personal jurisdiction). To eliminate the burden, expense and  
3 uncertainty of further litigation, Tompkins wishes to settle the Action as against him  
4 on the terms and conditions stated in this Settlement Stipulation and to put the  
5 Released Claims (as defined below) to rest finally and forever, without in any way  
6 acknowledging (and expressly denying) any wrongdoing, fault, liability or damage to  
7 Plaintiffs and the Settlement Class. Nothing in this Settlement Stipulation or in the  
8 exhibits attached hereto or in any of the negotiations or proceedings connected with it,  
9 shall in any way be construed or deemed to be evidence of an admission or concession  
10 or waiver on the part of Tompkins with respect to any claim, or of any fault or liability  
11 or wrongdoing or damage whatsoever, or with respect to the defenses that Tompkins  
12 has asserted or may assert (all of which are expressly preserved).

13 **Claims of Plaintiffs And Benefits of Settlement**

14 Plaintiffs believe that the claims asserted in the Action have merit. Plaintiffs,  
15 however, recognize and acknowledge the expense and length of continued proceedings  
16 necessary to prosecute the Action against Tompkins through trial and any further  
17 appeals. Plaintiffs have also taken into account the uncertain outcome and the risk of  
18 any litigation. In particular, Plaintiffs have considered the inherent problems of proof,  
19 the Court's potential lack of personal jurisdiction, and possible defenses to the federal  
20 securities law violations asserted in the Action, including the defenses that have been  
21 or could be asserted by Tompkins during the litigation, including, but not limited to,  
22 in a motion to dismiss, motion for summary judgment, motion for class certification  
23 and at trial. Plaintiffs have therefore determined that the Settlement set forth in this  
24 Settlement Stipulation is fair, adequate, reasonable, and in the best interests of the  
25 Settlement Class.

26 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by  
27 and among the Plaintiffs (on behalf of themselves and each of the Settlement Class  
28 Members) and Tompkins, by and through their respective undersigned counsel, that,

1 subject to the approval of the Court, in consideration of the benefits flowing to the  
2 Settling Parties from the Settlement set forth herein, the Action and the Released  
3 Claims as against the Tompkins Released Parties shall be finally and fully  
4 compromised, settled and released, the Action shall be dismissed fully, finally and  
5 with prejudice as to Tompkins and the Released Claims shall be finally and fully  
6 released as against the Tompkins Released Parties, upon and subject to the terms and  
7 conditions of this Settlement Stipulation, as follows:

8 **1. Definitions**

9 In addition to the terms defined above, the following capitalized terms, used in  
10 this Settlement Stipulation, shall have the meanings specified below:

11 1.1 “Action” means the putative consolidated class action captioned *Chris*  
12 *Hashem, v. NMC Health PLC., et al.*, No. 20-cv-02303-CBM-MAA (C.D. Cal.), which  
13 includes both the Hashem Action and the Huang Action.

14 1.2 “Authorized Claimant” means any Settlement Class Member who is a  
15 Claimant and whose claim for recovery has been allowed pursuant to the terms of this  
16 Settlement Stipulation, the exhibits hereto, and any order of the Court.

17 1.3 “Award to Plaintiffs” means the requested reimbursement to Lead  
18 Plaintiffs for their reasonable costs and expenses (including lost wages) directly  
19 related to Plaintiffs’ representation of the Settlement Class in the Action.

20 1.4 “Business Day” means any day except Saturday or Sunday or any other  
21 day on which national banks are authorized by law or executive order to close in the  
22 State of California.

23 1.5 “Claimant” means any Settlement Class Member who files a Proof of  
24 Claim in such form and manner, and within such time, as the Court shall prescribe.

25 1.6 “Claims” means any and all manner of claims, debts, demands,  
26 controversies, obligations, losses, costs, interest, penalties, fees, expenses, rights,  
27 duties, judgments, sums of money, suits, contracts, agreements, promises, damages,  
28 actions, causes of action and liabilities, of every nature and description in law or equity

1 (including, but not limited to, any claims for damages, whether compensatory, special,  
2 incidental, consequential, punitive, exemplary or otherwise, injunctive relief,  
3 declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert  
4 or consulting fees, costs, or expenses), accrued or unaccrued, known or unknown,  
5 arising under federal, state, common, administrative, or foreign law, or any other law,  
6 rule, or regulation.

7 1.7 "Claims Administrator" means Strategic Claims Services, Inc. ("SCS")  
8 which shall administer the Settlement.

9 1.8 "Non-Settling Defendants" means NMC Health PLC, Prasanth Manghat,  
10 Khalifa Bin Butti, Prashanth Shenoy, and B.R. Shetty.

11 1.9 "Effective Date" shall have the meaning set forth in ¶ 10.3 of this  
12 Stipulation.

13 1.10 "Escrow Account" means an interest-bearing account maintained by the  
14 Escrow Agent (as defined below).

15 1.11 "Escrow Agent" means SCS or its appointed agents or successors.

16 1.12 "Final" when referring to the Partial Final Judgment means exhaustion of  
17 all possible appeals, meaning (i) if no appeal or request for review is filed, the day  
18 after the date of expiration of any time for appeal or review of the Partial Final  
19 Judgment, and (ii) if an appeal or request for review is filed, the day after the date the  
20 last-taken appeal or request for review is dismissed, or the Partial Final Judgment is  
21 upheld on appeal or review in all material respects, and is not subject to further review  
22 on appeal or by certiorari or otherwise; provided, however, that no order of the Court  
23 or modification or reversal on appeal or any other order relating solely to the amount,  
24 payment, or allocation of attorneys' fees and expenses or to the Plan of Allocation  
25 shall constitute grounds for cancellation or termination of this Settlement or affect its  
26 terms, including the release in ¶ 6.1 hereof, or shall affect or delay the date on which  
27 the Partial Final Judgment becomes Final.

28 1.13 "Partial Final Judgment" means the order and judgment to be entered by

1 the Court finally approving the Settlement and dismissing the Action with prejudice  
2 as to Tompkins, materially in the form attached hereto as Exhibit B.

3 1.14 “Lead Plaintiffs” means Chris Hashem, Shengming Huang and Abdul  
4 Razeq Abdul Ahad.

5 1.15 “Co-Lead Counsel” means The Rosen Law Firm, P.A. and Pomerantz  
6 LLP.

7 1.16 “Notice” means the “Notice of Pendency and Proposed Partial Settlement  
8 of Class Action,” which is to be sent to Settlement Class Members substantially in the  
9 form attached hereto as Exhibit A-1.

10 1.17 “Opt-Out” means any one of, and “Opt-Outs” means all of, any Persons  
11 who otherwise would be Settlement Class Members and have timely and validly  
12 requested exclusion from the Settlement Class in accordance with the provisions of  
13 the Preliminary Approval Order and the Notice given pursuant thereto.

14 1.18 “Person” means an individual, corporation, fund, limited liability  
15 corporation, professional corporation, limited liability partnership, partnership, limited  
16 partnership, association, joint stock company, estate, legal representative, trust,  
17 unincorporated association, government or any political subdivision or agency thereof,  
18 and any business or legal entity and their spouses, heirs, predecessors, successors,  
19 representatives, or assigns.

20 1.19 “Plan of Allocation” means a plan or formula for allocating the  
21 Settlement Fund to Authorized Claimants after payment of Administrative Costs,  
22 Taxes and Tax Expenses, and such attorneys’ fees, costs, and expenses as may be  
23 awarded by the Court. Any Plan of Allocation is not a condition to the effectiveness  
24 of this Settlement Stipulation, and the Tompkins Released Parties shall have no  
25 responsibility or liability with respect thereto.

26 1.20 “Plaintiffs” means Lead Plaintiffs.

27 1.21 “Preliminary Approval Order” means the proposed order preliminarily  
28 approving the Settlement and directing notice thereof to the Settlement Class

1 substantially in the form attached hereto as Exhibit A.

2 1.22 “Proof of Claim” means the Proof of Claim and Release Form to be  
3 submitted by Claimants, substantially in the form attached hereto as Exhibit A-2.

4 1.23 “Released Claims” means and includes any and all Claims (including  
5 Unknown Claims as defined in ¶ 1.37), demands, rights, liabilities, and causes of  
6 action of every nature and description whatsoever (including, but not limited to, any  
7 claims for damages, restitution, rescission, interest, attorneys’ fees, expert or  
8 consulting fees, and any other costs, expenses, or liability whatsoever), whether based  
9 on federal, state, local, statutory or common law or any other law, rule or regulation,  
10 whether known or unknown, contingent or absolute, mature or immature, discoverable  
11 or undiscoverable, whether concealed or hidden, suspected or unsuspected, which now  
12 exist, or heretofore have existed, that were asserted or that could have been asserted  
13 by or on behalf of Plaintiffs or any of the Plaintiffs Releasing Parties, in any capacity,  
14 arising out of or relating in any way to the purchase or sale of NMC Health PLC  
15 American Depositary Shares (“ADSs”) during the Settlement Class Period or to any  
16 and all of the acts, facts, events, matters, transactions, occurrences, statements, or  
17 omissions that relate to the claims in the Action or which were or could have been  
18 alleged by or on behalf of Plaintiffs or any of the Plaintiffs Releasing Parties in the  
19 Action. Notwithstanding the foregoing, “Released Claims” does not include claims  
20 against any Non-Settling Defendants or claims to enforce the terms of this Settlement  
21 Stipulation or orders or judgments issued by the Court in connection with this  
22 Settlement.

23 1.24 “Plaintiffs Released Parties” means Plaintiffs, Co-Lead Counsel and  
24 Settlement Class Members, and each of their respective parent entities, associates,  
25 affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family  
26 members, heirs, representatives, administrators, executors, devisees, legatees, and  
27 estates. (The Tompkins Released Parties and the Plaintiffs Released Parties shall  
28 sometimes be referred to herein collectively as the “Released Parties”).



1           1.25 “Plaintiffs Releasing Parties” means jointly and severally, individually  
2 and collectively, Plaintiffs, each and every Settlement Class Member, each of their  
3 respective present, former and future direct and indirect parent entities, associates,  
4 affiliates, subsidiaries, predecessors, successors, and the officers, directors, attorneys,  
5 assigns, legal representatives, and agents of each of them, each of their respective  
6 officers, directors, attorneys, legal representatives, and agents, and any Person which  
7 is or was related to or affiliated with any of Plaintiffs Releasing Parties or in which  
8 any of the Plaintiffs Releasing Parties has a controlling interest, and each of their  
9 respective immediate family members, heirs, representatives, administrators,  
10 executors, trustees, successors, assigns, devisees, legatees, and estates. (The Plaintiffs  
11 Releasing Parties and the Tompkins Releasing Parties (as defined in paragraph 6.3  
12 below) shall sometimes be referred to herein collectively as the “Releasing Parties”).

13           1.25A “Postcard Notice” means the notice to be formatted to a postcard  
14 containing substantially the same text as Exhibit A-4.

15           1.26 “Settlement” means the settlement contemplated by this Settlement  
16 Stipulation.

17           1.27 “Settlement Administration Costs” means all costs and expenses  
18 associated with providing notice of the Settlement to the Settlement Class and  
19 otherwise administering or carrying out the terms of the Settlement. Such costs may  
20 include, without limitation: the costs of publishing the Summary Notice, Notice and  
21 Proof of Claim, the costs of printing and mailing the Postcard notice, as directed by  
22 the Court, and the costs of allocating and distributing the Net Settlement Fund (as  
23 defined in paragraph 7.1) to the Authorized Claimants. Such costs do not include legal  
24 fees.

25           1.28 “Settlement Amount” means the sum of \$120,000 (One Hundred Twenty  
26 Thousand U.S. Dollars). The Settlement Amount includes, to the extent applicable,  
27 all Settlement Administration Costs, Co-Lead Counsel’s attorneys’ fees and expenses  
28 (as allowed by the Court), Award to Plaintiffs (as allowed by the Court), Settlement

1 Class Member benefits, as well as any other costs, expenses, or fees of any kind  
2 whatsoever associated with the Settlement.

3 1.29 “Settlement Class” means all Persons that purchased or acquired NMC  
4 Health PLC ADSs between March 13, 2016 and March 10, 2020, both dates inclusive  
5 (“Settlement Class Period”) excluding: (i) the Defendants; (ii) current and former  
6 officers and directors of NMC Health PLC and the Tompkins Released Parties; (iii)  
7 the respective spouses, children, or parents of any Person excluded under  
8 subparagraphs (i) through (ii) of this paragraph; (iv) any Person more than 5% owned  
9 or directly or indirectly controlled by any Person excluded under subparagraphs (i)  
10 through (iii) of this paragraph or any trust of which such a Person is a beneficiary or  
11 of which any Person or entity is related or affiliated to a beneficiary or a trustee; (v)  
12 the respective heirs, successors, trustees and assigns of any Person excluded under  
13 paragraphs (i) through (iv); and (vi) those Persons who file valid and timely requests  
14 for exclusion in accordance with the Court’s Preliminary Approval Order. Plaintiffs  
15 may take discovery to determine whether any Claimant is an excluded Person.

16 1.30 “Settlement Class Member” means any one of, and “Settlement Class  
17 Members” means all of, the members of the Settlement Class.

18 1.31 “Settlement Class Period” means the period from March 13, 2016  
19 through March 10, 2020, both dates inclusive.

20 1.32 “Settlement Fund” means all funds transferred to the Escrow Account  
21 pursuant to this Settlement Stipulation and any interest or other income earned thereon.

22 1.33 “Settlement Hearing” means the hearing at or after which the Court will  
23 make a final decision pursuant to Rule 23 of the Federal Rules of Civil Procedure as  
24 to whether the Settlement contained in the Settlement Stipulation is fair, reasonable  
25 and adequate, and therefore, should receive final approval from the Court.

26 1.34 “Settling Defendant” or “Tompkins” means H.J. Mark Tompkins.

27 1.35 “Settling Party” means any one of, and “Settling Parties” means all of,  
28 the parties to the Settlement Stipulation, namely Tompkins and Plaintiffs (on behalf of

1 themselves and the Settlement Class).

2 1.35A “Summary Notice” means the publication notice having substantially  
3 the same text as Exhibit A-3.

4 1.36 “Tompkins Released Parties” and, individually, “Tompkins Released  
5 Party” means Tompkins, his attorneys, immediate family members, heirs,  
6 representatives, insurers (solely in their capacity as insurers for Tompkins), agents,  
7 administrators, executors, devisees, legatees, estates, predecessors, successors in  
8 interest or assigns, or any person, firm, trust, corporation or other entity in which  
9 Tompkins has a controlling interest.

10 1.37 “Unknown Claims” means and includes any and all claims that one or  
11 more Releasing Parties does not know or suspect to exist in his, her or its favor at the  
12 time of the release of the Released Parties. This includes claims which, if known by  
13 him, her or it, might have affected his, her or its settlement with and release of the  
14 Released Parties, or might have affected his, her or its decision(s) with respect to the  
15 Settlement and the Released Claims, including his, her, or its decision to object or not  
16 to object to this Settlement. The Settling Parties expressly acknowledge, and the  
17 Releasing Parties by operation of the Partial Final Judgment, shall have, and shall be  
18 deemed to have expressly waived and relinquished any and all provisions, rights, and  
19 benefits conferred by any law of any state or territory of the United States or any other  
20 jurisdiction, or principle of common law that is, or is similar, comparable, or  
21 equivalent to California Civil Code ¶ 1542, which provides:

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

26 Plaintiffs, Releasing Parties, or Released Parties may hereafter discover facts,  
27 legal theories, or authorities in addition to or different from those which he, she or it  
28 now knows or believes to be true with respect to the subject matter of the Released

1 Claims, but upon the Effective Date and by operation of the Partial Final Judgment,  
2 each Releasing Party and Released Party shall have settled and released, fully, finally,  
3 and forever, any and all Released Claims, without regard to the subsequent discovery  
4 or existence of such different or additional facts, legal theories, or authorities. The  
5 Settling Parties expressly acknowledge, and each Releasing Party and Released Party  
6 by operation of law shall be deemed to have acknowledged, that the inclusion of  
7 “Unknown Claims” in the definition of Released Claims was separately bargained for  
8 and a material element of the Settlement.

9 **2. The Settlement Consideration**

10 2.1 In consideration of the full and final release, settlement and discharge of  
11 all Released Claims against the Tompkins Released Parties, Tompkins shall (subject  
12 to ¶ 10.3) within thirty (30) calendar days after the date of entry by the Court of the  
13 Preliminary Approval Order, pay or cause to be paid the Settlement Amount into the  
14 Escrow Account. The payment referenced above is not required to be made until after  
15 Tompkins’ counsel receives from Co-Lead Counsel wire instructions (that include the  
16 bank name, ABA routing number, account name and number of the Escrow Account)  
17 and a signed W-9 form reflecting a valid taxpayer identification number for the  
18 qualified settlement fund into which the Settlement Amount is to be deposited.

19 2.2 Under no circumstances will Tompkins or his insurers be required to pay,  
20 or cause payment of, more than the Settlement Amount pursuant to this Settlement  
21 Stipulation and the Settlement for any reason whatsoever, including, without  
22 limitation, as compensation to any Settlement Class Member, as payment of attorneys’  
23 fees and expenses awarded by the Court, in payment of any fees or expenses incurred  
24 by any Settlement Class Member or Co-Lead Counsel, or as interest on the Settlement  
25 Amount of any kind and relating to any time period (including prior to the payment of  
26 the Settlement Amount into the Escrow Account).

27 **3. Handling And Disbursement Of Funds By The**  
28 **Escrow Agent**

1           3.1 No monies will be disbursed from the Settlement Fund until after the  
2 Effective Date except:

- 3                   (a) As provided in ¶ 3.3 below;  
4                   (b) As provided in ¶ 8.2 below;  
5                   (c) As provided in ¶ 10.9 below, if applicable; and  
6                   (d) To pay Taxes and Tax Expenses (as defined in ¶ 4.1 below)  
7 on the income earned by the Settlement Fund. Taxes and Tax Expenses shall be paid  
8 out of the Settlement Fund and shall be considered to be a cost of administration of  
9 the Settlement and shall be timely paid by the Escrow Agent without prior Order of  
10 the Court.

11           3.2 The Escrow Agent shall invest the Settlement Fund in short term  
12 instruments backed by the full faith and credit of the United States Government or  
13 fully insured by the United States Government or an agency thereof, and shall reinvest  
14 the proceeds of these instruments as they mature in similar instruments at their then-  
15 current market rates. The Escrow Agent shall bear all responsibility and liability for  
16 managing the Escrow Account and cannot assign or delegate its responsibilities  
17 without approval of the Settling Parties and the insurer (if applicable). Tompkins, his  
18 counsel, his insurers (if applicable), and the other Tompkins Released Parties shall  
19 have no responsibility for, interest in, or any liability whatsoever with respect to any  
20 investment or management decisions executed by the Escrow Agent. The Settlement  
21 Fund shall bear all risks related to the investments of the Settlement Amount in  
22 accordance with the guidelines set forth in this ¶ 3.2.

23           3.3 The Escrow Agent shall not disburse the Settlement Fund except as  
24 provided in this Settlement Stipulation, by an order of the Court, or with the written  
25 agreement of counsel for Tompkins.

26                                   **4. Taxes**

27           4.1 The Settling Parties agree to treat the Settlement Fund as being at all times  
28 a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1.

1 In addition, Co-Lead Counsel or their designee shall timely make such elections as  
2 necessary or advisable to carry out the provisions of this ¶ 4.1, including the “relation-  
3 back election” (as defined in Treasury Regulation § 1.468B-1) back to the earliest  
4 permitted date. Such elections shall be made in compliance with the procedures and  
5 requirements contained in such regulations. It shall be the responsibility of Co-Lead  
6 Counsel or their designee to timely and properly prepare and deliver the necessary  
7 documentation for signature by all necessary parties, and thereafter to cause the  
8 appropriate filing to occur.

