

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

ROBERT F. BACH, et al.,

Plaintiffs,

v.

AMEDISYS, INC., et al.,

Defendants.

Consolidated Securities Class Action

Civil Action No. 10-00395-BAJ-RB

Consolidated With:

No. 10-464-BAJ-RB

No. 10-470-BAJ-RB

No. 10-497-BAJ-RB

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of August 4, 2017 (the “Stipulation”) is entered into between (i) the Public Employees’ Retirement System of Mississippi and the Puerto Rico Teachers’ Retirement System (“Lead Plaintiffs”), on behalf of themselves and the other members of the Settlement Class (defined below); and (ii) Defendants Amedisys, Inc. (“Amedisys”), Wendy Stabiler Borne as the Independent Executrix of the Succession of William F. Borne, Jeffrey D. Jeter, Dale E. Redman, Larry R. Graham, Alice Ann Schwartz, Gregory Browne and John F. Giblin (the “Defendants,” and together with Lead Plaintiffs, the “Parties”), by and through their respective undersigned counsel, and embodies the terms and conditions of the proposed Settlement between the Parties reached in the above-captioned action (the “Action”). Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally and forever compromise, settle, release, resolve, and dismiss with prejudice all claims asserted in the Action.¹

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶1 herein.

WHEREAS:

A. On June 10, 2010, the Action was commenced with the filing of a securities class action complaint in the United States District Court for the Middle District of Louisiana, styled *Robert F. Bach and Diane M. Bach v. Amedisys, Inc., William F. Borne, and Dale E. Redman*, Case No. 1:10-cv-00395.

B. By Order dated October 21, 2010, the Court appointed the Public Employees' Retirement System of Mississippi and the Puerto Rico Teachers' Retirement System as Lead Plaintiffs for the Action and approved Lead Plaintiffs' selection of Bernstein Litowitz Berger & Grossmann LLP and Wolf Popper LLP as Lead Counsel, and Richard Ieyoub, Esq. as Liaison Counsel.

C. On January 18, 2011, Lead Plaintiffs filed their Consolidated Securities Class Action Complaint (the "Consolidated Complaint") asserting claims against all Defendants under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder, and against the Individual Defendants under Section 20(a) of the Exchange Act. The Consolidated Complaint alleged, among other things, that Defendants issued materially false and misleading public statements that misrepresented Amedisys's compliance with Medicare regulations, and failed to disclose that Amedisys's reported revenues, earnings and earnings per share were materially inflated by fraudulent Medicare billing practices from August 2, 2005 through and including September 28, 2010. The Consolidated Complaint further alleged that the price of Amedisys's stock price was artificially inflated as a result of Defendants' allegedly false and misleading statements and omissions, and declined when the truth was revealed. On March 21, 2011, Defendants moved to dismiss the Consolidated Complaint pursuant to Fed. R.

Civ. P. 12(b)(6) for failure to state a claim for securities fraud. Lead Plaintiffs opposed that motion on May 3, 2011, and Defendants filed a reply in support of their motion on May 31, 2011.

D. On June 28, 2012, the Court granted Defendants' motion to dismiss the Consolidated Complaint for failure to adequately allege loss causation.

E. On July 26, 2012, Lead Plaintiffs filed a Motion for Reconsideration of the Court's Opinion and Order Dismissing the Consolidated Complaint and on August 29, 2012, Defendants opposed the Motion for Reconsideration. On April 9, 2013, the Court denied Plaintiffs' Motion for Reconsideration.

F. On May 3, 2013, Plaintiffs filed a Notice of Appeal to the U.S. Court of Appeals for the Fifth Circuit from the Court's Orders dated June 28, 2012 and April 9, 2013. On October 2, 2014, the Fifth Circuit unanimously reversed and vacated the District Court's Order. *See Pub. Employees' Ret. Sys. of Miss. v. Amedisys, Inc.*, 769 F.3d 313 (5th Cir. 2014). The Fifth Circuit held that Plaintiffs adequately pled loss causation. Defendants subsequently petitioned the U.S. Supreme Court for writ of certiorari and the Supreme Court denied Defendants' petition. *See Amedisys, Inc. v. Pub. Employees' Ret. Sys. of Miss.*, 135 S. Ct. 2892 (2015).

