



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE R1 RCM INC. STOCKHOLDERS
LITIGATION

CONSOLIDATED
C.A. 2021-0318-PAF

**STIPULATION AND AGREEMENT OF SETTLEMENT,
COMPROMISE, AND RELEASE**

This Stipulation and Agreement of Settlement, Compromise, and Release, dated September 27, 2023 (this “**Stipulation**”), is entered into by and among: (i) Lead Plaintiff Pembroke Pines Firefighters & Police Officers Pension Fund (“**Plaintiff**”), on behalf of itself and the other members of the Settlement Class (as defined in Paragraph 1(cc) 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**”, and each a “**Party**”).¹ Upon the terms and subject to the conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the “**Court**”) under Delaware Court of Chancery Rules 23 and 23.1, the Settlement embodied in this Stipulation is intended to be a full and final disposition of the claims asserted against Defendants in the above-captioned consolidated stockholder class and derivative action (the “**Action**”).

WHEREAS:

A. On August 19, 2020, R1’s board of directors resolved to establish a special committee of R1 directors and authorized the delegation to that special committee of the full power and authority of the Board to, among other things, prepare for, identify, review, evaluate, respond to, and propose any potential recapitalization transaction.

B. On September 23, 2020, TCP-ASC publicly disclosed in a Schedule 13D/A filed with the SEC that R1 had requested that TCP-ASC undertake a discussion with board members unaffiliated with it about potential transactions to convert or otherwise reduce in whole or in part the R1 preferred stock held by it.

¹ All terms herein with initial capitalization shall, other than proper nouns, the titles of agreements and other documents or the first word of a sentence, unless defined elsewhere in this Stipulation, have the meanings given to them in Paragraph 1 below.

C. On January 5, 2021, TCP-ASC and R1 entered into a Preferred Stock Agreement pursuant to which (i) TCP-ASC converted its R1 preferred stock into 117,706,400 shares of R1 common stock; (ii) R1 issued TCP-ASC 21,582,800 additional shares of R1 common stock; (iii) R1 paid TCP-ASC \$105 million in cash; and (iv) R1 and TCP-ASC entered into an Amended Investor Rights Agreement (the “**Recapitalization**”).

D. On April 13, 2021 and April 19, 2021, two related actions were filed in the Court by R1 stockholders alleging, among other things, that R1 and the TCP-ASC Defendants breached their fiduciary duties in connection with the Recapitalization and Amended Investor Rights Agreement: (i) *City of Providence, et al. v. Ascension Health Alliance, et al.*, C.A. No. 2021-0318-PAF (Del. Ch) (the “**Providence Action**”); and (ii) *Pembroke Pines Firefighters & Police Officers Pension Fund v. Ascension Health Alliance, et al.*, C.A. No. 2021-0334-PAF (Del. Ch.). Each plaintiff in the foregoing actions filed its complaint after negotiating for, obtaining, and reviewing books and records from R1 in response to demands made under 8 *Del. C.* § 220.

E. On May 12, 2021, the Court entered an order that (i) consolidated the two related actions; (ii) designated Pembroke Pines Firefighters & Police Officers Pension Fund as Lead Plaintiff; (iii) designated Bernstein Litowitz Berger & Grossmann LLP and Friedman Oster & Tejtell PLLC as co-lead counsel for Plaintiff;

(iv) designated Labaton Sucharow LLP, Purcell Julie & Lefkowitz LLP, and Levi and Korsinsky, LLP as additional counsel; and (v) deemed the Verified Stockholder Derivative and Class Action Complaint filed in the *Providence* Action as the operative complaint in the consolidated action.

F. On June 30, 2021, R1 and the TCP-ASC Defendants filed their Answers to the Verified Stockholder Derivative and Class Action Complaint.

G. On July 16, 2021, Plaintiff served (i) Plaintiff's First Set of Interrogatories to R1; (ii) Plaintiff's First Request for Production of Documents Directed to R1; (iii) Plaintiff's First Set of Interrogatories to the TCP-ASC Defendants; and (iv) Plaintiff's First Request for Production of Documents Directed to the TCP-ASC Defendants.

H. On July 19, 2021, Plaintiff served Subpoenas *Duces Tecum* and *Ad Testificandum* upon Centerview Partners LLC, Deutsche Bank Securities Inc., Evercore Group LLC, and Barclays Capital Inc.

I. On August 12, 2021, Plaintiff served Subpoenas *Duces Tecum* and *Ad Testificandum* upon Neil Moszkowski, Ian Sacks, Anthony Speranzo, Anthony Tersigni, Michael C. Feiner, Alex J. Mandl, and Jill Smith.

J. On August 16, 2021, Plaintiff served Subpoenas *Duces Tecum* and *Ad Testificandum* upon John B. Henneman, III, Joseph Flanagan, and Albert R. Zimmerli.

K. On September 15, 2021, R1 served its Responses and Objections to Plaintiff's First Set of Interrogatories and Responses and Objections to Plaintiff's First Set of Requests for Production.

L. Also on September 15, 2021, the TCP-ASC Defendants served their Responses and Objections to Plaintiff's First Set of Interrogatories.

M. Also on September 15, 2021, John B. Henneman, III, Joseph Flanagan, and Albert R. Zimmerli served their Responses and Objections to the Subpoenas *Duces Tecum* and *Ad Testificandum* served upon them.

N. On September 23, 2021, Plaintiff served a Subpoena *Duces Tecum* and *Ad Testificandum* upon Kroll, LLC (d/b/a Duff & Phelps LLC).

O. On December 16, 2021, the TCP-ASC Defendants served their Supplemental Responses and Objections to Plaintiff's First Set of Interrogatories.

P. On December 23, 2021, Plaintiff filed its Motion to Compel Defendants seeking the entry of a case scheduling order and discovery plan.

Q. On January 10, 2022, R1 announced its agreement to acquire Cloudmed, LLC via an all-stock transaction valued at \$4.1 billion (the "**Cloudmed Transaction**"). In connection with the Cloudmed Transaction, (i) R1, TCP-ASC, Ascension, and certain TowerBrook affiliates entered into an Amended and Restated Investor Rights Agreement (the "**Second Amended Investor Rights Agreement**"); and (ii) R1, the Cloudmed Stockholders, and New Mountain Partners V (AIV-D),

LP entered into an Investor Rights Agreement (the “**Cloudmed Investor Rights Agreement**”).

R. On February 2, 2022, the TCP-ASC Defendants served their Second Supplemental Responses and Objections to Plaintiff’s First Set of Interrogatories.

