

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

TIFFANY M. HUGHES,

Plaintiff,

v.

ACCRETIVE HEALTH, INC., MARY A. TOLAN,
JOHN T. STATON, AND JAMES M. BOLOTIN,

Defendants.

)
) Case No. 13-cv-3688
)
) Honorable Joan B. Gottschall
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PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To be eligible to recover as a Settlement Class Member based on your claims in the litigation entitled *Hughes v. Accretive Health, Inc. et al.*, Case No. 13-cv-03688 (the "Litigation"), you must complete and sign this Proof of Claim and Release. Even if you do not fill out this Proof of Claim and Release, if you do not timely exclude yourself from the Settlement Class, any and all claims you may have against the Defendants in this Litigation are released to the full extent defined below. If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the settlement fund created in connection with the proposed Settlement of the Litigation.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of Settlement in the Litigation.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JULY 6, 2016, ADDRESSED AS FOLLOWS:

Accretive Health, Inc. Securities Litigation
c/o Kurtzman Carson Consultants
Claims Administrator
PO Box 30208
College Station, TX 77842-3208
www.accretivehealthsecuritieslitigation.com

4. If you are NOT a Settlement Class Member, as defined in the Notice of Proposed Settlement of Class Action, Motion for Attorneys' Fees and Expenses and Settlement Fairness Hearing (the "Notice"), DO NOT submit a Proof of Claim and Release.

5. If you are a Settlement Class Member, you are bound by the terms of any judgment entered in the Litigation, including the releases included in the Stipulation of Settlement, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

II. DEFINITIONS

6. "Accretive Health" means Accretive Health, Inc.

7. "Accretive Health Securities" means Accretive Health common stock and any call options or put options on the same. With respect to put options, references to "purchases" of Accretive Health Securities mean the writing of put options.

8. "Litigation" means the action pending in this Court under the caption *Hughes v. Accretive Health, Inc. et al.*, Case No. 13-cv-03688.

9. "Lead Counsel" means the law firm Glancy Prongay & Murray LLP (formerly Glancy Binkow & Goldberg LLP) or its successor(s).

10. "Court" means the United States District Court for the Northern District of Illinois.

11. "Defendants" means Accretive Health, Mary A. Tolan, John T. Staton, and James M. Bolotin.

12. "Effective Date" means the first date by which all of the events and conditions specified in ¶8.1 of the Stipulation of Settlement have occurred.

13. "Person(s)" means an individual, corporation, limited liability company, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity together with the spouses, heirs, predecessors, successors, representatives, or assignees of any of the foregoing.



14. "Released Claims" means any and all claims, known or unknown, contingent or non-contingent, whether suspected or unsuspected, including any claims arising under federal or state statutory or common law or any other law, rule or regulation, whether foreign or domestic, or in equity, including Unknown Claims, that have been or could have been asserted against all or any of the Defendants or any of the Released Persons that (i) arise out of or relate to the claims or allegations in the Litigation, including the acts, facts, events, disclosures, or omissions alleged in the Litigation; or (ii) relate to the purchase, sale or ownership of Accretive Health Securities during the period from and including May 20, 2010, through December 30, 2014.

15. "Released Person(s)" means each and all of the Defendants, and each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and all of their respective present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents, spouses, associates, and assigns of each of them or any trust of which any Defendant and/or their Related Persons is the settlor or which is for the benefit of any Defendant and/or their Related Persons and/or member(s) of his or her family and any entity in which any such Defendant and/or their Related Persons has a controlling interest.

16. "Settlement Class" means all Persons who purchased or otherwise acquired the common stock of Accretive Health, purchased or otherwise acquired call options on Accretive Health common stock, or wrote put options on Accretive Health common stock, between May 20, 2010, through December 30, 2014, inclusive, and who were allegedly damaged thereby. Excluded from the Settlement Class are Defendants, members of the immediate families of the Individual Defendants, the officers and directors of Accretive Health during the Settlement Class Period, the legal representatives, heirs, successors, or assigns of any of the foregoing excluded Persons and any entity in which any of the Defendants have or had a controlling interest. Also excluded from the Settlement Class are those Persons who submit valid and timely requests for exclusion in accordance with the requirements set forth in the Notice.

17. "Settlement Class Member" or "Member of the Settlement Class" means a Person who falls within the definition of the Settlement Class (as defined in ¶16 above) and who does not validly request exclusion from the Settlement Class in accordance with the procedures to be established by the Court in connection with the approval of this Stipulation and the Settlement.

18. "Settlement Class Period" means the period commencing on May 20, 2010, through December 30, 2014, inclusive.

19. "Unknown Claims" means any Released Claims which Lead Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. Unknown Claims include those claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed or hidden. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Lead Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable or equivalent in effect to California Civil Code § 1542. Lead Plaintiff and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff shall expressly and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff acknowledges, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

III. CLAIMANT IDENTIFICATION

20. If you purchased or otherwise acquired Accretive Health Securities and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased the securities but the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm through which you purchased the securities, you are the beneficial purchaser and the third party is the record purchaser.

21. Use Part I of this form entitled "Claimant Identification" to identify each record purchaser ("nominee"), if different from the beneficial purchaser of Accretive Health Securities which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF THE ACCRETIVE HEALTH SECURITIES UPON WHICH THIS CLAIM IS BASED.



22. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees 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 last four digits of the Social Security (or taxpayer identification) number and telephone number of the beneficial purchaser 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.

IV. CLAIM FORM

23. Use Parts II-IV of this form, the schedule of transactions in Accretive Health, Inc. common stock, call options on such stock, and/or put options on such stock, to supply all required details of your transaction(s) in Accretive Health Securities. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and then print or type your name on each additional sheet.