G. On remand, on September 30, 2015, over Defendants' opposition, the District Court granted Plaintiffs' motion for leave to file an amended complaint and, that day, Plaintiffs filed the First Amended Consolidated Securities Class Action Complaint (the "Complaint" or "Amended Complaint") on behalf of purchasers of Amedisys securities during the period from August 2, 2005 through September 30, 2011, inclusive.

H. On December 15, 2015, Defendants again moved to dismiss the Amended Complaint, challenging the elements of falsity and scienter. On January 29, 2016, Lead Plaintiffs opposed Defendants' motions to dismiss.

I. On June 21, 2016, with Defendants' motions to dismiss *sub judice*, the parties held a mediation before the Hon. Daniel Weinstein (ret.) in an attempt to resolve the Action. That mediation was unsuccessful.

J. On August 19, 2016, the Court denied Defendants' motions to dismiss in part and granted them in part. The Court sustained Lead Plaintiffs' §10(b) claims against Defendants Amedisys, Borne, and Jeter, and sustained the §20(a) claims against Defendants Borne, Jeter, Schwartz, Redman, and Graham. The Court dismissed with prejudice the §10(b) claims against Defendants Graham, Redman, Giblin, Browne, and Schwartz and dismissed with prejudice the §20(a) claims against Defendants Giblin and Browne.

K. Discovery was stayed pending the Court's denial of Defendants' motion to dismiss. Subsequent to the Court's August 19, 2016 decision, the parties exchanged initial disclosures and served and responded to requests for production of documents and interrogatories and commenced document production. Defendants began to produce documents that they previously produced to the SEC, DOJ and Senate Finance Committee and began collecting and producing to Lead Plaintiffs documents responsive to Lead Plaintiffs' document requests that Defendants had not already produced in connection with the government investigations. Lead Plaintiffs also commenced third-party discovery and issued Freedom of Information Act requests to the DOJ and SEC.

L. On March 23, 2017, Magistrate Judge Bourgeois held a scheduling conference to discuss the parties' competing schedules. On May 24, 2017, the Court entered a Scheduling Order, which directed, among other things, that briefing on Lead Plaintiffs' motion for class certification be completed by October 27, 2017; a hearing on Lead Plaintiffs' motion for class certification be

conducted on November 9, 2017; and that document production related to general fact discovery be substantially completed by October 19, 2017.

M. On June 12, 2017, the Parties participated in a subsequent mediation with the Hon. Layn R. Phillips, a former United States District Judge. After a full day of arm's-length negotiations and discussions with Judge Phillips, and based on a mediator's proposal by Judge Phillips, the Parties reached an agreement in principle to settle the Action that was memorialized in a term sheet executed on June 12, 2017 (the "Term Sheet"). The Term Sheet sets forth, among other things, the Parties' agreement to settle and release all claims asserted in the Action in return for a cash payment of \$43,750,000.00, to be paid by or on behalf of Defendants for the benefit of the Settlement Class. No Individual Defendant shall be personally responsible for funding any portion of the Settlement Amount.

N. At the time the settlement was reached, Lead Plaintiffs were in the process of working with their market efficiency expert concerning his expert report on class certification issues, which was due to be served on June 19, 2017.

O. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement between the Parties.

P. Based upon their investigation, prosecution and mediation of the case, Lead Plaintiffs and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to Lead Plaintiffs and the other members of the Settlement Class, and in their best interests. Based on Lead Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, Lead Plaintiffs have agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the substantial financial benefit that Lead Plaintiffs and the

other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

Q. This Stipulation constitutes a compromise of matters that are in dispute between the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that Lead Plaintiffs have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Lead Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit. Each of the Parties recognizes and acknowledges, however, that the Action has been initiated, filed and prosecuted by Lead Plaintiffs in good faith and defended by Defendants in good faith, that the Action is being voluntarily settled with the advice of counsel, and that the terms of the Settlement are fair, adequate and reasonable.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiffs (individually and on behalf of all other members of the Settlement Class) and Defendants (by and through their respective undersigned attorneys) that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties from the Settlement, the Action shall be fully and finally dismissed with prejudice and all Released Plaintiffs' Claims as against the Defendants' Releasees and all Released

Defendants' Claims as against the Plaintiffs' Releasees shall be settled and released, upon and subject to the terms and conditions set forth below.

DEFINITIONS

1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) "Action" means the securities class action in the matter styled *Robert F. Bach, et al. v. Amedisys, Inc. et al.*, Case No. 10-00395-BAJ-RB (M.D. La).

