

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re ENVISION HEALTHCARE) Civil Action No. 3:17-cv-01112
CORPORATION 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

DECLARATION OF ROSS D. MURRAY REGARDING NOTICE DISSEMINATION,
PUBLICATION, AND REQUESTS FOR EXCLUSION RECEIVED TO DATE

I, ROSS D. MURRAY, declare and state as follows:

1. I am employed as a Vice President of Securities by Gilardi & Co. LLC (“Gilardi”), located at 1 McInnis Parkway, Suite 250, San Rafael, California. The following statements are based on my personal knowledge and information provided to me by other Gilardi employees and if called to testify I could and would do so competently.

2. Pursuant to this Court’s November 20, 2023 Order Preliminarily Approving Settlement and Providing for Notice (“Notice Order”) (ECF 459), Gilardi was appointed as the Claims Administrator in connection with the proposed Settlement of the above-captioned litigation (the “Litigation”).¹ I oversaw the notice services that Gilardi provided in accordance with the Notice Order.

3. I submit this declaration in order to provide the Court and the parties to the Litigation with information regarding: (i) mailing and emailing of the Court-approved Postcard Notice (attached hereto as Exhibit A) and, if requested by potential Class Members, mailing of the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”) and Proof of Claim and Release form (the “Proof of Claim”) (collectively, the “Claim Package,” attached hereto as Exhibit B); (ii) publication of the Summary Notice of Proposed Settlement of Class Action (the “Summary Notice”); (iii) establishment of the website and toll-free telephone number dedicated to this Settlement; and (iv) the number of requests for exclusion from the Class received to date by Gilardi.

DISSEMINATION OF NOTICE

4. Pursuant to the Notice Order, Gilardi is responsible for disseminating the Postcard Notice to potential Class Members. The Class consists of all Persons 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,

¹ Any capitalized terms used that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation of Settlement dated September 22, 2023 (the “Stipulation”) (ECF 451), which is available on the website established for the Settlement at www.EnvisionSecuritiesLitigation.com.

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. (“AmSurg”) and EHH (the “Merger”). 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.

5. Gilardi received a file via email from Envision’s transfer agent, which contained the names and addresses of potential Class Members. The list was reviewed to identify and eliminate duplicate entries and incomplete data, resulting in a usable mailing list of 34,805 unique names and addresses. Gilardi had the unique name and address data printed on to Postcard Notices, posted the Postcard Notices for First-Class Mail, postage prepaid, and delivered 34,805 Postcard Notices on December 11, 2023, to the United States Post Office for mailing.

6. On December 11, 2023, as part of its normal mailing procedures, Gilardi mailed, by First-Class Mail, Postcard Notices and cover letters to 281 brokerages, custodial banks, and other institutions (“Nominee Holders”) that hold securities in “street name” as nominees for the benefit of their customers who are the beneficial owners of the securities. The Nominee Holders also include a group of filers/institutions who have requested notification of every securities case. These Nominee Holders are included in a proprietary database created and maintained by Gilardi. In Gilardi’s experience, the Nominee Holders included in this proprietary database represent a

significant majority of the beneficial holders of securities. The cover letter accompanying the Postcard Notices advised the Nominee Holders of the proposed Settlement and requested their cooperation in forwarding the Postcard Notices to potential Class Members. In the more than three decades that Gilardi has been providing notice and claims administration services in securities class actions, Gilardi has found the majority of potential class members hold their securities in street name and are notified through the Nominee Holders. Gilardi also mailed Postcard Notices and cover letters to the 4,424 institutions included on the U.S. Securities and Exchange Commission's ("SEC") list of active brokers and dealers at the time of mailing. A sample of the cover letter mailed to Nominee Holders and the institutions included on the SEC's list of active brokers and dealers is attached hereto as Exhibit C.

7. On December 11, 2023, Gilardi also delivered electronic copies of the Postcard Notice to 325 registered electronic filers who are qualified to submit electronic claims. These filers are primarily institutions and third-party filers who typically file numerous claims on behalf of beneficial owners for whom they act as trustees or fiduciaries.

8. As part of the notice program for this Settlement, on December 11, 2023, Gilardi also delivered electronic copies of the Claim Package and Postcard Notice via email to be published by the Depository Trust Company ("DTC") on the DTC Legal Notice System ("LENS"). LENS enables the participating bank and broker nominees to review the Claim Package and Postcard Notice and contact Gilardi for copies of the Postcard Notice for their beneficial holders.

9. Gilardi has acted as a repository for shareholder and nominee inquiries and communications received in this Settlement. In this regard, Gilardi has forwarded the Postcard Notice on request to nominees who purchased or acquired Envision common stock for the beneficial interest of other persons. Gilardi has also forwarded the Postcard Notice directly to beneficial owners upon receipt of the names and addresses from such beneficial owners or nominees.

10. Following the initial mailing, Gilardi received 16 responses to the outreach efforts described above, which included computer files containing a total of 14,079 names and addresses

and 53 email addresses of potential Class Members. In addition, 27 institutions requested that Gilardi send them a total of 92,090 Postcard Notices for forwarding directly to their clients. Gilardi also received 14 requests for Claim Packages from potential Class Members. Gilardi has also mailed 576 Postcard Notices as a result of returned mail for which new addresses were identified for re-mailing to those potential Class Members. Each of these requests has been completed in a timely manner.

