

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

In re ENVISION HEALTHCARE CORPORATION ) Civil Action No. 3:17-cv-01112  
SECURITIES LITIGATION ) (Consolidated with Case Nos.  
 ) 3:17-cv-01323 and 3:17-cv-01397)  
\_\_\_\_\_) )  
This Document Relates To: ) CLASS ACTION  
 )  
ALL ACTIONS. ) Honorable William L. Campbell, Jr.  
 ) Magistrate Judge Jeffery S. Frensley  
\_\_\_\_\_) )

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION**

**TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF ENVISION HEALTHCARE CORPORATION (“EHC”) AND/OR ENVISION HEALTHCARE HOLDINGS, INC. (“EHH” AND COLLECTIVELY WITH EHC, “ENVISION”) BETWEEN FEBRUARY 3, 2014 AND OCTOBER 31, 2017, INCLUSIVE (THE “CLASS PERIOD”)**

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) **POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE APRIL 8, 2024.**

**THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION.**

This Notice of Pendency and Proposed Settlement of Class Action (“Notice”) has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Middle District of Tennessee, Nashville Division (the “Court”). The purpose of this Notice is to inform you of: (i) the pendency of this class action (the “Litigation”) between Laborers Pension Trust Fund for Northern California, LIUNA National (Industrial) Pension Fund and LIUNA Staff & Affiliates Pension Fund (“LIUNA Funds”), Central Laborers’ Pension Fund, and United Food and Commercial Workers Union Local 655 Food Employers Joint Pension Fund (“Plaintiffs”) and EHC, William A. Sanger, Randel G. Owen, Craig A. Wilson, Todd G. Zimmerman, Carol J. Burt, Mark V. Mactas, Leonard M. Riggs, Jr., Richard J. Schnall, James D. Shelton, Michael L. Smith, Ronald A. Williams, Christopher A. Holden, Claire M. Gulmi, Kevin D. Eastridge, Thomas G. Cigarran, James A. Deal, John T. Gawaluck, Steven I. Geringer and his substituted personal representative/executor, Linda Geringer, Henry D. Herr, Joey A. Jacobs and his personal representative/executor, Deborah Jacobs, or any other substituted personal representatives, Kevin P. Lavender, Cynthia S. Miller, and John W. Popp, Jr. (“Individual Defendants” and, collectively, “Defendants”); (ii) the proposed \$177.5 million settlement reached therein (the “Settlement”); and (iii) the hearing (the “Settlement Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated September 22, 2023 (the “Stipulation”), by and between Plaintiffs and Defendants (the “Settling Parties”). This Notice describes what steps you may take in relation to the Settlement and this class action.<sup>1</sup>

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation as to any of the Defendants or the merits of the claims or defenses asserted by or against the Defendants. This Notice is solely to advise you of the proposed Settlement of the Litigation and of your rights in connection therewith.

<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation, which is available on the website [www.EnvisionSecuritiesLitigation.com](http://www.EnvisionSecuritiesLitigation.com).

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to be eligible to receive a payment from the Settlement. <b>Proof of Claim forms must be postmarked or submitted online on or before April 8, 2024.</b>
<b>EXCLUDE YOURSELF FROM THE CLASS</b>	Get no payment. This is the only option that <i>potentially</i> allows you to ever be part of any other lawsuit against the Defendants or any other Defendants' Released Persons about the legal claims being resolved by this Settlement. Should you elect to exclude yourself from the Class you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. <b>Exclusions must be postmarked on or before February 29, 2024.</b>
<b>OBJECT</b>	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses. You will still be a Member of the Class. <b>Objections must be received on or before February 29, 2024. If you submit a written objection, you may (but do not have to) attend the hearing.</b>
<b>GO TO THE HEARING ON MARCH 21, 2024</b>	Ask to speak in Court about the fairness of the Settlement. <b>Requests to speak must be received by the Court and counsel on or before February 29, 2024.</b>
<b>DO NOTHING</b>	Receive no payment. You will, however, still be a Member of the Class, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

### **SUMMARY OF THIS NOTICE**

#### **Statement of Class Recovery**

Pursuant to the Settlement described herein, a \$177.5 million settlement fund has been established. Based on Plaintiffs' estimate of the number of allegedly damaged shares eligible to recover under the Settlement, the average distribution per common share under the Plan of Allocation is approximately \$0.80, before deduction of any taxes on the income earned on the Settlement Amount, notice and administration costs, and the attorneys' fees and expenses as determined by the Court. **Class Members should note, however, that these are only estimates.** A Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's claims as compared to the total claims of all Class Members who submit acceptable Proofs of Claim. An individual Class Member may receive more or less than these estimated average amounts. See Plan of Allocation set forth and discussed at pages 11-16 below for more information on the calculation of your claim.

#### **Statement of Potential Outcome of Case**

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Class prevailed on each or any claim alleged. Defendants deny that they are liable to the Class and deny that the Class has suffered any damages. The issues on which the parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the price of Envision common stock was allegedly artificially inflated (if at all) during the relevant period; (4) the amount, if any, by which the price of Envision common stock was allegedly artificially inflated (if at all) during the relevant period; (5) the effect of various market forces on the price of Envision common stock at various times during the relevant period; (6) the extent to which external factors influenced the price of Envision common stock at various times during the relevant period; (7) the extent to which the matters that Plaintiffs alleged were materially false or misleading influenced (if at all) the price of Envision common stock at various times during the relevant period; and (8) the extent to which the various allegedly adverse material facts that Plaintiffs alleged were omitted influenced (if at all) the price of Envision common stock at various times during the relevant period.