(b) "Amedisys" or the "Company" means Amedisys, Inc.

(c) "Authorized Claimant" means a Settlement Class Member who submits a Proof of Claim Form to the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

(d) "Claim" means a Proof of Claim Form submitted to the Claims Administrator.

(e) "Claim Form" or "Proof of Claim Form" means the form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, that a Claimant or Settlement Class Member must complete and submit should that Claimant or Settlement Class Member seek to share in a distribution of the Net Settlement Fund.

(f) "Claimant" means a person or entity who or which submits a Claim Form to the Claims Administrator seeking to be eligible to share in the proceeds of the Settlement Fund.

(g) "Claims Administrator" means the firm retained by Lead Plaintiffs and Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Settlement Class Members and to administer the Settlement.

(h) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

(i) “Complaint” or “Amended Complaint” means the First Amended Consolidated Securities Class Action Complaint filed by Lead Plaintiffs in the Action on September 30, 2015.

(j) “Court” means the United States District Court for the Middle District of Louisiana.

(k) “Defendants” means Amedisys and the Individual Defendants.

(l) “Defendants’ Counsel” means the law firms Jones Day, Kantrow Spaht, Weaver & Blitzer (APLC), and Phelps Dunbar LLP.

(m) “Defendants’ Releasees” means Defendants and their respective current and former Officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, Immediate Family members, insurers and reinsurers, accountants, and attorneys, in their capacities as such.

(n) “Effective Date” with respect to the Settlement means the first date by which all of the events and conditions subsequent specified in ¶ 34 of this Stipulation have been met and have occurred or have been waived.

(o) “Escrow Account” means an account maintained at Valley National Bank – wherein the Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.

(p) “Escrow Agent” means Valley National Bank.

(q) “Escrow Agreement” means the agreement between Lead Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

(r) “Final,” with respect to the Judgment or any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys’ fees, costs or expenses, or (ii) the plan of allocation of the Net Settlement Fund (as submitted or subsequently modified), shall not in any way constitute grounds for cancellation or termination of the Settlement, affect its terms, or affect or delay the date on which the Judgment becomes Final.

(s) “Immediate Family” means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

(t) “Individual Defendants” means Wendy Stabiler Borne as the Independent Executrix of the Succession of William F. Borne, Jeffrey D. Jeter, Dale E. Redman, Larry R. Graham, Alice Ann Schwartz, Gregory Browne, and John F. Giblin.

(u) “Judgment” means the final judgment, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

(v) “Lead Counsel” means the law firms Bernstein Litowitz Berger & Grossmann LLP and Wolf Popper LLP.

(w) “Litigation Expenses” means costs and expenses incurred in connection with commencing, prosecuting and settling the Action (which may include the costs and expenses of Lead Plaintiffs directly related to their representation of the Settlement Class), for which Lead Counsel intend to apply to the Court for reimbursement from the Settlement Fund.

(x) “Local Counsel” means Ieyoub Law Firm, LLC.

(y) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; and (iv) any attorneys’ fees awarded by the Court.

(z) “Notice” means the Notice of (I) Pendency of Class Action and Certification of Settlement Class; (II) Proposed Settlement; (III) Settlement Hearing; and (IV) Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed to Settlement Class Members.

(aa) “Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims Administrator and/or Lead Counsel in connection with: (i) providing notice to the Settlement Class; and (ii) administering the Settlement, including but not limited to the Claims process, as well as the costs, fees and expenses incurred in connection with the Escrow Account.

(bb) “Officer” means any officer as that term is defined in Securities and Exchange Act Rule 16a-1(f).

(cc) “Parties” means Defendants and Lead Plaintiffs, on behalf of themselves and the Settlement Class.

(dd) “Plaintiffs’ Counsel” means Lead Counsel, Local Counsel, and all other legal counsel who, at the direction and under the supervision of Lead Counsel, performed services on behalf of the Settlement Class in the Action.

(ee) “Plaintiffs’ Releasees” means Lead Plaintiffs and their attorneys, including Plaintiffs’ Counsel, and all other Settlement Class Members, and their respective current and former Officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, Immediate Family members, insurers and reinsurers, accountants, and attorneys, in their capacities as such.

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

(gg) “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Settlement Class.

(hh) “Released Claims” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.

