

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

JUDITH GODINEZ, Individually and on Behalf of All Others  
Similarly Situated,

Plaintiffs,

v.

ALERE INC., *et al.*,

Defendants.

Civil Action No. 1:16-cv-10766-PBS

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND  
PROPOSED SETTLEMENT WITH DEFENDANTS; (II) SETTLEMENT FAIRNESS  
HEARING; AND (III) MOTION FOR AN AWARD  
OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

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

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights may be affected by the above-captioned securities class action (the "Action") pending in the United States District Court for the District of Massachusetts (the "Court") if, during the period from May 9, 2013 through October 3, 2017, inclusive (the "Class Period"), you purchased, or otherwise acquired the publicly-traded common stock of Alere Inc. ("Alere").<sup>1</sup>

**NOTICE OF SETTLEMENT:** Please also be advised that the Court-appointed lead plaintiffs Glazer Capital Management, L.P., Glazer Enhanced Fund L.P., Glazer Enhanced Offshore Fund, Ltd., Glazer Offshore Fund, Ltd. and Highmark Limited, in respect of its Segregated Account Highmark Multi-Strategy 2 (collectively, "Glazer") and OFI Asset Management ("OFI" and together with Glazer, "Lead Plaintiffs"), on behalf of themselves and the Settlement Class (as defined in ¶ 20 below), have reached a proposed settlement of the Action for \$20,000,000 in cash (the "Settlement"). The Settlement, if approved, will resolve all claims in the Action.

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the proposed Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.**

**If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the proposed Settlement, please DO NOT contact the Court, Defendants or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 65 below).**

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging among other things, that defendants Alere, Namal Nawana and James Hinrichs ("Defendants") violated the federal securities laws by, among other things, making false and misleading statements regarding Alere that had the effect of artificially inflating the price of Alere common stock. A more detailed description of the Action is set forth in ¶¶ 11-17 below. The proposed Settlement, if approved by the Court, will settle the claims of the Settlement Class, as defined in ¶ 20 below.

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Lead Plaintiffs, on behalf of themselves and the other members of the Settlement Class, have agreed to settle the Action in exchange for a payment of \$20,000,000 in cash (the "Settlement Amount"). The Net Settlement Fund (i.e., the Settlement Amount, plus any and all interest earned thereon (the "Settlement Fund") less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys' fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the "Plan of Allocation") is set forth on pages 11-14 (Appendix A) below.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Plaintiffs' damages expert's estimates of the number of shares of Alere common stock purchased during the Class Period that may have been affected by the alleged conduct at issue in the Action and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery is \$0.203 (before the deduction of any Court-approved fees, expenses and costs as described herein). **Settlement Class Members should note, however, that the foregoing average recovery per share is only an estimate.** Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased/acquired or sold their Alere common stock, and the total number of shares for which valid Claim Forms are submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (see pages 11-14 below) or such other plan of allocation as may be ordered by the Court.

<sup>1</sup> Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement, dated January 31, 2019 (the "Stipulation"), which is available at [www.AlereSecuritiesLitigation.com](http://www.AlereSecuritiesLitigation.com).

4. **Statement of Potential Outcome of Case and Potential Damages:** The Parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws, that their alleged conduct caused Alere stockholders to incur any losses, or that any damages were suffered by Settlement Class Members as a result of Defendants' alleged conduct.

5. **Attorneys' Fees and Expenses:** Plaintiffs' Counsel, which have been prosecuting the Action on a wholly contingent basis since its inception, have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Abraham, Fruchter & Twersky, LLP and Entwistle & Cappucci LLP, will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed twenty-eight percent of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$1,000,000.00, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Settlement Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. If the Court approves Lead Counsel's fee and expense application, the estimated average cost per eligible share of Alere common stock will be approximately \$0.067.

6. **Identification of Attorneys' Representatives:** Lead Plaintiffs and the Settlement Class are represented by Jeffrey S. Abraham, Esq. of Abraham, Fruchter & Twersky, LLP, One Penn Plaza, Suite 2805, New York, NY 10119, (212) 279-5050, [jabraham@aftlaw.com](mailto:jabraham@aftlaw.com); and Vincent R. Cappucci, Esq. of Entwistle & Cappucci LLP, 299 Park Avenue, 20th Floor, New York, NY 10171, (212) 894-7200, [vcappucci@entwistle-law.com](mailto:vcappucci@entwistle-law.com).

