

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: OMEGA HEALTHCARE
INVESTORS, INC. SECURITIES
LITIGATION

Case No.: 1:17-cv-08983-NRB

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (“Stipulation”) is made and entered into pursuant to Rule 23 of the Federal Rules of Civil Procedure in the above-titled litigation between (i) lead plaintiff Royce Setzer and named plaintiff Earl Holtzman (together, “Plaintiffs”) on behalf of themselves and the Settlement Class (defined below); and (ii) defendants Omega Healthcare Investors, Inc. (“Omega”), C. Taylor Pickett, Robert O. Stephenson, and Daniel J. Booth (Pickett, Stephenson and Booth collectively, the “Individual Defendants”; the Individual Defendants collectively with Omega, the “Defendants,” and Defendants collectively with Plaintiffs, the “Parties”).

WHEREAS:

A. All words or terms used herein that are capitalized shall have the meaning ascribed to those words or terms set forth herein and in the section entitled “Definitions.”

B. On November 16, 2017, Dror Gronich filed a class action complaint for violations of the federal securities laws on behalf of a class of all Persons who purchased or otherwise acquired the securities of Omega between February 8, 2017, and October 31, 2017, in the United States District Court for the Southern District of New York (“Court”) (Dkt. No. 1), captioned *Gronich v. Omega Healthcare Investors, Inc., et al.*, 1:17-cv-08983 (“*Gronich*”). On November 17, 2017, Steve Klein filed a substantially similar, related class action complaint for violations of the federal securities laws, captioned *Klein v. Omega Healthcare Investors, Inc., et al.*, 1:17-cv-09024 (“*Klein*”).

C. On March 27, 2018, pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §78u-4(a)(3), *et seq.*, the Court consolidated the *Gronich* and *Klein* cases under the caption *In Re Omega Healthcare Investors, Inc. Securities Litigation*, 1:17-cv-08983 and granted the motion of Royce Setzer, appointing him as lead plaintiff and The Rosen Law Firm,

P.A. (“Lead Counsel”) as lead counsel for the putative class. (Dkt. No. 44).

D. On May 25, 2018, Plaintiffs filed the consolidated amended class action complaint for violations of the federal securities laws (“Consolidated Complaint”) (Dkt. No. 46), alleging violations of §§ 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. §§78j(b) and 78t(a) on behalf of a class of all Persons who purchased or otherwise acquired the securities of Omega between May 3, 2017, and October 31, 2017, both dates inclusive.

E. Defendants timely moved to dismiss the Consolidated Complaint. (Dkt. Nos. 51-54). After full briefing and a hearing, on March 25, 2019, the Court granted Defendants’ motion to dismiss, with prejudice. (Dkt. No.62). On March 27, 2019, the Court entered judgment against Plaintiffs (Dkt. No. 63). On April 22, 2019, Plaintiffs timely filed their notice of appeal to the United States Court of Appeals for the Second Circuit (“Second Circuit”) (Dkt. No. 64).

F. On March 26, 2020, while the appeal of the judgment was pending in the Second Circuit, Plaintiffs filed a motion for relief from the judgment, seeking permission to file a second amended consolidated complaint. (Dkt. Nos. 65-67). After the Parties had fully briefed Plaintiffs’ motion for relief from the judgment but before the Court ruled on it, the Second Circuit, by opinion and order dated August 3, 2020, reversed the judgment of the Court dismissing the Consolidated Complaint and remanded the case for further proceedings. (Dkt. No. 74).¹ The Parties thereafter stipulated, and the Court ordered, that Plaintiffs file a second amended consolidated complaint. (Dkt. No. 77).²

G. On August 28, 2020, Plaintiffs filed the Second Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws (“Complaint”) (Dkt. No. 80),

¹ The Second Circuit returned the mandate to the Court on August 26, 2020. (Dkt. No. 78).

² The Court denied as moot Plaintiffs’ motion for relief from the judgment. (Dkt. No. 79).

alleging, among other things, claims against Defendants relating to statements in February 2017 and expanding the class period to begin on February 8, 2017. On November 24, 2020, Defendants timely filed their motion to dismiss the Complaint. (Dkt. Nos. 88-90).

H. While Defendants' motion to dismiss the Complaint was pending, the parties agreed to conduct a mediation before neutral mediator David Murphy of Phillips ADR. After submitting and exchanging mediation statements, the parties attended an all-day mediation session with Mr. Murphy on January 13, 2021. The mediation did not result in an agreement, but the Parties remained in contact with Mr. Murphy periodically, conducting informal and formal negotiations over the next 19 months as further set forth below.

I. On August 30, 2021, the Court convened oral argument on Defendants' motion to dismiss the Complaint. On September 28, 2021, the Court granted in part and denied in part Defendants' motion to dismiss the Complaint. (Dkt. No. 99). The Court granted Defendants' motion with respect to claims based on statements in February 2017, which had the effect of truncating the class period to begin on May 3, 2017, but denied Defendants' motion in all other respects. *Id.*

J. On November 9, 2021, Defendants answered the Complaint. (Dkt. No. 106).

K. On December 16, 2021, the Court convened a Fed. R. Civ. P. 16 conference and entered a Civil Case Management Plan and Scheduling Order, setting January 13, 2023, as the fact discovery deadline. (Dkt. No. 116).

L. Throughout 2022, the Parties engaged in discovery and class certification proceedings. After negotiations over a protective order and a protocol for producing electronically stored information, Plaintiffs obtained extensive document production from Defendants and also obtained documents produced by non-parties in response to subpoenas. The Parties also began

deposition discovery, with depositions of Plaintiffs, two putative expert witnesses and a fact witness.

M. On March 16, 2022, Plaintiffs filed their motion to certify the Class. (Dkt. Nos. 129-131). After conducting class-related discovery, including the review of expert reports and expert depositions, Defendants filed their opposition to Plaintiffs' motion to certify the Class on August 13, 2022. (Dkt. Nos. 141-42). On September 15, 2022, Plaintiffs filed their reply brief in further support of their motion to certify the Class. (Dkt. Nos. 147-48).

N. In the late summer of 2022, following substantial discovery, the parties agreed to conduct a second mediation before Mr. Murphy. On September 20, 2022, the Parties submitted updated mediation statements, and on September 30, 2022 conducted an all-day mediation session concerning a potential settlement of all claims for the Settlement Class Period (defined below). No agreement was reached at the mediation, but the Parties remained in contact with Mr. Murphy and conducted further settlement discussions through the mediator. After the Parties exchanged offers without agreement, Mr. Murphy issued a mediator's recommendation on October 21, 2022. All Parties accepted that recommendation on October 24, 2022, thus agreeing in principle to settlement of this Action, subject to negotiation of a definitive agreement and Court approval pursuant to Rule 23.

O. On October 25, 2022, by letter from Lead Counsel, the Parties informed the Court of the settlement-in-principle. The Court thereafter issued an order suspending the deadlines under the Scheduling Order, and also issued an order denying as moot Plaintiffs' motion to certify a class, without prejudice to their right to refile the motion in the event the settlement is not finalized.

P. Plaintiffs, through Lead Counsel, have thoroughly investigated the claims, defenses, and underlying events that are the subject of the Action, engaging in targeted, thorough

discovery on the issues in the case.

Q. Defendants have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. securities laws. Among other things, Defendants deny the allegations that they knowingly or recklessly made any material misstatement in, or omission from, their 2017 disclosures or that any member of the Class has suffered damages. Defendants have maintained and continue to maintain that each and every one of the Complaint's claims and/or potential claims lacks merit and that Defendants have meritorious defenses to all claims alleged in the Complaint.

R. This Stipulation, whether or not consummated, and any proceedings relating to any settlement, or any of the terms of any settlement, whether or not consummated, shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Defendants, or any of them, concerning any fact or matter alleged in the Action, any claim of fault or liability or wrongdoing or damage whatsoever, or any infirmity in any claim or defense that has been or could have been asserted by Defendants. Defendants are entering into this Settlement solely to eliminate the burden, expense, uncertainty, and distraction of further litigation.

S. Plaintiffs believe that the claims they assert in the Action have merit and are supported by the evidence developed to date. Plaintiffs and Lead Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to adjudicate the Action through trial and appeals. Plaintiffs and Lead Counsel have also accounted for the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation. Lead Counsel also are mindful of the inherent problems of proof and possible defenses to the claims asserted in the Action. Based on their evaluation, Plaintiffs and Lead Counsel believe that the Settlement set forth in this

Stipulation is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

NOW THEREFORE, without any concession by Plaintiffs that the Action lacks merit, and without any concession by Defendants of any liability or wrongdoing or lack of merit in their defenses, it is hereby **STIPULATED AND AGREED**, by and among the Parties to this Stipulation, through their respective attorneys, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties hereto, all Released Claims and all Released Defendants' Claims, as against all Released Parties, shall be fully, finally, and forever compromised, settled, released, discharged, and dismissed with prejudice, and without costs, upon and subject to the following terms and conditions:

DEFINITIONS

As used in this Stipulation, any exhibits attached hereto and incorporated herein by reference, and the Confidential Supplemental Agreement, the following capitalized terms shall have the meanings set forth below. In the event of any inconsistency between any definition set forth below and any definition in any other document related to the Settlement, the definition set forth below shall control.

1. "Action" means the putative class action captioned *In re Omega Healthcare Investors, Inc. Securities Litigation*, No. 1:17-cv-08983-NRB, filed in the United States District Court for the Southern District of New York and pending before the Honorable Naomi Reice Buchwald.

2. "Authorized Claimant" means a Settlement Class Member who submits a Claim Form to the Claims Administrator that is found to be timely and valid under the terms of this Stipulation and the Preliminary Approval Order.

3. "Claims" means any and all claims, demands, rights, actions, potential actions,

causes of action, liabilities, duties, damages, losses, diminutions in value, obligations, agreements, suits, fees, attorneys' fees, expert or consulting fees, debts, expenses, costs, sanctions, judgments, decrees, matters, issues and/or controversies of any kind or nature whatsoever, whether known or Unknown, contingent or absolute, liquidated or not liquidated, accrued or unaccrued, suspected or unsuspected, disclosed or undisclosed, apparent or not apparent, foreseen or unforeseen, matured or not matured, which now exist, or heretofore or previously existed, or may hereafter exist (including, but not limited to, any claims arising under federal, state or foreign law, common law, bankruptcy law, statute, rule, or regulation relating to alleged fraud, breach of any duty, negligence, fraudulent conveyance, avoidance, violations of the Securities Act of 1933, as amended and rules promulgated thereunder, violations of the Securities Exchange Act of 1934, as amended and rules promulgated thereunder, violations of other federal securities laws, or otherwise), whether individual, class, direct, derivative, representative, on behalf of others, legal, equitable, regulatory, governmental or of any other type or in any other capacity.

4. "Claims Administrator" means the firm Strategic Claims Services, which will provide all Court-approved notices to Settlement Class Members, process Proofs of Claim, and generally administer the Settlement.

5. "Confidential Supplemental Agreement" means the separate confidential Supplemental Agreement Regarding Requests for Exclusion between Lead Counsel and Defendants' Counsel, entered into contemporaneously herewith.

6. "Court" means the United States District Court for the Southern District of New York.

7. "Defendant Releasers" means Defendants, and the heirs, representatives, attorneys, affiliates, executors, trustees, administrators, predecessors, successors, and assigns of each of

them, in their capacity as such, and any other Person legally entitled to bring Released Defendants' Claims on behalf of any Defendant, in that capacity.

8. "Defendants' Counsel" means the law firm of Bryan Cave Leighton Paisner LLP.

9. "Distribution Order" means an order of the Court, approving the Claims Administrator's determinations concerning the acceptance and rejection of the claims submitted and approving any fees and expenses not previously paid, including the fees and expenses of the Claims Administrator, and, if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

10. "Effective Date" means the date upon which the Settlement shall have become effective, as set forth in ¶ 80 below.

11. "Escrow Account" means an interest-bearing escrow account, managed and controlled by the Escrow Agent, into which the Settlement Amount shall be deposited pursuant to the terms of this Stipulation, subject to the Court's supervisory authority.

12. "Escrow Agent" means The Huntington National Bank. The Escrow Agent shall perform the duties as set forth in this Stipulation and any order of the Court.

13. "Fee and Expense Application" means Lead Counsel's application for an award of attorneys' fees and payment of litigation expenses incurred in prosecuting the case, including any expenses pursuant to 15 U.S.C. § 78u-4.

14. "Final," with respect to a court order, including, but not limited to the Judgment, means: (i) if there is an appeal from such court order, the later of (a) the date of final affirmance on appeal and the expiration of the time for any further judicial review whether by appeal, reconsideration or a petition for a writ of certiorari and, if certiorari is granted, the date of final affirmance of the order following review pursuant to the grant; or (b) the date of final dismissal of

any appeal from the order or the final dismissal of any proceeding on certiorari to review the order; or (ii) the expiration of the time for the filing or noticing of any appeal or petition for certiorari from the order (or, if the date for taking an appeal or seeking review of the order shall be extended beyond this time by order of the issuing court, by operation of law or otherwise, or if such extension is requested, the date of expiration of any extension if any appeal or review is not sought), without any such filing or noticing being made. Any appeal or proceeding seeking subsequent judicial review pertaining solely to the Plan of Allocation of the Net Settlement Fund or to any request for an award of attorneys' fees or expenses, however, shall not in any way delay or affect the time set forth below for the Judgment to become Final or otherwise preclude the Judgment from becoming Final. The finality of the Judgment shall not be conditioned upon the resolution of the claims asserted in any other private civil action, including, but not limited to, any other putative class action.

15. "Immediate Family" means children, parents, spouses, siblings, grandparents, grandchildren, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law, all of which include step and adoptive relationships. As used in this paragraph, "spouse" shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

16. "Judgment" means the proposed Order and Final Judgment to be entered by the Court upon approval of the Settlement, substantially in the form attached hereto as Exhibit B.

17. "Long Notice" means the proposed Notice of Pendency and Proposed Settlement of Class Action, to be sent to Settlement Class Members substantially in the form attached hereto as Exhibit A-1.

18. "Net Settlement Fund" means the Settlement Fund less: (i) Court-awarded

attorneys' fees and expenses; (ii) Notice and Administration Expenses; (iii) Taxes; and (iv) any other fees or expenses the Court approves.

19. "Notice" means collectively, subject to the Court's approval, (i) the Long Notice, attached hereto as Exhibit A-1; (ii) the Summary Notice, attached hereto as Exhibit A-2; and (iii) the Postcard Notice, attached hereto as Exhibit A-3.

20. "Notice and Administration Expenses" means all costs, fees, and expenses incurred by the Claims Administrator in connection with providing Notice to the Settlement Class and the administration of the Settlement, including but not limited to: (i) receiving and reviewing claims; (ii) applying the Plan of Allocation; (iii) communicating with Persons regarding the proposed Settlement and claims administration process; (iv) distributing the proceeds of the Settlement; and (v) fees related to the Escrow Account and investment of the Settlement Fund.

21. "Person(s)" means any legal person, entity, or organization.

22. "Plaintiff Releasors" means Plaintiffs and each and every other Settlement Class Member (whether or not such Settlement Class Member receives the Notice, executes and delivers a valid Proof of Claim, or receives proceeds from the Settlement Fund), and each of the respective heirs, representatives, attorneys, affiliates, executors, trustees, administrators, predecessors, successors, and assigns of each of them, in their capacity as such, and any other Person legally entitled to bring Released Claims on behalf of any Plaintiff or other Settlement Class Member, in that capacity.

23. "Plan of Allocation" means the proposed Plan of Allocation of Net Settlement Fund, which, subject to the approval of the Court, shall be substantially in the form described in the Long Notice.

24. "Postcard Notice" means the proposed Postcard Notice of Proposed Settlement of

Class Action, to be mailed substantially in the form attached hereto as Exhibit A-3.

25. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, which, subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit A.

26. “Proof of Claim” or “Claim Form” means the Proof of Claim and Release Form for submitting a claim, which, subject to approval of the Court, shall be substantially in the form attached as Exhibit A-4.

27. “Released Claims” means any and all Claims, including Unknown Claims, that have been, or could have been, or in the future can or might be asserted against any one or more of the Released Defendant Parties, that directly or indirectly arise out of, are based upon, or relate in any way to (a) any allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to in this Action, or which could have been alleged in this Action, or (b) the purchase, acquisition, holding, sale, or disposition of any Omega security purchased or otherwise acquired during the Settlement Class Period. For the avoidance of doubt, Released Claims excludes any currently pending derivative claim filed purportedly on behalf of Omega and involving the allegations related to this Action.

28. “Released Defendant Parties” means (i) Omega, its past, present and future, direct or indirect, parent entities, associates, affiliates, and subsidiaries, each and all of their respective past, present, and future directors, officers, partners, stockholders, predecessors, successors and employees, and in their capacity as such, each and all of their underwriters, advisors, attorneys (including Defendants’ Counsel), auditors, consultants, trustees, insurers, co-insurers, reinsurers, representatives, and assigns; (ii) the Individual Defendants and their respective present, past and

future members of their Immediate Families; (iii) any and all persons, firms, trusts, corporations, and other entities in which any of the Defendants or any past, present, and future director or officer of Omega has a financial interest or was a sponsor, founder, settler or creator of the entity, and, in their capacity as such, any and all officers, directors, employees, trustees, beneficiaries, settlers, creators, attorneys, consultants, agents, or representatives of any such person, firm, trust, corporation or other entity; and (iv) in their capacity as such, the legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

29. “Released Defendants’ Claims” means any and all Claims, including Unknown Claims, that Defendants could have asserted against any of the Released Plaintiff Parties that arise out of or relate in any way to the institution, prosecution, or settlement of the Claims in the Action, except for Claims relating to the enforcement of the Settlement.

30. “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties.

31. “Released Plaintiff Parties” means Plaintiffs and each and every Settlement Class Member, Lead Counsel, and each of their respective past or present parents, subsidiaries, divisions, departments, affiliates, controlling shareholders, officers, directors, partners, employees, contractors, auditors, agents, attorneys, accountants, advisors, principals, predecessors, successors, assigns, insurers, trustees, general or limited partners or partnerships, and limited liability companies; and the Immediate Families, representatives, and heirs of any Released Plaintiff Party who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members. Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Settlement Class.

32. “Releases” means the terms, agreements, covenants, injunctions, and releases set forth in ¶¶ 45, 46, and 47 of this Stipulation, and in the Judgment.

33. “Settlement” means the resolution of the Action in accordance with the terms and provisions of this Stipulation, including any subsequent written amendments to the Stipulation and/or to its exhibits.

34. “Settlement Amount” means the total principal amount of thirty million seven hundred fifty thousand U.S. dollars (\$30,750,000), in cash.

35. “Settlement Class” means all Persons that purchased or otherwise acquired Omega securities during the Settlement Class Period. Excluded from the Settlement Class are: (a) Defendants, Omega’s officers and directors and their Immediate Families, and entities in which such excluded persons hold a majority ownership interest; (b) those Persons who file a valid and timely request for exclusion in accordance with the Preliminary Approval Order, provided that such request for exclusion is not revoked; and (c) those Persons who have a net profit in purchases and sales of Omega securities during the Settlement Class Period or otherwise suffered no financial losses as a result of their purchase(s) or acquisition(s) of Omega securities.

36. “Settlement Class Member” means any Person who is a member of the Settlement Class.

37. “Settlement Class Period” means each day between February 8, 2017, and October 31, 2017, inclusive.

38. “Settlement Fund” means the Settlement Amount and any interest earned thereon.

39. “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved.

40. “Summary Notice” means the proposed Summary Notice of Pendency and

Proposed Class Action Settlement, to be published substantially in the form attached hereto as Exhibit A-2.

41. “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties, and the reasonable expenses of tax attorneys and accountants).

42. “Unknown Claims” means any and all Released Claims that any of the Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its settlement with and release of the Released Parties or might have affected his, her, or its decision to enter into the Settlement, to not object to the Settlement or to not exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code § 1542 (to the extent applicable) and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to California Civil Code § 1542, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor or released party.

Plaintiffs, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants' Claims, but the Parties shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Defendants and Plaintiffs acknowledge, and every member of the Settlement Class by law and operation of the Judgment shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

SCOPE OF SETTLEMENT

43. The obligations incurred pursuant to this Stipulation are: (a) subject to approval by the Court and the Judgment reflecting such approval becoming Final; and (b) in full and final disposition of the Action with respect to the Released Parties and any and all Released Claims and Released Defendants' Claims.

44. For purposes of this Settlement only, and subject to approval of the Court in accordance with Fed. R. Civ. P. 23(e), the Parties agree to: (a) certification of the Action as a class action, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf of the Settlement Class; (b) the appointment of Plaintiffs as Class Representatives for the Settlement Class; and (c) the appointment of Lead Counsel as Class Counsel for the Settlement Class pursuant to Federal Rule

of Civil Procedure 23(g).

RELEASES

45. Upon the Effective Date, Plaintiff Releasors shall be deemed to have, and by operation of the Judgment shall have (i) fully, finally, and forever waived, released, relinquished, settled, and discharged each and every one of the Released Claims against each and every one of the Released Defendant Parties; and (ii) covenanted not to sue any of the Released Defendant Parties with respect to all such Released Claims.

46. Upon the Effective Date, Plaintiff Releasors shall forever be barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding asserting any Released Claim against any of the Released Defendant Parties in any federal, state, or foreign court or tribunal, arbitral forum, administrative forum, or any other forum or proceeding of any kind, either directly, indirectly, representatively, derivatively, or in any other capacity.

