EXHIBIT - 1

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JEFFREY K. LANDRUM,	§	
FOR HIMSELF AND ON BEHALF OF ALL	§	
OTHERS SIMILARLY SITUATED	§	
	§	
PLAINTIFFS,	§	
	§	
V.	§	
	§	
ENVISION HEALTHCARE HOLDINGS, INC.	§	**NO. 4:15-CV-702**
D/B/A EMCARE, D/B/A EVOLUTION HEALTH,	§	
D/B/A AMERICAN MEDICAL RESPONSE, D/B/A	§	
AIR AMBULANCE SPECIALISTS, D/B/A	§	
MEDICWEST, D/B/A GUARDIAN	§	
HEALTHCARE AND REIMBURSEMENT	§	
TECHNOLOGIES,	§	
	§	
DEFENDANT.	§	

This Class Action Settlement Agreement is entered into between Jeffrey K. Landrum ("Plaintiff"), individually, and on behalf of all Settlement Class Members as defined herein, and Defendants Envision Healthcare Corporation, EMS Management, LLC and American Medical Response of Texas, Inc. (together, "Defendants"), and is subject to the terms and conditions hereof and the final approval of the U.S. District Court for the Southern District of Texas (the "District Court").

DEFINITIONS

1. Action. The "Action" means the Second Amended Class Action Complaint (Doc. No. 31) filed by Plaintiff in the civil action styled: No. 4:15-cv-00702, *Jeffrey K. Landrum, For Himself and on Behalf of All Others Similarly Situated v. Envision Healthcare Holdings, Inc. d/b/a Emcare, d/b/a Evolution Health, d/b/a American Medical Response, d/b/a Air Ambulance Specialists, d/b/a Medicwest, d/b/a Guardian Healthcare And Reimbursement Technologies*; In

the United States District Court for The Southern District of Texas, Houston Division, as currently pending.

2. Settlement Class or Settlement Class Members. For purposes of this Settlement Agreement, the "FCRA Disclosure Settlement Class" shall be defined as follows: All employees and/or prospective employees who executed a disclosure form anytime between the class period beginning March 1, 2013, and ending September 1, 2015, authorizing any of the Defendants to obtain a background check pertaining to such employee/prospective employee. "Settlement Class Members" include all individuals within the FCRA Disclosure Settlement Class.

3. Settlement Agreement. "Settlement Agreement" shall refer to this Class Action Settlement Agreement.

4. Authorized Claimant. "Authorized Claimant" means any Settlement Class Member who submits a timely and valid Claim Form by the Bar Date and who becomes entitled to receive an Individual Settlement Payment under this Settlement Agreement.

5. Claim Form. "Claim Form" means the Proof of Claim, which is to be mutually agreed upon by the Parties and is to be used by Settlement Class Members who choose to file a claim in the Action. A copy of the Claim Form is attached hereto as Exhibit B.

6. Bar Date. "Bar Date" is the date that is thirty (30) calendar days after the date on which the Claims Administrator post-marks the Settlement Notice and Claim Forms to the Settlement Class Members.

7. Claim Submission Period. The "Claim Submission Period" means the period beginning with the date the Settlement Notice and Claim Forms are post-marked to Settlement Class Members and ending on the Bar Date.

8. Claims Administrator. "Claims Administrator" means the claims administration firm agreed upon by the Parties, who will perform all of the administrative duties assigned below in Paragraphs 45, and 47-50. The Claims Administrator is designated by the Parties to be KCC LLC.

9. Class Counsel. "Class Counsel" shall mean:

Salar Ali Ahmed, Esq.
ALI S. AHMED, P.C.
One Arena Place
7322 Southwest Freeway, Suite 1920
Houston, Texas 77074
Telephone: (713) 223-1300
Facsimile: (713) 255-0013
E-mail: aahmedlaw@gmail.com

10. Class Counsel's Fees and Costs. The negotiated fixed amount of Class Counsel's attorneys' fees and costs of One Hundred Thousand Dollars and Zero Cents ($100,000.00), subject to approval by the Court. This amount shall be paid from and is included in the Gross Settlement Sum. Class Counsel, however, reserves the right to apply to the Court for additional fees and costs in the event meaningful efforts are necessary to enforce the terms of this Settlement Agreement, including, but not limited to, a motion to enforce the terms of this Settlement Agreement. Defendants agree not to oppose the fee and cost application of the negotiated fixed sum of One Hundred Thousand Dollars and Zero Cents ($100,000.00), but reserve the right to oppose any additional fee request made in connection with any efforts to enforce the terms of this Settlement Agreement, including, but not limited to, any motion to enforce the terms of this Agreement.