7. **Reasons for the Settlement:** Lead Plaintiffs' principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the proposed Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and likely appeals that would follow a trial, a process that could be expected to last several years. Defendants deny all allegations of wrongdoing or liability whatsoever and are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN JUNE 26, 2019.</b> <sup>2</sup>	This is the only way to be eligible to receive a payment from the proceeds of the Settlement. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 30 below) that you have against the Defendants and the other Defendants' Releasees (defined in ¶ 31 below), so it is in your interest to submit a Claim Form.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A VALID WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN MAY 7, 2019.</b>	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendants' Releasees concerning the Released Plaintiffs' Claims.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN MAY 7, 2019.</b>	If you do not like the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
<b>GO TO A HEARING ON JUNE 6, 2019 AT 2:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN MAY 7, 2019.</b>	Filing a written objection and notice of intention to appear by May 7, 2019 allows you to speak in Court, at the discretion of the Court, about the fairness of the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
<b>DO NOTHING.</b>	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

<sup>2</sup> Electronically submitted information will be considered "postmarked" on the date it is received by the Claims Administrator.

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## WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired the publicly-traded common stock of Alere during the Class Period (from May 9, 2013 through October 3, 2017, inclusive). The Court has directed this Notice be sent because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiffs, and approved by the Court, will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to so do. It is also being sent to inform you of the terms of the Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement (the "Settlement Hearing"). See ¶¶ 55-63 below for details about the Settlement Hearing, including the date and location of the hearing.

10. 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 a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

## WHAT IS THIS CASE ABOUT?

11. Alere was a Waltham, Massachusetts-based medical device company that provided diagnostic testing for diseases and toxicology. In this securities class action, Lead Plaintiffs allege, among other things, that Defendants made false and misleading statements and omissions of material facts between May 9, 2013 and October 3, 2017, concerning Alere's business, finances, operations and products, which together had the effect of artificially inflating the price of Alere common stock. The putative class includes all persons and entities who purchased or otherwise acquired the publicly-traded common stock of Alere Inc. during the Class Period. Lead Plaintiffs allege that the release of several corrective disclosures, which revealed the true operational, financial and regulatory status of Alere, caused the Company's stock price to drop at multiple points, thereby harming Settlement Class Members.

12. This instant Action was commenced on April 21, 2016 with the filing of an initial class action complaint in the United States District Court for the District of Massachusetts, styled *Judith Godinez, Individually and on Behalf of All Others Similarly Situated v. Alere Inc.*, Ron Zwanziger, Namal Nawana, David Teitel, James F. Hinrichs, and Carla R. Flakne, 16-cv-10766-PBS (D. Mass.), alleging claims arising under Section 10(b) and Section 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”). On June 20, 2016, several motions seeking consolidation of *Godinez with a related action, Breton v. Alere Inc., Ron Zwanziger, Namal Nawana, David Teitel, James F. Hinrichs, and Carla R. Flakne*, No. 1:16-cv-10834-PBS (filed May 4, 2016), and the appointment of lead plaintiff were filed pursuant to Section 21D of the Exchange Act, in a provision added by the Private Securities Litigation Reform Act of 1995 (“PSLRA”). On July 12, 2016, the Court entered an Order: (i) granting Glazer’s motion to consolidate the actions; (ii) appointing Glazer as Lead Plaintiff; and (iii) approving Abraham, Fruchter & Twersky, LLP to serve as Lead Counsel and Shapiro, Haber & Army, LLP as Liaison Counsel.

13. On September 23, 2016, Glazer filed and served its Consolidated Class Action Complaint for Violations of the Federal Securities Laws. On January 4, 2017, upon leave of the Court, Glazer subsequently filed and served its Supplemental and Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws (the “Complaint”), asserting claims under Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder by the Securities and Exchange Commission (the “SEC”), and under Section 20(a) of the Exchange Act against Alere, Namal Nawana, James F. Hinrichs, and Carla Flakne. Specifically, the Complaint alleged that Defendants made materially false and misleading statements and omissions of material facts concerning several aspects of Alere’s business, finances, and operations, including previously reported financial results, accounting policies, the INRatio product line, billing practices in Alere’s diabetes supply business, internal controls, risk disclosures about government investigations, and representations in a merger agreement with Abbott Laboratories. In response, Defendants filed a motion to dismiss the Complaint on February 6, 2017. On August 23, 2017, after several months of briefing and a hearing on the motion to dismiss, the Court entered an Order: (i) granting the motion to dismiss as to alleged materially misleading statements or omissions relating to revenue recognition errors, alleged billing practices as to Alere’s diabetes supply business, risk disclosures about government investigations, and representations in Alere’s merger agreement with Abbott; (ii) denying the motion to dismiss as to the alleged materially false and misleading statements and omissions related to Alere’s blood coagulation monitoring product line, INRatio, which was withdrawn from the market in 2016; and (iii) dismissing all claims against defendant Carla Flakne. Defendants filed their answer and affirmative defenses to the Complaint on November 3, 2017.

14. On December 22, 2017, the Court entered an Order allowing a joint motion by Glazer and OFI to add OFI as Co-Lead Plaintiff with Glazer and add Entwistle & Cappucci LLP (“E&C”) as Co-Lead Counsel with Abraham, Fruchter & Twersky, LLP (“Lead Counsel”).