S. On February 9, 2022, Plaintiff filed a Motion for Leave to Supplement the Verified Stockholder Derivative and Class Action Complaint.

T. On February 14, 2022, the Court entered an order granting Plaintiff’s Motion for Leave to Supplement the Verified Stockholder Derivative and Class Action Complaint.

U. On February 16, 2022, Plaintiff, R1, and the TCP-ASC Defendants filed a Stipulated and [Proposed] Discovery Plan, which included a discovery plan and a list of custodians. The Court granted the Stipulated and [Proposed] Discovery Plan on the same date.

V. On February 22, 2022, Plaintiff filed Plaintiff’s Verified Supplement to the Verified Stockholder Derivative and Class Action Complaint, *In re R1 RCM Inc. Stockholders Litigation*, Consol. C.A. No. 2021-0318-PAF, Trans. Id. 67334504, alleging, among other things, that the Director Defendants and the TCP-ASC Defendants breached their fiduciary duties in connection with the Cloudmed Transaction and the Second Amended Investor Rights Agreement, and that the

Cloudmed Stockholder Defendants aided and abetted such breaches of fiduciary duty (the “**Supplement Complaint**”).

W. On March 25, 2022, Defendant Alex Mandl died.

X. On April 11, 2022, Plaintiff served (i) Plaintiff’s First Request for Production of Documents Directed to the Cloudmed Stockholder Defendants; (ii) Plaintiff’s First Request for Production of Documents Directed to the Director Defendants; (iii) Plaintiff’s Second Request for Production of Documents Directed to R1; (iv) Plaintiff’s Second Request for Production of Documents Directed to the TCP-ASC Defendants; (v) Plaintiff’s First Set of Interrogatories to the Cloudmed Stockholder Defendants; (vi) Plaintiff’s First Set of Interrogatories to the Director Defendants; (vii) Plaintiff’s Second Set of Interrogatories to R1; and (viii) Plaintiff’s Second Set of Interrogatories to the TCP-ASC Defendants.

Y. On May 2, 2022, Defendants (other than Alex Mandl) filed their Answers to the Supplement Complaint, and the Cloudmed Stockholder Defendants filed their Response to the Complaint.

Z. On May 4, 2022, certain Defendants filed a Suggestion of Death Upon the Record of Defendant Alex J. Mandl.

AA. On June 10, 2022, (i) the TCP-ASC Defendants served their Responses and Objections to Plaintiff’s First Request for the Production of Documents and the TCP-ASC Defendants’ Responses and Objections to Plaintiff’s First Set of

Interrogatories; (ii) R1 served its Responses and Objections to Plaintiff's Second Request for Production of Documents and its Responses and Objections to Plaintiff's Second Set of Interrogatories; (iii) Defendants David M. Dill, Joseph Flanagan, Michael C. Feiner, John B. Henneman, III, Agnes Bundy Scanlan, Jill Smith, and Albert R. Zimmerli served their Responses and Objections to Plaintiff's First Request for Production of Documents and their Responses and Objections to Plaintiff's First Set of Interrogatories; (iv) Defendants Neal Moszkowski, Ian Sacks, Anthony R. Tersigni, and Anthony Speranzo served their Responses and Objections to Plaintiff's First Request for Production of Documents and their Responses and Objections to Plaintiff's First Set of Interrogatories; and (v) the TCP-ASC Defendants served their Responses and Objections to Plaintiff's Second Set of Interrogatories and their Responses and Objections to Plaintiff's Second Request for Production of Documents.

BB. On June 16, 2022, Plaintiff served a Subpoena *Duces Tecum* and *Ad Testificandum* upon Barclays Capital Inc.

CC. On June 17, 2022, Plaintiff served Plaintiff's Third Set of Interrogatories to R1.

DD. On July 18, 2022, R1 served its Objections and Responses to Plaintiff's Third Set of Interrogatories.

EE. On July 29, 2022, the Parties filed a Stipulation and [Proposed] Order Substituting Susan A. Mandl, as Personal Representative, for Alex J. Mandl. The Court granted the Stipulation and Order Substituting Susan A. Mandl, as Personal Representative, for Alex J. Mandl on August 1, 2022.

FF. On August 8, 2022, Plaintiff served Subpoenas *Duces Tecum* and *Ad Testificandum* upon AT&T Inc., T-Mobile US, Inc., and Verizon Wireless Inc.

GG. On August 22, 2022, Susan A. Mandl, as Personal Representative for Alex J. Mandl, filed an Answer to the Supplement Complaint.

HH. On August 24, 2022, Susan A. Mandl, as Personal Representative for Alex J. Mandl, served Susan A. Mandl's, as Personal Representative for Alex J. Mandl, Responses and Objections to Plaintiff's First Request for Production of Documents and Susan A. Mandl's, as Personal Representative for Alex J. Mandl Responses and Objections to Plaintiff's First Set of Interrogatories.

II. On October 10, 2022, Plaintiff filed Plaintiff's Motion to Compel Rule 30(b)(6) Depositions and Production of Text Messages.

JJ. Also on October 10, 2022, Plaintiff served a Subpoena *Duces Tecum* and *Ad Testificandum* upon Verizon.

KK. On October 12, 2022, Plaintiff served Plaintiff's Third Request for Production of Documents Directed to the TCP-ASC Defendants and Plaintiff's Third Request for Production of Documents Directed to R1.

LL. On October 14, 2022, the TCP-ASC Defendants served their First Set of Requests for Production of Discovery Materials Directed to Plaintiff and their First Set of Interrogatories Directed to Plaintiff. On October 14, 2022, all Defendants joined in the aforementioned discovery requests.

MM. On October 27, 2022, Plaintiff served Subpoenas *Duces Tecum* and *Ad Testificandum* upon Centerview Partners LLC, J.P. Morgan Securities LLC, and Robert W. Baird & Co. Inc.

NN. On October 31, 2022, Plaintiff filed Plaintiff's Motion to Compel J.P. Morgan Securities LLC to Comply with Subpoena.

OO. On November 4, 2022, the TCP-ASC Defendants served their Supplemental Responses and Objections to Plaintiff's First Set of Interrogatories, and their Supplemental Responses and Objections to Plaintiff's Second Set of Interrogatories.

PP. On November 11, 2022, R1 served its Responses and Objections to Plaintiff's Third Request for Production of Documents.

QQ. Also on November 11, 2022, the TCP-ASC Defendants served their Responses and Objections to Plaintiff's Third Request for Production of Documents.