9 (a) For purposes of § 1.468B of the Internal Revenue Code of 1986,  
10 as amended, and Treasury Regulation § 1.468B-2(k)(3) promulgated thereunder, the  
11 “administrator” shall be Co-Lead Counsel or their designee. Co-Lead Counsel or their  
12 designee shall timely and properly file all informational and other tax returns necessary  
13 or advisable with respect to the Settlement Fund (including without limitation the  
14 returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the  
15 election described in this ¶ 4.1) shall be consistent with this ¶ 4.1 and in all events shall  
16 reflect that all Taxes (including any estimated Taxes, interest or penalties) on the  
17 income earned by the Settlement Fund shall be paid out of the Settlement Fund.

18 (b) All Taxes (including any estimated Taxes, interest or penalties)  
19 arising with respect to the income earned by the Settlement Fund, including any Taxes  
20 or tax detriments that may be imposed upon Tompkins or his insurers with respect to  
21 any income earned by the Settlement Fund for any period during which the Settlement  
22 Fund does not qualify as a “qualified settlement fund” for federal or state income tax  
23 purposes (“Taxes”), and all expenses and costs incurred in connection with the  
24 operation and implementation of this ¶ 4.1 (including, without limitation, expenses of  
25 tax attorneys and/or accountants and mailing and distribution costs and expenses or  
26 penalties relating to filing (or failing to file) the returns described in this ¶ 4.1) (“Tax  
27 Expenses”), shall be paid out of the Settlement Fund, as appropriate. Tompkins, his  
28 counsel, his insurers (if applicable) and the other Tompkins Released Parties shall have

1 no liability or responsibility for the Taxes or the Tax Expenses. Taxes and Tax  
2 Expenses shall be treated as, and considered to be, a cost of administration of the  
3 Settlement and shall be timely paid out of the Settlement Fund without prior order  
4 from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein  
5 to the contrary) to withhold from distribution to Authorized Claimants any funds  
6 necessary to pay such amounts, including the establishment of adequate reserves for  
7 any Taxes and Tax Expenses (as well as any amounts that may be withheld under  
8 Treasury Regulation § 1.468B-2(1)(2)). Tompkins, his counsel, his insurers and the  
9 other Tompkins Released Parties shall have no responsibility for, interest in, or any  
10 liability whatsoever with respect to the foregoing provided in this ¶ 4.1. The Settling  
11 Parties agree to cooperate with each other, and their tax attorneys and accountants, to  
12 the extent reasonably necessary to carry out the provisions of this ¶ 4.1.

13 **5. Preliminary Approval Order, Notice Order, And**  
14 **Settlement Hearing**

15 5.1 No later than seven (7) days after the full execution of this Settlement  
16 Stipulation, Co-Lead Counsel shall submit this Settlement Stipulation and its exhibits  
17 to the Court and shall apply for preliminary approval of the Settlement set forth in this  
18 Settlement Stipulation, entry of a Preliminary Approval Order approving the website  
19 posting of the Notice and Proof of Claim, the publication via newswire of a Summary  
20 Notice, and the mailing of a Postcard Notice, substantially in the form of Exhibits A,  
21 A-1, A-2, A-3 and A-4. The Notice (Exhibit A-1) shall include the general terms of  
22 the Settlement and the provisions of the Plan of Allocation, and shall set forth the  
23 procedure by which recipients of the Notice may object to the Settlement or the Plan  
24 of Allocation or request to be excluded from the Settlement Class. The date and time  
25 of the Settlement Hearing shall be added to the Postcard Notice, Summary Notice and  
26 Notice before they are mailed or otherwise provided to Settlement Class Members.  
27 Tompkins shall not object to, or have any responsibility for, Co-Lead Counsel's  
28 proposed Plan of Allocation.





1 Partial Final Judgment shall also bar all claims by the Tompkins Released Parties  
2 against all Persons, including but not limited to the Non-Settling Defendants, for  
3 indemnity or contribution, however denominated, seeking the recovery of all or any  
4 part of the Settlement Amount or the cost of defending the Action. The Partial Final  
5 Judgment shall also contain the “Complete Bar Order,” as set forth in paragraph 9 of  
6 Exhibit B hereto, which is a material element of the Settlement.

7 6.3 Upon the Effective Date, Tompkins, on behalf of himself and his  
8 successors and assigns (“Tompkins Releasing Parties”), shall be deemed to have, and  
9 by operation of the Partial Final Judgment shall have, fully, finally, and forever  
10 released, relinquished, and discharged Plaintiffs Released Parties from all Claims,  
11 whether known or unknown, which arise out of, concern or relate to the institution,  
12 prosecution, settlement or dismissal of the Action insofar as it concerns the Tompkins  
13 Released Parties (“Tompkins Released Claims”), and shall be permanently enjoined  
14 from prosecuting the Tompkins Released Claims against the Plaintiffs Released  
15 Parties. Nothing contained herein shall, however, bar the Tompkins Released Parties  
16 from bringing any action or claim to enforce the terms of this Settlement Stipulation  
17 or the Partial Final Judgment.

18 **7. Administration And Calculation Of Claims, Final**  
19 **Awards And Supervision And Distribution Of The Settlement**  
20 **Fund**

21 7.1 Under the supervision of Co-Lead Counsel, acting on behalf of the  
22 Settlement Class, and subject to such supervision and direction of the Court as may be  
23 necessary or as circumstances may require, the Claims Administrator shall administer  
24 and calculate the claims submitted by Settlement Class Members and shall oversee  
25 distribution of the Net Settlement Fund (as defined below) to Authorized Claimants.

26 7.2 The Settlement Fund shall be applied as follows:

- 27 (a) To pay the Taxes and Tax Expenses described in ¶ 4.1 above;  
28 (b) To pay Administrative Costs;

1 (c) To reimburse Co-Lead Counsel for their expenses (“Expense  
2 Award”), to the extent allowed by the Court; and

3 (d) To distribute the balance of the Settlement Fund, that is, the  
4 Settlement Fund less the items set forth in ¶ 7.2(a), (b), and (c) hereof (“Net Settlement  
5 Fund”), plus all accrued interest, to the Authorized Claimants as allowed by this  
6 Settlement Stipulation, the Plan of Allocation, or the Court.

7 7.3 Upon and after the Effective Date, the Net Settlement Fund shall be  
8 distributed to Authorized Claimants in accordance with the terms of the Plan of  
9 Allocation set forth in the Notice and any orders of the Court.

10 7.4 This is not a claims-made settlement, and if all conditions of the  
11 Settlement Stipulation are satisfied and the Partial Final Judgment becomes Final, no  
12 portion of the Settlement Fund will be returned to Tompkins or his insurers. Tompkins,  
13 his counsel, his insurers and the other Tompkins Released Parties shall have no  
14 responsibility for, involvement in, interest in, or liability whatsoever with respect to  
15 the investment or distribution of the Net Settlement Fund, the Plan of Allocation, the  
16 determination, administration, or calculation of claims, the payment or withholding of  
17 Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person  
18 shall have any claims against Co-Lead Counsel, the Claims Administrator or any other  
19 agent designated by Co-Lead Counsel based on distribution determinations or claim  
20 rejections made substantially in accordance with this Settlement Stipulation and the  
21 Settlement contained herein, the Plan of Allocation, or orders of the Court. Co-Lead  
22 Counsel shall have the right, but not the obligation, to waive what they deem to be  
23 formal or technical defects in any Proofs of Claim filed, where doing so is in the  
24 interest of achieving substantial justice.

25 7.5 It is understood and agreed by the Settling Parties that any proposed Plan  
26 of Allocation of the Net Settlement Fund including, but not limited to, any adjustments  
27 to an Authorized Claimant’s claim set forth therein, is not a condition of this  
28 Settlement Stipulation and is to be considered by the Court separately from the Court’s

1 consideration of the fairness, reasonableness, and adequacy of the Settlement set forth  
2 in this Settlement Stipulation. Any order or proceedings relating to the Plan of  
3 Allocation, or any appeal from any order relating thereto or reversal or modification  
4 thereof, shall not operate to modify, terminate or cancel this Settlement Stipulation, or  
5 affect or delay the finality of the Partial Final Judgment and the releases contained  
6 therein, or any other orders entered pursuant to this Settlement Stipulation.

7 7.6 If any funds remain in the Net Settlement Fund by reason of uncashed  
8 checks or otherwise, then, after the Claims Administrator has made reasonable and  
9 diligent efforts to have Settlement Class Members who are entitled to participate in  
10 the distribution of the Net Settlement Fund cash their distribution checks, any balance  
11 remaining in the Net Settlement Fund six (6) months after the initial distribution of  
12 such funds shall be re-distributed, after payment of any unpaid costs or fees incurred  
13 in administering the Net Settlement Fund for such redistribution, to Settlement Class  
14 Members who have cashed their checks and who would receive at least \$10.00 from  
15 such re-distribution. If any funds shall remain in the Net Settlement Fund six months  
16 after such re-distribution, then such balance shall be contributed to a non-sectarian  
17 charity or any not-for-profit successor of it chosen by Co-Lead Counsel, with the  
18 approval of the Court.

## 19 8. Co-Lead Counsel's Reimbursement Of Expenses

20 8.1 Co-Lead Counsel may submit an application or applications ("Expense  
21 Application") for distributions from the Settlement Fund to Co-Lead Counsel for  
22 reimbursement of actual costs and expenses, including the fees and expenses of any  
23 experts or consultants, incurred in connection with prosecuting the Action. Tompkins  
24 shall take no position with respect to the Expense Application(s). Co-Lead Counsel  
25 do not intend to seek an award of attorneys' fees from the distribution of the proceeds  
26 of the Settlement. In the event that future settlements are achieved for the benefit of  
27 the Settlement Class, Co-Lead Counsel reserve the right to seek an award of attorneys'  
28 fees based on a percentage of total amounts recovered, which shall come solely from

1 the proceeds of any future settlements.

2 8.2 Except as otherwise provided in this paragraph, the expenses awarded by  
3 the Court shall be paid to Co-Lead Counsel from the Settlement Fund within five (5)  
4 calendar days after the date the Court enters the Partial Final Judgment and an order  
5 awarding such expenses, notwithstanding any objections to or appeals of such order  
6 or of the Partial Final Judgment. In the event that the Effective Date does not occur,  
7 or the Partial Final Judgment is reversed or modified in any way that affects the award  
8 of expenses, or the Settlement Stipulation is terminated for any other reason, then Co-  
9 Lead Counsel shall be jointly and severally obligated to refund to the Escrow Account,  
10 within ten (10) Business Days from receiving notice from Tompkins' counsel or from  
11 a court of appropriate jurisdiction, either the full amount of the expenses or an amount  
12 consistent with any modification of the Partial Final Judgment with respect to the  
13 Expense Award, including accrued interest at the same rate as is earned by the  
14 Settlement Fund. Co-Lead Counsel agree that the law firms and its partners and/or  
15 shareholders are subject to jurisdiction of the Court for the purpose of enforcing the  
16 provisions of this paragraph, and shall be jointly and severally liable for repayment of  
17 all expenses awarded by the Court. Furthermore, without limitation, Co-Lead Counsel  
18 agree that the Court may, upon application of Tompkins, summarily issue orders,  
19 including, without limitation, judgments and attachment orders and may make  
20 appropriate findings of or sanctions for contempt against the firms should they fail  
21 timely to repay expenses pursuant to this paragraph. Any Award to Plaintiffs shall not  
22 be paid from the Settlement Fund until after the Effective Date.

23 8.3 The procedure for, and allowance or disallowance by the Court of, the  
24 Expense Application are not a condition of the Settlement set forth in this Settlement  
25 Stipulation and are to be considered by the Court separately from the Court's  
26 consideration of the fairness, reasonableness, and adequacy of the Settlement set forth  
27 in this Settlement Stipulation. Any order or proceeding relating to the Expense  
28 Application, or any objection to, motion regarding, or appeal from any order or

1 proceeding relating thereto or reversal or modification thereof, shall not operate to  
2 modify, terminate or cancel this Settlement Stipulation, or affect or delay the finality  
3 of the Partial Final Judgment or the releases contained therein or any other orders  
4 entered pursuant to this Settlement Stipulation.

5 8.4 Any award of expenses to Co-Lead Counsel shall be paid solely from the  
6 Settlement Fund and shall reduce the settlement consideration paid to the Settlement  
7 Class accordingly. Tompkins shall not have any responsibility for payment of Co-Lead  
8 Counsel's attorneys' fees and interest, expenses or other awards to Plaintiffs. The  
9 Tompkins Released Parties shall have no responsibility for, and no liability whatsoever  
10 with respect to, any payments to Co-Lead Counsel, Plaintiffs, the Settlement Class  
11 and/or any other Person who receives payment from the Settlement Fund.

## 12 9. Class Certification

13 9.1 In the Partial Final Judgment, the Settlement Class shall be certified only  
14 for purposes of this Settlement, but in the event that the Final Judgment does not  
15 become Final or the Settlement fails to become effective for any reason, all Settling  
16 Parties reserve all their rights on all issues, including class certification. For purposes  
17 of this Settlement only, in connection with the Partial Final Judgment, Tompkins shall  
18 not oppose (i) the appointment of Plaintiffs as the class representatives, (ii) the  
19 appointment of Co-Lead Counsel as class counsel, and (iii) the certification of the  
20 Settlement Class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil  
21 Procedure for purposes of this Settlement.

## 22 10. Conditions Of Settlement, Effect of Disapproval, 23 Cancellation Or Termination

24 10.1 Plaintiffs, on behalf of the Settlement Class, and Tompkins shall each  
25 have the right to terminate the Settlement and the Settlement Stipulation by providing  
26 written notice of his or its election to do so ("Termination Notice") to all other Settling  
27 Parties within seven (7) business days of:

28 (i) entry of a Court order declining to enter the Preliminary Approval Order

1 in any material respect;

2 (ii) entry of a Court order refusing to approve this Settlement Stipulation in  
3 any material respect;

4 (iii) entry of a Court order declining to enter the Partial Final Judgment (in  
5 the form attached hereto as Exhibit B) in any material respect;

6 (iv) entry of a Court order refusing to dismiss the Action with prejudice as to  
7 Tompkins;

8 (v) entry of an order by which the Partial Final Judgment is modified or  
9 reversed in any material respect by any appeal or review;

10 (vi) failure on the part of any Settling Party to abide, in material respect, with  
11 the terms of this Settlement Stipulation. In the absence of any of the events enumerated  
12 in the preceding sentence, ¶ 10.2, ¶ 10.3, ¶ 10.5, ¶ 10.6 or ¶ 10.7, no Settling Party  
13 shall have the right to terminate the Settlement Stipulation for any reason.

14 10.2 If the Settlement Amount is not paid into the Escrow Account in  
15 accordance with ¶ 2.1 of this Settlement Stipulation, then Plaintiffs, on behalf of the  
16 Settlement Class, and not Tompkins (other than in accordance with ¶ 10.3), shall have  
17 the right to (a) terminate the Settlement and Settlement Stipulation by providing  
18 written notice to Tompkins at any time prior to the Court's entry of the Partial Final  
19 Judgment; or (b) enforce the terms of the Settlement and this Settlement Stipulation  
20 and seek a judgment effecting the terms herein.

21 10.3 The Effective Date of this Settlement Stipulation ("Effective Date") shall  
22 not occur unless and until each of the following events occurs, and it shall be the date  
23 upon which the last in time of the following events occurs:

24 (a) Tompkins has not exercised his option to terminate the Settlement  
25 pursuant to ¶ 10.5;

26 (b) The Court has entered the Preliminary Approval Order attached hereto as  
27 Exhibit A or an order containing materially the same terms;

28 (c) The sum of \$120,000 (One Hundred Twenty Thousand U.S. Dollars) has

1 been paid into the Escrow Account, as set forth in ¶ 2.1 above;

2 (d) The Court has approved the Settlement, following notice to the  
3 Settlement Class and the Settlement Hearing, and has entered the Partial Final  
4 Judgment;

5 (e) The Partial Final Judgment has become Final as defined in ¶ 1.12 and

6 (f) The Action has been dismissed with prejudice as to Tompkins.

7 10.4 Upon the occurrence of the Effective Date, any and all interest or right of  
8 Tompkins or his insurers (if applicable) in or to the Settlement Fund, if any, shall be  
9 absolutely and forever extinguished, except as set forth in this Settlement Stipulation.

10 10.5 If prior to entry of Partial Final Judgment, Persons who otherwise would  
11 be Settlement Class Members have filed with the Court valid and timely requests for  
12 exclusion from the Settlement Class in accordance with the provisions of the  
13 Preliminary Approval Order and the Notice given pursuant thereto (“Opt-Outs”), and  
14 such Persons in the aggregate purchased NMC Health PLC ADSs during the  
15 Settlement Class Period in an amount greater than the amount specified in a separate  
16 Supplemental Agreement between the Settling Parties (“Supplemental Agreement”),  
17 then Tompkins shall have the option to terminate this Settlement Stipulation and  
18 Settlement in strict accordance with the requirements and procedures set forth in the  
19 Supplemental Agreement (hereinafter the “Supplemental Termination Option”). The  
20 Supplemental Agreement shall not be filed with the Court unless and until a dispute  
21 among the Settling Parties concerning its interpretation or application arises.

22 10.6 Tompkins shall not have the right to terminate the Settlement Stipulation  
23 if the Settlement Amount is not paid pursuant to ¶ 2.1 (other than in accordance with  
24 ¶ 10.3). None of the Settling Parties, or any of them, shall have any obligation  
25 whatsoever to proceed under any terms other than those provided for and agreed  
26 herein. If any Settling Party engages in a material breach of the terms hereof, any other  
27 Settling Party, provided that it is in substantial compliance with the terms of this  
28 Stipulation, may terminate this Settlement Stipulation on notice to all the Settling

1 Parties.

2 In the event the Settlement Stipulation shall terminate, or be canceled, or shall  
3 not become effective for any reason, the Settling Parties shall be restored to their  
4 respective positions in the Action immediately prior to June 1, 2021, and they shall  
5 proceed in all respects as if the Settlement Stipulation had not been executed and the  
6 related orders had not been entered, and in that event all of their respective claims  
7 and defenses as to any issue in the Action (including, without limitation, Tompkins'  
8 defenses based on lack of personal jurisdiction and forum non conveniens) shall be  
9 preserved without prejudice.

10 10.7 An express and material condition of this Settlement is that, during the  
11 settlement documentation and approval process (and unless the Settlement is  
12 terminated, canceled or fails to become effective for any reason), (i) Tompkins shall  
13 not be required to respond to the complaints in the Action; (ii) Plaintiffs shall not be  
14 required to oppose Tompkins' anticipated motions (described above); and (iii)  
15 Plaintiffs shall not serve any discovery requests on, or otherwise attempt to obtain  
16 discovery from, Tompkins in the Action. In the event that the Settlement is  
17 terminated, canceled, or fails to become effective, Tompkins shall have 21 days from  
18 such event to respond to the complaints. To that end, Plaintiffs and Tompkins shall  
19 execute and submit to the Court such stipulation(s), motion(s) and proposed order(s)  
20 as are necessary to obtain a Court order (or orders) extending Tompkins' deadline to  
21 respond to the complaints (which is currently June 18, 2021), pending completion of  
22 the settlement approval process (i.e. pending final determination of whether the  
23 Settlement should be finally approved and pending the Effective Date). In the event  
24 that the Court is not amenable to extending Tompkins' response deadline as described  
25 above, then this Settlement and the Settlement Stipulation shall automatically be null  
26 and void and of no further force or effect (unless Plaintiffs and Tompkins expressly  
27 agree otherwise).