15. On September 27, 2017, Lead Plaintiffs served their first set of document requests on Defendants and subsequently served subpoenas *duces tecum* on non-parties, including the FDA, SEC, multiple large corporations and financial institutions and several individuals. On October 16, 2017, the Parties exchanged initial disclosures pursuant to Fed. R. Civ. P. Rule 26(a)(1) as well as a separate set of initial disclosures under the Court’s Local Rules. On December 21, 2017, Defendants served their first requests for production of documents from Lead Plaintiffs. Throughout the discovery process, Defendants’ Counsel and Lead Counsel participated in numerous meet and confer sessions regarding discovery and document production, resulting in Defendants and third parties producing over 550,000 pages of documents to Lead Plaintiffs, and Plaintiffs producing more than 100,000 pages of documents to Defendants. Lead Counsel also fully prepared and filed their class certification motion, including working with their expert on a report regarding the efficiency of the market for Alere common stock.

16. In early December 2017, the Parties discussed conducting a mediation to see if they could achieve a settlement of the Action. The Parties selected as mediator the Honorable Gary A. Feess of Phillips ADR Enterprises, a former federal district court judge in the United States District Court for the Central District of California, and scheduled a mediation session for early March 2018.

17. On March 7, 2018, Lead Counsel and Defendants’ Counsel participated in a mediation session before Judge Feess. Although a settlement was not ultimately reached at the mediation, the Parties continued to discuss a possible settlement in the months that followed. While those discussions were ongoing: (i) Lead Plaintiffs briefed and argued three motions to compel; (ii) Defendants conducted five depositions related to class certification, including depositions of Lead Plaintiffs and of Plaintiffs’ expert; and (iii) Lead Plaintiffs noticed four depositions to occur in August 2018. In July 2018, the Parties determined that they were likely to reach a settlement agreement, and postponed all noticed depositions and certain other deadlines, including further briefing on the issue of class certification to allow the Parties to focus on settlement discussions. The Parties subsequently reached an agreement in principle to settle the Action for \$20,000,000, to be paid by or on behalf of Defendants. That agreement in principle to settle the Action was memorialized in a term sheet (the “Term Sheet”) executed on August 31, 2018. On that date, the Parties also filed with the Court a Joint Motion to Stay Proceedings, which the Court granted on September 5, 2018.

18. On January 31, 2019, the parties entered into the Stipulation, which sets forth the terms and conditions of the Settlement. The Stipulation can be viewed at [www.AlereSecuritiesLitigation.com](http://www.AlereSecuritiesLitigation.com).

19. On February 26, 2019, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

## **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

20. If you are a member of the Settlement Class, you are subject to the terms of the Settlement, unless you timely and validly request to be excluded. The “Settlement Class” consists of:

all persons and entities who purchased or otherwise acquired the publicly-traded common stock of Alere Inc. during the period from May 9, 2013 through October 3, 2017, inclusive.

Excluded from the Settlement Class are Defendants, the Officers and directors of Alere at all relevant times, their Immediate Family Members and their legal representatives, heirs, successors or assigns, corporate parents and/or affiliates and any entity in which any of the above have or had a controlling interest. Also excluded from the Settlement Class shall be any persons or entities who or which exclude themselves by submitting a request for exclusion from the Settlement Class in accordance with the requirements set forth in this Notice and whose request is accepted by the Court. See “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself,” on page 9 below.

If you owned shares of Alere common stock that you did not purchase or otherwise acquire during the Class Period (from May 9, 2013 through October 3, 2017, inclusive) but which you held prior to the close of trading on May 8, 2013, then you are not a Settlement Class Member by virtue of ownership of those shares, and those shares are not eligible for recovery in this Settlement.

**RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.**

**IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN JUNE 26, 2019.**

### **WHAT ARE PLAINTIFFS’ REASONS FOR THE SETTLEMENT?**

21. Lead Plaintiffs and Lead Counsel believe that the claims asserted against the Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against the Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. Such risks include the potential challenges associated with proving that there were material misstatements and omissions in the public statements and public SEC filings at issue. Among other things, Defendants would argue that the risk that INRatio could be withdrawn from the market was disclosed in Alere’s SEC filings and other public statements and had been well-publicized; that Alere did not know that an INRatio withdrawal would be necessary until shortly before the July 2016 withdrawal and disclosure; that Alere management held a good faith belief that the FDA would accept certain improvements to INRatio that would allow it to remain on the market; that Alere was not required to accrue a loss relating to INRatio before August 2016; that Alere and its executives made no false or misleading statements relating to INRatio; and that INRatio was not material to Alere’s business. Lead Plaintiffs disagree, but all of these defenses would have needed to be litigated and the outcome was uncertain.