11. The Court. The "Court" refers to the United States District Court for The Southern District of Texas, Houston Division.

12. Plaintiff. "Plaintiff" refers to Jeffrey K. Landrum, who, together with Class Counsel, covenant and represent they are the duly-authorized legal agents for the Settlement Class Members, and, upon court approval, will serve as the duly-authorized legal agents for the Settlement Class, with respect to the Action and this Settlement Agreement, and that, upon court approval, they will act as legal representatives for the Settlement Class, and make decisions on their behalf concerning the Action, the method and manner of conducting the Action, and the execution of this Settlement Agreement on behalf of the Settlement Class.

13. Defendants. "Defendants" means Envision Healthcare Corporation, EMS Management, LLC and American Medical Response of Texas, Inc.

14. Parties. "Parties" refers to the Plaintiff, Defendants, and, in the singular, refers to any of them, as the context makes apparent.

15. Preliminary Approval Order. "Preliminary Approval Order" is the Order entered and filed by the Court that preliminarily approves the Settlement Agreement's terms and conditions, including the manner and content of providing notice to the Settlement Class. Under the terms of this Preliminary Approval Order, the Court shall: (i) assert jurisdiction over the claims alleged, the Parties in the Action, and the implementation and administration of this Settlement Agreement; (ii) authorize notice of the proposed settlement set forth in this Settlement Agreement (or as the same may be modified by subsequent mutual agreement of the Parties) as adequate, fair and reasonable, and in the Plaintiff's and the FCRA Disclosure Settlement Class' best interests; (iii) preliminary certify under Fed. R. Civ. P. 23 the FCRA Disclosure Settlement Class for purposes of settlement only; (iv) appoint Jeffrey K. Landrum as lead Plaintiff, who, together with Class Counsel, shall be authorized to act on behalf of the FCRA Disclosure Settlement Class with respect to the Action and this Settlement Agreement; (v)

appoint Class Counsel as counsel for the Settlement Class under Fed. R. Civ. P. 23(g); (vi) approve Class Counsel's Fees and Costs, and Plaintiff's Service Award; (vii) appoint KCC LLC as the Parties' Claims Administrator; (viii) approve the form and content and authorizing distribution of the Settlement Notice and Claim Forms and setting a thirty (30) day deadline for the execution and return of Claim Forms, filing of objections, or opting out; and (ix) set the hearing date for the Final Fairness Hearing, which shall be no earlier than sixty (60) days after the Court enters the Preliminary Approval Order. A proposed Preliminary Approval Order will be attached as Exhibit A to the Notice of Motion for Preliminary Approval of this Settlement Agreement.

16. Final Approval Order. "Final Approval Order" refers to the Order entered and filed by the Court that (i) finally approves the Settlement Agreement's terms and conditions, (ii) directs consummation of its terms and provisions, (iii) enters both Final Judgment and the Stipulated Consent Order (Exhibit D), and (iv) dismisses the Action on the merits with prejudice. As part of the Final Approval Order, Plaintiff will request that the Final Judgment find this Settlement Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of Plaintiff and the FCRA Disclosure Settlement Class; permanently enjoin all Settlement Class Members from pursuing, or seeking to reopen, Released Claims against any of the Released Parties; and require the Parties to carry out the provisions of this Settlement Agreement.

17. Final Effective Date. "Final Effective Date" refers to the first date after all of the following events and conditions have been met or have occurred: (i) the Court entered the Preliminary Approval Order; (ii) the Bar Date passed; (iii) the Court entered a Final Approval Order and Final Judgment; (iv) the deadline has passed without action for counsel for the Parties

to terminate the Settlement Agreement; (v) the time to appeal from the Final Approval Order has expired and no Notice of Appeal has been filed or in the event that an appeal is filed, the appellate process is exhausted and the Final Approval Order has remained intact in all material respects; and (vi) the Final Fairness Hearing has occurred. The Parties agree the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement unless specifically set forth otherwise herein.