28 10.8 In the event that the Settlement Stipulation is not approved by the Court



1 or the Settlement set forth in this Settlement Stipulation is terminated or fails to  
2 become effective in accordance with its terms, the terms and provisions of this  
3 Settlement Stipulation, except as otherwise provided herein, shall have no further force  
4 and effect with respect to the Settling Parties and shall not be used in the Action or in  
5 any other proceeding for any purpose, and any judgment or order entered by the Court  
6 in accordance with the terms of this Settlement Stipulation shall be treated as vacated,  
7 *nunc pro tunc*.

8 10.9 In the event the Settlement Stipulation shall be terminated, or be canceled,  
9 or shall not become effective for any reason, within seven (7) Business Days (except  
10 as otherwise provided in the Supplemental Agreement) after the occurrence of such  
11 event, the Settlement Fund (less taxes already paid and any Administrative Costs  
12 which have either been disbursed or are determined to be chargeable) shall be refunded  
13 to Tompkins' insurers, plus accrued interest attributable to that amount, by check or  
14 wire transfer pursuant to written instructions from Tompkins' counsel.

15 10.10 No order of the Court or modification or reversal on appeal of any order  
16 of the Court concerning the Plan of Allocation or Expense Application shall constitute  
17 grounds for cancellation or termination of the Settlement Stipulation.

#### 18 **11. No Admission Of Liability Or Wrongdoing**

19 11.1 The Settling Parties covenant and agree that neither this Settlement  
20 Stipulation, nor the fact nor any terms of the Settlement, nor any communication  
21 relating thereto, nor the Supplemental Agreement, is evidence, or an admission,  
22 presumption or concession by any Settling Party or their counsel, any Settlement Class  
23 Member, or any of the Tompkins Released Parties, of any fault, liability or wrongdoing  
24 whatsoever, as to any facts or claims alleged or that have been or could have been  
25 asserted in the Action, or in any other actions or proceedings, or as to the validity or  
26 merit of any of the claims or defenses alleged or that have been or could have been  
27 asserted in any such action or proceeding. This Settlement Stipulation is not a finding  
28 or evidence of the validity or invalidity of any claims or defenses in the Action, any

1 wrongdoing by any Settling Party, Settlement Class Member, or any of the Tompkins  
2 Released Parties, or any damages or injury to any Settling Party or Settlement Class  
3 Member. Neither this Settlement Stipulation, nor the Supplemental Agreement, nor  
4 any of the terms and provisions of this Settlement Stipulation or the Supplemental  
5 Agreement, nor any of the negotiations or proceedings in connection therewith, nor  
6 any of the documents or statements referred to herein or therein, nor the Settlement,  
7 nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in  
8 connection therewith, (a) shall (i) be argued to be, used or construed as, offered or  
9 received in evidence as, or otherwise constitute an admission, concession,  
10 presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury  
11 or damages, or of any wrongful conduct, acts or omissions on the part of any Settling  
12 Party, or of any infirmity of any defense, or of any damages to the Plaintiffs or any  
13 other Settlement Class Member, or (ii) otherwise be used to create or give rise to any  
14 inference or presumption against any of the Tompkins Released Parties concerning  
15 any fact or any purported liability, fault, or wrongdoing of the Tompkins Released  
16 Parties or any injury or damages to any person or entity, or (b) shall otherwise be  
17 admissible, referred to or used in any proceeding of any nature, for any purpose  
18 whatsoever; provided, however, that the Settlement Stipulation or the Supplemental  
19 Agreement or the Partial Final Judgment may be introduced in any proceeding,  
20 whether in the Court or otherwise, as may be necessary to enforce the Settlement or  
21 Supplemental Agreement or Partial Final Judgment, or as otherwise required by law.

## 12. Miscellaneous Provisions

12.1 Except in the event of the filing of a Termination Notice pursuant to ¶¶  
10.1, 10.2, 10.3, 10.5, 10.6 or 10.7 of this Settlement Stipulation or termination notice  
in accordance with the Settling Parties' Supplemental Agreement, the Settling Parties  
shall take all actions necessary to consummate this Settlement; and agree to cooperate  
with each other to the extent reasonably necessary to effectuate and implement all  
terms and conditions of the Settlement Stipulation.

1           12.2 The Settling Parties and their counsel represent that they will not  
2 encourage or otherwise influence (or seek to influence) any Settlement Class Members  
3 to request exclusion from, or object to, the Settlement.

4           12.3 Each of the attorneys executing this Stipulation, any of its exhibits, or any  
5 related settlement documents on behalf of any Settling Party hereto hereby warrants  
6 and represents that he or she has been duly empowered and authorized to do so by the  
7 Settling Party he or she represents.

8           12.4 Plaintiffs and Co-Lead Counsel represent and warrant that the Plaintiffs  
9 are Settlement Class Members and none of Plaintiffs' claims or causes of action  
10 against Tompkins in the Action, or referred to in this Stipulation, or that could have  
11 been alleged against Tompkins in the Action have been assigned, encumbered or in  
12 any manner transferred in whole or in part.

13           12.5 This Settlement Stipulation, together with the Supplemental Agreement,  
14 constitutes the entire agreement between the Settling Parties related to the Settlement  
15 and supersedes any prior agreements. No representations, warranties, promises,  
16 inducements or other statements have been made to or relied upon by any Settling  
17 Party concerning this Settlement Stipulation, other than the representations, warranties  
18 and covenants expressly set forth herein and in the Supplemental Agreement.  
19 Plaintiffs, on behalf of themselves and the Settlement Class, acknowledge and agree  
20 that any and all other representations and warranties of any kind or nature, express or  
21 implied, are specifically disclaimed and were not relied upon in connection with this  
22 Settlement Stipulation. In entering this Settlement Stipulation, the Settling Parties  
23 relied solely upon their own knowledge and investigation. Except as otherwise  
24 provided herein, each Settling Party shall bear its own costs.

25           12.6 This Settlement Stipulation may not be modified or amended, nor may  
26 any of its provisions be waived, except by a writing signed by all Settling Parties or  
27 their counsel or their respective successors in interest.

28           12.7 This Settlement Stipulation shall be binding upon, and shall inure to the

1 benefit of, the Settling Parties and their respective agents, successors, executors, heirs,  
2 and assigns.

3 12.8 The Tompkins Released Parties and Plaintiffs Released Parties who do  
4 not appear on the signature lines below, are acknowledged and agreed to be third party  
5 beneficiaries of this Settlement Stipulation and Settlement.

6 12.9 The headings herein are used for the purpose of convenience only and are  
7 not meant to have legal effect.

8 12.10 This Settlement Stipulation may be executed in any number of  
9 counterparts by any of the signatories hereto and the transmission of an original  
10 signature page electronically (including by facsimile or portable document format)  
11 shall constitute valid execution of the Settlement Stipulation as if all signatories hereto  
12 had executed the same document. Copies of this Settlement Stipulation executed in  
13 counterpart shall constitute one agreement.

14 12.11 This Settlement Stipulation, the Settlement, the Supplemental Agreement  
15 and any and all disputes arising out of or relating in any way to this Settlement  
16 Stipulation, whether in contract, tort or otherwise, shall be governed by and construed  
17 in accordance with the laws of the State of California without regard to conflict of laws  
18 principles.

19 12.12 The Settlement Stipulation shall not be construed more strictly against  
20 one Party than another merely by virtue of the fact that it, or any part of it, may have  
21 been prepared by counsel for one of the Settling Parties, it being recognized that it is  
22 the result of arm's-length negotiations between the Settling Parties, and all Settling  
23 Parties have contributed substantially and materially to the preparation of this  
24 Settlement Stipulation.

25 12.13 Plaintiffs, Co-Lead Counsel, and the attorneys, staff, experts, and  
26 consultants assisting them in this Action agree that (a) they will not intentionally assist  
27 or cooperate with any Person in the pursuit of legal action related to the subject matter  
28 of this Action against the Tompkins Released Parties, (b) they will not intentionally

1 assist or cooperate with any Person seeking to publicly disparage or economically  
2 harm the Tompkins Released Parties with respect to any matter relating to the subject  
3 matter of this Action, and (c) they will not discuss any confidential matters related to  
4 this Action or the Settlement with anyone.

5 12.14 All agreements by, between or among the Settling Parties, their counsel  
6 and their other advisors as to the confidentiality of information exchanged between or  
7 among them shall remain in full force and effect, and shall survive the execution and  
8 any termination of this Settlement Stipulation and the final consummation of the  
9 Settlement, if finally consummated, without regard to any of the conditions of the  
10 Settlement.

11 12.15 The Settling Parties shall not assert or pursue any action, claim or rights  
12 that any party violated any provision of Rule 11 of the Federal Rules of Civil Procedure  
13 and/or the Private Securities Litigation Reform Act of 1995 in connection with this  
14 Action, the Settlement, the Settlement Stipulation or the Supplemental Agreement.  
15 The Settling Parties agree that the Action was resolved in good faith following arm's-  
16 length bargaining, in full compliance with applicable requirements of good faith  
17 litigation under the Securities Exchange Act of 1934, Rule 11 of the Federal Rules of  
18 Civil Procedure and/or the Private Securities Litigation Reform Act of 1995.

19 12.16 Any failure by any of the Settling Parties to insist upon the strict  
20 performance by any other Settling Party of any of the provisions of the Stipulation  
21 shall not be deemed a waiver of any of the provisions hereof, and such Settling Party,  
22 notwithstanding such failure, shall have the right thereafter to insist upon the strict  
23 performance of any and all of the provisions of this Stipulation to be performed by the  
24 other Settling Parties to this Settlement Stipulation.

25 12.17 The waiver, express or implied, by any Settling Party of any breach or  
26 default by any other Settling Party in the performance of such Settling Party of its  
27 obligations under the Settlement Stipulation shall not be deemed or construed to be a  
28 waiver of any other breach, whether prior, subsequent, or contemporaneous, under this

1 Settlement Stipulation.

2 12.18 The Settling Parties reserve the right, subject to the Court’s approval, to  
3 make any reasonable extensions of time that might be necessary to carry out any of  
4 the provisions of this Settlement Stipulation.

5 **IN WITNESS WHEREOF**, the Settling Parties have executed this Settlement  
6 Stipulation by their undersigned counsel effective as of the date set forth below.

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1 Dated: 6/15/21

POMERANTZ LLP

2  
3 By: 

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25 *Counsel for Lead Plaintiffs*

26 Dated: 6-14-21

27 EARLY SULLIVAN WRIGHT  
28 GIZER & McRAE LLP

By:   
William A. Wright  
Stephen Y. Ma

*Counsel for Defendant H.J. Mark Tompkins*

# **EXHIBIT A**



Exhibit A

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CHRIS HASHEM, individually and  
on behalf of all others similarly situated,

Plaintiff,

vs.

NMC HEALTH PLC, PRASANTH  
MANGHAT, KHALIFA BIN BUTTI,  
PRASHANTH SHENOY, H.J. MARK  
TOMPKINS, and B.R. SHETTY,

Defendants.

Case No.: 2:20-cv-02303-CBM-MAA  
(Consolidated with Case No. 2:20-cv-  
02895-CBM-MAA)

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
PARTIAL CLASS ACTION  
SETTLEMENT**

[Honorable Consuelo B. Marshall]

**[PROPOSED] ORDER GRANTING PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF PARTIAL CLASS ACTION SETTLEMENT**

WHEREAS, Lead Plaintiffs Chris Hashem, Shengming Huang and Abdul Razeq Abdul Ahad (“Lead Plaintiffs”), on behalf of themselves and the Settlement Class, and Defendant H.J. Mark Tompkins (“Tompkins” or the “Settling Defendant” and with Lead Plaintiffs, the “Settling Parties”) entered into the Stipulation and Agreement of Settlement, dated June 14, 2021 (“Settlement Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the class action pending before the Court titled, *Hashem v. NMC Health PLC, et al.*, Case No. 2:20-cv-02303-CBM-MAA (C.D. Cal.), which is consolidated with *Shengming Huang v. NMC Health PLC., et al.*, No. 2:20-cv-02895-CBM-MAA (collectively, the “Action”); and the Court having read and considered the Settlement Stipulation and the exhibits thereto and submissions made relating thereto, and finding that substantial and sufficient grounds exist for entering this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2021, that:

1. Capitalized terms used herein have the meanings defined in the Settlement Stipulation.
2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for the purposes of the Settlement only, the Action is hereby preliminarily certified as a class action on behalf of all Persons that purchased or acquired NMC Health PLC (“NMC”) American Depositary Shares (“ADSs”) between March 13, 2016 and March 10, 2020, both dates inclusive (“Class Period”) excluding: (i) Defendants; (ii) current and former officers and directors of NMC and any Tompkins Released Parties; (iii) the Persons expressly excluded from the

1 definition of Settlement Class in paragraph 1.29 of the Settlement Stipulation; (iv)  
2 the respective spouses, children, or parents of any Person excluded under  
3 subparagraphs, (i) through (iii) of this paragraph; (v) any Person more than 5%  
4 owned or directly or indirectly controlled by any Person excluded under  
5 subparagraphs (i) through (iv) of this paragraph or any trust of which such a Person  
6 is a beneficiary or of which any Person is related or affiliated to a beneficiary or a  
7 trustee; (vi) the respective heirs, successors, trustees and assigns of any Person  
8 excluded under paragraphs (i) through (v); and (vii) those Persons who file valid and  
9 timely requests for exclusion in accordance with this Preliminary Approval Order.

10 3. This Court finds, preliminarily and for purposes of this Settlement only,  
11 that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal  
12 Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement  
13 Class Members is so numerous that joinder of all members of the Settlement Class is  
14 impracticable; (b) there are questions of law and fact common to the Settlement  
15 Class; (c) the Lead Plaintiffs' claims are typical of the claims of the Settlement Class  
16 they seek to represent; (d) Lead Plaintiffs fairly and adequately represent the  
17 interests of the Settlement Class; (e) questions of law and fact common to the  
18 Settlement Class predominate over any questions affecting only individual members  
19 of the Settlement Class; and (f) a class action is superior to other available methods  
20 for the fair and efficient adjudication of the Action.

21 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure,  
22 preliminarily and for the purposes of this Settlement only, Lead Plaintiffs are  
23 certified as the class representatives on behalf of the Settlement Class and Lead  
24 Counsel, previously selected by Lead Plaintiffs and appointed by the Court, is  
25 hereby appointed as Co-Lead Counsel for the Settlement Class.

26 5. The Court finds that (a) the Settlement Stipulation resulted from good  
27 faith, arm's length negotiations, and (b) the Settlement Stipulation is sufficiently  
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1 fair, reasonable and adequate to the Settlement Class Members to warrant providing  
2 notice of the Settlement to Settlement Class Members and holding a Settlement  
3 Hearing.

4 6. The Court hereby preliminarily approves the Settlement, subject to  
5 further consideration at a hearing (“Settlement Hearing”) pursuant to Federal Rule  
6 of Civil Procedure 23(e), which is hereby scheduled to be held before the Court on  
7 \_\_\_\_\_ 2021 at \_\_:\_\_\_ .m. for the following purposes:

8 (a) to determine finally whether the applicable prerequisites for class  
9 action treatment under Federal Rules of Civil Procedure 23(a) and (b) are  
10 satisfied;

11 (b) to determine finally whether the Settlement is fair, reasonable,  
12 and adequate, and should be approved by the Court;

13 (c) to determine finally whether the Order and Partial Final  
14 Judgment as provided under the Settlement Stipulation should be entered,  
15 dismissing the Action on the merits and with prejudice as to Tompkins, and to  
16 determine, among other things, whether the release by the Plaintiffs Releasing  
17 Parties of the Released Claims against the Tompkins Released Parties, as set  
18 forth in the Settlement Stipulation, should be ordered, along with a permanent  
19 injunction barring efforts to prosecute or attempt to prosecute any Plaintiffs’  
20 Released Claims extinguished by the release against any of the Tompkins  
21 Released Parties, as also set forth in the Settlement Stipulation;

22 (d) to determine finally whether the proposed Plan of Allocation for  
23 the distribution of the Net Settlement Fund is fair and reasonable and should  
24 be approved by the Court;

25 (e) to consider any application of Co-Lead Counsel for an award of  
26 expenses to Lead Counsel;

27 (f) to consider Settlement Class Members’ or any other Person’s  
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1 objections to the Settlement, if any, whether submitted previously in writing  
2 or presented orally at the Settlement Hearing by Settlement Class Members  
3 (or by counsel on their behalf) provided that they gave proper notice that they  
4 intend to appear at the Settlement Hearing; and

5 (g) to rule upon such other matters as the Court may deem  
6 appropriate.

7 7. The Court reserves the right to adjourn the Settlement Hearing to a later  
8 date and to approve the Settlement without modification, or with such modifications  
9 as may be agreed to by the Settling Parties, and with or without further notice of any  
10 kind. The Court further reserves the right to enter its Order and Partial Final  
11 Judgment approving the Settlement and dismissing the Action as to Tompkins, on  
12 the merits and with prejudice, regardless of whether it has approved the Plan of  
13 Allocation or awarded expenses. Nothing in this Order shall affect the ability of  
14 Lead Plaintiffs or the Settlement Class to continue to prosecute claims in this Action  
15 against Defendants other than Tompkins.

16 8. The Court approves the form, substance and requirements of (a) the  
17 Notice, (b) the Summary Notice, (c) the Postcard Notice, and (d) the Proof of Claim  
18 and Release Form, all of which are exhibits to the Settlement Stipulation.

19 9. Co-Lead Counsel has the authority to enter into the Settlement on  
20 behalf of the Settlement Class and has the authority to act on behalf of the  
21 Settlement Class with respect to all acts or consents required by or that may be given  
22 pursuant to the Settlement Stipulation or such other acts that are reasonably  
23 necessary to consummate the Settlement.

24 10. For settlement purposes only, Strategic Claims Services is appointed  
25 and approved as the Claims Administrator to supervise and administer the notice  
26 procedure as well as the processing of claims. Up to \$25,000 in notice and  
27 administration costs may be paid to the Claims Administrator without further order  
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1 of this Court.

2 11. Within sixteen (16) calendar days of the entry of this Order, Co-Lead  
3 Counsel, through the Claims Administrator, shall either (a) email the Summary  
4 Notice to Settlement Class Members for whom the Claims Administrator is able to  
5 obtain email addresses, substantially in the form annexed to the Settlement  
6 Stipulation as Exhibit A-3 or (b) cause the Postcard Notice, substantially in the form  
7 annexed to the Settlement Stipulation as Exhibit A-4, if no electronic mail address  
8 can be obtained, mailed, by first class mail, postage prepaid, to Settlement Class  
9 Members who can be identified with reasonable effort by Co-Lead Counsel, through  
10 the Claims Administrator.