22. There were also risks related to establishing loss causation and damages. For example, Defendants have asserted that Alere’s stock price after February 1, 2016 was driven not by the underlying value of the company and its products, but by the market’s assessment of the likelihood of Alere’s pending acquisition by merger with Abbott Laboratories for \$56 per share—a premium over its \$37.20 share price the day before the deal was announced on that date. Lead Plaintiffs also faced arguments that there were no “corrective disclosures” regarding INRatio—both because all material information about INRatio was known to the market and because there were no material misstatements or omissions about INRatio to correct—and that none of the alleged drops in Alere’s stock price were attributable to any such “corrective disclosures” about INRatio. Further, Defendants have argued that virtually every member of the proposed class made significant profits from their investment in Alere as a result of the consummation of the transaction in which Abbott acquired all of Alere’s public shares at a premium, and therefore suffered no losses or damages. Had any of these arguments been accepted in whole or in part, they could have eliminated or, at a minimum, limited any potential recovery. Further, in order to succeed, Lead Plaintiffs would have had to prevail at several stages – obtaining class certification, on a motion for summary judgment, at trial, and even if Lead Plaintiffs prevailed on those, on the appeals that were likely to follow. Thus, there were significant risks attendant to the continued prosecution of the Action, and there was no guarantee that further litigation would have resulted in a higher recovery, or any recovery at all.

23. In light of these risks, the uncertainty and the amount of the recovery for the Settlement Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$20 million in cash now (less the various deductions described in this Notice), as compared to the risk that the claims in the Action against the Defendants might produce a smaller, or no recovery, after summary judgment, trial, and appeals.

24. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants also deny that the Settlement Class has suffered any losses or damages. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission by the Defendants of any wrongdoing, liability, loss causation or measure of damages.

### **WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

25. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of their claims against the Defendants, neither Plaintiffs nor the other Settlement Class Members would recover anything from these Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial or on appeal, the Settlement Class could recover substantially less from the Defendants than the amount provided in the Settlement, or nothing at all.

## HOW ARE SETTLEMENT CLASS MEMEBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

26. If you are a Settlement Class Member, you are represented by the Court-appointed Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

27. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” below..

28. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation or Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” below.

29. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by the Stipulation and any orders issued by the Court in the Action. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 30 below) against the Defendants and the other Defendants’ Releasees (as defined in ¶ 31 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees.

30. “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that Lead Plaintiffs or any other member of the Settlement Class, or their successors, assigns, heirs, executors, administrators, representatives, attorneys, and agents, in their capacities as such: (i) asserted in the Complaint; or (ii) could have asserted or could assert in any forum that arise out of or are based upon the acts, omissions, nondisclosures, allegations, transactions, facts, matters, occurrences, or oral or written representations or statements involved, set forth, or referred to in any pleading in this Action; or (iii) could have asserted or could assert that relate to the purchase, holding, or other acquisition of publicly-traded common stock of Alere

31. “Defendants’ Releasees” means (a) Defendants, (b) the present and former parents, subsidiaries, divisions, and affiliates of Alere, (c) the present and former employees, Officers, and directors of each of them (including employees, Officers, and directors of present and former parents, subsidiaries, and affiliates of Alere), (d) the present and former attorneys, accountants, insurers, and agents of each of them, and (e) the predecessors, heirs, successors, and assigns of each of them.

32. “Unknown Claims” means any Released Plaintiffs’ Claims which any Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. Lead Plaintiffs and Defendants have acknowledged, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the acts or omissions of the Releasees, but it is their intention fully and finally and forever to settle and release any and all claims, matters, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore have existed with respect to acts or omissions relating to the Released Defendants’ Claims or the Released Plaintiffs’ Claims. With respect to any and all Released Claims, the Parties have stipulated and agreed that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Lead Plaintiffs and the Defendants have acknowledged, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

33. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendants’ Claim (as defined in ¶ 34 below) against Lead Plaintiffs and the other Plaintiffs’ Releasees (as defined in ¶ 35 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants’ Claims against any of the Plaintiffs’ Releasees.

34. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, 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 asserted in the Action. Released Defendants’ Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

35. "Plaintiffs' Releasees" means Lead Plaintiffs, their respective attorneys and their respective current and former Officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees and employees, in their capacities as such, and all other Settlement Class Members.

## WHAT WILL I NEED TO DO TO PARTICIPATE IN THE SETTLEMENT?

36. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than, June 26, 2019**. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, [www.AlereSecuritiesLitigation.com](http://www.AlereSecuritiesLitigation.com), or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 877-261-7472. Please retain all records of your ownership of and transactions in Alere common stock, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

## HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?

37. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

38. Pursuant to the Settlement, Defendants have agreed to pay or cause to be paid twenty million dollars (\$20,000,000) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less: (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who or which submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

39. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

40. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the plan of allocation.

41. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

42. Unless the Court otherwise orders, any Settlement Class Member who or which fails to submit a Claim Form postmarked on or before June 26, 2019 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 30 above) against the Defendants' Releasees (as defined in ¶ 31 above) and will be enjoined and prohibited from filing, prosecuting or pursuing any of the Released Plaintiffs' Claims against any of the Defendants' Releasees whether or not such Settlement Class Member submits a Claim Form.