18. Final Fairness Hearing. "Final Fairness Hearing" means the hearing contemplated by the Parties, at which the Court will approve, in final, the Settlement Agreement, enter the Final Judgment, and make such other final rulings as are contemplated by this Settlement Agreement. The date of the Final Fairness Hearing shall be set by the Court and notice of such hearing shall be provided to the Settlement Class Members and in the Settlement Notice, although such hearing may be continued by the Court without further notice to Settlement Class Members, other than those who are Objectors. To allow for all the events set forth in this Settlement Agreement to occur, the Parties shall request the Court schedule the Final Fairness Hearing no sooner than sixty (60) days after entering the Preliminary Approval Order.

19. Final Judgment. "Final Judgment" refers to the judgment entered by the Court in conjunction with the Final Approval Order dismissing the Action with prejudice. The Parties shall submit an order of Final Judgment setting forth the terms of this Settlement Agreement, by incorporation or otherwise, for execution and entry by the Court at the time of the Final Fairness Hearing or at such other time as the Court deems appropriate.

20. Gross Settlement Sum or GSS. This settlement shall be on a claims-made basis. The "Gross Settlement Sum" is One Hundred and Fifty-Five Thousand and Zero Cents ($155,000.00), and with the exception of any overage of Settlement Expenses/notice costs,

represents the maximum total payment that Defendants will pay for any reason under this Settlement Agreement to the FCRA Disclosure Settlement Class, inclusive of Individual Settlement Payments, Class Counsel's Fees and Costs, the Service Award, and Settlement Expenses (i.e., Notice costs, etc.), and irrespective of whether the total persons in the FCRA Disclosure Settlement Class is greater than the number estimated in Paragraph 34 below.

The GSS is comprised of the following, if and as approved by the Court:

- Class payout maximum: $10.00 for each class member that submits a valid, timely Claim Form, but if the claimed amount exceeds $25,500.00, the amounts paid out will be reduced pro rata so that the maximum payout to the participating class members does not, and cannot, exceed $25,500.00;

- Notice costs: $25,000.00; if notice costs exceed $25,000.00, Defendants are liable for any such overage, and neither the Service Award nor attorney's fees are to be reduced as a result;

- Service Award to Landrum: $5,000.00; and

- Attorney's fees and costs to class counsel: $100,000.00.

21. Net Settlement Sum or NSS. "Net Settlement Sum" or "NSS" means the Gross Settlement Sum less the amount of Class Counsel Fees and Costs, Settlement Expenses, and the Service Award to Plaintiff, if and as approved by the Court.

22. Objection Period. "Objection Period" refers to the period beginning with the date the Settlement Notice and Claim Forms are post-marked to Settlement Class Members and ending on the Bar Date.

23. Objector. "Objector" is a Settlement Class Member who has timely and properly objected to the Settlement Agreement during the period for submitting objections.

24. Released Claims. Means any and all individual and/or class action, collective action or mass action, asserting any claims under or related in any way to the federal Fair Credit Reporting Act or any state and local law equivalent and any and all derivative claims arising

during the period between March 1, 2013, and September 1, 2015, for the FCRA Disclosure Settlement Class. This includes all types of relief available for the above referenced theories of relief, including, without limitation, any claims for civil penalties, actual or statutory damages, compensatory damages, punitive damages, fines, liens, attorneys' fees, costs, expenses, interest, injunctive or declaratory relief, equitable relief, or similar relief. It is expressly intended and understood by the Parties that this Settlement Agreement is to be construed as a complete settlement, accord, and satisfaction of the Class Member Released Claims. No Class Member may circumvent the spirit and intent of this provision by seeking to join in any way together with any other Class Members in any action whatsoever, including any mass action under the Class Action Fairness Act ("CAFA") or otherwise, that asserts such Released Claims discussed in this paragraph.

25. Reversion. "Reversion" refers to the amounts remaining in the NSS that are not claimed because a Settlement Class Member opts-out of this Settlement or does not submit a timely and valid Claim Form.

26. Released Parties. "Released Parties" refers to Defendants, all affiliated entities, Info Cubic, LLC, and their past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint ventures, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and future officers, directors, trustees, agents (including consumer reporting agencies), employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plan sponsored or administered by Defendants or affiliated entities, or divisions, units, branches, and any other persons or entities acting on their behalf, including any party that was or could have been named as a defendant in the Action.