11 12. Co-Lead Counsel, through the Claims Administrator, shall make all  
12 reasonable efforts to give notice to nominees or custodians who held NMC ADSs  
13 during the Class Period as record owners but not as beneficial owners. Such  
14 nominees or custodians shall, within ten (10) calendar days of receipt of the notice,  
15 either: (i) request copies of the Postcard Notice sufficient to send the Postcard  
16 Notice to all beneficial owners for whom they are nominee or custodian, and within  
17 ten (10) calendar days after receipt thereof send copies to such beneficial owners; or  
18 (ii) request an electronic link to the Notice and Proof of Claim and Release Form  
19 (“Notice and Claim Link”), and within ten (10) calendar days after receipt thereof,  
20 email the Notice and Claim Links to such beneficial owners for whom valid email  
21 addresses are available; or (iii) provide the Claims Administrator with lists of the  
22 names, last known addresses and email addresses (to the extent known) of such  
23 beneficial owners, in which event the Claims Administrator shall promptly deliver  
24 the Postcard Notice to such beneficial owners. If the Claims Administrator receives  
25 an email address, it will send a Notice and Claim Link electronically. Nominees or  
26 custodians who elect to send the Postcard Notice or Notice and Claim Link to their  
27 beneficial owners shall send a written certification to the Claims Administrator

1 confirming that the mailing or emailing has been made as directed. Copies of the  
2 Postcard Notice or Notice and Claim Links shall be made available to any nominee  
3 or custodian requesting same for the purpose of distribution to beneficial owners.  
4 The Claims Administrator shall, if requested, reimburse nominees or custodians out  
5 of the Settlement Fund solely for their reasonable out-of-pocket expenses, incurred  
6 in providing notice to beneficial owners, which expenses would not have been  
7 incurred except for the providing names and addresses up to \$0.05 per name (with  
8 address and email address) provided to the Claims Administrator; up to \$0.05 per  
9 Postcard Notice plus postage at the rate used by the Claims Administrator; or up to  
10 \$0.05 per Notice and Claim Link sent by email, and subject to further order of this  
11 Court with respect to any dispute concerning such reimbursement.

12 13. Co-Lead Counsel shall, at least seven (7) calendar days before the  
13 Settlement Hearing, serve upon counsel for Settling Defendant and file with the  
14 Court proof of the mailing of the Postcard Notice as required by this Order.

15 14. Co-Lead Counsel, through the Claims Administrator, shall cause the  
16 Settlement Stipulation and its exhibits, this Order, and a copy of the Notice and  
17 Proof of Claim and Release Form to be posted on the Claims Administrator's  
18 website within sixteen (16) calendar days after entry of this Order.

19 15. Co-Lead Counsel, through the Claims Administrator, shall cause the  
20 Summary Notice to be published electronically once on the *GlobeNewswire* within  
21 ten (10) calendar days after the Postcard Notice mailing or Notice and Claim Link  
22 emailing. Co-Lead Counsel shall, at least seven (7) calendar days before the  
23 Settlement Hearing, serve upon counsel for Settling Defendant and file with the  
24 Court proof of publication of the Summary Notice.

25 16. The forms and methods set forth herein of notifying the Settlement  
26 Class Members of the Settlement and its terms and conditions meet the requirements  
27 of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section  
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1 21D(a)(7) of the Exchange Act, 15 U.S.C. 78u-4(a)(7), as amended by the Private  
2 Securities Litigation Reform Act of 1995; constitute the best notice practicable  
3 under the circumstances; and constitute due and sufficient notice to all Persons  
4 entitled thereto. No Settlement Class Member will be relieved from the terms and  
5 conditions of the Settlement, including the releases provided for therein, based upon  
6 the contention or proof that such Settlement Class Member failed to receive actual or  
7 adequate notice.

8 17. In order to be entitled to participate in recovery from the Net Settlement  
9 Fund after the Effective Date, each Settlement Class Member shall take the  
10 following action and be subject to the following conditions:

11 (a) A properly completed and executed Proof of Claim and Release  
12 Form must be submitted to the Claims Administrator: (a) electronically  
13 through the Claims Administrator's website,  
14 [www.strategicclaims.net/NMCHHealth](http://www.strategicclaims.net/NMCHHealth) by 11:59 p.m. EST on \_\_\_\_\_, 2021; or  
15 (b) at the Post Office Box indicated in the Notice, postmarked no later than  
16 \_\_\_\_\_, 2021 (thirty (30) calendar days prior to the Settlement  
17 Hearing). Such deadline may be further extended by Order of the Court. Each  
18 Proof of Claim and Release Form shall be deemed to have been submitted  
19 when: (a) the claim receives a confirmation notice from Strategic Claims  
20 Services for electronic submissions; or (b) legibly postmarked (if properly  
21 addressed and mailed by first class mail) provided such Proof of Claim and  
22 Release Form is actually received before the filing of a motion for an Order of  
23 the Court approving distribution of the Net Settlement Fund. Any Proof of  
24 Claim and Release Form submitted in any other manner shall be deemed to  
25 have been submitted when it was actually received by the Claims  
26 Administrator at the address designated in the Notice.

27 (b) The Proof of Claim and Release Form submitted by each  
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1 Settlement Class Member must satisfy the following conditions: (i) it must be  
2 properly completed, signed and submitted in a timely manner in accordance  
3 with the provisions of the preceding subparagraph; (ii) it must be  
4 accompanied by adequate supporting documentation for the transactions  
5 reported therein, in the form of broker confirmation slips, broker account  
6 statements, an authorized statement from the broker containing the  
7 transactional information found in a broker confirmation slip, or such other  
8 documentation as is deemed adequate by the Claims Administrator or Co-  
9 Lead Counsel; (iii) if the Person executing the Proof of Claim and Release  
10 Form is acting in a representative capacity, a certification of his current  
11 authority to act on behalf of the Settlement Class Member must be provided  
12 with the Proof of Claim and Release Form; and (iv) the Proof of Claim and  
13 Release Form must be complete and contain no material deletions or  
14 modifications of any of the printed matter contained therein and must be  
15 signed under penalty of perjury.

16 (c) Once the Claims Administrator has considered a timely  
17 submitted Proof of Claim and Release Form, it shall determine whether such  
18 claim is valid, deficient, or rejected. For each claim determined to be either  
19 deficient or rejected, the Claims Administrator shall send a deficiency letter or  
20 rejection letter as appropriate, describing the basis on which the claim was so  
21 determined. Persons who timely submit a Proof of Claim and Release Form  
22 that is deficient or otherwise rejected shall be afforded a reasonable time (at  
23 least ten (10) calendar days) to cure such deficiency if it shall appear that such  
24 deficiency may be cured. If any Claimant whose claim has been rejected in  
25 whole or in part wishes to contest such rejection, the Claimant must, within  
26 ten (10) calendar days after the date of mailing of the notice, serve upon the  
27 Claims Administrator a notice and statement of reasons indicating the  
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1 Claimant’s ground for contesting the rejection along with any supporting  
2 documentation, and requesting a review thereof by the Court. If an issue  
3 concerning a claim cannot be otherwise resolved, Co-Lead Counsel shall  
4 thereafter present the request for review to the Court.

5 (d) As part of the Proof of Claim and Release Form, each Settlement  
6 Class Member shall submit to the jurisdiction of the Court with respect to the  
7 claim submitted, and shall, upon the Effective Date, release all claims as  
8 provided in the Settlement Stipulation. No discovery shall be allowed on the  
9 merits of the Action or the Settlement in connection with processing of the  
10 Proof of Claim and Release Forms, nor shall any discovery from or of  
11 Defendants be allowed on any topic.

12 18. All Settlement Class Members who do not submit valid and timely  
13 Proof of Claim and Release Forms will be forever barred from receiving any  
14 payments from the Net Settlement Fund, but will in all other respects be subject to  
15 and bound by the provisions of the Settlement Stipulation and the Order and Partial  
16 Final Judgment, if entered

17 19. Settlement Class Members shall be bound by all determinations and  
18 judgments in this Action whether favorable or unfavorable, unless such Persons  
19 request exclusion from the Settlement Class in a timely and proper manner, as  
20 hereinafter provided. A Settlement Class Member wishing to make such request for  
21 exclusion shall mail it by first class mail, postage prepaid, or otherwise deliver it, so  
22 that it is received no later than \_\_\_\_\_, 2021 (twenty-one (21) calendar days  
23 prior to the Settlement Hearing) (“Exclusion Deadline”), to the address listed in the  
24 Notice. In order to be valid, such request for exclusion (A) must clearly indicate the  
25 name and address and phone number and e-mail contact information (if any) of the  
26 Person seeking exclusion, and state that the sender specifically “requests to be  
27 excluded from the Settlement Class in *Hashem v. NMC Health PLC, et al.*, 2:20-cv-

1 02303-CBM-MAA (C.D. Cal.) and *Shengming Huang v. NMC Health PLC., et al.*,  
2 No. 2:20-cv-02895-CBM-MAA (C.D. Cal.)” and (B) state the date, number of  
3 shares and dollar amount of each NMC ADS purchase or acquisition during the  
4 Settlement Class Period, and any sale transactions as well as the number of NMC  
5 ADSs held by the Person as of March 13, 2016 and March 10, 2020. In order to be  
6 valid, such request for exclusion must be submitted with documentary proof: (i) of  
7 each purchase or acquisition and, if applicable, sale transaction of NMC ADSs  
8 during the Settlement Class Period; and (ii) demonstrating the Person’s status as a  
9 beneficial owner of the NMC ADSs. Any such request for exclusion must be signed  
10 and submitted by the beneficial owner under penalty of perjury. The request for  
11 exclusion shall not be effective unless it provides the required information, is  
12 legible, and is made within the time stated above, or the exclusion is otherwise  
13 accepted by the Court. Co-Lead Counsel may contact any Person filing a request for  
14 exclusion, or their attorney if one is designated, to discuss the request for exclusion.

15 20. The Claims Administrator shall provide all requests for exclusion and  
16 supporting documentation submitted therewith (including untimely requests and  
17 revocations of requests) to counsel for the Settling Parties (by email) as soon as  
18 possible and no later than the Exclusion Deadline or upon the receipt thereof (if later  
19 than the Exclusion Deadline). The Settlement Class will not include any Person who  
20 delivers a valid and timely request for exclusion.

21 21. Any Person that submits a request for exclusion may thereafter submit  
22 to the Claims Administrator a written revocation of that request for exclusion,  
23 provided that it is received no later than two (2) Business Days before the Settlement  
24 Hearing, in which event that Person will be included in the Settlement Class.

25 22. All Persons who submit a valid, timely and unrevoked request for  
26 exclusion will be forever barred from receiving any payments from the Net  
27 Settlement Fund.



1 or its counsel has filed an objection to a class action settlement in the last five years,  
2 the nature of each such objection in each case, the jurisdiction in each case, and the  
3 name of the issuer of the security or seller of the product or service at issue in each  
4 case. Attendance at the Settlement Hearing is not necessary but Persons wishing to  
5 be heard orally in opposition to the approval of the Settlement Stipulation, the Plan  
6 of Allocation, and/or the Expense Application are required to indicate in their  
7 written objection (or in a separate writing that is submitted in accordance with the  
8 deadline and after instruction pertinent to the submission of a written objection) that  
9 they intend to appear at the Settlement Hearing and identify any witnesses they may  
10 call to testify or exhibits they intend to introduce into evidence at the Settlement  
11 Hearing. Settlement Class Members do not need to appear at the Settlement Hearing  
12 or take any other action to indicate their approval.

13 24. Any Settlement Class Member or other Person who does not object in  
14 the manner prescribed above shall be deemed to have waived all such objections and  
15 shall forever be foreclosed from making any objection to the fairness, adequacy or  
16 reasonableness of the Settlement, the Order and Partial Final Judgment to be entered  
17 approving the Settlement, the Plan of Allocation, and/or Expense Application, unless  
18 otherwise ordered by the Court; shall be bound by all the terms and provisions of the  
19 Settlement Stipulation and by all proceedings, orders and judgments in the Action;  
20 and shall also be foreclosed from appealing from any judgment or order entered in  
21 this Action.

22 25. The Court reserves the right to adjourn the Settlement Hearing without  
23 any further notice other than entry of an Order on the Court's docket, and to approve  
24 the Settlement without further notice to the Settlement Class.

25 26. All papers in support of the Settlement, the Plan of Allocation and/or  
26 the Fee and Expense Application shall be filed and served no later than twenty-eight  
27 (28) calendar days before the Settlement Hearing.

1           27. Any submissions filed in response to any objections or in further  
2 support of the Settlement, the Plan of Allocation and/or the Expense Application  
3 shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

4           28. Settling Defendant, his counsel, his insurers and other Tompkins  
5 Released Parties shall have no responsibility for, or liability with respect to, the Plan  
6 of Allocation or any application for attorneys' fees and interest, or expenses or  
7 payments to the Lead Plaintiffs submitted by Co-Lead Counsel, and such matters  
8 will be considered separately from the fairness, reasonableness, and adequacy of the  
9 Settlement.

10           29. Pending final determination of whether the Settlement should be  
11 approved, all Plaintiffs Releasing Parties shall be enjoined from commencing,  
12 prosecuting, or attempting to prosecute any Released Claims against any Tompkins  
13 Released Party in any court or tribunal or proceeding (including in the Action),  
14 unless and until the Settlement Stipulation is cancelled and terminated pursuant to  
15 the Settlement Stipulation.

16           30. Tompkins shall not be required to answer or otherwise respond to the  
17 complaints in this Action unless the Settlement is terminated, canceled or otherwise  
18 fails to become effective. In the event the Settlement is terminated, canceled or  
19 otherwise fails to become effective, Tompkins shall have 21 days from such event to  
20 answer or otherwise respond to the complaints.

21           31. All funds held in the Escrow Account shall be deemed and considered  
22 to be in the custody of the Court, and shall remain subject to the jurisdiction of the  
23 Court, until such time as such funds shall be distributed or returned pursuant to the  
24 Settlement Stipulation and Plan of Allocation and/or further order(s) of the Court.

25           32. Neither the Settlement Stipulation, nor any of its terms or provisions,  
26 nor any of the negotiations or proceedings connected with it, nor this Order shall be  
27 construed as an admission or concession by the Settling Defendant, his counsel, his  
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1 insurers or any of the other Tompkins Released Parties of the truth of any of the  
2 allegations in the Action, or of any liability, fault, or wrongdoing or any kind and  
3 shall not be construed as, or deemed to be evidence of or an admission or concession  
4 that Lead Plaintiffs or any Settlement Class Members have suffered any damages,  
5 harm, or loss. Further, neither the Settlement Stipulation, nor any of its terms or  
6 provisions, nor any of the negotiations or proceedings connected with it, nor this  
7 Order shall be construed as, or argued to be, a waiver of any of Tompkins' defenses  
8 in the Action, including but not limited to the defenses listed in Fed. R. Civ. P. 12(b)  
9 with regard to the complaints in the Action (and including Tompkins' rights,  
10 objections and defenses based on lack of personal jurisdiction and venue/forum).  
11 Further, neither the Settlement Stipulation, nor any of its terms or provisions, nor  
12 any of the negotiations or proceedings connected with it, nor this Order shall be  
13 construed as an admission or concession by the Lead Plaintiffs of the validity of any  
14 factual or legal defense or of the infirmity of any of the claims or facts alleged in this  
15 Action.

16 33. In the event the Settlement is not consummated in accordance with the  
17 terms of the Settlement Stipulation, then the Settlement Stipulation and this Order  
18 (including any amendment(s) thereof, and except as expressly provided in the  
19 Settlement Stipulation or by order of the Court) shall be null and void, of no further  
20 force or effect, and without prejudice to any Settling Party, and may not be  
21 introduced as evidence or used in any action or proceeding by any Person against the  
22 Settling Parties or the Tompkins Released Parties, and each Settling Party shall be  
23 restored to his, her or its respective litigation positions as they existed prior to June  
24 1, 2021, pursuant to the terms of the Settlement Stipulation.

25 34. The Court reserves the right to alter the time or the date of the  
26 Settlement Hearing without further notice to the Settlement Class Members,  
27 provided that the time or the date of the Settlement Hearing shall not be set at a time  
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1 or date earlier than the time and date set forth in ¶ 6 above. The Court retains  
2 exclusive jurisdiction to consider all further matters arising out of, or relating to, the  
3 Settlement Stipulation, including by way of illustration and not limitation, any  
4 dispute concerning any Proof of Claim and Release Form submitted and any future  
5 requests by one or more of the Settling Parties that the Order and Partial Final  
6 Judgment, the releases and/or the permanent injunction set forth in the Settlement  
7 Stipulation be enforced.

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Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Honorable Consuelo B. Marshall  
UNITED STATES DISTRICT JUDGE



# **EXHIBIT A-1**

Exhibit A-1

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CHRIS HASHEM, individually and  
on behalf of all others similarly situated,  
  
Plaintiff,

vs.

NMC HEALTH PLC, PRASANTH  
MANGHAT, KHALIFA BIN BUTTI,  
PRASHANTH SHENOY, H.J. MARK  
TOMPKINS, and B.R. SHETTY,  
  
Defendants.

Case No.: 2:20-cv-02303-CBM-MAA  
(Consolidated with Case No. 2:20-cv-  
02895-CBM-MAA)

**NOTICE OF PENDENCY AND  
PROPOSED PARTIAL  
SETTLEMENT OF CLASS ACTION**

[Honorable Consuelo B. Marshall]



1 to prosecute this Action on behalf of Settlement Class Members. Collectively,  
2 the expenses and awards to Plaintiffs are estimated to average \$.0875 per  
3 outstanding ADS. If approved by the Court, these amounts will be paid from  
4 the Settlement Amount.

- 5  
6 • The average estimated recovery per ADS (assuming 100% of estimated ADS  
7 holders file claims for recovery), after deduction of litigation expenses  
8 approved by the Court, is \$.2125 per ADS. This estimate is based on the  
9 assumptions set forth in the preceding paragraphs. This is not an estimate of  
10 the actual recovery per share you should expect. Your actual recovery, if any,  
11 will depend on the aggregate losses of all Settlement Class Members, the  
12 date(s) you purchased and sold NMC ADSs, the purchase and sales prices, and  
13 the total number of claims filed.
  
- 14  
15 • The Settlement resolves the Action concerning whether H. J. Mark Thompkins  
16 (“Settling Defendant”) violated federal securities laws by allegedly making  
17 misrepresentations and/or omissions of material fact in various public  
18 statements to the investing public concerning NMC’s business operations,  
19 prospects, and financial health. Settling Defendant has denied and continues to  
20 deny each, any and all allegations of wrongdoing, fault, liability or damage  
21 whatsoever asserted by Plaintiffs. Settling Defendant has also denied, *inter*  
22 *alia*, the allegations that Plaintiffs or the Settlement Class have suffered  
23 damages or that Plaintiffs or the Settlement Class were harmed by the conduct  
24 alleged in the Action. Settling Defendant does not by this settlement waive  
25 any of his defenses under Fed. R. Civ. P. 12(b), and Settling Defendant also  
26 denies that the Court has personal jurisdiction over him. Settling Defendant  
27 continues to believe the claims asserted against him in the Action are without  
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merit. Plaintiffs do not agree with these positions, but accept that motion practice and trial have considerable risks.

- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim.

Therefore, you should read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|  |  |
|--|--|
| <b>Submit a Claim Form</b>             | Fill out the attached Proof of Claim and Release Form and submit it no later than _____. <b>This is the only way to get a payment.</b>   |
| <b>Exclude Yourself from the Class</b> | Submit a request for exclusion no later than _____. This is the only way you can ever be part of any other lawsuit against Settling Defendant or the other Tompkins Released Parties about the legal claims in this case. <b>If you exclude yourself, you will receive no payment and cannot object or speak at the hearing.</b> |
| <b>Object</b>                          | Write to the Court no later than _____ about why you do not like the Settlement. You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.   |
| <b>Go to the Hearing</b>               | Ask to speak in Court about the fairness of the Settlement at the hearing on _____. You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.  |
| <b>Do Nothing</b>                      | <b>Get no payment AND give up your right to bring your own individual action.</b>  |

**INQUIRIES**

**Please do not contact the Court regarding this Notice.** All inquiries concerning this Notice, the Proof of Claim and Release Form, or the Settlement should be directed to:

|   |                  |   |
|---|------------------|---|
| <p>NMC Health PLC Securities Litigation<br/> c/o Strategic Claims Services<br/> P.O. Box 230<br/> 600 N. Jackson St., Ste. 205<br/> Media, Pennsylvania 19063<br/> Telephone: 866-274-4004<br/> Facsimile: 610-565-7985<br/> <a href="mailto:info@strategicclaims.net">info@strategicclaims.net</a></p> | <p><b>OR</b></p> | <p>POMERANTZ LLP<br/> Joshua Silverman, Esq.<br/> 10 South La Salle Street, Suite<br/> 3505<br/> Chicago, Illinois 60603<br/> Telephone: (312) 377-1181<br/> Facsimile: (312) 377-1184</p> <p>THE ROSEN LAW FIRM, P.A.<br/> Phillip Kim, Esq.<br/> 275 Madison Avenue, 40th Floor<br/> New York, New York 10016<br/> Telephone: (212) 686-1060<br/> Fax: (212) 202-3827</p> |
|---|------------------|---|

**DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation and Agreement of Settlement, dated June 14, 2021(“Settlement Stipulation”).

**COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT**

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

1           You or someone in your family may have acquired NMC ADSs from March  
2 13, 2016 and March 10, 2020, both dates inclusive.

3  
4 **2.     What is this lawsuit about?**

5           The case is known as *Hashem v. NMC Health PLC, et al.*, 2:20-cv-02303-  
6 CBM-MAA (C.D. Cal.), which is consolidated with *Shengming Huang v. NMC*  
7 *Health PLC, et al.*, 2:20-cv-02895-CBM-MAA (C.D. Cal) (collectively, the  
8 “Action”). The Court in charge of the case is the United States District Court,  
9 Central District of California.

10  
11           The Action involves allegations that Defendants violated certain federal  
12 securities laws by making misrepresentations or omissions of material fact  
13 concerning NMC’s business, operations, and prospects. The complaint alleges that  
14 the misstatements or omissions artificially inflated the price of NMC ADSs, and that  
15 the ADSs’ price dropped in response to certain subsequent disclosures. Settling  
16 Defendant has denied and continues to deny each, any and all allegations of  
17 wrongdoing, fault, liability or damage whatsoever asserted in the Action. The  
18 Settlement shall in no event be construed as, or deemed to be evidence of, liability,  
19 fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions  
20 on the part of any of the Settling Defendant or the Tompkins Released Parties, or of  
21 any infirmity of any defense, or of any damages to the Plaintiffs or any other  
22 Settlement Class Member. The Settlement resolves all of the claims against Settling  
23 Defendant in the Action, including certain other claims or potential claims, whether  
24 known or unknown.

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

26           In a class action, one or more persons and/or entities, called plaintiffs, sue on  
27 behalf of all persons and/or entities who have similar claims. All of these persons

1 and/or entities are referred to collectively as a class, and these persons and/or entities  
2 are known as class members. One court resolves all of the issues for all class  
3 members, except for those class members who exclude themselves from the class.  
4

5 **4. Why is there a Settlement?**

6 Plaintiffs and Settling Defendant do not agree regarding the merits of  
7 Plaintiffs' allegations and Settling Defendant's defenses with respect to liability or  
8 the average amount of damages per share, if any, that would be recoverable if  
9 Plaintiffs were to prevail at trial on each claim. The issues on which Plaintiffs and  
10 Settling Defendant disagree include, among other things: (1) whether the challenged  
11 statements were materially false or misleading or otherwise actionable under federal  
12 securities law; (2) whether Settling Defendant acted with scienter and whether  
13 Settling Defendant can be held liable for any of challenged statements; (3) whether  
14 the alleged disclosures were corrective disclosures; (4) the causes of the loss in the  
15 value of the ADSs and whether Plaintiffs can show they relied on any of the  
16 challenged statements; (5) whether the Court has personal jurisdiction over Settling  
17 Defendant and whether the claims in this Action should be adjudicated in another  
18 forum; and (6) the amount of alleged damages, if any, that could be recovered at  
19 trial.

20 This matter has not gone to trial, and the Court has not decided in favor of  
21 either Plaintiffs or Settling Defendant. Instead, Plaintiffs and Settling Defendant  
22 have agreed to settle the case. Plaintiffs and Co-Lead Counsel believe the Settlement  
23 is best for all Settlement Class Members because of the risks associated with  
24 continued litigation and the nature of the defenses raised by Settling Defendant.  
25 Among the reasons that Plaintiffs and Co-Lead Counsel believe the Settlement is fair  
26 is the fact that there is uncertainty about whether they will be able to prove that any  
27 challenged statement was false or misleading, that the alleged misstatements and  
28



1 omissions actually caused the Settlement Class any damages, and the amount of  
2 damages, if any.

3 Even if Plaintiffs were to win at trial, and also prevail on any appeal, Plaintiffs  
4 might not be able to collect some, or all, of any judgment they are awarded.  
5 Moreover, litigation of this type is usually expensive, including extensive out-of-  
6 pocket costs. Even if Plaintiffs won at trial, the costs incurred would substantially  
7 reduce any verdict awarded.

8

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

10 The Settlement Class consists of all persons and entities, other than  
11 Defendants and their affiliates, who purchased publicly traded NMC ADSs from  
12 March 13, 2016 and March 10, 2020, both dates inclusive. Excluded from the  
13 Settlement Class are: (i) Defendants; (ii) current and former officers and directors of  
14 NMC and the Tompkins Released Parties; (iii) the persons expressly excluded from  
15 the definition of Settlement Class in paragraph 1.29 of the Settlement Stipulation;  
16 (iv) the respective spouses, children, or parents of any person or entity excluded  
17 under subparagraphs (i) through (iii) of this paragraph; (v) any person or entity more  
18 than 5% owned or directly or indirectly controlled by any person or entity excluded  
19 under subparagraphs (i) through (iv) of this paragraph or any trust of which such a  
20 person is a beneficiary or of which any person or entity is related or affiliated to a  
21 beneficiary or a trustee; (vi) the respective heirs, successors, trustees and assigns of  
22 any person excluded under paragraphs (i) through (v); and (vii) those persons who  
23 file valid and timely requests for exclusion in accordance with the Court’s Order of  
24 Preliminary Approval of Settlement (“Preliminary Approval Order”).

25

26 **6. Are there exceptions to being included?**

27

28

1 Yes. Excluded from the Settlement Class are: (i) Defendants; (ii) current and  
2 former officers and directors of NMC and the Tompkins Released Parties; (iii) the  
3 persons expressly excluded from the definition of Settlement Class in paragraph 1.29  
4 of the Settlement Stipulation (a) through (d); (iv) the respective spouses, children, or  
5 parents of any person or entity excluded under subparagraphs, (i) through (iii) of this  
6 paragraph; (v) any person or entity more than 5% owned or directly or indirectly  
7 controlled by any person or entity excluded under subparagraphs (i) through (iv) of  
8 this paragraph or any trust of which such a person is a beneficiary or of which any  
9 person or entity is related or affiliated to a beneficiary or a trustee; (vi) the respective  
10 heirs, successors, trustees and assigns of any person excluded under paragraphs (i)  
11 through (v); and (vii) those persons who file valid and timely requests for exclusion  
12 in accordance with the Court’s Preliminary Approval Order. You may choose to be  
13 excluded from the Settlement Class by filing a valid and timely request for exclusion  
14 as described below in the response to question 11.

15  
16 **7. I am still not sure whether I am included.**

17 If you are still not sure whether you are included, you can ask for free help.  
18 For more information, you can contact the Claims Administrator, Strategic Claims  
19 Services, by phone at (866) 274-4004 or by facsimile at (610) 565-7985, visit the  
20 website [www.strategicclaims.net/NMCHHealth](http://www.strategicclaims.net/NMCHHealth), or fill out and return the Proof of  
21 Claim and Release Form described in Question 9, to see if you qualify.

22  
23 **8. What does the Settlement provide?**

24 **a. What is the Settlement Fund?**

25 The proposed Settlement provides for Settling Defendant to pay or cause to be  
26 paid one hundred twenty thousand dollars (\$120,000) into a settlement fund  
27 (“Settlement Fund”). The Settlement is subject to Court approval. Also, subject to

1 the Court’s approval, a portion of the Settlement Fund will be used to pay reasonable  
2 litigation expenses to Co-Lead Counsel. A portion of the Settlement Fund also will  
3 be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and  
4 the costs of the claims administration, including the costs of printing and mailing  
5 and/or emailing notice and the costs of publishing notice. After the foregoing  
6 deductions from the Settlement Fund have been made, the amount remaining (“Net  
7 Settlement Fund”) will be distributed to Settlement Class Members who submit  
8 timely, valid claims, according to the Plan of Allocation to be approved by the Court.

9 In order to maximize the initial distribution to Settlement Class Members, Co-  
10 Lead Counsel will not move the Court for an award of attorneys’ fees to be paid  
11 from the proceeds of this Settlement. Co-Lead Counsel will seek only  
12 reimbursement for their actual litigation expenses to date in an amount not to exceed  
13 \$35,000. Co-Lead Counsel will defer a request for attorneys’ fees, and will not seek  
14 an award for Class Plaintiffs, unless and until additional recoveries (whether by  
15 settlement or jury award) are achieved with remaining Defendants. Co-Lead  
16 Counsel reserve the right at such time to move for an award or awards (in the event  
17 of multiple additional recoveries) of attorneys’ fees not to exceed one-third (33  
18 1/3%) of the sum of all recoveries.

19  
20 **b. What can you expect to receive under the proposed**  
21 **Settlement?**

22 Your share of the Net Settlement Fund will or may depend on: (i) the number  
23 of claims filed by all Settlement Class Members; (ii) the dates you purchased and  
24 sold NMC ADSs; (iii) the prices of your purchases and sales; (iv) the amount of  
25 administrative costs, including the costs of notice; and (v) the amount awarded by  
26 the Court to Co-Lead Counsel for attorneys’ fees, costs, and expenses and the  
27 amounts awarded to the Lead Plaintiff.

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The Net Settlement Fund will be distributed to Settlement Class Members who submit a Proof of Claim and Release Form and whose claims for recovery are allowed by the Claims Administrator pursuant to the terms of the Settlement Stipulation or by order of the Court under the below Plan of Allocation (“Authorized Claimants”), which reflects Plaintiffs’ contention that because of the alleged misrepresentations made by Defendants, the price of NMC ADSs was artificially inflated during the relevant period and that certain subsequent disclosures caused changes in the inflated price of NMC ADSs. Settling Defendant has denied and continue to deny these allegations and any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Action.

1 **PROPOSED PLAN OF ALLOCATION**

2 The \$120,000.00 Settlement Amount, together with any interest earned thereon  
3 and/or proceeds thereof shall be the Settlement Fund. The Settlement Fund, less taxes,  
4 and approved costs and expenses (the “Net Settlement Fund”) shall be distributed to  
5 members of the Settlement Class who submit valid Proofs of Claims (“Authorized  
6 Claimants”).

7 The Settlement Administrator shall determine each Authorized Claimant’s pro  
8 rata share of the Net Settlement Fund based upon each Authorized Claimant’s  
9 “Recognized Loss.” The Recognized Loss formula is not intended to be an estimate  
10 of the amount of what a Settlement Class Member lost or might have been able to  
11 recover after a trial; nor is it an estimate of the amount that will be paid to Authorized  
12 Claimants pursuant to the Settlement. The Recognized Loss formula is simply the  
13 basis upon which the Net Settlement Fund will be proportionately allocated to  
14 Authorized Claimants.

15 The proposed Plan of Allocation incorporates the damage limitation under the  
16 Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(e), as well as the  
17 principles articulated by the Supreme Court in *Dura Pharmaceuticals, Inc. v. Broudo*,  
18 544 U.S. 336 (2005). For purposes of this Settlement, Recognized Loss shall be  
19 calculated as follows:

- 20 1. There is no Recognized Loss for any ADSs purchased before March 13,  
21 2016.
- 22 2. For ADSs purchased on or between March 13, 2016 and December 16,  
23 2019, and
- 24 (a) sold on or before December 16, 2019, the Recognized Loss per  
25 ADS is \$0.00.
- 26 (b) sold on or between December 17, 2019 and January 7, 2020, the  
27 Recognized Loss per ADS is the lesser of:

- 1                   i.     \$11.68; or
- 2                   ii.    the purchase price minus the sale price (excluding all fees,
- 3                         taxes, and commissions). If this calculation results in a
- 4                         negative number, then the Recognized Loss is \$0.00.
- 5           (c)    sold on or between January 8, 2020 and February 13, 2020, the
- 6                   Recognized Loss per ADS is the lesser of:
- 7                   i.     \$18.16; or
- 8                   ii.    the purchase price minus the sale price (excluding all fees,
- 9                         taxes, and commissions). If this calculation results in a
- 10                      negative number, then the Recognized Loss is \$0.00.
- 11           (d)    sold on or between February 14, 2020 and February 18, 2020, the
- 12                   Recognized Loss per ADS is the lesser of:
- 13                   i.     \$18.70; or
- 14                   ii.    the purchase price minus the sale price (excluding all fees,
- 15                         taxes, and commissions). If this calculation results in a
- 16                      negative number, then the Recognized Loss is \$0.00.
- 17           (e)    sold on or between February 19, 2020 and February 23, 2020, the
- 18                   Recognized Loss per ADS is the lesser of:
- 19                   i.     \$19.44; or
- 20                   ii.    the purchase price minus the sale price (excluding all fees,
- 21                         taxes, and commissions). If this calculation results in a
- 22                      negative number, then the Recognized Loss is \$0.00.
- 23           (f)    sold on or between February 24, 2020 and March 9, 2020, the
- 24                   Recognized Loss per ADS is the lesser of:
- 25                   i.     \$20.10; or
- 26
- 27
- 28

1                   ii.     the purchase price minus the sale price (excluding all fees,  
2                                    taxes, and commissions). If this calculation results in a  
3                                    negative number, then the Recognized Loss is \$0.00.

4                   (g)    sold on or between March 10, 2020 and June 8, 2020, the  
5                                    Recognized Loss per ADS is the lesser of:

- 6                            i.     \$23.38;  
7                                    ii.    the purchase price minus the sale price (excluding all fees,  
8    taxes, and commissions). If this calculation results in a  
9    negative number, then the Recognized Loss is \$0.00; or  
10                                   iii.   the purchase price minus the “90-Day Lookback Value” on  
11   the date of sale/disposition provided in Table 1 below. If  
12   this calculation results in a negative number, then the  
13   Recognized Loss per ADS is \$0.00.

14                   (h)    that were still held as of the close of trading on June 8, 2020, the  
15                                    Recognized Loss per share is the lesser of:

- 16                            i.     \$23.38;  
17                                    ii.    the purchase price (excluding all fees, taxes, and  
18    commissions) minus the average closing price of the shares  
19    during the 90-day period following the Class Period, which  
20    is \$1.07. If this calculation results in a negative number,  
21    then the Recognized Loss per ADS is \$0.00.

22                   3.     For ADSs purchased on or between December 17, 2019 and January 7,  
23                                    2020, and

24                            (a)    sold on or before January 8, 2020, the Recognized Loss per ADS  
25                                    is \$0.00.

26                            (b)    sold on or between January 8, 2020 and February 13, 2020, the  
27                                    Recognized Loss per ADS is the lesser of:

28

- 1                   i.     \$6.48; or
- 2                   ii.    the purchase price minus the sale price (excluding all fees,
- 3                                taxes, and commissions). If this calculation results in a
- 4                                negative number, then the Recognized Loss is \$0.00.
- 5           (c)    sold on or between February 14, 2020 and February 18, 2020, the
- 6                   Recognized Loss per ADS is the lesser of:
- 7                   i.     \$7.02; or
- 8                   ii.    the purchase price minus the sale price (excluding all fees,
- 9                                taxes, and commissions). If this calculation results in a
- 10                              negative number, then the Recognized Loss is \$0.00.
- 11           (d)   sold on or between February 19, 2020 and February 23, 2020, the
- 12                   Recognized Loss per ADS is the lesser of:
- 13                   i.     \$7.76; or
- 14                   ii.    the purchase price minus the sale price (excluding all fees,
- 15                                taxes, and commissions). If this calculation results in a
- 16                              negative number, then the Recognized Loss is \$0.00.
- 17           (e)   sold on or between February 24, 2020 and March 9, 2020, the
- 18                   Recognized Loss per ADS is the lesser of:
- 19                   i.     \$8.42; or
- 20                   ii.    the purchase price minus the sale price (excluding all fees,
- 21                                taxes, and commissions). If this calculation results in a
- 22                              negative number, then the Recognized Loss is \$0.00.
- 23           (f)   sold on or between March 10, 2020 and June 8, 2020, the
- 24                   Recognized Loss per share is the lesser of:
- 25                   i.     \$11.70;
- 26
- 27
- 28



- 1                   ii.     the purchase price minus the sale price (excluding all fees,
- 2                             taxes, and commissions). If this calculation results in a
- 3                             negative number, then the Recognized Loss is \$0.00; or
- 4                   iii.     the purchase price minus the “90-Day Lookback Value” on
- 5                             the date of sale/disposition provided in Table 1 below. If
- 6                             this calculation results in a negative number, then the
- 7                             Recognized Loss per share is \$0.00.

8                   (g)     that were still held as of the close of trading on June 8, 2020, the

9                             Recognized Loss per share is the lesser of:

- 10                   i.     \$11.70;
- 11                   ii.     the purchase price (excluding all fees, taxes, and
- 12                             commissions) minus the average closing price of the shares
- 13                             during the 90-day period following the Class Period, which
- 14                             is \$1.07. If this calculation results in a negative number,
- 15                             then the Recognized Loss per share is \$0.00.

16

17                   4.     For ADSs purchased on or between January 8, 2020 and February 13,

18                             2020, and

19                             (a)     sold on or before February 13, 2020, the Recognized Loss per ADS

20                             is \$0.00.

21                             (b)     sold on or between February 14, 2020 and February 18, 2020, the

22                             Recognized Loss per ADS is the lesser of:

- 23                             i.     \$0.54; or
- 24                             ii.     the purchase price minus the sale price (excluding all fees,
- 25                             taxes, and commissions). If this calculation results in a
- 26                             negative number, then the Recognized Loss is \$0.00.

- 1 (c) sold on or between February 19, 2020 and February 23, 2020, the  
2 Recognized Loss per ADS is the lesser of:
- 3 i. \$1.28; or
  - 4 ii. the purchase price minus the sale price (excluding all fees,  
5 taxes, and commissions). If this calculation results in a  
6 negative number, then the Recognized Loss is \$0.00.
- 7 (d) sold on or between February 24, 2020 and March 9, 2020, the  
8 Recognized Loss per ADS is the lesser of:
- 9 i. \$1.94; or
  - 10 ii. the purchase price minus the sale price (excluding all fees,  
11 taxes, and commissions). If this calculation results in a  
12 negative number, then the Recognized Loss is \$0.00.
- 13 (e) sold on or between March 10, 2020 and June 8, 2020, the  
14 Recognized Loss per ADS is the lesser of:
- 15 i. \$5.22;
  - 16 ii. the purchase price minus the sale price (excluding all fees,  
17 taxes, and commissions). If this calculation results in a  
18 negative number, then the Recognized Loss is \$0.00; or
  - 19 iii. the purchase price minus the “90-Day Lookback Value” on  
20 the date of sale/disposition provided in Table 1 below. If  
21 this calculation results in a negative number, then the  
22 Recognized Loss per share is \$0.00.
- 23 (f) that were still held as of the close of trading on June 8, 2020, the  
24 Recognized Loss per share is the lesser of:
- 25 i. \$5.22;
  - 26 ii. the purchase price (excluding all fees, taxes, and  
27 commissions) minus the average closing price of the ADSs  
28

1 during the 90-day period following the Class Period, which  
2 is \$1.07. If this calculation results in a negative number,  
3 then the Recognized Loss per share is \$0.00.