## Statement of Attorneys' Fees and Expenses Sought

Since the Litigation's inception, Plaintiffs' Counsel have expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and have advanced the expenses of the Litigation in the expectation that if they were successful in obtaining a recovery for the Class, they would be paid from such recovery. Class Counsel will apply to the Court on behalf of all Plaintiffs' Counsel for an award of attorneys' fees not to exceed 30% of the Settlement Amount, plus expenses not to exceed \$1.9 million, plus interest earned on both amounts at the same rate as earned by the Settlement Fund. If the amounts requested are approved by the Court, the average cost per Envision common stock will be approximately \$0.25. In addition, Plaintiffs may seek payment for their time and expenses incurred in representing the Class.

## Further Information

For further information regarding the Litigation, this Notice or to review the Stipulation of Settlement, please contact the Claims Administrator toll-free at 1-866-642-0760, or visit the website [www.EnvisionSecuritiesLitigation.com](http://www.EnvisionSecuritiesLitigation.com).

You may also contact a representative of counsel for the Class: Greg Wood, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, [settlementinfo@rgrdlaw.com](mailto:settlementinfo@rgrdlaw.com).

**Please Do Not Call the Court, EHC, or Defendants with Questions About the Settlement.**

## Reasons for the Settlement

Plaintiffs' principal reason for entering into the Settlement is the benefit to the Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery—or, indeed, no recovery at all—might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future. For the Defendants, who have denied and continue to deny all allegations of liability, fault, or wrongdoing whatsoever, the principal reason for entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens inherent in any litigation, especially in complex cases such as this Litigation. Defendants have concluded that further conduct of this Litigation could be protracted and distracting.

## BASIC INFORMATION

### 1. Why did I get this Notice package?

This Notice was sent to you pursuant to an Order of a U.S. District Court because you or someone in your family or an investment account for which you serve as custodian may have purchased or otherwise acquired Envision common stock during the period between February 3, 2014 and October 31, 2017, inclusive (the "Class Period"), including Envision common stock purchased or otherwise acquired in or traceable to the December 1, 2016 merger between AmSurg Corp. and Envision Healthcare Holdings, Inc.

This Notice explains the class action lawsuit, the Settlement, Class Members' legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Litigation is the United States District Court for the Middle District of Tennessee, Nashville Division, and the case is known as *In re Envision Healthcare Corporation Securities Litigation*, Civil Action No. 3:17-cv-01112. The case has been assigned to the Honorable William L. Campbell, Jr. The entities representing the Class are the "Plaintiffs," and the individuals and entities they sued and who have now settled are called the Defendants.

### 2. What is this lawsuit about?

The initial complaint in the Litigation was filed on August 4, 2017. On October 27, 2017, the Court appointed Laborers Pension Trust Fund for Northern California and the LIUNA Funds as Lead Plaintiffs and Robbins Geller Rudman & Dowd LLP as Lead Counsel.

On January 26, 2018, Plaintiffs filed the Consolidated Class Action Complaint for Violation of the Federal Securities Laws ("Consolidated Complaint") alleging violations of §§10(b), 14(a), 20A and 20(a) of the Securities and Exchange Act of 1934 (the "Exchange Act"), and violations of §§11, 12(a)(2) and 15 of the Securities Act of 1933 ("Securities Act"). ECF 88. Defendants moved to dismiss the Consolidated

Complaint which was denied in part on November 19, 2019.<sup>2</sup> ECF 152. Thereafter, Plaintiffs conducted extensive document discovery and took a number of depositions.

On November 9, 2020, Plaintiffs moved to certify the Class. ECF 221-224. Defendants filed their opposition on March 15, 2021. ECF 271-274. Plaintiffs filed their reply on June 4, 2021. ECF 300. The Court terminated Plaintiffs' motion in light of Plaintiffs' motion to amend their complaint. ECF 368. On August 23, 2021, Plaintiffs sought permission to amend the Consolidated Complaint with information uncovered in discovery. ECF 333. On December 2, 2021, the Court granted Plaintiffs' motion. ECF 368.

On December 13, 2021, Plaintiffs filed the operative Amended Consolidated Class Action Complaint for Violation of the Federal Securities Laws ("Complaint"), alleging the same Exchange and Securities Act claims as were pled in the Consolidated Complaint. ECF 369. More specifically, Plaintiffs alleged that throughout the alleged Class Period (between February 3, 2014 and October 31, 2017, inclusive), Envision, and certain of EHC's, EHH's and AmSurg's officers and directors made materially false and misleading statements, and/or failed to disclose that: Envision's reported revenue and EBITDA growth was not the result of a "patient-centric model" which permitted Envision to "improve service and quality" and "lower costs" but was due to Envision's practice of (1) hastily entering into contracts with hospitals with little or no due diligence, causing lost revenue and earnings from the contracts failing to financially perform; (2) staffing nearly all of its emergency departments with out-of-network physicians, permitting the Company to bill insurers and patients at vastly higher rates; and (3) balance billing patients for amounts not covered by their insurance. Defendants' materially false and misleading statements and omissions allegedly were made in various public statements to the market, including in materials filed with Securities and Exchange Commission related to a merger with AmSurg. Plaintiffs further alleged that Defendants' allegedly fraudulent misconduct and false and misleading statements caused Envision common stock to trade at artificially inflated prices during the Class Period until the true nature of Defendants' alleged wrongdoing was disclosed, and the price of Envision common stock fell, causing damages to Plaintiffs and other Members of the Class.

