

EXECUTION VERSION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

REGINALD T. ALLISON, Individually and on)	CASE NO. 1:22-CV-00149
Behalf of All Others Similarly Situated,)	
)	<u>CLASS ACTION</u>
Plaintiff,)	
)	JUDGE JEFFREY I. CUMMINGS
vs.)	
)	
OAK STREET HEALTH, INC., ET AL., et al.,)	
)	
Defendants.)	
_____)	

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of August 13, 2024 (the “Stipulation” or the “Settlement Agreement”), is made and entered into by and among the following Parties (as defined further in Section III hereof) to the above-entitled action: (i) Lead Plaintiffs Central Pennsylvania Teamsters Pension Fund – Defined Benefit Plan, Central Pennsylvania Teamsters Pension Fund – Retirement Income Plan 1987, and Boston Retirement System (“Lead Plaintiffs”), and additionally named plaintiff City of Dearborn Police & Fire Revised Retirement System (together, “Plaintiffs”), on behalf of themselves and each of the members of the Settlement Class, as defined in ¶1.34 *infra*, on the one hand, and (ii) Defendants Oak Street Health, Inc. (“Oak Street Health” or the “Company”); Michael Pykosz; Timothy Cook; Geoff Price; Griffin Myers; General Atlantic LLC n/k/a General Atlantic, L.P.; General Atlantic (OSH) Interholdco, L.P. (together with General Atlantic LLC n/k/a General Atlantic, L.P., “GA”); Newlight Partners LP; Newlight Harbour Point SPV LLC (together with Newlight Partners LP, “Newlight”); Regina Benjamin; Carl Daley; Cheryl Dorsey; Mohit Kaushal; Kim Keck; Julie Klapstein; Paul Kusserow; Robbert Vorhoff; Srdjan Vukovic; J.P. Morgan Securities, Inc.; Goldman Sachs & Co. L.L.C.; Morgan Stanley & Co. LLC; William Blair & Company, LLC; and Piper Sandler Companies (collectively, “Defendants” and together with Plaintiffs, the “Parties”) on the other hand, by and through their counsel of record in the above-captioned consolidated litigation pending in the United States District Court for the Northern District of Illinois (the “Action”). The Stipulation is intended by the Parties to fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, discharge, and dismiss with prejudice the Action and all claims asserted against the Defendants therein, and all of the Released Claims (defined below), upon and subject to the terms and conditions hereof and subject to the approval of the Court. Throughout this Stipulation, all capitalized terms used, but not immediately defined, have the meanings given to them in Section IV.1, *infra*.

I. THE ACTION

This case is currently pending before the Honorable Jeffrey I. Cummings in the United States District Court for the Northern District of Illinois (the “Court”) and was brought on behalf of a class (to be certified for settlement purposes) of all persons and entities who or which purchased or otherwise acquired the publicly traded common stock of Oak Street Health during the period from August 6, 2020 through November 8, 2021, inclusive (“Class Period”), including, among others, those who purchased shares of Oak Street Health common stock pursuant to or traceable to the Registration Statements and Prospectuses issued in connection with Oak Street Health’s Initial Public Offering (“IPO”) on August 6, 2020, its December 2, 2020 Secondary Offering (“December 2020 Offering”), and its February 10, 2021 Secondary Offering (“February 2021 Offering”), and were allegedly damaged by Defendants’ alleged conduct.

The initial complaint was filed on January 10, 2022 (ECF No. 1), and on March 25, 2022, the Court appointed Central Pennsylvania Teamsters Pension Fund – Defined Benefit Plan (the “CPTPF Benefit Plan”), Central Pennsylvania Teamsters Pension Fund – Retirement Income Plan 1987 (the “CPTPF Retirement Plan” and together with the CPTPF Benefit Plan, the “CPTPF Plans”), and Boston Retirement System (“BRS”) as Lead Plaintiffs and the firms Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) and Labaton Keller Sucharow LLP (“Labaton”) as Co-Lead Counsel. (ECF No. 30).

The operative complaint in the Action is Lead Plaintiffs’ Complaint for Violations of the Federal Securities Laws (the “Complaint”) filed on May 25, 2022. (ECF No. 40.). The Complaint alleges violations of §§11, 12, and 15 of the Securities Act of 1933 (“Securities Act”) and §§10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”), and SEC Rule 10b-5 promulgated thereunder. The Complaint alleges, *inter alia*, that during the Class Period, Defendants made false and misleading statements and omissions to investors concerning Oak

Street Health's patient acquisition tactics, and that Defendants allegedly concealed that Oak Street was paying for referrals on a per-patient basis and marketing or providing free transportation to prospective patients, which Plaintiffs claim violates the federal Anti-Kickback Statute and/or False Claims Act. Plaintiffs allege that these purportedly false and misleading statements and omissions caused Oak Street Health's stock price to be artificially inflated, and when the truth was eventually disclosed, the price of Oak Street Health's stock declined, resulting in substantial damages to the class. (ECF No. 40).

From the outset of the Action, Defendants have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. Securities laws, the federal Anti-Kickback Statute, or the False Claims Act. Defendants have consistently maintained that they never made any statement to the market that was, or that they believed was, false or misleading, nor did they ever direct anyone to make public statements that were, or that they believed to be, false or misleading. Defendants have consistently maintained that they believed at the time and still believe that, during the Class Period, the statements about Oak Street Health's patient acquisition tactics were not materially false or misleading. As a result, Defendants contend that Plaintiffs cannot prove securities fraud or any element of the other claims Plaintiffs brought, including claims based on §§11 and 15 of the Securities Act. Further, Defendants have consistently maintained that Oak Street did not pay for referrals, and that none of Oak Street's patient acquisition strategies, including any alleged marketing or provision of free transportation to prospective patients, violated the federal Anti-Kickback Statute or False Claims Act.

On July 25, 2022, Defendants filed their omnibus Motion to Dismiss the Action, alleging that Plaintiffs' complaint failed to state a claim for relief. (ECF No. 59). Plaintiffs filed their opposition on September 26, 2022 ((ECF No. 63), and Defendants filed their replies on October

26, 2022 (ECF No. 69). On February 10, 2023, the Court (Judge Matthew F. Kennelly) issued an Order granting in part and denying in part Defendants' motion to dismiss. (ECF No. 74). The Court granted Defendants' motion to dismiss with respect to the Section 12(a)(2) claim in its entirety and the Section 11 claim only with respect to alleged misrepresentations and omissions from Oak Street's May 26, 2021 secondary offering, but the motion to dismiss was otherwise denied. On October 26, 2023, the case was reassigned from Judge Matthew F. Kennelly to Judge Jeffrey I. Cummings. (ECF No. 123).

On December 15, 2023, Plaintiffs filed a Motion for Class Certification seeking to certify the class and appoint BRS, the CPTPF Plans, and additionally named plaintiff Dearborn as class representatives and Robbins Geller and Labaton as Class Counsel. (ECF Nos. 134, 135). On February 20, 2024, after deposing representatives from BRS, the CPTPF Plans, Dearborn, and the investment managers that transacted in Oak Street Health stock during the Class Period for each of the Plaintiffs, Defendants filed their opposition to Plaintiffs' motion for class certification. (ECF No. 145). On April 22, 2024, Plaintiffs filed their reply in further support of their motion for class certification. (ECF No. 162).

The case has been in fact discovery since early 2023 and more than 3.5 million pages of documents were produced by the Parties and non-parties. Fact depositions were underway at the time of the Settlement. Sixteen fact depositions and two class certification expert depositions had been taken.

On March 12, 2024, the Parties participated in an in-person mediation session with a well-respected mediator, Robert A. Meyer of JAMS, who has extensive experience mediating complex class action litigations such as this Action. Following the mediation session, which did not result in an agreement, Mr. Meyer and the parties spent two months continuing to negotiate a potential

settlement. On May 16, 2024, the Parties agreed to settle the Action based upon a Mediator's Proposal issued by Mr. Meyer.

II. ASSERTIONS AND DENIALS OF THE PARTIES AND THE BENEFITS OF THE SETTLEMENT

Plaintiffs and Co-Lead Counsel believe that the claims asserted in the Action have merit and that the evidence developed to date supports the claims. Plaintiffs and Co-Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial and through appeals. Plaintiffs and Co-Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Action, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Co-Lead Counsel are also mindful of the problems of proof, and possible defenses to the securities law violations asserted in the Action. Plaintiffs and Co-Lead Counsel believe that the Settlement set forth in this Stipulation confers substantial benefits upon Settlement Class Members in light of the circumstances here, is in the best interests of Plaintiffs and Settlement Class Members, and is fair, reasonable, and adequate.

Defendants, individually and collectively, have denied and continue to deny each and every one of the claims and contentions alleged in the Action. Defendants expressly have denied and continue to deny all allegations of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants further deny that Plaintiffs or the Settlement Class have suffered damages, that the price of Oak Street Health common stock was artificially inflated during the Class Period as the result of any alleged misrepresentations, omissions, or non-disclosures by Defendants, that any Oak Street Health investors were harmed by the conduct alleged in the Complaint, or that any claims alleged by Plaintiffs may be certified as a class under Rule 23 of the Federal Rules of Civil

Procedure, other than for purposes of Settlement. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

Nonetheless, Defendants have concluded that further conduct of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Defendants also considered the uncertainty and risks inherent in any litigation, especially in complex cases like the Action. Defendants have, therefore, determined that it is desirable and beneficial to them to settle the Action in the manner and upon the terms and conditions set forth in this Stipulation. Defendants are entering this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. 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 damages whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that 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. Each Defendant reserves all defenses to any claims that may be filed by anyone, including any individual entity that has sought, or seeks, exclusion from the class.

III. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (for themselves and the members of the Settlement Class), on the one hand, and Defendants, on the other hand, by and through their respective counsel of record, 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 set forth herein, the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall

be dismissed with prejudice, as to Plaintiffs and the Defendants, upon and subject to the terms and conditions of the Stipulation, as follows.

1. Definitions

As used in the Stipulation the following terms have the meanings specified below:

1.1 “Authorized Claimant” means any member of the Settlement Class who submits a valid Proof of Claim form and whose claim for recovery has been allowed pursuant to the terms of the Stipulation.

1.2 “Claimant” means anyone who files a Proof of Claim in connection with the Settlement.

1.3 “Class Period” means the period from August 6, 2020 through November 8, 2021, inclusive.

1.4 “Claims Administrator” means JND Legal Administration.

1.5 “Co-Lead Counsel” means Robbins Geller Rudman & Dowd LLP and Labaton Keller Sucharow LLP.

1.6 “Court” means the United States District Court for the Northern District of Illinois, Eastern Division.

1.7 “Defendants” means Oak Street Health, Inc.; Michael Pykosz; Timothy Cook; Geoff Price; Griffin Myers; General Atlantic LLC n/k/a General Atlantic, L.P.; General Atlantic (OSH) Interholdco, L.P.; Newlight Partners LP; Newlight Harbour Point SPV LLC; Regina Benjamin; Carl Daley; Cheryl Dorsey; Mohit Kaushal; Kim Keck; Julie Klapstein; Paul Kusserow; Robbert Vorhoff; Srdjan Vukovic; J.P. Morgan Securities, Inc.; Goldman Sachs & Co. LLC; Morgan Stanley & Co. LLC; William Blair & Company, L.L.C.; and Piper Sandler Companies.

1.8 “Effective Date” means the first date by which all of the events and conditions specified in ¶8.1 of this Stipulation have been met and have occurred or have been waived.

1.9 “Escrow Account” means the bank account controlled by the Escrow Agent into which the Settlement Amount will be deposited.

1.10 “Escrow Agent” means Robbins Geller Rudman & Dowd LLP and Labaton Keller Sucharow LLP or their respective successor(s).

1.11 “Fee and Expense Application” shall have the meaning set forth in ¶7.1 of this Stipulation.

1.12 “Fee and Expense Award” shall have the meaning set forth in ¶6.2(c) of this Stipulation.

1.13 “Final” means when the last of the following, with respect to the Judgment approving the Stipulation, in the form of Exhibit B attached hereto, or any order, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment or order has passed without any appeal having been taken, which date shall be deemed to be thirty (30) calendar days following the entry of the Judgment or order, unless the date to take such an appeal shall have been extended by Court order or otherwise, or unless the thirtieth (30th) day falls on a weekend or a Court holiday, in which case the date for purposes of this Stipulation shall be deemed to be the next business day after such thirtieth (30th) day; (iii) if a motion to alter or amend the Judgment is timely filed, the motion is denied; and (iv) if an appeal is taken, either (a) the appeal has been dismissed and the time, if any, for commencing any further appeal has expired, or (b) the Judgment or order has been affirmed in its entirety and the time, if any, for commencing any further appeal has expired. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ or request for judicial review that may be filed in connection with approval or disapproval of this Settlement,

but shall not include any appeal that concerns only the issue of attorneys' fees or expenses or the Plan of Allocation of the Settlement Fund.

1.14 "Final Approval Hearing" means the hearing to determine, among other things, whether the proposed Settlement embodied by this Stipulation is fair, reasonable, and adequate to the Settlement Class, and whether the Court should enter a Judgment approving the proposed Settlement.

1.15 "Judgment" means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, substantially in the form attached hereto as Exhibit B.

1.16 "Lead Plaintiffs" means Central Pennsylvania Teamsters Pension Fund – Defined Benefit Plan, Central Pennsylvania Teamsters Pension Fund – Retirement Income Plan 1987, and Boston Retirement System.

1.17 "Net Settlement Fund" means the Settlement Fund less: (i) Court-awarded attorneys' fees and expenses to Plaintiffs' Counsel and awards to Plaintiffs; (ii) Notice and Administration Costs; (iii) Taxes and Tax Expenses; and (iv) any other fees or expenses approved by the Court.

1.18 "Notice" shall have the meaning set forth in ¶2.7 of this Stipulation.

1.19 "Notice Order" means the preliminary approval order as entered by the Court for mailing and publication of notice, substantially in the form attached hereto as Exhibit A.

1.20 "Parties" means (i) Defendants and (ii) Plaintiffs on behalf of themselves and the Settlement Class Members.

1.21 "Person" means a natural person, individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated

association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives or assignees.

1.22 “Plaintiffs” means Lead Plaintiffs CPTPF Plans and BRS, and additionally named plaintiff City of Dearborn Police & Fire Revised Retirement System.

1.23 “Plaintiffs’ Counsel” means Co-Lead Counsel and The Law Office of Racine & Associates.

1.24 “Plan of Allocation” means the plan or formula of allocation of the Net Settlement Fund approved by the Court whereby the Net Settlement Fund shall be distributed to Authorized Claimants after payment of Notice and Administration Costs, Taxes and Tax Expenses, and such attorneys’ fees, costs, expenses, and interest as may be awarded by the Court. Any such Plan of Allocation is not part of the Stipulation and the Released Defendant Parties shall have no responsibility or liability with respect to the Plan of Allocation.

1.25 “Proof of Claim” or “Claim Form” shall have the meaning set forth in ¶2.7 of this Stipulation.

1.26 “Related Parties” means each of a Defendant’s or Plaintiff’s past or present directors, officers, employees, partners, trustees, trusts, insurers, co-insurers, reinsurers, principals, controlling shareholders, members, agents, managing agents, administrators, attorneys, accountants, auditors, bankers, contractors, underwriters, investment advisors, personal or legal representatives, predecessors, successors, direct and/or indirect parents, subsidiaries, divisions, investment funds, joint ventures, general or limited partnerships, limited liability companies, affiliates, assigns, assignees, spouses, heirs, executors, estates, beneficiaries, related or affiliated entities (including their employees, directors, members, and partners), any entity in which a Defendant or Plaintiff has a controlling interest, any member of a Defendant’s immediate family, any trust of which a Defendant is the settlor or which is for the benefit of a Defendant and/or any

member of a Defendant's immediate family, and any entity in which a Defendant and/or any member of a Defendant's immediate family has or had a controlling interest (directly or indirectly).

1.27 "Released Claims" means the Released Plaintiffs' Claims and the Released Defendants' Claims.

1.28 "Released Plaintiffs' Claims" shall mean any and all claims (including Unknown Claims as defined in ¶1.41 hereof), and causes of action of every nature and description, whether known or unknown, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that Plaintiffs or any other member of the Settlement Class: (a) asserted in the Action, including in any complaint or pleading therein; or (b) could have asserted in the Action or any forum that arise out of, are based upon, or relate to, both: (1) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the complaints filed in the Action and (2) the purchase, acquisition, sale, or disposition of Oak Street Health publicly traded common stock during the Class Period. Released Plaintiffs' Claims shall be interpreted and enforced to the full extent permitted by law. Released Plaintiffs' Claims shall not include claims to enforce the Settlement or any governmental or regulatory claims against the Defendants and their Related Parties, including any arising out of any investigation of Oak Street Health by the United States Department of Justice.

1.29 "Released Defendants' Claims" means any and all claims and causes of action of every nature and description, whether known or Unknown Claims (as defined in ¶1.41 hereof), whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Action, except

for claims relating to the enforcement of the Settlement or any claims against any Person who submits a request for exclusion from the Settlement Class that is accepted by the Court.

1.30 “Released Defendant Parties” means each and all of the Defendants, and each and all of their respective Related Parties.

1.31 “Released Parties” means each and all of the Released Defendant Parties and the Released Plaintiff Parties.

1.32 “Released Plaintiff Parties” means each and all of the Plaintiffs, and each and all of their respective Related Parties.

1.33 “Settlement Amount” means the principal amount of Sixty Million Dollars (\$60,000,000.00).