27. Service Award. "Service Award" means the amount to be approved by the Court for payment to the Plaintiff in recognition of his efforts on behalf of the Settlement Class in the Action. The allocation of the Service Award has been determined based upon the amount of time expended by Plaintiff in actively pursuing this Action and the alleged inherent risks of being a named Plaintiff, and, if approved by the Court, shall include a total of Five Thousand Dollars and Zero Cents ($5,000.00). This award reflects the work Plaintiff has performed in assisting Class Counsel with this litigation and pursuing this litigation, including numerous telephonic conferences with Class Counsel; and assisting with drafting the Complaint. It also reflects the work he shall perform through the approval process of this Settlement Agreement.

28. The Service Award shall be in addition to any amount to which Plaintiff may be entitled to receive through a Claim Form submitted as to the Net Settlement Sum. To be eligible for the Service Award, Plaintiff shall execute a separate (non-confidential) General Release of All Claims, releasing any and all claims he has or may have or may claim to have against any of the Released Parties, including but not limited to those alleged in the Action. Class Counsel shall secure the execution of this separate agreement by Plaintiff, and if, the Court requires revisions to the Settlement Agreement, then again prior to the date of submission of the revised Settlement Agreement.

29. Settlement Expenses. "Settlement Expenses" means the reasonable fees, costs, and expenses the Claims Administrator incurred or are anticipated to incur in performing the services authorized in this Settlement Agreement, which shall be paid from the Gross Settlement Sum directly to the Claims Administrator, estimated to be Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). As required by the Claims Administrator, and subject to court approval, Defendants shall make the initial, necessary deposit to the Claims Administrator,

which shall be credited against the Gross Settlement Sum. Defendants shall be liable for any overage of Settlement Expenses beyond the estimated $25,000.00, and any such overage will not be deducted from, or credited against, the GSS.

30. Settlement Notice. "Settlement Notice" refers to the notice substantially in the form of Exhibit A to be directed and sent to Settlement Class Members following the entry of the Preliminary Approval Order to notify the Settlement Class of the Settlement, explain the Settlement and Settlement Class Members' options, which is to be mutually agreed upon by the Parties and approved by the Court.

31. Settlement. "Settlement" shall refer to the agreement of the Parties to settle the claims as set forth and embodied in this Settlement Agreement.

32. Individual Settlement Payment. "Individual Settlement Payment" means the payment to an Authorized Claimant under the terms of this Settlement Agreement.

33. Settlement Formula. "Settlement Formula" means the method agreed upon by the Parties to calculate Individual Settlement Payments as set forth in Paragraph 43.

REPRESENTATIONS

34. Defendants hereby represent, based on Defendants' diligence in investigating the allegations in the Action, that the FCRA Disclosure Settlement Class consists of approximately 25,500 individuals. An increase or decrease in the number of individuals in the class within 10% percent of these estimates will not affect the amounts Defendants agree to pay to the FCRA Disclosure Settlement Class or increase the FCRA Disclosure Settlement Class as defined in Paragraph 20 above.

35. Defendants further represent that, as of September 2, 2015, they ceased using the authorization and disclosure form for employment purposes under the Fair Credit Reporting Act

that is attached as Exhibit 1 to the Second Amended Class Action Complaint (Doc. No. 31). Defendants also further updated the authorization and disclosure form as of September 2, 2015.

36. Defendants further represent that, prior to the date of this Settlement Agreement, they provided Class Counsel with a copy of the revised authorization and disclosure form for employment purposes under the Fair Credit Reporting Act that they presently use and have used since September 2, 2015.

37. Defendants recognize that the representations set forth above in Paragraphs 34-37 are material terms of this Settlement Agreement.

TERMS AND CONDITIONS

38. NOW THEREFORE, in consideration of the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set herein, Plaintiff, individually and on behalf of the Settlement Class, on the one hand, and Defendants, on the other hand, agree that the Action shall be, and is finally and fully compromised and settled, on the following terms and conditions:

39. Non-Admission Of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, they have violated any federal, state or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their applicants or employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession

by Defendants of any such violation(s) or failure(s) to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law. In addition, the Parties intend this Settlement to be contingent upon the preliminary and final approval of this Settlement Agreement; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Settlement Agreement never existed in the event that the Settlement is not fully and finally approved on the terms precisely as set forth herein.