On January 10, 2022, Defendants moved to dismiss the newly added allegations in the Complaint. ECF 373-375. On January 31, 2022, Plaintiffs filed their opposition to Defendants' motion. ECF 378. On February 11, 2022, Defendants filed their reply brief. ECF 381. On September 29, 2022, the Court denied Defendants' motion. ECF 383.

On November 15, 2022, Plaintiffs moved to certify the class. ECF 393-395. Defendants filed their opposition on January 17, 2023 (ECF 406-407), and Plaintiffs filed their reply on February 16, 2023 (ECF 410-411). On March 10, 2023, Defendants moved to file a sur-reply to the class certification motion; Plaintiffs opposed that motion on March 12, 2023. ECF 422-425. Plaintiffs' motion for class certification and Defendants' motion for leave to file a sur-reply in opposition to class certification remained pending when the parties reached a settlement in principle.

On May 15, 2023, Envision Healthcare Corporation filed a voluntary petition under Title 11 of the United States Code, Chapter 11, Case No. 23-90342, in the United States Bankruptcy Court for the Southern District of Texas. Later that same day, this action was stayed in light of EHC's bankruptcy.

The parties conducted extensive fact discovery and class certification-related expert discovery and litigated a number of discovery disputes, including through formal motion practice and informal discovery conferences before the Magistrate Judge. In all, Defendants and third parties produced more than 3.2 million pages of documents, and the parties conducted 59 fact and expert depositions.

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<sup>2</sup> The Consolidated Complaint alleged claims against Clayton, Dubilier & Rice, LLC, together with its affiliated entities, including defendants CD&R Associates VIII Ltd., Clayton, Dubilier & Rice Fund VIII, L.P., CD&R EMS Co-Investor, L.P., CD&R Advisor Fund VIII Co-Investor, L.P., and CD&R Friends and Family Fund VIII, L.P. (collectively, "CD&R") which were dismissed by the Court.

Plaintiffs and Defendants participated in two voluntary confidential mediation sessions with the Hon. Layn R. Phillips, of Phillips ADR, an experienced mediator. Each mediation session was preceded by submission of mediation statements by the Settling Parties. The Settling Parties engaged in good faith negotiations but did not reach a settlement at either session. Following the mediation sessions, the parties continued settlement discussions through Judge Phillips. On August 29, 2023, the parties agreed to settle the Litigation in return for a cash payment of \$177.5 million for the benefit of the Class, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court. The Stipulation (together with the Exhibits thereto) reflects the final and binding agreement among the Settling Parties.

Defendants deny each and all of the claims and contentions of wrongdoing alleged by Plaintiffs in the Litigation. Defendants contend that they did not make any materially false or misleading statements, that they did not engage in a fraudulent scheme, that they disclosed all material information required by the federal securities laws, and that they at all times acted in good faith. Defendants also contend that any losses allegedly suffered by Members of the Class were not caused by any allegedly fraudulent scheme, or false or misleading statements by them and/or were caused by intervening events. Defendants also maintain that they have meritorious defenses to all claims that were raised or could have been raised in the Litigation.

### **3. Why is there a settlement?**

The Court has not decided in favor of Defendants or of the Plaintiffs. Instead, both sides agreed to the Settlement to avoid the distraction, costs, and risks of further litigation, and Plaintiffs agreed to the Settlement in order to ensure that Class Members will receive compensation.

### **WHO IS IN THE SETTLEMENT**

### **4. How do I know if I am a Member of the Class?**

The Court directed that everyone who fits this description is a Class Member: all Persons who purchased or otherwise acquired the common stock of Envision between February 3, 2014 and October 31, 2017, inclusive (the “Class Period”), including common stock purchased or otherwise acquired in or traceable to the December 1, 2016 merger between AmSurg Corp. and EHH. Excluded from the Class are: (i) Defendants; (ii) members of the immediate families of each Individual Defendant; (iii) Envision’s subsidiaries or other entities owned or controlled by Envision; (iv) any entity in which any Defendant has a controlling interest; (v) the legal representatives, heirs, successors, administrators, executors, and assigns of each Defendant; and (vi) any Persons who properly exclude themselves by submitting a valid and timely request for exclusion. To the extent that an entity in which a Defendant has a controlling interest purchased or acquired Envision common stock in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, employee or employee benefit plan that otherwise falls within the Class, neither that entity nor the third-party client, account, fund, trust, employee or employee benefit plan shall be excluded from the Class. To the extent any Envision employee benefit plan receives a distribution from the Net Settlement Fund, no portion shall be allocated to any person or entity who is excluded from the Class by definition.

