

Must be Postmarked
No Later Than
JANUARY 9, 2015

Omaha Police and Fire Retirement System v. LHC Group, Inc.

c/o GCG
P.O. Box 10075
Dublin, OH 43017-6675
Toll-Free: 1 (855) 382-6401

LHG



Control No:
Claim No:

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
City of Omaha Police and Fire Retirement Systems v.
LHC Group, Inc. and Keith Myers
No. 6:12-CV-01609-JTT-CMH

PROOF OF CLAIM AND RELEASE

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Please Type or Print

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IMPORTANT: Before Completing This Proof of Claim, Please Carefully
Read the Enclosed Instruction Sheet.

QUESTIONS? CALL TOLL-FREE 1 (855) 382-6401 OR VISIT WWW.LHCSECURITIESLITIGATION.COM

To view GCG's Privacy Notice, please visit <http://www.gcginc.com/privacy>

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity, and include all transactions made by that entity during the Class Period, regardless of how many accounts the transactions were made in (e.g., a Corporation with multiple brokerage accounts should include all transactions in LHC common stock on a single Proof of Claim form).

PART II - SCHEDULE OF TRANSACTIONS IN LHC COMMON STOCK

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B. PURCHASES/ACQUISITIONS: Purchases of LHC common stock made during the time period **July 30, 2008**, through and including **October 26, 2011**. If other than zero, must be documented:

Trade Date (s) (List Chronologically) Month/Day/Year			Number of Shares of Common Stock Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase/Acquisition Price (<u>excluding</u> commissions, transfer taxes or other fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

C. **SALES:** Sales of LHC common stock during the time **July 30, 2008**, through and including **October 26, 2011**, inclusive (if none, write "zero" or "0"). If other than zero, must be documented:

Trade Date (s) (List Chronologically) Month/Day/Year			Number of Shares of Common Stock Sold	Sale Price Per Share	Total Sale Price (<u>excluding</u> commissions, transfer taxes or other fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. PLEASE PHOTOCOPY THIS PAGE AND CHECK THIS BOX ☐

IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED



PART III - RELEASE AND SIGNATURE

YOU MUST READ THE RELEASE. YOUR SIGNATURE ON PAGE 5 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Western District of Louisiana, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases or sales of LHC common stock during the Class Period and know of no other person having done so on my (our) behalf.

DEFINITIONS

1. "Class" means all persons who purchased or otherwise acquired LHC Group, Inc. ("LHC" or the "Company") common stock between July 30, 2008 and October 26, 2011, inclusive. Excluded from the Class are Defendants, directors and officers of LHC and their families and affiliates.
2. "Defendants" means LHC and Keith Myers.
3. "Related Parties" means, with respect to each Defendant, past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, banks or investment banks, underwriters, associates, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, estates, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of any Defendants' immediate family, any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his family, and the heirs, successors and assigns of the foregoing.
4. "Stipulation" or "Stipulation of Settlement" is the Stipulation of Settlement dated as of June 16, 2014, entered into by the parties to the Litigation for the purpose of settling the Litigation.

RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge all Released Claims against each and all of the "Released Persons," defined as each and all of Defendants and each and all of their Related Parties.
2. "Released Claims" means any and all rights, demands, claims (including "Unknown Claims" as defined below), liabilities, suits, debts, obligations, damages, losses, judgments, matters, issues, and causes of action of every nature and description, in law or equity, whether accrued or unaccrued, fixed or contingent, liquidated or un-liquidated, matured or un-matured, known or unknown, discoverable or undiscoverable, concealed or hidden, disclosed or undisclosed, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, and whether class and/or individual in nature, that: (i) have been asserted in this Litigation or in the Amended Complaint ("AC") by the Lead Plaintiff or any Class Member against any of the Released Persons, or (ii) could have been asserted, or in the future could or might have been asserted, in this Litigation or any other forum whatsoever by the Lead Plaintiff or any Class Member against any of the Released Persons which arise out of, or are based upon or related in any way to, the allegations, transactions, facts, acts, events, disclosures, statements, matters or occurrences, representations or omissions involved in the Litigation, or are set forth or referred to in the AC, and that relate to the purchase, acquisition, holding, or sale of LHC common stock during the Class Period. "Released Claims" does not include claims to enforce the settlement. "Released Claims" also does not include the derivative claims asserted on behalf of the Company in *In re LHC Group Inc. Derivative Litigation*, Case No. 6:13-cv-02899-JTT-CMH (W.D. La.).
3. "Unknown Claims" means any Released Claims which Lead Plaintiff or any Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons which, if known by him, her, or it might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision not to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly waive and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

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

Lead Plaintiff shall expressly waive and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, and/or equivalent to California Civil Code §1542. Lead Plaintiff or any Class Member may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff shall expressly, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming



into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

4. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

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

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in LHC common stock which occurred during the Class Period as well as the number of shares of LHC common stock held by me (us) at the beginning of trading on July 30, 2008, and at the close of trading on October 26, 2011.

7. I (We) understand and intend that the signature below serves as the release of the Released Claims.

CERTIFICATION

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

Executed this _____ day of _____, in _____, _____.
(Month/Year) (City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Date)

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

(Signature of Joint Claimant, if any)

(Type or print name of Joint Claimant, if any)

(Date)

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

SUBSTITUTE FORM W-9

PART I

☐ Individual/Sole Proprietor ☐ Partnership ☐ Trust ☐ IRA
☐ Corporation ☐ Pension Plan ☐ Other

- For individuals, this is your Social Security Number (“SSN”).
- For sole proprietors, you must show your individual name, but you may also enter your business or “doing business as” name. You may enter either your SSN or your Employer Identification Number (“EIN”).
- For other entities, it is your EIN.

or

PART II

For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write
“Exempt” on the following line:

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PART III - CERTIFICATION

1. The number shown on this form is my correct TIN, and;
2. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Executed this _____ day of _____, in _____, _____.

(Month/Year) (City) (State/Country)

(Date)

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



ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you have questions, please contact the Claims Administrator toll-free at 1 (855) 382-6401.
7. If you move, please send us your new address:

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P.O. Box 10075
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