1.34 “Settlement Class,” “Settlement Class Members,” or “Members of the Settlement Class” means, for the purposes of settlement only: All persons and entities who or which purchased or otherwise acquired the publicly traded common stock of Oak Street Health during the period from August 6, 2020 through November 8, 2021, both dates inclusive (the “Class Period”), including those who purchased shares of Oak Street Health common stock pursuant to or traceable to the registration statements and prospectuses issued in connection with Oak Street Health’s initial public offering on August 6, 2020, its December 2, 2020 secondary public offering, and its February 10, 2021 secondary public offering, and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate family of any Defendant who is an individual; (iii) any person who was an officer or director of Oak Street Health, GA, Newlight, or Humana, Inc. during the Class Period; (iv) any firm, trust, corporation, or other entity in which any Defendant has or had a controlling interest; (v) Oak Street Health’s employee retirement and employee benefit plan(s); (vi) Humana, Inc.; (vii) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any excluded person; and (viii) any persons or

entities who or which exclude themselves by submitting a timely and valid request for exclusion that is accepted by the Court. Any “Investment Vehicle” shall not be excluded from the Settlement Class. “Investment Vehicle” means any investment company or pooled investment fund, including but not limited to mutual fund families, exchange traded funds, fund of funds and hedge funds, in which Defendants, or any of them, have, has, or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but in which any Defendant alone or together with its, his or her respective affiliates is not a majority owner or does not hold a majority beneficial interest.

1.35 “Settlement Fund” means the Settlement Amount paid by or on behalf of Oak Street Health pursuant to ¶2.1 of this Stipulation, together with all interest and income earned thereon after being transferred to the Escrow Account.

1.36 “Summary Notice” shall have the meaning set forth in ¶2.7 of this Stipulation.

1.37 “Supplemental Agreement” shall have the meaning set forth in ¶8.4 of this Stipulation.

1.38 “Taxes” means all taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund.

1.39 “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of taxes or the preparation of tax returns and related documents, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in ¶2.8 hereof.

1.40 “Underwriter Defendants” means J.P. Morgan Securities, Inc., Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC, William Blair & Company, LLC, and Piper Sandler Companies.

1.41 “Unknown Claims” means (a) any and all Released Plaintiffs’ Claims that Plaintiffs or any other Settlement Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Defendant Parties, or might have affected his, her or its decision not to object to this Settlement or seek exclusion from the Settlement Class; and (b) any and all Released Defendants’ Claims that the Released Defendant Parties do not know or suspect to exist in his, her or its favor at the time of the release of the Released Plaintiff Parties, which, if known by him, her, or it, might have affected his, her, or its settlement and release of the Released Plaintiff Parties. With respect to (a) any and all Released Plaintiffs’ Claims against the Released Defendant Parties, and (b) any and all Released Defendants’ Claims against the Released Plaintiff Parties, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly and each of the other Settlement Class Members and Released Defendant Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law any and all provisions, rights, and benefits of California Civil Code §1542, which provides:

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

The Parties shall each expressly waive and each Settlement Class Member and Released Defendant Party 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 or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. The Plaintiffs, Settlement Class Members, and Released Defendant Parties may hereafter discover facts, legal theories, or authorities 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 Plaintiffs' Claims or Released Defendants' Claims, but (a) Plaintiffs shall each expressly, fully, finally and forever settle and release, and each other Settlement Class Member, upon the Effective Date, shall be deemed to have fully, finally and forever settled and released, any and all Released Plaintiffs' Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have or will exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) Defendants shall each expressly, fully, finally and forever settle and release, and each other Released Defendant Parties, upon the Effective Date, shall be deemed to have fully, finally and forever settled and released, any and all Released Defendants' Claims against the Released Plaintiff Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have or will exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties acknowledge, and the Settlement Class Members and Released Defendant Parties 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.

2. The Settlement

a. The Settlement Fund

2.1 In consideration of the terms of this Stipulation, Oak Street Health shall pay or cause to be paid the sum of Sixty Million Dollars (\$60,000,000.00) into the Escrow Account no later than fifteen (15) business days after the later of (a) entry of the Court's order preliminarily approving the Settlement or (b) the receipt and verbal confirmation by Paul, Weiss, Rifkind, Wharton & Garrison of wire/check payee instructions and receipt of a Form W-9 providing the tax

identification number for the Settlement Fund, which verbal confirmation shall be sought no later than the business day following receipt of the wire/check payee instructions by Paul, Weiss, Rifkind, Wharton & Garrison. No other Defendant shall pay, or be liable to pay, any part of the Settlement Amount.

2.2 If the entire Settlement Amount is not timely paid to the Escrow Agent, Plaintiffs may terminate the Settlement but only if: (i) Co-Lead Counsel have notified Defendants' counsel in writing of Plaintiffs' intention to terminate the Settlement, and (ii) the entire Settlement Amount is not transferred to the Escrow Account within five (5) business days after Co-Lead Counsel have provided such written notice.

b. The Escrow Agent

2.3 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.1 hereof in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All costs and risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund.

2.4 The Escrow Agent shall not disburse the Settlement Fund except (a) as provided in the Stipulation, (b) by an order of the Court, or (c) with the written agreement of counsel for the Parties.

2.5 Subject to further order(s) and/or directions as may be made by the Court, or as provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are

consistent with the terms of the Stipulation. Other than the obligation to pay or cause to be paid the Settlement Amount into the Escrow Account set forth in ¶2.1 herein, the Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Co-Lead Counsel or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; or (ii) any transaction executed by the Escrow Agent or any designees or agents thereof. Other than the obligation to cause the payment of the Settlement Amount pursuant to ¶2.1, Defendants shall have no obligation to make any other payments into the Escrow Account or to any Settlement Class Member pursuant to the Stipulation.

2.6 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall be subject to the jurisdiction of the Court.

2.7 The Escrow Agent, without further approval of Defendants or the Court, may pay as incurred and from the Settlement Fund, all fees and costs associated with the administration of the Settlement and the provision of notice to the Settlement Class, including, without limitation: the costs of identifying and locating members of the Settlement Class; printing and mailing the Notice of Pendency and Proposed Settlement of Class Action and Motion for Attorneys' Fees and Expenses (the "Notice") and Proof of Claim ("Proof of Claim" or "Claim Form"); publishing a summary of the Notice ("Summary Notice"); reimbursement to nominee owners for forwarding notices to their beneficial owners; soliciting Settlement Class claims; assisting with the filing of claims; administering and distributing the Net Settlement Fund to Authorized Claimants; processing Claim Forms; escrow fees and costs; and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims ("Notice and Administration Costs").

c. Taxes and Qualified Settlement Fund

2.8 The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶2.8, including the “relation-back election” (as defined in Treasury Regulation §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver, or cause the preparation and delivery of, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(a) For the purpose of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. Co-Lead Counsel shall be solely responsible for timely and properly filing, or causing to be filed, all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)). Such returns (as well as the election described in ¶2.8(a) hereof) shall be consistent with this ¶2.8 and in all events shall reflect that all Taxes (defined below) including any estimated Taxes, interest, or penalties on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.8(c) hereof. Released Defendant Parties shall not have liability or responsibility for any such Taxes.

(b) All (a) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon Defendants with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund”

for federal or state income tax purposes, and (b) expenses and costs incurred in connection with the operation and implementation of this ¶2.8 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶2.8) (“Tax Expenses”), shall be paid out of the Settlement Fund; in all events the Released Defendant Parties and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid, or caused to be paid, by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation §1.468B-2(1)(2)); neither the Released Defendant Parties nor their counsel are responsible nor shall they have any liability therefor. The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶2.8.

d. Refund Upon Termination of Settlement

2.9 In the event the Stipulation: (i) is not approved; or (ii) is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event the Judgment is reversed or vacated following any appeal taken therefrom, the Settlement Fund (including accrued interest at the same rate earned by the escrow account, and any change in value as a result of the investment of the Settlement Fund) less expenses actually incurred or due and owing for Notice and Administration Costs, Taxes or Tax Expenses pursuant to ¶¶2.7 or 2.8, shall be refunded to Defendants (or such other persons or entities as Defendants may direct) pursuant to

written instructions from Paul, Weiss, Rifkind, Wharton & Garrison within thirty (30) calendar days.

3. Certification of the Settlement Class

3.1 Solely for purposes of this Settlement, and subject to approval by the Court, the Parties agree that the Settlement Class shall be certified, and Plaintiffs and Co-Lead Counsel shall be appointed as representatives of the Settlement Class pursuant to Federal Rule of Civil Procedure 23. Should the Settlement Class not be certified, or should any court amend the scope of the Settlement Class, each of the Parties reserves the right to void this Stipulation in accordance with ¶8.4 hereof. If for any reason final approval of the Settlement is not granted, then the certification of the Settlement Class shall become null and void without further order of the Court or any other court, and the Parties shall be restored to their respective positions in the Action as of May 16, 2024.

4. Notice Order and Final Approval Hearing

4.1 Within five (5) calendar days after execution of the Stipulation, Plaintiffs shall submit the Stipulation, together with the Exhibits, to the Court and shall apply for entry of an order (the “Notice Order”), substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement set forth in the Stipulation, certification of the Settlement Class for settlement purposes, and approval for the mailing of the Notice and Proof of Claim, and publication of the Summary Notice, substantially in the forms of Exhibits A-1, A-2, and A-3 attached hereto. The Notice shall include the general terms of the Settlement set forth in the Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, and the date of the Final Approval Hearing.

4.2 For purposes of identifying and providing notice to the Settlement Class, within fifteen (15) calendar days of entry of the Notice Order, counsel for Oak Street Health will use best

efforts to cause Oak Street Health's transfer agent to provide lists of purchasers of record during the Class Period and pursuant to the Initial Public Offering, the December 2, 2020 secondary public offering, and the February 10, 2021 secondary public offering, in electronic searchable form, such as Excel, at no cost to the Settlement Class, the Claims Administrator, or Co-Lead Counsel.

4.3 It shall be solely Co-Lead Counsel's responsibility to disseminate the Notice, Proof of Claim, and Summary Notice to the Settlement Class in accordance with this Stipulation and as ordered by the Court. Settlement Class Members shall have no recourse as to the Released Defendant Parties with respect to any claims they may have that arise from any failure of the notice process.

4.4 Oak Street Health shall, no later than ten (10) calendar days following the filing of this Stipulation with the Court, serve or cause to be served proper notice of the proposed Settlement upon those who are entitled to receive notice pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1715, et seq. ("CAFA"). Oak Street Health is solely responsible for the preparation and costs of the CAFA notice and administering the CAFA notice.

4.5 Co-Lead Counsel shall request that after notice is given to the Settlement Class, and not earlier than ninety (90) calendar days after the date on which the appropriate Federal official and the appropriate State officials are provided with notice pursuant to CAFA as set forth in ¶4.4 above, the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein. At or after the Final Approval Hearing, Co-Lead Counsel also will request that the Court approve the proposed Plan of Allocation and the Fee and Expense Application.

4.6 If the Settlement contemplated by this Stipulation is approved by the Court, Co-Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B. The terms of 15 U.S.C. 78u-4(f)(7) shall apply to this Settlement, including that each Defendant shall be discharged from all claims for contribution

brought by other persons, and the Judgment shall so provide. The Judgment shall include a bar order constituting the final discharge of all Released Plaintiffs' Claims of any Settlement Class Member and barring all future claims for contribution arising out of the Action by any person against any Defendant.

5. Releases

5.1 Upon the Effective Date, Plaintiffs and each of the Settlement Class Members (who have not validly opted out of the Settlement Class in writing pursuant to the Notice Order), and their respective Related Parties, in their capacities as such, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, compromised, settled, resolved, waived, and discharged against the Released Defendant Parties (whether or not such Settlement Class Members execute and deliver Proof of Claim forms) any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims). Claims to enforce the Settlement are not released.

5.2 Upon the Effective Date, Plaintiffs and each of the Settlement Class Members (who have not validly opted out of the Settlement Class in writing pursuant to the Notice Order), and their respective Related Parties, in their capacities as such, shall be permanently barred and enjoined from the direct or indirect assertion, institution, maintenance, prosecution, or enforcement against any Released Defendant Parties, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims).

5.3 The Proof of Claim to be executed by Settlement Class Members shall include a provision concerning the release of all Released Plaintiffs' Claims against the Released Defendant Parties and shall be substantially in the form contained in Exhibit A-2 attached hereto.

5.4 Upon the Effective Date, each of the Released Defendant Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and the other Released Plaintiff Parties from all Released Defendants' Claims (including Unknown Claims), and shall be permanently barred and enjoined from the direct or indirect assertion, institution, maintenance, prosecution, or enforcement against any Released Plaintiff Parties, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Defendants' Claims (including, without limitation, Unknown Claims). Claims to enforce the Settlement are not released.

6. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of the Settlement Fund

6.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members, and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. The Claims Administrator will be subject to such supervision and direction from the Court and/or Co-Lead Counsel as may be necessary or as circumstances may require. Other than Oak Street Health's obligation to provide its stockholders' records as provided in ¶4.2 above, the Released Defendant Parties shall have no responsibility for, involvement in, authority for, or interest whatsoever with respect to the administration of the Settlement or the actions or decisions of the Claims Administrator, and shall have no liability whatsoever to Plaintiffs, Settlement Class Members, or Co-Lead Counsel, in connection with such administration, including, but not limited to: (i) any act, omission, or determination by Co-Lead Counsel, the Escrow Agent, and/or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management or investment of the Settlement Fund or the Net Settlement Fund, or the distribution of the Net Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation,

or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

6.2 The Settlement Fund shall be applied as follows:

(a) to pay all Notice and Administration Costs reasonably and actually incurred;

(b) to pay the Taxes and Tax Expenses described in ¶2.8 hereof;

(c) to pay Plaintiffs' Counsel's fees and expenses to the extent allowed by the Court and to pay any award to Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4) in connection with their representation of the class to the extent allowed by the Court (the "Fee and Expense Award"); and

(d) after the Effective Date, to pay the Net Settlement Fund to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

6.3 After the Effective Date, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further order(s) of the Court, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following.

6.4 Within ninety (90) calendar days after the mailing of the Notice or such other time as may be set by the Court, each Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim or required by the Claims Administrator.

6.5 Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by

the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of this Stipulation, the releases contained herein, and the Judgment, and will be barred from bringing any action, claim, or other proceeding of any kind against the Released Defendant Parties asserting, concerning, arising out of, or relating to the Released Plaintiffs' Claims. Notwithstanding the foregoing, Co-Lead Counsel shall have the discretion (but not the obligation) to accept late-submitted claims, so long as distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against Plaintiffs, Co-Lead Counsel, the Claims Administrator or any Settlement Class Member by reason of the exercise or non-exercise of such discretion.

6.6 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Co-Lead Counsel, who shall determine, in accordance with this Stipulation and the approved Plan of Allocation, the extent, if any, to which each claim shall be allowed, subject to the review by the Court pursuant to ¶6.7 below.

6.7 Proofs of Claim that do not meet the submission requirement may be rejected. Prior to rejecting a Proof of Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing to give the Claimant the chance to remedy any curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under the supervision of Co-Lead Counsel, shall notify, in a timely fashion and in writing, all Claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of ¶6.8 below.

6.8 If any Claimant whose timely claim has been rejected in whole or in part for curable deficiency, desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the mailing of the notice required in ¶6.7 above, or a lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Co-Lead Counsel shall thereafter present the Claimant's request for review to the Court.

6.9 Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, including, but not limited to, all releases provided for herein and in the Judgment, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's claim. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or the Settlement. All Settlement Class Members, other Claimants, and parties to this Settlement 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.

6.10 Following the Effective Date, the Net Settlement Fund shall be distributed to Authorized Claimants substantially in accordance with the Plan of Allocation approved by the Court. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants who negotiated the checks sent in the initial distribution and who would receive a minimum of \$10.00. These redistributions shall be repeated so long as they are economically feasible. Any balance that still remains in the Net Settlement Fund after such

reallocation(s) and payments, which is not economical to reallocate, shall be donated to Consumer Federation of America, or such other non-profit, charitable organization serving the public interest approved by the Court.

6.11 This Settlement is not a claims-made settlement and, if all conditions of the Stipulation are satisfied and the Settlement reaches its Effective Date, no portion of the Settlement Fund will be returned to the Defendants or their insurers.

6.12 The Released Defendant Parties, including their respective counsel, shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution and investment of the Settlement Fund or Net Settlement Fund, the Plan of Allocation, the determination, administration, calculation, or payment of claims, or non-performance of the Claims Administrator, the payment or withholding of Taxes or Tax Expenses (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

6.13 No Person shall have any claim against Plaintiffs, Co-Lead Counsel, their Related Parties and/or their respective counsel, the Claims Administrator or other entity designated by Co-Lead Counsel, with respect to the distribution and investment of the Settlement Fund or Net Settlement Fund; the determination, administration, or calculation of claims; the payment or withholding of Taxes or Tax Expenses (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection therewith, based on actions made substantially in accordance with the Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court. This does not include any claim by any party for breach of this Stipulation.

6.14 It is understood and agreed by the Parties that any proposed Plan of Allocation is not a part of this Stipulation and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or affect or delay the finality of the Court's

Judgment approving this Stipulation and the Settlement set forth herein (including the releases contained herein), or any other orders entered pursuant to this Stipulation.

