IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

MELVYN KLEIN, Individually and On Behalf of All Others Similarly Situated, Plaintiff, vs. CARE CAPITAL PROPERTIES, INC., RAYMOND J. LEWIS, DOUGLAS CROCKER II, JEFFREY A. MALEHORN, JOHN L. WORKMAN, JOHN S. GATES, JR., DALE A. REISS, RONALD G. GEARY, CARE CAPITAL PROPERTIES, LP, SABRA HEALTH CARE REIT, INC., PR SUB, LLC, and SABRA HEALTH CARE LIMITED PARTNERSHIP, Defendants.	**Case No.:** **JURY DEMANDED**

Plaintiff Melvyn Klein ("Plaintiff"), by his undersigned attorneys, alleges the following on information and belief, except as to the allegations specifically pertaining to Plaintiff, which are based on personal knowledge.

NATURE OF THE ACTION

1. Plaintiff brings this action, individually, as a public stockholder of Care Capital Properties, Inc. ("Care Capital" or the "Company") against the members of Care Capital's Board of Directors (the "Board" or the "Individual Defendants") and Care Capital for violations of Sections 14(a) and 20(a) of the Securities Exchange Act of 1934 (the "1934 Act"), and Rule 14a-9 promulgated thereunder ("Rule 14a-9"), and on behalf of himself and a putative class of public shareholders of Care Capital against the Individual Defendants for breach of fiduciary duty.

2. On May 7, 2017, the Board caused the Company to enter into an agreement and plan of merger (the "Merger Agreement") with Sabra Health Care REIT, Inc. ("Parent"), PR Sub, LLC ("Merger Sub"), and Sabra Health Care Limited Partnership ("Parent OP," and together with Parent, and Merger Sub, "Sabra"). Pursuant to the terms of the Merger Agreement, Care Capital shareholders will receive 1.123 shares of Parent common stock for each share of Care Capital common stock.

3. On June 13, 2017, Defendants filed a Form S-4 Registration Statement (the "Registration Statement") with the United States Securities and Exchange Commission ("SEC") in connection with the Proposed Transaction.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the claims asserted herein for violations of Sections 14(a) and 20(a) of the Exchange Act and SEC Rule 14a-9 promulgated thereunder pursuant to Section 27 of the Exchange Act, 15 U.S.C. § 78aa, and 28 U.S.C. § 1331 (federal question jurisdiction).

5. This Court has jurisdiction over Defendants because each defendant is either a corporation that conducts business in and maintains operations within this District, or is an individual with sufficient minimum contacts with this District so as to make the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

6. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Plaintiff's claims arose in this District, where a substantial portion of the actionable conduct took place, where most of the documents are electronically stored, and where the evidence exists. Care Capital is incorporated in this District.

THE PARTIES

7. ***Plaintiff Melvyn Klein*** is, and has been at all times relevant hereto, a stockholder of Care Capital. *See* attached certification.

8. ***Defendant Care Capital*** is a Delaware corporation and maintains its principal executive offices at 191 N. Wacker Drive, Suite 1200, Chicago, Illinois 60606. Care Capital's business focuses on owning, acquiring, and leasing skilled nursing facilities and other healthcare assets operated by private regional and local care providers in the United States.

9. ***Defendant Raymond J. Lewis*** ("Lewis") is a Director and Chief Executive Officer ("CEO") of the Company.

10. ***Defendant Douglas Crocker II*** ("Crocker") is a Director and Chairman of the Board of the Company.

11. ***Defendant Jeffrey A. Malehorn*** ("Malehorn") is a Director of the Company.

12. ***Defendant John L. Workman*** ("Workman") is a Director of the Company.

13. ***Defendant John S. Gates, Jr.*** ("Gates") is a Director of the Company

14. ***Defendant Dale A. Reiss*** ("Reiss") is a Director of the Company.

15. ***Defendant Ronald G. Geary*** ("Geary") is a Director of the Company.

16. Defendants identified in paragraphs 9 through 15 are collectively referred to herein as the "Individual Defendants."

17. ***Defendant Care Capital Properties, LP*** ("Company OP") is a Delaware limited partnership and a party to the Merger Agreement.

18. ***Defendant Parent*** is a Maryland corporation and a party to the Merger Agreement.

19. ***Defendant Merger Sub*** is a Delaware limited liability company, a wholly owned subsidiary of Parent, and a party to the Merger Agreement.

20. ***Defendant Parent OP*** is a Delaware limited partnership and a party to the Merger Agreement.