47. Upon the Effective Date, Defendant Releasors shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from the assertion, institution, maintenance, prosecution, or enforcement in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, administrative forum or other forum of any kind, of any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

THE SETTLEMENT CONSIDERATION

48. In full settlement of the claims asserted in the Action against Defendants and in consideration of the Releases, all of which the Parties agree are good and valuable consideration, Defendants shall pay or cause the Settlement Amount to be deposited into the Escrow Account

within twenty (20) days of the later of (i) entry of the Preliminary Approval Order; or (ii) Lead Counsel's providing Defendants' Counsel wiring instructions and mailing instructions (for delivery of any check payments) for the Settlement Amount, the payee's Form W-9, and any other documents reasonably required by Defendants or their insurance carriers to process the deposit of the Settlement Amount into the Escrow Account.

49. With the sole exception of Defendants' obligation to cause the deposit of the Settlement Amount into the Escrow Account as provided for herein, the Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

50. Other than Defendants' obligation to cause the deposit of the Settlement Amount as provided for herein, the Released Defendant Parties shall have no obligation to make any other payments into the Escrow Account, to the Escrow Agent, to Plaintiffs, to Lead Counsel, or to any other Settlement Class Member pursuant to this Stipulation.

USE AND TAX TREATMENT OF SETTLEMENT FUND

51. The Settlement Fund shall be used to pay: (i) any Taxes; (ii) Notice and Administration Expenses; (iii) any attorneys' fees and expenses awarded by the Court; (iv) any costs and expenses allowed under 15 U.S.C. § 78u-4 and awarded to Plaintiffs by the Court; (v)

any other fees and expenses the Court awards; and (vi) the claims of Authorized Claimants.

52. The Net Settlement Fund shall be distributed to Authorized Claimants. The Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held in the Escrow Account, and all earnings thereon, 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 have been disbursed or returned, pursuant to the terms of this Stipulation, and/or further order of the Court. The Escrow Agent shall invest funds in the Escrow Account in instruments backed by the full faith and credit of the United States Government (or a mutual fund invested solely in such instruments), or deposit some or all of the funds in non-interest-bearing transaction account(s) that are fully insured by the Federal Deposit Insurance Corporation (“FDIC”) in amounts that are up to the limit of FDIC insurance. Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

53. After the Settlement Amount has been deposited into the Escrow Account, the Parties agree that the Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, Lead Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Lead Counsel timely and properly to prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter take all such actions as may be necessary or appropriate to cause the appropriate filing(s) to occur. Consistent with the foregoing:

a. For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” shall be Lead Counsel or its successors, who shall timely and properly file, or cause to be filed, all federal, state, or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as well as the election described above) shall be consistent with this subparagraph and in all events shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income earned on the funds deposited in the Escrow Account shall be paid out of such funds as provided in subparagraphs (b) and (c) of this paragraph.

b. All Taxes shall be paid out of the Settlement Fund. In all events, Released Defendant Parties shall have no liability or responsibility whatsoever for the Taxes or the filing of any tax return or other document with the Internal Revenue Service or any other state or local taxing authority. In the event any Taxes are owed by any of the Defendants on any earnings on the funds on deposit in the Escrow Account, such amounts shall also be paid out of the Settlement Fund. Any Taxes or Tax expenses owed on any earnings on the Settlement Amount prior to being deposited into the Escrow Account shall be the sole responsibility of the entities that make the deposit.

c. Taxes shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by Lead Counsel out of the Settlement Fund without prior order from the Court or approval by Defendants, and Lead Counsel shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts (as

well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Parties agree to cooperate with Lead Counsel, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

54. This is not a claims-made settlement. As of the Effective Date, Defendants and/or any other Person funding the Settlement on their behalf, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason.

ATTORNEYS' FEES AND EXPENSES

55. On Lead Counsel's behalf, Plaintiffs intend to apply to the Court for an award from the Settlement Fund of attorneys' fees and payment of litigation expenses incurred in prosecuting the Action, including reimbursement to Plaintiffs pursuant to 15 U.S.C. § 78u-4, plus any earnings on such amounts at the same rate and for the same periods as earned by the Settlement Fund. Plaintiffs will further seek compensatory awards of up to \$20,000 for each Plaintiff as compensation for his time and effort in representing the Class. The Released Defendant Parties or persons acting under their control shall take no position with respect to Plaintiffs' Fee and Expense Application, or any other request for award of attorneys' fees, reimbursement of expenses, or awards to Plaintiffs.

56. The attorneys' fees and expenses the Court awards and the timing for the payment of fees and expenses is within the sole discretion of the Court. Any attorneys' fees and expenses the Court awards shall be paid from the Settlement Fund to Lead Counsel immediately after entry of the order awarding such attorneys' fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the Fee and Expense Application, the Settlement, or any part thereof.

57. Any payment of attorneys' fees and expenses shall be subject to Lead Counsel's

obligation to refund or repay to the Settlement Fund any paid amounts, plus accrued earnings 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 fails to become effective for any reason, or if, as a result of any appeal or further proceedings on remand or successful collateral attack, the award of attorneys' fees and/or expenses is reduced or reversed by Final court order. Lead Counsel shall make the appropriate refund or repayment in full no later than fourteen calendar days after receiving notice of the termination of the Settlement pursuant to this Stipulation, notice from a court of appropriate jurisdiction of the disapproval of the Settlement by Final non-appealable court order, or notice of any reduction or reversal of the award of attorneys' fees and/or expenses by Final non-appealable court order.

58. With the sole exception of Defendants' obligation to cause the deposit of the Settlement Amount to be made into the Escrow Account as provided for herein, the Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment whatsoever to Lead Counsel in the Action.

59. The Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of Settlement Class Members, whether or not paid from the Escrow Account. The Settlement Fund will be the sole source of payment from Defendants for any award of attorneys' fees and expenses ordered by the Court.

60. The procedure for and the allowance or disallowance by the Court of any Fee and Expense Application are not part of the Settlement set forth in this Stipulation, and are separate from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation. Any order or proceeding relating to any Fee and Expense Application,

including an award of attorneys' fees or expenses in an amount less than the amount requested by Lead Counsel, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement set forth herein, including, but not limited to, the release, discharge, and relinquishment of the Released Claims against the Released Defendant Parties, or any other orders entered pursuant to the Stipulation.

NOTICE AND ADMINISTRATION EXPENSES

61. Except as otherwise provided herein, the Net Settlement Fund shall be held in the Escrow Account until the Effective Date.

62. Prior to the Effective Date, without further approval from Defendants or further order of the Court, Lead Counsel may expend up to \$650,000.00 from the Settlement Fund to pay Notice and Administration Expenses. Any monies from the Notice and Administration Expenses that remain after administration shall be returned to the Net Settlement Fund. Notice and Administration Expenses in excess of \$650,000.00 shall not be paid out of the Settlement Fund without Court approval, as warranted, upon prior notice to Defendants' Counsel. Lead Counsel shall instruct the claims administrator to keep detailed records substantiating the expenditures that it makes in the performance of its services under the Settlement. Taxes and fees related to the Escrow Account and investment of the Settlement Fund may be paid as incurred, without further approval of Defendants or further order of the Court.

CLASS ACTION FAIRNESS ACT

63. Defendants shall be responsible for providing any required notice under the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715(b), if any, at their own expense.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

64. Lead Counsel will move the Court for a Distribution Order, on notice to

Defendants' Counsel, approving the Claims Administrator's determinations concerning the acceptance and rejection of the claims submitted herein, and, if the Effective Date has occurred, directing the payment of the Net Settlement Fund to Authorized Claimants.

65. The Claims Administrator shall administer the Settlement under Lead Counsel's supervision in accordance with the terms of this Stipulation and subject to the jurisdiction of the Court. The Released Defendant Parties shall have no responsibility for (except for Defendants' obligation to cause the deposit of the Settlement Amount into the Escrow Account as provided for herein), interest in, or liability whatsoever with respect to the administration of the Settlement or the actions or decisions of the Claims Administrator and shall have no liability to the Settlement Class in connection with such administration.

66. The Claims Administrator shall determine each Authorized Claimant's pro rata share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Loss, as defined in the Plan of Allocation included in the Long Notice, or in such other plan of allocation as the Court may approve.

67. Defendants shall have no role in the development of, and will take no position with respect to, the Plan of Allocation. The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any Court decision concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Plan of Allocation is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular plan of allocation be approved by the Court. The Released Defendant Parties shall have no responsibility or liability for reviewing or challenging claims, the allocation of the Net Settlement Fund, or the distribution of the Net Settlement Fund.

68. If there is any balance remaining in the Net Settlement Fund (whether by reason of

tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical, redistribute such balance among Authorized Claimants who have cashed their checks and who would receive at least \$10.00 from such redistribution. Any balance that remains in the Net Settlement Fund after re-distribution(s) that is not feasible or economical to reallocate, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, shall be contributed to Investor Justice and Education Clinic of the Howard University School of Law or other non-profit that the Court, in its discretion, approves under the *cy pres* doctrine.

ADMINISTRATION OF THE SETTLEMENT

69. Any Settlement Class Member who fails timely to submit a valid Proof of Claim (substantially in the form of Exhibit A-4) will not be entitled to receive any of the proceeds from the Net Settlement Fund, except as otherwise ordered by the Court, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action and all Releases.

70. Lead Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Lead Counsel deems to be *de minimis* or formal or technical defects in any Proof of Claim submitted. The Released Defendant Parties shall have no liability, obligation, or responsibility for the administration of the Settlement, the allocation of the Net Settlement Fund, or the reviewing or challenging of claims of Settlement Class Members. Lead Counsel shall be solely responsible for designating the Claims Administrator, subject to approval by the Court.

71. For purposes of determining the extent, if any, to which a Settlement Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

a. Each Settlement Class Member shall be required to submit a Proof of Claim, substantially in the form attached hereto as Exhibit A-4, supported by such documents as are designated therein, including proof of the claimant's loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

b. All Proofs of Claim must be submitted by the deadline the Court sets in the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A, and specified in the Notice, unless Lead Counsel extends the deadline, subject to the Court ultimately approving the distribution to Settlement Class members, or by Order of the Court. Any Settlement Class Member who fails to submit a Proof of Claim by such date shall be barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless, by Order of the Court or the discretion of Lead Counsel, late-filed Proofs of Claim are accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment and all Releases. Provided that it is received before the motion for the Distribution Order is filed, a Proof of Claim shall be deemed to be submitted when mailed, if received with a postmark on the envelope and if mailed by first-class or overnight U.S. Mail and addressed in accordance with the instructions thereon. If submitted electronically at www.strategicclaims.net the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

c. Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, who shall determine in accordance with this Stipulation the extent, if any, to which each claim shall be allowed, subject to

review by the Court;

d. Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim in whole or in part, the Claims Administrator shall communicate with the claimant in writing to give the claimant notice of the deficiency and the chance to remedy any curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of subparagraph (e) below;

e. If any claimant whose timely claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the claimant must, within twenty calendar days after the date of mailing of the notice required in subparagraph (d) above, or a lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court; and

f. The determinations of the Claims Administrator accepting or rejecting disputed claims shall be presented to the Court, on notice to Defendants' Counsel, for approval by the Court in the Distribution Order.