7. Plaintiffs' Counsel's Attorneys' Fees and Expenses

7.1 Co-Lead Counsel may submit an application or applications on behalf of Plaintiffs' Counsel (the "Fee and Expense Application") for distributions from the Settlement Fund of (a) an award of attorneys' fees to be paid out of the Settlement Fund plus (b) expenses in connection with pursuing the Action, plus interest on both amounts. In addition, Plaintiffs may submit a request for awards in connection with their representation of the class pursuant to 15 U.S.C. §78u-4(a)(4). Any and all such fees, expenses and costs awarded by the Court (whether payable to Co-Lead Counsel or Plaintiffs) shall be payable solely out of the Settlement Fund.

7.2 The Fee and Expense Award shall be paid to Co-Lead Counsel from the Settlement Fund as ordered by the Court, immediately following the Final Approval Hearing and any order by the Court awarding such fees and expenses. This provision shall apply notwithstanding timely objections to, potential for appeal from, or collateral attack on, the Settlement or the Fee and Expense Award. Co-Lead Counsel shall thereafter allocate the attorneys' fees amongst other Plaintiffs' Counsel in a manner that Co-Lead Counsel in good faith believe reflects the contributions of such counsel to the prosecution and settlement of the Action. In the event that the Judgment or the order awarding such fees and expenses paid to Co-Lead Counsel pursuant to ¶7.1 is reversed or modified by a Final order, or if the Settlement is cancelled or terminated for any reason, then Co-Lead Counsel shall, in an amount consistent with such reversal or modification, refund such fees or expenses to the Settlement Fund, plus interest earned thereon at the same rate as earned on the Settlement Fund, within thirty (30) calendar days from receiving notice from Defendants' counsel of termination of the Settlement or from a court of competent jurisdiction of a final non-appealable order reversing or modifying the amount of attorneys' fees and/or expenses

awarded. Each Plaintiffs' Counsel, as a condition of receiving such fees, expenses and/or costs on behalf of itself and each partner and/or shareholder of it, agrees that its law firm and its partners and/or shareholders are subject to the jurisdiction by the Court for the purpose of enforcing the provisions of this paragraph.

7.3 The procedure for and the allowance or disallowance by the Court of the Fee and Expense Application, to be paid out of the Settlement Fund, are not part of the Settlement set forth in the Stipulation or a condition of the Settlement embodied herein, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement of the Action. Neither Plaintiffs nor Co-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.

7.4 Released Defendant Parties shall have no responsibility or liability for any payment of attorneys' fees and expenses to Plaintiffs' Counsel or any Settlement Class Member's counsel. Neither Defendants nor Defendants' insurers shall have any responsibility or liability for any payment of attorneys' fees and expenses, or any other Fee or Expense Awards that the Court may make in this Action, to Plaintiffs' Counsel or any Settlement Class Member's counsel, or to any other Person or entity who may assert some claim thereto, apart from payment of the Settlement Amount pursuant to ¶2.1.

7.5 Released Defendant Parties shall have no responsibility for the allocation among Plaintiffs' Counsel and/or any other Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

8. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

8.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all of the following events:

- (a) the Court has entered the Notice Order, as required by ¶4.1 hereof;
- (b) the Settlement Amount has been deposited by Defendants or their insurers into the Escrow Account maintained by the Escrow Agent, as required by ¶2.1 hereof;
- (c) Plaintiffs and Defendants have not exercised their option to terminate the Stipulation pursuant to ¶¶8.3-8.4 hereof;
- (d) the Court has entered the Judgment, in the form of Exhibit B attached hereto, or such other substantially similar form mutually agreed to by the Parties; and
- (e) the Judgment has become Final, as defined in ¶1.13 hereof.

8.2 Upon the occurrence of all of the events referenced in ¶8.1 hereof, any and all remaining interest or right of Defendants or their insurers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If all of the conditions specified in ¶8.1 hereof are not met, then the Stipulation shall be canceled and terminated subject to ¶8.3 hereof unless Co-Lead Counsel and counsel for Defendants mutually agree in writing to proceed with the Stipulation.

8.3 Plaintiffs and each of the Defendants shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to all other Parties hereto within thirty (30) calendar days of: (a) a final order of the Court refusing to enter the Notice Order in any material respect; (b) a final order of the Court refusing to approve the Settlement or any material part thereof; (c) a final order of the Court refusing to enter the Judgment in any material respect as to the Settlement; (d) the date upon which the Judgment is reversed or vacated or altered in any material respect as to the Settlement following any appeal taken therefrom, or is successfully collaterally attacked; or (e) the failure of the Effective Date to

occur for any reason. However, any decision or proceeding, whether in this Court or any appellate court, with respect to the Fee or Expense Application 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. For avoidance of doubt, Defendants shall deem any decision, ruling, or order that purports to materially limit the scope of the Released Plaintiffs' Claims or the Released Defendant Parties to constitute a material change for the purposes of the foregoing.

8.4 The Company shall have the option to terminate the Settlement in the event that Persons, who otherwise would be Members of the Settlement Class timely choose to exclude themselves from the Settlement Class in accordance with the provisions of the Notice Order and Notice given pursuant thereto, purchased more than a certain number of shares of Oak Street Health common stock during the Class Period ("Opt-Out Threshold"), as set forth in a separate confidential agreement (the "Supplemental Agreement") executed between Co-Lead Counsel and the Company's counsel, which is incorporated by reference into this Stipulation. The Parties shall not file the Supplemental Agreement with the Court unless instructed to do so by the Court, in which case they shall seek to file the Supplemental Agreement under seal or to provide it to the Court *in camera*, and request that the Court afford it confidential treatment. The Opt-Out Threshold may be disclosed to the Court for purposes of approval of the Settlement, as may be required by the Court, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the Court so as to maintain the Opt-Out Threshold as confidential.

8.5 If, before the Settlement reaches its Effective Date, any Defendant files for protection under the Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other fiduciary is appointed under Bankruptcy, or any similar law, and in the event of the entry of a Final order of a court of competent jurisdiction determining the transfer of money or any portion

thereof to the Settlement Fund by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, the Parties shall jointly move the Court to vacate and set aside the release given and the Judgment entered in favor of that Defendant and that Defendant and Plaintiffs and the members of the Settlement Class shall be restored to their litigation positions as of May 16, 2024. All releases and the Judgment as to other Defendants shall remain unaffected.

8.6 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or be canceled, or shall not become effective for any reason, then within thirty (30) calendar days after written notification of such event is sent by counsel for Defendants or Co-Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest), less any Notice and Administration Costs incurred pursuant to ¶2.7 and paid from the Settlement Fund and Taxes and Tax Expenses that have been paid pursuant to ¶2.8 hereof, shall be refunded by the Escrow Agent pursuant to written instructions from counsel for Defendants.

8.7 In the event that the Stipulation is not approved by the Court or the Settlement set forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the Parties shall be restored to their respective positions in the Action as of May 16, 2024. In such event, the terms and provisions of the Stipulation, with the exception of ¶¶2.7-2.9, 8.3-8.4, 8.6-8.7, 9.3 and 9.4 hereof, shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or any Fee and Expense Award shall constitute grounds for cancellation or termination of the Stipulation.

8.8 If the Effective Date does not occur, or if the Stipulation is terminated pursuant to its terms, neither the Plaintiffs nor Co-Lead Counsel shall have any obligation to repay any amounts actually and properly disbursed for Notice and Administration Costs and Taxes and Tax Expenses pursuant to ¶¶2.7-2.8 hereof. In addition, any expenses already incurred and properly chargeable pursuant to ¶2.7 hereof at the time of such termination or cancellation, but which have not been paid, shall be paid by the Escrow Agent in accordance with the terms of the Stipulation prior to the balance being refunded in accordance with ¶¶2.9 and 8.6 hereof.

9. Miscellaneous Provisions

9.1 The Parties (a) acknowledge that it is their intent to consummate this Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation expeditiously.

9.2 The Parties intend this Settlement to be a final and complete resolution of all disputes asserted or which could be asserted between them with respect to the Action. The Parties and their counsel agree that they shall not assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense or settlement of the Action, and the Judgment shall contain a finding, pursuant to the PSLRA, that all Parties and their counsel complied with the requirements of Rule 11 with respect to the institution, prosecution, defense, and resolution of the Action. The Settlement shall not be deemed an admission by any Party or any of the Released Parties as to the merits of any claim or defense. The Parties agree that the amount to be paid into the Settlement Fund and the other terms of the Settlement were negotiated in good faith at arm's-length by the Parties, including through a mediation process supervised and conducted by Robert A. Meyer of JAMS, and reflect a settlement that was reached voluntarily after extensive negotiations and consultation with competent legal counsel, who were fully

competent to assess the strengths and weaknesses of their respective clients' claims or defenses. The Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis.

9.3 Neither the Term Sheet, nor the Stipulation (whether or not consummated), including any exhibits hereto and the Plan of Allocation (or any other plan of allocation that may be approved by the Court), nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement, including the Parties' mediation and subsequent Settlement, the communications and/or discussions leading to the execution of the Term Sheet and this Stipulation, and/or the approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered or received against any Released Defendant Party as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Defendant Party of the truth of any allegations by Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, including, but not limited to, litigation of the Released Claims, or of any liability, negligence, fault, or wrongdoing of any kind of any of the Released Parties or in any way referred to for any other reason as against any of the Released Parties, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or (b) shall be offered or received against any Released Defendant Party as evidence of a presumption, concession, or admission of any fault, misrepresentations, or omission with respect to any statement or written document approved or made by any Released Defendant Party, or against Plaintiffs, Plaintiffs' Counsel, or any Settlement Class Member as evidence of any infirmity in the claims of Plaintiffs

and the Settlement Class; (c) shall be offered or received against any Released Defendant Party as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against any of the Released Parties, in any other civil, criminal, or administrative action or proceeding; provided, however, that if this Stipulation is approved by the Court, the Released Parties may refer to it to effectuate the releases granted them hereunder; or (d) shall be construed against Defendants, Plaintiffs, or the Settlement Class as evidence of a presumption, concession or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceeding other than this Settlement. The Released Parties may file the Stipulation and/or the Judgment in any action that has been or may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate the protections from liability granted hereunder or otherwise enforce the terms of this Settlement.

9.4 The Defendants' and Plaintiffs' Related Parties are intended third-party beneficiaries of this Stipulation, and this Stipulation may be enforced by such Persons.

9.5 All agreements made and orders entered during the course of the Action relating to the confidentiality of documents and information shall survive this Stipulation. For the avoidance of doubt, this provision includes the obligation of each Party to return or destroy all documents or electronic data in its or its representatives' possession that the opposing Party produced to it in this litigation in accordance with the Confidentiality Order entered in the Action. ECF No. 85. The Parties reserve all rights, and release none in this Stipulation, regarding any subsequent disclosure of their protected information by the opposing Party or its representatives.

9.6 All of the Exhibits to the Stipulation are fully incorporated herein by this reference. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and of any exhibit attached hereto, the terms of this Stipulation shall prevail.

9.7 It is agreed that none of the Parties shall disparage any other Party in any form or through any medium. Defendants shall comment, if asked about the Settlement, in substance that while they vigorously disputed the allegations in the Complaint, they are pleased to have resolved the matter. Any public comment by Parties or their counsel shall be consistent with the materials publicly-field with the Court. For example, Parties and their counsel may make statements or express their belief concerning: (i) the merits of the claims or defenses in the Litigation; (ii) the terms and conditions, amount, benefits, or favorable nature of the Settlement; and (iii) the reasons and support for the Settlement, Plan of Allocation, and any application or applications described in ¶7.1 above. Plaintiffs and Co-Lead Counsel and Defendants and Defendants' Counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

9.8 Whether or not the Stipulation is approved by the Court and whether or not the Settlement 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 all proceedings in connection with the Stipulation confidential.

9.9 This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that the Stipulation is the result of arm's-length negotiations

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

9.10 The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

9.11 No waiver of any term or provision of this Settlement Agreement, or of any breach or default hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all Parties or their respective successors-in-interest. No waiver of any term or provision of this Settlement Agreement, or of any breach or default hereof or hereunder, shall be construed as a waiver of the same or any other term or provision or of any previous or subsequent breach thereof.

9.12 The Stipulation and the Exhibits attached hereto and the Supplemental Agreement constitute the entire agreement among the Parties hereto and no representations, warranties or inducements have been made to any Party concerning the Stipulation or its Exhibits or the Supplemental Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each Party shall bear its own costs.

9.13 Co-Lead Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Settlement Class that it deems appropriate.

9.14 Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of any Party hereto hereby warrants that such Person has the full authority to do so.

9.15 The Stipulation may be executed in one or more counterparts, including by signature transmitted by email in pdf format. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

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

9.17 Subject to entry of the Judgment, substantially in the form of Exhibit B hereto, all Parties hereto submit to the jurisdiction of the Court for purposes of implementing the Settlement embodied in the Stipulation.

9.18 The Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Illinois, and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois without giving effect to that State's choice-of-law principles.

9.19 Pending approval of the Court of this Stipulation and its Exhibits, all non-settlement-related proceedings in this Action shall be stayed and all Members of the Settlement Class shall be barred and enjoined from prosecuting any of the Released Plaintiffs' Claims against any of the Released Defendant Parties.

9.20 Unless otherwise provided, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation without further order of the Court.

9.21 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 the Stipulation to be executed, by their duly authorized attorneys.

DATED: August 13, 2024

**ROBBINS GELLER RUDMAN
& DOWD LLP**

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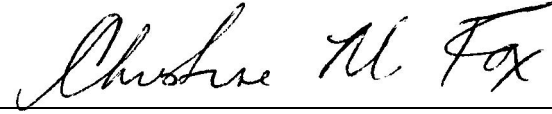
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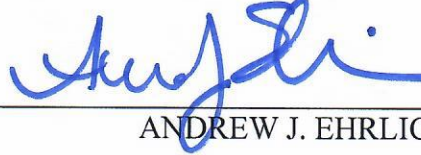
*Additional Counsel for Dearborn Police & Fire
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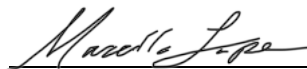
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Myers; General Atlantic LLC; General Atlantic
(OSH) Interholdco, L.P.; Newlight Partners LP;
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Srdjan Vukovic*

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on August 16, 2024, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will automatically send notification of such filing to all counsel of record.

/s/ Christine M. Fox

CHRISTINE M. FOX

INDEX OF EXHIBITS TO STIPULATION AND AGREEMENT OF SETTLEMENT

EXHIBIT	DOCUMENT
A	[Proposed] Order Preliminarily Approving Class Action Settlement and Providing for Notice
A-1	Notice of Pendency and Proposed Settlement of Class Action and Motion for Attorneys' Fees and Expenses
A-2	Proof of Claim and Release Form
A-3	Summary Notice of Pendency and Proposed Settlement of Class Action and Motion for Attorneys' Fees and Expenses
B	[Proposed] Final Judgment Approving Settlement

Exhibit A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

REGINALD T. ALLISON, Individually and on)	CASE NO. 1:22-CV-00149
Behalf of All Others Similarly Situated,)
)
Plaintiff,)
)
vs.)
)
OAK STREET HEALTH, INC., ET AL., et al.,)
)
Defendants.)
_____)

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT AND PROVIDING FOR NOTICE**

EXHIBIT A

WHEREAS, a class action is pending before the Court entitled *Allison v. OakStreet Health, Inc. et al.*, No. 1:22-cv-00149 (the “Action”);

WHEREAS, (i) Lead Plaintiffs Central Pennsylvania Teamsters Pension Fund – Defined Benefit Plan, Central Pennsylvania Teamsters Pension Fund – Retirement Income Plan 1987, and Boston Retirement System (“Lead Plaintiffs”), and additionally named plaintiff City of Dearborn Police & Fire Revised Retirement System (together, “Plaintiffs”), on behalf of themselves and each of the members of the Settlement Class, as defined below, on the one hand, and (ii) Defendants Oak Street Health, Inc. (“Oak Street Health” or the “Company”); Michael Pykosz; Timothy Cook; Geoff Price; Griffin Myers; General Atlantic LLC n/k/a General Atlantic, L.P.; General Atlantic (OSH) Interholdco, L.P. (together with General Atlantic LLC n/k/a General Atlantic, L.P., “GA”); Newlight Partners LP; Newlight Harbour Point SPV LLC (together with Newlight Partners LP, “Newlight”), Regina Benjamin, Carl Daley, Cheryl Dorsey, Mohit Kaushal, Kim Keck, Julie Klapstein, Paul Kusserow, Robbert Vorhoff, Srdjan Vukovic, J.P. Morgan Securities, Inc., Goldman Sachs & Co. LLC; Morgan Stanley & Co. LLC, William Blair & Company, LLC; and Piper Sandler Companies (collectively, “Defendants” and together with Plaintiffs, the “Parties”) on the other hand, have entered into a Stipulation and Agreement of Settlement, dated August 13, 2024 (the “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Action and for dismissal of the Action on the merits and with prejudice upon the terms and conditions set forth therein;

WHEREAS, Plaintiffs have made a motion, pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, for an order preliminarily approving the proposed Settlement in accordance

with the Stipulation, and directing notice of the Settlement to Settlement Class Members, as more fully described herein;

WHEREAS, the Court having read and considered: (a) Plaintiffs' motion for preliminary approval of the Settlement and authorization to retain the Claims Administrator to provide notice of the Settlement to the Settlement Class, and the papers filed and arguments made in connection therewith; and (b) the Stipulation and the Exhibits annexed thereto; and

WHEREAS, all defined terms contained herein shall have the same meanings as set forth in the Stipulation, unless otherwise defined herein;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Preliminary Approval of the Settlement.** The Court has reviewed the Stipulation and the Settlement set forth therein, and preliminarily approves the Settlement and finds, pursuant to Federal Rule of Civil Procedure 23(e)(1), that the Court will likely be able to approve the proposed Settlement as fair, reasonable, and adequate pursuant to Rule 23(e)(2), subject to further consideration at the Final Approval Hearing described below.