**Please Note:** Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before April 8, 2024.

### **5. What if I am still not sure if I am included?**

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at 1-866-642-0760, or you can fill out and return the Proof of Claim form to see if you qualify.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 6. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Claims (defined below) and dismissal of the Litigation, Defendants have agreed to pay or cause to be paid \$177.5 million in cash to be distributed after taxes, tax expenses, notice and claims administration expenses, and approved fees and expenses, *pro rata*, to Class Members who send in a valid Proof of Claim form pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is described in more detail at the end of this Notice.

### 7. How much will my payment be?

Your share of the Net Settlement Fund will depend on several things, including the total dollar amount of claims represented by the valid Proof of Claim forms that Class Members send in, compared to the dollar amount of your claim, all as calculated under the Plan of Allocation discussed below.

## HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

### 8. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must submit a Proof of Claim form. A Proof of Claim form may be downloaded at [www.EnvisionSecuritiesLitigation.com](http://www.EnvisionSecuritiesLitigation.com). Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and **mail or submit it online so that it is postmarked or received no later than April 8, 2024**. The Proof of Claim form may be submitted online at [www.EnvisionSecuritiesLitigation.com](http://www.EnvisionSecuritiesLitigation.com).

### 9. When would I get my payment?

**The Court will hold a Settlement Hearing on March 21, 2024, at 10:00 a.m.**, to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proofs of Claim to be processed. Please be patient.

### 10. What am I giving up to get a payment or to stay in the Class?

Unless you timely and validly exclude yourself in connection with this Settlement, you are in the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Released Defendant Parties about the Released Claims (as defined below) in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you remain a Class Member, and if the Settlement is approved, you will give up all "Released Claims" (as defined below), including "Unknown Claims" (as defined below), against the "Defendants' Released Persons" (as defined below):

- "Released Claims" means any and all claims, rights and causes of action, duties, obligations, demands, losses, actions, debts, sums of money, suits, contracts, agreements, judgments, matters, issues, promises, damages and liabilities, whether known or unknown, contingent or non-contingent, suspected or unsuspected, discoverable or undiscoverable, concealed or hidden, liquidated or unliquidated, accrued or unaccrued, at law or in equity, whether class or individual in nature, whether arising under federal or state statutory or common law or any other law, rule or regulation, whether foreign or domestic, that have been asserted, could have been asserted, or could be asserted in the future, against any or all of Defendants' Released Persons that arise out of or are based upon or relate in any way to: (i) the Litigation, including any claims, causes of action, allegations, acts, transactions, facts, events, matters, occurrences, regulatory filings, statements, representations, disclosures, or omissions that were or could have been set forth, alleged or referenced in the Litigation; and (ii) the purchase, acquisition, exchange, or receipt of EHC, EHH, or AmSurg common stock at any time during the Class Period. "Released Claims" does not include claims to enforce the Settlement, claims between Defendants' Released Persons and their respective insurers, or the claims of any Person who submits a request for exclusion in connection with this Settlement that is accepted by the Court. "Released Claims" includes "Unknown Claims" as defined below.

- “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims, against Plaintiffs, Plaintiffs’ Counsel, or any Class Member that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.
- “Released Defendant Party” or “Released Defendant Parties” or “Defendants’ Released Persons” mean any or all of Defendants, AmSurg, EHH, EHH and AmSurg’s financial advisors in connection with the Merger, CD&R, Enterprise Parent Holdings Inc., Enterprise Merger Sub Inc., Kohlberg Kravis Roberts & Co. L.P., and/or any or all of their related parties, including, without limitation, any and all of their current or former parents, subsidiaries, affiliates, predecessors, successors, divisions, funds, joint ventures, and general or limited partnerships, and each of their respective current or former officers, directors, trustees, partners, members, contractors, auditors, principals, agents, managing agents, employees, attorneys, accountants, investment bankers, commercial bankers, financial or investment advisors, consultants, advisors, underwriters, insurers in their capacities as such, as well as each of the Individual Defendants’ immediate family members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors, legatees, devisees, administrators, spouses, receivers and trustees, settlors, auditors, accountants, and assigns, as well as any trust of which any of the Defendants is the settlor or which is for the benefit of any of the Defendants and/or member(s) of his or her family, and any person, firm, trust, corporation, officer, director or other individual or entity in which any of the Defendants has a controlling interest or which is related to or affiliated with any of the Defendants.
- “Unknown Claims” means (a) any and all Released Claims which any of the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or seek exclusion from the Class; and (b) any and all Released Defendants’ Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of Plaintiffs, the Class, and Plaintiffs’ Counsel, which, if known by him, her, or it, might have affected his, her, or its settlement and release of Plaintiffs, the Class, and Plaintiffs’ Counsel. With respect to (a) any and all Released Claims against the Released Defendant Parties, and (b) any and all Released Defendants’ Claims against Plaintiffs, the Class, and Plaintiffs’ Counsel, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

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

The Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants’ Claims, but (a) the Releasing Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised,

settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Released Defendant Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants' Claims against Plaintiffs, the Class, and Plaintiffs' Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

#### **EXCLUDING YOURSELF FROM THE CLASS**

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue the Defendants and the other Defendants' Released Persons, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Settlement. This is called excluding yourself—or is sometimes referred to as “opting out.” If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose. Also, Defendants may terminate the Settlement and render it null and void in the event that Persons who would otherwise be Members of the Class who collectively purchased a certain number of shares of Envision common stock exclude themselves from the Class.