40. Release Of Claims.

a. As of the date of filing and entry of a Final Approval Order and Final Judgment dismissing the Action in its entirety with prejudice, and except as to such rights or claims this Settlement Agreement creates, Plaintiff and all Settlement Class Members shall be deemed to have forever and fully released all Released Claims (defined above in Paragraph 24). Settlement Class Members who have timely and properly opted-out of the Settlement have not by operation of the Final Approval Order released the Released Parties of any of the Released Claims.

b. The Parties agree for settlement purposes only that, because the Settlement Class is so numerous, it is impossible or impracticable to have each Settlement Class Member execute this Settlement Agreement. Accordingly, the Settlement Notice will advise all Settlement Class Members of the binding nature of the release and such notice shall have the same force and effect as if each Settlement Class Member executed the Settlement Agreement.

c. Plaintiff and Class Counsel represent, covenant, and warrant they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged, except as set forth herein.

41. Full General Release Of All Claims By Plaintiff. Plaintiff has entered into a separate (non-confidential) General Release of All Claims with Defendants, and that separate agreement, which is Exhibit C hereto, is incorporated by reference.

42. Individual Settlement Payments, Class Counsel's Fees and Costs, Service Award and Settlement Expenses. Subject to final court approval and the conditions specified in this Settlement Agreement, and in consideration of the mutual covenants and promises set forth herein, Defendants agree to make a total payment under this Settlement Agreement not to exceed One Hundred Fifty-Five Thousand Five Hundred Dollars and Zero Cents ($155,500.00) for the FCRA Disclosure Settlement Class (*i.e.*, the Gross Settlement Sum or GSS). The GSS includes payments to be made to Authorized Claimants, Class Counsel's Fees and Costs, the Service Award to Plaintiff, and the estimated Settlement Expenses. Defendants shall not be required to pay any amounts above the GSS under this Settlement Agreement, except as pertaining to any overage of the Settlement Expenses (see Paragraphs 20 and 29). The Parties agree, subject to court approval, that the GSS shall be apportioned as follows:

a. At the Final Fairness Hearing, Class Counsel will seek approval from the Court for an award of attorneys' fees and costs in the sum of One Hundred Thousand Dollars and Zero Cents ($100,000.00). These attorneys' fees and costs shall come from and be deducted from the GSS. Defendants will not oppose such application, but defer entirely to the Court in assessing the application for such fees and costs. In the event the Court does not approve this

sum (or any other agreed upon terms herein), either Party may elect to void this Settlement Agreement.

b. At the Final Fairness Hearing, Class Counsel will also apply to the Court for Service Award in the sum of Five Thousand Dollars and Zero Cents ($5,000.00) to be paid to Plaintiff Jeffrey K. Landrum. Defendants will not oppose such application, but defer entirely to the Court in assessing the application for the Service Award. The Service Award is included in, and shall come from, the GSS.

43. Calculation of Claims.

a. Individual Settlement Payments. Each Authorized Claimant in the FCRA Disclosure Settlement Class shall be awarded an Individual Settlement Payment based on the pro rata distribution of the NSS, not to exceed $10.00 per claimant. Their Individual Settlement shall not exceed $10.00, regardless of the size of the Reversion.

b. Reversion. To the extent a Reversion exists, that amount shall return to the Defendants and will not be distributed to the Authorized Claimants.

44. Tax Treatment of Service Award and Individual Settlement Payments. Individual Settlement Payments will be deemed income for which Defendants will issue the Authorized Claimants an IRS Form 1099 if required by law. The Plaintiff will be issued an IRS Form 1099 for the amount of the Service Award.

a. All Parties represent that they have not received, and shall not rely on, advice or representations from other parties or their agents regarding the tax treatment of payments under federal, state, or local law. In this regard, Defendants make no representations regarding the taxability of the Individual Settlement Payments.

b. Except as provided in Paragraph 42, each Party shall bear his, her, or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. Class Counsel agree that any allocation of fees among the Class Counsel and any other attorney that may be representing Plaintiff or the Class shall be the sole responsibility of Class Counsel, and Class Counsel agree to indemnify and hold harmless Defendants from any claims or liability by any other Party claiming or seeking to claim any attorneys' fees or costs.