11. As of February 13, 2024, Gilardi has mailed or emailed a total of 146,633 Postcard Notices and 14 Claim Packages to potential Class Members and nominees. Additionally, one institution reported that they anticipated sending Postcard Notices via email to 34,379 potential Class Members.

PUBLICATION OF THE SUMMARY NOTICE

12. In accordance with the Notice Order, on December 18, 2023, Gilardi caused the Summary Notice to be published in *The Wall Street Journal* and to be transmitted over *Business Wire*, as shown in the confirmations of publication attached hereto as Exhibit D.

TELEPHONE HELPLINE AND WEBSITE

13. On December 11, 2023, Gilardi established and continues to maintain a case-specific, toll-free telephone helpline, 1-866-642-0760, to accommodate potential Class Member inquiries. The toll-free number was set forth in the Postcard Notice, Notice, and on the case website. Gilardi has been and will continue to promptly respond to all inquiries to the toll-free telephone helpline.

14. On December 11, 2023, Gilardi established and continues to maintain a website dedicated to this Settlement (www.EnvisionSecuritiesLitigation.com) to provide additional information to Class Members and to provide answers to frequently asked questions. The web address was set forth in the Postcard Notice, Notice, Proof of Claim, and Summary Notice. The website includes information regarding the Litigation and the Settlement, including the objection and claim filing deadlines, and the date and time of the Court's Settlement Hearing. Copies of the Notice, Proof of Claim, Stipulation, and Notice Order are posted on the website and are available

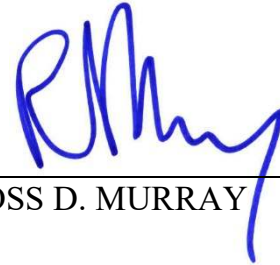
for downloading. Class Members can also complete and submit a Proof of Claim through the website.

REQUESTS FOR EXCLUSION RECEIVED TO DATE

15. The Notice informs potential Class Members that written requests for exclusion from the Class must be mailed to *Envision Securities Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, EXCLUSIONS, P.O. Box 5100, Larkspur, CA 94977-5100, such that they are postmarked no later than February 29, 2024.

16. The Notice also sets forth the information that must be included in each request for exclusion. Gilardi has monitored and will continue to monitor all mail delivered to this address. As of the date of this declaration, Gilardi has not received any requests for exclusion.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 13th day of February, 2024, at San Rafael, California.



ROSS D. MURRAY

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on February 15, 2024, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the email addresses on the attached Electronic Mail Notice List, and I hereby certify that I caused the mailing of the foregoing via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

s/ Christopher M. Wood
CHRISTOPHER M. WOOD

ROBBINS GELLER RUDMAN
& DOWD LLP
200 31st Avenue North
Nashville, TN 37203
Telephone: 615/244-2203
615/252-3798 (fax)

Email: cwood@rgrdlaw.com

Mailing Information for a Case 3:17-cv-01112 Bettis v. Envision Healthcare Corporation et al

Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

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- **Debra J. Wyman**
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Manual Notice List

The following is the list of attorneys who are **not** on the list to receive e-mail notices for this case (who therefore require manual noticing). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

- (No manual recipients)

EXHIBIT A

Envision Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 301170
Los Angeles, CA 90030-1170

LEGAL NOTICE

Civil Action No. 3:17-cv-01112 (M.D. Tenn.)
www.EnvisionSecuritiesLitigation.com

Court-Ordered Legal Notice
(Forwarding Service Requested)

Important Information about a Securities
Class Action Settlement.

You may be entitled to a payment.
This Notice may affect your legal rights.

Please read it carefully.

ENVN



Postal Service: Please Do Not Mark Barcode

ENVN - «Claim8»-«CkDig»

«FirstNAME» «LastNAME»

«Name1»

«Name2»

«Name3»

«Name4»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»



In re Envision Healthcare Corporation Sec. Litig.

Civil Action No. 3:17-cv-01112 (M.D. Tenn.)

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT

VISIT WWW.ENVISIONSECURITIESLITIGATION.COM OR CALL 1-866-642-0760 FOR MORE INFORMATION

If you purchased or otherwise acquired Envision Healthcare Holdings, Inc. and/or Envision Healthcare Corporation (“Envision” or the “Company”) common stock between February 3, 2014 and October 31, 2017, inclusive, including pursuant or traceable to the December 1, 2016 merger between AmSurg Corp. and Envision Healthcare Holdings, Inc., you could be entitled to a payment from a proposed settlement (“Settlement”) reached in the above-captioned action (“Litigation”). Your rights may be affected by this Litigation and the Settlement. A hearing will be held on March 21, 2024, at 10:00 a.m., before Judge William L. Campbell, Jr., to determine whether the proposed Settlement of the Litigation against Defendants Envision Healthcare Corporation and a number of its current and former officers and directors for \$177.5 million and the Plan of Allocation should be approved as fair, reasonable, and adequate and whether the Litigation should be dismissed with prejudice against the Defendants, as set forth in the Stipulation of Settlement (“Stipulation”) filed with the Court; and whether Class Counsel’s application for an award of attorneys’ fees of up to 30% of the Settlement Amount, and expenses not to exceed \$1.9 million, plus interest on both amounts, and awards to Plaintiffs, should be granted.