CLASS ACTION ALLEGATIONS

21. Plaintiff brings his claim as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of all persons and entities that own Care Capital common stock (the "Class"). Excluded from the Class are Defendants and their affiliates, immediate families, legal representatives, heirs, successors or assigns and any entity in which defendants have or had a controlling interest.

22. Plaintiff's claim is properly maintainable as a class action under Rule 23 of the Federal Rules of Civil Procedure.

23. The Class is so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through discovery, Plaintiff believes that there are thousands of members in the Class. As of May 4, 2017, there were approximately 84,049,657 shares of Company common stock issued and outstanding. All members of the Class may be identified from records maintained by Care Capital or its transfer agent and may be notified of the pendency of this action by mail, using forms of notice similar to that customarily used in securities class actions.

24. Questions of law and fact are common to the Class and predominate over questions affecting any individual Class member, including, among inter alia:

(a) Is the Class entitled to injunctive relief or damages as a result of Defendants' wrongful conduct;

(b) Whether Defendants have disclosed and will disclose all material facts about the Proposed Transaction to Care Capital shareholders;

(c) Have the Individual Defendants breached their fiduciary duties of loyalty and/or care with respect to Plaintiff and the other members of the Class in connection with the Merger; and

(d) Whether Plaintiff and the other members of the Class would be irreparably harmed were the transactions complained of herein consummated.

25. Plaintiff will fairly and adequately protect the interests of the Class, and has no interests contrary to or in conflict with those of the Class that Plaintiff seeks to represent. Plaintiff has retained competent counsel experienced in litigation of this nature.

26. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

27. Defendants have acted on grounds generally applicable to the Class with respect to the matters complained of herein, thereby making appropriate the relief sought herein with respect to the Class as a whole.

SUBSTANTIVE ALLEGATIONS

The Company

28. The Company is a self-administered, self-managed REIT with a diversified portfolio of skilled nursing facilities ("SNFs") and other healthcare assets operated by private regional and local care providers. The Company primarily generate revenues by leasing its properties to unaffiliated tenants under long-term triple-net leases, pursuant to which the tenants are obligated to pay all property-related expenses, including maintenance, utilities, repairs, taxes, insurance and capital expenditures. In addition, the Company originates and manages a small portfolio of secured and unsecured loans, made primarily to its SNF operators and other post-acute care providers.

29. The Company was originally formed in April 2015 to hold the post-acute/SNF portfolio of Ventas, Inc. ("Ventas") and its subsidiaries operated by regional and local care providers (the "CCP Business").

30. On August 17, 2015, Ventas completed its spin-off of the CCP Business by distributing one share of the Company's common stock for every four shares of Ventas common stock held as of the applicable record date, and, as a result, the Company began operating as an independent public company and its common stock commenced trading on the New York Stock Exchange under the symbol "CCP" as of August 18, 2015.

31. As of December 31, 2016, the Company's portfolio consisted of 345 properties operated by 38 private regional and local care providers, spread across 36 states and containing a total of approximately 38,000 beds/units. The Company conducts all of its operations through its wholly owned operating partnership, Care Capital Properties, LP ("Care Capital LP"), and its subsidiaries.

32. The Company elected to be treated as a REIT for federal income tax purposes, beginning with its tax year ended December 31, 2015. Subject to the REIT asset test requirements, the Company is permitted to own up to 100% of the stock of one or more taxable REIT subsidiaries ("TRSs").

33. On February 28, 2017, the Company issued a press release entitled *Care Capital Properties Reports Fourth Quarter and Full Year 2016 Results*. It was in this press release that the Company reported its operating results for the fourth quarter and year ended December 31, 2016:

Fourth Quarter 2016 Financial Results

- Net income attributable to CCP for the quarter ended December 31, 2016 was $37 million, or $0.44 per diluted common share.
- Normalized Funds from Operations ("FFO") for the quarter ended December 31, 2016 was $59 million, or $0.71 per diluted common share. FFO, as defined by the National Association of Real Estate Investment Trusts ("NAREIT"), for the same time period was $62 million, or $0.74 per diluted common share. Normalized FFO and NAREIT FFO for the quarter ended December 31, 2015 were $71 million, or $0.85 per diluted common share, and $69 million, or $0.83 per diluted common share, respectively. The decreases in the fourth quarter of 2016 compared to the prior-year period are attributable primarily to an increase in interest expense resulting from the refinancing of short-term floating rate debt with longer term fixed rate debt during 2016 and the impact of dispositions completed in the year, partially offset by acquisitions and contractual rent increases.