45. Notice Procedure.

a. The Claims Administrator shall distribute the Settlement Notices and the Individual Settlement Payments.

b. Within five (5) calendar days of the Court entering the Preliminary Approval Order, Defendants shall provide to the Claims Administrator, and only the Claims Administrator, a list of Settlement Class Members that identifies for each Settlement Class Member his/her name and last known address. Defendants' Counsel agrees to consult with the Claims Administrator as required to provide the list in a format reasonably acceptable. The Claims Administrator will not divulge this class list or information on this list to Class Counsel. The Claims Administrator will keep the list strictly confidential, use it only for the purposes described herein, and take adequate safeguards to protect confidential or private information, and return or certify the destruction of the information upon completion of the Settlement Administration process.

c. Within ten (10) calendar days of the Court entering the Preliminary Approval Order, the Claims Administrator shall circulate to Defendants for confirmation the list of Settlement Class Members, which shall include their last known address, and their Individual Settlement Payment. The Claims Administrator shall also advise Class Counsel of the number of

class members, but shall not provide any identifying information, including but not limited to the last known address.

d. Within fifteen (15) calendar days of the Court entering the Preliminary Approval Order, the Claims Administrator shall send the Settlement Notice and Claim Form to each Settlement Class Member, along with a pre-paid, self-addressed return envelope. Defendants' Counsel, Class Counsel and the Claims Administrator collectively may correct immaterial errors on the Settlement Notice, Claim Form or other mailed materials without approval from the Court, provided the changes do not alter the preliminary approval by the Court.

e. Settlement Class Members will have thirty (30) calendar days from the initial mailing of Claim Forms by the Claims Administrator to submit their claims or opt out, with proof of submission date being the postmark date. Settlement Class Members will also have thirty (30) calendar days from the initial mailing of Claim Forms by the Claims Administrator to object to the Settlement in manner prescribed by Paragraph 49. Settlement Class Members must opt out of the Settlement individually. So-called "mass" or "class" opt outs, whether filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where no personal statement has been signed by each and every individual Settlement Class Member, are not allowed and will have no force or effect in this Action.

f. The Claims Administrator shall re-mail any Settlement Notice and Claim Form returned by the Post Office with a forwarding address. It shall be conclusively presumed that those Settlement Class Members whose re-mailed Settlement Notice and Claim Form is not

returned to the Claims Administrator as undeliverable within ten (10) calendar days after re-mailing, actually received the Settlement Notice and Claim Form.

g. Within seven (7) calendar days of receiving any undelivered envelopes, the Claims Administrator will perform one skip trace using Social Security numbers provided by Defendants, as needed, to verify the accuracy of the addresses provided and re-mail the Settlement Notice and Claim Form for those forms returned to sender. That Authorized Claimant will then have until the Bar Date or ten (10) calendar days after the Settlement Notice and Claim Form are re-mailed to submit their Claim Form, opt-out or object to the Settlement, whichever is later. The Parties recognize Accurint, or something comparable, is an appropriate research tool for this purpose.

h. Within seven (7) calendar days of the Claims Administrator receiving any deficient Claim Form, the Claims Administrator shall re-mail the Claim Form to the Settlement Class Member along with a return envelope, and identify the deficiency for the Settlement Class Member and inform the Settlement Class Member that he/she has until the Bar Date or ten (10) calendar days after the Claim Form is re-mailed, whichever is later, for him/her to re-submit his/her Claim Form. Any Claim Form that is cured after the ten (10) day period or the Bar Date, whichever is later, will not be considered effective. The postmark date shall determine whether Claim Form is timely cured.

i. Within seven (7) calendar days of the Court adjourning the Final Fairness Hearing or sooner if necessary and practicable, to the extent it happens, the Claims Administrator shall mail a notice of the new date and time to any Objector.

j. The Claims Administrator shall provide to the Court, at or before the Final Fairness Hearing, a declaration confirming that the Settlement Notice and related forms were

mailed to all Class Members as required by this Settlement Agreement, as well as any additional information Class Counsel deems appropriate to provide to the Court.

46. Claims-Made Nature Of The Settlement. The Settlement will be on a claims-made basis, meaning that the Parties agree, covenant, and represent that the Individual Settlement Payments shall be distributed only to Authorized Claimants. Therefore, individual Settlement Class Members will be entitled to receive an Individual Settlement Payment only if they do all of the following: (i) complete the Claim Form in its entirety; (ii) sign the Claim Form certifying that its contents are true and correct; (iii) return the Claim Form to the Claims Administrator with a postmarked date that is on or before the Bar Date; and (iv) does not opt out of the Settlement. Settlement Class Members who do not submit a timely, complete and valid Claim Form will not be entitled to any portion of the NSS, but otherwise will be bound by the terms of this Settlement.