(ii) “Released Defendants’ Claims” means any and all claims or causes of action of every nature and description (including “Unknown Claims”), whether arising under federal, state, common or foreign law, that arise out of, are based upon, or relate in any way to the institution, prosecution, or settlement of the claims against Defendants, except for claims relating to the enforcement of the Settlement.

(jj) “Released Plaintiffs’ Claims” means any and all claims (including “Unknown Claims”), debts, disputes, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, not limited to, any claims of interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether individual or class in nature, whether arising under federal or state statutory or common law or any other law, rule or regulation, whether foreign or domestic, that Lead Plaintiffs or the Settlement Class: (1) alleged in any complaint filed in the Action, or (2) could have asserted in any forum that arise out of, are based upon, or are related to the facts, allegations, transactions, matters, events, disclosures, non-disclosures, occurrences, representations, statements, acts or omissions or failures to act involved, set forth, or referred to in any complaint filed in the Action and that relate to the purchase of Amedisys common stock during the Settlement Class Period, or that otherwise would have been barred by *res judicata* had the Action been fully litigated to a final judgment. “Released Plaintiffs’ Claims” do not include any claims to enforce the Settlement.

(kk) “Releasee(s)” means each and any of the Defendants’ Releasees and each and any of the Plaintiffs’ Releasees.

(ll) “Releases” means the releases set forth in ¶¶ 5-6 of this Stipulation.

(mm) “Settlement” means the settlement between Lead Plaintiffs and Defendants on the terms and conditions set forth in this Stipulation.

(nn) “Settlement Amount” means \$43,750,000.00 in cash, to be paid by or on behalf of Defendants. No Individual Defendant shall be personally responsible for funding any portion of the Settlement Amount.

(oo) “Settlement Class” means all persons and entities who or which purchased the publicly traded common stock of Amedisys during the period from August 2, 2005 through September 30, 2011, inclusive (the “Settlement Class Period”), and were damaged thereby. Excluded from the Settlement Class are (i) Defendants, and all current and former officers and directors of Amedisys; (ii) members of the Immediate Family and household members of any such person excluded under (i); (iii) any entities affiliated with, controlled by, or more than 5% owned by, any person excluded under (i) and (ii); (iv) any parent, subsidiary or affiliate of Amedisys, including the Amedisys, Inc. 401(k) Plan; and (v) the legal representatives, heirs, successors, or assigns of any person excluded under (i) through (iv).

(pp) “Settlement Class Member” means each person and entity who or which is a member of the Settlement Class.

(qq) “Settlement Class Period” means the period from August 2, 2005 through September 30, 2011, inclusive.

(rr) “Settlement Fund” means the Settlement Amount plus any and all interest earned thereon.

(ss) “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(tt) “Summary Notice” means the Summary Notice of (I) Pendency of Class Action and Certification of Settlement Class; (II) Proposed Settlement; (III) Settlement Hearing; and (IV) Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses,

substantially in the form attached hereto as Exhibit 3 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(uu) “Taxes” means: (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the expenses and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

(vv) “Unknown Claims” means any Released Plaintiffs’ Claims which any Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, Lead Plaintiffs and Defendants stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims 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 and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

CLASS CERTIFICATION

2. Solely for purposes of the Settlement and for no other purpose, Defendants stipulate and agree to: (a) certification of the Action as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class; (b) certification of Lead Plaintiffs as Class Representatives for the Settlement Class; and (c) appointment of Lead Counsel as Class Counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. In the event that the Judgment does not become Final or the Settlement fails to become effective for any reason, the Parties reserve all their rights on all issues, including class certification.

PRELIMINARY APPROVAL OF SETTLEMENT

3. Within ten (10) business days following the execution of this Stipulation, Lead Plaintiffs will move for preliminary approval of the Settlement, certification of the Settlement Class for settlement purposes only, and the scheduling of a hearing for consideration of final approval of the Settlement, which motion shall be unopposed by Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiffs shall apply to the Court for, and Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

RELEASE OF CLAIMS

4. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final dismissal with prejudice of the Action; and (ii) the Releases provided for herein.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees, including appeal of the prior dismissal of any Individual Defendant from the Action.

6. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendants' Claim against Lead Plaintiffs and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees. This release shall not apply to any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

7. Notwithstanding ¶¶ 5-6 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

THE SETTLEMENT CONSIDERATION

8. In consideration of the settlement of the Released Plaintiffs' Claims against Defendants and the Defendants' Releasees, Defendants shall cause to be delivered by wire or check the Settlement Amount for deposit into the Escrow Account within fifteen (15) business days following the Court's entry of an order granting preliminary approval of the Settlement. Before Defendants cause the Settlement Amount to be deposited, Lead Counsel shall provide complete W-9 and wire transfer and check payment instructions (including contact information and a physical address for the recipient of the Settlement Amount) to Defendants at least fifteen (15) business days prior to the date of such payment. As of the time that the Settlement Amount is deposited into the Escrow Account, Defendants and Defendants' insurance carriers shall no longer have any interest in the Escrow Account except for a contingent interest in the event that the condition subsequent of the occurrence of the Effective Date of the Settlement does not occur.

9. Upon the payment of the Settlement Amount in accordance with ¶ 8 above and the entry of the Judgment, all material obligations under the Stipulation of Lead Plaintiffs, on the one hand, and Defendants, on the other hand, shall be deemed performed. Any further effort or responsibility pursuant to the Stipulation to defend against any appeal or proceeding seeking judicial review of the Judgment shall not render this Settlement executory as that term is interpreted to mean under 11 U.S.C. § 365. Immediately following the entry of the Judgment, the Settlement Fund in the Escrow Account shall vest in the Settlement Class. The Settlement Fund in the Escrow Account: (i) shall not be further depleted or transferred pending the condition subsequent of the occurrence of the Effective Date, except as provided herein to pay Notice and Administration Costs, Taxes, and Court-ordered attorneys' fees and Litigation Expenses; and (ii) shall be subject to return only if the condition subsequent of the Effective Date occurring does not

occur. Defendants and Defendants' insurance carriers shall have no other interest in the Escrow Account except for the contingent interest described above in the event that the Effective Date does not subsequently occur.

USE OF SETTLEMENT FUND

10. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; and (d) any attorneys' fees awarded by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 20-32 below.

11. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

12. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Defendants' Releasees shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

13. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid by the Escrow Agent pursuant to the disbursement instructions to be set forth in the Escrow Agreement, and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendants' Releasees shall have no responsibility or liability for the acts or omissions of Lead Counsel or its agents with respect to the payment of Taxes, as described herein. The Settlement Fund shall indemnify and hold each of the Defendants'

Releasees harmless for Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

14. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Defendants' Releasee, insurance carrier, or any other person or entity who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Claim Forms submitted, the collective amount of Recognized Claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

15. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred up to the sum of \$400,000. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice, administering the Settlement (including processing the submitted Claims), and the fees, if any, of the Escrow Agent. Prior to the Effective Date, all such Notice and Administration Costs in excess of \$400,000 shall only be paid from the Settlement Fund with prior approval of the Court, up to the sum of \$600,000. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs incurred, paid or payable, including any related fees, shall not be returned or repaid to Defendants, their insurance carriers, any of the other Defendants' Releasees, or any other person or entity who or which paid any portion of the Settlement Amount.

ATTORNEYS' FEES AND LITIGATION EXPENSES

16. Lead Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel to be paid from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for reimbursement of Litigation Expenses, which may include a request for reimbursement of Lead Plaintiffs' costs and expenses directly related to their representation of the Settlement Class, to be paid from (and out of) the Settlement Fund. Lead Counsel's application for an award of attorneys' fees and/or Litigation Expenses is not the subject of any agreement between Defendants and Lead Plaintiffs other than what is set forth in this Stipulation.

17. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Lead Counsel immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Lead Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or reversing the award has become Final. Lead Counsel shall make the appropriate refund or repayment in full no later than fifteen (15) days after: (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the award of attorneys' fees and/or Litigation Expenses has become Final. An award of attorneys' fees and/or Litigation Expenses to Plaintiffs' Counsel is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Lead Plaintiffs nor Lead Counsel may cancel or terminate

the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses.

18. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner that they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution and settlement of the Action. Defendants' Releasees shall have no responsibility for or liability whatsoever with respect to the allocation or award of attorneys' fees or Litigation Expenses.

19. The attorneys' fees and Litigation Expenses that are awarded to Plaintiffs' Counsel shall be payable solely from the Escrow Account.