Full Year 2016 Financial Results

- For the year ended December 31, 2016, net income attributable to CCP was $123 million, or $1.46 per diluted common share.

- Normalized FFO for the year ended December 31, 2016 was $255 million, or $3.05 per diluted common share. NAREIT FFO for the same period was $245 million, or $2.92 per diluted common share. Normalized FFO and NAREIT FFO for the year ended December 31, 2015 was $286 million, or $3.42 per diluted common share, and $277 million, or $3.31 per diluted common share, respectively. The decreases in 2016 over the prior year are due primarily to an increase in interest expense, as CCP had no debt outstanding prior to August 17, 2015 and the debt incurred in connection with the spin-off consisted entirely of floating rate bank debt.

- Adjusted EBITDA grew to $312 million in 2016 due primarily to investments completed in 2015 and 2016 and contractual rent escalations in 2016, partially offset by dispositions, asset transitions and lease restructurings.

- Cash flow from operations after routine capital expenditures and dividends (including the dividend declared in December 2016, but paid in January 2017) was $53 million.

34. Defendant Lewis also stated in relevant part in this press release:

> ***We are pleased to have delivered strong results in 2016***, while generating robust cash flow to reinvest in growing our business. Our many accomplishments included putting our permanent capital structure in place, improving our portfolio through acquisitions, portfolio redevelopment, dispositions and asset transitions and building out our standalone infrastructure[.] In addition, we paid an attractive dividend and enhanced our investment grade balance sheet. As we look ahead to 2017, we are focused on completing value-enhancing investments and managing our portfolio to invest and grow with quality operators. [Emphasis added].

35. On May 9, 2017, the Company issued a press release entitled *Care Capital Properties Reports First Quarter 2017 Results -- First Quarter 2017 Net Income of $0.77 Per Diluted Share and Normalized FFO of $0.68 Per Diluted Share*. It was in this press release that the Company reported its operating results for the first quarter ended March 31, 2017:

> **First Quarter 2017 Financial Results**
>
> - Net income attributable to common stockholders for the quarter ended March 31, 2017 was $65 million, or $0.77 per diluted common share, excluding dividends on unvested restricted shares, compared with $30 million, or $0.35 per diluted common share, excluding dividends on unvested restricted shares, for the quarter ended March 31, 2016.
>
> - Normalized Funds from Operations ("FFO") for the quarter ended March 31, 2017 was $57 million, or $0.68 per diluted common share. FFO, as defined by the National Association of Real Estate Investment Trusts ("NAREIT"), for the same time period was $57 million, or $0.68 per diluted common share. Normalized FFO and NAREIT FFO for the quarter ended March 31, 2016 were $67 million, or $0.80 per diluted common share, and $64 million, or $0.76 per diluted common share, respectively. The decreases in the first quarter of 2017 compared to the prior year period are attributable primarily to an increase in interest expense resulting from the refinancing of short-term floating rate debt with longer term fixed rate debt during 2016, the impact of dispositions and transitions, restructures and new leases completed during 2016 and the first

quarter of 2017, partially offset by acquisitions and contractual rent increases.

Operating Results

- During the quarter ended March 31, 2017, CCP invested a total of $8 million through acquisitions and redevelopment, at an average yield of 8.1%. In addition, the Company committed $23 million in new loans for redevelopment and working capital.

- During the quarter, the Company disposed of nine properties for gross proceeds of $65 million, representing a weighted average cap rate on cash rent of approximately 9.25%. In addition, the Company entered into definitive agreements to sell an additional 29 properties for gross proceeds of approximately $180 million at an average cap rate on cash rent of 9.6%.

The Merger Agreement

36. Sections 5.4(a) and (c) of the Merger Agreement provides for a "no solicitation" clause that prevents Care Capital from soliciting alternative proposals and constrains its ability to negotiate with potential buyers:

> (a) Subsidiaries and its and their respective directors and officers not to, and it shall use its commercially reasonable efforts to cause its and its Subsidiaries' other Representatives not to, directly or indirectly, (i) initiate, solicit, propose, knowingly encourage or knowingly facilitate any inquiry or the making of any proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal, (ii) engage in, continue or otherwise participate in any discussions with or negotiations relating to any Acquisition Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to an Acquisition Proposal, in each case with the Person making such Acquisition Proposal or any of such Person's Affiliates or Representatives, (iii) provide any nonpublic information or data to any Person making such Acquisition Proposal or any of such Person's Affiliates or Representatives in connection with any Acquisition Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to an Acquisition Proposal, (iv) approve or execute or enter into any letter of intent, agreement in principle, merger agreement, business combination agreement, sale or purchase agreement or