#### **11. How do I get out of the Class and the proposed Settlement?**

To exclude yourself from the Class and the Settlement, you must send a letter by First-Class Mail stating that you “request exclusion from the Class in the *Envision Securities Litigation*.” Your letter must include your purchases or other acquisitions of Envision common stock during the Class Period, including the dates and number of shares of Envision common stock purchased, acquired, or sold, and price paid for each such purchase or acquisition and received for each such sale. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request so that it is **postmarked no later than February 29, 2024** to:

*Envision Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
EXCLUSIONS  
P.O. Box 5100  
Larkspur, CA 94977-5100



If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue the Defendants and the other Defendants' Released Persons about the Released Claims in the future, if such claims are not time-barred.

**12. If I do not exclude myself, can I sue the Defendants and the other Defendants' Released Persons for the same thing later?**

No. Unless you exclude yourself, you give up any rights you may potentially have to sue the Defendants and the other Defendants' Released Persons for any and all Released Claims. If you have a pending lawsuit against the Defendants' Released Persons, speak to your lawyer in that case immediately. You must exclude yourself from the Class in this Litigation to continue your own lawsuit. Remember, the exclusion deadline is February 29, 2024.

**13. If I exclude myself, can I get money from the proposed Settlement?**

No. If you exclude yourself, you should not send in a Proof of Claim to ask for any money. But you may have the right to potentially sue or be part of a different lawsuit against the Defendants and the Defendants' Released Persons.

**THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in this case?**

The Court ordered that the law firm of Robbins Geller Rudman & Dowd LLP represent the Class Members, including you. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**15. How will the lawyers be paid?**

Class Counsel will apply to the Court for an award of attorneys' fees not to exceed 30% of the Settlement Amount and for expenses, costs and charges in an amount not to exceed \$1.9 million in connection with the Litigation, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. In addition, Plaintiffs may seek up to \$95,000 in the aggregate for their time and expenses incurred in representing the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund.

**OBJECTING TO THE SETTLEMENT**

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

**16. How do I tell the Court that I object to the proposed Settlement?**

If you are a Class Member, you can comment on or object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's fee and expense application. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement in the *Envision Securities Litigation*. Include your name, address, telephone number, and your signature (even if you are represented by counsel), identify the date(s), price(s), and number of shares purchased, acquired, or sold of Envision common stock during the Class Period, and state with specificity your comments or the reasons why you object to the proposed Settlement, Plan of Allocation, and/or fee and expense application, including any legal and evidentiary support for such objection. Any objection must state whether it applies only to the objector, to a specific subset of the Class, or to the entire Class. In addition, the objector must identify all class action settlements to which the objector or his, her, or its counsel have previously objected. You must also include copies of documents demonstrating your purchases, other acquisitions, and/or sales of Envision common stock during the Class Period. Your comments or objection must be filed with the Court and mailed or delivered to each of the following addresses such that it is **received no later than February 29, 2024**:

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENDANTS' COUNSEL</b>
CLERK OF THE COURT UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION Fred D. Thompson U.S. Courthouse and Federal Building 719 Church Street Suite 1300 Nashville, TN 37203	ROBBINS GELLER RUDMAN & DOWD LLP Attn: Ellen Gusikoff Stewart 655 West Broadway Suite 1900 San Diego, CA 92101	BASS, BERRY & SIMS PLC Attn: Britt K. Latham 150 Third Avenue South Suite 2800 Nashville, TN 37201

**17. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object **only** if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be paid and do not want to release any claims you think you may have against Defendants and the Released Defendant Parties. If you exclude yourself, you cannot object to the Settlement because it does not affect you.

**THE COURT'S SETTLEMENT HEARING**

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

**18. When and where will the Court decide whether to approve the proposed Settlement?**

The Court will hold a Settlement Hearing at **10:00 a.m., on March 21, 2024**, in the Courtroom of the Honorable William L. Campbell, Jr., at the United States District Court for the Middle District of Tennessee, Nashville Division, Fred D. Thompson U.S. Courthouse and Federal Building, Courtroom 6D, 719 Church Street, Nashville, TN 37203. At the hearing, the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if you do not ask to speak at the hearing. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiffs. At or after the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date, time, and location of the Settlement Hearing without another notice being sent to Class Members.

There exists the possibility that the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by phone or video conference, without further written notice to the Class. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket or the Settlement website, [www.EnvisionSecuritiesLitigation.com](http://www.EnvisionSecuritiesLitigation.com), before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date and time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, [www.EnvisionSecuritiesLitigation.com](http://www.EnvisionSecuritiesLitigation.com). Also, if the Court requires or allows Class Members to participate in the Settlement Hearing by telephone or video conference, the information for accessing the hearing will be posted to the Settlement website, [www.EnvisionSecuritiesLitigation.com](http://www.EnvisionSecuritiesLitigation.com).** If you want to attend the hearing, either in person or remotely, if permitted, you should check with Class Counsel or the Settlement website, [www.EnvisionSecuritiesLitigation.com](http://www.EnvisionSecuritiesLitigation.com), beforehand to be sure that the date and/or time has not changed.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you are a Class Member and send an objection, you do not have to come to Court to talk about it. As long as you are a Class Member and mailed your complete written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

**20. May I speak at the hearing?**

If you object to the Settlement, the Plan of Allocation, and/or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see question 16 above) a statement saying that it is your “Notice of Intention to Appear in the *Envision Securities Litigation*.” Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys’ fees and expenses to be awarded to Plaintiffs’ Counsel or Plaintiffs and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Your notice of intention to appear must be **received no later than February 29, 2024**, and addressed to the Clerk of Court, Class Counsel, and Defendants’ Counsel, at the addresses listed above in question 16.