47. Claims Procedure.

a. Upon receipt of any Claim Form within the Claim Submission Period, the Claims Administrator shall review the Claim Form to verify the information contained therein, to identify any deficiencies, and to determine the eligibility of the person submitting the Claim Form to receive an Individual Settlement Payment. In the event that a Claim Form is defective or incomplete, the Claims Administrator shall follow the process specified above in Paragraph 45.h.

b. In the event the Claims Administrator is unclear whether a deficiency exists with a Claim Form, the Claims Administrator shall send (via email) to Class Counsel and Defendants' Counsel a copy of the Claim Form to be reviewed. The Parties agree to work in good faith to determine whether the Claim Form should be deemed valid or deficient.

c. Any Settlement Class Member who fails to submit a timely, complete and valid Claim Form shall be barred from receiving any Individual Settlement Payment under this Settlement Agreement, but otherwise shall be bound by its terms. Class Counsel shall not review or consider any Claim Form postmarked after the end of the Claim Submission Period, nor shall the Defendants make any distribution whatsoever with respect to any Claim Form received after the end of the Claim Submission Period. It shall be conclusively presumed that, if a Claim Form is not postmarked on or before the Bar Date, the Settlement Class Member did not return the Claim Form in a timely manner. The only exception to this rule is if the Claim Form was re-mailed under the conditions set forth in Paragraphs 45.g. and 45.h.

d. Within seven (7) calendar days after the Bar Date, the Claims Administrator shall provide Class Counsel and Defendants' Counsel with the number of Settlement Class Members that filed claims, opt out notices or objections and the total amount of all Individual Settlement Payments to be made to Claimants. After receiving the Claims Administrator's report, Class Counsel and Defendants' Counsel shall jointly review the same to determine if the calculation of payments to Claimants is consistent with this Settlement Agreement.

e. Within ten (10) calendar days after the Bar Date, the Claims Administrator shall provide Class and Defense Counsel the declaration that will be filed when seeking final approval of the Settlement Agreement, which shall include, *inter alia*: the date the Settlement Notices were mailed; the number of returned Settlement Notices; the number of re-mailed Settlement Notices; the number of Settlement Notices that could not be re-mailed; and the number of valid Claim Forms, opt-out requests and objections, and the relative percentage of each.

48. Opt-Out Procedure and Binding Nature of This Settlement Agreement. Unless a Settlement Class Member timely opts out of the Settlement described in this Settlement Agreement, he/she shall be bound by the terms and conditions of this Settlement Agreement, and shall also be bound by the Court's Final Judgment and Order enjoining all Settlement Class Members from pursuing, or seeking to reopen, any of the Released Claims against the Released Parties, regardless of whether he or she timely submits a timely Claim Form. A Settlement Class Member will not be entitled to opt out of the Settlement established by this Settlement Agreement unless he or she does all of the following: (i) submits a proper written request to opt out of the Settlement; (ii) provides his/her name and address; (iii) signs the opt-out request; and (iv) returns the opt-out request to the Claims Administrator so that it is received or postmarked on or before the expiration of the Claim Submission Period. Plaintiff may not opt-out of the Settlement Agreement.

a. The Claims Administrator will provide a copy of all opt-out requests received within the Claim Submission Period to Defendants' Counsel within five (5) calendar days of the Bar Date or receipt thereof, whichever is later.

b. Upon receipt of any opt-out request within the Claim Submission Period, the Claims Administrator, Class Counsel and Defendants' Counsel shall review the request to verify the information contained therein, and to confirm that the request complies with the requirements of this Settlement Agreement. The Claims Administrator shall review its records to determine whether the Settlement Class Member submitted a Claim Form. If a Settlement Class Member timely submits both a Claim Form and opt-out request, the Claim Form will be considered valid, and the opt-out request rejected and void and of no effect whatsoever.

c. Upon receipt of a deficient or incomplete opt-out request, the Claims Administrator will promptly notify the Settlement Class Member of the defect or deficiency and permit the Settlement Class Member to cure the defect within ten (10) calendar days or the Bar Date, whichever is later. Any opt out request that is cured after the ten (10) calendar days period or the Bar Date will be considered ineffective, as measured by the postmark on the revised request.