> share exchange agreement, option agreement or any other similar agreement related to any Acquisition Proposal (other than (I) with respect to an Acquisition Proposal made by Parent, (II) a confidentiality agreement of the type described in Section 5.4(b) and customary clean team agreements in connection with the evaluation of any Acquisition Proposal with respect to which such party is permitted to negotiate in accordance with the terms of this Agreement and (III) subject to Section 4.1(b)(xxii) or Section 4.1(b)(xx), as applicable, engagement letters with advisors and consultants and similar agreements) (an "Acquisition Agreement") or (v) agree to do any of the foregoing; provided, however, that nothing in this Agreement shall prevent the Company or Parent, as the case may be, or its Affiliates or Subsidiaries or their respective Representatives from contacting, prior to obtaining Company Required Vote or the Parent Required Vote, as applicable, a Person that has made or submitted an Acquisition Proposal (or its advisors) to the Company or its Representatives or Parent or its Representatives, as the case may be, solely for the purpose of clarifying the proposal and any material terms thereof and the conditions to consummation, so as to determine whether such Acquisition Proposal would reasonably be expected to result in a Superior Proposal.
>
> (c) Each of the Company and Parent agrees that it will and will cause its and its Subsidiaries' directors and officers to, and that it shall use its commercially reasonable efforts to cause its and its Subsidiaries' other Representatives to, cease immediately and terminate, as of the date hereof, any and all existing activities, discussions or negotiations with any third parties conducted heretofore with respect to any Acquisition Proposal.

37. Section 5.4(b)(ii) of the Merger Agreement provides that the Company must advise Sabra of any proposals received from other parties:

> (ii) Each of the Company and Parent shall notify the other Party promptly (but in no event later than 24 hours) after receipt of any Acquisition Proposal or any request for nonpublic information relating to such Party or any of its Subsidiaries by any Person that informs such Party or any of its Subsidiaries that it is considering making, or has made, an Acquisition Proposal, or any inquiry from any Person seeking to have discussions or negotiations with such Party relating to a possible Acquisition Proposal. Such notice shall be made orally and confirmed in writing, and shall indicate the identity of the Person making the Acquisition Proposal, inquiry or request and the material terms and conditions of any inquiries,

> proposals or offers (including a copy thereof if in writing and any related material documentation or material correspondence (including proposed agreements) received by the Company or its Representatives from, or sent by the Company or its Representatives to, such Person making an Acquisition Proposal or any of such Person's Representatives). Each of the Company and Parent shall also promptly, and in any event within 24 hours, notify the other Party, orally and in writing, if it enters into discussions or negotiations concerning any Acquisition Proposal or provides nonpublic information or data to any Person in accordance with this Section 5.4(b) and keep the other Party reasonably informed of the status and terms of any such proposals, offers, discussions or negotiations on a reasonably current basis, including by providing a copy of all material documentation or material correspondence relating thereto received by the Company or its Representatives from, or sent by the Company or its Representatives to, such Person making an Acquisition Proposal or any of such Person's Representatives, including proposed agreements and any material change in its intentions as previously notified.

38. Further, Section 5.4(b)(iv) of the Merger Agreement provides for a restrictive "fiduciary out" provision that allows the Board to withdraw its approval of the Proposed Transaction under very limited circumstances, and grants Sabra a "matching right" with respect to any "Superior Proposal" made to the Company:

> (iv) Notwithstanding anything in this Agreement to the contrary (but subject to this Section 5.4(b)(iv)), prior to its receipt of the Company Required Vote (in the case of the Company) or the Parent Required Vote (in the case of Parent), in response to a Qualifying Acquisition Proposal, the Board of Directors of the Company or Board of Directors of Parent, as applicable, may make a Change in Company Recommendation or a Change in Parent Recommendation and terminate this Agreement to enter into a definitive agreement to effect such Acquisition Proposal, as applicable, in each case, if and only if (A) such Qualifying Acquisition Proposal did not result from a breach of Section 5.4(a) or (c) and such Qualifying Acquisition Proposal is not withdrawn, (B) the Board of Directors of the Company or the Board of Directors of Parent, as applicable, has determined in good faith (after consultation with its outside legal counsel) that such Qualifying Acquisition Proposal constitutes a Superior Proposal, (C) five calendar days shall have elapsed since the time the Party proposing to take such action has given written notice to the other