24. On the schedules, provide all of the requested information with respect to all of your purchases and all of your sales of Accretive Health Securities that took place at any time between May 20, 2010, through March 30, 2015, inclusive, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

25. List each transaction during the May 20, 2010, through March 30, 2015 time frame separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

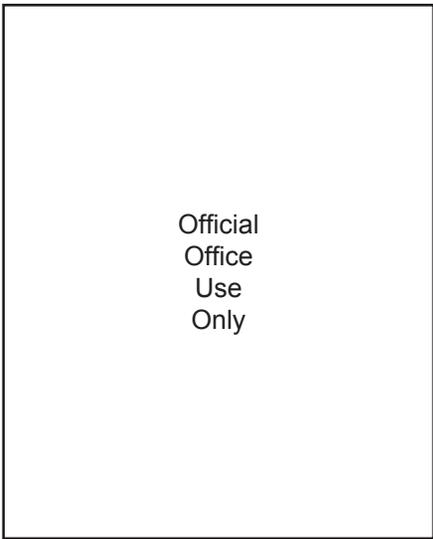
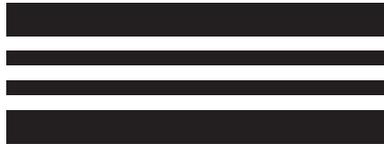
26. Broker confirmations, brokerage statements reflecting your purchases, or other documentation of your transactions in Accretive Health Securities should be attached to your claim. If you do not have documentation from your broker, you may also attach any documents or schedules that you attached to any federal tax return that reflect May 20, 2010, through March 30, 2015 purchases or sales of Accretive Health Securities. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

27. A purchase or sale of Accretive Health Securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date; please provide only "contract" or "trade" dates.

28. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information that it may, in its discretion, require to process the claim.



Must Be Postmarked
or Received No Later
Than July 6, 2016



AHH



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Hughes v. Accretive Health, Inc. et al.

Case No. 13-cv-03688

Official
Office
Use
Only

PROOF OF CLAIM AND RELEASE

Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

PART I: CLAIMANT IDENTIFICATION

Last Name

M.I.

First Name

Last Name (Co-Beneficial Owner)

M.I.

First Name (Co-Beneficial Owner)

IRA Joint Tenancy Employee Individual Other _____
(specify)

Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Last Four Digits of Social Security Number

or

Taxpayer Identification Number

Telephone Number (Primary Daytime)

Telephone Number (Alternate)

Email Address

MAILING INFORMATION

Address

Address

City

State

Zip Code

Foreign Province

Foreign Postal Code

Foreign Country Name/Abbreviation

FOR CLAIMS
PROCESSING
ONLY

OB

CB

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FOR CLAIMS
PROCESSING
ONLY



PURCHASES/REPURCHASES

A. I made the following purchases/repurchases of options on Accretive common stock during the period from May 20, 2010 through December 30, 2014, inclusive:

Option Type	Date(s) of transaction (List Chronologically) (MM/DD/YY)	Number of option contracts acquired	Expiry Date (MM/YY)	Strike Price	Transaction price per option contract	[X]expired [A]ssigned [E]xercised	Proof of transaction Enclosed?
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N

SALES/WRITTEN

B. I made the following sales/written options on Accretive Health common stock between May 20, 2010 and March 30, 2015, inclusive:

Option Type	Date(s) of transaction (List Chronologically) (MM/DD/YY)	Number of option contracts acquired	Expiry Date (MM/YY)	Strike Price	Transaction price per option contract	[X]expired [A]ssigned [E]xercised	Proof of transaction Enclosed?
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
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<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call							<input type="radio"/> Y <input type="radio"/> N

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

**YOUR SIGNATURE ON PAGE 7 WILL CONSTITUTE YOUR
ACKNOWLEDGMENT OF THE RELEASE.**



V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We), _____ submit this Proof of Claim and Release under the terms of the Stipulation of Settlement dated February 19, 2016 described herein. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of Illinois with respect to my (our) claim as a Settlement Class Member (as defined herein) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation, including but not limited to the releases set forth therein. I (We) agree to furnish additional information to Lead Counsel or the Claims Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases or sales of Accretive Health Securities during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

VI. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, relinquish and discharge with prejudice all of the Released Claims against each and all of the Released Persons (as these terms are defined above).

2. I (We) hereby acknowledge that I (we) will not be entitled to receive recovery in any other action against any of the Released Parties based on or arising out of the Released Claims (as these terms are defined above).

3. 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.

4. I (We) hereby warrant and represent that I (we) am (are) a member of the Settlement Class and 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.

VII. CERTIFICATION

Under penalty of perjury, I (we) hereby certify and represent that I (we) have included information about all of my (our) transactions in Accretive Health Securities that occurred during the Settlement Class Period as well as the number of shares of Accretive Health Securities held by me (us) at the close of trading on March 30, 2015. By executing this certification, I (we) acknowledge that all of the foregoing information provided on this Proof of Claim and Release form is accurate, and I (we) agree to be bound by the release set forth above and all orders entered in the Litigation.

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

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

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

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



**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your claim form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim Form or supporting documentation.

**THIS PROOF OF CLAIM FORM MUST BE POSTMARKED NO LATER THAN JULY 6, 2016,
ADDRESSED AS FOLLOWS:**

Accretive Health, Inc. Securities Litigation
c/o Kurtzman Carson Consultants
Claims Administrator
P.O. Box 30208
College Station, TX 77842-3208