43. Participants in and beneficiaries of a plan covered by ERISA ("ERISA Plan") should NOT include any information relating to their transactions in Alere common stock held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those shares that they held outside of the ERISA Plan. Claims based on any ERISA Plan's sales of Alere common stock during the Class Period may be made by the ERISA Plan's trustees. To the extent any of the Defendants or any of the other persons or entities excluded from the Settlement Class are participants in such an ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan.

44. The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the Claim of any Settlement Class Member.

45. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

46. Only Settlement Class Members, *i.e.*, persons and entities who purchased or otherwise acquired Alere common stock during the Class Period, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. Alere common stock is the only security that is included in the Settlement.

47. The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Settlement Class Members according to their alleged economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover after a trial, if successful. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purpose of making pro rata allocations of the Net Settlement Fund.

48. Under the Plan of Allocation, Recognized Loss Amounts for purchases of Alere common stock are calculated based on the difference in the amount of alleged artificial inflation in the prices of Alere common stock at the time of purchase and at the time of sale.

49. In order to be eligible for a recovery under the Plan of Allocation, shares of Alere common stock purchased during the Class Period must be held through one or more dates on which Lead Plaintiffs allege that the amount of artificial inflation in Alere common stock decreased. Under the Plan of Allocation, those dates are: March 14, 2016; April 19, 2016; April 28, 2016; July 11, 2016; and December 7, 2016.

The proposed Plan of Allocation is annexed to this Notice as Appendix A.

## **WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?**

50. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed twenty-eight percent of the Settlement Amount. At the same time, Lead Counsel also intend to apply for reimbursement of Litigation Expenses in an amount not to exceed \$1,000,000.00 which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Settlement Class. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

## **WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?**

51. Each Settlement Class Member will be bound by the determinations, orders and judgments in this Action relating to the Settlement, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to Judith Godinez v. Alere Inc., et al. EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217. The exclusion request must be **received** no later than May 7, 2019. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) 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; (b) state that such person or entity "requests exclusion from the Settlement Class in *Judith Godinez v. Alere Inc., et al.*, Civil Action No. 1:16-cv-10766-PBS;" (c) state the number of shares of publicly-traded Alere common stock that the person or entity requesting exclusion purchased/acquired and sold during the Class Period (May 9, 2013 through October 3, 2017, inclusive) as well as the dates and prices of each such purchase/acquisition and sale, and provide appropriate documentary proof of such purchases/acquisitions and sales; and (d) be signed by the person or entity requesting exclusion or an authorized representative under penalty of perjury. A Request for Exclusion shall not be valid and effective unless it provides all the information and documentation called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

52. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendants' Releasees.

53. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

54. Defendants have the right to terminate the Settlement if valid requests for exclusion are received in an amount that exceeds an amount agreed to by Defendants and Lead Plaintiffs.

## **WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? HOW DO I OBJECT? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

55. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. Settlement Class Members can participate in the Settlement without attending the Settlement Hearing. Please Note: The date and time of the Settlement Hearing may change without further written notice to the Settlement Class. You should monitor the Court's docket and the website maintained by the Claims Administrator, [www.AlereSecuritiesLitigation.com](http://www.AlereSecuritiesLitigation.com), before making plans to attend the Settlement Hearing. You may also confirm the date and time of the Settlement Hearing by contacting Lead Plaintiffs' Counsel.**

56. The Settlement Hearing will be held on **June 6, 2019 at 2:00p.m.**, before the Honorable Patti B. Saris at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Courtroom 19, 7th Floor, Boston, Massachusetts 02210. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

57. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the District of Massachusetts at the address set forth below on or before **May 7, 2019**. You must also mail the papers to Lead Counsel and Defendants' Counsel at the addresses set forth below so that the papers are **received** on or before **May 7, 2019**.

Clerk's Office

Office of the Clerk  
United States District Court  
for the District of Massachusetts  
1 Courthouse Way, Suite 2300  
Boston, MA 02210

Lead Counsel

**Abraham, Fruchter &  
Twersky, LLP**  
Jeffrey S. Abraham, Esq.  
One Penn Plaza, Suite 2805  
New York, NY 10119

Defendants' Counsel

**Kirkland & Ellis LLP**  
Brenton A. Rogers 300  
North LaSalle  
Chicago, IL 60654

**Entwistle & Cappucci LLP**  
Vincent R. Cappucci, Esq.  
Robert N. Cappucci, Esq.  
299 Park Avenue, 20th Floor  
New York, NY 10171

**Paul, Weiss, Rifkind, Wharton  
& Garrison LLP**  
Richard A. Rosen, Esq.  
1285 Avenue of the Americas  
New York, NY 10019

58. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of publicly-traded common stock of Alere the person or entity objecting purchased/acquired and sold during the Class Period (May 9, 2013 through October 3, 2017, inclusive) as well as the dates and prices of each such purchase/acquisition and sale. You may not object to the Settlement, the Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a Settlement Class Member.

59. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

60. If you wish to be heard orally at the Settlement Hearing, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 57 above so that the notice is **received** on or before **May 7, 2019**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

61. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 57 above so that the notice is **received** on or before **May 7, 2019**.

62. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel or review the Court's docket.

**63. 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 the Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

**WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?**

64. If you purchased Alere common stock from May 9, 2013 through October 3, 2017, inclusive (the Class Period), for the beneficial interest of persons or organizations other than yourself, you must either (a) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to *Judith Godinez, v. Alere Inc., et al.* c/o A.B. Data, Ltd., P.O. Box 173055, Milwaukee, WI 53217.<sup>3</sup> If you choose the second option, the Claims Administrator will send a copy of the Notice Packet to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice may also be obtained from the website maintained by the Claims Administrator, [www.AlereSecuritiesLitigation.com](http://www.AlereSecuritiesLitigation.com), by calling the Claims Administrator toll-free at 877-261-7472, or by emailing the Claims Administrator at [info@AlereSecuritiesLitigation.com](mailto:info@AlereSecuritiesLitigation.com).

<sup>3</sup> If the seventh calendar day after receipt of the Notice falls on a Saturday, Sunday or legal holiday, the time allowed for you to comply with this provision shall be extended until the end of the next business day.

## CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

65. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, [www.AlereSecuritiesLitigation.com](http://www.AlereSecuritiesLitigation.com).

**Requests for the Notice or to be added to the mailing list for future notices in the Action should be made to:**

*Judith Godinez v. Alere Inc., et al.*  
c/o A.B. Data, Ltd.  
P.O. Box 173055 Milwaukee, WI 53217  
877-261-7472  
[info@AlereSecuritiesLitigation.com](mailto:info@AlereSecuritiesLitigation.com)  
[www.AlereSecuritiesLitigation.com](http://www.AlereSecuritiesLitigation.com)

**Inquiries, other than requests for the Notice, should be made to Lead Counsel:**

Vincent R. Cappucci, Esq.  
**Entwistle & Cappucci LLP**  
299 Park Avenue, 20th Floor  
New York, NY 10171  
(212) 894-7200  
[vcappucci@entwistle-law.com](mailto:vcappucci@entwistle-law.com)

Jeffrey S. Abraham, Esq.  
**Abraham, Fruchter & Twersky, LLP**  
One Penn Plaza, Suite 2805  
New York, NY 10119  
(212) 279-5050  
[jabraham@aftlaw.com](mailto:jabraham@aftlaw.com)

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.**

Dated: March 8, 2019

By Order of the Court  
United States District Court  
District of Massachusetts

**Appendix A**  
**Proposed Plan of Allocation of Net Settlement Fund**

**I. For shares of common stock purchased or otherwise acquired between May 9, 2013 and May 27, 2015:**

- A. For shares sold between May 9, 2013 and December 6, 2016, the Recognized Loss shall be that number of shares multiplied by 10% of the lesser of:
  - (1) the applicable purchase date artificial inflation per share figure less the applicable sales date artificial inflation per share figure, as found in Table A; or
  - (2) the difference between the purchase price per share and the sales price per share.
- B. For shares sold between December 7, 2016 and March 6, 2017, the Recognized Loss shall be that number of shares multiplied by 10% of the lesser of:
  - (1) the applicable purchase date artificial inflation per share figure, as found in Table A; or
  - (2) the difference between the purchase price per share and the sales price per share; or
  - (3) the difference between the purchase price per share and the average closing price between December 7, 2016 and the date of sale, as found in Table B.<sup>4</sup>
- C. For shares held at the end of trading on March 6, 2017, the Recognized Loss shall be that number of shares multiplied by 10% of the lesser of:
  - (1) the applicable purchase date artificial inflation per share figure, as found in Table A; or
  - (2) the difference between the purchase price per share and \$39.13.<sup>5</sup>

**II. For shares of common stock purchased or otherwise acquired between May 28, 2015 and December 7, 2016:**

- A. For shares sold between May 28, 2015 and December 6, 2016, the Recognized Loss shall be that number of shares multiplied by the lesser of:
  - (1) the applicable purchase date artificial inflation per share figure less the applicable sales date artificial inflation per share figure, as found in Table A; or
  - (2) the difference between the purchase price per share and the sales price per share.
- B. For shares sold between December 7, 2016 and March 6, 2017, the Recognized Loss shall be that number of shares multiplied by the lesser of:
  - (1) the applicable purchase date artificial inflation per share figure, as found in Table A; or
  - (2) the difference between the purchase price per share and the sales price per share; or
  - (3) the difference between the purchase price per share and the average closing price between December 7, 2016 and the date of sale, as found in Table B.<sup>6</sup>
- C. For shares held at the end of trading on March 6, 2017, the Recognized Loss shall be that number of shares multiplied by the lesser of:
  - (1) the applicable purchase date artificial inflation per share figure, as found in Table A; or
  - (2) the difference between the purchase price per share and \$39.13.<sup>7</sup>