> Party advising such other Party that the notifying Party intends to take such action and specifying in reasonable detail the reasons therefor, including the terms and conditions of any such Superior Proposal that is the basis of the proposed action (a "Notice of Superior Proposal Recommendation Change") (it being agreed that neither the delivery of such notice by the Company or Parent, as the case may be, nor any public announcement of the delivery of such notice that the Company or Parent, as the case may be, determines that it is required to make under applicable Law shall constitute a Change in Company Recommendation or Change in Parent Recommendation, as the case may be, unless and until the Board of Directors of the Company or Parent, as the case may be, shall have failed to, within twenty-four (24) hours after such five day period (or three day period, as applicable), publicly announce that it is recommending this Agreement and the Merger or the Parent Stock Issuance, as applicable (taking into account any adjustment or modification of the terms of this Agreement and the Merger agreed to by the parties hereto in writing)) (it being understood that any amendment to any material term of such Superior Proposal (including any change in the form or amount of consideration) shall require a new Notice of Superior Proposal Recommendation Change and a new three calendar day period shall commence upon the delivery of such notice), (D) during such five calendar day period or three calendar day period (as applicable), the notifying Party has considered and, at the reasonable request of the other Party, engaged in good faith discussions with such Party regarding, any adjustment or modification of the terms of this Agreement proposed by the other Party, and (E) the applicable Board of Directors proposing to take such action, following such five calendar day period or three calendar day period (as applicable), again determines in good faith that such Qualifying Acquisition Proposal constitutes a Superior Proposal (taking into account any adjustment or modification of the terms of this Agreement and the Merger proposed by the other Party).

39. In addition, there is also a $38.5 million "termination fee", payable by the Company to Sabra if the Merger Agreement is terminated. In short, the above deal protection devices have locked up the Proposed Transaction and have precluded other bidders from making competing offers for the Company.

40. Further, the consideration paid to the Company's shareholders is inadequate. That is, the intrinsic value of the Company is more than the amount offered in the Proposed Transaction. For example, the merger consideration does not sufficiently compensate the Company's shareholders for the significant synergies resulting from the Proposed Transaction.

41. Moreover, the analyses performed by the Company's financial advisors -- Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and Barclays Capital Inc. ("Barclays") – demonstrate the insufficiency of the merger consideration. By way of example, Barclays *Selected Comparable Public Company Analysis* provided an implied price per share for Care Capital as high as $32.90, and Barclays' *Discounted Cash Flow Analysis* provided an implied price per share for the Company as high as $32.50. In short, the Proposed Transaction will deny Plaintiff and putative Class members their right to share proportionately in the true value of the Company's profitable business, and future growth. However, certain of the Company's officers and directors stand to receive significant benefits resulting from the Proposed Transaction. For example, Defendant Lewis and two of the other Defendants will serve on the Sabra board of directors following the close of the merger.

The Registration Statement Is False and Misleading

42. In connection with the Proposed Transaction, a Registration Statement was filed with the SEC. The Registration Statement does not provide material information regarding the Proposed Transaction.

43. The Registration Statement fails to provide Plaintiff and the putative Class with (a) the Company's financial projections; (b) Sabra's financial projections, and (c) the financial analyses conducted by the Company's financial advisors in support of the fairness opinions.

44. In regard to Company's financial projections, the Registration Statement does not disclose: (a) the line items used in calculating unlevered free cash flows; and (b) a reconciliation of all non- Generally Accepted Accounting Principles ("GAAP") to GAAP metrics.

45. In regard to Sabra's financial projections, the Registration Statement does not disclose: (a) the line items used in calculating unlevered free cash flows; and (b) a reconciliation of all non-GAAP to GAAP metrics.

46. In regard to the combined company projections, the Registration Statement does not disclose a reconciliation of all non-GAAP to GAAP metrics.

47. In regard to Merrill Lynch's *Discounted Cash Flow Analyses*, the Registration Statement does not disclose: (a) the ranges of implied enterprise values for the Company and Sabra; (b) the terminal values for the Company and Sabra; and (c) the inputs and assumptions underlying the discount rate ranges of 7.5% to 8.5% and 7.0% to 8.0%.

48. In regard to Merrill Lynch's *Selected Public Companies Analysis*, the Registration Statement does not disclose the individual multiples and the financial metrics for the companies reviewed by Merrill Lynch in the analysis.