You cannot speak at the hearing if you exclude yourself from the Class.

**IF YOU DO NOTHING**

**21. What happens if I do nothing?**

If you do nothing, you will not receive any money from this Settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the Released Defendant Parties about the Released Claims in this case.

**GETTING MORE INFORMATION**

**22. How do I get more information?**

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-866-642-0760. Reference is also made to the Stipulation, to the pleadings in support of the Settlement, to the Orders entered by the Court and to the other settlement-related papers filed in the Litigation, which are posted on the Settlement website at [www.EnvisionSecuritiesLitigation.com](http://www.EnvisionSecuritiesLitigation.com), and which may be inspected at the Office of the Clerk of the United States District Court for the Middle District of Tennessee, Nashville Division, during regular business hours. For a fee, all papers filed in this Litigation are available at [www.pacer.gov](http://www.pacer.gov).

**THE PROPOSED PLAN OF ALLOCATION OF  
NET SETTLEMENT FUND AMONG CLASS MEMBERS**

**23. How will my claim be calculated?**

As discussed above, the Settlement provides \$177.5 million in cash for the benefit of the Class. The Settlement Amount and any interest it earns constitute the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court, is the “Net Settlement Fund.” If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants—*i.e.*, Members of the Class who timely submit valid Proofs of Claim that are accepted for payment by the Court—in accordance with this proposed Plan of Allocation (“Plan of Allocation” or “Plan”) or such other plan of allocation as the Court may approve. Class Members who do not timely submit valid Proofs of Claim will not share in the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website, [www.EnvisionSecuritiesLitigation.com](http://www.EnvisionSecuritiesLitigation.com).

The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Class Members who allegedly suffered 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 necessarily intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. 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, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund.

The Plan of Allocation was developed in consultation with Plaintiffs' damages expert. In developing the Plan of Allocation, Plaintiffs' damages expert calculated the estimated amount of alleged artificial inflation in the per-share prices of Envision common stock that was allegedly proximately caused by Defendants' alleged materially false and misleading statements and omissions.

As previously described in the Notice, the Net Settlement Fund is the remainder of the Settlement Fund after deduction of Court-awarded attorneys' fees and expenses, settlement administration costs, and any applicable taxes. Pursuant to this Plan of Allocation, Class Members may have a claim under Section 10(b) ("Section 10(b) Claims"), Section 20A ("Section 20A Claims"), and/or Section 14(a) ("Section 14(a) Claims") of the Securities and Exchange Act of 1934 (the "Exchange Act") and/or Section 11 ("Section 11 Claims") of the Securities Act of 1933 (the "Securities Act").

In calculating the estimated artificial inflation allegedly caused by the misrepresentations and omissions, Plaintiffs' damages expert considered price changes in Envision common stock in reaction to the public disclosures that allegedly corrected the respective alleged misrepresentations and omissions, adjusting the price changes for factors that were attributable to market or industry forces, and for non-fraud related, Envision-specific information.

In order to have recoverable damages in connection with purchases and/or acquisitions of Envision common stock during the Class Period, disclosure of the alleged misrepresentations or omissions must be the cause of the decline in the price of the Envision common stock. In this case, Plaintiffs allege that Defendants made false statements and omitted material facts during the period from February 3, 2014 through and including the close of trading on October 31, 2017, which had the effect of artificially inflating the prices of Envision common stock. As the result of the alleged corrective disclosures, artificial inflation was removed from the prices of Envision stock on October 22, 2015, March 1, 2017, July 24, 2017, and November 1, 2017.<sup>3</sup>

In order to have a "Recognized Claim Amount" under the Plan of Allocation, shares of Envision publicly traded common stock must have been (i) purchased or otherwise acquired during the Class Period and held through a corrective disclosure; or (ii) received in exchange for shares of AmSurg common stock on or around December 2, 2016, in connection with the Merger and held through a corrective disclosure.

### **CALCULATION OF RECOGNIZED CLAIM AMOUNT**

Based on the formulas stated below, a "Recognized Claim Amount" will be calculated for each purchase or acquisition of Envision publicly traded common stock during the Class Period that is listed on the Proof of Claim and for which adequate documentation is provided. If a Recognized Claim Amount calculates to a negative number or zero under the formula below, that Recognized Claim Amount will be zero.