2. **Final Approval Hearing.** A hearing (the "Final Approval Hearing") shall be held before this Court on _____, 2024, at __: __.m., at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, to: (i) determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court; (ii) determine whether a Judgment as defined in ¶1.15 of the Stipulation should be entered herein, dismissing the Action with prejudice against Defendants; (iii) determine whether the proposed Plan of Allocation is fair and reasonable and should be approved; (iv) consider Co-Lead Counsel's application for an award of attorneys' fees and expenses and an application for an award to

Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4) directly related to their representation of the Settlement Class; and (v) consider such other matters the Court deems appropriate. Notice of the Settlement and the Final Approval Hearing shall be given to the Settlement Class Members as set forth in ¶7 of this Order. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class.

3. **Class Certification.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for purposes of effectuating this Settlement only, a Settlement Class of: All persons and entities who or which purchased or otherwise acquired the publicly traded common stock of Oak Street Health during the period from August 6, 2020 through November 8, 2021, both dates inclusive (the “Class Period”), including those who purchased shares of Oak Street Health common stock pursuant to or traceable to the registration statements and prospectuses issued in connection with Oak Street Health’s initial public offering on August 6, 2020, its December 2, 2020 secondary public offering, and its February 10, 2021 secondary public offering, and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate family of any Defendant who is an individual; (iii) any person who was an officer or director of Oak Street Health, GA, Newlight, or Humana, Inc. during the Class Period; (iv) any firm, trust, corporation, or other entity in which any Defendant has or had a controlling interest; (v) Oak Street Health’s employee retirement and employee benefit plan(s); (vi) Humana, Inc.; (vii) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any excluded person; and (viii) any persons or entities who or which exclude themselves by submitting a timely and valid request for exclusion that is accepted by the Court. Any “Investment Vehicle” shall not be excluded from the Settlement Class. “Investment Vehicle” means any investment company or pooled investment fund, including but not limited to mutual

fund families, exchange traded funds, fund of funds and hedge funds, in which Defendants, or any of them, have, has, or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but in which any Defendant alone or together with its, his or her respective affiliates is not a majority owner or does not hold a majority beneficial interest.

4. With respect to the Settlement Class, this Court preliminarily finds, for purposes of effectuating this Settlement only, that (i) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in the Action is impracticable; (ii) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (iii) the claims of the Plaintiffs in the Action are typical of the claims of the Settlement Class; (iv) Plaintiffs and Co-Lead Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and (v) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (a) the interests of the members of the Settlement Class in individually controlling the prosecution of the separate actions; (b) the extent and nature of any litigation concerning the controversy already commenced by members of the Settlement Class; (c) the desirability or undesirability of continuing the litigation of these claims in this particular forum; and (d) the difficulties likely to be encountered in the management of the class action.

5. For purposes of settlement only, the Court hereby preliminarily certifies Central Pennsylvania Teamsters Pension Fund – Defined Benefit Plan, Central Pennsylvania Teamsters Pension Fund – Retirement Income Plan 1987, Boston Retirement System and City of Dearborn Police & Fire Revised Retirement System as Class Representatives and Robbins Geller Rudman & Dowd LLP and Labaton Keller Sucharow LLP, as Class Counsel.

6. **Approval of Form and Content of Notice.** The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action and Motion for Attorneys' Fees and Expenses (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim" or "Claim Form") and the Summary Notice ("Summary Notice"), annexed hereto as Exhibits A-1, A-2 and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶7 of this Notice Order, (i) meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), Section 27 of the Securities Act of 1933, 15 U.S.C. §77z-1(a)(7), both as amended by the Private Securities Litigation Reform Act of 1995 and the United States Constitution (including the Due Process Clause); (ii) provide the best notice practicable under the circumstances; (iii) constitute notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Co-Lead Counsel's motion for a Fee and Expense Award, of their right to object to the Settlement, the Plan of Allocation, of their right to exclude themselves from the Settlement Class, and of their right to appear at the Final Approval Hearing; and (iv) shall constitute due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement.

7. **Retention of Claims Administrator and Manner of Notice.** Co-Lead Counsel is hereby authorized to retain JND Legal Administration ("Claims Administrator") to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Within fifteen (15) calendar days of entry of this Notice Order, counsel for Oak Street Health will use best efforts to cause Oak Street Health's transfer agent to provide lists

of purchasers of record during the Class Period and pursuant to the initial public offering, the December 2, 2020 secondary public offering, and the February 10, 2021 secondary public offering, in electronic searchable form, such as Excel, at no cost to the Settlement Class, the Claims Administrator, or Co-Lead Counsel. Defendants will be responsible for issuing notice pursuant to the Class Action Fairness Act of 2005 (“CAFA”), if any;

(b) Not later than _____, 2024 (the “Notice Date”) [a date that is twenty (20) calendar days from the date of this Order], the Claims Administrator shall commence mailing a copy of the Notice and the Claim Form, substantially in the forms annexed hereto, (the “Notice Packet”) by First-Class Mail to all Settlement Class Members who can be identified with reasonable effort, shall cause a copy of the Notice Packet to be mailed to the brokers and other nominees contained in the Claims Administrator’s broker database, and shall post the Notice Packet on a website to be developed for the Settlement. In addition, the Claims Administrator will mail a copy of the Notice Packet to any person who makes such a request;

(c) Not later than _____, 2024 [a date that is seven (7) calendar days after the Notice Date], the Claims Administrator shall cause the Summary Notice to be published once in *The Wall Street Journal*, and once over a national newswire service;

(d) Not later than the Notice Date, the Claims Administrator shall cause the Stipulation and its Exhibits to be posted on the following website: www.OakStreetHealthSecuritiesSettlement.com; and

(e) On or before _____, 2024 [a date that is seven (7) calendar days prior to the Final Approval Hearing], Co-Lead Counsel shall cause to be filed with the Court proof, by affidavit or declaration, of such mailing, publishing, and posting.

8. **Nominee Procedures.** The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons and entities who purchased or otherwise acquired Oak Street Health common stock from August 6, 2020 through November 8, 2021, inclusive, including shares of Oak Street Health common stock pursuant to or traceable to the registration statements and prospectuses issued in connection with Oak Street Health's initial public offering on August 6, 2020, its December 2, 2020 secondary public offering, and its February 10, 2021 secondary public offering, as record owners but not as beneficial owners. Such nominees shall either: (i) mail by First Class Mail or email the Notice Packet to beneficial owners of such Oak Street Health common stock within seven (7) calendar days after receipt of the Notice Packet, or (ii) provide a list of the names, addresses, and email addresses (if available) of such beneficial owners to the Claims Administrator within seven (7) calendar days of receipt of the Notice Packet, in which event the Claims Administrator shall promptly mail the Notice Packet to such beneficial owners. Nominees who elect to send the Notice Packet to their beneficial owners shall also send a statement to the Claims Administrator confirming that the mailing was made and shall retain their mailing records for use in connection with any further notices that may be provided in the Action. The Claims Administrator shall, if requested, reimburse banks, brokerage houses or other nominees out of the Settlement Fund solely for their reasonable out-of-pocket expenses, of up to \$0.03 per name/address provided and up to \$0.03 per mailing, plus postage at the Claims Administrator's rate for bulk mailings, incurred in providing notice to beneficial owners who are Settlement Class Members, which expenses would not have been incurred except for the sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation. Nominees who do not intend to comply with the provisions of this paragraph notify the Claims Administrator of that fact. Properly documented expenses incurred

by nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with any unresolved disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

9. **Participation in the Settlement.** All members of the Settlement Class (except Persons who request exclusion pursuant to ¶12 below) shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable to the Settlement Class, regardless of whether such Persons seek or obtain by any means, including, without limitation, by submitting a Claim Form or any similar document, any distribution from the Settlement Fund or the Net Settlement Fund.

10. Settlement Class Members who wish to recover from the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked or submitted electronically no later than _____, 2024 [a date that is twenty-one (21) calendar days before the Final Approval Hearing]. By submitting a Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter of the Settlement.

11. Any Settlement Class Member who does not validly submit a Claim Form within the time provided for or whose Claim is not otherwise approved by the Court: (a) shall be bound by the provisions of the Stipulation and Settlement and all proceedings, determinations, orders, and judgments in the Action concerning the Settlement, including, without limitation, the Judgment, and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; (b) shall be barred from commencing, maintaining, or prosecuting any of the

Released Plaintiffs' Claims against each and all of the Released Defendant Parties as more fully described in the Stipulation and Notice; and (c) shall be deemed to have waived his, her, or its right to share in the Net Settlement Fund and shall be barred from sharing in the distribution of the Net Settlement Fund, unless otherwise ordered by the Court or allowed by Co-Lead Counsel. Notwithstanding the foregoing, Co-Lead Counsel shall have the discretion (but not the obligation) to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund is not materially delayed thereby. No Person shall have any claim against Plaintiffs, Co-Lead Counsel, Defendants or their counsel, or the Claims Administrator by reason of the decision to exercise such discretion whether to accept late-submitted claims.

12. **Exclusion from the Settlement Class.** Any Person who purchased/acquired Oak Street Health common stock during the Class Period may, upon request as set forth below, be excluded or "opt out" from the Settlement Class. Any Person who desires to request exclusion from the Settlement Class shall do so in the manner described herein such that the request for exclusion is received no later than _____, 2024 [twenty-one (21) calendar days prior to the Final Approval Hearing]. Each request for exclusion must: (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity "requests exclusion from the Settlement Class in *Allison v. Oak Street Health, Inc., et al.*, Case No. 1:22-cv-00149 (N.D. Ill.)"; (iii) state the number of shares of Oak Street Health common stock that the person or entity requesting exclusion purchased/acquired and sold from August 6, 2020 through November 8, 2021, inclusive, as well as the dates and prices of each such purchase/acquisition and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. Upon receiving any request(s) for exclusion, the Claims

Administrator shall promptly notify Co-Lead Counsel and counsel for Defendants of such request(s) and provide them copies of such request(s) and the documentation accompanying them by electronic mail. A request for exclusion shall not be effective unless it provides all of the required information and is received within the time period set forth above, or is otherwise accepted by the Court.

13. All Persons who submit valid and timely requests for exclusion in the manner set forth in the Notice shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or the Judgment entered in the Action.

14. Any Settlement Class Member who or which does not timely and validly request exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her, or its right to be excluded from the Settlement Class; (b) shall be bound by the provisions of the Stipulation and Settlement and all proceedings, determinations, orders, and judgments in the Action, including, but not limited to, the Judgment, and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (b) will be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any of the Released Defendant Parties, as more fully described in the Stipulation and Notice.

15. **Appearance and Objections at Final Approval Hearing.** Any Member of the Settlement Class who or which does not request exclusion from the Settlement Class may enter an appearance in the Action, individually or through counsel of his, her or its own choice, at his, her or its own expense. Any such notice of appearance must be filed with the Court and delivered to Co-Lead Counsel and Defendants' Counsel Representatives at the addresses set forth in ¶16 below so that it is received no later than _____, 2024 [twenty-one (21) calendar days prior to the

Final Approval Hearing]. Settlement Class Members who do not enter an appearance will be represented by Co-Lead Counsel.

16. Any Settlement Class Member who or which does not request exclusion from the Settlement Class may file a written objection to the proposed Settlement, the Proposed Plan of Allocation, and/or Co-Lead Counsel's motion for fees and expenses, and appear and show cause, if he, she, or it has any cause, why the proposed Settlement of the Action should or should not be approved as fair, reasonable, and adequate, why the Judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, or why attorneys' fees and expenses should or should not be awarded to Plaintiffs' Counsel or Plaintiffs; provided, however, that no Settlement Class Member or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, or the order approving the Plan of Allocation, or the attorneys' fees and expenses to be awarded to Plaintiffs' Counsel or Plaintiffs, unless that Person has mailed or delivered said objections, papers, and briefs to the Clerk of the United States District Court for the Northern District of Illinois, so that they are received on or before _____, 2024 [a date that is twenty-one (21) calendar days prior to the Final Approval Hearing], and mailed or delivered copies of any such papers to Robbins Geller Rudman & Dowd LLP, Theodore J. Pinter, 655 West Broadway, Suite 1900, San Diego, CA 92101 and Paul, Weiss, Rifkind, Wharton & Garrison LLP, Andrew J. Ehrlich, 1285 Avenue of the Americas, New York, NY 10019-6064, such that they are received on or before the same date. To object, Settlement Class Members must send a letter stating that they object to the Settlement in *Allison v. Oak Street Health, Inc. et al.*, No. 1:22-cv-00149. They must include: (i) their name, address, telephone number, signature; (ii) documentation sufficient to establish membership in the Settlement Class, including documents

showing the number of shares of Oak Street Health common stock purchased/acquired from August 6, 2020 through November 8, 2021, inclusive; (iii) documents showing the number of any shares sold, the dates and prices of purchases and of any sales; and (iv) a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual bases for the objection and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. The documentation establishing membership in the Settlement Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional information found in a broker confirmation slip or account statement. In addition, the objector must identify any other class action settlement(s) in which they and their attorney has objected. Objectors who wish to present evidence and/or witnesses at the Final Approval Hearing in support of their objection must include in their written objection the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing. Any objector who does not make his, her or its objection in the manner provided in this Notice Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to Plaintiffs' Counsel or Plaintiffs, unless otherwise ordered by the Court.

17. At or after the Final Approval Hearing, the Court shall determine whether the Plan of Allocation proposed by Co-Lead Counsel and whether any application for attorneys' fees or expenses shall be approved.

18. **Settlement Fund.** All funds held by Robbins Geller Rudman & Dowd LLP and Labaton Keller Sucharow LLP (which the Court approves as the Escrow Agent) shall be deemed

and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

19. **Supporting Papers.** All opening papers in support of the Settlement, the Plan of Allocation, and the application for attorneys' fees and expenses shall be filed on or before _____, 2024 [a date that is thirty-five (35) calendar days prior to the Final Approval Hearing]. Any reply papers in response to objections shall be filed and served on or before _____, 2024 [a date that is seven (7) calendar days prior to the Final Approval Hearing].

20. Defendants shall not have any responsibility for, or liability with respect to, the Plan of Allocation or any application for attorneys' fees or expenses submitted by Co-Lead Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

21. **Use of this Order.** Neither this Notice Order nor the Stipulation (whether or not consummated), including any exhibits hereto and the Plan of Allocation (or any other plan of allocation that may be approved by the Court), nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement, including the Parties' mediation and subsequent Settlement, the communications and/or discussions leading to the execution of the Term Sheet and the Stipulation, and/or the approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered or received against any Released Defendant Party as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Defendant Party of the truth of any allegations by Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has

been or could have been asserted in the Action or in any other litigation, including, but not limited to, litigation of the Released Claims, or of any liability, negligence, fault, or wrongdoing of any kind of any of the Released Parties or in any way referred to for any other reason as against any of the Released Parties, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (b) shall be offered or received against any Released Defendant Party as evidence of a presumption, concession, or admission of any fault, misrepresentations, or omission with respect to any statement or written document approved or made by any Released Defendant Party, or against Plaintiffs, Plaintiffs' Counsel, or any Settlement Class Member as evidence of any infirmity in the claims of Plaintiffs and the Settlement Class; (c) shall be offered or received against any Released Defendant Party as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against any of the Released Parties, in any other civil, criminal, or administrative action or proceeding; provided, however, that if the Stipulation is approved by the Court, the Released Parties may refer to it to effectuate the releases granted them hereunder; or (d) shall be construed against Defendants, Plaintiffs, or the Settlement Class as evidence of a presumption, concession or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceeding other than this Settlement.

22. **Termination.** In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, the Settlement is not approved, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants pursuant to the Stipulation, then this Notice Order shall be rendered null and void, shall be of no further force and effect, except as otherwise provided by and in accordance with the

Stipulation, shall be vacated, shall be without prejudice to the rights of the Plaintiffs, other Settlement Class Members, and Defendants, and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and Plaintiffs and Defendants shall revert to their respective positions in the Action as of May 16, 2024, as provided in the Stipulation.

23. **Stay of Proceedings and Temporary Injunction.** All proceedings in the Action are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms and conditions of the Stipulation. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs and all Settlement Class Members from, either directly, representatively, or in any other capacity, commencing or prosecuting any and all of the Released Plaintiffs' Claims against each, any, or all Released Defendant Parties in any action or proceeding in any court or tribunal.

24. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to members of the Settlement Class and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may decide to hold the Final Approval Hearing by telephone or video conference without further mailed notice to the Settlement Class. If the Court orders that the Final Approval Hearing be conducted telephonically or by video conference, that decision will be posted on the website to be developed for the Settlement. Any Settlement Class Member (or his, her, or its counsel) who or which wishes to appear at the Final Approval Hearing should consult the Court's docket and/or the Settlement website for any change in date, time, or format of the hearing. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

DATED: _____

THE HONORABLE JEFFREY I. CUMMINGS
UNITED STATES DISTRICT JUDGE

Exhibit A-1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

REGINALD T. ALLISON, Individually and on)	CASE NO. 1:22-CV-00149
Behalf of All Others Similarly Situated,)
)
Plaintiff,)
)
vs.)
)
OAK STREET HEALTH, INC., ET AL., et al.,))
)
Defendants.)
_____)

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION
AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

EXHIBIT A-1

IF YOU PURCHASED OR OTHERWISE ACQUIRED OAK STREET HEALTH, INC. (“OAK STREET HEALTH” OR THE “COMPANY”) PUBLICLY TRADED COMMON STOCK DURING THE PERIOD FROM AUGUST 6, 2020 THROUGH NOVEMBER 8, 2021, INCLUSIVE, AND WERE ALLEGEDLY DAMAGED THEREBY, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.¹

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. It explains important rights you may have. If you are a Member of the Settlement Class, your legal rights will be affected whether or not you act.