49. In regard to Barclays' *Discounted Cash Flow Analyses*, the Registration Statement does not disclose: (a) the terminal values for the Company and Sabra; and (b) the inputs and assumptions underlying the discount rate ranges of 7.5% to 8.5% and 7.0% to 8.0%.

50. In regard to Barclays' *Net Asset Value Analysis*, the Registration Statement does not disclose: (a) the in-place 2018 estimated net operating income by property type for each company as provided by Company management and Sabra management; (b) the gross value of acquisitions at cost by each company; (c) the in-place gross real estate value of each company; (d) the value of cash and other tangible assets; and (e) debt and other tangible liabilities.

51. In regard to Barclays' *Selected Comparable Public Company Analysis*, the Registration Statement does not disclose the individual multiples and the financial metrics for the companies observed by Barclays.

52. In regard to Barclays' *Selected Precedent Portfolio Transaction Analysis*, the Registration Statement does not disclose the individual multiples and the financial metrics for the transactions observed by Barclays.

53. This projected financial information is material as it enables the Company's shareholders to project the future financial performance and also enables them to understand the financial analyses performed by the Company's financial advisors.

54. The Registration Statement also fails to provide material information regarding the potential conflicts of interest of the Company's financial advisors. For example, the Registration Statement does not disclose the timing and nature of all communications regarding Merrill Lynch's opportunity to serve as administrative agent, lead left arranger and bookrunner, and lender to Sabra upon consummation of the Proposed Transaction, for which "Merrill Lynch and its affiliates anticipate earning fees for such services of between $5 million and $6 million."

CLAIMS FOR RELIEF

COUNT I

Class Claims Against All Defendants for Violations of Section 14(a) of the Exchange Act And SEC Rule 14a-9 Promulgated Thereunder

55. Plaintiff incorporates each and every allegation set forth above as if fully set forth herein.

56. SEC Rule 14a-9, 17 C.F.R. § 240.14a-9, promulgated pursuant to Section 14(a) of the Exchange Act, provides:

> No solicitation subject to this regulation shall be made by means of any proxy statement, form of proxy, notice of meeting or other

> communication, written or oral, containing any statement which, at the time and in light of the circumstances under which it is made, is false or misleading with respect to any material fact, or which omits to state any material fact necessary in order to make the statements therein not false or misleading or necessary to correct any statement in any earlier communication with respect to the solicitation of a proxy for the same meeting or subject matter which has become false or misleading.

57. Defendants disseminated the false and misleading Registration Statement specified above, which failed to disclose material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in violation of Section 14(a) of the Exchange Act and SEC Rule 14a-9 promulgated thereunder.

58. Defendants were aware of this information and of their duty to disclose this information in the Registration Statement. The Registration Statement was prepared, reviewed, and/or disseminated by Defendants. The Registration Statement misrepresented and/or omitted material facts, including material information about the unfair sale process for the Company, the financial analyses performed by the Company's financial advisor. Defendants were at least negligent in filing the Registration Statement with these materially false and misleading statements.

59. The omissions and false and misleading statements in the Registration Statement are material in that a reasonable shareholder would consider them important in deciding how to vote on the Transaction. In addition, a reasonable investor would view a full and accurate disclosure as significantly altering the "total mix" of information made available in the Registration Statement and in other information reasonably available to unitholders.

60. By reason of the foregoing, Defendants have violated Section 14(a) of the Exchange Act and SEC Rule 14a-9(a) promulgated thereunder.

61. Because of the false and misleading statements in the Registration Statement, Plaintiff and the putative Class are threatened with irreparable harm, rendering money damages inadequate. Therefore, injunctive relief is appropriate to ensure Defendants' misconduct is corrected.

COUNT II

Class Claims Against the Individual Defendants for Violation of Section 20(a) of the Exchange Act

62. Plaintiff repeats and re-alleges the preceding allegations as if fully set forth herein.

63. The Individual Defendants acted as controlling persons of Care Capital within the meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their positions as officers or directors of Care Capital and participation in or awareness of the Company's operations or intimate knowledge of the false statements contained in the Registration Statement filed with the SEC, they had the power to influence and control and did influence and control, directly or indirectly, the decision-making of the Company, including the content and dissemination of the various statements which Plaintiff contends are false and misleading.

64. Each of the Individual Defendants was provided with or had unlimited access to copies of the Registration Statement and other statements alleged by Plaintiff to be misleading prior to or shortly after these statements were issued and had the ability to prevent the issuance of the statements or cause the statements to be corrected.