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<sup>3</sup> Any transactions in Envision common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

For each share of Envision publicly traded common stock purchased or otherwise acquired during period between February 3, 2014 and October 31, 2017, inclusive, and:

- (a) Sold prior to the close of trading on October 21, 2015, the Recognized Claim Amount per share is zero;
- (b) Sold from October 22, 2015 through October 31, 2017, the Recognized Claim Amount will be **the lesser of**: (i) the decline in inflation during the holding period (as presented in Table 1 below), or (ii) the purchase price minus the sale price;
- (c) Sold from November 1, 2017 through and including the close of trading on January 29, 2018, the Recognized Claim Amount will be **the least of**: (i) the decline in inflation during the holding period (as presented in Table 1 below), (ii) the purchase price minus the sale price, or (iii) the purchase price minus the average closing price between November 1, 2017 and the date of sale as stated in Table 2 below; and
- (d) Held as of the close of trading on January 29, 2018, or sold thereafter, the Recognized Claim Amount shall be **the lesser of**: (i) the decline in inflation during the holding period (as presented in Table 1 below), or (ii) the purchase price minus \$32.16, the average closing price for Envision common stock between November 1, 2017 through January 29, 2018 (the last entry in Table 2 below).<sup>4</sup>

For each share of Envision publicly traded common stock purchased or otherwise acquired on or after November 1, 2017, the Recognized Claim Amount will be \$0.00.

**TABLE 1<sup>5</sup>**

Purchase or Acquisition Date	Sale Date				Sold On or Retained Beyond 11/1/2017
	2/3/2014-10/21/2015	10/22/2015-2/28/2017	3/1/2017-7/23/2017	7/24/2017-10/31/2017	
2/3/2014-2/25/2015	\$0.00	\$0.00	\$1.30	\$3.45	\$12.50
2/26/2015-10/21/2015	\$0.00	\$28.95	\$30.25	\$32.40	\$41.45
10/22/2015-2/28/2017		\$0.00	\$1.30	\$3.45	\$12.50
3/1/2017-7/23/2017			\$0.00	\$2.15	\$11.20
7/24/2017-10/31/2017				\$0.00	\$9.05
Purchased On or After 11/1/2017					\$0.00

<sup>4</sup> Under Section 21(D)(e)(1) of the Exchange Act, "in any private action arising under this Act 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 to the market." Consistent with the requirements of the statute, Recognized Claim Amounts are reduced to an appropriate extent by taking into account the closing prices of Envision common stock during the 90-day look-back period. The mean (average) closing price for Envision common stock during this 90-day look-back period was \$32.16 as shown in Table 2.

<sup>5</sup> Share and per-share figures for the pre-Merger portion of the Class Period (February 3, 2014 through December 1, 2016) are adjusted to account for the effect of the Merger (*i.e.*, the share price is divided by the 0.334 exchange ratio, and the number of shares outstanding and volume is multiplied by the 0.334 exchange ratio). Share and per-share figures subsequent to the Merger (December 2, 2016 through October 31, 2017) are based on prevailing stock prices, volume, and shares outstanding that prevailed during that period.

**TABLE 2**  
**Envision Closing Prices and Average Closing Prices**  
**November 1, 2017 – January 29, 2018**

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between November 1, 2017 and Date Shown</b>	<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between November 1, 2017 and Date Shown</b>
11/1/2017	\$28.03	\$28.03	12/14/2017	\$32.96	\$29.49
11/2/2017	\$27.25	\$27.64	12/15/2017	\$34.30	\$29.64
11/3/2017	\$27.04	\$27.44	12/18/2017	\$33.86	\$29.77
11/6/2017	\$26.85	\$27.29	12/19/2017	\$33.14	\$29.87
11/7/2017	\$25.72	\$26.98	12/20/2017	\$32.62	\$29.95
11/8/2017	\$24.79	\$26.61	12/21/2017	\$34.52	\$30.07
11/9/2017	\$25.73	\$26.49	12/22/2017	\$34.38	\$30.19
11/10/2017	\$24.95	\$26.30	12/26/2017	\$33.74	\$30.28
11/13/2017	\$25.86	\$26.25	12/27/2017	\$34.56	\$30.39
11/14/2017	\$28.52	\$26.47	12/28/2017	\$34.64	\$30.50
11/15/2017	\$28.43	\$26.65	12/29/2017	\$34.56	\$30.60
11/16/2017	\$29.25	\$26.87	1/2/2018	\$35.18	\$30.71
11/17/2017	\$29.05	\$27.04	1/3/2018	\$35.00	\$30.81
11/20/2017	\$28.99	\$27.18	1/4/2018	\$35.40	\$30.91
11/21/2017	\$30.00	\$27.36	1/5/2018	\$35.00	\$31.00
11/22/2017	\$30.06	\$27.53	1/8/2018	\$35.06	\$31.09
11/24/2017	\$29.90	\$27.67	1/9/2018	\$34.92	\$31.17
11/27/2017	\$30.07	\$27.81	1/10/2018	\$35.07	\$31.25
11/28/2017	\$30.72	\$27.96	1/11/2018	\$35.85	\$31.35
11/29/2017	\$31.83	\$28.15	1/12/2018	\$35.72	\$31.43
11/30/2017	\$31.93	\$28.33	1/16/2018	\$35.06	\$31.51
12/1/2017	\$30.74	\$28.44	1/17/2018	\$34.81	\$31.57
12/4/2017	\$30.83	\$28.55	1/18/2018	\$34.86	\$31.63
12/5/2017	\$31.23	\$28.66	1/19/2018	\$35.83	\$31.71
12/6/2017	\$30.53	\$28.73	1/22/2018	\$36.11	\$31.79
12/7/2017	\$31.20	\$28.83	1/23/2018	\$35.80	\$31.86
12/8/2017	\$32.07	\$28.95	1/24/2018	\$35.99	\$31.93
12/11/2017	\$32.90	\$29.09	1/25/2018	\$36.13	\$32.01
12/12/2017	\$33.40	\$29.24	1/26/2018	\$36.51	\$32.08
12/13/2017	\$33.37	\$29.37	1/29/2018	\$36.93	\$32.16