**III. For shares of common stock purchased or otherwise acquired between December 8, 2016 and October 3, 2017, the Recognized Loss shall be zero.**

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<sup>4</sup> Pursuant to Section 21(D)(e)(2) of the Private Securities Litigation Reform Act of 1995, “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, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-day period described in paragraph (1), the plaintiff’s damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the security and the mean trading price of the security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sells or repurchases the security.”

<sup>5</sup> Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, “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 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.” The mean (average) closing price of Alere common stock during the 90 day period beginning on December 7, 2016 and ending on March 6, 2017 was \$39.13 per share.

<sup>6</sup> Pursuant to Section 21(D)(e)(2) of the Private Securities Litigation Reform Act of 1995, “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, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-day period described in paragraph (1), the plaintiff’s damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the security and the mean trading price of the security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sells or repurchases the security.”

<sup>7</sup> Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, “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 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.” The mean (average) closing price of Alere common stock during the 90 day period beginning on December 7, 2016 and ending on March 6, 2017 was \$39.13 per share.

## ADDITIONAL PROVISIONS

**IV. FIFO Matching:** All purchases/acquisitions and sales of Alere common stock in the Class Period shall be matched on a First-In-First-Out (“FIFO”) basis. Sales of Alere common stock between May 9, 2013 and March 6, 2017 and holdings as of the close of trading on March 6, 2017 will be matched first against any holdings of Alere common stock at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

**V. Purchase/Sale Dates:** A purchase/acquisition or sale of Alere common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

**VI. Gifts:** The receipt or grant by gift, devise or inheritance of Alere common stock during the Class Period shall not be deemed to be a purchase, acquisition or sale of Alere common stock for the calculation of an Authorized Claimant’s Recognized Losses, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/sale unless (i) the donor or decedent purchased the security during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights to claims relating to the purchase or sale of Alere common stock; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares of Alere common stock.

**VII. Short Sales:** The date of covering a “short sale” is deemed to be the date of purchase or acquisition of Alere common stock. The date of a “short sale” is deemed to be the date of sale of Alere common stock. Under the Plan of Allocation, however, the Recognized Loss on all “short sales” is zero.

**VIII. Common Stock Purchased/Sold Through the Exercise of Options:** Option contracts are not securities eligible to participate in the Settlement. With respect to Alere common stock purchased or sold through the exercise of an option, the purchase/sale date of the Alere common stock is the exercise date of the option and the purchase/sale price of the Alere common stock is the exercise price of the option.

**IX. Calculation of Market Loss/Gain:** For each Claimant, the Claims Administrator shall determine the difference between (i) the Total Purchase Amount<sup>8</sup> and (ii) the sum of the Total Sales Proceeds<sup>9</sup> and Total Holding Value.<sup>10</sup> This difference will be deemed a Claimant’s Market Loss with respect to his, her, or its overall purchases/acquisitions of Alere common stock, during the Class Period.

**X. Calculation and Cap of Claimant Total Recognized Loss:** For each Claimant, the Claimants’ Total Recognized Loss will be the lesser of (i) the aggregate Recognized Loss associated with all Class Period purchases or acquisitions of Alere Securities or (ii) the Claimant’s Market Loss. Claimants that have a negative Market Loss (i.e. a gain) with respect to all of his, her or its purchases or acquisitions of Alere common stock between May 9, 2013 and December 7, 2016 will have a Total Recognized Loss of \$0, and will not be eligible for any distribution.

**XI. Determination of Distribution Amount:** The total net funds available for distribution in this Action as a result of the Settlement Amount and all interest earned thereon, less taxes, notice and administration costs, attorneys’ fees and litigation expenses awarded (the Net Settlement Fund) will be allocated *pro rata* based on each Authorized Claimant’s proportional share of the Net Settlement Fund as determined by his, her or its Total Recognized Loss as compared to the aggregate Total Recognized Losses of all Authorized Claimants. This proportional share is the Authorized Claimant’s “Distribution Amount.” The Distribution Amount for Authorized Claimants with a Total Recognized Loss of \$0.00 will be \$0.00. Such Claimants will in any event be bound by the Settlement.

**XII. De Minimis Limitation:** If an Authorized Claimant’s Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant. Those funds will be included in the distribution to other Authorized Claimants.