NOTICE AND SETTLEMENT ADMINISTRATION

20. As part of the Preliminary Approval Order, Lead Plaintiffs shall seek appointment of a Claims Administrator. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing and approving or denying Claims, under Lead Counsel's supervision and subject to the jurisdiction of the Court. Other than Amedisys's obligation to provide its shareholder records as provided in ¶ 21 below, neither Defendants, nor any other Defendants' Releasees, shall have any involvement in or any responsibility, authority or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Lead Plaintiffs, any other Settlement Class Members or Lead Counsel in connection with the foregoing. Defendants and Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

21. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Lead Counsel shall cause the Claims Administrator to mail the Notice and Proof of Claim Form to those members of the Settlement Class as may be identified through reasonable effort. Lead Counsel shall also cause the Claims Administrator to have the Summary Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court. For the purposes of identifying and providing notice to the Settlement Class, within five (5) business days of the date of entry of the Preliminary Approval Order, Amedisys shall provide or cause to be provided to the Claims Administrator in electronic format, such as Excel (at no cost to the Settlement Fund, Lead Counsel or the Claims Administrator), data from shareholder transfer records containing the names and addresses of record holders who purchased Amedisys common stock during the Settlement Class Period.

22. Defendants shall no later than ten (10) calendar days following the filing of this Stipulation with the Court serve upon the appropriate state official of each state in which a Settlement Class Member resides and the Attorney General of the United States a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.* (“CAFA”). Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice. At least fourteen (14) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with CAFA § 1715(b).

23. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim compared to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation

set forth in the Notice attached hereto as Exhibit 1 to Exhibit A, or in such other plan of allocation as the Court approves).

24. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiffs and Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Defendants' Releasees shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action. No Defendant, or any other Defendants' Releasees, shall have any involvement with or liability, obligation or responsibility whatsoever for the application of the Court-approved plan of allocation.

25. Any Settlement Class Member who does not submit a valid Claim Form will not be entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and Settlement, including the terms of the Judgment to be entered in the Action and the releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Defendants' Releasees with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with respect to the Settlement.

26. Lead Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Defendant, or any other Defendants' Releasees, shall be permitted to review, contest or object to any Claim Form, or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any Claim for payment by a Settlement Class Member. Lead Counsel shall

have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Claim Forms submitted in the interests of achieving substantial justice.

27. 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 Claim Form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, 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 Claim Forms must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice. Any Settlement Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court such Settlement Class Member's Claim Form is 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 the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Defendants' Releasees with respect to any Released Plaintiffs' Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

(c) Each Claim Form shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the plan of allocation

the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, 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; and

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, 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.

28. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided, however, that such investigation and discovery shall be limited to that Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claim Forms.

29. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

30. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Settlement Class Members. All Settlement Class Members whose Claims are not approved by the Court for payment 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 this Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Defendants' Releasees with respect to any and all of the Released Plaintiffs' Claims.

31. No person or entity shall have any claim against Lead Plaintiffs, Lead Counsel, the Claims Administrator or any other agent designated by Lead Counsel, or the Defendants' Releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Lead Plaintiffs and Defendants, and their respective counsel, and Lead Plaintiffs' damages expert and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims

Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

32. All proceedings with respect to the administration, processing and determination of Claims 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. All Settlement Class Members and Parties expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

TERMS OF THE JUDGMENT

33. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

34. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

(a) the Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 3 above;

(b) the Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 8 above;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation (including the Supplemental Agreement described in ¶ 38 below);

(d) Lead Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation; and

(e) the Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment and the Judgment has become Final; and

(f) The Action has been fully and finally dismissed with prejudice.

35. Upon the occurrence of all of the events referenced in ¶ 34 above, any and all remaining interest or right, if any, of any Defendant, Defendants' Releasee, insurance carrier, or any other person or entity who or which funded the Settlement Amount in or to the Settlement Fund, shall be absolutely and forever extinguished and the Releases herein shall be automatically effective and no further action need be taken by any such parties.

36. If (i) Defendants exercise their right to terminate the Settlement as provided in this Stipulation; (ii) Lead Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated.

(b) The Parties shall revert to their respective litigation positions in the Action as of immediately prior to the execution of the Term Sheet on June 12, 2017, and the Parties shall negotiate in good faith a proposed new scheduling order for the Action.

(c) The terms and provisions of this Stipulation, with the exception of this ¶ 36 and ¶¶ 15, 17, 39 and 58, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment, or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.

(d) Within five (5) business days after joint written notification of termination is sent by Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon and any funds received by Lead Counsel consistent with ¶ 17 above), less any Notice and Administration Costs actually incurred, paid or payable and less any Taxes paid, due or owing, shall be refunded by the Escrow Agent to Amedisys and Defendants' insurance carriers in accordance with their respective payments into the Settlement Fund as respects exhaustion requirements among them, the instructions regarding same to be communicated to the Escrow Agent in writing by Defendants' Counsel. In the event that the funds received by Lead Counsel consistent with ¶ 17 above have not been refunded to the Settlement Fund within the five (5) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Amedisys and Defendants' insurance carriers immediately upon their deposit into the Escrow Account consistent with ¶ 17 above. At the request of Defendants' Counsel, Lead Counsel or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds within five (5) business days of receipt of such proceeds, after deduction of any fees or expenses incurred in connection with such application for a tax refund, to Amedisys or Defendants' insurance carriers in accordance with written instructions from Defendants' Counsel. Notwithstanding any of the foregoing in this ¶ 36(d), the repayment obligations of the Escrow Agent and Lead Counsel pursuant to this paragraph shall not be triggered until receipt of the written repayment instructions from Defendants' Counsel.

37. It is further stipulated and agreed that Defendants, collectively, and Lead Plaintiffs shall each have, in their respective sole and absolute discretion, the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to the other Parties within thirty (30) days of: (a) the Court's final refusal to enter the

Preliminary Approval Order in any material respect; (b) the Court's final refusal to approve the Settlement or any material part thereof; (c) the Court's final refusal to enter the Judgment in any material respect as to the Settlement; (d) the Court's final refusal to dismiss the Action with prejudice; or (e) the date upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Fifth Circuit or the United States Supreme Court, and the provisions of ¶ 36 above shall apply. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys' fees or reimbursement of Litigation Expenses or with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of any Judgment and shall not be grounds for termination of the Settlement.

38. In addition to the grounds set forth in ¶ 37 above, Defendants, collectively, shall have, in their sole and absolute discretion, the unilateral right to terminate the Settlement in the event that Settlement Class Members timely and validly requesting exclusion from the Settlement Class meet the conditions set forth in Defendants' confidential supplemental agreement with Lead Plaintiffs (the "Supplemental Agreement"), in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and exhibits hereto, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless and until the Court otherwise directs or a dispute arises between the Parties concerning its interpretation or application, in which event the Parties shall submit the Supplemental Agreement to the Court for *in camera* review.

NO ADMISSION OF WRONGDOING

39. Neither the Term Sheet, this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Term Sheet and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees or in any way referred to for any other reason as against any of the Defendants' Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the

Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(c) shall be offered or construed as evidence that a class should or should not be certified in the Action if the Settlement is not consummated; or

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

MISCELLANEOUS PROVISIONS

40. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. 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.

41. Defendants warrant that, as to the payments made or to be made by Amedisys or their insurance carriers on behalf of them, at the time of entering into this Stipulation and at the time of such payment they, or to their knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

42. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by any persons or entities to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by the Defendants or others, then, at the election of Lead Plaintiffs, Lead Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of the Defendants and the other Releasees pursuant to this Stipulation, in which event the releases and Judgment shall be null and void, and the Parties shall revert to their respective litigation positions in the Action as provided in ¶ 36 above and any cash amounts in the Settlement Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid or payable) shall be returned as provided in ¶ 36 above.

43. The Parties and their respective counsel agree not to assert in any forum that this Action was brought or prosecuted by Lead Plaintiffs or defended by Defendants in bad faith and shall not make any accusations of wrongful or actionable conduct by any party concerning the prosecution, defense, and resolution of the Action. The Parties and their respective counsel confirm that all parties and their counsel have complied in all respects with Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or settlement of this Action, and no party or their counsel shall assert any claims of any violation of Rule 11 in connection therewith. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Parties, including through a mediation process supervised and conducted by Judge Phillips.

44. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of Lead Plaintiffs (or their successor(s)-in-interest), and Defendants (or their successor(s)-in-interest).

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

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

47. 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.

48. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among Lead Plaintiffs and Defendants concerning the Settlement and this Stipulation and its exhibits. All parties hereto acknowledge that no other agreements, representations, warranties, or inducements have been made by any party concerning this Stipulation, its exhibits or the Supplemental Agreement other than those contained and memorialized in such documents.

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

50. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees, and any corporation, partnership, or other entity into or with which any Party or Releasee may merge, consolidate or reorganize.

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

52. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

53. This Stipulation and/or any term(s) hereof 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 between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

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

55. Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

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

If to Lead Plaintiffs or Lead Counsel: Bernstein Litowitz Berger & Grossmann LLP
Attn: John C. Browne, Esq.
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 554-1400
Email: johnb@blbglaw.com

Wolf Popper LLP
Attn: Robert C. Finkel, Esq.
845 Third Avenue
New York, NY 10022
Telephone: (212) 759-4600
Email: rfinkel@wolffpopper.com

If to Defendants: Jones Day
Attn: N. Scott Fletcher, Esq.
711 Texas Street, Suite 3300
Houston, TX 77002
Telephone: (832) 239-3939
Email: sfletcher@jonesday.com

Phelps Dunbar LLP
Attn: Paul LeBlanc, Esq.
II City Plaza
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-4412
Telephone: 225-356-0285
Email: paul.leblanc@phelps.com

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

58. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use

their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings in connection with the Stipulation confidential.

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

60. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed,
by their duly authorized attorneys, as of August 4, 2017.

**BERNSTEIN LITOWITZ BERGER &
GROSSMANN LLP**

By: 

Max W. Berger

John C. Browne

1251 Avenue of the Americas

New York, NY 10020

Telephone: (212) 554-1400

Facsimile: (212) 554-1444

Email: mwb@blbglaw.com

Email: jcbrowne@blbglaw.com

*Counsel for Lead Plaintiff Public Employees'
Retirement System of Mississippi and Lead
Counsel for the Settlement Class*

and

WOLF POPPER LLP

By: 

Robert C. Finkel

845 Third Avenue

New York, NY 10022

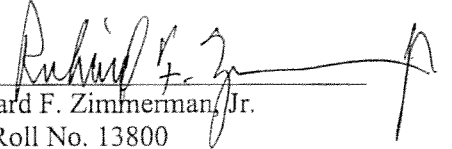
Telephone: (212) 759-4600

Facsimile: (212) 486-2093

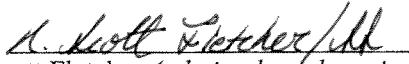
Email: rfinkel@wolfpopper.com

*Counsel for Lead Plaintiff Puerto Rico
Teachers' Retirement System and Lead
Counsel for the Settlement Class*

**KANTROW SPAHT WEAVER &
BLITZER (APLC)**

By: 
Richard F. Zimmerman, Jr.
Bar Roll No. 13800
Julie M. McCall
Bar Roll No. 29992
445 North Blvd., Suite 300
Baton Rouge LA 70802-5747
Telephone: 225-383-4703
Facsimile: 225-343-0630
Email: richard@kswb.com
Email: julie@kswb.com

JONES DAY

By: 
N. Scott Fletcher (*admitted pro hac vice*)
Texas Bar No. 00789046
Jacqueline Vallette (*admitted pro hac vice*)
Texas Bar No. 24099000
717 Texas Ave., Suite 3300
Houston, Texas 77002-2712
Telephone: 832-239-3939
Facsimile: 832-239-3600
Email: sfletcher@jonesday.com
Email: jvallette@jonesday.com

Walter W. Davis (*admitted pro hac vice*)
Georgia Bar No. 213083
Joseph E. Finley (*admitted pro hac vice*)
Georgia Bar No. 261526
1420 Peachtree Street, NE, Suite 800
Atlanta, GA 30309-3053
Telephone: 404-521-3939
Facsimile: 404-581-8330
Email: wwdavis@jonesday.com
Email: jefinley@jonesday.com

*Counsel for Defendants Amedisys, Inc., Dale
E. Redman, Jeffrey D. Jeter, and Wendy
Stabiler Borne as the Independent
Executrix of the Succession of William F.*

Borne

PHELPS DUNBAR LLP

By : 

Paul LeBlanc

II City Plaza

400 Convention Street, Suite 1100

Baton Rouge, LA 70802-4412

Telephone: 225-346-0285

Facsimile: 225-381-9197

Email: paul.leblanc@phelps.com

*Counsel for Defendants Larry Graham
and Alice Ann Schwartz*