If a Class Member held Envision common stock at the beginning of the Class Period or made multiple purchases, acquisitions or sales of Envision common stock during or after the Class Period, the starting point for calculating a claimant's Recognized Claim is to match the claimant's holdings, purchases and acquisitions to their sales using the FIFO (*i.e.*, first-in-first-out) method. Under the FIFO method, Envision common stock sold during the Class Period will be matched, in chronological order first against Envision common stock held at the beginning of the Class Period. The remaining sales of Envision common stock during the Class Period will then be matched, in chronological order against Envision common stock purchased or acquired during the Class Period.

Purchases or acquisitions and sales of Envision common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of Envision common stock during the Class Period shall not be deemed a purchase, acquisition or sale of Envision common stock for the calculation of Recognized Claim, unless (i) the donor or decedent purchased or otherwise acquired such shares of Envision common stock during the Class Period; (ii) no Proof of Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Envision common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

An Authorized Claimant's Recognized Claim shall be the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. If the sum total of Recognized Claim of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total of the Recognized Claim of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. Given the costs of distribution, the Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined below) is \$10.00 or greater.

If a claimant had a market gain with respect to their overall transactions in Envision common stock during the Class Period, the value of the claimant's Recognized Claim will be zero. If a claimant suffered an overall market loss with respect to their overall transactions in Envision common stock during the Class Period but that market loss was less than the claimant's total Recognized Claim calculated above, then the claimant's Recognized Claim will be limited to the amount of the actual market loss. For purposes of determining whether a claimant had a market gain, or suffered a market loss, with respect to his, her, or its overall transactions in Envision common stock during the Class Period, the Claims Administrator will determine the difference between (i) the Total Purchase Amount<sup>6</sup> and (ii) the sum of the Total Sales Proceeds<sup>7</sup> and Holding Value.<sup>8</sup>

Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after at least six (6) months from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class Members. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated to any appropriate non-sectarian, non-profit charitable organization(s) serving the public interest.

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<sup>6</sup> The "Total Purchase Amount" is the total amount the claimant paid (excluding commissions and other charges) for Envision common stock purchased or acquired during the Class Period.

<sup>7</sup> The Claims Administrator will match any sales of Envision common stock from the start of the Class Period through and including the close of trading on October 31, 2017, first against the claimant's opening position (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 the remaining sales of Envision common stock sold from the start of the Class Period through and including the close of trading on October 31, 2017, will be the "Total Sales Proceeds."

<sup>8</sup> The Claims Administrator will ascribe a "Holding Value" equal to \$28.03 for each share of Envision common stock purchased or acquired during the Class Period and still held as of the close of trading on October 31, 2017.

Please contact the Claims Administrator or Class Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request.

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

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. Defendants, their respective counsel, and all other Defendants' Released Persons will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, the Claims Administrator, or other Person designated by Plaintiffs' Counsel, Defendants, or Defendants' Counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court.

### **SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

Nominees who purchased or otherwise acquired Envision common stock during the Class Period for beneficial owners who are Class Members are directed to: (i) request within seven (7) calendar days of receipt of the Postcard Notice sufficient copies of the Postcard Notice from the Claims Administrator to forward to all such beneficial owners; or (ii) send a list of the names and addresses (including email addresses if available) of such beneficial owners to the Claims Administrator within seven (7) calendar days after receipt of the Postcard Notice, at [notifications@gilardi.com](mailto:notifications@gilardi.com) or *Envision Securities Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 301170, Los Angeles, CA 90030-1170. If a nominee elects to send the Postcard Notice to beneficial owners, such nominee is directed to email or mail (where an email is unavailable) the Postcard Notice within seven (7) calendar days of receipt of those documents from the Claims Administrator, and upon such emailing or mailing, the nominee shall send a statement to the Claims Administrator confirming that the emailing or mailing was made as directed, and the nominee shall retain the list of names and addresses for use in connection with any possible future notice to the Class. Upon full compliance with these instructions, including the timely emailing or mailing of the Postcard Notice to beneficial owners, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with these instructions by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought and reflecting compliance with these instructions. Reasonable out-of-pocket expenses actually incurred in connection with the foregoing includes up to \$0.03 for providing names, addresses, and email addresses to the Claims Administrator per record; up to a maximum of \$0.03 per Postcard Notice mailed by you, plus postage at the rate used by the Claims Administrator; or \$0.03 per Postcard Notice sent by email. Such properly documented expenses incurred by nominees in compliance with the terms of these instructions will be paid from the Settlement Fund.

DATED: November 20, 2023

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BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION