



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE R1 RCM INC. STOCKHOLDERS  
LITIGATION

CONSOLIDATED  
C.A. 2021-0318-PAF

**ORDER AND FINAL JUDGMENT**

WHEREAS, a consolidated stockholder class and derivative action is pending in this Court captioned *In re R1 RCM Stockholders Litigation*, Consolidated C.A. No. 2021-0318-PAF (the “Action”);

WHEREAS, (i) Lead Plaintiff Pembroke Pines Firefighters & Police Officers Pension Fund (“Plaintiff”), on behalf of itself and the other members of the Settlement Class (defined below), and derivatively as a stockholder of R1 RCM Inc. (“R1” or the “Company”); (ii) defendant and nominal defendant R1; (iii) defendants David Dill, Michael Feiner, Joseph Flanagan, John B. Henneman, Alex Mandl (deceased) through his personal representative, Susan A. Mandl, Neal Moszkowski, Ian Sacks, Agnes Bundy Scanlan, Jill Smith, Anthony Speranzo, Anthony R. Tersigni, and Albert Zimmerli (the “Director Defendants”); (iv) defendants Ascension Health Alliance (“Ascension”), TowerBrook Capital Partners L.P. (“TowerBrook”), and TCP-ASC ACHI Series LLLP (“TCP-ASC”; together with Ascension and TowerBrook, the “TCP-ASC Defendants”); and

(v) defendants CoyCo 1, L.P. and CoyCo 2, L.P. (the “Cloudmed Stockholder Defendants”; and together with R1, the Director Defendants, and the TCP-ASC Defendants, “Defendants”) (Plaintiff and Defendants, together, the “Parties”) have entered into a Stipulation and Agreement of Settlement, Compromise, and Release dated September 27, 2023 (the “Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, by Order dated December 14, 2023 (the “Scheduling Order”), this Court (i) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members and current R1 stockholders; (ii) provided Settlement Class Members and current R1 stockholders with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiff’s Counsel’s application for an award of attorneys’ fees and Litigation Expenses (“Fee and Expense Application”); and (iii) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on December 14, 2023 (the “Settlement Hearing”) to consider, among other things: (i) whether the terms and

conditions of the Settlement are fair, reasonable, and adequate to Plaintiff, the other members of the Settlement Class, and the Company, and should therefore be approved; (ii) whether a Judgment should be entered dismissing the Action with prejudice as against Defendants; and (iii) whether Plaintiff's Counsel's Fee and Expense Application should be approved; and

WHEREAS, due notice of the hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other persons or entities requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Settlement Class was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**, this 14th day of December, 2023, as follows:

1. **Definitions**: Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given to them in the Stipulation.

2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and each of the Settlement Class Members for purposes of the Action.

3. **Incorporation of Settlement Documents:** This Judgment incorporates and makes a part hereof: (a) the Stipulation and (b) the Notice and Summary Notice.

4. **Notice:** The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (i) were implemented in accordance with the Scheduling Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members and current R1 stockholders of: the pendency of the Action; the effect of the proposed Settlement (including the Releases to be provided thereunder); the proposed Plan of Allocation; Plaintiff's Counsel's Fee and Expense Application; their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiff's Counsel's Fee and Expense Application; and their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all persons and entities

entitled to receive notice of the proposed Settlement; and (v) satisfied the requirements of Court of Chancery Rules 23 and 23.1, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

5. **Class Certification**: The Settlement Class, consisting of all holders of R1 common stock, whether beneficial or of record, together with their respective heirs, successors in interest, transferees, and assignees, from August 18, 2020, through the close of trading on September 27, 2023 (the “Class Period”), but excluding (i) Defendants; (ii) any person who is, or was during the Class Period, an officer, director, or partner of R1, R1 RCM Holdco Inc, Project Roadrunner Merger Sub Inc., Revint Holdings, LLC, CoyCo 1, L.P., CoyCo 2, L.P., TCP-ASC ACHI Series LLLP, TowerBrook Capital Partners L.P., Ascension Health Alliance, or New Mountain Capital LLC; (iii) the immediate family members of any of the foregoing; (iv) any trusts, estates, entities, or accounts that held R1 shares for the benefit of any of the foregoing; and (v) the legal representatives, heirs, successors in interest, successors, transferees, and assigns of the foregoing, is finally certified as a non-opt-out class, for purposes of the Settlement only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and

23(b)(2). Lead Plaintiff Pembroke Pines Firefighters & Police Officers Pension Fund is finally appointed as Class Representative for the Settlement Class, and the law firms of Bernstein Litowitz Berger & Grossmann LLP and Friedman Oster & Tejtel PLLC (together, “Plaintiff’s Co-Lead Counsel”) are finally appointed as Class Counsel for the Settlement Class.