Securities and Time Period: Oak Street Health common stock (CUSIP No. 67181A107) purchased or otherwise acquired during the period from August 6, 2020 through November 8, 2021, both dates inclusive (the “Class Period”), including those who purchased shares of Oak Street Health common stock pursuant to or traceable to the registration statements and prospectuses issued in connection with Oak Street Health’s initial public offering on August 6, 2020 (the “IPO”), its December 2, 2020 secondary public offering (the “December SPO”), and its February 10, 2021 secondary public offering (the “February SPO”).

Settlement Fund: \$60,000,000 in cash. Your recovery will depend on the number of shares of Oak Street Health common stock you purchased/acquired from August 6, 2020 through November 8, 2021, both dates inclusive, the timing of your purchases and any sales, and whether you bought in the IPO, the December SPO, or the February SPO. If claims are submitted for 100% of the allegedly damaged shares of Oak Street Health common stock, the estimated average recovery per damaged share will be approximately \$0.70 per share (before deduction of any Court-approved fees and expenses, such as attorneys’ fees and expenses, Taxes, Tax Expenses, and

¹ Any capitalized terms used in this Notice that are not defined have the meanings given to them in the Stipulation and Agreement of Settlement, dated August 13, 2024 (the “Stipulation”), which is available on the website established for the Settlement at www._____.com.

Notice and Administration Costs), and approximately \$0.48 per share after the deduction of the attorneys' fees and expenses discussed below, if claims are submitted for 100% of the eligible shares of Oak Street Health common stock. The actual amount per share that you could receive will depend on a number of factors, which are explained in the Plan of Allocation below on pages ___ to ___.

Settlement Class: The Court has preliminarily certified a Settlement Class of all persons and entities who or which purchased or otherwise acquired the publicly traded common stock of Oak Street Health during the period from August 6, 2020 through November 8, 2021, both dates inclusive, including those who purchased shares of Oak Street Health common stock pursuant to or traceable to the registration statements and prospectuses issued in connection with Oak Street Health's initial public offering on August 6, 2020, its December 2, 2020 secondary public offering, and its February 10, 2021 secondary public offering, and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate family of any Defendant who is an individual; (iii) any person who was an officer or director of Oak Street Health, GA, Newlight, or Humana, Inc. during the Class Period; (iv) any firm, trust, corporation, or other entity in which any Defendant has or had a controlling interest; (v) Oak Street Health's employee retirement and employee benefit plan(s); (vi) Humana, Inc.; (vii) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any excluded person; and (viii) any persons or entities who or which exclude themselves by submitting a timely and valid request for exclusion that is accepted by the Court.²

² Any "Investment Vehicle" is not excluded from the Settlement Class. "Investment Vehicle" means any investment company or pooled investment fund, including but not limited to mutual fund families, exchange traded funds, fund of funds and hedge funds, in which Defendants, or any of them, have, has, or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but in which any Defendant alone or together with its, his or her respective affiliates is not a majority owner or does not hold a majority beneficial interest.

Reasons for Settlement: The Parties have agreed to settle the case. The Settlement avoids the costs and risks associated with continued litigation, including the danger of no recovery for the Settlement Class, and provides a near-term cash benefit to the Settlement Class now. Here, the Parties were in the midst of discovery efforts at the time the Settlement was reached. The benefit of the Settlement must be considered against the risk that a smaller recovery—or no recovery at all—might be achieved after full discovery, class certification, summary judgment, a trial of the Action, and the likely appeals that would follow a trial. Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any Settlement Class Member was damaged, are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further litigation.

If the Case Had Not Settled: The Settlement must be compared to the risk of no recovery after contested motions, trial, and likely appeals. A trial is a risky proposition, and Plaintiffs might not have prevailed. The claims in this case involve numerous complex legal and factual issues that would require extensive and costly expert testimony. The Parties do not agree on whether Plaintiffs would have prevailed on their claims against Defendants. Nor do they agree on whether and to what extent the Settlement Class suffered any damages, including the average amount of damages per share that would be recoverable if Plaintiffs were to prevail in the Action. Among the many key issues about which the two sides do not agree are: (1) whether any of the Defendants violated the securities laws, the federal Anti-Kickback Statute, or the False Claims Act; (2) whether the statements alleged by Lead Plaintiffs were material, false, misleading or otherwise actionable under the securities laws; (3) whether the various facts alleged by the Lead Plaintiffs influenced the trading prices of Oak Street Health common stock during the relevant period; (4) the method for determining whether the prices of Oak Street Health common stock were artificially

inflated during the relevant period; (5) the amount (if any) of such inflation; and (6) the amount of damages (if any) that could be recovered at trial. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Action, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Plaintiffs and the Settlement Class have suffered any loss attributable to Defendants' actions or omissions.

Attorneys' Fees and Expenses: Plaintiffs' Counsel have not received any payment for their work investigating the facts, pursuing this Action and negotiating the Settlement on behalf of the Plaintiffs and the Settlement Class.³ Co-Lead Counsel will ask the Court, on behalf of Plaintiffs' Counsel, for attorneys' fees not to exceed 29% of the Settlement Amount, plus accrued interest, and expenses in an amount not to exceed \$1,000,000, plus accrued interest, to be paid from the Settlement Fund. In addition, Plaintiffs may request awards not to exceed \$40,000 pursuant to the Private Securities Litigation Reform Act of 1995 in connection with their representation of the Settlement Class. If the above amounts are requested and approved by the Court, the average cost will be approximately \$0.22 per allegedly damaged share of common stock if claims are submitted for 100% of the eligible shares of Oak Street Health common stock.

Identification of Representatives

Plaintiffs and the Settlement Class are represented by Co-Lead Counsel, Christine M. Fox, Labaton Keller Sucharow LLP, 140 Broadway, New York, New York, 10005, (888) 219-6877, www.labaton.com, settlementquestions@labaton.com; and James E. Barz, Robbins Geller Rudman & Dowd LLP, 200 South Wacker Drive, 31st Floor, Chicago, IL 60606, (630) 606-4107, www.rgrdlaw.com.

³ "Plaintiffs' Counsel" are Robbins Geller Rudman & Dowd LLP, Labaton Keller Sucharow LLP, and The Law Office of Racine & Associates.

Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: *Oak Street Health Securities Settlement*, c/o JND Legal Administration, [Address], [Phone], [email], [Website].

If you are a member of the Settlement Class, your legal rights are affected whether you act or don't act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM ON OR BEFORE _____, 2024	The <u>only</u> way to get a payment. If you are a Settlement Class Member, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in Question 13 below) that you have against Released Defendant Parties (defined in Question 13 below), so it is in your interest to submit a Claim Form. <i>See</i> Question 11 for details.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS ON OR BEFORE _____, 2024	Get no payment from the Settlement. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Plaintiffs' Claims. <i>See</i> Question 14 for details.
OBJECT ON OR BEFORE _____, 2024	Write to the Court about why you do not like the Settlement, the Plan of Allocation for distributing the proceeds of the Settlement, and/or Co-Lead Counsel's Fee and Expense Application. If you object, you will still be in the Settlement Class. <i>See</i> Question 19 for details.
PARTICIPATE IN A HEARING ON _____, 2024 AND FILE A NOTICE OF INTENTION TO APPEAR BY _____, 2024	Ask to speak in Court at the Final Approval Hearing, at the discretion of the Court, about the proposed Settlement, the proposed Plan of Allocation, and/or Co-Lead Counsel's Fee and Expense Application. <i>See</i> Question 23 for details. ⁴
DO NOTHING	Get no payment. Give up any rights to sue about the claims that are being resolved by the Settlement. You will still be bound by the terms of the Settlement and any orders or judgments entered by the Court in the Action.

⁴ The Court may change this date to a later date and/or time without further written notice to you. However, any different date or time will be posted on the Settlement website: www._____.com.

- These rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why Did I Receive This Notice Packet?

You or someone in your family may have purchased or otherwise acquired Oak Street Health publicly traded common stock from August 6, 2020 through November 8, 2021, both dates inclusive, including pursuant to or traceable to the registration statements and prospectuses issued in connection with Oak Street Health's IPO on August 6, 2020, its December 2, 2020 SPO, and/or its February 10, 2021 SPO. **Receipt of this Notice does not mean that you are a Member of the Settlement Class or that you will be entitled to receive a payment.** The Parties do not have access to your individual investment information. If you wish to be eligible for a payment, you are required to submit the Claim Form that is being distributed with this Notice.

The Court directed that you be sent this Notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows. This packet explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of Illinois, and the case is known as *Allison v. Oak Street Health Inc., et al.*, No. 1:22-cv-00149. The Action is assigned to the Honorable Jeffrey I. Cummings. The issuance of this Notice is not

an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator will make payments to eligible Settlement Class Members pursuant to the Settlement after any objections and appeals are resolved.

Central Pennsylvania Teamsters Pension Fund – Defined Benefit Plan, Central Pennsylvania Teamsters Pension Fund – Retirement Income Plan 1987, and Boston Retirement System are the Lead Plaintiffs and, together with additionally named plaintiff City of Dearborn Police & Fire Revised Retirement System, they are the “Plaintiffs.” Oak Street Health, Inc.; Michael Pykosz; Timothy Cook; Geoff Price; Griffin Myers; General Atlantic LLC; General Atlantic (OSH) Interholdco, L.P. (together with General Atlantic LLC n/k/a General Atlantic, L.P., “GA”); Newlight Partners LP; and Newlight Harbour Point SPV LLC (together with Newlight Partners LP, “Newlight”), Regina Benjamin, Carl Daley, Cheryl Dorsey, Mohit Kaushal, Kim Keck, Julie Klapstein, Paul Kusserow, Robbert Vorhoff, Srdjan Vukovic, J.P. Morgan Securities, Inc., Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC, William Blair & Company, LLC, and Piper Sandler Companies are the Defendants.

2. What Is This Lawsuit About?

This case was brought as a class action alleging violations of §§11, 12, and 15 of the Securities Act of 1933 (“Securities Act”) and §§10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”), and SEC Rule 10b-5 promulgated thereunder, on behalf of a class of all persons and entities who or which purchased or otherwise acquired Oak Street Health common stock from August 6, 2020 through November 8, 2021, inclusive, including those who purchased shares of Oak Street Health common stock pursuant to or traceable to the registration statements

and prospectuses issued in connection with Oak Street Health's IPO on August 6, 2020, its December 2, 2020 SPO, and its February 10, 2021 SPO.

Among other things, the Complaint alleges that during the Class Period, Defendants made false and misleading statements and omissions to investors concerning certain of Oak Street Health's patient acquisition tactics including paying for referrals and marketing free transportation to prospective patients, which Lead Plaintiffs claim violates the federal Anti-Kickback Statute and/or False Claims Act. Lead Plaintiffs allege the false and/or misleading statements artificially inflated Oak Street Health's stock price and when the truth was eventually disclosed, the price of Oak Street Health's stock declined, resulting in substantial damages to the Class. Thus, Lead Plaintiffs allege that Class Members overpaid for Oak Street Health common stock during the relevant time period. Defendants have vigorously denied and continue to vigorously deny all allegations of wrongdoing asserted in the Action and have vigorously denied and continue to vigorously deny any liability whatsoever to any member of the Settlement Class.

3. What Has Happened So Far in This Case?

The initial complaint was filed on January 10, 2022 (ECF No. 1), and on March 25, 2022, the Court appointed Central Pennsylvania Teamsters Pension Fund – Defined Benefit Plan (the “CPTPF Benefit Plan”), Central Pennsylvania Teamsters Pension Fund – Retirement Income Plan 1987 (the “CPTPF Retirement Plan” and together with the CPTPF Benefit Plan, the “CPTPF Plans”), and Boston Retirement System (“BRS”) as Lead Plaintiffs and the firms Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) and Labaton Keller Sucharow LLP (“Labaton”) as Co-Lead Counsel. (ECF No. 30).

The operative complaint in the Action is Lead Plaintiffs' Complaint for Violations of the Federal Securities Laws (the “Complaint”) filed on May 25, 2022. (ECF No. 40.). The Complaint

alleges violations of §§11, 12, and 15 of the Securities Act and §§10(b) and 20(a) of the Exchange Act and SEC Rule 10b-5 promulgated thereunder. The Complaint alleges that during the Class Period, Defendants made false and misleading statements and omissions to investors concerning certain of Oak Street Health's patient acquisition tactics, including paying for referrals and marketing free transportation to prospective patients. Lead Plaintiffs allege the false statements artificially inflated Oak Street Health's stock price and when the truth was eventually disclosed, the price of Oak Street Health's stock declined, resulting in substantial damages to the Class. (ECF No. 40).

On February 10, 2023, the Court (Judge Matthew F. Kennelly) issued an Order granting in part and denying in part Defendants' motion to dismiss. (ECF No. 74). The Court granted Defendants' motion to dismiss with respect to the Section 12(a)(2) claim in its entirety and the Section 11 claim only with respect to alleged misrepresentations and omissions from Oak Street's May 26, 2021 secondary offering, but the motion to dismiss was otherwise denied. On October 26, 2023, the case was reassigned case from Judge Matthew F. Kennelly to Judge Jeffrey I. Cummings. (ECF No. 123).

On December 15, 2023, Plaintiffs filed a Motion for Class Certification seeking to certify the class and appoint BRS, the CPTPF Plans, and additionally named plaintiff City of Dearborn Police & Fire Revised Retirement System ("Dearborn") as class representatives and Robbins Geller and Labaton as Class Counsel. (ECF Nos. 134, 135). On February 20, 2024, after deposing representatives from BRS, the CPTPF Plans, Dearborn, and the investment managers which transacted in Oak Street Health stock during the Class Period for each of the Plaintiffs, Defendants filed their opposition to Plaintiffs' motion for class certification. (ECF No. 145). On April 22, 2024, Plaintiffs filed their reply in further support of their motion for class certification. (ECF No.

162). The motion for class certification remained pending when the Parties agreed to settle the Action.

The case has been in fact discovery since early 2023 and more than 3.5 million pages of documents were produced by the Parties and non-parties. Fact depositions were underway at the time of settlement. Sixteen fact depositions and two class certification expert deposition had been taken.

On March 12, 2024, certain of the Parties participated in an in-person mediation session with a well-respected mediator, Robert A. Meyer of JAMS, who has extensive experience mediating complex class action litigations such as this Action. Following the mediation session, which did not result in an agreement, Mr. Meyer and the Parties spent two months continuing to negotiate a potential settlement. On May 16, 2024, the Parties agreed to settle the Action based upon a Mediator's Proposal issued by Robert Meyer.

4. Why Is This a Class Action?

In a class action, a class representative (in this case, the Court-appointed Lead Plaintiffs and additionally named plaintiff Dearborn) sues on behalf of people who have similar claims. Here, all these people are called the Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who timely and validly exclude themselves from the Settlement Class.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way they avoid the cost and uncertainty of a trial, and eligible Settlement Class Members who submit valid claims will receive compensation. Plaintiffs and Co-Lead Counsel think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT

To see if you will receive money from this Settlement, you first have to determine if you are a Settlement Class Member.

6. How Do I Know if I Am Part of the Settlement Class?

The Court directed that everyone who fits the following description is a Settlement Class Member and subject to the Settlement unless they are an excluded person (see Question 7 below) or take steps to exclude themselves from the Settlement Class (see Question 14 below).

All persons and entities who or which purchased or otherwise acquired the publicly traded common stock of Oak Street Health during the period from August 6, 2020 through November 8, 2021, both dates inclusive, (the Class Period) including those who purchased shares of Oak Street Health common stock pursuant to or traceable to the registration statements and prospectuses issued in connection with Oak Street Health's initial public offering on August 6, 2020, its December 2, 2020 secondary public offering, and its February 10, 2021 secondary public offering, and were allegedly damaged thereby.

7. What Are the Exceptions to Being Included?

Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate family of any Defendant who is an individual; (iii) any person who was an officer or director of Oak Street Health, GA, Newlight, or Humana, Inc. during the Class Period; (iv) any firm, trust, corporation, or other entity in which any Defendant has or had a controlling interest; (v) Oak Street Health's employee retirement and employee benefit plan(s); (vi) Humana, Inc.; (vii) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any excluded person; and (viii) any persons or entities who or which exclude themselves by submitting a timely and valid request for exclusion that is accepted by the Court.

Any "Investment Vehicle" is not excluded from the Settlement Class. "Investment Vehicle" means any investment company or pooled investment fund, including but not limited to mutual fund families, exchange traded funds, fund of funds and hedge funds, in which Defendants, or any of them, have, has, or may have a direct or indirect interest, or as to which its affiliates may

act as an investment advisor, but in which any Defendant alone or together with its, his or her respective affiliates is not a majority owner or does not hold a majority beneficial interest.

If you only sold Oak Street Health common stock during the Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you purchased or otherwise acquired Oak Street Health common stock during the Class Period.

Please note that receipt of this Notice does not mean that you are a Settlement Class Member or that you will be entitled to a payment from the Settlement. If you are a Settlement Class Member and you wish to be eligible to receive a payment from the Settlement, you are required to submit a Claim Form and the required supporting documentation as set forth in Question 11 below *no later than* _____, 2024.