The proposed Settlement would resolve a putative class action lawsuit alleging that, in violation of the U.S. federal securities laws, Defendants materially misled investors by making materially false and misleading statements concerning Envision’s reported revenue and earnings growth, which caused Envision stock to trade at artificially inflated prices until the nature of the alleged wrongdoing was revealed, causing Envision’s stock price to fall. Defendants deny the allegations and any liability or wrongdoing of any kind. For a full description of the proposed Settlement and your rights, and to make a claim, you may obtain the Stipulation, long-form Notice of Pendency and Proposed Settlement of Class Action, and the Proof of Claim and Release (“Claim Form”) by visiting the website: www.EnvisionSecuritiesLitigation.com (the “Website”) or you may request copies from the Claims Administrator by: (i) mail: *Envision Securities Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 301170, Los Angeles, CA 90030-1170, or (ii) toll-free call: 1-866-642-0760.

To qualify for payment, you must submit a valid Claim Form, with supporting documentation, postmarked or submitted online no later than April 8, 2024. You will be bound by any Judgment entered in the Litigation, regardless of whether you submit a Claim Form, unless you exclude yourself from the Class. If you exclude yourself, you cannot get money from this Settlement. If you do not exclude yourself from the Class, you may object to the proposed Settlement, Plan of Allocation, or request for award of attorneys’ fees and expenses no later than February 29, 2024. The long-form Notice and the Website explain how to exclude yourself from the Class or how to object.

Plaintiffs and the Class are represented by Class Counsel: Ellen Gusikoff Stewart, Robbins Geller Rudman & Dowd LLP, 655 W. Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, settlementinfo@rgrdlaw.com. You may, but do not have to, attend the Court hearing to be heard. The Court reserves the right to hold the Settlement Hearing telephonically or by other virtual means.

EXHIBIT B

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.¹

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.

¹ 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to be eligible to receive a payment from the Settlement. Proof of Claim forms must be postmarked or submitted online on or before April 8, 2024.
EXCLUDE YOURSELF FROM THE CLASS	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. Exclusions must be postmarked on or before February 29, 2024.
OBJECT	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. 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.
GO TO THE HEARING ON MARCH 21, 2024	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received by the Court and counsel on or before February 29, 2024.
DO NOTHING	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.

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.

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, 2019.² 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.

² 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. 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.

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**:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
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, 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. 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.** 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, 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, 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.

**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.

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, 2017.³

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.

³ 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).⁴

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 1⁵

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

⁴ 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.

⁵ 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

Date	Closing Price	Average Closing Price Between November 1, 2017 and Date Shown	Date	Closing Price	Average Closing Price Between November 1, 2017 and Date Shown
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 Amount⁶ and (ii) the sum of the Total Sales Proceeds⁷ and Holding Value.⁸

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.

⁶ 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.

⁷ 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."

⁸ 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 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

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

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. Frensey

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a Class Member based on the claims in the Litigation,¹ you must complete and, on page 6 hereof, sign this Proof of Claim. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

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

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, **ON OR BEFORE APRIL 8, 2024**, ADDRESSED AS FOLLOWS:

Envision Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 301170
Los Angeles, CA 90030-1170
Online Submissions: www.EnvisionSecuritiesLitigation.com

If you are NOT a Class Member, as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim.

4. If you are a Class Member and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

II. CLAIMANT IDENTIFICATION

You are a Member of the Class if you purchased or otherwise acquired the common stock of Envision Healthcare Corporation and/or Envision Healthcare Holdings, Inc. (collectively “Envision”)² between February 3, 2014 and October 31, 2017, inclusive (the “Class Period”), and are not otherwise excluded from the Class.

Use Part I of this form entitled “Claimant Identification” to identify each purchaser or acquirer of record (“nominee”) of Envision common stock that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF ENVISION COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The last four digits of the Social Security (or full taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

¹ This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the Stipulation of Settlement (“Stipulation”), which can be obtained at www.EnvisionSecuritiesLitigation.com.

² 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.

III. CLAIM FORM

Use Part II of this form entitled "Schedule of Transactions in Envision Common Stock" to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to **all** of your purchases, acquisitions, and sales of Envision common stock that took place between February 3, 2014 and January 29, 2018, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to the number of shares of Envision common stock you received in exchange for shares of AmSurg Corp. in the 12/1/16 merger, and to the number of shares of Envision common stock you held at the close of trading on February 2, 2014, October 31, 2017, and January 29, 2018. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a "short sale" is deemed to be the date of purchase or other acquisition of Envision common stock. The date of a "short sale" is deemed to be the date of sale of Envision common stock.

COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN ENVISION COMMON STOCK SHOULD BE ATTACHED TO YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at edata@gilardi.com to obtain the required file layout. Any file not in accordance with the required electronic filing format will be subject to rejection. Only one claim should be submitted for each separate legal entity, and the complete name of the beneficial owner(s) of the securities must be entered where called for. Distribution payments must be made by check or electronic payment payable to the Authorized Claimant (beneficial account owner). The Third Party Filer shall not be the payee of any distribution payment check or electronic distribution payment. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

Official
Office
Use
Only

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

*In re Envision Healthcare Corporation
Securities Litigation*

Civil Action No. 3:17-cv-01112

**Must Be Postmarked (if Mailed)
or Received (if Submitted Online)
No Later Than April 8, 2024**

ENVN

Please Type or Print in the Boxes Below
Must use Black or Blue Ink or your
claim may be deemed deficient.

PROOF OF CLAIM AND RELEASE

**REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS
IN ENVISION COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR
CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

PART I. CLAIMANT IDENTIFICATION

Last Name M.I. First Name

Last Name (Co-Beneficial Owner) M.I. First Name (Co-Beneficial Owner)

IRA Joint Tenancy Employee Individual Other

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

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

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

Last Four Digits of Social Security Number or Taxpayer Identification Number

Telephone Number (Primary Daytime) Telephone Number (Alternate)

Email Address

MAILING INFORMATION

Address

Address (cont.)

City State ZIP Code

Foreign Province Foreign Postal Code Foreign Country Name/Abbreviation

FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> ATP <input type="radio"/> KE <input type="radio"/> ICI	<input type="radio"/> BE <input type="radio"/> DR <input type="radio"/> EM	<input type="radio"/> FL <input type="radio"/> ME <input type="radio"/> ND	<input type="radio"/> OP <input type="radio"/> RE <input type="radio"/> SH	MM / DD / YYYY	FOR CLAIMS PROCESSING ONLY
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PART II. SCHEDULE OF TRANSACTIONS IN ENVISION COMMON STOCK

A. Number of shares of Envision common stock held at the close of trading on February 2, 2014 (must be documented). If none, write "zero": Proof Enclosed? Y N

B. Purchases or other acquisitions of Envision common stock (February 3, 2014 through January 29, 2018, inclusive) (please do not list purchases of AmSurg Corp. made prior to the 12/1/16 merger):

PURCHASES

	Trade Date(s) (List Chronologically)	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price (Excluding commissions, taxes and fees)	Proof of Purchase Enclosed?
	M M D D Y Y Y Y			
1.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	\$ <input type="text"/> .00	<input type="radio"/> Y <input type="radio"/> N
2.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	\$ <input type="text"/> .00	<input type="radio"/> Y <input type="radio"/> N
3.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	\$ <input type="text"/> .00	<input type="radio"/> Y <input type="radio"/> N
4.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	\$ <input type="text"/> .00	<input type="radio"/> Y <input type="radio"/> N

IMPORTANT: (i) If any purchase listed covered a "short sale," please mark Yes: Yes

(ii) Number of shares of Envision common stock you received in exchange for shares of AmSurg Corp. in the 12/1/16 merger:

(iii) If you received shares through an acquisition or merger **other than** the 12/1/16 merger between AmSurg Corp. and Envision at some date beginning February 3, 2014 through October 31, 2017, please identify the date, the share amount, and the company acquired:

M M D D Y Y Y Y Merger Shares: Company:

/ /

C. Sales of Envision common stock (February 3, 2014 through January 29, 2018, inclusive):

SALES

	Trade Date(s) (List Chronologically)	Number of Shares Sold	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sales Enclosed?
	M M D D Y Y Y Y			
1.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	\$ <input type="text"/> .00	<input type="radio"/> Y <input type="radio"/> N
2.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	\$ <input type="text"/> .00	<input type="radio"/> Y <input type="radio"/> N
3.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	\$ <input type="text"/> .00	<input type="radio"/> Y <input type="radio"/> N
4.	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	\$ <input type="text"/> .00	<input type="radio"/> Y <input type="radio"/> N

D. Number of shares of Envision common stock held at the close of trading on October 31, 2017 (must be documented). If none, write "zero": Proof Enclosed? Y N

E. Number of shares of Envision common stock held at the close of trading on January 29, 2018 (must be documented). If none, write "zero": Proof Enclosed? Y N

If you require additional space, attach extra schedules in the same format as above. Sign and print your name and the last four digits of your social security/taxpayer identification number on each additional page.

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE
MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**



IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Middle District of Tennessee, Nashville Division, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, other acquisitions, or sales of Envision common stock during the relevant period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the “Defendants’ Released Persons,” defined as 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.

2. “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 herein.

3. “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.

4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

5. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Envision common stock that occurred during the relevant period as well as the number of shares held by me (us) at the close of trading on February 2, 2014, October 31, 2017, and January 29, 2018.

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

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

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

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

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



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

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation.
3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED
NO LATER THAN APRIL 8, 2024, ADDRESSED AS FOLLOWS:**

Envision Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 301170
Los Angeles, CA 90030-1170
Online Submissions: www.EnvisionSecuritiesLitigation.com

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EXHIBIT C



1 McInnis Parkway
Suite 250
San Rafael, CA 94903
P: (415) 458-3015

December 11, 2023

«FirstName» «LastName»
«Company»
«Addr1»
«Addr2»
South Bend, IN 46601
«FCountry»

Re: Envision Securities Litigation

Dear «GENDER» «LastName»:

Please find enclosed the Notice of Pendency and Proposed Settlement of Class Action summary postcard for the above referenced litigation. Please note both the class period and the designated eligible securities described on page one of the Notice, specifically the inclusion of 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”). In addition, **the Notice provides that the Exclusion Deadline is February 29, 2024 and the Claim Filing Deadline is April 8, 2024.**

Please pay particular attention to the "Special Notice to Securities Brokers and Other Nominees" on page sixteen of the Notice which states, in part: 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 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.