**XIII. Redistribution of Unclaimed Funds:** If any funds remain after the final distribution of recoveries in the Action (*i.e.*, if the Net Settlement Fund less distributions is positive) because of uncashed distributions or other reasons, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distribution checks, any balance remaining nine months after the final distribution of such funds shall be redistributed to Authorized Claimants who have cashed their initial distribution and who would receive at least \$10.00 from such redistribution, after payment of any unpaid costs or fees incurred in administering the funds, including for such redistribution. Additional redistributions to Authorized Claimants who have cashed their prior distribution checks and who would receive at least \$10.00 on such additional redistributions, subject to the conditions previously noted, may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional redistribution, after the deduction of any additional fees and expenses that would be incurred with respect to such redistributions, is cost-effective. At such time as it is determined that the redistribution of funds remaining is not cost-effective, the remaining balance (the Net Settlement Fund less distributions) shall be contributed to non-sectarian, not-for-profit 501(c)(3) organizations recommended by Lead Counsel and approved by the Court.

<sup>8</sup> The “Total Purchase Amount” is the total amount the Claimant paid (excluding commissions and other charges) for Alere common stock purchased or acquired during between May 9, 2013 and December 7, 2016.

<sup>9</sup> The Claims Administrator shall match any sales of Alere common stock between May 9, 2013 and December 7, 2016, first against the Claimant’s opening position in Alere common stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for sales of Alere common stock between May 9, 2013 and December 7, 2016 shall be the “Total Sales Proceeds.”

<sup>10</sup> When calculating Total Holding Value, the Claims Administrator shall ascribe a holding value of \$36.67 per share of Alere common stock, purchased or acquired on or after May 9, 2013 and still held as of the close of trading on December 7, 2016.

**XIV. Release:** Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Lead Counsel, Liaison Counsel for Plaintiffs, Settling Defendants and their respective counsel or any of the other Released Defendant Parties, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulations, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs, Defendants and their respective counsel, and all other Defendants' Releasees shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

**XV. Approval and Modification:** The Plan of Allocation set forth herein is the plan that is being proposed by Lead Plaintiff and Lead Counsel to the Court for approval. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding a modification of the Plan of Allocation will be posted on the settlement website, [www.AlereSecuritiesLitigation.com](http://www.AlereSecuritiesLitigation.com).

**TABLE A**  
**Estimated Artificial Inflation from May 9, 2013 through and including October 3, 2017**

<b><u>Alere Common Stock</u></b>	
Transaction Date	Artificial Inflation Per Share
05/09/2013 - 03/14/2016	\$ 15.20
03/15/2016 - 04/19/2016	\$ 13.09
04/20/2016 - 04/28/2016	\$ 7.39
04/29/2016 - 07/11/2016	\$ 4.58
07/12/2016 - 12/07/2016	\$ 2.79

**TABLE B**  
**Average Closing Price from December 7, 2016 Through the Date Listed per Share of Alere Common Stock**

Date of Sale	Average Closing Price Between 12/07/2016 and Date of Sale	Date of Sale	Average Closing Price Between 12/07/2016 and Date of Sale
12/07/2016	\$36.67	01/23/2017	\$39.24
12/08/2016	\$37.01	01/24/2017	\$39.25
12/09/2016	\$37.20	01/25/2017	\$39.26
12/12/2016	\$37.33	01/26/2017	\$39.25
12/13/2016	\$37.45	01/27/2017	\$39.21
12/14/2016	\$37.53	01/30/2017	\$39.16
12/15/2016	\$37.65	01/31/2017	\$39.10
12/16/2016	\$37.82	02/01/2017	\$39.06
12/19/2016	\$37.99	02/02/2017	\$39.04
12/20/2016	\$38.14	02/03/2017	\$39.03
12/21/2016	\$38.34	02/06/2017	\$39.02
12/22/2016	\$38.52	02/07/2017	\$39.00
12/23/2016	\$38.66	02/08/2017	\$39.00
12/27/2016	\$38.73	02/09/2017	\$39.00
12/28/2016	\$38.77	02/10/2017	\$39.00
12/29/2016	\$38.79	02/13/2017	\$39.03
12/30/2016	\$38.80	02/14/2017	\$39.06
01/03/2017	\$38.81	02/15/2017	\$39.10
01/04/2017	\$38.83	02/16/2017	\$39.12
01/05/2017	\$38.86	02/17/2017	\$39.14
01/06/2017	\$38.90	02/21/2017	\$39.16
01/09/2017	\$38.95	02/22/2017	\$39.18
01/10/2017	\$39.01	02/23/2017	\$39.20
01/11/2017	\$39.07	02/24/2017	\$39.21
01/12/2017	\$39.11	02/27/2017	\$39.23
01/13/2017	\$39.14	02/28/2017	\$39.21
01/17/2017	\$39.18	03/01/2017	\$39.18
01/18/2017	\$39.22	03/02/2017	\$39.16
01/19/2017	\$39.25	03/03/2017	\$39.15
01/20/2017	\$39.25	03/06/2017	\$39.13