4 5. For ADSs purchased on or between February 14, 2020 and February 18,  
5 2020, and

6 (a) sold on or before February 18, 2020, the Recognized Loss per ADS  
7 is \$0.00.

8 (b) sold on or between February 19, 2020 and February 23, 2020, the  
9 Recognized Loss per ADS is the lesser of:

10 i. \$0.74; or

11 ii. the purchase price minus the sale price (excluding all fees,  
12 taxes, and commissions). If this calculation results in a  
13 negative number, then the Recognized Loss is \$0.00.

14 (c) sold on or between February 24, 2020 and March 9, 2020, the  
15 Recognized Loss per ADS is the lesser of:

16 i. \$1.40; or

17 ii. the purchase price minus the sale price (excluding all fees,  
18 taxes, and commissions). If this calculation results in a  
19 negative number, then the Recognized Loss is \$0.00.

20 (d) sold on or between March 10, 2020 and June 8, 2020, the  
21 Recognized Loss per share is the lesser of:

22 i. \$4.68;

23 ii. the purchase price minus the sale price (excluding all fees,  
24 taxes, and commissions). If this calculation results in a  
25 negative number, then the Recognized Loss is \$0.00; or

26 iii. the purchase price minus the “90-Day Lookback Value” on  
27 the date of sale/disposition provided in Table 1 below. If  
28

1                                   this calculation results in a negative number, then the  
2                                   Recognized Loss per share is \$0.00.

3                   (e)   that were still held as of the close of trading on June 8, 2020, the  
4                   Recognized Loss per share is the lesser of:

- 5                   i.     \$4.68;
- 6                   ii.    the purchase price (excluding all fees, taxes, and  
7                   commissions) minus the average closing price of the shares  
8                   during the 90-day period following the Class Period, which  
9                   is \$1.07. If this calculation results in a negative number,  
10                  then the Recognized Loss per share is \$0.00.

11           6.    For ADSs purchased on or between February 19, 2020 and February 23,  
12    2020, and

13                   (a)   sold on or before February 23, 2020, the Recognized Loss per ADS  
14                   is \$0.00.

15                   (b)   sold on or between February 24, 2020 and March 9, 2020, the  
16                   Recognized Loss per ADS is the lesser of:

- 17                   i.     \$0.66; or
- 18                   ii.    the purchase price minus the sale price (excluding all fees,  
19                   taxes, and commissions). If this calculation results in a  
20                   negative number, then the Recognized Loss is \$0.00.

21                   (c)   sold on or between March 10, 2020 and June 8, 2020, the  
22                   Recognized Loss per share is the lesser of:

- 23                   i.     \$3.94;
- 24                   ii.    the purchase price minus the sale price (excluding all fees,  
25                   taxes, and commissions). If this calculation results in a  
26                   negative number, then the Recognized Loss is \$0.00; or

27  
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1                   iii.    the purchase price minus the “90-Day Lookback Value” on  
2                                   the date of sale/disposition provided in Table 1 below. If  
3                                   this calculation results in a negative number, then the  
4                                   Recognized Loss per share is \$0.00.

5                   (d)    that were still held as of the close of trading on June 8, 2020, the  
6                                   Recognized Loss per share is the lesser of:

- 7                            i.    \$3.94;
- 8                            ii.   the purchase price (excluding all fees, taxes, and  
9                                    commissions) minus the average closing price of the shares  
10                                   during the 90-day period following the Class Period, which  
11                                   is \$1.07. If this calculation results in a negative number,  
12                                   then the Recognized Loss per share is \$0.00.

13               7.    For ADSs purchased on or between February 24, 2020 and March 9,  
14               2020, and

15                   (a)   sold on or before March 9, 2020, the Recognized Loss per ADS is  
16                                   \$0.00.

17                   (b)   sold on or between March 10, 2020 and June 8, 2020, the  
18                                   Recognized Loss per share is the lesser of:

- 19                            i.    \$3.28;
- 20                            ii.   the purchase price minus the sale price (excluding all fees,  
21                                    taxes, and commissions). If this calculation results in a  
22                                    negative number, then the Recognized Loss is \$0.00; or
- 23                            iii.   the purchase price minus the “90-Day Lookback Value” on  
24                                    the date of sale/disposition provided in Table 1 below. If  
25                                    this calculation results in a negative number, then the  
26                                    Recognized Loss per share is \$0.00.

(c) that were still held as of the close of trading on June 8, 2020, the Recognized Loss per share is the lesser of:

- i. \$3.28;
- ii. the purchase price (excluding all fees, taxes, and commissions) minus the average closing price of the shares during the 90-day period following the Class Period, which is \$1.07. If this calculation results in a negative number, then the Recognized Loss per share is \$0.00.

**Table 1  
90-Day Lookback Period**

| Sale/<br>Disposition<br>Date | 90-Day<br>Lookback<br>Value | Sale/<br>Disposition<br>Date | 90-Day<br>Lookback<br>Value | Sale/<br>Disposition<br>Date | 90-Day<br>Lookback<br>Value |
|------------------------------|-----------------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|
| 3/10/2020                    | \$1.85                      | 4/8/2020                     | \$1.68                      | 5/8/2020                     | \$1.36                      |
| 3/11/2020                    | \$2.02                      | 4/9/2020                     | \$1.64                      | 5/11/2020                    | \$1.35                      |
| 3/12/2020                    | \$1.81                      | 4/13/2020                    | \$1.64                      | 5/12/2020                    | \$1.33                      |
| 3/13/2020                    | \$1.86                      | 4/14/2020                    | \$1.76                      | 5/13/2020                    | \$1.31                      |
| 3/16/2020                    | \$2.19                      | 4/15/2020                    | \$1.90                      | 5/14/2020                    | \$1.29                      |
| 3/17/2020                    | \$2.82                      | 4/16/2020                    | \$1.92                      | 5/15/2020                    | \$1.28                      |
| 3/18/2020                    | \$2.81                      | 4/17/2020                    | \$1.89                      | 5/18/2020                    | \$1.26                      |
| 3/19/2020                    | \$2.68                      | 4/20/2020                    | \$1.85                      | 5/19/2020                    | \$1.25                      |
| 3/20/2020                    | \$2.52                      | 4/21/2020                    | \$1.80                      | 5/20/2020                    | \$1.23                      |
| 3/23/2020                    | \$2.37                      | 4/22/2020                    | \$1.74                      | 5/21/2020                    | \$1.21                      |
| 3/24/2020                    | \$2.25                      | 4/23/2020                    | \$1.69                      | 5/22/2020                    | \$1.20                      |
| 3/25/2020                    | \$2.17                      | 4/24/2020                    | \$1.65                      | 5/26/2020                    | \$1.19                      |
| 3/26/2020                    | \$2.09                      | 4/27/2020                    | \$1.63                      | 5/27/2020                    | \$1.17                      |
| 3/27/2020                    | \$2.02                      | 4/28/2020                    | \$1.60                      | 5/28/2020                    | \$1.16                      |
| 3/30/2020                    | \$1.98                      | 4/29/2020                    | \$1.57                      | 5/29/2020                    | \$1.15                      |
| 3/31/2020                    | \$1.93                      | 4/30/2020                    | \$1.53                      | 6/1/2020                     | \$1.13                      |

|          |        |          |        |          |        |
|----------|--------|----------|--------|----------|--------|
| 4/1/2020 | \$1.88 | 5/1/2020 | \$1.50 | 6/2/2020 | \$1.12 |
| 4/2/2020 | \$1.84 | 5/4/2020 | \$1.47 | 6/3/2020 | \$1.10 |
| 4/3/2020 | \$1.80 | 5/5/2020 | \$1.44 | 6/4/2020 | \$1.09 |
| 4/6/2020 | \$1.76 | 5/6/2020 | \$1.41 | 6/5/2020 | \$1.08 |
| 4/7/2020 | \$1.72 | 5/7/2020 | \$1.38 | 6/8/2020 | \$1.07 |

**General Provisions:**

1. There shall be no Recognized Loss for any NMC securities other than ADSs.
2. The “trade” date and not the “settlement” date shall be considered the date of purchase or sale.
3. First-in, first-out basis (“FIFO”) will be applied to both purchases and sales.
4. ADSs originally sold short will have no Recognized Loss.
5. ADSs acquired by conversion of convertible notes that were purchased before the Class Period shall have no Recognized Loss. ADSs acquired by conversion of convertible notes that were purchased during the Class Period shall be considered to be purchased as of the date of conversion, and the conversion price shall be considered the purchase price.
6. No cash payment will be made on a claim where the potential distribution amount is less than \$10. Please be advised that if you do not opt out of the Settlement you will be bound by all determinations and judgments of the Court in connection with the Settlement, including being barred from asserting any of the Released Claims against the Tompkins Released Parties, whether or not you are entitled to a cash payment.
7. The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Settlement Class Member on equitable grounds.
8. No Person shall have any claim against Co-Lead Counsel, the Claims Administrator or other agent designated by Co-Lead Counsel, or Settling Defendant or any of Settling Defendant’s Counsel based on the distribution made substantially in

1 accordance with the Stipulation and this Plan of Allocation, or further orders of the  
2 Court.

3 9. Settlement Class Members who do not submit valid Proofs of Claim will not  
4 share in the Net Settlement Fund. Settlement Class Members who do not either submit  
5 a Request for Exclusion or submit a valid Proof of Claim will nevertheless be bound  
6 by the Settlement and the Order and Partial Final Judgment of the Court dismissing  
7 this Action.

8 **9. How can I get a payment?**

9 To qualify for a payment, you must send in a form titled “Proof of Claim and  
10 Release Form.” This Proof of Claim and Release Form is attached to this Notice.  
11 You may also obtain a Proof of Claim and Release Form at  
12 [www.strategicclaims.net/NMCHHealth](http://www.strategicclaims.net/NMCHHealth). Read the instructions carefully, fill out the  
13 form, sign it in the location indicated. The Proof of Claim and Release Form may be  
14 completed in two ways: (1) by completing and submitting it electronically at  
15 [www.strategicclaim.net/NMCHHealth](http://www.strategicclaim.net/NMCHHealth) by **11:59 p.m. EST on \_\_\_\_\_, 2021**; or (2)  
16 by mailing the claim form together with all documentation requested in the form,  
17 **postmarked no later than \_\_\_\_\_, 2021**, to:

18  
19 NMC Health PLC Securities Litigation  
20 c/o Strategic Claims Services  
21 P.O. Box 230  
22 600 N. Jackson St., Ste. 205  
23 Media, PA 19063  
24 Fax: (610) 565-7985  
25 info@strategicclaims.net

26 The Claims Administrator will process your claim and determine whether you  
27 are an Authorized Claimant.



1 **10. What am I giving up to get a payment or stay in the Settlement Class?**

2 Unless you exclude yourself from the Settlement Class by the \_\_\_\_\_, \_\_\_\_\_,  
3 2021 deadline, you will remain a member of the Settlement Class and will be bound  
4 by the release of claims against Settling Defendant and other Tompkins Released  
5 Parties if the Settlement is approved. That means you and all other Settlement Class  
6 Members and each of their respective parent entities, associates, affiliates,  
7 subsidiaries, predecessors, successors, assigns, attorneys, immediate family  
8 members, heirs, representatives, administrators, executors, devisees, legatees, and  
9 estates will release (agreeing never to sue, continue to sue, or be part of any other  
10 lawsuit) as against Settling Defendant and other Tompkins Released Parties any and  
11 all claims which arise out of, are based upon or relate in any way to the purchase or  
12 acquisition of NMC ADSs during the Class Period. It means that all of the Court’s  
13 orders will apply to you and legally bind you. That means you will accept a share of  
14 the Net Settlement Fund as sole compensation for any losses you suffered in the  
15 purchase, acquisitions, sale or ownership of NMC ADSs during the Class Period.  
16 The specific terms of the release are included in the Settlement Stipulation.

17  
18 **11. How do I get out of the Settlement?**

19 If you do not want to receive a payment from this Settlement, and you want to  
20 keep any right you may have to sue or continue to sue Settling Defendant or other  
21 Tompkins Released Parties on your own about the claims being released in this  
22 Settlement, then you must take steps to exclude yourself from the Settlement. To  
23 exclude yourself from the Settlement, you must mail a letter that (A) clearly  
24 indicates your name, address, phone number and e-mail contact information (if any)  
25 and states that you “request to be excluded from the Settlement Class in *Hashem v.*  
26 *NMC Health PLC, et al.*, Case No. 2:20-cv-02303-CBM-MAA (C.D. Cal.) and  
27 *Shengming Huang v. NMC Health PLC, et al.*, 2:20-cv-02895-CBM-MAA (C.D.

1 Cal)” and (B) states the date, number of shares and dollar amount of each NMC ADS  
2 purchase or acquisition during the Class Period, any sale transactions, and the  
3 number of NMC ADSs held by you as of March 13, 2016 and March 10, 2020. In  
4 order to be valid, such request for exclusion must be submitted with documentary  
5 proof: (i) of each purchase and, if applicable, sale transaction of NMC ADSs during  
6 the Class Period; and (ii) demonstrating your status as a beneficial owner of the  
7 NMC ADSs. Any such request for exclusion must be signed and submitted by you,  
8 as the beneficial owner, under penalty of perjury. You must mail your exclusion  
9 request, to be **received no later than** \_\_\_\_\_, **2021**, to the Claims Administrator at  
10 the following address:

11  
12 NMC Health PLC Securities Litigation  
13 c/o Strategic Claims Services  
14 P.O. Box 230  
15 600 N. Jackson St., Ste. 205  
16 Media, PA 19063

17 **You cannot exclude yourself by telephone or by e-mail.**

18 If you properly exclude yourself, you will not receive a payment from the Net  
19 Settlement Fund, you cannot object to the Settlement, and you will not be legally  
20 bound by the Partial Final Judgment in this case.

21 **12. If I do not exclude myself, can I sue Settling Defendant or the other**  
22 **Released Parties for the same thing later?**

23 No. Unless you followed the procedure outlined in the Notice to exclude  
24 yourself, you give up any right to sue Settling Defendant or other Tompkins  
25 Released Parties for the claims being released in this Settlement. If you have a  
26 pending lawsuit related to any Released Claims, speak to your lawyer in that case  
27

1 immediately, since you must exclude yourself from this Settlement Class to continue  
2 your own lawsuit.

3

4 **13. Do I have a lawyer in this case?**

5 The Court appointed Pomerantz LLP and The Rosen Law Firm, P.A. as Co-  
6 Lead Counsel to represent you and the other Settlement Class Members. If you want  
7 to be represented by your own lawyer, you may hire one at your own expense.  
8 Contact information for Pomerantz LLP and The Rosen Law Firm, P.A. is provided  
9 below.

10

11 **14. How will the lawyers be paid?**

12

13 Co-Lead Counsel has expended considerable time litigating this Action on a  
14 contingent fee basis and have paid for the expenses of the cases themselves. They  
15 have not been paid attorneys' fees or reimbursed for their expenses in advance of this  
16 Settlement. Co-Lead Counsel have done so with the expectation that, if they are  
17 successful in recovering money for the Settlement Class, they will receive attorneys'  
18 fees and be reimbursed for their litigation expenses from the Settlement Fund, as is  
19 customary in this type of litigation. To maximize this distribution to the Settlement  
20 Class, however, Co-Lead Counsel have agreed not to seek a fee from the distribution  
21 of this Settlement. They will request reimbursement of out-of-pocket litigation  
22 expenses not to exceed \$\_\_\_\_\_. If there are additional recoveries for the benefit  
23 of Settlement Class Members, such as a settlement or jury award against remaining  
24 Defendants, Co-Lead Counsel reserve the right to seek a fee of no more than 33  
25 1/3% of total amounts recovered. Co-Lead Counsel will not receive attorneys' fees  
26 or be reimbursed for their litigation expenses except from such additional recoveries,  
27 as awarded by the Court.

28

1 **15. How do I tell the Court that I do not like the Settlement?**

2 You can tell the Court you do not agree with the Settlement, any part of the  
3 Settlement, and/or to Co-Lead Counsel’s motion for expenses and application for  
4 Awards to Plaintiffs, and that you think the Court should not approve the Settlement,  
5 by mailing a letter stating that you object to the Settlement in the matter of *Hashem*  
6 *v. NMC Health PLC, et al.*, Case No. 2:20-cv-02303-CBM-MAA (C.D. Cal.) and  
7 *Shengming Huang v. NMC Health PLC, et al.*, 2:20-cv-02895-CBM-MAA (C.D.  
8 Cal). Be sure to include: (1) your name, address, and telephone number; (2) a list of  
9 all purchases and sales of NMC ADSs during the Class Period in order to show  
10 membership in the Settlement Class; (3) all grounds for the objection, including any  
11 legal support known to you or your counsel; (4) the name, address and telephone  
12 number of all counsel, if any, who represent you, including your former or current  
13 counsel who may be entitled to compensation in connection with the objection; and  
14 (5) the number of times you and/or your counsel has filed an objection to a class  
15 action settlement in the last five years, the nature of each such objection in each case,  
16 the jurisdiction in each case, and the name of the issuer of the security or seller of the  
17 product or service at issue in each case. Attendance at the Settlement Hearing is not  
18 necessary. Objectors wishing to be heard orally at the Settlement Hearing are  
19 required to indicate in their written objection (or in a separate writing that is  
20 submitted in accordance with the deadline and after instruction pertinent to the  
21 submission of a written objection) that they intend to appear at the Settlement  
22 Hearing and identify any witnesses they may call to testify or exhibits they intend to  
23 introduce into evidence at the Settlement Hearing. Be sure to serve copies of any  
24 objections, papers and briefs to **each** of the addresses listed below, to be **received no**  
25 **later than \_\_\_\_\_, 2021:**

|   |  |  |
|---|--|--|
| Clerk of the Court<br>United States District<br>Court<br>Central District of<br>California<br>350 W. 1st Street,<br>Courtroom<br>Los Angeles,<br>California 90012 | <u>CO-LEAD COUNSEL:</u><br><br>POMERANTZ LLP<br>Joshua Silverman, Esq.<br>10 South La Salle Street, Suite<br>3505<br>Chicago, Illinois 60603<br>Telephone: (312) 377-1181<br>Facsimile: (312) 377-1184<br><br>THE ROSEN LAW FIRM, P.A.<br>Phillip Kim, Esq.<br>275 Madison Avenue, 40th<br>Floor<br>New York, New York 10016<br>Telephone: (212) 686-1060<br>Fax: (212) 202-3827 | <u>COUNSEL FOR<br/>                 SETTLING<br/>                 DEFENDANT</u><br><br>EARLY SULLIVAN<br>WRIGHT GIZER &<br>MCRAE LLP<br>William A. Wright, Esq.<br>6420 Wilshire Blvd., 17th<br>Floor<br>Los Angeles, CA 90048<br>Phone: (323) 301-4660<br>Fax: (323) 301-4676 |
|---|--|--|

**16. What is the difference between objecting and requesting exclusion?**

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Settlement Hearing on \_\_\_\_\_, 2021, at \_\_\_:\_\_\_ a.m., at the United States District Court, Central District of California, First Street Courthouse, 350 W. 1st Street, Courtroom # 8B, 8th Floor, Los Angeles, California 90012.

1           At this hearing, the Court will consider whether the Settlement is fair,  
2 reasonable, and adequate and whether to approve the Settlement. If there are  
3 objections, the Court will consider them, and the Court will listen to people who  
4 have asked to speak at the hearing.

5

6       **18. Do I have to come to the hearing?**

7           No. Co-Lead Counsel will answer any questions the Court may have.  
8 However, you are welcome to attend at your own expense. If you send an objection,  
9 you do not have to come to Court to talk about it. As long as you mail your written  
10 objection on time, the Court will consider it.