8. What if I'm Still Not Sure if I Am Included?

If you are still not sure whether you are included, you can ask for free help. You can contact a representative of Co-Lead Counsel: Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, (800) 449-4900, settlementinfo@rgrdlaw.com and Christine M. Fox, Labaton Sucharow LLP, 140 Broadway, New York, New York 10005, (888) 219-6877, www.labaton.com, settlementquestions@labaton.com, for more information. Or you can fill out and return the Claim Form described in Question 11, to see if you qualify.

PLEASE DO NOT CALL THE COURT OR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT

THE SETTLEMENT BENEFITS – WHAT YOU GET

9. What Does the Settlement Provide?

Defendants have agreed to cause the payment of \$60 million in cash, which may accrue interest (the “Settlement Fund”). The balance of this fund after payment of Court-approved

attorneys' fees and expenses, any award to Plaintiffs, the costs of notice and claims administration, and Taxes and Tax Expenses (the "Net Settlement Fund"), will be divided among all eligible Settlement Class Members who send in valid Claim Forms.

10. How Much Will My Payment Be? What Is the Plan of Allocation?

Your share of the Net Settlement Fund will depend on several things, including the total value of valid claims of Settlement Class Members, compared to the amount of your claim, as calculated under the Plan of Allocation described below.

The Plan of Allocation set forth below is the plan that is being proposed by Lead Plaintiffs and their counsel to the Court for approval. The Court may approve this Plan of Allocation or modify it without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Settlement website at: _____.

The objective of this Plan of Allocation is to equitably distribute the Net Settlement Fund among members of the Settlement Class who submit valid Claim Forms ("Authorized Claimants") based on their respective alleged economic losses resulting from the violations of the federal securities laws alleged in the Action.

The Claims Administrator shall determine each Claimant's "Recognized Claim" and Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim." The Recognized Claim formulas below are the basis upon which the Net Settlement Fund will be proportionately allocated to Authorized Claimants. This plan was developed in consultation with Co-Lead Counsel's consulting damages expert. The plan, however, is not a formal damages analysis and the Recognized Claim formulas are not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement.

All purchases and acquisitions of Oak Street Health common stock during the Class Period (August 6, 2020 through November 8, 2021), and held through an allegedly corrective disclosure, are potentially eligible for compensation based on claims asserted under Section 10(b) of the Exchange Act. In addition, certain purchases of Oak Street Health common stock during the Class Period—shares that were purchased in or traceable to the August 6, 2020 IPO or purchased in the December 2, 2020 SPO or the February 10, 2021 SPO—are also potentially eligible for compensation based on claims asserted under Section 11 of the Securities Act.

I. CALCULATION OF RECOGNIZED CLAIMS

For purposes of determining whether a Claimant has a Recognized Claim, purchases, acquisitions, and sales of Oak Street Health common stock will first be matched on a First In/First Out (“FIFO”) basis. Class Period sales will be matched against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period. A “Recognized Loss Amount” will be calculated as set forth below for each purchase or acquisition of Oak Street Health common stock during the Class Period that is listed in the Claim Form and for which adequate documentation is provided.

The Recognized Loss Amount for each purchase or acquisition of Oak Street Health common stock during the Class Period will be the greater of (a) the Exchange Act Recognized Loss Amount, if any, or (b) the Securities Act Recognized Loss Amount, if any, multiplied by 1.15.⁵ To the extent that the calculation of a Recognized Loss Amount results in a negative number (a gain), that number shall be set to zero. The calculation of a Recognized Loss Amount will depend upon several factors, including when the Oak Street Health common stock was purchased

⁵ The Securities Act does not require a plaintiff to prove, for example, that a defendant acted with scienter. To reflect the difference in the standard of proof under the Securities Act Claims and Exchange Act Claims, the Securities Act Recognized Loss Amounts will be multiplied by 1.15.

or acquired, how many shares were acquired, whether the shares were ever sold, and, if so, when they were sold and for what amounts.

In addition, the Claims Administrator will determine whether each Claimant had a “market gain” or “market loss” on all purchases/acquisitions during the Class Period.⁶ If a Claimant had an overall market gain, the value of the Claimant’s “Recognized Claim” shall be zero and such Claimants will not recover from the Settlement. However, such Claimants will still be bound by the Settlement. If a Claimant had an overall market loss, the value of the Claimant’s Recognized Claim shall be the lesser of (a) the overall market loss; and (b) the sum total of the Claimant’s aggregate Recognized Loss Amounts based on the calculations below.

Exchange Act Claims

For losses to be compensable damages under Section 10(b) of the Exchange Act, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the securities at issue. In this case, Plaintiffs allege that Defendants issued false statements and omitted material facts during the Class Period which allegedly artificially inflated the price of Oak Street Health common stock. It is alleged that corrective information released to the market on November 8, 2021, after market close, impacted the market price of Oak Street Health common stock on November 9, 2021 in a statistically significant manner and removed alleged artificial inflation from the Oak Street Health common stock share price. Accordingly, in order to have a compensable loss in this Settlement under the Exchange Act, shares of Oak Street Health common

⁶ After matching on a FIFO basis as explained above, market gains and losses for Class Period purchases/acquisitions will be calculated based on purchase/acquisition price minus (i) the sale price, if sold prior to November 9, 2021, (ii) the average closing price from November 9, 2021 up to the date of sale as set forth in Table 1 below, if sold between November 9, 2019 and February 4, 2022, or (iii) \$28.97, if held as of the close of trading on February 4, 2022.

stock must have been purchased or acquired during the Class Period and held through November 8, 2021.

The formula set forth below calculates an “Exchange Act Recognized Loss Amount” for each purchase or acquisition of Oak Street Health common stock during the Class Period that is listed in the Claim Form and for which adequate documentation is provided. Exchange Act Recognized Loss Amounts are calculated under the Plan of Allocation based primarily on the difference in the amount of alleged artificial inflation in the prices of Oak Street Health common stock at the time of purchase/acquisition and at the time of sale, or the difference between the actual purchase/acquisition price and sale price.

Exchange Act Recognized Loss Amounts

For each share of Oak Street Health common stock purchased or otherwise acquired from August 6, 2020 through and including November 8, 2021, and:

- A. Sold before November 9, 2021, the Exchange Act Recognized Loss Amount for each such share shall be zero.⁷
- B. Sold during the period from November 9, 2021 through February 4, 2022, the Exchange Act Recognized Loss Amount for each such share shall be *the least of*:
 - 1. \$4.57; or
 - 2. the actual purchase/acquisition price of each such share *minus* the average closing price from November 9, 2021, up to the date of sale as set forth in **Table 1** below; or
 - 3. the purchase/acquisition price *minus* the sale price.
- C. Held as of the close of trading on February 4, 2022, the Exchange Act Recognized Loss Amount for each such share shall be *the lesser of*:
 - 1. \$4.57; or
 - 2. the purchase/acquisition price of each such share *minus* \$28.97.⁸

⁷ Any transactions in Oak Street Health common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

⁸ Pursuant to Section 21D(e)(1) of the Exchange Act, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of

Securities Act Claims

Securities Act claims were asserted with respect to shares of Oak Street Health common stock purchased or otherwise acquired during the Class Period pursuant or traceable to the IPO or the two SPOs. The Plan of Allocation presumes that, because the IPO was an initial offering of the security, all shares of Oak Street Health stock purchased from the initial offering of the security on August 6, 2020 through December 1, 2020 are traceable to the IPO and potentially eligible for recovery under the Securities Act. The first SPO occurred on December 2, 2020 and second SPO occurred on February 10, 2021. As set forth below, certain shares of Oak Street Health common stock that were purchased at the offering prices and at the times of the offerings are presumed to have been purchased/acquired pursuant or traceable to the first and second SPOs under this Plan of Allocation, and such shares are potentially eligible for recovery under the Securities Act.

The statutory formula for the calculation of damages under Section 11 of the Securities Act serves as a guide for the calculation of the “Securities Act Loss Amounts” under the Plan of Allocation. For purposes of the Securities Act calculations, May 25, 2022, the date of filing of the operative complaint in the Action, is considered to be the “date of suit,” and May 1, 2023, the last date that Oak Street Health common stock traded, is considered to be the “date of judgment.”

damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Oak Street Health common stock during the “90-day look-back period,” November 9, 2021 through February 4, 2022. The mean (average) closing price for Oak Street Health common stock during this 90-day look-back period was \$28.97.

Securities Act Recognized Loss Amounts

For each share of Oak Street Health common stock purchased or otherwise acquired in the August 6, 2020 IPO through December 1, 2020 and:

- A. Sold before November 9, 2021, the Securities Act Recognized Loss Amount for each such share shall be zero.
- B. Sold on or after November 9, 2021 and before May 25, 2022, the Securities Act Recognized Loss Amount for each such share shall be ***the lesser of***: (1) the purchase/acquisition price per share (not to exceed the issue price at the Offering of \$21.00 per share) minus the sale price per share; or (2) \$4.57.
- C. Sold from May 25, 2022 through the close of trading on May 1, 2023, the Securities Act Recognized Loss Amount for each such share shall be ***the lesser of***: (1) the purchase/acquisition price per share (not to exceed the issue price at the Offering of \$21.00 per share) minus the sale price per share (not to be less than \$17.37 per share, the closing price on May 25, 2022); or (2) \$4.57.
- D. Retained through the close of trading on May 1, 2023, the Securities Act Recognized Loss Amount for each such share shall be ***the lesser of***: (1) the purchase/acquisition price per share (not to exceed the issue price at the Offering of \$21.00 per share) minus \$17.37 per share, the closing price on May 25, 2022; or (2) \$4.57.

For each share of Oak Street Health common stock purchased or otherwise acquired in the December 2, 2020 SPO,⁹ and

- A. Sold before November 9, 2021, the Securities Act Recognized Loss Amount for each such share shall be zero.
- B. Sold on or after November 9, 2021 and before May 25, 2022, the Securities Act Recognized Loss Amount for each such share shall be ***the lesser of***: (1) the purchase/acquisition price per share (not to exceed the issue price at the December Secondary Offering of \$46.00 per share) minus the sale price per share; or (2) \$4.57.
- C. Sold from May 25, 2022 through the close of trading on May 1, 2023, the Securities Act Recognized Loss Amount for each such share shall be ***the lesser of***: (1) the purchase/acquisition price per share (not to exceed the issue price at the December Secondary Offering of \$46.00 per share) minus the sale price per share (not to be less than \$17.37 per share, the closing price on May 25, 2022); or (2) \$4.57.
- D. Retained through the close of trading on May 1, 2023, the Securities Act Recognized Loss Amount for each such share shall be ***the lesser of***: (1) the purchase/acquisition price per

⁹ The Plan of Allocation presumes that shares of Oak Street Health common stock purchased/acquired at the Secondary Offering price of \$46.00 per share between December 2, 2020 and December 7, 2020 were purchased/acquired pursuant or traceable to the December SPO. Claimants must provide adequate documentation of these conditions, as specified herein.

share (not to exceed the issue price at the December Secondary Offering of \$46.00 per share) *minus* \$17.37 per share, the closing price on May 25, 2022; or (2) \$4.57.

For each share of Oak Street Health common stock purchased or otherwise acquired in the February 10, 2021 SPO,¹⁰ and

- A. Sold before November 9, 2021, the Securities Act Recognized Loss Amount for each such share shall be zero.
- B. Sold on or after November 9, 2021 and before May 25, 2022, the Securities Act Recognized Loss Amount for each such share shall be *the lesser of*: (1) the purchase/acquisition price per share (not to exceed the issue price at the February Secondary Offering of \$56.00 per share) *minus* the sale price per share; or (2) \$4.57.
- C. Sold from May 25, 2022 through the close of trading on May 1, 2023, the Securities Act Recognized Loss Amount for each such share shall be *the lesser of*: (1) the purchase/acquisition price per share (not to exceed the issue price at the February Secondary Offering of \$56.00 per share) *minus* the sale price per share (not to be less than \$17.37 per share, the closing price on May 25, 2022); or (2) \$4.57.
- D. Retained through the close of trading on May 1, 2023, the Securities Act Recognized Loss Amount for each such share shall be *the lesser of*: (1) the purchase/acquisition price per share (not to exceed the issue price at the February Secondary Offering of \$56.00 per share) *minus* \$17.37 per share, the closing price on May 25, 2022; or (2) \$4.57.

II. ADDITIONAL PROVISIONS

Purchases, acquisitions, and sales of Oak Street Health common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” or “sale” date. The receipt or grant by gift, inheritance or operation of law of Oak Street Health common stock during the Class Period shall not be deemed a purchase, acquisition, or sale of these shares of Oak Street Health common stock for the calculation of a Claimant’s Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares of such Oak Street Health common stock, unless (i) the donor or decedent purchased such shares of Oak Street Health common stock during the Class Period;

¹⁰ The Plan of Allocation presumes that shares of Oak Street Health common stock purchased/acquired at the Secondary Offering price of \$56.00 per share between February 10, 2021 and February 16, 2021 were purchased/acquired pursuant or traceable to the February SPO. Claimants must provide adequate documentation of these conditions.

(ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Oak Street Health common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase or acquisition that matches against (or “covers”) a “short sale” is zero. The Recognized Loss Amount on a “short sale” that is not covered by a purchase or acquisition is also zero.

In the event that a Claimant newly establishes a short position during the Class Period, the earliest subsequent Class Period purchase or acquisition shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

Oak Street Health common stock is the only security eligible for recovery under the Plan of Allocation. With respect to Oak Street Health common stock purchased/acquired or sold through the exercise of an option, the purchase/sale date of the Oak Street Health common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant’s Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

Given the costs of distribution, the Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

Class Members who do not submit acceptable Claim Forms will not share in the distribution of the Net Settlement Fund; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action unless they have timely and validly sought exclusion.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after a reasonable period of time after the initial distribution of such funds shall be re-distributed to Class Members who have cashed their initial distributions in an economical manner, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. Any balance that still remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund, shall be contributed to Consumer Federation of America.

Please contact the Claims Administrator or Co-Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Claim Form. If you are

dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over the claims administration process, to decide the issue by submitting a written request.

Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court shall be conclusive against all Claimants. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, their damages expert, the Claims Administrator, or other agent designated by Plaintiffs' Counsel, arising from determinations or distributions to Claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Plaintiffs, Defendants and their respective counsel, and all other Released Defendant Parties shall have no responsibility for, or 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 Form or non-performance of the Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund or any losses incurred in connection therewith.

TABLE 1

**Oak Street Health Common Stock Closing Price and Average Closing Price
November 9, 2021 – February 4, 2022**

Date	Closing Price	Average Closing Price Between November 9, 2021 and Date Shown	Date	Closing Price	Average Closing Price Between November 9, 2021 and Date Shown
11/9/2021	\$37.14	\$37.14	12/23/2021	\$35.10	\$33.77
11/10/2021	\$36.13	\$36.64	12/27/2021	\$35.18	\$33.81
11/11/2021	\$36.95	\$36.74	12/28/2021	\$33.88	\$33.82
11/12/2021	\$38.52	\$37.19	12/29/2021	\$33.72	\$33.81
11/15/2021	\$39.85	\$37.72	12/30/2021	\$35.07	\$33.85
11/16/2021	\$40.60	\$38.20	12/31/2021	\$33.14	\$33.83
11/17/2021	\$39.55	\$38.39	1/3/2022	\$34.51	\$33.85
11/18/2021	\$37.02	\$38.22	1/4/2022	\$32.08	\$33.80

Date	Closing Price	Average Closing Price Between November 9, 2021 and Date Shown	Date	Closing Price	Average Closing Price Between November 9, 2021 and Date Shown
11/19/2021	\$36.33	\$38.01	1/5/2022	\$30.05	\$33.71
11/22/2021	\$33.60	\$37.57	1/6/2022	\$26.74	\$33.54
11/23/2021	\$32.37	\$37.10	1/7/2022	\$25.47	\$33.35
11/24/2021	\$32.96	\$36.75	1/10/2022	\$24.70	\$33.14
11/26/2021	\$30.77	\$36.29	1/11/2022	\$26.50	\$32.99
11/29/2021	\$30.67	\$35.89	1/12/2022	\$25.38	\$32.82
11/30/2021	\$30.95	\$35.56	1/13/2022	\$23.56	\$32.62
12/1/2021	\$30.10	\$35.22	1/14/2022	\$22.00	\$32.40
12/2/2021	\$30.90	\$34.97	1/18/2022	\$20.14	\$32.14
12/3/2021	\$28.40	\$34.60	1/19/2022	\$19.50	\$31.88
12/6/2021	\$30.12	\$34.36	1/20/2022	\$19.12	\$31.63
12/7/2021	\$31.70	\$34.23	1/21/2022	\$17.48	\$31.35
12/8/2021	\$32.59	\$34.15	1/24/2022	\$18.22	\$31.10
12/9/2021	\$31.49	\$34.03	1/25/2022	\$17.09	\$30.83
12/10/2021	\$31.48	\$33.92	1/26/2022	\$15.92	\$30.56
12/13/2021	\$32.58	\$33.87	1/27/2022	\$15.01	\$30.27
12/14/2021	\$32.59	\$33.81	1/28/2022	\$15.62	\$30.01
12/15/2021	\$32.85	\$33.78	1/31/2022	\$17.38	\$29.79
12/16/2021	\$31.21	\$33.68	2/1/2022	\$18.09	\$29.59
12/17/2021	\$33.97	\$33.69	2/2/2022	\$16.71	\$29.37
12/20/2021	\$33.36	\$33.68	2/3/2022	\$17.22	\$29.17
12/21/2021	\$34.20	\$33.70	2/4/2022	\$16.80	\$28.97
12/22/2021	\$34.61	\$33.73			

HOW YOU OBTAIN A PAYMENT – SUBMITTING A CLAIM FORM

11. How Can I Obtain a Payment?

To qualify for a payment, you must be an eligible Settlement Class Member, send in a timely and valid Claim Form, and properly document your claim as requested in the Claim Form. A Claim Form is enclosed with this Notice, or it may be downloaded at www._____.com. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and either mail it so that it is postmarked **no later than _____, 2024** or submit it online at www._____.com by **no later than _____, 2024**.