65. In particular, each of the Individual Defendants had direct and supervisory involvement in the day-to-day operations of the Company, and, therefore, is presumed to have had the power to control or influence the particular transactions giving rise to the securities violations as alleged herein, and exercised the same. The Registration Statement at issue contains

the unanimous recommendation of each of the Individual Defendants to approve the Transaction. They were, thus, directly involved in the making of this document.

66. In addition, as the Registration Statement sets forth at length, and as described herein, the Individual Defendants were each involved in negotiating, reviewing, and approving the Transaction. The Registration Statement purports to describe the various issues and information that they reviewed and considered —descriptions which had input from the Individual Defendants

67. By virtue of the foregoing, the Individual Defendants have violated Section 20(a) of the Exchange Act.

68. Plaintiff and the putative Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiff and the putative Class be fully protected from the immediate and irreparable injury that Defendants' actions threaten to inflict.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against defendants jointly and severally, as follows:

(A) Declaring this action to be a class action and certifying Plaintiff as the Class representative and his counsel as Class counsel;

(B) Declaring that the Registration Statement is materially false or misleading;

(C) Enjoining, preliminarily and permanently, the Proposed Transaction;

(D) In the event that the Proposed Transaction is consummated before the entry of this Court's final judgment, rescinding it or awarding Plaintiff and the putative Class rescissory damages;

(E) Directing that Defendants account to Plaintiff and the other members of the Class for all damages caused by them and account for all profits and any special benefits obtained as a result of their breaches of their fiduciary duties.

(F) Awarding Plaintiff the costs of this action, including a reasonable allowance for the fees and expenses of Plaintiff's attorneys and experts; and

(G) Granting Plaintiff and the other members of the Class such further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury.

O'KELLY ERNST & JOYCE, LLC

Dated: July 10, 2017

/s/ Ryan M. Ernst

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EXHIBIT A

CERTIFICATION OF NAMED PLAINTIFF

I, Melvyn Klein ("Plaintiff"), hereby retain Gainey McKenna & Egleston and such co-counsel as appropriate, subject to their investigation, to pursue my claims on a contingent fee basis and for counsel to advance the costs of the case, with no attorneys fee owing except as may be awarded by the court at the conclusion of the matter and paid out of any recovery obtained and I also hereby declare the following as to the claims asserted under the law that:

Plaintiff did not purchase the security that is the subject of this action at the direction of Plaintiff's counsel or in order to participate in this private action.

Plaintiff reviewed a copy of the complaint and is willing to serve as a representative party on behalf of the class, including providing testimony at deposition and trial, if necessary.

Plaintiff's transactions in ***Care Capital Properties, Inc.*** security that is subject of this action during the Class Period are as follows:

No. of Shares	**Stock Symbol**	**Buy/Sell**	**Date**	**Price Per Share**
1,000	CCP	Buy	11/23/2015	$28.00

Please list other transactions on a separate sheet of paper, if necessary.

Plaintiff has sought to serve as a class representative in the following cases within the last three years:

None.

Plaintiff will not accept any payment serving as a representative party on behalf of the class beyond Plaintiff's *pro rata* share of any recovery, except such reasonable costs and expenses (including lost wages) directly relating to the representation of the class as ordered or approved by the court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 10th day of July, 2017

/s/ Melvyn Klein
Signature

Melvyn Klein
Print Name (& Title if applicable)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Melvyn Klein

(b) County of Residence of First Listed Plaintiff Nassau County, NY
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Ryan M. Ernst and Daniel P. Murray
O'Kelly Ernst & Joyce, LLC
901 N. Market St., Ste. 1000, Wilmington, DE 19801 (302) 778-4000

DEFENDANTS

County of Residence of First Listed Defendant Cook County, IL
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ❒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	❒ 1	❒ 1	Incorporated *or* Principal Place of Business In This State	❒ 4	❒ 4
Citizen of Another State	❒ 2	❒ 2	Incorporated *and* Principal Place of Business In Another State	❒ 5	❒ 5
Citizen or Subject of a Foreign Country	❒ 3	❒ 3	Foreign Nation	❒ 6	❒ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
❒ 110 Insurance	**PERSONAL INJURY**	**PERSONAL INJURY**	❒ 625 Drug Related Seizure of Property 21 USC 881	❒ 422 Appeal 28 USC 158	❒ 375 False Claims Act
❒ 120 Marine	❒ 310 Airplane	❒ 365 Personal Injury - Product Liability	❒ 690 Other	❒ 423 Withdrawal 28 USC 157	❒ 376 Qui Tam (31 USC 3729(a))
❒ 130 Miller Act	❒ 315 Airplane Product Liability	❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability		**PROPERTY RIGHTS**	❒ 400 State Reapportionment
❒ 140 Negotiable Instrument	❒ 320 Assault, Libel & Slander	❒ 368 Asbestos Personal Injury Product Liability		❒ 820 Copyrights	❒ 410 Antitrust
❒ 150 Recovery of Overpayment & Enforcement of Judgment	❒ 330 Federal Employers' Liability	**PERSONAL PROPERTY**	**LABOR**	❒ 830 Patent	❒ 430 Banks and Banking
❒ 151 Medicare Act	❒ 340 Marine	❒ 370 Other Fraud	❒ 710 Fair Labor Standards Act	❒ 835 Patent - Abbreviated New Drug Application	❒ 450 Commerce
❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)	❒ 345 Marine Product Liability	❒ 371 Truth in Lending	❒ 720 Labor/Management Relations	❒ 840 Trademark	❒ 460 Deportation
❒ 153 Recovery of Overpayment of Veteran's Benefits	❒ 350 Motor Vehicle	❒ 380 Other Personal Property Damage	❒ 740 Railway Labor Act	**SOCIAL SECURITY**	❒ 470 Racketeer Influenced and Corrupt Organizations
❒ 160 Stockholders' Suits	❒ 355 Motor Vehicle Product Liability	❒ 385 Property Damage Product Liability	❒ 751 Family and Medical Leave Act	❒ 861 HIA (1395ff)	❒ 480 Consumer Credit
❒ 190 Other Contract	❒ 360 Other Personal Injury		❒ 790 Other Labor Litigation	❒ 862 Black Lung (923)	❒ 490 Cable/Sat TV
❒ 195 Contract Product Liability	❒ 362 Personal Injury - Medical Malpractice		❒ 791 Employee Retirement Income Security Act	❒ 863 DIWC/DIWW (405(g))	☒ 850 Securities/Commodities/ Exchange
❒ 196 Franchise				❒ 864 SSID Title XVI	❒ 890 Other Statutory Actions
				❒ 865 RSI (405(g))	❒ 891 Agricultural Acts
					❒ 893 Environmental Matters
					❒ 895 Freedom of Information Act
REAL PROPERTY	**CIVIL RIGHTS**	**PRISONER PETITIONS**		**FEDERAL TAX SUITS**	❒ 896 Arbitration
❒ 210 Land Condemnation	❒ 440 Other Civil Rights	**Habeas Corpus:**		❒ 870 Taxes (U.S. Plaintiff or Defendant)	❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
❒ 220 Foreclosure	❒ 441 Voting	❒ 463 Alien Detainee		❒ 871 IRS—Third Party 26 USC 7609	❒ 950 Constitutionality of State Statutes
❒ 230 Rent Lease & Ejectment	❒ 442 Employment	❒ 510 Motions to Vacate Sentence			
❒ 240 Torts to Land	❒ 443 Housing/ Accommodations	❒ 530 General			
❒ 245 Tort Product Liability	❒ 445 Amer. w/Disabilities - Employment	❒ 535 Death Penalty	**IMMIGRATION**		
❒ 290 All Other Real Property	❒ 446 Amer. w/Disabilities - Other	**Other:**	❒ 462 Naturalization Application		
	❒ 448 Education	❒ 540 Mandamus & Other	❒ 465 Other Immigration Actions		
		❒ 550 Civil Rights			
		❒ 555 Prison Condition			
		❒ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ❒ 2 Removed from State Court ❒ 3 Remanded from Appellate Court ❒ 4 Reinstated or Reopened ❒ 5 Transferred from Another District *(specify)* ❒ 6 Multidistrict Litigation - Transfer ❒ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
Sections 14(a) and 20(a) of the Securities Exchange Act of 1934

Brief description of cause:
Class Action - Violations of Securities Exchange Act of 1934 in Acquisition of Capital Care Properties, Inc.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ❒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE The Honorable Leonard P. Stark DOCKET NUMBER See attached.

DATE 07/10/2017

SIGNATURE OF ATTORNEY OF RECORD /s/ Ryan M. Ernst (No. 4788)

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

EXHIBIT A

Case Nos.
17-cv-859
17-cv-866
17-cv-878
17-cv-909