Please do not make your own copies of the Proof of Claim Form, as copies may not be accepted for processing. Additional copies of the appropriate documents may be requested by contacting us at the above address and/or phone number. If we conduct the necessary mailing on your behalf, please submit names and addresses either via email to Notifications@Gilardi.com, via CD Rom to the above address or contact us to obtain secure FTP transmission instructions. Mailing labels will be accepted, but you may be requested to provide an additional copy of the address information you send. Do not include any confidential information that should not appear on a mailing label. The data provided must be in one of the following formats:

- ASCII Fixed Length file
- ASCII Tab Delimited file
- Microsoft Excel spreadsheet

Your request must also specify the case name and Control Total(s) (for example, the total number of name and address records provided) for each file submission. Please email Notifications@Gilardi.com with any questions.

Sincerely,

Gilardi and Company, LLC

EXHIBIT D

TECHNOLOGY

‘Fortnite’ Maker Is Leveling Up

Epic aims to keep challenging tech giants after beating Google in court

By SARAH E. NEEDLEMAN

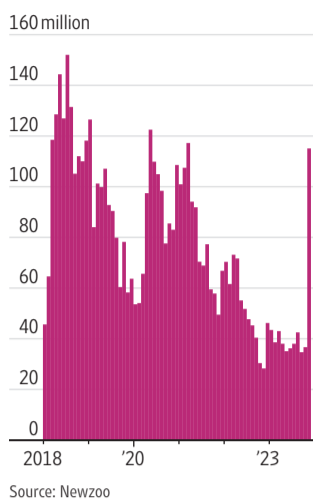
Videogame boss Tim Sweeney is on a winning streak.

His company, closely held Epic Games, defeated tech behemoth Google in court last week, and its years-old megahit “Fortnite”—which served as the catalyst for the legal battle—is undergoing a resurgence in popularity.

Both positive developments for Epic are the outcomes of years of work by Sweeney and his team, after “Fortnite” soared to become one of the world’s hottest games, then lost some of its traction with users while also slogging through difficult legal battles with Alphabet’s Google and Apple. Epic has worked to beef up “Fortnite” with new features and additional games, while also reckoning with cost overruns that led to layoffs.

Sweeney persevered with his company’s legal battles, which were in response to “Fortnite” being removed from app stores because of in-game payment systems that skirted fees collected by Google and Apple. He kept pursuing the Google case after other companies in the suit settled and a similar case against Apple was lost earlier this year. The game

Hours spent watching people play ‘Fortnite’ on Amazon’s Twitch, monthly



A ‘Fortnite’ tournament in Saudi Arabia this past summer.

has remained cut off from the tech giants’ app stores, limiting its reach to mobile users on the two dominant software platforms.

“This victory over Google reinvigorates us to do everything we can to succeed on Android,” he said in an interview. Sweeney, who is the company’s controlling shareholder, said he doesn’t have any current plans for an initial public offering, but “could do that opportunistically at some point.”

In a statement, Google said it would appeal the verdict and that its Android operating system and app store “provide more choice and openness than any other major mobile platform.”

Sweeney founded Epic in

1991 at age 20, funding it with \$4,000 in personal savings. Under his stewardship, “Fortnite” has transformed the global videogame industry, which is expected to reach \$184 billion this year, according to estimates from Newzoo.

In 2019, Epic said “Fortnite” had ballooned to 250 million registered players. But “Fortnite” fell out of favor for many players as the game cycled through multiple seasons and chapters that weren’t as well-received as earlier releases.

“Fortnite” also shed players when it was booted from Google’s and Apple’s app stores in 2020. The app was ousted after Epic rolled out a new way of making purchases in the game to circumvent the

30% cut the tech giants take from digital transactions within apps. Epic then sued both companies in retaliation. “Fortnite” has remained off their app stores ever since.

During the years of uncertainty around the court battles, Epic has worked to expand its reach. The company held concerts within “Fortnite” featuring artists such as Travis Scott and Ariana Grande, and it added the ability for users including brands to create their own games within “Fortnite.”

Epic also has grown through acquisitions of studios such as the makers of “Rocket League” and “Fall Guys.” The company also makes Unreal Engine, a suite of game-development tools.

Buy Now, Pay Later Draws Fans

Continued from page B1

Buy now, pay later payment plans aren’t the same as putting a purchase on a credit card.

Say a borrower buys a \$100 outfit. With a credit card, he will need to pay that off by the next due date or carry a card balance, which can last months if he makes only the minimum payments and racks up interest charges. With an installment loan, he pays a fixed amount with each payment—say, \$25 each month over the following four months, or more depending on interest or other charges—and knows ahead of time what the total will be.