12. When Will I Receive My Payment?

The Court will hold a hearing on _____, 2024, at ____:_____.m., to decide whether to approve the Settlement. If Judge Cummings approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them and the claims administration process takes time, perhaps several years. Please be patient.

13. What Am I Giving Up to Receive a Payment or Stay in the Settlement Class?

Unless you timely and validly exclude yourself, you are a Member of the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or any of the other Released Defendant Parties about the Released Plaintiffs' Claims. It also means that all of the Court's orders, including a judgment ("Judgment") dismissing the Action with prejudice on the merits, will apply to you and legally bind you.

"Related Parties" means each of a Defendant's or Plaintiff's past or present directors, officers, employees, partners, trustees, trusts, insurers, co-insurers, reinsurers, principals, controlling shareholders, members, agents, managing agents, administrators, attorneys, accountants, auditors, bankers, contractors, underwriters, investment advisors, personal or legal representatives, predecessors, successors, direct and/or indirect parents, subsidiaries, divisions,

investment funds, joint ventures, general or limited partnerships, limited liability companies, affiliates, assigns, assignees, spouses, heirs, executors, estates, beneficiaries, related or affiliated entities (including their employees, directors, members, and partners), any entity in which a Defendant or Plaintiff has a controlling interest, any member of a Defendant's immediate family, any trust of which a Defendant is the settlor or which is for the benefit of a Defendant and/or any member of a Defendant's immediate family, and any entity in which a Defendant and/or any member of a Defendant's immediate family has or had a controlling interest (directly or indirectly).

“Released Plaintiffs’ Claims” means any and all claims (including Unknown Claims as defined in the Stipulation), and causes of action of every nature and description, whether known or unknown, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that Plaintiffs or any other member of the Settlement Class: (a) asserted in the Action, including in any complaint or pleading therein; or (b) could have asserted in the Action or any forum that arise out of, are based upon, or relate to, both: (1) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the complaints filed in the Action and (2) the purchase, acquisition, sale, or disposition of Oak Street Health publicly traded common stock during the Class Period. Released Plaintiffs’ Claims shall be interpreted and enforced to the full extent permitted by law. Released Plaintiffs’ Claims shall not include claims to enforce the Settlement or any governmental or regulatory claims against the Defendants and their Related Parties, including any arising out of any investigation of Oak Street Health by the United States Department of Justice.

“Released Defendant Parties” means each and all of the Defendants, and each and all of their respective Related Parties.

“Released Parties” means each and all of the Released Defendant Parties and the Released Plaintiff Parties.

“Released Plaintiff Parties” means each and all of the Plaintiffs, and each and all of their respective Related Parties.

“Unknown Claims” means (a) any and all Released Plaintiffs’ Claims that Plaintiffs or any other Settlement Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Defendant Parties, or might have affected his, her or its decision not to object to this Settlement or seek exclusion from the Settlement Class; and (b) any and all Released Defendants’ Claims that the Released Defendant Parties do not know or suspect to exist in his, her or its favor at the time of the release of the Released Plaintiff Parties, which, if known by him, her, or it, might have affected his, her, or its settlement and release of the Released Plaintiff Parties. With respect to (a) any and all Released Plaintiffs’ Claims against the Released Defendant Parties, and (b) any and all Released Defendants’ Claims against the Released Plaintiff Parties, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly and each of the other Settlement Class Members and Released Defendant Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law any and all provisions, rights, and benefits of California Civil Code §1542, which provides:

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

The Parties shall each expressly waive and each Settlement Class Member and Released Defendant Party 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 or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. The Plaintiffs, Settlement Class Members, and Released Defendant Parties may hereafter discover facts, legal theories, or authorities 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 Plaintiffs' Claims or Released Defendants' Claims, but (a) Plaintiffs shall each expressly, fully, finally and forever settle and release, and each other Settlement Class Member, upon the Effective Date, shall be deemed to have fully, finally and forever settled and released, any and all Released Plaintiffs' Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have or will exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) Defendants shall each expressly, fully, finally and forever settle and release, and each other Released Defendant Parties, upon the Effective Date, shall be deemed to have fully, finally and forever settled and released, any and all Released Defendants' Claims against the Released Plaintiff Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have or will exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties acknowledge, and the Settlement Class Members and Released Defendant Parties 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.

The Judgment will also provide that upon the Effective Date, without any further action by anyone, Plaintiffs and each of the Settlement Class Members, and their respective Related Parties, in their capacities as such, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, compromised, settled, resolved, waived, discharged, against the Released Defendant Parties (whether or not such Settlement Class Member executes and delivers a Proof of Claim) any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims). These releases and waivers were separately bargained for and are essential elements of the Stipulation and the Settlement.

Moreover, upon the Effective Date, Plaintiffs and all Settlement Class Members, and their respective Related Parties, in their capacities as such, shall be permanently barred and enjoined from the assertion, institution, maintenance, prosecution, or enforcement against any Released Defendant Parties, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims).

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want to participate in this Settlement, and you want to keep the right to sue or continue to sue the Defendants or any other Released Defendant Parties on your own concerning the Released Plaintiffs' Claims, then you must take steps to get out of the Settlement Class. This is called excluding yourself or is sometimes referred to as opting out of the class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Action, you should consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

14. How Do I Get Out of the Settlement Class?

To exclude yourself from the Settlement Class you must send a letter by mail stating that you want to be excluded from *Allison v. Oak Street Health, Inc., et al.*, No. 1:22-cv-00149. Your request for exclusion must: (1) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (2) state that such person or entity “requests exclusion from the Settlement Class in *Allison v. Oak Street Health, Inc., et al.*, Case No. 1:22-cv-00149 (N.D. Ill.)”; (3) state the number of shares of Oak Street Health common stock the person or entity requesting exclusion purchased/acquired/and sold from August 6, 2020 through November 8, 2021, inclusive, as well as the dates and prices of each such purchase/acquisition and sale; and (4) be signed by the person or entity requesting exclusion or an authorized representative. You must mail your exclusion request so that it is *received no later than* _____, 2024, to:

Oak Street Health Securities Settlement
c/o JND Legal Administration
EXCLUSIONS
[Add Address]

You cannot exclude yourself on the phone or by e-mail. If you properly ask to be excluded, you cannot submit a Claim Form, because you are not eligible to receive any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

Please note, however, if you decide to exclude yourself from the Settlement Class, Defendants and the other Defendants’ Releasees will have the right to assert any and all defenses they may have to any claims that you may seek to assert.

15. If I Do Not Exclude Myself, Can I Sue the Defendants for the Same Thing Later?

No. Unless you timely and validly exclude yourself, you give up any right to sue the Defendants and the Released Defendant Parties for any and all Released Plaintiffs' Claims. If you have a pending lawsuit against any of these parties, including the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is _____, 2024.

16. If I Exclude Myself, Can I Receive Money From This Settlement?

No. If you exclude yourself, do not send in a Claim Form. But you may be able to sue, continue to sue, or be part of a different lawsuit involving the Released Plaintiffs' Claims against the Defendants and the other Released Defendant Parties.

THE LAWYERS REPRESENTING YOU

17. Do I Have a Lawyer in This Case?

The Court appointed the law firms of Robbins Geller Rudman & Dowd LLP and Labaton Keller Sucharow LLP to represent you and other Settlement Class Members. These lawyers are called Co-Lead Counsel. You will not be directly charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How Will the Lawyers Be Paid?

Co-Lead Counsel will, on behalf of all Plaintiffs' Counsel, ask the Court for attorneys' fees not to exceed 29% of the Settlement Amount, plus interest that is accrued, and for expenses in an amount not to exceed \$1,000,000, plus accrued interest. The amounts that are approved by the Court will be deducted from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on

a wholly contingent basis. Plaintiffs' Counsel have committed a substantial amount of time and significant expenses in litigating this case for the benefit of the Settlement Class. To date, Plaintiffs' Counsel have not been paid for their services in conducting this Action on behalf of Plaintiffs and the Settlement Class, nor for their expenses. The fees requested will compensate counsel for their work in achieving the Settlement. The Court will decide what is a reasonable fee award and may award less than the amount requested by Co-Lead Counsel.

OBJECTING TO THE SETTLEMENT AND RELATED RELIEF

You can tell the Court that you do not agree with the Settlement or some part of it.

19. How Do I Tell the Court That I Do Not Like Something About the Settlement?

If you are a Settlement Class Member, you can object if you do not like any part of the Settlement and explain why (i) the Settlement should or should not be approved as fair, reasonable, and adequate; (ii) the Judgment should or should not be entered; (iii) the Plan of Allocation should or should not be approved, or (iv) the request for attorneys' fees and expenses should or should not be awarded by the Court. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement in *Allison v. Oak Street Health, Inc., et al.*, No. 1:22-cv-00149. You must include: (i) your name, address, telephone number, and your signature; (ii) documentation sufficient to establish your membership in the Settlement Class, including documents showing the number of shares of Oak Street Health common stock you purchased/acquired from August 6, 2000 through November 8, 2021, inclusive; (iii) documents showing the number of any shares sold, the dates and prices of purchases and of any sales; and (iv) a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual bases for the objection and whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. The documentation establishing membership in the Settlement Class must consist of copies of brokerage confirmation

slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement. In addition, you must identify any other class action settlement(s) in which you and your attorney has objected. If you intend to present evidence or witnesses, you must disclose that information and explain it in your objection. Any objection **must** be mailed or delivered so that it is **received** by **each** of the following **no later than** _____, **2024**:

Court:

Clerk of the Court
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
Everett McKinley Dirksen U.S. Courthouse
219 South Dearborn Street
Chicago, IL 60604

Co-Lead Counsel Representative:

Theodore J. Pintar
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Defendants' Counsel Representative:

Andrew J. Ehrlich
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019-6064

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to any aspect of the proposed Settlement, the proposed Plan of Allocation or Co-Lead Counsel's request for an award of attorneys' fees and expenses. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other

action to indicate their approval.

20. What's the Difference Between Objecting and Excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

21. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final approval hearing at __: __ .m., on _____, 2024, at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois. At this hearing the Court will consider, among other things, whether the Settlement is fair, reasonable, and adequate; whether to approve the proposed Plan of Allocation; and whether to grant Co-Lead Counsel's Fee and Expense Application.¹¹ The Court may move the date or time of the final approval hearing to a later date and/or time without further written notice to you. If the date or time of the hearing is changed, the new date and/or time will be posted at www._____.com. If there are objections, the Court will consider them. Judge Cummings will listen to people who have asked to speak at the hearing. The Court may decide these issues at the hearing or take them under consideration. We do not know how long these decisions will take.

¹¹ The motion papers in support of approval of the Settlement, the Plan of Allocation, and Co-Lead Counsel's fee and expense application will be filed with the Court no later than _____, 2024, and posted on the Settlement website www._____.com.

22. Do I Have to Come to the Final Approval Hearing?

No. Co-Lead Counsel will answer any questions Judge Cummings may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to the hearing to talk about it. As long as you submit your written objection on time and with the required information, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I Speak at the Final Approval Hearing?

If you have timely and validly filed an objection by providing the information identified in Question 19, above, you may ask the Court for permission to speak at the final approval hearing. To do so, you must file a notice of appearance with the Court and serve it on Co-Lead Counsel and on Defendants' Counsel at the addresses set forth in Question 19 above so that it is received *no later than* _____, 2024. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING

24. What Happens If I Do Nothing at All?

If you do nothing, you will still be a Settlement Class Member. However, you will not receive any money from the Settlement unless you submit a Claim Form. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the Released Plaintiffs' Claims.

GETTING MORE INFORMATION

25. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement and does not describe all of the details of the Settlement. More details are in the Stipulation. You can obtain a copy of the Stipulation and

other documents related to the Settlement, as well as additional information about the case, by visiting the website dedicated to the Settlement, www._____.com. You may also contact the Claims Administrator, JND Legal Administration, [Address], [Phone], [email]; or representatives of Co-Lead Counsel: Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, (800) 449-4900; or Christine M. Fox, Labaton Keller Sucharow LLP, 140 Broadway, New York, New York, 10005, (888) 219-6877, www.labaton.com, settlementquestions@labaton.com.

You can also obtain information and documents about the Settlement and case from the Clerk's office at the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, during regular business hours. Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action through the Court's online Case Management/Electronic Case Files System at <https://www.pacer.gov>. **Do not call the Court or Defendants with questions about the Settlement or this Notice.**

SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

The Court has ordered that if you purchased/acquired any Oak Street Health common stock (CUSIP No. 67181A107) from August 6, 2020 through November 8, 2021, inclusive (including in the IPO, the December SPO, or February SPO), as nominee for a beneficial owner, then, within seven (7) calendar days after you receive this Notice, you must either: (1) request copies of this Notice Packet from the Claims Administrator and then, within seven (7) calendar days, mail by First Class Mail or email the Notice Packet to such beneficial owners; or (2) provide a list of the names, addresses, and emails (if available) of such beneficial owners to the Claims Administrator at:

Oak Street Health Securities Settlement
c/o JND Claims Administration
[insert address, email, phone]

If you choose to mail the Notice Packet to such beneficial owners, you must also send a statement to the Claims Administrator confirming that the mailing was made and must retain mailing records for use in connection with any further notices that may be provided in the Action. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed by the Claims Administrator, you may obtain reimbursement for reasonable out-of-pocket expenses, of up to \$0.03 per name/address provided and up to \$0.03 per mailing, plus postage at the Claims Administrator's rate for bulk mailings, incurred in connection with providing notice to beneficial owners who are Settlement Class Members, which expenses would not have been incurred but for the obligation to send such notice, upon submission of appropriate documentation to the Claims Administrator. If you do not intend to comply with the provisions of this section, you are requested to notify the Claims Administrator of that fact. Properly documented expenses incurred by nominees in compliance with these terms shall be paid from the Settlement Fund, with any unresolved disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Exhibit A-2

Oak Street Health Securities Settlement
c/o JND Legal Administration
[insert mailing address]
Online Submissions: www._____.com

3. If you are a member of the Settlement Class and you do not timely and properly request exclusion, you are bound by and subject to the terms of any judgment entered in the Action, including the releases provided for, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM OR RECEIVE A PAYMENT.**

II. CLAIMANT IDENTIFICATION

4. If you purchased or otherwise acquired the publicly traded common stock of Oak Street Health during the period from August 6, 2020 through November 8, 2021, both dates inclusive (the “Class Period”), including those who purchased shares of Oak Street Health common stock pursuant to or traceable to the registration statements and prospectuses issued in connection with Oak Street Health’s initial public offering on August 6, 2020 (the IPO), its December 2, 2020 secondary public offering (the December SPO), and its February 10, 2021 secondary public offering (the February SPO), and held the shares in your name, you are the beneficial owner as well as the record owner. If, however, you purchased/acquired the publicly traded common stock of Oak Street Health during Class Period through a third party, such as a brokerage firm, you are the beneficial owner and the third party is the record owner.

5. Use **Part I** of this form entitled “Claimant Identification” to identify each beneficial owner of Oak Street Health publicly traded common stock that forms the basis of this claim, as well as the owner of record if different. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNERS OR THE LEGAL REPRESENTATIVE OF SUCH OWNERS.**

6. All joint owners must sign this claim. Executors, administrators, guardians, conservators, trustees, and other legal representatives must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the

foregoing information could delay verification of your claim or result in rejection of the claim.

III. IDENTIFICATION OF TRANSACTIONS

7. Use **Part II** of this form entitled “Schedule of Transactions in Oak Street Health Publicly Traded Common Stock” to supply all required details of your transaction(s) in Oak Street Health during the relevant time periods. If you need more space or additional schedules, attach separate sheets providing all the required information in substantially the same form. Sign and print or type your name on each additional sheet.

8. On the schedules, provide all the requested information with respect to your holdings, purchases/acquisitions, and sales of Oak Street Health publicly traded common stock, whether the transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

9. The date of covering a “short sale” is deemed to be the date of purchase/acquisition of Oak Street Health publicly traded common stock. The date of a “short sale” is deemed to be the date of sale.

10. Copies of broker confirmations or other documentation of your transactions must be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim. **THE PARTIES TO THE ACTION DO NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS IN OAK STREET HEALTH PUBLICLY TRADED COMMON STOCK.** Claimants bear the burden of establishing their eligibility to recover from the Settlement.

11. The above requests are designed to provide the minimum amount of information necessary to process the claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses.

12. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be

made after any appeals are resolved, and after the completion of all claims processing. The claims processing will take substantial time to complete fully and fairly. Please be patient.