RR. On December 1, 2022, following briefing and oral argument, the Court granted in part and denied in part Plaintiff's Motion to Compel Rule 30(b)(6) Depositions and Production of Text Messages.

SS. On December 2, 2022, the TCP-ASC Defendants served their Supplemental Responses and Objections to Plaintiff's First Set of Interrogatories, and their Supplemental Responses and Objections to Plaintiff's Second Set of Interrogatories.

TT. On December 9, 2022, Plaintiff filed Plaintiff's Motion to Compel R1 to Supplement Interrogatory Responses and Provide Hit Reports.

UU. Also on December 9, 2022, Plaintiff filed Plaintiff's Motion to Compel Deutsche Bank Securities Inc. to Produce Documents and a Privilege Log.

VV. On December 23, 2022, R1 served its Supplemental Objections and Responses to Plaintiff's First Set of Interrogatories and its Supplemental Objections and Responses to Plaintiff's Second Set of Interrogatories.

WW. Also on December 23, 2022, Defendants David M. Dill, Joseph Flanagan, Michael C. Feiner, John B. Henneman, III, Agnes Bundy Scanlan, Jill Smith, and Albert R. Zimmerli served their Supplemental Objections and Responses to Plaintiff's First Set of Interrogatories.

XX. On January 9, 2023, Plaintiff served a Subpoena *Duces Tecum* and *Ad Testificandum* upon Richard Landgarten.

YY. On January 31, 2023, Plaintiff filed Plaintiff's Motion to Compel Production of Improperly Withheld Documents.

ZZ. On February 9, 2023, Plaintiff filed Plaintiff's Motion to Preclude Defendants' Reliance on the Advice of Counsel Defense.

AAA. On February 16, 2023, Plaintiff served a Subpoena *Duces Tecum* and *Ad Testificandum* upon Matthew Holt.

BBB. On February 17, 2023, the Cloudmed Stockholder Defendants served the Cloudmed Stockholder Defendants' Responses and Objections to Plaintiff's First Set of Interrogatories.

CCC. In connection with the foregoing discovery requests, Plaintiff received 194,554 documents totaling 963,069 pages from Defendants and third-parties, and Plaintiff produced 88 documents totaling 566 pages.

DDD. Between January 2023 and March 2023, Plaintiff deposed 19 fact witnesses, including Defendants and non-parties.

EEE. On March 18, 2023, Plaintiff filed Plaintiff's Motion to Compel Additional Rule 30(b)(6) Testimony from Ascension Health Alliance.

FFF. On March 21, 2023, the parties engaged in a mediation session overseen by David M. Murphy of Phillips ADR (the "**Mediator**"). The mediation session failed to produce a resolution of the Action.

GGG. On April 27, 2023, Plaintiff served the opening expert report of Joseph W. Thompson, and Defendants Ian Sacks, Neal Moszkowski, Anthony Tersigni, and

Anthony Speranzo and the TCP-ASC Defendants served the opening expert report of Daniel R. Fischel.

HHH. On May 10, 2023, Plaintiff filed Plaintiff's Motion to Compel Production of Investor Communications.

III. On May 26, 2023, after briefing and oral argument, the Court issued a telephonic ruling on pending discovery motions in which the Court: (i) granted in part Plaintiff's Motion to Compel Additional Rule 30(b)(6) Testimony from Ascension Health Alliance; (ii) granted Plaintiff's Motion to Compel Investor Communications; (iii) denied Plaintiff's Motion to Preclude Defendants' Reliance on the Advice of Counsel Defense; and (iv) reserved decision on Plaintiff's Motion to Compel Production of Improperly Withheld Documents.

JJJ. On May 31, 2023, Plaintiff served the rebuttal expert report of Joseph W. Thompson and Defendants Ian Sacks, Neal Moszkowski, Anthony Tersigni, and Anthony Speranzo and the TCP-ASC Defendants served the rebuttal expert report of Daniel R. Fischel.

KKK. On June 2, 2023, Plaintiff filed its Motion for Partial Judgment on the Pleadings.

LLL. On June 7, 2023, Defendants David M. Dill, Joseph Flanagan, Michael C. Feiner, John B. Henneman, III, Agnes Bundy Scanlan, Jill Smith, Albert R.

Zimmerli, and Susan A. Mandl, as Personal Representative for Alex J. Mandl, requested leave to file a motion for summary judgment.

MMM. On July 12, 2023, Defendants deposed Plaintiff's expert witness, Joseph W. Thompson.

NNN. On July 14, 2023, the Court issued a letter decision denying the request by certain Defendants for leave to file a motion for summary judgment and Plaintiff's request to seek pretrial adjudication of its motion for partial judgment on the pleadings.

OOO. After extensive arm's-length negotiations facilitated by the Mediator, and following a mediator's proposal, the Parties reached an agreement in principle on a global settlement of the Action that was memorialized in a binding term sheet executed by the Parties on August 29, 2023 (the "**Settlement Term Sheet**"). The Settlement Term Sheet set forth, among other things, the Parties' global agreement to settle and release all claims against Defendants in the Action in return for a total payment of \$45,400,000 (United States Dollars) in cash and certain amendments to the Second Amended Investor Rights Agreement and the Cloudmed Investor Rights Agreement, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

PPP. On August 30, 2023, the Parties informed the Court regarding the agreement in principle to settle the Action and agreed to suspend all upcoming deadlines in the Action.

QQQ. This Stipulation (together with the Exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients, reflects the final and binding agreement among the Parties, and supersedes the Settlement Term Sheet.

RRR. Plaintiff, through Plaintiff's Co-Lead Counsel, has conducted an investigation and pursued extensive discovery relating to the claims and the underlying events alleged in the Action. Co-Lead Counsel have analyzed the evidence adduced during the investigation and fact and expert discovery as described above and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiations among the Parties have provided Plaintiff with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiff's position and Defendants' positions in this litigation.

SSS. Based upon their investigation, prosecution, and mediation of the Action, Plaintiff and Co-Lead Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiff, the other members of the Settlement Class, and the Company, and is in each of their

best interests. Based on Plaintiff's direct oversight of the prosecution of this matter, along with the input of Co-Lead Counsel, Plaintiff has agreed to settle the claims raised in the Action upon the terms and subject to the conditions of this Stipulation, after considering: (i) the substantial benefits that Plaintiff, the other members of the Settlement Class, and the Company, will receive from the resolution of the Action; (ii) the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

TTT. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff, the Settlement Class, or the Company, and further deny that Plaintiff has asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty and believe that at all relevant times they acted properly, in good faith, and in a manner consistent with their legal duties and are entering into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of Plaintiff's claims against Defendants. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession

on the part of any of the Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

UUU. The Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith and further that the Total Settlement Amount to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arms' length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW THEREFORE, it is **STIPULATED AND AGREED**, by and among Plaintiff (individually, on behalf of the Settlement Class, and derivatively on behalf of the Company) and Defendants that, subject to the approval of the Court under Court of Chancery Rules 23 and 23.1, for good and valuable consideration set forth herein and conferred on Plaintiff, the Settlement Class, and the Company, the sufficiency of which is acknowledged, the claims asserted in the Action on behalf of Plaintiff, the Settlement Class, and the Company against Defendants shall be finally and fully settled, compromised, and dismissed with prejudice, and that the Released Class Claims and Released Derivative Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Defendants' Persons, and that the Released Defendants' Claims shall

be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Plaintiff's Persons, in the manner set forth herein.

DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and any Exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

(a) “**Additional Counsel**” means Labaton Sucharow LLP, Julie & Holleman LLP, Klausner, Kaufman, Jensen & Levinson, a Partnership of Professional Associations, and Levi & Korsinsky, LLP.

(b) “**Claims**” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties, fines, sanctions, fees, attorneys' fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including known claims and unknown claims, whether direct, individual, class, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule.

(c) “**Class Period**” means the period from August 18, 2020, through the close of trading on September 27, 2023.

(d) “**Co-Lead Counsel**” means Bernstein Litowitz Berger & Grossmann LLP and Friedman Oster & Tejtel PLLC.

(e) “**Complaints**” means the Verified Stockholder Derivative and Class Action Complaints dated April 13, 2021 and April 19, 2021, consolidated as *In re R1 RCM Inc. Stockholders Litigation*, Consol. C.A. No. 2021-0334-PAF, Trans. Id. 6650024.

(f) “**Defendants’ Counsel**” means Abrams & Bayliss LLP, Morris, Nichols, Arsht & Tunnell LLP, Ropes & Gray LLP, Potter Anderson & Corroon LLP, Wachtell, Lipton, Rosen & Katz, Winston & Strawn LLP.

(g) “**DTC**” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

(h) “**Effective Date**” means the first date by which all of the events and conditions specified in Paragraph 35 of this Stipulation have been met and have occurred or have been waived.

(i) “**Escrow Account**” means the interest-bearing escrow account maintained by Bernstein Litowitz Berger & Grossmann LLP and into which the Total Settlement Amount shall be deposited.

(j) **“Excluded Class Stockholders”** means the persons and entities that Defendants shall identify to be excluded from the Settlement Class by definition, in accordance with Paragraph 26(c) below.

(k) **“Final,”** when referring to the Judgment or any other court order, means (i) if no appeal is filed, the expiration date of the period provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from or motion for reconsideration of the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys’ fees and expenses; or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of the Judgment.

(l) “**Judgment**” means the Order and Final Judgment, substantially in the form attached hereto as **Exhibit D**, to be entered by the Court approving the Settlement.

(m) “**Litigation Expenses**” means costs and expenses incurred by Plaintiff’s Counsel in connection with commencing, prosecuting, and settling the Action, for which Plaintiff’s Counsel intend to apply to the Court for payment from the Settlement Fund.

(n) “**Notice**” means the Notice of Pendency and Proposed Settlement of Stockholder Class and Derivative Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**, which is to be mailed (or emailed) to potential Settlement Class Members.

(o) “**Notice and Administration Costs**” means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Plaintiff’s Counsel in connection with: (i) providing notice to the Settlement Class; and (ii) administering the Settlement, including the costs, fees, and expenses incurred in connection with the Escrow Account.

(p) “**Plaintiff’s Counsel**” means Co-Lead Counsel and Additional Counsel.

(q) “**Plan of Allocation**” means the proposed plan of allocation of the Net Class Settlement Fund set forth in the Notice.

(r) “**Released Claims**” means, collectively, the Released Class Claims, the Released Derivative Claims, and the Released Defendants’ Claims.

(s) “**Released Class Claims**” means any and all Claims, including Unknown Claims, that Plaintiff or any other member of the Settlement Class

- (i) asserted non-derivatively in the Complaints and/or the Supplement Complaint; or
- (ii) could have asserted non-derivatively in the Complaints or the Supplement Complaint or in any other court, tribunal, proceeding, or other forum that relate to the ownership of R1 common stock during the Class Period and are based on, arise out of, or relate to the same set of operative facts as those alleged in the Complaints or the Supplement Complaint, including claims concerning the Recapitalization, the CEO Approval Right, the Restated CEO Approval Right, the Cloudmed CEO Approval Right, the Board Size Approval Right, the Restated Board Size Approval Right, the Cloudmed Restated Board Size Approval Right, the Ownership Threshold, the Charter Amendment Approval Right, the Senior Security Approval Right, Sections 2.1(a)(i), 2.1(d), 3.1 and 6.1 of the Second Amended Investor Rights Agreement, and Sections 2.1(a)(i), 3.1 and 6.1 of the Cloudmed Investor Rights Agreement (as those terms are defined in the Complaints and the Supplement Complaint), except for (i) claims relating to the enforcement of the Settlement, and (ii) claims based on any conduct, actions, events, or occurrences taking place after the date of execution of this Stipulation, subject to Paragraph 7 of this Stipulation.

(t) **“Released Defendants’ Claims”** means any and all Claims, including Unknown Claims, that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Complaints or the Supplement Complaint, except for claims relating to the enforcement of the Settlement or that are based on conduct occurring after the Effective Date.

(u) **“Released Defendants’ Persons”** means Defendants, Defendants’ Counsel, and their past or present families, parents, subsidiaries, affiliates (including private equity sponsors), assigns, assignees, predecessors, or successors, as well as any and all of their current or former officers, directors, managing directors, executives, employees, trusts, trustees, associates, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, members of their immediate families, agents or other persons acting on their behalf, underwriters, insurers, reinsurers, attorneys, advisors, consultants, bankers, financial advisors, publicists, independent certified public accountants, auditors, accountants, successors, assigns, creditors, administrators, heirs, estates, or personal or legal representatives.

(v) **“Released Derivative Claims”** means any and all Claims, including Unknown Claims, that Plaintiff (i) asserted derivatively in the Complaints or the Supplement Complaint; or (ii) could have asserted derivatively on behalf of the Company in the Complaints or the Supplement Complaint or in any other court,

tribunal, proceeding, or other forum that are based on, arise out of, or relate to the same set of operative facts as those alleged in the Complaints or the Supplement Complaint, including claims concerning the Recapitalization, the CEO Approval Right, the Restated CEO Approval Right, the Cloudmed CEO Approval Right, the Board Size Approval Right, the Restated Board Size Approval Right, the Cloudmed Restated Board Size Approval Right, the Ownership Threshold, the Charter Amendment Approval Right, the Senior Security Approval Right, Sections 2.1(a)(i), 2.1(d), 3.1 and 6.1 of the Second Amended Investor Rights Agreement, and Sections 2.1(a)(i), 3.1 and 6.1 of the Cloudmed Investor Rights Agreement (as those terms are defined in the Complaints and the Supplement Complaint), except for (i) claims relating to the enforcement of the Settlement, and (ii) claims based on any conduct, actions, events, or occurrences taking place after the date of execution of this Stipulation, subject to Paragraph 7 of this Stipulation.

(w) “**Released Plaintiff’s Persons**” means Plaintiff, its attorneys (including Plaintiff’s Counsel), the other Class Members, and the Company, and their past or present families, parents, subsidiaries, affiliates, assigns, assignees, predecessors, or successors, as well as any and all of their current or former officers, directors, managing directors, executives, employees, trusts, trustees, associates, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, members of their immediate families, agents

or other persons acting on their behalf, underwriters, insurers, reinsurers, attorneys, advisors, consultants, bankers, financial advisors, publicists, independent certified public accountants, auditors, accountants, successors, assigns, creditors, administrators, heirs, estates, or personal or legal representatives.

(x) “**Released Persons**” means, collectively, the Released Plaintiff’s Persons and the Released Defendants’ Persons.

(y) “**Releases**” means the releases set forth in Paragraphs 4-6 of this Stipulation.

(z) “**Scheduling Order**” means the Order, substantially in the form attached hereto as **Exhibit A**, directing notice of the Settlement and scheduling Settlement-related events.

(aa) “**Settlement**” means the resolution of Action as against Defendants on the terms and subject to the conditions set forth in this Stipulation.

(bb) “**Settlement Administrator**” means the settlement administrator selected by Plaintiff to provide notice to the Settlement Class and administer the Settlement.

(cc) “**Settlement Class**” means 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, 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.

(dd) “**Settlement Class Member**” means a member of the Settlement Class.

(ee) “**Settlement Hearing**” means the hearing to be set by the Court under Delaware Court of Chancery Rules 23 and 23.1 to consider, among other things, final approval of the Settlement.

(ff) “**Summary Notice**” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class and Derivative Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit C**, to be published as set forth in the Scheduling Order.

(gg) “**Taxes**” means: (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses

and costs incurred by Plaintiff's Counsel in connection with determining the amount of, and paying, any such taxes (including expenses of tax attorneys and accountants).

(hh) **“Total Net Settlement Fund”** means, collectively, the Net Derivative Settlement Fund, as defined in Paragraph 20 of this Stipulation, and the Net Class Settlement Fund, as defined in Paragraph 21 of this Stipulation.

(ii) **“Total Settlement Amount”** means \$45,400,000 (United States Dollars) in cash, comprised of: (1) a \$39,750,000 payment by the TCP-ASC Defendants and/or their insurance carriers; (2) a \$3,600,000 payment by the Director Defendants and/or their insurance carriers; and (3) a \$2,050,000 payment by the Cloudmed Stockholder Defendants and/or their insurance carriers.

(jj) **“Total Settlement Fund”** means, collectively, the Class Settlement Fund, as defined in Paragraph 11(a) of this Stipulation, and the Derivative Settlement Fund, as defined in Paragraph 11(b) of this Stipulation.

(kk) **“Unknown Claims”** means any Claims that Plaintiff or any other Settlement Class Member or any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed

to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

The Parties acknowledge that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Class Claims, the Released Derivative Claims, and the Released Defendants' Claims, but that it is the intention of Plaintiff and Defendants to completely, fully, finally, and forever extinguish any and all Released Class Claims, Released Derivative Claims, and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

CLASS CERTIFICATION

2. Solely for the purposes of the Settlement and for no other purpose, the Parties stipulate and agree to: (a) certification of the Settlement Class as a non-opt-out class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) appointment of Plaintiff as Class Representative for the Settlement Class; and (c) appointment of Co-Lead Counsel as Class Counsel for the Settlement Class.

RELEASE OF CLAIMS

3. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of the Action; and (b) the Releases provided for under this Stipulation.

4. Pursuant to the Judgment, without further action by anyone, 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 the 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.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiff and R1 shall be deemed to have, and by operation of law and of the 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.

6. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants shall be deemed to have, and by operation of law and of the 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.

7. For the avoidance of doubt, the claims to be released by Plaintiff, all other Settlement Class Members, and R1 include (i) all claims asserting a facial

challenge to the validity or enforceability of the CEO Approval Right, the Restated CEO Approval Right, the Cloudmed CEO Approval Right, the Board Size Approval Right, the Restated Board Size Approval Right, and the Cloudmed Restated Board Size Approval Right (as those terms are defined in the Complaints) (collectively, the “**Approval Rights**”) under any provision or term of 8 *Del. C.* § 141, R1’s certificate of incorporation, or R1’s bylaws that is in effect as of the date of execution of this Stipulation, and (ii) all claims asserting an as-applied challenge to the validity or enforceability of the Approval Rights based on any conduct, actions, events or occurrences taking place on or before the date of execution of this Stipulation.

8. Notwithstanding Paragraphs 4-7 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

CASH SETTLEMENT CONSIDERATION

9. No later than twenty-five (25) business days after the date of entry of the Scheduling Order or twenty (20) business days after Plaintiff has provided Defendants with all necessary wiring/payment information for the Escrow Account, along with any other information reasonably requested to facilitate payment (including an IRS Form W-9, if requested), whichever is later, Defendants shall cause their respective shares of the \$45,400,000 Total Settlement Amount to be paid

into the Escrow Account. The Total Settlement Amount shall be funded by Defendants as follows:

(a) the TCP-ASC Defendants shall timely pay and/or cause to be paid \$39,750,000 into the Escrow Account;

(b) the Director Defendants shall timely pay and/or cause to be paid \$3,600,000 into the Escrow Account; and

(c) the Cloudmed Stockholder Defendants shall timely pay and/or cause to be paid \$2,050,000 into the Escrow Account.

10. If Defendants fail to pay or cause the full payment of the Settlement Amount in a timely manner, Plaintiff may seek an executable judgment compelling payment of the Settlement Amount or exercise its right under Paragraph 37 below to terminate the Settlement.

11. The Total Settlement Amount shall be allocated as follows:

(a) \$17,050,000 of the \$39,750,000 paid by the TCP-ASC Defendants, together with the \$3,600,000 paid by the Director Defendants and the \$2,050,000 paid by the Cloudmed Stockholder Defendants (the “**Class Settlement Amount**”), shall be treated as settling direct claims of the Settlement Class. The Class Settlement Amount, plus any and all interest earned on that amount, shall be the “**Class Settlement Fund**”; and

(b) The remaining \$22,700,000 of the \$39,750,000 paid by the TCP-ASC Defendants (the “**Derivative Settlement Amount**”) shall be treated as settling derivative claims. The Derivative Settlement Amount, plus any and all interest earned on that amount, shall be the “**Derivative Settlement Fund.**”

NON-MONETARY SETTLEMENT CONSIDERATION

12. Defendants agree to eliminate and shall take steps reasonably necessary to eliminate (1) Section 2.4(b) of the Investor Rights Agreement, dated as of June 21, 2022, by and among R1, CoyCo 1, L.P., and CoyCo 2, L.P., and New Mountain Partners V (AIV-D), LP; and (2) Section 2.4(b) of the Amended and Restated Investor Rights Agreement, dated as of June 21, 2022, by and among R1, R1 RCM Holdco Inc., and TCP-ASC ACHI Series LLLP.

QUALIFIED SETTLEMENT FUND

13. The Parties agree that the Total Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Bernstein Litowitz Berger & Grossmann LLP (“**Bernstein Litowitz**”), as administrator of the Total Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including the returns described in Treasury Regulation § 1.468B-2(k)) for the Total Settlement Fund. Bernstein Litowitz shall also be responsible for causing payment

to be made from the Total Settlement Fund of any Taxes owed. The Released Defendants' Persons shall not have any liability or responsibility for any Taxes. Upon written request, Defendants will provide to Bernstein Litowitz the statement described in Treasury Regulation § 1.468B-3(e). Bernstein Litowitz, as administrator of the Total Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

TAXES

14. All Taxes shall be paid out of the Total Settlement Fund and shall be allocated 50/50 from the Cash Settlement Fund and the Derivative Settlement Fund. All Taxes shall be timely paid, or caused to be paid, by Bernstein Litowitz and without further order of the Court. Any tax returns prepared for the Total Settlement Fund (as well as the election set forth therein) shall be consistent with the Paragraph 13 above and in all events shall reflect that all Taxes shall be paid out of the Total Settlement Fund as provided herein.

NOTICE AND ADMINISTRATION COSTS

15. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Co-Lead Counsel may pay from the Total Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. All Notice and Administration Costs shall be allocated 50/50 from the Cash Settlement Fund and the Derivative Settlement Fund. Notice and Administration Costs shall include the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the costs, fees, and expenses incurred in connection with the Escrow Account, including the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the Total Settlement Amount.

ATTORNEYS' FEES AND LITIGATION EXPENSES

16. In connection with the Settlement, Plaintiff's Counsel will apply to the Court for an award of attorneys' fees and payment of Litigation Expenses (the "Fee

and Expense Award”) to be paid solely from (and out of) the Total Settlement Fund. Plaintiff’s Counsel’s application for the Fee and Expense Award is not the subject of any agreement among the Parties other than what is set forth in this Stipulation.

17. The Fee and Expense Award shall be allocated 50/50 from the Cash Settlement Fund and the Derivative Settlement Fund. The Fee and Expense Award shall be paid to Co-Lead Counsel from the Cash Settlement Fund and the Derivative Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiff’s Counsel’s obligation to make appropriate refunds or repayments to the Cash Settlement Fund and the Derivative Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiff’s Counsel shall make the appropriate refund or repayment in full no later than twenty (20) business days after: (a) receiving from Defendants’ Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the Fee and Expense Award has become Final. Any Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. In

the event that the Court does not award attorneys' fees or expenses, or in the event the Court makes an award in an amount that is less than the amount requested by Plaintiff's Counsel or is otherwise unsatisfactory to Plaintiff's Counsel, or in the event that any such award is vacated or reduced on appeal, this Stipulation and the Settlement, including the effectiveness of the Releases and other obligations of the Parties under the Settlement, nevertheless shall remain in full force and effect. Neither Plaintiff nor Plaintiff's Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award.

18. Co-Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiff's Counsel in a manner which they, in their discretion, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Defendants' Persons shall have no responsibility for or liability whatsoever with respect to the allocation or award of the Fee and Expense Award, if any, to Plaintiff's Counsel.

INVESTMENT OF THE TOTAL SETTLEMENT FUND

19. All funds held by the escrow agent ("**Escrow Agent**") shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall

invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

DISBURSEMENTS FROM TOTAL SETTLEMENT FUND

20. No later than ten (10) business days after the Effective Date of the Settlement, Plaintiff shall cause the balance remaining in the Derivative Settlement Fund, after deducting (i) any Court-awarded attorneys' fees and Litigation Expenses paid or payable to Plaintiff's Counsel from the Derivative Settlement Fund and/or any reserve to account for any potential future fee and expense awards to Plaintiff's Counsel from the Derivative Settlement Fund; (ii) any Taxes paid or incurred by the Escrow Account allocated to the Derivative Settlement Fund; (iii) any Notice and Administration Costs paid or incurred by the Escrow Account allocated to the

Derivative Settlement Fund; and (iv) any other costs and fees approved by the Court for payment from the Derivative Settlement Fund (the “**Net Derivative Settlement Fund**”), to be disbursed from the Escrow Account to the Company.

21. The balance remaining in the Class Settlement Fund, after deducting (i) any Court-awarded attorneys’ fees and Litigation Expenses paid or payable to Plaintiff’s Counsel from the Class Settlement Fund and/or any reserve to account for any potential future fee and expense awards to Plaintiff’s Counsel from the Class Settlement Fund; (ii) any Taxes paid or incurred by the Escrow Account allocated to the Class Settlement Fund; (iii) any Notice and Administration Costs paid or incurred by the Escrow Account allocated to the Class Settlement Fund; and (iv) any other costs and fees approved by the Court for payment from the Class Settlement Fund (the “**Net Class Settlement Fund**”), shall be distributed to eligible Settlement Class Members pursuant to the proposed Plan of Allocation set forth in the Notice or such other plan of allocation approved by the Court.

22. The Settlement is not a claims-made settlement. With the exception of the payment to the Company from the Derivative Settlement Fund described in Paragraph 20 of this Stipulation, upon the occurrence of the Effective Date, Defendants, their respective insurance carriers, the other Released Defendants’ Persons, and any other person or entity who or which paid any portion of the Total Settlement Amount shall not have any right to the return of the Total Settlement

Fund or any portion thereof for any reason whatsoever, including the inability to locate Settlement Class Members or the failure of Settlement Class Members to deposit settlement funds distributed by the Settlement Administrator.

SETTLEMENT ADMINISTRATION

23. Plaintiff shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Class Settlement Fund to eligible Class Members. Defendants and the other Released Defendants' Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

24. Defendants shall cooperate with Plaintiff in providing notice of the Settlement and administering the Settlement, including providing the Class Member Records in accordance with Paragraph 25 below and the Payment Records in accordance with Paragraph 26 below.

25. For purposes of providing notice of the Settlement to potential Settlement Class Members, no later than ten (10) business days after the date of execution of this Stipulation, the Company, at no cost to the Settlement Fund, Plaintiff's Counsel, or the Settlement Administrator, shall provide to the Settlement Administrator or Bernstein Litowitz, in an electronically searchable form, such as Excel, the stockholder register from R1's transfer agent containing the names,

mailing addresses and, if available, email addresses of all record holders of R1 common stock during the Class Period (“**Record Holders**”).

26. For purposes of distributing the Net Class Settlement Fund to eligible Settlement Class Members, no later than five (5) business days prior to the date of the Settlement Hearing, the Company, at no cost to the Settlement Fund, Plaintiff’s Counsel, or the Settlement Administrator, shall provide to the Settlement Administrator or Bernstein Litowitz in an electronically searchable form, such as Excel, the following information (the “**Payment Records**”):

(a) the number of shares of R1 common stock held by each of the Record Holders holding shares of R1 common stock at the close of trading on January 9, 2022, on the date of execution of this Stipulation, and on additional other dates requested by the Settlement Administrator or Bernstein Litowitz;

(b) an allocation report, “chill” report, or such other report generated by DTC (the “**Allocation Report**”) setting forth each and every DTC participant (“**DTC Participant**”) that held R1 common stock at the close of trading on January 9, 2022, on the date of execution of this Stipulation, and on any additional other dates requested by the Settlement Administrator or Bernstein Litowitz, which shall include, for each DTC Participant, the participant’s “DTC Number”; the number of shares of R1 common stock held at the close of trading on the requested dates; and

the email address, telephone number, and/or other contact information used to communicate with the appropriate representative of each such DTC Participant; and

(c) a list containing the names of the Excluded Class Stockholders, and for each of the Excluded Stockholders the following information: (i) an indication of whether the Excluded Class Stockholder was, at the close of trading on January 9, 2022, on the date of execution of this Stipulation, and on any additional other dates requested by the Settlement Administrator or Bernstein Litowitz, either (x) a record holder of R1 common stock or (y) a beneficial holder of R1 common stock whose shares were held via a financial institution on behalf of the Excluded Class Stockholder (“**Beneficial Holder**”); (ii) the number of shares of R1 common stock owned by the Excluded Class Stockholder at the close of trading on the requested dates (“**Excluded Shares**”); and (iii) for each of the Excluded Class Stockholders that is a Beneficial Holder, the name and “DTC Number” of the financial institution where their Excluded Shares were held and the Excluded Person’s account number at such financial institution.

27. At the request of Co-Lead Counsel, the Company will use reasonable efforts to provide to the Settlement Administrator or Bernstein Litowitz such additional information as may be required to distribute the Net Class Settlement Fund to eligible Settlement Class Members and not to Excluded Class Stockholders and shall use its best efforts to obtain suppression letters from Excluded Class

Stockholders and/or Excluded Class Stockholders' brokers if requested to do so by DTC.

28. No Excluded Class Stockholder shall have any right to receive any part of the Class Settlement Fund for his, her, or its own account(s) (i.e., accounts in which he, she, or it holds a proprietary interest, but not including accounts managed on behalf of others), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including contract, application of statutory or judicial law, or equity.

29. The Net Class Settlement Fund shall be distributed to eligible Settlement Class Members in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Plaintiff's Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in the Action. Defendants and the other Released Defendants' Persons shall not object in any way to the Plan of

Allocation or any other plan of allocation in the Action and shall not have any involvement with the application of the Court-approved plan of allocation.

30. The Net Class Settlement Fund shall be distributed to eligible Settlement Class Members only after the Effective Date of the Settlement and after: (i) the Notice and Administration Costs, Taxes, and Fee and Expense Award allocated to the Class Settlement Fund have been paid from the Class Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the Net Class Settlement Fund (the “**Class Distribution Order**”). At such time that Co-Lead Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Class Settlement Fund to the Settlement Class, Co-Lead Counsel will apply to the Court, on notice to Defendants’ Counsel, for the Class Distribution Order.

31. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Settlement Class Members. Plaintiff, Defendants, and the other Released Defendants’ Persons and their respective counsel shall have no liability whatsoever for the investment or distribution of the Total Settlement Fund or the Total Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Class Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding Class Shares, the payment or

withholding of Taxes (and any interest and penalties relating thereto) owed by the Settlement Fund, or any losses incurred in connection therewith.

32. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

**SUBMISSION OF THE SETTLEMENT
TO THE COURT FOR APPROVAL**

33. As soon as practicable after execution of this Stipulation, Plaintiff shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**, providing for, among other things: (a) the dissemination by mail (or email) of the Notice; (b) the publication of the Summary Notice; and (c) the scheduling of the Settlement Hearing to consider: (1) final approval of the proposed Settlement, (2) the request that the Judgment, substantially in the form attached hereto as **Exhibit D**, be entered by the Court, (3) Plaintiff's Counsel's application for an award of attorneys' fees and Litigation Expenses and approval of the proposed Plan of Allocation, and (4) any objections to any of the foregoing. The Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order. The date and time of the Settlement Hearing set by the Court in Scheduling Order may be changed by the Court without further written notice to the Settlement Class.

34. The Parties shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment, substantially in the form attached hereto as **Exhibit D**. The Parties shall take all reasonable and appropriate steps to obtain entry of the Judgment.

CONDITIONS OF SETTLEMENT

35. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver in writing by the Parties of all of the following conditions, which the Parties shall use their respective best efforts to achieve:

(a) the full amount of the \$45,400,000 Total Settlement Amount has been paid into the Escrow Account accordance with Paragraph 9 above;

(b) the Court has entered the Scheduling Order, substantially in the form attached hereto as **Exhibit A**;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to paragraph 37 of this Stipulation;

(d) Plaintiff has not exercised its option to terminate the Settlement pursuant to paragraph 37 of this Stipulation;

(e) the Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, and entered the Judgment, substantially in the form attached hereto as **Exhibit D**; and

(f) the Judgment has become Final.

36. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants or their respective insurance carriers in or to the Total Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

37. Plaintiff and Defendants (provided Defendants unanimously agree amongst themselves) shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“**Termination Notice**”) to the other Parties within thirty (30) calendar days of: (a) the Court’s final refusal to enter the Scheduling Order in any material respect and such final refusal decision having become Final; (b) the Court’s final refusal to approve the Settlement or any material part thereof and such final refusal decision has become Final; (c) the Court’s final refusal to enter the Judgment in any material respect as to the Settlement and such final refusal decision having become Final; or (d) the date upon which an order modifying or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, Plaintiff shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of its election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 9 above. However, any

decision or proceeding, whether in this Court or any appellate court, with respect to an application by Plaintiff's Counsel for attorneys' fees and Litigation Expenses, or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

38. If (i) Plaintiff exercises its right to terminate the Settlement as provided in this Stipulation; or (ii) Defendants exercise their right to terminate the Settlement as provided in this Stipulation, then:

(a) The Settlement shall be canceled and terminated;

(b) 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;

(c) The terms and provisions of this Stipulation, with the exception of this Paragraph 38 and Paragraphs 15, 17, 39, and 61 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within twenty (20) business days after joint written notification of termination is sent by Defendants' Counsel and Co-Lead Counsel to the Escrow

Agent, the Total Settlement Fund (after giving effect to any change in value as a result of the investment of the Settlement Fund and including any funds received by Plaintiff's Counsel consistent with Paragraph 17 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Total Settlement Amount, with the refund allocated according to the respective contributions to the Total Settlement Amount (according to instructions to be provided by Defendants to Co-Lead Counsel). In the event that the funds received by Plaintiff's Counsel consistent with Paragraph 17 above have not been refunded to the Settlement Fund within the twenty (20) business days specified in this Paragraph, those funds shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Total Settlement Amount, with the refund allocated according to the respective contributions to the Total Settlement Amount (according to instructions to be provided by Defendants to Co-Lead Counsel) immediately upon their deposit into the Escrow Account consistent with Paragraph 17 above.

NO ADMISSION OF WRONGDOING

39. None of this Stipulation (whether or not consummated), including the Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the

execution of this Stipulation, or any proceedings pursuant to or in connection with this 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 the truth of any fact alleged by Plaintiff 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 arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(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 arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement.

MISCELLANEOUS PROVISIONS

40. All of the Exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of this Stipulation shall prevail.

41. Each of the Defendants warrants that, as to the payments made or to be made on behalf of him, her, or it, at the time of entering into this Stipulation and at the time of such payment he, she, or it, or to the best of his, her, or its knowledge

any persons or entities contributing to the payment of the Total Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

42. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Total Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Total Settlement Fund by others, then, at the election of Plaintiff, Plaintiff and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Persons pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and Plaintiff and Defendants shall be restored to their respective positions in the litigation as provided in Paragraph 38 above and any cash amounts in the Total Settlement Fund (less any Taxes paid, due, or owing with respect to the Total Settlement Fund) shall be returned as provided in Paragraph 38 above.

43. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff

and any other Settlement Class Members against Defendants with respect to the Released Class Claims and Released Derivative Claims. Accordingly, Plaintiff and its counsel and Defendants and their counsel agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

44. While retaining their right to deny that the Claims asserted in the Action were meritorious, Defendants and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiff and its counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution

of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

45. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of each of the Parties (or their successors-in-interest).

46. The headings herein are used for the purpose of convenience only and are not meant to have legal effect. The use of the word “including” herein shall mean “including without limitation.”

47. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

48. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

49. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys’ fees and Litigation Expenses to Plaintiff’s Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Class Settlement Fund to eligible Settlement Class Members.

50. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of such breach by any other Party or a waiver by the waiving Party of any other prior or subsequent breach of this Stipulation.

51. This Stipulation and its Exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its Exhibits. Each Party acknowledges that no other agreements, representations, warranties, or inducements have been made by or on behalf of any Party concerning this Stipulation or its Exhibits other than those contained and memorialized in such documents.

52. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, DocuSign, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

53. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and the Released Persons, and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendants' Persons and the Released Plaintiff's Persons are intended

beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

54. The construction, interpretation, operation, effect and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

55. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court to the extent the Court has jurisdiction over the claims and parties to such action or proceedings.

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

57. All counsel and all other persons executing this Stipulation and any of the Exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms.

58. Co-Lead Counsel and Defendants' Counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (including using their respective best efforts to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

59. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiff or Co-Lead Counsel: Bernstein Litowitz Berger & Grossmann LLP
Attn: Jeroen van Kwawegen, Esq.
1251 Avenue of the Americas
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(212) 554-1400
jeroen@blbglaw.com

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Bedford Hills, NY 10507
(888) 529-1108
jfriedman@fotpllc.com

If to R1: Winston & Strawn LLP
Attn: James P. Smith, Esq.
Metlife Building
200 Park Avenue
New York, NY 10166
(212) 294-6700

If to the Director Defendants: Winston & Strawn LLP
Attn: James P. Smith, Esq.
Metlife Building
200 Park Avenue
New York, NY 10166
(212) 294-6700

Wachtell, Lipton, Rosen & Katz
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(212) 403-1000
areddy@wlrk.com

If to the TCP-ASC Defendants: Wachtell, Lipton, Rosen & Katz
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If to the Cloudmed Defendants: Ropes & Gray LLP
Attn: David B. Hennes
1211 Avenue of the Americas
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(212) 596-9000
david.hennes@ropesgray.com

60. Except as otherwise provided herein, each Party shall bear its own costs.

61. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement.

62. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given

by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of September 27, 2023.

[Signatures Beginning on Next Page]

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*Counsel for CoyCo 1, L.P. and
CoyCo 2, L.P.*

CERTIFICATE OF SERVICE

I, Gregory V. Varallo, do hereby certify that, on September 29, 2023, the foregoing **Stipulation and Agreement of Settlement, Compromise, and Release** was filed and served via File & Serve*Xpress* upon the following counsel of record:

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