What started as a payment option mostly for luxuries like beauty products and purses is rapidly expanding to other categories, including groceries and medical procedures. Shoppers’ use of these payment plans for “necessary” and “everyday” purchases expanded 434% from 2020 to 2021, according to the Consumer Financial Protection Bureau.

Paden Brown, a truck driver from Texas, uses Affirm to buy groceries and household essentials on slow driving weeks when his pay is low. A recent bill at Walmart was roughly \$465, and Affirm offered him a choice of three payment plans. He chose a six-month loan with a 36% interest rate that didn’t require a down payment.

He has also used the service to buy nearly \$4,000 of gaming equipment and \$1,100 in tickets to WrestleMania events, both on interest-free payment plans with longer timelines.

Brown, 35, said his father damaged his credit score when he was younger by taking out cards in his name. Though he has built it back up, he is still wary of credit cards.

“The difference between this and a credit card is that Affirm won’t threaten to garnish your wages,” Brown said. “They’ll just say, ‘We’re not doing business with you anymore.’”

Stigma around credit cards has driven people away from them, even though they are better regulated and come with fraud protections and other perks, said Peter Smith, senior researcher at the Center for Responsible Lending, a consumer-advocacy group.

His group and others are calling on regulators to develop a framework to oversee the buy now, pay later industry. “We see this as the Wild West right now,” he said.

Roughly a year ago, CFPB director Rohit Chopra said his agency intends to regulate the industry the same way it regulates credit cards, noting, “It’s critical that this growing category does not hide in the shadows.” Putting that into practice has been slow-going, though Affirm has said it is subject to CFPB supervision and supports the agency’s efforts.

Affirm said the company is motivated to extend credit only to consumers who can pay on time because it doesn’t charge late fees.

While the three major credit reporting bureaus, Equifax, Experian and TransUnion, gave buy now, pay later companies the option last year to report payment-plan activity, the majority aren’t yet doing so. Affirm said it reports some longer-term loans to Experian and might report to others in the future.

Afterpay doesn’t report to U.S. credit bureaus. Neither does Sweden-based Klarna.

Afterpay and Klarna have argued that reporting to U.S. credit bureaus would hurt their customers even when they are making payments on time.



Paden Brown uses Affirm to buy groceries and essentials.

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CLASS ACTION

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re ENVISION HEALTHCARE CORPORATION
SECURITIES LITIGATION

Civil Action No. 3:17-cv-01112
(Consolidated with Case Nos.
3:17-cv-01323 and 3:17-cv-01397)

This Document Relates To:
ALL ACTIONS.

CLASS ACTION

Honorable William L. Campbell, Jr.
Magistrate Judge Jeffery S. Frenslay

SUMMARY NOTICE OF 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 (“CLASS” OR “CLASS MEMBERS”)

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

YOU ARE HEREBY NOTIFIED that a hearing will be held on March 21, 2024, at 10:00 a.m., before the Honorable William L. Campbell, Jr. at the United States District Court, Middle District of Tennessee, Nashville Division, Fred D. Thompson U.S. Courthouse and Federal Building, Courtroom 6D, 719 Church Street, Nashville, TN 37203, to determine whether: (1) the proposed settlement (the “Settlement”) of the above-captioned Litigation as set forth in the Stipulation of Settlement (“Stipulation”) for \$177.5 million in cash should be approved by the Court as fair, reasonable, and adequate; (2) the Judgment as provided under the Stipulation should be entered dismissing the Litigation with prejudice; (3) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”), which is discussed below) and, if so, in what amount; (4) to pay Plaintiffs for their costs and expenses in representing the Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court as fair, reasonable, and adequate.

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 videoconference, 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 and the Settlement website, www.EnvisionSecuritiesLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or telephonic appearances at the hearing, will also be posted to that website. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing by telephone or videoconference, the access information will be posted to the Settlement website, www.EnvisionSecuritiesLitigation.com.

IF YOU PURCHASED OR OTHERWISE ACQUIRED ENVISION COMMON STOCK BETWEEN FEBRUARY 3, 2014 AND OCTOBER 31, 2017, INCLUSIVE, YOUR RIGHTS ARE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION.

To share in the distribution of the Settlement Fund, you must establish your rights by submitting a Proof of Claim and Release form (“Proof of Claim”) by mail (postmarked no later than April 8, 2024) or electronically (no later than April 8, 2024). Your failure to submit your Proof of Claim by April 8, 2024 will subject your claim to rejection and preclude your receiving any of the recovery in connection with the Settlement of this Litigation. If you purchased or otherwise acquired Envision common stock between February 3, 2014 and October 31, 2017, inclusive, and do not request exclusion from the Class, you will be bound by the Settlement and any judgment and release entered in the Litigation, including, but not limited to, the Judgment, whether or not you submit a Proof of Claim.

The Notice, which more completely describes the Settlement and your rights thereunder (including your right to object to the Settlement), the Proof of Claim, the Stipulation (which, among other things, contains definitions for the defined terms used in this Summary Notice), and other important documents, may be accessed online at www.EnvisionSecuritiesLitigation.com, or by writing to:

Envision Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 301170
Los Angeles, CA 90030-1170

Inquiries should NOT be directed to Envision, Defendants, the Court, or the Clerk of the Court.

Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to Class Counsel:

ROBBINS GELLER RUDMAN & DOWD LLP
Elen Gusikoff Stewart
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 1-800-449-4900
settlementinfo@rgrdlaw.com

IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION SUCH THAT IT IS POSTMARKED BY FEBRUARY 29, 2024, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL CLASS MEMBERS WILL BE BOUND BY THE SETTLEMENT EVEN IF THEY DO NOT SUBMIT A TIMELY PROOF OF CLAIM.

IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS’ COUNSEL FOR AN AWARD OF ATTORNEYS’ FEES NOT TO EXCEED 30% OF THE \$177.5 MILLION SETTLEMENT AMOUNT AND EXPENSES NOT TO EXCEED \$1.9 MILLION, PLUS INTEREST ON BOTH AMOUNTS, AND/OR THE PAYMENT TO PLAINTIFFS FOR THEIR COSTS AND EXPENSES NOT TO EXCEED \$95,000 IN THE AGGREGATE. ANY OBJECTIONS MUST BE FILED WITH THE COURT AND SENT TO CLASS COUNSEL AND DEFENDANTS’ COUNSEL BY FEBRUARY 29, 2024, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

DATED: November 20, 2023

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

¹ 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.
² The Stipulation can be viewed and/or obtained at www.EnvisionSecuritiesLitigation.com.



The listings are for baristas, delivery drivers and the like.

Jobs Site Targets Hourly Workers

By MARC VARTABEDIAN

In the U.S. labor market, demand is holding up for food and hospitality personnel, less so for software developers. That has startup Gigs thinking now is its moment.

Launched this year, the Los Angeles-based job-posting site is tailored to the hourly-pay workforce. Job seekers enter their ZIP Code and see listings for everything from delivery drivers, construction workers and repair and maintenance personnel to coffee-shop baristas, retail clerks, childcare teachers and pet groomers. The company uses artificial intelligence to weed out salaried jobs, but includes both full- and part-time jobs, while about 20% of the jobs

currently listed on the site are gigs, the company said.

Gigs’ focus on jobs that pay by the hour could be well-timed: America’s smallest employers—bars and fast-food restaurants, for instance—are hiring. Establishments with one to nine employees accounted for nearly 20% of job openings in October, their second-highest share on record dating back to 2000, according to Julia Polak, chief economist at jobs website ZipRecruiter. In her analysis of Labor Department data, the only higher period was the previous month.

At the same time, software development postings fell 66% from the start of 2022 to Dec. 8, according to data from hiring powerhouse Indeed. The number of construction jobs declined 14% over the same period.

That dynamic reflects new, broader economic conditions as pandemic-era shocks fade, said Nick Bunker, Indeed’s director of economic research for North America. Meanwhile, household consumption is still healthy. “That’s why you’re seeing stronger demand for lots of positions linked to services

that people are still spending money on,” Bunker said.

Existing job sites are frustrating those on the hunt for a paycheck by showing them postings for “ghost jobs.” On the other side of the equation, employers are inundated with applications from unqualified candidates, Gigs Founder and Chief Executive Allen Narcisse said.

Gigs says it wants to make it easier for job seekers and employers. The company uses AI to screen the jobs employers post to make sure they are relevant to the particular applicant. For job seekers who lack the necessary skills for a specific job, Gigs’ AI will direct them to others that are a better fit based on their résumé, Narcisse said.

Gigs charges job posters for each application they get. The price is determined by the size of the job’s market and the level of experience or skill the post requires.

“If there are fewer workers that fit, we charge more because it’s harder to find that worker that fits the needs,” said Narcisse, who worked previously as chief operating officer at energy company Workrise and before that as head of market strategy for ride-hailing company Lyft.

To be sure, Gigs faces rough competition from entrenched giants such as Indeed and Craigslist. Startups such as venture-backed BlueRecruit, which matches employers with skilled trades workers, are also grasping for market share. Narcisse, however, believes employers will opt to list on Gigs because it will bring them applicants who more closely meet the job requirements—and save time, he said.

“We’ve designed Gigs to feel like platforms that younger job seekers use already,” Narcisse said. “One of the arguments we’ve made with employers is that we’re focused on acquiring the younger job seekers that you need for your businesses.”

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Marine Parts Supplier
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Priced at only \$5.5mil
Contact: ike@richmondrealtycorp.com

BUSINESS OPPORTUNITIES

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with tooling
printing & product
\$175,000.00
352-688-9188

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Declaration of Publication

I, Carla Peak, as Vice President, Legal Notification Services at Gilardi & Co. LLC, a KCC Class Action Services Company in San Rafael, California, hereby certify that I caused the attached notice to be printed in said publication on December 18, 2023:

Name of Publication: The Wall Street Journal

Address: 1211 Avenue of the Americas

City, State, Zip: New York, NY 10036

Phone #: 1-800-568-7625

State of: New York

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 18th day of December 2023, at Sellersville, Pennsylvania.