13. NOTICE REGARDING ELECTRONIC FILERS: Certain Claimants with large numbers of transactions may request, or may be asked to, submit information regarding their transactions in electronic files. This is different than the online submission process that is available at www.irs.gov. All Claimants MUST submit a manually signed paper Claim Form whether or not they also submit electronic copies. If you have a large number of transactions and wish to submit your claim electronically, you must contact the Claims Administrator at (____) ____-____ or ____@____.com to obtain the required file layout. Any file not in accordance with the electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

PART I – CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner’s Name		
Co-Beneficial Owner’s Name		
Entity Name (if Claimant is not an individual)		
Representative or Custodian Name (if different from Beneficial Owner(s) listed above)		
Address 1 (street name and number):		
Address 2 (apartment, unit, or box number):		
City	State	ZIP/Postal Code
Foreign Country (only if not USA)	Foreign Country (only if not USA)	
Telephone Number (home)	Telephone Number (work)	

Email Address		
Account Number (if filing for multiple accounts, file a separate Claim Form for each account)		
Social Security Number (last four digits only)	OR	Taxpayer Identification Number (last four digits only)

Claimant Account Type (check appropriate box):

- | | | |
|---|---|--------------------------------|
| <input type="checkbox"/> Individual (includes joint owner accounts) | <input type="checkbox"/> Pension Plan | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Estate | |
| <input type="checkbox"/> IRA/401K | <input type="checkbox"/> Other _____ (please specify) | |

PART II: TRANSACTIONS IN OAK STREET HEALTH PUBLICLY TRADED COMMON STOCK

1. PURCHASES/ACQUISITIONS DURING THE CLASS PERIOD – Separately list each and every purchase/acquisition of Oak Street Health publicly traded common stock from the opening of trading on August 6, 2020 through and including the close of trading on November 8, 2021. (Must submit documentation.)			
Date of Purchase (List Chronologically) (MM/DD/YY)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding taxes, commissions, and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
2. PURCHASES/ACQUISITIONS DURING 90-DAY LOOKBACK PERIOD – State the total number of shares of Oak Street Health publicly traded common stock purchased/acquired from after the opening of trading on November 9, 2021 through and including the close of trading on February 4, 2022. ¹ (Must submit documentation.) _____			
3. SALES DURING THE CLASS PERIOD AND THROUGH MAY 1, 2023 – Separately list each and every sale of Oak Street Health publicly traded common stock from August 6, 2020 through and including the close of trading on May 1, 2023. (Must submit documentation.)			
Date of Sale (List Chronologically) (MM/DD/YY)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
4. ENDING HOLDINGS – State the total number of shares of Oak Street Health publicly traded common stock held as of the close of trading on February 4, 2022 and May 1, 2023. If none, write “0” or “Zero.” (Must submit documentation.) February 4, 2022: _____; May 1, 2023: _____.			

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX

¹ Information requested in this Claim Form with respect to your transactions after the opening of trading on November 9, 2021 through, and including, the close of trading on February 4, 2022 is needed only for the Claims Administrator to confirm that you have reported all relevant transactions. Purchases/acquisitions during this period, however, are not eligible for a recovery because these purchases/acquisitions are outside of the Class Period.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

14. By signing and submitting this Claim Form, the Claimant(s) or the person(s) acting on behalf of the Claimant(s) certify(ies) that: I (We) submit this Claim Form under the terms of the Plan of Allocation of Net Settlement Fund described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of Illinois (the “Court”) with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the releases set forth in the Settlement. I (We) further acknowledge that I (we) will be bound by and subject to the terms of any judgment entered in connection with the Settlement of the Action, including the releases provided for. I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in eligible publicly traded Oak Street Health common stock, if required to do so. I (We) have not submitted any other claim covering the same transactions in publicly traded Oak Street Health publicly traded common stock during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASES, WARRANTIES, AND CERTIFICATION

15. I (We) hereby warrant and represent that I am (we are) a Settlement Class Member as defined in the Notice, that I am (we are) not excluded from the Settlement Class, that I am (we are) not one of the “Released Defendant Parties” as defined in the Notice.

16. As a Settlement Class Member, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, and discharge with prejudice the Released Plaintiffs’ Claims as to each and all of the Released Defendant Parties (as these terms are defined in the Notice), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims directly or indirectly against Defendants and the other Released Defendant Parties. This release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.

17. 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.

18. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions, and sales of publicly traded Oak Street Health common stock that occurred during the Class Period and the number of shares held by me (us), to the extent requested.

19. I (We) certify that I am (we are) NOT subject to backup tax withholding. (If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the prior sentence.)

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

Executed this _____ day of _____, 2024

Signature of Claimant

Type or print name of Claimant

Signature of Joint Claimant, if any

Type or print name of Joint Claimant

Signature of person signing on behalf of Claimant

Type or print name of person signing on behalf of Claimant

Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

REMINDER CHECKLIST:

1. Please sign this Claim Form.
2. DO NOT HIGHLIGHT THE CLAIM FORM OR YOUR SUPPORTING DOCUMENTATION.
3. Attach only copies of supporting documentation as these documents will not be returned to you.
4. Keep a copy of your Claim Form for your records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. **Your claim is not deemed submitted until you receive an acknowledgment postcard.** If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at (____) ____ - ____.
6. If you move after submitting this Claim Form please notify the Claims Administrator of the change in your address, otherwise you may not receive additional notices or payment.

Exhibit A-3

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

REGINALD T. ALLISON, Individually and on)	CASE NO. 1:22-CV-00149
Behalf of All Others Similarly Situated,)
)
Plaintiff,) <u>CLASS ACTION</u>
)
vs.) JUDGE JEFFREY I. CUMMINGS
)
OAK STREET HEALTH, INC., ET AL., et al.,))
)
Defendants.)
_____)

SUMMARY NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION AND MOTION FOR ATTORNEYS' FEES AND EXPENSES

EXHIBIT A-3

TO: ALL PERSONS AND ENTITIES WHO OR WHICH PURCHASED OR OTHERWISE ACQUIRED OAK STREET HEALTH, INC. (“OAK STREET HEALTH”) PUBLICLY TRADED COMMON STOCK DURING THE PERIOD FROM AUGUST 6, 2020 THROUGH NOVEMBER 8, 2021, INCLUSIVE, AND WERE ALLEGEDLY DAMAGED THEREBY

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Northern District of Illinois, Eastern Division and Rule 23 of the Federal Rules of Civil Procedure, that (i) the above captioned Action has been preliminarily certified as a class action, as defined in the full printed Notice of Pendency and Proposed Settlement of Class Action and Motion for Attorneys’ Fees and Expenses (“Notice”), and (ii) Plaintiffs and Defendants have reached an agreement to settle the Action, and related claims, for \$60,000,000 in cash (the “Settlement”). If the Settlement is approved, it will resolve all claims in the Action. Any capitalized terms used in this Summary Notice that are not defined have the meanings given to them in the Stipulation and Agreement of Settlement, dated August 13, 2024 (the “Stipulation”), and the Notice.

A final approval hearing will be held on _____, 2024, at __:__.m., (the “Final Approval Hearing”) before the Honorable Jeffrey I. Cummings at the United States District Court, Northern District of Illinois, Eastern Division, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, to determine, among other things, whether the Court should: (i) approve the proposed Settlement as fair, reasonable and adequate; (ii) finally certify the Settlement Class for purposes of the Settlement; (iii) enter the proposed Judgment dismissing the Action and related claims with prejudice; (iv) approve the proposed Plan of Allocation for the distribution of the Net Settlement Fund; and (v) approve Co-Lead Counsel’s application for an award of attorneys’ fees and expenses incurred in connection with the Action, together with interest accrued thereon, which may include an award to Plaintiffs pursuant to the

Private Securities Litigation Reform Act of 1995 in connection with their representation of the Settlement Class. The Court may change the date or location of the Final Approval Hearing, or decide to hold it remotely, without providing another notice. Please check the Settlement website for information about the hearing: www._____.

If you purchased or otherwise acquired Oak Street Health publicly traded common stock during the period from August 6, 2020 through November 8, 2021, both dates inclusive, your rights will be affected by the Settlement and you may be entitled to a monetary payment. If you have not received a copy of the detailed Notice, which more completely describes the Settlement and your rights, and a Claim Form, you may obtain these documents, as well as a copy of the Stipulation and other settlement documents, online at www._____ or by writing to:

Oak Street Health Securities Settlement
c/o JND Legal Administration
P.O. Box _____

If you are a Settlement Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Claim Form either by mail (**postmarked no later than _____, 2024**) or electronically at www._____ (**no later than _____, 2024**). Your failure to submit your Claim Form by _____, 2024 will subject your claim to rejection and preclude you from receiving any of the recovery in connection with the Settlement. If you are a Settlement Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement, but you will nevertheless be bound by any releases, judgment, or orders entered by the Court in the Action.

If you want to be excluded from the Settlement Class, you must submit a request for exclusion so that it is **received no later than _____ 2024**, in the manner and form explained in the detailed Notice referred to above. All members of the Settlement Class who do not timely and

validly request exclusion from the Settlement Class will be bound by any judgment entered in the Action pursuant to the terms and conditions of the Stipulation. If you properly exclude yourself from the Settlement Class, you will not be bound by any releases, judgment, or orders entered by the Court in the Action and you will not receive any benefits from the Settlement.

Any objections to the Settlement, Plan of Allocation, and/or Co-Lead Counsel's Fee and Expense Application must be mailed or delivered to the Clerk of the Court and counsel for the Parties at the addresses below and in accordance with the instructions in the Notice, such that they are **filed and received no later than _____, 2024:**

Court:

Clerk of the Court
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
Everett McKinley Dirksen U.S. Courthouse
219 South Dearborn Street
Chicago, IL 60604

Co-Lead Counsel Representative:

Theodore J. Pintar
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Defendants' Counsel Representative:

Andrew J. Ehrlich
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION

Exhibit B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

REGINALD T. ALLISON, Individually and on)	CASE NO. 1:22-CV-00149
Behalf of All Others Similarly Situated,)
)
Plaintiff,)
)
vs.)
)
OAK STREET HEALTH, INC., ET AL., et al.,)	<u>CLASS ACTION</u>
)
Defendants.)
_____)
)

[PROPOSED] FINAL JUDGMENT APPROVING SETTLEMENT

EXHIBIT B

This matter came before the Court for hearing pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Notice Order”) dated _____, 2024, on the application of the Parties for approval of the settlement set forth in the Stipulation and Agreement of Settlement, dated August 13, 2024 (the “Stipulation”). Due and adequate notice having been given to the Settlement Class as required in said Notice Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. All defined terms contained herein shall have the same meanings as set forth in the Stipulation, unless otherwise defined herein.

2. This Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, and over all Parties to the Action, including all Members of the Settlement Class.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms its determination in the Notice Order and finally certifies, for settlement purposes only, a Settlement Class defined as: all persons and entities who or which purchased or otherwise acquired the publicly traded common stock of Oak Street Health during the period from August 6, 2020 through November 8, 2021, both dates inclusive (the “Class Period”), including those who purchased shares of Oak Street Health common stock pursuant to or traceable to the registration statements and prospectuses issued in connection with Oak Street Health’s initial public offering on August 6, 2020, its December 2, 2020 secondary public offering, and its February 10, 2021 secondary public offering, and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate family of any Defendant who is an

individual; (iii) any person who was an officer or director of Oak Street Health, GA, Newlight, or Humana, Inc. during the Class Period; (iv) any firm, trust, corporation, or other entity in which any Defendant has or had a controlling interest; (v) Oak Street Health's employee retirement and employee benefit plan(s); (vi) Humana, Inc.; and (vii) the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any excluded person. [Also excluded from the Settlement Class are those Persons listed in Exhibit 1 hereto whose request for exclusion from the Settlement Class is hereby allowed by the Court.] Any "Investment Vehicle" shall not be excluded from the Settlement Class.

4. Pursuant to Rule 23, and for purposes of settlement only, the Court hereby affirms its determination in the Notice Order and finally certifies Plaintiffs as Class Representatives, and finally appoints the law firms of Robbins Geller Rudman & Dowd LLP and Labaton Keller Sucharow LLP as Class Counsel.

5. [There have been no objections to the Settlement.]

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby approves the Settlement set forth in the Stipulation and finds that in light of the benefits to the Settlement Class, the complexity and expense of further litigation, and the costs of continued litigation, the Settlement is, in all respects, fair, reasonable, and adequate, having considered and found that: (i) Plaintiffs and Co-Lead Counsel have adequately represented the Settlement Class; (ii) the proposal was negotiated at arm's-length; (iii) the relief provided for the Settlement Class is adequate, having taken into account (a) the costs, risks, and delay of trial and appeal; (b) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Members' claims; (c) the terms of any proposed award of attorneys' fees, including timing of payment; and (d) any agreement required to be identified under

Rule 23(e)(2); and (iv) the proposed Plan of Allocation treats Settlement Class Members equitably relative to each other.

7. The Parties are directed to consummate the Settlement pursuant to the terms of the Stipulation.

8. The Court hereby dismisses the Action and the Complaint with prejudice, without costs as to any of the Released Parties, except as and to the extent provided in the Stipulation and herein.

9. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Order, pursuant to their terms.

10. Upon the Effective Date of the Settlement, Plaintiffs, each of the Settlement Class Members (who have not validly opted out of the Settlement Class) and their respective Related Parties, in their capacities as such, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, compromised, settled, resolved, waived, and discharged against the Released Defendant Parties (whether or not such Settlement Class Members execute and deliver Proof of Claim forms) any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims). Claims to enforce the Settlement are not released.

11. Upon the Effective Date of the Settlement, Plaintiffs and each of the Settlement Class Members (who have not validly opted out of the Settlement Class) and their respective Related Parties, in their capacities as such, shall be permanently barred and enjoined from the direct or indirect assertion, institution, maintenance, prosecution, or enforcement against any Released Defendant Parties, in any state or federal court or arbitral forum, or in the court of any

foreign jurisdiction, of any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims).

12. Upon the Effective Date of the Settlement, each of the Released Defendant Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and the other Released Plaintiff Parties from all Released Defendants' Claims (including Unknown Claims), and shall be permanently barred and enjoined from the direct or indirect assertion, institution, maintenance, prosecution, or enforcement against any Released Plaintiff Parties, in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Defendants' Claims (including, without limitation, Unknown Claims). Claims to enforce the Settlement are not released.

13. Upon the Effective Date of the Settlement, any and all claims for contribution, however denominated, based upon or arising out of the Released Plaintiffs' Claims (a) by any person or entity against any of the Released Defendant Parties; or (b) by any of the Released Defendant Parties against any other person or entity, other than a person or entity whose liability has been extinguished by the Settlement, are permanently barred, extinguished, and discharged to the fullest extent permitted by 15 U.S.C. § 78u-f(f)(7) or any other law.

14. The Notice of Pendency and Proposed Settlement of Class Action and Motion for Attorneys' Fees and Expenses ("Notice") given to the Settlement Class in accordance with the Notice Order entered on _____, 2024 was the best notice practicable under the circumstances, including individual notice to all members of the Settlement Class who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed

Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

15. The Court finds, pursuant to the Private Securities Litigation Reform Act of 1995, that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

16. Neither this Judgment nor the Stipulation, including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation approved by the Court), nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement, including the Parties' mediation and subsequent Settlement, the communications and/or discussions leading to the execution of the Term Sheet and Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, Stipulation, and/or approval the Settlement (including any arguments proffered in connection therewith): (a) shall be offered or received against any Released Defendant Party as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Defendant Party of the truth of any allegations by Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, including, but not limited to, litigation of the Released Claims, or of any liability, negligence, fault, or wrongdoing of any kind of any of the Released Parties or in any way referred to for any other reason as against any of the Released Parties, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Judgment; or (b) shall be offered or received against any Released Defendant Party as evidence of a presumption, concession, or

admission of any fault, misrepresentations, or omission with respect to any statement or written document approved or made by any Released Defendant Party, or against Plaintiffs or any Releasing Plaintiff Party as evidence of any infirmity in the claims of Plaintiffs and the Settlement Class; (c) shall be offered or received against any Released Defendant Party as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against any of the Released Parties, in any other civil, criminal, or administrative action or proceeding; provided, however, that the Released Parties may refer to this Judgment to effectuate the releases granted them hereunder; or (d) shall be construed against Defendants, Plaintiffs, or the Settlement Class as evidence of a presumption, concession or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceeding other than the Settlement. The Released Parties may file this Judgment in any action that has been or may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate the protections from liability granted hereunder or otherwise enforce the terms of the Settlement.

17. The Court shall retain jurisdiction for the purposes of enforcing the terms of this Judgment. Except as necessary to enforce the terms of this Judgment, this case is hereby dismissed with prejudice.

18. The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Plaintiffs, and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form or seeks to obtain a distribution from the Net Settlement Fund), as well as their respective successors and assigns. [The persons and

entities listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Stipulation or this Judgment.]

19. The Claims Administrator shall administer the claims administration process, including the calculation of claims and distribution of the Net Settlement Fund to Authorized Claimants pursuant to the Stipulation, Notice Order, and Court-approved Plan of Allocation. Co-Lead Counsel may, in their discretion, accept for processing late-submitted claims, so long as the distribution of the Net Settlement Fund is not materially delayed.

20. As set forth in the Stipulation, the Claims Administrator, under the supervision of Co-Lead Counsel, shall notify, in a timely fashion and in writing, all Claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements in the notification. If any Claimant whose timely claim has been rejected in whole or in part for curable deficiency, desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the mailing of the notification, or a lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, the Claims Administrator will advise the Settlement Class Member of his, her, or its right to move this Court within twenty (20) days to have the claim accepted by Co-Lead Counsel and the Claims Administrator.

21. In the event that the Effective Date of the Settlement does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants, then this Judgment shall be vacated.

22. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

23. Any plan of allocation submitted by Plaintiffs or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

24. There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

IT IS SO ORDERED

DATED: _____

THE HONORABLE JEFFREY I. CUMMINGS
UNITED STATES DISTRICT JUDGE