6. Based on the record of the Action, the Court expressly and conclusively finds that: (i) the Settlement Class is so numerous that joinder of all members is impracticable, satisfying Court of Chancery Rule 23(a)(1); (ii) there are questions of law and fact common to the Settlement Class, satisfying Court of Chancery Rule 23(a)(2); (iii) the claims of Plaintiff are typical of the claims of absent Settlement Class Members in that they all arise from the same allegedly wrongful course of conduct and are based on the same legal theories, satisfying Court of Chancery Rule 23(a)(3); (iv) Plaintiff and Plaintiff’s Co-Lead Counsel are fair and adequate representatives of the Settlement Class, satisfying Court of Chancery Rule 23(a)(4); (v) the prosecution of separate actions by individual Settlement Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action as against Defendants would

influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Settlement Class Members, satisfying Court of Chancery Rule 23(b)(1); and (vi) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a whole, satisfying Court of Chancery Rule 23(b)(2).

7. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Court of Chancery Rules 23(e) and 23.1(c), this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the Settlement consideration; the Released Claims; class certification; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to Plaintiff, the other members of the Settlement Class, and the Company, and is in each of their best interests. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation, which this Judgment incorporates and makes a part hereof.

8. The Action and all of the claims asserted against Defendants in the Action are hereby dismissed with prejudice. The Parties shall bear their own fees, costs, and expenses, except as otherwise provided in the Stipulation and this Judgment.

9. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever binding on the Parties and all Settlement Class Members, as well as their respective successors and assigns.

10. **Releases:** The Releases set forth in the Stipulation, together with the definitions contained in Paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(i) Upon the Effective Date of the Settlement, Plaintiff and each of the other Settlement Class Members shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Class Claims against Defendants and the other Released Defendants' Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining,



participating in, or prosecuting any and all Released Class Claims against any of the Released Defendants' Persons.

(ii) Upon the Effective Date of the Settlement, Plaintiff and R1 shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Derivative Claims against Defendants and the other Released Defendants' Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting any and all Released Derivative Claims against any of the Released Defendants' Persons.

(iii) Upon the Effective Date of the Settlement, Defendants shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Defendants' Claims against Plaintiff, R1, and the other Released Plaintiff's Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting any

and all Released Defendants' Claims against any of the Released Plaintiff's Persons.

11. Notwithstanding Paragraph 10 above, nothing in the Stipulation or in this Judgment shall in any way impair or restrict the rights of the Parties to enforce the terms of the Settlement pursuant to the Stipulation.

12. **No Admissions:** Neither the Settlement Term Sheet, the Stipulation, including the exhibits thereto, or the negotiations leading to the execution of the Settlement Term Sheet or the Stipulation, nor any proceedings taken pursuant to or in connection with the Settlement Term Sheet, the Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):  
(a) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to any fact alleged in the Complaints or during the Action or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any

of the Released Defendants' Persons, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the Settlement; or (b) shall be offered against any of the Released Plaintiff's Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Released Plaintiff's Persons that any of their claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Complaints would not have exceeded the Total Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiff's Persons, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the Settlement.

13. **Award of Attorneys' Fees and Expenses:** Plaintiff's Counsel are hereby awarded attorneys' fees in the amount of \$12,249,252.12 of the Total Settlement Fund, net of total Court-awarded Litigation Expenses, which sum the Court finds to be fair and reasonable. Plaintiff's Counsel are also hereby awarded \$563,199.51 in payment of Litigation Expenses to be paid from the Total Settlement Fund, which sum the Court finds to be fair and reasonable. The

awarded attorney's fees and Litigation Expenses ("Fee and Expense Award") shall be paid out of the Total Settlement Fund in accordance with the terms of the Stipulation.

14. No proceedings or court order with respect to the Fee and Expense Award to Plaintiff's Counsel shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

15. **Plan of Allocation of Net Class Settlement Fund:** The Court hereby finds and concludes that the formula for the calculation of payments from the Net Class Settlement Fund to eligible Settlement Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Class Settlement Fund with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval of the Plan of Allocation shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

16. **Modification of the Stipulation:** Without further approval from the Court, the Parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any Exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Judgment; and (ii) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

17. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Judgment shall be without prejudice to the rights of the Parties or the Settlement Class; and Plaintiff and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Settlement Term Sheet on August 29, 2023, as provided under the Stipulation.

18. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over the Parties and all Settlement Class Members for purposes of the administration,

interpretation, implementation, and enforcement of the Settlement, and all other matters relating to the Action and the Settlement.

19. **Entry of Final Judgment:** There is no just reason to delay the entry of this Judgment as a final judgment in the Action. Accordingly, the Register in Chancery is expressly directed to immediately enter this final Judgment in the Action.

/s/ Paul A. Fioravanti, Jr.  
Vice Chancellor