11

12       **19. What happens if I do nothing at all?**

13           If you do nothing, you will not receive a payment from the Settlement.  
14 However, unless you exclude yourself, you will not be able to start a lawsuit,  
15 continue with a lawsuit, or be part of any other lawsuit against Settling Defendant or  
16 the Tompkins Released Parties about the Released Claims (as defined in the  
17 Settlement Stipulation) ever again.

18

19

20

21

22

23

24

25

26

27

28

**SPECIAL NOTICE TO BROKERS AND OTHER NOMINEES**

If, between March 13, 2016 and March 10, 2020, inclusive, you purchased, otherwise acquired, or sold NMC Health PLC ADSs for the beneficial interest of a person or organization other than yourself, the Court has directed that, **WITHIN TEN (10) DAYS OF YOUR RECEIPT OF NOTICE**, you either (a) provide to the Claims Administrator the name, email address, and last known address of each person or organization for whom or which you purchased such NMC ADSs during such time period or (b) request additional copies of the Postcard Notice, which will be provided to you free of charge, and within ten (10) days mail the Postcard Notice directly to the beneficial owners of the NMC ADSs. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses actually incurred in connection with the foregoing up to \$0.05 for providing names, addresses and email addresses to the Claims Administrator; up to a maximum of \$0.05 per Postcard Notice mailed by you, plus postage at the rate used by the Claims Administrator; or \$0.05 per notice sent by email. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed on page 3 above.

DATED:

\_\_\_\_\_  
BY ORDER OF THE UNITED STATES DISTRICT  
COURT FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

# **EXHIBIT A-2**



**PROOF OF CLAIM AND RELEASE FORM**

**Deadline for Submission:** \_\_\_\_\_

IF YOU PURCHASED OR ACQUIRED NMC HEALTH PLC'S ("NMC" OR THE "COMPANY") AMERICAN DEPOSITARY SHARES ("ADSs") BETWEEN MARCH 13, 2016 AND MARCH 10, 2020, BOTH DATES INCLUSIVE ( "SETTLEMENT CLASS PERIOD") AND WERE ALLEGEDLY DAMAGED THEREBY, YOU ARE A "SETTLEMENT CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

**THE FOLLOWING PERSONS ARE EXCLUDED FROM THE CLASS AND ARE NOT CLASS MEMBERS: (I) DEFENDANTS; (II) CURRENT AND FORMER OFFICERS AND DIRECTORS OF NMC AND ANY TOMPKINS RELEASED PARTY; (III) THE PERSONS EXPRESSLY EXCLUDED FROM THE DEFINITION OF SETTLEMENT CLASSIN PARAGRAPH 1.29 OF THE SETTLEMENT STIPULATION; (IV) THE RESPECTIVE SPOUSES, CHILDREN, OR PARENTS OF ANY PERSON OR ENTITY EXCLUDED UNDER SUBPARAGRAPHS, (I) THROUGH (III) OF THIS PARAGRAPH; (V) ANY PERSON OR ENTITY MORE THAN 5% OWNED OR DIRECTLY OR INDIRECTLY CONTROLLED BY ANY PERSON OR ENTITY EXCLUDED UNDER SUBPARAGRAPHS (I) THROUGH (IV) OF THIS PARAGRAPH OR ANY TRUST OF WHICH SUCH A PERSON IS A BENEFICIARY OR OF WHICH ANY PERSON OR ENTITY IS RELATED OR AFFILIATED TO A BENEFICIARY OR A TRUSTEE; (VI) THE RESPECTIVE HEIRS, SUCCESSORS, TRUSTEES AND ASSIGNS OF ANY PERSON EXCLUDED UNDER PARAGRAPHS (I) THROUGH (V); AND (VII) THOSE PERSONS WHO FILE VALID AND TIMELY REQUESTS FOR EXCLUSION IN ACCORDANCE WITH THE COURT'S ORDER OF PRELIMINARY APPROVAL OF SETTLEMENT.**

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS PROOF OF CLAIM AND RELEASE FORM ("PROOF OF CLAIM AND RELEASE FORM") IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS. YOU CAN COMPLETE AND SUBMIT THE ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM BY 11:59 P.M. EST ON \_\_\_\_\_, 2021 AT WWW.STRATEGICCLAIMS.NET/NMCHEALTH.

IF YOU DO NOT COMPLETE AND SUBMIT AN ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE FORM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN \_\_\_\_\_, 2021 TO STRATEGIC CLAIMS SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

NMC Health PLC Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063

Fax: (610) 565-7985  
info@strategicclaims.net

YOUR FAILURE TO SUBMIT YOUR CLAIM BY \_\_\_\_\_, 2021 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL, AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR. IF YOU ARE A SETTLEMENT CLASS MEMBER AND DO NOT SUBMIT A PROPER PROOF OF CLAIM AND RELEASE FORM, YOU WILL NOT SHARE IN THE SETTLEMENT, BUT YOU NEVERTHELESS WILL BE BOUND BY THE ORDER AND PARTIAL FINAL JUDGMENT OF THE COURT UNLESS YOU EXCLUDE YOURSELF.

SUBMISSION OF A PROOF OF CLAIM AND RELEASE FORM DOES NOT ASSURE THAT YOU WILL SHARE IN THE PROCEEDS OF THE SETTLEMENT.

### CLAIMANT'S STATEMENT

1. I (we) purchased or acquired NMC Health PLC's ("NMC") American Depositary Shares during the Settlement Class Period. (Do not submit this Proof of Claim and Release Form if you did not purchase NMC American Depositary Shares during the Settlement Class Period.)
2. By submitting this Proof of Claim and Release Form, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member(s) as defined above and in the Notice of Pendency and Proposed Settlement of Class Action ("Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Action or anyone excluded from the Settlement Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Notice; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member [e.g., 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.)
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim and Release Form. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proof of Claim and Release Form.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of NMC ADSs, and each sale, if any, of such ADSs. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase and sale of NMC ADSs listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
6. I (we) understand that the information contained in this Proof of Claim and Release Form is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Loss. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.)
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Tompkins Released Parties" of all "Released Claims," as those terms are defined in the Stipulation and Agreement of Settlement (the "Settlement Stipulation").

8. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a covenant by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) to permanently refrain from prosecuting or attempting to prosecute any Released Claims against any of the Tompkins Released Parties.
9. "Released Parties" has the meaning laid out in the Settlement Stipulation.
10. "Released Claims" has the meaning laid out in the Settlement Stipulation.
11. "Unknown Claims" has the meaning laid out in the Settlement Stipulation.
12. I (We) acknowledge that the inclusion of "Unknown Claims" in the definition of claims released pursuant to the Settlement Stipulation was separately bargained for and is a material element of the Settlement of which this release is a part.
13. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Proof of Claim and Release Form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at [info@strategicclaims.net](mailto:info@strategicclaims.net) or visit their website at [www.strategicclaims.net](http://www.strategicclaims.net) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

**I. CLAIMANT INFORMATION**

|   |                 |   |
|---|-----------------|---|
| Name                                      |                 |   |
|   |                 |   |
| Address                                   |                 |   |
|   |                 |   |
| City                                      | State           | ZIP   |
| Foreign Province                          | Foreign Country |   |
| Day Phone                                 | Evening Phone   |   |
| Email                                     |                 |   |
|   |                 |   |
| Social Security Number (for individuals): | OR              | Taxpayer Identification Number (for estates, trusts, corporations, etc.): |

**II. SCHEDULE OF TRANSACTIONS IN NMC HEALTH PLC AMERICAN DEPOSITARY SHARES**

**Beginning Holdings:**

A. State the total number of shares of NMC Health PLC (“NMC”) ADSs held at the close of trading on March 13, 2016 (*must be documented*). If none, write “zero” or “0.”

|  |
|--|
|  |
|--|

**Purchases/Acquisitions:**

B. Separately list each and every purchase or acquisition of NMC ADSs between March 13, 2016 and March 10, 2020, both dates inclusive, and provide the following information (*must be documented*):

| Trade Date<br>(List Chronologically)<br>(Month/Day/Year) | Number of Shares Purchased | Price per Share | Total Cost<br>(Excluding Commissions,<br>Taxes, and Fees) |
|--|----------------------------|-----------------|---|
|  |                            |                 |   |
|  |                            |                 |   |
|  |                            |                 |   |
|  |                            |                 |   |

**Sales:**

C. Separately list each and every sale of NMC ADSs between March 13, 2016 and March 10, 2020, both dates inclusive, and provide the following information (*must be documented*):

| Trade Date<br>(List Chronologically)<br>(Month/Day/Year) | Number of Shares Sold | Price per Share | Amount Received<br>(Excluding Commissions,<br>Taxes, and Fees) |
|--|-----------------------|-----------------|--|
|  |                       |                 |  |
|  |                       |                 |  |
|  |                       |                 |  |
|  |                       |                 |  |

**Ending Holdings:**

D. State the total number of shares of NMC ADSs held at the close of trading on March 10, 2020 (*must be documented*).

|  |
|--|
|  |
|--|

**If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.**

**III. SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service (“I.R.S.”) requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

|  |           |  |
|--|-----------|--|
| Social Security Number (for individuals) | <b>or</b> | Taxpayer Identification Number (for estates, trusts, corporations, etc.) |
|  |           |  |

**IV. CERTIFICATION**

I (We) submit this Proof of Claim and Release Form under the terms of the Settlement Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Central District of California with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release and covenant not to sue 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 this Action. I (We) have not submitted any other claim covering the same purchases or sales of NMC ADSs during the Class Period and know of no other Person having done so on my (our) behalf.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding; or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of

a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)

Check here if proof of authority to file is enclosed.  
(See Item 2 under Claimant's Statement)

Date: \_\_\_\_\_

**THIS PROOF OF CLAIM AND RELEASE FORM MUST BE POSTMARKED NO LATER THAN \_\_\_\_\_, 2021 AND MUST BE MAILED TO:**

NMC Health PLC Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063  
Fax: (610) 565-7985  
info@strategicclaims.net

A Proof of Claim and Release Form received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by \_\_\_\_\_, 2021 and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim and Release Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Proof of Claim and Release Forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim and Release Form. Please notify the Claims Administrator of any change of address.

#### **REMINDER CHECKLIST**

- Please be sure to sign this Proof of Claim and Release Form on page \_\_\_\_\_. If this Proof of Claim and Release Form is submitted on behalf of joint claimants, then each claimant must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim and Release Form or any supporting documents.
- If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested, or its equivalent.
- If you move or change your address, telephone number or email address, please submit the new information to the Claims Administrator, as well as any other information that will assist us in contacting you. NOTE: Failure to submit updated information to the Claims Administrator may result in the Claims Administrator's inability to contact you regarding issues with your claim or deliver payment to you.



# **EXHIBIT A-3**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CHRIS HASHEM, individually and  
on behalf of all others similarly situated,

Plaintiff,

vs.

NMC HEALTH PLC, PRASANTH  
MANGHAT, KHALIFA BIN BUTTI,  
PRASHANTH SHENOY, H.J. MARK  
TOMPKINS, and B.R. SHETTY,

Defendants.

Case No.: 2:20-cv-02303-CBM-MAA

(Consolidated with Case No. 2:20-cv-  
02895-CBM-MAA)

**SUMMARY NOTICE OF PENDENCY AND  
PROPOSED PARTIAL SETTLEMENT OF  
CLASS ACTION**

[Honorable Consuelo B. Marshall]

**TO: ALL PERSONS WHO PURCHASED OR ACQUIRED NMC HEALTH PLC  
("NMC") AMERICAN DEPOSITARY SHARES ("ADSs") BETWEEN MARCH 13,  
2016 AND MARCH 10, 2020, BOTH DATES INCLUSIVE**

**THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER  
SOLICITATION. PLEASE READ THIS SUMMARY NOTICE CAREFULLY AND IN  
ITS ENTIRETY. PLEASE REVIEW THE NOTICE POSTED AT  
WWW.STRATEGICCLAIMS.NET/NMCHEALTH FOR ADDITIONAL DETAILS AND  
INSTRUCTIONS.**

YOU ARE HEREBY NOTIFIED that a hearing will be held in the above-captioned action (the "Action") on \_\_\_\_\_, 202\_\_\_\_, at \_:\_\_\_.m., before the Honorable Consuelo B. Marshall in Courtroom 8B of the United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, California 90012, to determine: (1) whether the proposed Settlement of the Settlement Class's claims against Defendant H.J. Mark Tompkins ("Tompkins" or "Settling Defendant") for \$120,000 should be approved as fair, reasonable and adequate; (2) whether the proposed Plan of Allocation is fair, just, reasonable, and adequate; (3) whether the Court should permanently bar and enjoin the assertion of any claims against the Tompkins Released Parties that arise from or relate to the subject matter of the Action; (4) whether the Action should be dismissed with prejudice against Tompkins as set forth in the Settlement Stipulation filed with the Court; and

(5) whether the application by Co-Lead Counsel for reimbursement of reasonable expenses should be approved. At the Court's discretion, the Final Approval Hearing may be telephonic, in which case call-in details will be displayed by the Claims Administrator at its website: [www.strategicclaims.net](http://www.strategicclaims.net).

IF YOU PURCHASED OR OTHERWISE ACQUIRED NMC ADSs FROM MARCH 13, 2016 TO MARCH 10, 2020, BOTH DATES INCLUSIVE, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS ACTION.

To share in the distribution of the Net Settlement Fund, you must establish your rights by submitting a Proof of Claim, postmarked or delivered to the Settlement Administrator no later than \_\_\_\_\_, 2021. Your failure to submit your Proof of Claim by \_\_\_\_\_, 2021, will subject your claim to rejection and preclude your receiving any of the recovery in connection with the Settlement of the Action. If you are a member of the Settlement Class and do not request exclusion, you will be bound by the Settlement and any judgment and release entered in the Action, including, but not limited to, the Judgments, whether or not you submit a Proof of Claim.

Copies of the Notice, which more completely describes the Settlement and your rights thereunder (including your right to object to the Settlement or exclude yourself from the Settlement), a Proof of Claim form, and the Settlement Stipulation (which, among other things, contains definitions for the defined terms used in this Summary Notice) may be obtained online at [www.strategicclaims.net](http://www.strategicclaims.net), or by writing to:

NMC Health PLC Securities Litigation  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson Street, Suite 205  
Media, Pennsylvania 19063 Telephone: 1-866-274-4004  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

Inquiries should NOT be directed to Defendants, the Courts, or the Clerks of the Courts. Inquiries may also be made to a representative of Co-Lead Counsel:

Joshua B. Silverman, Esq.  
POMERANTZ LLP  
10 S. LaSalle St., Ste. 3505  
Chicago, IL 60603  
Telephone: (312) 377-1181

Phillip Kim, Esq.  
THE ROSEN LAW FIRM, P.A.  
275 Madison Ave., 34th Fl.  
New York, NY 10016  
Telephone: (212) 686-1060

*Co-Lead Counsel*

IF YOU DESIRE TO BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION SUCH THAT IT IS POSTMARKED NO LATER THAN \_\_\_\_\_, 2021, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE SETTLEMENT CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE SETTLEMENT CLASS WILL BE BOUND BY THE JUDGMENTS ENTERED IN THE ACTION EVEN IF THEY DO NOT FILE A TIMELY PROOF OF CLAIM.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, AND/OR THE REQUEST BY CO-LEAD COUNSEL FOR AN AWARD OF EXPENSES. ANY OBJECTIONS MAY BE FILED WITH EITHER COURT AND MUST BE SENT TO CO-LEAD COUNSEL BY \_\_\_\_\_, 2021, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

DATED: \_\_\_\_\_

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF CALIFORNIA  
HONORABLE CONSUELO B. MARSHALL

# **EXHIBIT A-4**

NMC Health PLC Securities Litigation  
#670  
c/o Strategic Claims Services  
P.O. Box 230  
Media, PA 19063

PRESORTED  
FIRST-CLASS  
MAIL U.S.  
POSTAGE PAID

**Court-Ordered Legal Notice  
Forwarding Service Requested**

*Important Notice about a Securities  
Class Action Settlement*

*You may be entitled to a payment.  
This Notice may affect your legal  
rights.*

*Please read it carefully.*

Case No. :20-cv-02303-CBM-MAA  
(C.D. Cal.)

Case Pending in the United States District Court for the  
Central District of California

[NAME 1]  
[NAME 2]  
[NAME 3]  
[ADDRESS 1]  
[ADDRESS 2]



~~H. J. Mark Tompkins v. NMC Health PLC, et al. No. 20-cv-02303 (C.D. Cal.)~~

~~THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.~~

~~PLEASE VISIT [WWW.STRATEGICCLAIMS.NET/NMCHEALTH](http://WWW.STRATEGICCLAIMS.NET/NMCHEALTH) OR CALL 1-866-274-4004 FOR MORE INFORMATION.~~

The United States District Court for the Central District of California (“Court”) has preliminarily approved a proposed Settlement of claims against H. J. Mark Tompkins (“Settling Defendant”). The proposed Settlement would resolve claims against the Settling Defendant in a class action lawsuit alleging that, in violation of the federal securities laws, Settling Defendant made misrepresentations and/or omissions of material fact in various public statements to the investing public concerning NMC Health’s (“NMC”) business operations, prospects, and financial health. The Settling Defendant denies the allegations.

You received this notice because you may have purchased or acquired NMC American Depositary Shares (“ADSs”) between March 13, 2016 and March 10, 2020, both dates inclusive, and you may be a Settlement Class Member. The Settlement provides that, in exchange for the dismissal and release of claims against the Settling Defendant, a fund consisting of \$120,000, less expenses, will be divided among Settlement Class Members who timely submit a valid Proof of Claim and Release Form (“Proof of Claim”). For a full description of the Settlement and your rights and to make a claim, please view the Stipulation and Agreement of Settlement and obtain a copy of the Notice of Pendency and Proposed Partial Settlement of Class Action (“Notice”) and Proof of Claim by visiting the website: [www.strategicclaims.net/NMCHealth](http://www.strategicclaims.net/NMCHealth). You may also request copies of the Notice and Proof of Claim from the Claims Administrator through any of the following ways: (1) mail: NMC Health PLC Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St, Ste. 205, Media, PA 19063; (2) call toll free: (866) 274-4004; (3) fax: (610) 565-7985; or (4) email: [info@strategicclaims.net](mailto:info@strategicclaims.net).

To qualify for payment, you must submit a Proof of Claim, which can be found on the website [www.strategicclaims.net/NMCHealth](http://www.strategicclaims.net/NMCHealth). PROOFS OF CLAIM ARE DUE BY \_\_\_\_\_, 2021 TO NMC HEALTH PLC SECURITIES LITIGATION, C/O STRATEGIC CLAIMS SERVICES, P.O. BOX 230, 600 N. JACKSON ST, STE 205, MEDIA, PA 19063. If you do not want to be legally bound by the Settlement, you must exclude yourself by \_\_\_\_\_, 2021. If you exclude yourself, you cannot get money from this Settlement. If you stay in the Settlement, you may object to it by \_\_\_\_\_, 2021. The Notice explains how to exclude yourself or to object.

The Court will hold a hearing in this case on \_\_\_\_\_, 2021 at \_\_\_\_:\_\_\_\_.m. at the United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Courtroom # 8B, 8th Floor, Los Angeles, California 90012 to consider whether to approve the Settlement, the Plan of Allocation, and a request by Lead Counsel for up to \$35,000 reimbursement for expenses incurred in litigating the case. You may, but do not have to, attend the hearing and ask to be heard by the Court. For more information, call toll-free 1-866-274-4004, or visit the website [www.strategicclaims.net/NMCHealth](http://www.strategicclaims.net/NMCHealth).



# **EXHIBIT B**

1  
2 **UNITED STATES DISTRICT COURT**  
3 **CENTRAL DISTRICT OF CALIFORNIA**

4 CHRIS HASHEM, individually and  
5 on behalf of all others similarly situated,  
6  
7 Plaintiff,

8 vs.

9 NMC HEALTH PLC, PRASANTH  
10 MANGHAT, KHALIFA BIN BUTTI,  
11 PRASHANTH SHENOY, H.J. MARK  
12 TOMPKINS, and B.R. SHETTY,

13 Defendants.

Case No.: 2:20-cv-02303-CBM-MAA  
(Consolidated with Case No. 2:20-cv-  
02895-CBM-MAA)

**[PROPOSED] ORDER AND  
PARTIAL FINAL JUDGMENT**

[Honorable Consuelo B. Marshall]

1 **[PROPOSED] ORDER AND PARTIAL FINAL JUDGMENT**

2 On the \_\_\_\_ day of \_\_\_\_\_, 2021 a hearing having been held before  
3 this Court to determine: (1) whether the terms and conditions of the Stipulation and  
4 Agreement of Settlement dated June 14, 2021 (“Settlement Stipulation”) are fair,  
5 reasonable and adequate for the settlement of all claims asserted by the Settlement  
6 Class against H.J. Mark Tompkins (“Settling Defendant” or “Tompkins”), including  
7 the release of the Released Claims against the Tompkins Released Parties, and  
8 should be approved; (2) whether judgment should be entered dismissing the Settling  
9 Defendant with prejudice; (3) whether to approve the proposed Plan of Allocation as  
10 a fair and reasonable method to allocate the Net Settlement Fund among Settlement  
11 Class Members; and (4) whether and in what amount to award Lead Counsel  
12 reimbursement of expenses; and

13 The Court having considered all matters submitted to it at the hearing and  
14 otherwise; and

15 It appearing in the record that the Summary Notice substantially in the form  
16 approved by the Court in the Court’s Order Granting Plaintiffs’ Motion for  
17 Preliminary Approval of Partial Class Action Settlement, dated \_\_\_\_\_, 2021  
18 (“Preliminary Approval Order”) was published; the Postcard Notice was mailed to  
19 all reasonably identifiable Settlement Class Members; a link to the Notice was  
20 emailed to all reasonably identifiable Settlement Class Members and the Notice was  
21 posted to the website of the Claims Administrator; all in accordance with the  
22 Preliminary Approval Order and the specifications of the Court; and

23 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND**  
24 **DECREED THAT:**

25 1. This Order and Partial Final Judgment incorporates by reference the  
26 definitions in the Settlement Stipulation, and all capitalized terms used herein shall  
27 have the same meanings as set forth therein.

28 2. The Court has jurisdiction over the subject matter of the Action.

1           3.     The Court finds that, for settlement purposes only, the prerequisites for  
2 a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure  
3 have been satisfied in that:

4           (a) the number of Settlement Class Members is so numerous that joinder of all  
5 members thereof is impracticable;

6           (b) there are questions of law and fact common to the Settlement Class;

7           (c) the claims of Lead Plaintiffs are typical of the claims of the Settlement  
8 Class they seek to represent;

9           (d) Lead Plaintiffs and Co-Lead Counsel fairly and adequately represent the  
10 interests of the Settlement Class;

11           (e) questions of law and fact common to the members of the Settlement Class  
12 predominate over any questions affecting only individual members of the  
13 Settlement Class; and

14           (f) a class action is superior to other available methods for the fair and  
15 efficient adjudication of this Action, considering:

16           i.     the interests of the Settlement Class Members in individually  
17 controlling the prosecution of the separate actions;

18           ii.    the extent and nature of any litigation concerning the controversy  
19 already commenced by Settlement Class Members;

20           iii.   the desirability or undesirability of concentrating the litigation of  
21 these claims in this particular forum; and

22           iv.    the difficulties likely to be encountered in the management of the  
23 class action.

24           The Settlement Class is being certified for settlement purposes only.

25           4.     The Court hereby finally certifies this action as a class action for  
26 purposes of the Settlement, pursuant to Rule 23(a) and (b)(3) of the Federal Rules of  
27 Civil Procedure, on behalf of all Persons (including, without limitation, their  
28 beneficiaries) who purchased or acquired NMC Health PLC (“NMC” or the

1 “Company”) American Depositary Shares (“ADSs”) between March 13, 2016 and  
2 March 10, 2020, both dates inclusive. Excluded from the Settlement Class are (i)  
3 Defendants; (ii) current and former officers and directors of NMC and any Tompkins  
4 Released Parties; (iii) the Persons expressly excluded from the definition of  
5 Settlement Class in paragraph 1.29 of the Settlement Stipulation; (iv) the respective  
6 spouses, children, or parents of any Person excluded under subparagraphs (i) through  
7 (iii) of this paragraph; (v) any Person more than 5% owned or directly or indirectly  
8 controlled by any Person excluded under subparagraphs (i) through (iv) of this  
9 paragraph or any trust of which such a Person is a beneficiary or of which any  
10 Person is related or affiliated to a beneficiary or a trustee; (vi) the respective heirs,  
11 successors, trustees and assigns of any Person excluded under paragraphs (i) through  
12 (v); and (vii) those Persons who file valid and timely requests for exclusion in  
13 accordance with the Court’s Preliminary Approval Order.

14 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, for the  
15 purposes of this Settlement only, Lead Plaintiffs are certified as the class  
16 representatives on behalf of the Settlement Class and Co-Lead Counsel previously  
17 selected by Lead Plaintiffs and appointed by the Court is hereby appointed as class  
18 counsel for the Settlement Class (“Co-Lead Counsel”).

19 6. In accordance with the Court’s Preliminary Approval Order, the Court  
20 hereby finds that the forms and methods of notifying the Settlement Class of the  
21 Settlement and its terms and conditions met the requirements of due process, Rule 23  
22 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act,  
23 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act  
24 of 1995; constituted the best notice practicable under the circumstances; and  
25 constituted due and sufficient notice of these proceedings and the matters set forth  
26 herein, including the Settlement and Plan of Allocation, to all Persons entitled to  
27 such notice. No Settlement Class Member is relieved from the terms and conditions  
28 of the Settlement, including the releases provided for in the Settlement Stipulation,

1 based upon the contention or proof that such Settlement Class Member failed to  
2 receive actual or adequate notice. A full opportunity has been offered to the  
3 Settlement Class Members to object to the proposed Settlement and to participate in  
4 the hearing thereon. The Court further finds that the notice provisions of the Class  
5 Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it is hereby  
6 determined that all Settlement Class Members are bound by this Order and Partial  
7 Final Judgment except those Persons listed on Exhibit A to this Order and Partial  
8 Final Judgment.

9       7. The Settlement is approved as fair, reasonable and adequate under Rule  
10 23 of the Federal Rules of Civil Procedure, and in the best interests of the Settlement  
11 Class. This Court further finds that the Settlement set forth in the Settlement  
12 Stipulation is the result of good faith, arm's-length negotiations between experienced  
13 counsel representing the interests of Lead Plaintiffs, Settlement Class Members, and  
14 the Settling Defendant. The Settling Parties are directed to consummate the  
15 Settlement in accordance with the terms and provisions of the Settlement Stipulation.

16       8. The Action and all claims contained therein, as well as all of the  
17 Released Claims, are dismissed with prejudice as against Tompkins and the  
18 Tompkins Released Parties. The Settling Parties are to bear their own costs, except  
19 as otherwise provided in the Settlement Stipulation.

20       9. The Court orders:

21       (a) In accordance with 15 U.S.C. § 78u-4(f)(7)(A), any and all claims  
22 for contribution arising out of the Released Claims: (i) by any Person against  
23 any of the Tompkins Released Parties and (ii) by any of the Tompkins  
24 Released Parties against any Person (other than as set out in 15 U.S.C. § 78u-  
25 4(f)(7)(A)(ii)) are hereby permanently barred, extinguished, discharged,  
26 satisfied and unenforceable. Accordingly, without limitation to any of the  
27 above, (i) any Person is hereby permanently enjoined from commencing,  
28 prosecuting, or asserting against any of the Tompkins Released Parties any

1 such claim for contribution, and (ii) the Tompkins Released Parties are hereby  
2 permanently enjoined from commencing, prosecuting, or asserting against any  
3 Person any such claim for contribution. In accordance with U.S.C. § 78u-  
4 4(f)(7)(B), any final verdict or judgment that might be obtained by or on  
5 behalf of the Lead Plaintiffs, the Settlement Class or a Settlement Class  
6 Member against any Person for loss for which such Person and any Tompkins  
7 Released Parties are found to be jointly responsible shall be reduced by the  
8 greater of (i) an amount that corresponds to the total amount of the Settling  
9 Defendant’s percentage of responsibility for the loss to the Lead Plaintiffs, the  
10 Settlement Class or Settlement Class Member, or (ii) the Settlement Amount.

11 (b) Any and all Persons are permanently barred, enjoined, and  
12 restrained from commencing, prosecuting, or asserting any claim against any  
13 of the Tompkins Released Parties arising under any federal, state, or foreign  
14 statutory or common-law rule, however styled, whether for indemnification or  
15 contribution or otherwise denominated, including claims for breach of contract  
16 or for misrepresentation, where the claim is or arises from a Released Claim  
17 and the alleged injury to such Person arises from that Person’s alleged liability  
18 to Lead Plaintiffs, the Settlement Class or any Settlement Class Member,  
19 including any claim in which a Person seeks to recover from any of the  
20 Tompkins Released Parties any amounts such Person has or might become  
21 liable to pay to Lead Plaintiffs or the Settlement Class or any Settlement Class  
22 Member (hereafter the “Complete Bar Order”). All such claims are hereby  
23 extinguished, discharged, satisfied, and unenforceable. The provisions of the  
24 Complete Bar Order are intended to preclude any liability of any of the  
25 Tompkins Released Parties to any Person for indemnification, contribution, or  
26 otherwise on any claim that is or arises from a Released Claim and where the  
27 alleged injury to such Person arises from that Person’s alleged liability to the  
28 Lead Plaintiffs, the Settlement Class or any Settlement Class Member;

1 provided however, that if the Lead Plaintiffs, Settlement Class or any  
2 Settlement Class Member obtains any judgment against any such Person based  
3 upon, arising out of, or relating to any Released Claim for which such Person  
4 and any of the Tompkins Released Parties are found to be jointly responsible,  
5 that Person shall be entitled to a judgment credit equal to an amount that is the  
6 greater of (i) an amount that corresponds to such Tompkins Released Party's  
7 or Parties' percentage of responsibility for the loss to the Lead Plaintiffs or  
8 Settlement Class or Settlement Class Member, or (ii) the Settlement Amount.

9 (c) Each and every Tompkins Released Party is permanently barred,  
10 enjoined, and restrained from commencing, prosecuting, or asserting any  
11 claim against any other Person (including any other Tompkins Released  
12 Parties) arising under any federal, state, or foreign statutory or common-law  
13 rule, however styled, whether for indemnification or contribution or otherwise  
14 denominated, including claims for breach of contract and for  
15 misrepresentation, where the claim is or arises from a Released Claim and the  
16 alleged injury to such Tompkins Released Party arises from that Tompkins  
17 Released Party's alleged liability to Lead Plaintiffs, the Settlement Class or  
18 any Settlement Class Member, including any claim in which any Tompkins  
19 Released Party seeks to recover from any Person (including another Tompkins  
20 Released Party) (i) any amounts any such Tompkins Released Party has or  
21 might become liable to pay to the Settlement Class or any Settlement Class  
22 Member and/or (ii) any costs, expenses, or attorneys' fees from defending any  
23 claim by the Settlement Class or any Settlement Class Member. All such  
24 claims are hereby extinguished, discharged, satisfied and unenforceable.

25 (d) If any term of the Complete Bar Order entered by the Court is  
26 held to be unenforceable after the date of entry, such provision shall be  
27 substituted with such other provision as may be necessary to afford all of the  
28



1 Tompkins Released Parties the fullest protection permitted by law from any  
2 claim that is based upon, arises out of, or relates to any Released Claim.

3 (e) Notwithstanding the Complete Bar Order or anything else in the  
4 Settlement Stipulation, nothing shall release, interfere with, limit, or bar the  
5 assertion by any Tompkins Released Party of any claim for or defense to the  
6 availability of insurance coverage under any insurance, reinsurance or  
7 indemnity policy that provides coverage respecting the conduct at issue in this  
8 Action, except as limited by the insurance agreement.

9 (f) Nothing in this Order or the Tompkins Settlement shall be  
10 deemed to release any claim by Lead Plaintiffs or the Settlement Class against  
11 any Defendant in this Action other than Tompkins.

12 10. The Plaintiffs Releasing Parties, on behalf of themselves, their  
13 successors and assigns, and any other Person claiming (now or in the future) through  
14 or on behalf of them, regardless of whether any such Plaintiffs Releasing Party ever  
15 seeks or obtains by any means, including without limitation by submitting a Proof of  
16 Claim and Release Form, any disbursement from the Settlement Fund, shall be  
17 deemed to have, and by operation of this Order and Partial Final Judgment shall  
18 have, fully, finally, and forever released, relinquished, and discharged all Released  
19 Claims against the Tompkins Released Parties. The Plaintiffs Releasing Parties shall  
20 be deemed to have, and by operation of this Order and Partial Final Judgment shall  
21 have, covenanted not to sue the Tompkins Released Parties with respect to any and  
22 all Released Claims in any forum and in any capacity. The Plaintiffs Releasing  
23 Parties shall be and hereby are permanently barred and enjoined from asserting,  
24 commencing, prosecuting, instituting, assisting, instigating, or in any way  
25 participating in the commencement or prosecution of any action or other proceeding,  
26 in any forum, asserting any Released Claim, in any capacity, against any of the  
27 Tompkins Released Parties. Nothing contained herein shall, however, bar the  
28

1 Plaintiffs Releasing Parties from bringing any action or claim to enforce the terms of  
2 the Settlement Stipulation or this Order and Partial Final Judgment.

3 11. The Tompkins Releasing Parties shall be deemed to have, and by  
4 operation of the Final Judgment shall have, fully, finally, and forever released,  
5 relinquished, and discharged Plaintiffs Released Parties from all Tompkins Released  
6 Claims, and shall be permanently enjoined from prosecuting the Tompkins Released  
7 Claims against the Plaintiffs Released Parties. Nothing contained herein shall,  
8 however, bar Lead Plaintiffs or the Settling Defendant from bringing any action or  
9 claim to enforce the terms of the Settlement Stipulation or this Order and Partial  
10 Final Judgment.

11 12. The Court hereby finds that the proposed Plan of Allocation is a fair and  
12 reasonable method to allocate the Net Settlement Fund among Settlement Class  
13 Members, and Co-Lead Counsel and the Claims Administrator are directed to  
14 administer the Plan of Allocation in accordance with its terms and the terms of the  
15 Settlement Stipulation.

16 13. The Court finds that the Settling Parties and their counsel have  
17 complied with all requirements of Rule 11 of the Federal Rules of Civil Procedure  
18 and the Private Securities Litigation Record Act of 1995 as to all proceedings herein.

19 14. Neither this Order and Partial Final Judgment, the Settlement  
20 Stipulation (nor the Settlement contained therein), nor any of its terms and  
21 provisions, nor any of the negotiations, documents or proceedings connected with  
22 them:

- 23 (a) is or may be deemed to be, or may be used as an admission,  
24 concession, or evidence of, the validity or invalidity of any Released Claims,  
25 the truth or falsity of any fact alleged by Lead Plaintiffs, the sufficiency or  
26 deficiency of any defense that has been or could have been asserted in the  
27 Action, or of any wrongdoing, liability, negligence or fault of Settling  
28 Defendant, the Tompkins Released Parties, or each or any of them;

1 (b) is or may be deemed to be or may be used as an admission of, or  
2 evidence of, any fault or misrepresentation or omission with respect to any  
3 statement or written document attributed to, approved or made by the Settling  
4 Defendant or Tompkins Released Parties in any civil, criminal or  
5 administrative proceeding in any court, administrative agency or other  
6 tribunal;

7 (c) is or may be deemed to be or shall be used, offered or received  
8 against the Settling Parties, Settling Defendant or the Tompkins Released  
9 Parties, or each or any of them, as an admission, concession or evidence of the  
10 validity or invalidity of the Released Claims, the infirmity or strength of any  
11 claim raised in the Action, the truth or falsity of any fact alleged by the Lead  
12 Plaintiffs or the Settlement Class, or the availability or lack of availability of  
13 meritorious defenses to the claims raised in the Action;

14 (d) is or may be deemed to be or shall be construed as or received in  
15 evidence as an admission or concession against the Settling Defendant, or the  
16 Tompkins Released Parties, or each or any of them, that any of Lead  
17 Plaintiffs' claims or Settlement Class Members' claims are with or without  
18 merit, that a litigation class should or should not be certified, that damages  
19 recoverable in the Action would have been greater or less than the Settlement  
20 Fund or that the consideration to be given pursuant to the Settlement  
21 Stipulation represents an amount equal to, less than or greater than the amount  
22 which could have or would have been recovered after trial.

23 15. The Tompkins Released Parties may file the Settlement Stipulation  
24 and/or this Order and Partial Final Judgment in any other action that may be brought  
25 against them in order to support a defense or counterclaim based on principles of *res*  
26 *judicata*, collateral estoppel, full faith and credit, release, good faith settlement,  
27 judgment bar or reduction or any other theory of claim preclusion or issue preclusion  
28 or similar defense or counterclaim. The Settling Parties may file the Settlement

1 Stipulation and/or this Order and Partial Final Judgment in any proceedings that may  
2 be necessary to consummate or enforce the Settlement Stipulation, the Settlement, or  
3 this Order and Partial Final Judgment.

4 16. Except as otherwise provided herein or in the Settlement Stipulation, all  
5 funds held by the Escrow Agent shall be deemed to be in *custodia legis* and shall  
6 remain subject to the jurisdiction of the Court until such time as the funds are  
7 distributed or returned pursuant to the Settlement Stipulation and/or further order of  
8 the Court.

9 17. Without affecting the finality of this Order and Partial Judgment in any  
10 way, this Court hereby retains continuing exclusive jurisdiction regarding the  
11 administration, interpretation, effectuation or enforcement of the Settlement  
12 Stipulation and this Order and Partial Final Judgment, and including any application  
13 for fees and expenses incurred in connection with administering and distributing the  
14 Settlement proceeds to the Settlement Class Members.

15 18. Without further order of the Court, Settling Defendant and Lead  
16 Plaintiffs may agree to reasonable extensions of time to carry out any of the  
17 provisions of the Settlement Stipulation.

18 19. There is no just reason for delay in the entry of this Order and Partial  
19 Final Judgment and immediate entry by the Clerk of the Court is expressly directed  
20 pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

21 20. The finality of this Order and Partial Final Judgment shall not be  
22 affected, in any manner, by rulings that the Court may make on any of Co-Lead  
23 Counsel's applications in the Action for expenses to Co-Lead Counsel .

24 21. If the Settlement is not consummated in accordance with the terms of  
25 the Settlement Stipulation, then the Settlement Stipulation and this Order and Partial  
26 Final Judgment (including any amendment(s) thereof, and except as expressly  
27 provided in the Settlement Stipulation or by order of the Court) shall be null and  
28 void, of no further force or effect, and without prejudice to any Settling Party, and

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may not be introduced as evidence or used in any action or proceeding by any Person against the Settling Parties or the Tompkins Released Parties, and each Settling Party shall be restored to his, her or its respective litigation positions as they existed prior to June 1, 2021, pursuant to the terms of the Settlement Stipulation.

Dated: \_\_\_\_\_, 2021

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HON. CONSUELO B. MARSHALL  
UNITED STATES DISTRICT  
JUDGE