Official Office Use Only



## UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

Bristol County Retirement System v. Allscripts Healthcare Solutions, Inc., et al.,

No. 1:12-cv-03297

## **PROOF OF CLAIM AND RELEASE**

<u>Please Type or Print in the Boxes Below</u> Do <u>NOT</u> use Red Ink, Pencil, or Staples Must Be Postmarked or Received No Later than July 22, 2015





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#### PART II. SCHEDULE OF TRANSACTIONS IN ALLSCRIPTS COMMON STOCK A. Number of shares of Allscripts common stock held at the close of Proof Enclosed? trading on November 7, 2010: $\bigcirc$ Y $\bigcirc$ N B. Purchases of Allscripts common stock between November 8, 2010 and July 25, 2012, inclusive: **PURCHASES** -Total Purchase Price (Excluding Commissions, Taxes and Fees) Please Proof of **Number of Shares** Trade Date(s) of Shares round off to the nearest Purchase (List Chronologically) Purchased whole dollar Enclosed? Υ Υ M M D D Υ 1. 00 2 00 00 00 5. 00

IMPORTANT: If any purchase listed covered a "short sale," please mark Yes: O Yes

C. Sales of Allscripts common stock between November 8, 2010 and July 25, 2012, inclusive:

Trade Date(s) of Shares (List Chronologically)	Number of Shares Sold	Total Sales Price (Excluding Commissions, Taxes and Fees) Please round off to the nearest whole dollar	Proof of Sales Enclosed?		
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3/		\$	00 ON		
4/		\$	00 OY		
5/		\$	00 ON		

E. Number of shares of Allscripts common stock held at the close of trading on July 25, 2012:

D. Number of shares of Allscripts common stock held

at the close of trading on April 26, 2012:

Proof Enclosed?

Proof Enclosed?

 $\bigcirc$ Y  $\bigcirc$ N

IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE.
SIGN AND PRINT YOUR NAME ON EACH ADDITIONAL PAGE.

YOUR SIGNATURE ON PAGE 6 WILL CONSTITUTE YOUR ACKNOWLEDGEMENT OF THE RELEASE.



#### III. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Settlement Agreement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of Illinois 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 am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. 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 in connection with the purchase of Allscripts common stock and know of no other person having done so on my (our) behalf.

### IV. RELEASE

- 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the Released Persons as provided in the Settlement Agreement.
- 2. "Related Persons" means, with respect to the Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and all of their respective present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents, spouses, associates, and assigns of each of them or any trust of which any Defendant and/or their Related Persons is the settlor or which is for the benefit of any Defendant and/or their Related Persons and/or member(s) of his or her family and any entity in which any such Defendant and/or their Related Persons has a controlling interest.
- 3. "Released Claims" means any and all claims, causes of action, rights, actions, suits, obligations, debts, demands, judgments, agreements, promises, liabilities, damages, losses, controversies, costs, expenses or attorney fees, of every nature and description whatsoever that were, may have been, or could have been asserted in the Action and whether direct or indirect, now known or unknown, suspected or unsuspected, accrued or unaccrued, in law or in equity whether having arisen or yet to arise, including, without limitation, any claims of violations of federal or state securities laws and any federal or state claims of fraud, intentional misrepresentation, negligent misrepresentation, negligence, gross negligence, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations (including "Unknown Claims" as defined below), that have been or could have been alleged or asserted now or in the future by the Lead Plaintiffs or any Class Member against the Defendants or any of them or any of the Released Persons in this Action or in any other court action or before any administrative body, tribunal, arbitration panel, or other adjudicatory body, arising out of, relating to, or in connection with: (a) both a Class Member's legal or beneficial acquisition of Allscripts common stock during the Class Period and the acts, facts, transactions, events, occurrences, disclosures, statements, omissions, or failures to act that were alleged, may have been alleged, or could have been alleged in the Action; or (b) any claims relating to the institution, prosecution, assertion, settlement, or resolution of the Action.
  - 4. "Released Persons" means each and all of Defendants and each and all of their Related Persons.
- 5. "Unknown Claims" means any Released Claims which Lead Plaintiffs or any Class Member do 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 Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law 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 Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. Lead Plaintiffs and Class Members 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 Plaintiffs 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 that 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, whether or not previously or currently asserted in any action. Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and an essential term of the Settlement of which this release is a part.



- 6. This release shall be of no force or effect unless and until the Court approves the Settlement Agreement and the Settlement becomes effective on the Effective Date.
- 7. 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.
- 8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases and sales of Allscripts common stock between November 8, 2010 and July 25, 2012, inclusive, and the number of shares of Allscripts common stock held by me (us) at the close of trading on November 7, 2010, April 26, 2012, and July 25, 2012.

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	(Month/Year)	in (City/State/Country)	
(Sign your name here)		(Sign your name here)	
(Type or print your name here)	<del></del>	(Type or print your name here)	
(Capacity of person(s) signing, e.g., Beneficial Purchaser, Executor or Administrator	)	(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. If this claim is being made on behalf of Joint Claimants, then both must sign.
- 3. Remember to attach copies of supporting documentation, if available.
- 4. Do not send originals of certificates.
- 5. Keep a copy of your claim form and all supporting documentation for your records.
- If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
- If you move, please send your new address to the address below.
- 8. **Do not use red pen or highlighter** on the Proof of Claim and Release form or supporting documentation.

THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE OR, IF MAILED, POSTMARKED NO LATER THAN JULY 22, 2015, ADDRESSED AS FOLLOWS:

Allscripts Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
www.allscriptssecuritieslitigation.com