Carla Peak
Carla Peak

Robbins Geller Rudman & Dowd LLP Announces Proposed Settlement in the Envision Securities Litigation

December 18, 2023 08:00 AM Eastern Standard Time

SAN DIEGO--(BUSINESS WIRE)--The following statement is being issued by Robbins Geller Rudman & Dowd LLP regarding the Envision Securities Litigation:

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re ENVISION HEALTHCARE CORPORATION
SECURITIES LITIGATION

Civil Action No. 3:17-cv-01112
**(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

SUMMARY NOTICE OF 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”)¹ BETWEEN FEBRUARY 3, 2014 AND OCTOBER 31, 2017, INCLUSIVE (“CLASS” OR “CLASS MEMBERS”)

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

YOU ARE HEREBY NOTIFIED that a hearing will be held on March 21, 2024, at 10:00 a.m., before the Honorable William L. Campbell, Jr. at the United States District Court, Middle District of Tennessee, Nashville Division, Fred D. Thompson U.S. Courthouse and Federal Building, Courtroom 6D, 719 Church Street, Nashville, TN 37203, to determine whether: (1) the proposed settlement (the “Settlement”) of the above-captioned Litigation as set forth in the Stipulation of Settlement (“Stipulation”)² for \$177.5 million in cash should be approved by the Court as fair, reasonable, and adequate; (2) the Judgment as provided under the Stipulation should be entered dismissing the Litigation with prejudice; (3) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”), which is discussed below) and, if so, in what amount; (4) to pay Plaintiffs for their costs and expenses in representing the Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court as fair, reasonable, and adequate.

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 videoconference, 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 and the Settlement website, www.EnvisionSecuritiesLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or telephonic appearances at the hearing, will also be posted to that website. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing by telephone or videoconference, the access information will be posted to the Settlement website, www.EnvisionSecuritiesLitigation.com.

IF YOU PURCHASED OR OTHERWISE ACQUIRED ENVISION COMMON STOCK BETWEEN FEBRUARY 3, 2014 AND OCTOBER 31, 2017, INCLUSIVE, YOUR RIGHTS ARE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION.

To share in the distribution of the Settlement Fund, you must establish your rights by submitting a Proof of Claim and Release form ("Proof of Claim") by mail (**postmarked no later than April 8, 2024**) or electronically (**no later than April 8, 2024**). Your failure to submit your Proof of Claim by April 8, 2024 will subject your claim to rejection and preclude your receiving any of the recovery in connection with the Settlement of this Litigation. If you purchased or otherwise acquired Envision common stock between February 3, 2014 and October 31, 2017, inclusive, and do not request exclusion from the Class, you will be bound by the Settlement and any judgment and release entered in the Litigation, including, but not limited to, the Judgment, whether or not you submit a Proof of Claim.

The Notice, which more completely describes the Settlement and your rights thereunder (including your right to object to the Settlement), the Proof of Claim, the Stipulation (which, among other things, contains definitions for the defined terms used in this Summary Notice), and other important documents, may be accessed online at www.EnvisionSecuritiesLitigation.com, or by writing to:

Envision Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 301170
Los Angeles, CA 90030-1170

Inquiries should NOT be directed to Envision, Defendants, the Court, or the Clerk of the Court.

Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to Class Counsel:

ROBBINS GELLER RUDMAN & DOWD LLP
Ellen Gusikoff Stewart
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 1-800-449-4900
settlementinfo@rgrdlaw.com

IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION SUCH THAT IT IS **POSTMARKED BY FEBRUARY 29, 2024**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL CLASS MEMBERS WILL BE BOUND BY THE SETTLEMENT EVEN IF THEY DO NOT SUBMIT A TIMELY PROOF OF CLAIM.

IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS' COUNSEL FOR AN AWARD OF ATTORNEYS' FEES NOT TO EXCEED 30% OF THE \$177.5 MILLION SETTLEMENT AMOUNT AND EXPENSES NOT TO EXCEED \$1.9 MILLION, PLUS INTEREST ON BOTH AMOUNTS, AND/OR THE PAYMENT TO PLAINTIFFS FOR THEIR COSTS AND EXPENSES NOT TO EXCEED \$95,000 IN THE AGGREGATE. ANY OBJECTIONS MUST BE FILED WITH THE COURT AND SENT TO CLASS COUNSEL AND DEFENDANTS' COUNSEL **BY FEBRUARY 29, 2024**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

DATED: November 20, 2023

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

¹ 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.

² The Stipulation can be viewed and/or obtained at www.EnvisionSecuritiesLitigation.com.

Contacts

Media Contact:

Robbins Geller Rudman & Dowd LLP

Shareholder Relations Department

Greg Wood

(619) 231-1058

Declaration of Publication

I, Carla Peak, as Vice President, Legal Notification Services at Gilardi & Co. LLC, a KCC Class Action Services Company in San Rafael, California, hereby certify that I caused the attached notice to be published as a press release by the following wire service:

Name of Publication: BusinessWire

Address: 101 California Street 20th Floor

City, ST Zip: San Francisco, CA 94111

Phone #: 415-986-4422

State of: California

The press release was distributed on December 18, 2023 to the following media circuits offered by the above-referenced wire service:

1. National Newsline

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 18th day of December 2023, at Sellersville, Pennsylvania.



Carla Peak
Carla Peak