72. Each claimant who submits a Proof of Claim shall be deemed to have submitted to

the jurisdiction of the Court with respect to the claimant's claim, including but not limited to, all Releases provided for herein and in the Judgment, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the claimant's status as a Settlement Class Member and the validity and amount of the claimant's claim. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or the Settlement.

73. Payment pursuant to the Distribution Order shall be deemed final and conclusive against any and all Settlement Class Members. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action and the Releases provided for herein and therein.

74. All proceedings with respect to the administration, processing and determination of claims described by this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the Judgment.

75. No Person shall have any claim of any kind against the Released Defendant Parties with respect to the matters set forth in this section or any of its subsections, or otherwise related in any way to the administration of the Settlement, including without limitation the processing of claims and distributions.

76. No Person shall have any claim against Plaintiffs, Lead Counsel, or the Claims Administrator, or other agents designated by Lead Counsel, based on the distributions made

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

TERMS OF THE PRELIMINARY APPROVAL ORDER

77. Concurrently with their application to the Court for preliminary approval of the Settlement contemplated by this Stipulation and promptly upon execution of this Stipulation, Lead Counsel shall apply to the Court for entry of the Preliminary Approval Order, which shall be substantially in the form annexed hereto as Exhibit A. The Preliminary Approval Order will, *inter alia*, certify the Settlement Class for Settlement purposes only, preliminarily approve the Settlement, set the date for the Settlement Hearing, approve the form of notice, and prescribe the method for giving notice of the Settlement to the Settlement Class.

78. Defendants shall provide, or cause to be provided, to Lead Counsel or the Claims Administrator, at no cost to Plaintiffs or the Settlement Class, promptly upon filing of the motion for preliminary approval, the necessary information to ascertain the names and addresses of Persons who purchased or acquired Omega securities during the Settlement Class Period, as identified in the records maintained by Omega's transfer agent. Lead Counsel and the Claims Administrator shall use such information solely to effectuate this Settlement and shall in all events keep the information confidential and shall not distribute the information to anyone besides Lead Counsel and the Claims Administrator.

TERMS OF THE FINAL ORDER AND JUDGMENT

79. If the Court approves the Settlement this Stipulation memorializes, Lead Counsel and Defendants' Counsel shall jointly request that the Court enter a Judgment substantially in the form annexed hereto as Exhibit B. The Judgment shall contain a bar order ("Bar Order") substantially in the form set forth in Exhibit B that shall bar all future claims by any Person against any of the Released Defendant Parties, and by the Released Defendant Parties against any Person,

for (a) contribution or indemnity (or any other similar claim, however denominated on whatsoever theory) arising out of or related to the claims or allegations asserted by Plaintiffs in the Action, or (b) any other Claim of any type, for which the injury claimed is measured by reference to that Person's actual or potential liability to Plaintiffs and/or the Settlement Class Members; provided, however, nothing herein shall preclude any of the Defendants from seeking to enforce the terms of: (1) any insurance policy or policies that may provide coverage for payment of the Settlement Amount and/or any other costs, expenses, or amounts incurred in connection with the Action, the Settlement, or any other actions involving the allegations related to this Action (including without limitation, any currently pending derivative litigation filed on behalf of Omega); or (2) this Stipulation, the Settlement, or the Judgment. The Bar Order shall also provide that any Final verdict or judgment that may be obtained by or on behalf of the Settlement Class or a Settlement Class Member against any Person subject to the Bar Order shall be reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of the Defendants for common damages; or (b) the amount paid by or on behalf of the Defendants to the Settlement Class or Settlement Class Member for common damages.

EFFECTIVE DATE OF THE SETTLEMENT

80. The Effective Date of this Settlement shall be the first business day on which all of the following shall have occurred or been waived:

- a. entry of the Preliminary Approval Order, which shall be in all material respects substantially in the form set forth in Exhibit A annexed hereto;
- b. the deposit of the Settlement Amount into the Escrow Account;
- c. no Party has validly exercised its right to terminate the Settlement;
- d. approval by the Court of the Settlement, following the period set forth for notice under the Class Action Fairness Act, and following notice to the Settlement Class

and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

e. the Court enters a Judgment, substantially in the form set forth in Exhibit B annexed hereto, that becomes Final.

WAIVER OR TERMINATION

81. Each of the Parties shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (a “Termination Notice”) to all other Parties hereto, through counsel, within twenty (20) calendar days of: (a) a Court order rejecting or denying approval of the Settlement, or modifying the Settlement in any material respect; (b) the Effective Date of the Settlement not otherwise occurring for any reason other than Defendants’ failure to meet their obligation to cause the deposit of the Settlement Amount into the Escrow Account as provided for herein; or (c) any material term of the Settlement not being satisfied.

82. If Defendants fail to fulfill their obligation to cause the deposit of the Settlement Amount into the Escrow Account as provided for herein, then Plaintiffs, on behalf of the Settlement Class, and not Defendants (except as otherwise provided herein), shall have the right to (a) enforce the terms of the Settlement and this Stipulation and seek a judgment effecting the terms herein; or (b) terminate the Settlement and Stipulation at any time prior to the Court’s entry of the Final Judgment by providing a Termination Notice to all other Parties, which termination will not become effective if the Settlement Amount is deposited into the Escrow Account within five (5) business days of such Termination Notice.

83. In addition to the foregoing, Defendants shall also have the option to terminate the Settlement and this Stipulation if the aggregate number of allegedly damaged publicly traded Omega securities purchased or acquired during the Settlement Class Period, for which potential

Settlement Class Members timely and validly request exclusion from the Settlement Class, exceeds the threshold specified in the Confidential Supplemental Agreement. The Parties agree to maintain the confidentiality of the Confidential Supplemental Agreement, which shall not be filed with the Court unless (a) ordered by the Court, or (b) as otherwise set forth in the Confidential Supplemental Agreement. Nor shall the Confidential Supplemental Agreement otherwise be disclosed to any Person other than the Released Defendant Parties, except as set forth in the Confidential Supplemental Agreement. Notwithstanding anything to the contrary, this paragraph shall survive termination of the Settlement and this Stipulation.

84. The Preliminary Approval Order, attached hereto as Exhibit A, shall provide that requests for exclusion from the Settlement Class shall be received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Upon receiving any request for exclusion pursuant to the Notice, Lead Counsel shall no later than five (5) calendar days after receiving a request for exclusion or fifteen (15) calendar days prior to the Settlement Hearing, whichever is earlier, notify Defendants' Counsel of such request for exclusion and provide copies of such request for exclusion and any documentation accompanying it by e-mail.

85. If, before the Settlement becomes Final, any Defendant or any insurer of Defendants that is funding the Settlement Payment files for protection under the Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other fiduciary is appointed under Bankruptcy, or any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money or any portion thereof to the Settlement Fund by or on behalf of such Defendant 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 deposited into the Settlement Fund by others within ten (10) business days of the return of the Settlement

Fund amount, then, at the election of Plaintiffs, the Parties shall jointly move the Court to vacate and set aside the release given and the Judgment entered in favor of that Defendant, and that Defendant and Plaintiffs and Settlement Class Members shall be restored to their litigation positions immediately prior to October 25, 2022. All Releases and the Judgment as to other Defendants shall remain unaffected.

86. Defendants warrant that at the time of the deposit of the Settlement Amount, neither they nor their insurers that are funding the Settlement Payment will be insolvent, and payment will not render them or such insurers insolvent, within the meaning of the United States Bankruptcy Code, including Sections 101 and 547 thereof.

87. If an option to terminate this Stipulation and Settlement arises under any of the paragraphs of this section (Waiver or Termination): (i) neither Defendants nor Plaintiffs (as the case may be) will be required for any reason or under any circumstance to exercise that option; and (ii) any exercise of that option shall be made in good faith, but in the sole and unfettered discretion of Defendants or Plaintiffs, respectively, as applicable.

88. If the Settlement is terminated as set forth herein or cannot become effective for any reason, then: (i) the Settlement shall be without prejudice; (ii) none of the terms of the Stipulation or Settlement shall be effective or enforceable, except as specifically provided herein; (iii) the Parties shall be deemed to have reverted to their respective litigation positions in the Action immediately prior to October 25, 2022, including any positions with respect to service or jurisdiction; (iv) except as specifically provided herein, the Parties shall proceed in all respects as if this Stipulation and any related order had not been entered; and (v) this Stipulation and any aspect of the discussions or negotiations leading to this Stipulation shall not be admissible in this Action and shall not be used against or to the prejudice of either Defendants or Plaintiffs in any

court filing, deposition, at trial, or otherwise.

89. In the event the Settlement is terminated or fails to become effective for any reason, any portion of the Settlement Amount previously paid, together with any earnings thereon, less any Taxes paid or due, less Notice and Administration Expenses actually incurred and paid or payable from the Settlement Amount, shall be returned to the Person(s) that made the deposit(s) within ten (10) business days after written notification of such event in accordance with instructions provided by Defendants' Counsel to Lead Counsel. At the request of Defendants' Counsel, the Escrow Agent or its designees shall apply for any tax refund owed on the amounts in the Escrow Account and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to the Person(s) that made the deposits or as otherwise directed. Notwithstanding anything to the contrary, this provision shall survive termination of the Settlement and this Stipulation.

NO ADMISSION

90. Whether or not consummated, and whether or not approved by the Court, this Stipulation, and any discussion, negotiation, proceeding, agreement, or exhibit relating to the Stipulation, the Settlement, and any matter arising in connection with settlement discussions, negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms of the Settlement and this Stipulation, and in particular:

a. do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any allegation by Plaintiffs and the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including but not limited to

the Released Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any person or entity whatsoever;

b. do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against or to the prejudice of Plaintiffs, or any other member of the Settlement Class as evidence of any infirmity in the claims of Plaintiffs, or the other members of the Settlement Class;

c. do not constitute, and shall not be offered or received against or to the prejudice of Defendants, Plaintiffs, any other member of the Settlement Class, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants, Plaintiffs, other members of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

d. do not constitute, and shall not be construed against Defendants, Plaintiffs, or any other member of the Settlement Class, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

e. do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Plaintiffs, or any other member of the Settlement Class, that any of their claims are without merit or infirm or that damages

recoverable under the Complaint would not have exceeded the Settlement Amount.

91. Notwithstanding the paragraph immediately above, the Parties, and their respective counsel, may file this Stipulation and/or the Judgment in any action that may be brought against them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, statute of limitations, statute of repose, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection granted them under any applicable insurance policy. The Parties may file this Stipulation and/or the Judgment in any action that may be brought to enforce the terms of this Stipulation and/or the Judgment. All Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

MISCELLANEOUS PROVISIONS

92. The exhibits to the Stipulation (except the Plan of Allocation to the extent incorporated in those exhibits) and the Confidential Supplemental Agreement are material and integral parts hereof and are fully incorporated herein by this reference. It is not a condition of the Settlement that any particular plan of allocation be approved. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

93. The Parties intend the Settlement to be the full, final, and complete resolution of all claims asserted or that could have been asserted by the Parties with respect to the Released Claims and Released Defendants' Claims. Accordingly, the Parties agree not to assert in any forum that the Action was brought, prosecuted, or defended in bad faith or without a reasonable basis. The Parties and their respective counsel agree not to contend that each has not complied fully with Rule 11 of the Federal Rules of Civil Procedure in connection with the maintenance, prosecution, defense, and settlement of the Action and shall not make any application for sanctions, pursuant

to Rule 11 or other court rule or statute, with respect to any claim or defense in this Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Parties and their respective counsel and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

94. This Stipulation, along with its exhibits and the Confidential Supplemental Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by counsel for the Parties hereto, or their successors, that are materially and adversely affected by the modification, amendment, or waiver.

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

96. 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 any expenses and implementing and enforcing the terms of this Stipulation.

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

98. This Stipulation, its exhibits, and the Supplemental Agreement constitute the entire agreement among the Parties concerning the Settlement as against the Defendants, and no representation, warranty, or inducement has been made by any Party concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

99. Nothing in the Stipulation, or the negotiations relating thereto, is intended to, or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without

limitation, attorney-client privilege, joint defense privilege, or work product protection.

100. 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.

101. Pending final approval by the Court of the Stipulation and its attached exhibits, all proceedings in the Action shall remain stayed.

102. Notwithstanding anything herein to the contrary, all designations and agreements made, or orders entered in the Action relating to the confidentiality of documents or information shall survive this Stipulation.

103. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signatures sent by facsimile or via e-mail in pdf format shall be deemed originals.

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

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

106. 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 all Parties have contributed substantially and materially to the preparation of this Stipulation.

107. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement document, 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 the Stipulation to effectuate its terms.

108. The Parties and their respective counsel agree to cooperate fully with one another in promptly applying for preliminary approval by the Court of the Settlement and for the scheduling of a hearing for consideration of final approval of the Settlement and Lead Counsel’s Fee and Expense Application, and to agree promptly upon and execute all such other documentation as reasonably may be required to obtain final approval by the Court of the Settlement.

109. Notices required or permitted by this Stipulation shall be submitted by email and either by overnight mail or hand delivery as follows:

<p>Notice to Plaintiffs and the Settlement Class:</p>	<p>Notice to Defendants:</p>
<p>Jacob A. Goldberg Gonen Haklay Leah Heifetz-Li The Rosen Law Firm, P.A. 101 Greenwood Avenue, Suite 440 Jenkintown, PA 19046 215-600-2817 JGoldberg@rosenlegal.com GHaklay@rosenlegal.com LHeifetz@rosenlegal.com</p>	<p>Eric Rieder Chris LaRocco Laith J. Hamdan Bryan Cave Leighton Paisner, LLP 1290 Avenue of the Americas New York, NY 10104-3300 212-541-2000 ERieder@bclplaw.com Chris.LaRocco@bclplaw.com Laith.Hamdan@bclplaw.com</p>

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

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of this 9th day of December 2022

Dated: December 9, 2022

THE ROSEN LAW FIRM, P.A.

By: 
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*Lead Counsel for Lead Plaintiff,
Additional Plaintiff, and the Class*

Dated: December 9, 2022

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*Counsel for Defendants Omega Healthcare
Investors, Inc, C. Taylor Pickett, Robert O.
Stephenson, and Daniel J. Booth*

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: OMEGA HEALTHCARE
INVESTORS, INC. SECURITIES
LITIGATION

Case No.: 1:17-cv-08983-NRB

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, APPROVING FORM AND MANNER OF NOTICE, AND SETTING
DATE FOR HEARING ON FINAL APPROVAL OF SETTLEMENT**

EXHIBIT A

WHEREAS, Lead Plaintiff Royce Setzer and named Plaintiff Earl Holtzman, on behalf of themselves and the putative Settlement Class, and Defendants Omega Healthcare Investors, Inc., C. Taylor Pickett, Robert O. Stephenson, and Daniel J. Booth (“Defendants”), by and through their respective counsel, have entered into a Settlement of the claims asserted in these consolidated class actions, the terms of which are set forth in a Stipulation and Agreement of Settlement, dated December 9, 2022 (the “Stipulation”). Rule 23 of the Federal Rules of Civil Procedure requires review and approval of the Settlement and the Stipulation together with the exhibits thereto, which sets forth the terms and conditions for the settlement of the claims alleged in the Second Consolidated Amended Class Action Complaint For Violation of the Federal Securities Laws filed in this Action. Having considered (i) the Stipulation, (ii) the proposed Notice of Pendency and Proposed Settlement of Class Action (“Long Notice”), annexed as Exhibit A-1 to this Order, (iii) the proposed Summary Notice of Pendency and Proposed Class Action Settlement, annexed as Exhibit A-2 to this Order, (iv) the proposed Postcard Notice of Proposed Settlement of Class Action, annexed as Exhibit A-3 to this Order, (v) the proposed Plan of Allocation of the Net Settlement Fund, as described in Exhibit A-1 to this Order, (vi) the proposed form of the Proof of Claim and Release, annexed as Exhibit A-4 to this Order, (vii) the proposed form of Order and Final Judgment, annexed as Exhibit B to the Stipulation, and (viii) submissions made relating thereto, the Court finds that substantial and sufficient grounds exist for entering this Order:

NOW, THEREFORE, IT IS HEREBY ORDERED, this ____ day of _____, 202__, that:

1. Capitalized terms used herein have the meanings defined in the Stipulation.
2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for the purposes of the Settlement only, the Action is hereby preliminarily certified as a class action

on behalf of all Persons who purchased or otherwise acquired Omega securities during the period from February 8, 2017, through October 31, 2017, inclusive. Excluded from the Settlement Class are:

(a) Defendants, Omega's officers and directors and their Immediate Families, and entities in which such excluded persons hold a majority ownership interest;

(b) Those Persons who file valid and timely requests for exclusion in accordance with this Order, provided that such request for exclusion is not revoked;

(c) Those Persons who have a net profit in purchases and sales of Omega securities during the Settlement Class Period or otherwise suffered no financial losses as a result of their purchase(s) or acquisition(s) of Omega securities.

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

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for the purposes of this Settlement only, Plaintiffs are certified as class representatives on behalf of the Settlement Class ("Class Representatives") and Lead Counsel (The Rosen Law Firm, P.A.),

previously selected by Plaintiffs and appointed by the Court, is hereby appointed as Lead Counsel for the Settlement Class (“Class Counsel”).

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

6. A Settlement Hearing pursuant to Federal Rule of Civil Procedure 23(e) is hereby scheduled to be held before the Court on _____ 2023, at _____.m. in Courtroom 21A at 500 Pearl Street, New York, New York 10007, for the following purposes:

(a) to finally determine whether the Action satisfies the applicable prerequisites for class action treatment under Federal Rules of Civil Procedure 23(a) and (b);

(b) to finally determine whether the Court should approve the Settlement as fair, reasonable, and adequate;

(c) to finally determine whether the Order and Final Judgment as provided under the Stipulation should be entered, dismissing the Action with prejudice, and to determine whether the Releases by the Plaintiff Releasers of the Released Parties as set forth in the Stipulation, should be ordered, along with a permanent injunction barring efforts to bring any Claims extinguished by the Releases;

(d) to determine whether the Court should approve the proposed Plan of Allocation for the distribution of the Net Settlement Fund as fair and reasonable;

(e) to consider the application of Class Counsel for an award of Attorneys’ Fees and Expenses, and awards to Plaintiffs;

(f) to consider any objection to the Settlement by Settlement Class Members;

and

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

7. The Court reserves the right to adjourn the Settlement Hearing to a later date and to approve the Settlement with or without modification and with or without further notice of any kind. The Court further reserves the right to enter its Order and Final Judgment approving the Settlement and dismissing the Action, with prejudice, regardless of whether it has approved the Plan of Allocation or awarded Attorneys' Fees and Expenses or made any award to Plaintiffs.

8. The Court reserves the right to approve the Settlement with such modifications upon which the Parties may agree or consent and without further notice to the Settlement Class where to do so would not impair Settlement Class Members' rights in a manner inconsistent with Rule 23 and due process of law.

9. The Court approves the form, substance, and requirements of (a) the Postcard Notice, (b) the Long Notice, (c) the Summary Notice, and (d) the Proof of Claim, all of which are exhibits to the Stipulation.

10. Class Counsel has the authority to enter into the Stipulation on behalf of Plaintiffs and the Settlement Class, and is authorized to act on behalf of the Settlement Class Members with respect to all acts or consents required by or that may be given pursuant to the Stipulation or such other acts that are reasonably necessary to consummate the Settlement.

11. The firm Strategic Claims Services is appointed and approved as the Claims Administrator for the Settlement.

12. Class Counsel, through the Claims Administrator, shall cause the Postcard Notice, attached as Exhibit A-3 to this Preliminary Order, to be mailed, by first class mail, postage prepaid,

no later than twenty-eight (28) calendar days after the entry of this Order, to all Settlement Class Members who can be identified with reasonable effort by the Claims Administrator. Further, Class Counsel shall, through the Claims Administrator, cause the Stipulation (including its exhibits), this Order, the Proof of Claim and Release, attached as Exhibit A-4 to this Preliminary Order, and a copy of the Long Notice, attached as Exhibit A-1 to this Preliminary Order, and the Summary Notice, attached as Exhibit A-2 to this Preliminary Order, to be posted on the Claims Administrator's website within twenty-eight (28) calendar days after entry of this Order.

13. Class Counsel is authorized to establish a Notice and Administration Account (as defined in the Stipulation) of not more than \$650,000 (Six Hundred Fifty Thousand Dollars), to be used for reasonable out-of-pocket costs in connection with providing notice of the Settlement to the Settlement Class and for other reasonable out-of-pocket administrative expenses. No additional amounts may be transferred from the Settlement Fund to the Notice and Administration Account without further order from the Court.

14. No later than ten (10) calendar days after the date of this Order, Defendants shall provide and/or cause its transfer agent to provide to Class Counsel a list of the record owners of Omega common stock during the Settlement Class Period in a usable electronic format, such as an excel spreadsheet. Class Counsel and the Claims Administrator shall keep this information confidential and not use it for any purpose other than to provide the notice contemplated by this Order.

15. Class Counsel, through the Claims Administrator, shall make all reasonable efforts to give notice to nominees or custodians who held Omega securities during the Settlement Class Period as record owners but not as beneficial owners. Such nominees or custodians shall, within ten (10) calendar days of receipt of the notice, either: (i) request copies of the Postcard Notice

EXHIBIT A

sufficient to send the Postcard Notice to all beneficial owners for whom they were nominee or custodian during the Settlement Class Period, and within ten (10) calendar days after receipt thereof send copies to such beneficial owners; (ii) request links to the location of the Long Notice and Proof of Claim and email the links to each beneficial owner for whom they were nominee or custodian during the Settlement Class Period within ten (10) calendar days after receipt thereof; or (iii) provide the Claims Administrator with lists of the names, last known addresses and email addresses (to the extent known) of such beneficial owners, in which event the Claims Administrator shall promptly deliver the Postcard Notice to such beneficial owners. If the Claims Administrator receives an email address, it will send a link to the location of the Long Notice and Proof of Claim electronically. Nominees or custodians who elect to email links to the Long Notice and Proof of Claim or send the Postcard Notice to their beneficial owners shall send a written certification to the Claims Administrator confirming that the mailing or emailing has been made as directed. Copies of the Postcard Notice shall be made available to any nominee or custodian requesting same for the purpose of distribution to beneficial owners. The Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners, which expenses would not have been incurred except for the providing names and addresses, of up to \$0.03 per name, address, and email address provided to the Claims Administrator; up to \$0.03 per unit for each Postcard Notice actually mailed, plus postage at the pre-sort rate used by the Claims Administrator; or up to \$0.03 per email notice sent, and subject to further order of this Court with respect to any dispute concerning such reimbursement..

16. Class Counsel, through the Claims Administrator, shall cause the Summary Notice to be published electronically once on *GlobeNewswire* within twenty-one (21) calendar days after

the entry of this Order. Class Counsel shall, at or before the Settlement Hearing, serve upon Defendants' counsel and file with the Court proof of publication of the Summary Notice.

17. No later than seven (7) days before the Settlement Hearing, Class Counsel shall file with the Court proof of mailing of the Postcard Notice, both to Settlement Class Members and to nominees, and proof of publication of the Summary Notice.

18. The forms and methods set forth herein of notifying the Settlement Class and its terms and conditions (a) meet the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7); (b) constitute the best notice practicable under the circumstances; and (c) constitute due and sufficient notice to all persons and entities entitled thereto. No Settlement Class Member will be relieved from the terms of the Settlement, including the Releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

19. To be entitled to participate in recovery from the Net Settlement Fund after the Effective Date, each Settlement Class Member shall take the following action and be subject to the following conditions:

(a) A properly completed and executed Proof of Claim must be submitted to the Claims Administrator: (a) electronically through the Claims Administrator's website, www.strategicclaims.net, by 11:59 p.m. EST on _____, 2023; or (b) at the Post Office Box indicated in the Long Notice, postmarked no later than _____, 2023 (thirty (30) calendar days prior to the Settlement Hearing). Such deadline may be further extended by Order of the Court. Each Proof of Claim shall be deemed to have been submitted when: (a) the claim receives a confirmation notice from the Claims Administrator for electronic submissions; or (b)

legibly postmarked (if properly addressed and mailed by first class mail) provided such Proof of Claim is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Long Notice.

(b) The Proof of Claim submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Class Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of their current authority to act on behalf of the Settlement Class Member must be provided with the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded a reasonable time (at least ten (10) calendar days) to cure such deficiency, if it shall appear that

such deficiency may be cured. If any Claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the Claimant must, within ten (10) calendar days after the date of mailing of the letter of rejection, serve upon the Claims Administrator a statement of reasons indicating the Claimant's ground for contesting the rejection along with any supporting documentation and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

(d) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all Released Claims as provided in the Stipulation. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing of the Proof of Claim, nor shall any discovery from or of Defendants be allowed on any topic.

20. All Settlement Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund but will in all other respects be subject to and bound by the provisions of the Stipulation, the Settlement, and the Order and Final Judgment, if entered.

21. Settlement Class Members shall be bound by all determinations and judgments in the Action, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as provided herein. A Settlement Class Member wishing to request exclusion shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is received no later than _____, 2023 (twenty-one (21) calendar days prior to the Settlement Hearing), to the addresses listed in the Long Notice. Such request for exclusion shall clearly indicate the name, address, phone number, and e-mail contact information (if any) of the person seeking exclusion, state that the sender specifically requests to

be excluded from the Settlement Class and must be signed by such person. Such persons requesting exclusion are also required to specify in their request all their purchases and sales of Omega common stock during the Settlement Class Period, including, for each purchase or sale, the date, number of shares and price of the shares purchased or sold. The request for exclusion shall not be effective unless (a) it provides the required information, is legible, is made within the time stated above, and is filed and served on both Class Counsel and Defendants' counsel, or (b) Court otherwise accepts the exclusion. Class Counsel may contact any person or entity filing a request for exclusion, or their attorney if one is designated, to discuss the exclusion.

22. Any person who submits a valid, timely and unrevoked request for exclusion will be forever barred from receiving any payments from the Net Settlement Fund. Any Person that submits a request for exclusion may thereafter submit to the Claims Administrator a written revocation of that request for exclusion, provided that it is received no later than two (2) business days before the Settlement Hearing, in which event that Person will be included in the Settlement Class.

23. The Court will consider comments and/or objections to the Settlement, the Plan of Allocation, or the application for Attorneys' Fees and Expenses and any payment to the Class Representatives, only if such comments or objections and any supporting papers are filed with the Clerk of the Court, U.S. District Court, Southern District of New York, 500 Pearl Street, New York, NY 10007, at least twenty-one (21) calendar days prior to the Settlement Hearing, showing due proof of service upon each of the following:

CLASS COUNSEL:

Jacob A. Goldberg, Esq.
Gonen Haklay, Esq.
THE ROSEN LAW FIRM
101 Greenwood Avenue, Suite 440

Jenkintown, PA 19046

**COUNSEL FOR DEFENDANTS OMEGA HEALTHCARE INVESTORS, INC.,
C. TAYLOR PICKETT, ROBERT O. STEPHENSON, AND DANIEL J. BOOTH:**

Eric Rieder, Esq.
Chris LaRocco, Esq.
Laith Hamdan, Esq.
BRYAN CAVE LEIGHTON PAISNER LLP
1290 Avenue of the Americas
New York, NY 10104

Attendance at the Settlement Hearing is not necessary, but persons wishing to be heard orally in opposition to the Settlement, the Plan of Allocation, the application for Attorneys' Fees and Expenses, and/or award to Class Representatives are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

24. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlement, the Order and Final Judgment to be entered approving the Settlement, the Plan of Allocation, or the application for an award of Attorneys' Fees and Expenses and a payment to Class Representatives.

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

26. All papers in support of the Settlement, the Plan of Allocation and any application for Attorneys' Fees or Expenses or a payment to Class Representatives shall be filed and served thirty-five (35) calendar days before the Settlement Hearing.

27. Any submissions filed in response to any objections or in further support of the Settlement, the Plan of Allocation and any application for Attorneys' Fees or Expenses or a payment to Class Representatives shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

28. Pending final determination of whether the Settlement should be approved, all Settlement Class Members, and each of them, and anyone acting or purporting to act for any of them, shall be enjoined from prosecuting, attempting to prosecute, or assisting others in the prosecution of, any Released Claims. In addition, the Action is stayed.

29. Each of the Parties shall have the right to terminate the Settlement and the Stipulation by providing a "Termination Notice" to all other Parties hereto, through counsel, within twenty (20) calendar days of: (a) a Court order rejecting or denying approval of the Settlement, or modifying the Settlement in any material respect; (b) the Effective Date of the Settlement not otherwise occurring for any reason other than Defendants' failure to meet their obligation to cause the deposit of the Settlement Amount into the Escrow Account as provided for herein; or (c) any material term of the Settlement not being satisfied. In the event of such termination: (i) the Settlement shall be without prejudice; (ii) none of the terms of the Stipulation or Settlement shall be effective or enforceable, except as specifically provided herein or in the Stipulation; (iii) the Parties shall be deemed to have reverted to their respective litigation positions in the Action immediately prior to October 25, 2022, including any positions with respect to service or jurisdiction; (iv) except as specifically provided herein, the Parties shall proceed in all

respects as if the Stipulation and any related order had not been entered; and (v) the Stipulation and Settlement, including any aspect of the discussions or negotiations leading to this Stipulation or Settlement, shall not be admissible in this Action and shall not be used against or to the prejudice of either Defendants or Plaintiffs in any court filing, deposition, at trial, or otherwise.

30. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Settlement, including by way of illustration and not limitation, any dispute concerning any Proof of Claim filed by any potential Settlement Class Member and any future requests by one or more of the Parties that the Final Order and Judgment, the Releases and/or the permanent injunction set forth in the this Order or the Stipulation be enforced.

IT IS SO ORDERED.

Dated: _____

HON. NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: OMEGA HEALTHCARE
INVESTORS, INC. SECURITIES
LITIGATION

Case No.: 1:17-cv-08983-NRB

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

If you purchased Omega Healthcare Investors, Inc. (“Omega” or “Company”) securities during the period from February 8, 2017, to October 31, 2017, both dates inclusive (“Settlement Class Period”), you could get a payment from a proposed class action settlement (“Settlement”).

Under law, a federal court has authorized this Notice. This is not attorney advertising.

- If approved by the Court, the Settlement will provide for the immediate cash payment of \$30,750,000 (Thirty Million Seven Hundred Fifty Thousand) (“Settlement Amount”), plus interest as it accrues, minus attorneys’ fees, costs, awards to Lead Plaintiff and Additional Plaintiff (“Plaintiffs”), administrative expenses, and net of any taxes on interest, to pay claims of investors who purchased Omega securities during the Settlement Class Period.
- The approximate recovery, before deduction of attorneys’ fees, expenses, and award to Plaintiffs approved by the Court, is an average of \$.31 per damaged share of Omega securities. This estimate is based on the assumptions set forth in the following two paragraphs. Your actual recovery, if any, will depend on the aggregate losses of all Settlement Class Members, the date(s) you purchased and sold Omega securities, the purchase and sales prices, and the total number of claims filed and the aggregate losses of Settlement Class Members.
- Attorneys for Plaintiffs (“Lead Counsel”) intend to ask the Court to award them fees of up to one-third of the Settlement Amount or ten million two hundred fifty thousand (\$10,250,000); reimbursement of litigation expenses of no more than \$350,000, and; an award to Plaintiffs not to exceed \$30,000 in total. Collectively, the attorneys’ fees and expenses and award to Lead Plaintiff are estimated to average \$.11 per damaged share. If approved by the Court, these amounts will be paid from the Gross Settlement Fund (“Settlement Fund”).
- The Settlement represents an estimated average recovery of \$.20 per damaged share of Omega securities for the approximately 98.3 million shares damaged during the Settlement Class Period. This is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the aggregate losses of all Settlement Class Members, the date(s) you purchased and sold Omega securities, and the total number of claims filed.

- The Settlement resolves the Action concerning whether Defendants violated federal securities laws by allegedly making misrepresentations and/or omissions of material fact in certain filings with the U.S. Securities and Exchange Commission, and to the investing public concerning Omega's business. Defendants have denied and continue to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted by Plaintiffs. Defendants have also denied, *inter alia*, the allegations that Plaintiffs or the Settlement Class have suffered damages or that Plaintiffs or the Settlement Class were harmed by the conduct alleged in the Action. Defendants continue to believe the claims asserted against them in the Action are without merit.
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM NO LATER THAN _____	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN _____	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants or the other Released Defendant Parties about the legal claims in this case. Do not write to the Court if you wish to exclude yourself.
OBJECT NO LATER THAN _____	Write to the Court and explain why you object to the Settlement.
GO TO A HEARING ON _____, at ___.m.	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	If you do nothing you will not get a payment from the Settlement, and you will give up all individual claims you have against the Defendants.

INQUIRIES

Please do not contact the Court regarding this Notice. All inquiries concerning this Notice, the Proof of Claim and Release Form, or any other questions by Settlement Class Members should be directed to:

Omega Healthcare Investors, Inc. Securities Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, PA 19063 Tel.: 866-274-4004 Fax: 610-565-7985 info@strategicclaims.net	or	Jacob A. Goldberg, Esq. Gonen Haklay, Esq. THE ROSEN LAW FIRM, P.A. 101 Greenwood Ave., Suite 440 Jenkintown, Pennsylvania 19046 Tel.: 212-600-2817 Fax: 212-202-3827 info@rosenlegal.com
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DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation and Agreement of Settlement, dated December 9, 2022 (“Stipulation”).

COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. Why did I get this Notice?

You or someone in your family may have acquired Omega securities between February 8, 2017 and October 31, 2017, both dates inclusive.

2. What is this lawsuit about?

The case is known as *In re Omega healthcare Investors, Inc. Securities Litigation*, Case No. 1:17-cv-08983-NRB (S.D.N.Y.) (“Action”). The Court in which the case is pending is the United States District Court for the Southern District of New York.

The Action involves allegations that Defendants violated federal securities laws by misrepresenting the extent of the financial difficulties of its second largest operator. The operative Second Amended Complaint alleges that the misstatements and/or omissions artificially inflated the price of Omega securities, and that the share prices dropped in response to certain subsequent disclosures. Defendants have denied and continue to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted

in the Action. The Settlement shall in no event be construed as, or deemed to be, evidence of liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Released Defendant Parties, or of any damages to the Plaintiffs or any other Settlement Class Member. The Settlement resolves all of the Claims in the Action, as well as certain other claims or potential claims, whether known or Unknown.

3. Why is this a class action?

In a class action, one or more persons and/or entities, called plaintiffs, sue on behalf of all persons and/or entities who have similar claims. Together, these persons and/or entities are called a class, or referred to as class members. One court resolves all of the issues for all class members, except for those class members who exclude themselves from the class.

4. Why is there a Settlement?

Plaintiffs and Defendants do not agree regarding the merits of Plaintiffs' allegations and Defendants' defenses with respect to liability or the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to prevail at trial on each claim. The issues on which Plaintiffs and Defendants disagree include: (1) whether the challenged statements were materially false or misleading or otherwise actionable under federal securities law; (2) whether the Defendants acted with scienter; (3) the causes of the loss in the value of the securities; and (5) the amount of alleged damages, if any, that could be recovered at trial.

This matter has not gone to trial and the Court has not decided in favor of either Plaintiffs or any of the Defendants. Instead, Plaintiffs and Defendants have agreed to settle the case. Plaintiffs and Lead Counsel believe the Settlement is best for all Settlement Class Members, including Plaintiffs, because of the risks associated with continued litigation and the nature of the defenses raised by the Defendants. Among the reasons that Plaintiffs and Lead Counsel believe the Settlement is fair is that there is uncertainty about whether they will be able to prove all elements of their claims for Defendants' violations of the Securities Exchange Act of 1934 or establish that those violations caused damages and in what amount, if any.

Even if Plaintiffs were to win at trial, and also prevail on any appeal, Plaintiffs might not be able to collect some, or all, of any judgment they are awarded. Moreover, while litigation of this type is usually expensive, it appears that, even if Plaintiffs' allegations were found to be true, the total amount of damages to which Settlement Class Members would be entitled could be substantially reduced.

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

The Settlement Class consists of persons and/or entities who purchased or otherwise acquired Omega securities from February 8, 2017 through October 31, 2017, both dates inclusive, subject to the exclusions set forth in the Stipulation, which are referred to below.

6. Are there exceptions to being included?

Yes. Excluded from the settlement class are (a) Defendants, Omega's officers and directors and their Immediate Families, and entities in which such excluded persons hold a majority ownership interest; (b) those Persons who file valid and timely requests for exclusion in accordance with the Preliminary Approval Order, provided that such request for exclusion is not revoked; and (c) those Persons who have a net profit in purchases and sales of Omega securities during the Settlement Class Period or otherwise suffered no financial losses as a result of their purchase(s) or acquisition(s) of Omega securities.

7. I am still not sure whether I am included.

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

8. What does the Settlement provide?

a. What is the Settlement Fund?

The proposed Settlement provides for Defendants to pay the Settlement Amount of \$30,750,000 (Thirty Million Seven Hundred Fifty Thousand Dollars), in cash. The

Settlement Amount will be paid out in accordance with the terms of the Stipulation. The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay attorneys' fees and reasonable litigation expenses to Lead Counsel and any awards to the Plaintiffs. A portion of the Settlement Fund also will be used to pay Taxes due on interest earned by the Settlement Fund, if necessary, and the costs of the claims administration, including the costs of printing, mailing, and publishing Notice to potential Settlement Class Members. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the Net Settlement Fund, as defined in the Stipulation) will be distributed to Settlement Class Members who submit timely, valid claims, according to the Plan of Allocation to be approved by the Court.

b. What can you expect to receive under the proposed Settlement?

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed and the numbers of damaged shares per claim; (ii) the dates you purchased and sold Omega securities; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Lead Counsel for attorneys' fees, costs, and expenses, and awards to Plaintiffs.

The Claims Administrator will determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's valid "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount that a Settlement Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.

The Net Settlement Fund will be distributed to Settlement Class Members who submit a Proof of Claim and Release Form with required supporting documentation and whose claims for recovery are allowed by the Claims Administrator pursuant to the terms of the Stipulation or by order of the Court under the below Plan of Allocation, which reflects Plaintiffs' contention that because of the alleged misrepresentations made by Defendants,

the price of Omega securities was artificially inflated during the Settlement Class Period and that certain disclosures caused changes in the inflated price of Omega securities. Defendants have denied and continue to deny these allegations and any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Action.

PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications, or another plan of allocation, without further notice to Settlement Class Members. Any orders regarding a modification of the Plan of Allocation will be posted to the Claims Administrator's website, www.strategicclaims.net/Omega/.

The Claims Administrator shall determine the *pro rata* share of the Net Settlement Fund of each Authorized Claimant based upon each Authorized Claimant's Recognized Loss. **Please Note:** The Recognized Loss formula, set forth below, is not intended to be an estimate of the amount of what a Settlement Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss and subject to the provisions in the following paragraphs. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total Recognized Losses of all Authorized Claimants and subject to the provisions in the following paragraphs (*i.e.*, "*pro rata* share"). Payment in this manner shall be deemed conclusive against all Authorized Claimants. No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

If any funds remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants; (ii) second, to pay any additional Notice and Administration Costs incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. If six (6) months after such second distribution, if undertaken, or if such second distribution is not undertaken, any funds shall remain in the Net Settlement Fund after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their

checks, any funds remaining in the Net Settlement Fund shall be donated to a non-profit charitable organization(s) selected by Lead Counsel.

THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS:

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants.

- I) For securities purchased between February 8, 2017 and May 3, 2017, inclusive, the Recognized Loss shall be calculated as follows:
- A. For shares retained at the end of trading on January 29, 2018, the Recognized Loss shall be 10% of the lesser of:
 - (i) \$4.16 per share; or
 - (ii) the difference between the purchase price per share and \$27.31 per share.¹
 - B. For shares sold on or before May 3, 2017, the Recognized Loss per share shall be \$0.
 - C. For shares sold between May 4, 2017 and July 26, 2017, inclusive, the Recognized Loss shall be 10% of the lesser of:
 - i) \$.63 per share; or
 - ii) the difference between the purchase price per share and the sales price per share.
 - D. For shares sold between July 27, 2017 and October 30, 2017, inclusive, the Recognized Loss shall be 10% of the lesser of:
 - i) \$1.98 per share; or
 - ii) the difference between the purchase price per share and the sales price per share.
 - E. For shares sold on October 31, 2017, the Recognized Loss shall be 10% of the lesser of:
 - i) \$4.16 per share; or
 - ii) the difference between the purchase price per share and the sales price per share.
 - F. For shares sold between November 1, 2017 and January 29, 2018, inclusive, the Recognized Loss shall be 10% of the lesser of:
 - i) \$4.16 per share; or

¹ Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." \$27.31 per share was the mean (average) daily closing trading price of the Omega's securities during the 90-day period beginning on November 1, 2017 and ending on January 29, 2018.

- ii) the difference between the purchase price per share and the average closing price per share as of date of sale provided in Table A below.

II) For securities purchased between May 4, 2017 and July 26, 2017 inclusive, the Recognized Loss shall be calculated as follows:

- A. For shares retained at the end of trading on January 29, 2018, the Recognized Loss shall be the lesser of:
 - (i) \$3.53 per share; or
 - (ii) the difference between the purchase price per share and \$27.31 per share.
- B. For shares sold on or before July 26, 2017, the Recognized Loss per share shall be \$0.
- C. For shares sold between July 27, 2017 and October 30, 2017, inclusive, the Recognized Loss shall be the lesser of:
 - i) \$1.35 per share; or
 - ii) the difference between the purchase price per share and the sales price per share.
- D. For shares sold on October 31, 2017, the Recognized Loss shall be 10% of the lesser of:
 - i) \$3.53 per share; or
 - ii) the difference between the purchase price per share and the sales price per share.
- E. For shares sold between November 1, 2017 and January 29, 2018, inclusive, the Recognized Loss shall be the lesser of:
 - i) \$3.53 per share; or
 - ii) the difference between the purchase price per share and the average closing price per share as of date of sale provided in Table A below.

III) For securities purchased between July 27, 2017 and October 30, 2017, inclusive, the Recognized Loss shall be calculated as follows:

- A. For shares retained at the end of trading on January 29, 2018, the Recognized Loss shall be the lesser of:
 - (i) \$2.18 per share; or
 - (ii) the difference between the purchase price per share and \$27.31 per share
- B. For shares sold on or before October 30, 2017, the Recognized Loss per share shall be \$0.
- C. For shares sold on October 31, 2017, the Recognized Loss shall be 10% of the lesser of:
 - i) \$2.18 per share; or
 - ii) the difference between the purchase price per share and the sales price per share.

D. For shares sold between November 1, 2017 and January 29, 2018, inclusive, the Recognized Loss shall be the lesser of:

- i) \$2.18 per share; or
- ii) the difference between the purchase price per share and the average closing price per share as of date of sale provided in Table A below.

IV) For securities purchased on October 31, 2017, the Recognized Loss shall be \$0.

Table A

<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>	<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>
11/1/2017	\$28.06	\$28.06	12/14/2017	\$27.88	\$27.48
11/2/2017	\$27.88	\$27.97	12/15/2017	\$28.20	\$27.50
11/3/2017	\$28.39	\$28.11	12/18/2017	\$28.43	\$27.53
11/6/2017	\$28.11	\$28.11	12/19/2017	\$27.59	\$27.53
11/7/2017	\$28.12	\$28.11	12/20/2017	\$27.10	\$27.52
11/8/2017	\$28.20	\$28.13	12/21/2017	\$26.94	\$27.50
11/9/2017	\$28.06	\$28.12	12/22/2017	\$26.90	\$27.48
11/10/2017	\$28.05	\$28.11	12/26/2017	\$27.16	\$27.48
11/13/2017	\$28.17	\$28.12	12/27/2017	\$27.35	\$27.47
11/14/2017	\$28.34	\$28.14	12/28/2017	\$27.50	\$27.47
11/15/2017	\$27.20	\$28.05	12/29/2017	\$27.54	\$27.47
11/16/2017	\$27.22	\$27.98	1/2/2018	\$27.43	\$27.47
11/17/2017	\$27.14	\$27.92	1/3/2018	\$27.33	\$27.47
11/20/2017	\$26.80	\$27.84	1/4/2018	\$27.15	\$27.46
11/21/2017	\$27.10	\$27.79	1/5/2018	\$26.96	\$27.45
11/22/2017	\$27.21	\$27.75	1/8/2018	\$27.18	\$27.45
11/24/2017	\$27.04	\$27.71	1/9/2018	\$26.72	\$27.43
11/27/2017	\$26.84	\$27.66	1/10/2018	\$26.61	\$27.41
11/28/2017	\$26.93	\$27.62	1/11/2018	\$26.60	\$27.40
11/29/2017	\$26.80	\$27.58	1/12/2018	\$26.12	\$27.37
11/30/2017	\$26.85	\$27.55	1/16/2018	\$26.11	\$27.35
12/1/2017	\$27.19	\$27.53	1/17/2018	\$26.63	\$27.33
12/4/2017	\$26.78	\$27.50	1/18/2018	\$26.32	\$27.31
12/5/2017	\$26.78	\$27.47	1/19/2018	\$26.50	\$27.30
12/6/2017	\$26.92	\$27.45	1/22/2018	\$26.86	\$27.29
12/7/2017	\$27.07	\$27.43	1/23/2018	\$27.64	\$27.30
12/8/2017	\$27.59	\$27.44	1/24/2018	\$27.48	\$27.30
12/11/2017	\$27.54	\$27.44	1/25/2018	\$27.88	\$27.31
12/12/2017	\$27.58	\$27.45	1/26/2018	\$27.41	\$27.31
12/13/2017	\$27.91	\$27.46	1/29/2018	\$27.19	\$27.31

To the extent a Claimant had a trading gain or “broke even” from his, her, or its overall transactions in Omega shares during the Settlement Class Period, the value of the Recognized Loss will be zero and the Claimant will not be entitled to a share of the Net Settlement Fund. To the extent that a Claimant suffered a trading loss on his, her, or its overall transactions in Omega shares during the Settlement Class Period, but that trading loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the Claimant’s actual trading loss.²

For purposes of calculating your Recognized Loss, the date of purchase, acquisition or sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Omega shares shall not be deemed a purchase or acquisition of Omega shares for the calculation of an Authorized Claimant’s Recognized Loss. The covering purchase of a short sale is not an eligible purchase. Only publicly traded common shares are eligible purchases (Cusip number:681936100).

For purposes of calculating your Recognized Loss, all purchases, acquisitions and sales shall be matched on a First In First Out (“FIFO”) basis in chronological order. Therefore, on the Proof of Claim and Release Form enclosed with this Notice, you must provide all of your purchases and acquisitions of Omega common shares during the time period from February 8, 2017 through and including January 29, 2018.

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Defendants, Defendants’ Counsel, Lead Plaintiff, Lead Counsel, or the Claims Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant’s Proof of Claim and Release Form. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Settlement Fund, shall be released and discharged from any and all claims arising out of such involvement, and all Settlement Class Members, whether or not they are to receive payment from the Net Settlement Fund, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.

² In order to determine the Claimant’s overall trading loss, the Claims Administrator will calculate the total purchase cost of the Omega shares that the Claimant purchased during the Settlement Class Period, less the total amount received for any Omega shares that the Claimant sold between February 8, 2017 and including January 29, 2018, and less the value of any Omega shares the Claimant held at the close of trading on January 29, 2019 (which will be calculated with a value of \$27.31 per share). Any shares held at the beginning of the Settlement Class Period and sold during the Settlement Class Period are not included in the calculation of the overall trading loss.

9. How can I get a payment?

To qualify for a payment, you must send in a form entitled “Proof of Claim and Release Form.” This Proof of Claim and Release Form is attached to this Notice. You may also obtain a Proof of Claim and Release Form on the Internet at www.strategicclaims.net. Read the instructions carefully, fill out the form, sign it in the location indicated, and mail the claim form together with all documentation requested in the form, postmarked no later than _____, 2023, to the Claims Administrator:

Omega Healthcare Investors, Inc. Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

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

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

Unless you exclude yourself from the Settlement Class by the _____, 2023 deadline, you will remain a member of the Settlement Class and will be bound by the Releases of Claims against Defendants and other Released Defendant Parties if the Settlement is approved. That means you and all other Settlement Class Members and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates will release (agreeing never to sue, continue to sue, or be part of any other lawsuit), as against Defendants and other Released Defendant Parties, any and all Claims which arise out of, are based upon or relate in any way to the purchase or acquisition of Omega securities during the Settlement Class Period. It means that all of the Court's orders will apply to you and legally bind you. That means you will accept a share of the Net Settlement Fund as sole compensation for any losses you suffered in the purchase, acquisitions, sale or ownership of Omega securities during the Settlement Class Period. The specific terms of the release are included in the Stipulation.

11. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendants or other Released Defendant Parties on your own about the Claims being Released in this Settlement, then you must take steps to exclude yourself from the Settlement Class, as set forth in the Court's Preliminary Approval Order. Subject to the terms of the Preliminary Approval Order, in order to exclude yourself from the Settlement Class, you must mail a letter that (A) clearly indicates your name, address, phone number and e-mail contact information (if any) and states that you "request to be excluded from the Settlement Class in *In re Omega Healthcare Investors, Inc. Securities Litigation*, Case No. 1:17-cv-08983-NRB (S.D.N.Y.)," (B) states the date, number of securities and dollar amount of each Omega security purchase or acquisition during the Settlement Class Period, and any sale transactions, and (C) states the number of Omega securities held by you as of the close of trading on February 7, 2017. To be valid, such request for exclusion must be submitted

with documentary proof (i) of each purchase and, if applicable, sale transaction of Omega securities during the Settlement Class Period and (ii) demonstrating your status as a beneficial owner of the Omega securities. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request, to be received no later than _____, 2023, to the Claims Administrator at the following address:

Omega Healthcare Investors, Inc. Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063

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

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

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

No. Unless you followed the procedures to exclude yourself, as set forth in the Court's Preliminary Approval Order and outlined in the Notice, you give up any right to sue Defendants or other Released Defendant Parties for the Claims being Released in this Settlement. If you have a pending lawsuit related to any Released Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit.

13. Do I have a lawyer in this case?

The Court appointed The Rosen Law Firm, P.A. as Lead Counsel, to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for The Rosen Law Firm, P.A. is provided above.

14. How will the lawyers be paid?

Lead Counsel have expended considerable time litigating this action on a contingent fee basis, and have paid for the expenses of the case themselves. They have not been paid attorneys' fees or reimbursed for their expenses in advance of this Settlement. Lead Counsel have done so with the expectation that, if they are successful in recovering money for the Settlement Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Lead Counsel will receive attorneys' fees and reimbursement of out-of-pocket expenses only from the Settlement Fund and with Court approval. Therefore, Plaintiffs will file a motion asking the Court to make an award of attorneys' fees in an amount not to exceed one-third of the Settlement Amount, or ten million two hundred fifty thousand dollars (\$10,250,000), for reimbursement of reasonable litigation expenses not to exceed \$350,000 and an award to Plaintiffs in an amount not to exceed \$30,000 in the aggregate. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

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

You can tell the Court you object to the Settlement, any part of the Settlement, Lead Counsel's motion for attorneys' fees and expenses and application for award to Plaintiffs, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of *In re Omega Healthcare Investors, Inc. Securities Litigation*, Case No. 1:17-cv-08983-NRB (S.D.N.Y.). Be sure to include (1) your name, address, and telephone number, (2) a list of all purchases and sales of Omega securities during the Settlement Class Period to show membership in the Settlement Class, (3) all grounds for the objection, including any legal support known to you or your counsel, (4) the name, address and telephone number of all counsel, if any, who represent you, including your former or current counsel who may be entitled to compensation in connection with the objection, and (5) the number of times you and/or your counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the

Settlement Hearing is not necessary. Objectors wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Be sure to serve copies of any objections, papers and briefs to **each** of the addresses listed below, to be received no later than _____, 2023:

<p>Clerk of the Court United States District Court Southern District of New York</p> <p>500 Pearl Street New York, NY 10007</p>	<p>LEAD COUNSEL:</p> <p>Jacob A. Goldberg, Esq. Gonen Haklay, Esq. THE ROSEN LAW FIRM, P.A. 101 Greenwood, Suite 440 Jenkintown, Pennsylvania 19046</p>	<p>COUNSEL FOR DEFENDANTS OMEGA HEALTHCARE INVESTORS, INC., C. TAYLOR PICKETT, ROBERT O. STEPHENSON, AND DANIEL J. BOOTH:</p> <p>Eric Rieder, Esq. Chris LaRocco, Esq. Laith J. Hamdan, Esq. BRYAN CAVE LEIGHTON PAISNER LLP 1290 Avenue of the Americas New York, NY 10104</p>
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16. What is the difference between objecting and requesting exclusion?

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

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

The Court will hold a Settlement Hearing on _____, 2023, at _____ .m., at the United States District Court, Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 21A, New York, New York 10007.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Lead Counsel for attorneys' fees and expenses and how much to award Lead Plaintiff.

18. Do I have to come to the hearing?

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

19. What happens if I do nothing at all?

If you do nothing, then you will not receive a payment from the Settlement. Unless you exclude yourself pursuant to the instructions above, however, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Defendant Parties concerning the Released Claims (as defined in the Stipulation) ever again.

DATED: _____, 2023

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF NEW YORK