d. Any Settlement Class Member who fails to submit a timely, complete and valid request to opt out of the Settlement shall be barred from opting out of this Settlement Agreement or the Settlement. The Claim Administrator shall not review or consider any opt-out request postmarked after the Bar Date (unless the ten-day cure period applies). It shall be conclusively presumed that, if an opt-out request is not postmarked on or before the Bar Date (unless the ten-day cure period applies), the Settlement Class Member did not make the request in a timely manner. A declaration submitted by any Settlement Class Member attesting to the mailing of an opt-out request on or before the expiration of the Claim Submission Period shall be insufficient to overcome the conclusive presumption that the Claim Form was not postmarked on or before the expiration of the Claim Submission Period.

49. Objections To Settlement.

a. Only Settlement Class Members who timely submit a valid claim and do not opt out of the Settlement may object to the Settlement; Settlement Class Members who do not submit a valid claim or opt out of the Settlement may not object to the Settlement. Any such objection must be filed with the Court and served on each of the Parties and the Claims Administrator by the Bar Date. The objection must explain the basis for the objection, include any supporting documents, and include a statement of whether he/she intends to appear and be

heard at the Final Fairness Hearing. Such objection also must contain the name, address, telephone number and email address (if he/she has one) of the objecting Settlement Class Member, and be personally signed by him or her. If the objecting Settlement Class Member is represented by counsel, the objection shall so state, and shall contain the counsel's name, address, telephone number, and email address. Only objecting Settlement Class Members who make objections in the manner described in this paragraph (49.a) will be considered Objectors and will therefore be permitted to be heard at the Final Fairness Hearing; Settlement Class Members who fail to make objections in the manner specified this paragraph (49.a) are not considered Objectors, shall be deemed to have waived any objections, shall be foreclosed forever from seeking review or making any objection to the Settlement or the terms of the Agreement, and shall not be permitted to be heard at the Final Fairness Hearing. If the Court adjourns the Final Fairness Hearing after the Settlement Notices set forth herein are mailed to the Class Members, the Claims Administrator shall notify any Objector of the new fairness hearing date.

b. The Claims Administrator will stamp the date any objection is received and send (via mail and email) to Class and Defense Counsel copies of each such objection, envelope, supporting documentation, and the Settlement Notice mailed to the Objector.

50. Distribution Of Settlement.

a. If approved by the Court, the Service Award and Class Counsel's Fees and Costs shall be distributed within ten (10) calendar days of the Final Effective Date. Defendants shall remit such amounts comprising the Service Award and Class Counsel's Fees and Costs to the Claims Administrator within five (5) calendar days of the Final Effective Date.

b. Within five (5) calendar days of the Final Effective Date, the Claims Administrator shall promptly provide written notice to Defendants and Class Counsel of the

number of Authorized Claimants, the total amount to be distributed to the Authorized Claimants, and the amount each Authorized Claimant will receive.

c. Within ten (10) calendar days of the Final Effective Date or five (5) calendar days of the Claims Administrator providing the written notice set forth above in Paragraph 50.b, whichever is later, Defendants shall remit to the Claims Administrator an amount equal to what is set forth in the written notice plus any additional amount necessary to cover the overage of Settlement Expenses as set forth in Paragraphs 20 and 29. This total amount, in combination with the previously remitted Class Counsel's Fees and Costs and the Service Award shall not exceed the GSS (if there is not overage of the estimated Settlement Expenses). However, in the event of an overage of Settlement Expenses as set forth in Paragraphs 20 and 29, this total amount will exceed the GSS by the amount of any such overage.

d. Within thirty (30) calendar days of the Final Effective Date or ten (10) calendar days of Defendants remitting the funds as set forth above in Paragraph 50.c, whichever is later, the Claims Administrator will distribute one check for each Authorized Claimant.

e. The checks to Authorized Claimants shall be valid for one hundred and twenty (120) calendar days. If an Authorized Claimant requests a check to be reissued within the 120-day period, the Claims Administrator will, upon confirming that the Authorized Claimant's check was not cashed, reissue that Authorized Claimant's check. Reissued checks will be valid until the later of (1) the end of the 120th calendar day period that the initial check was issued or (2) forty-five (45) calendar days after the date of the reissued check, whichever is later. To the extent any check is not deposited or cashed within the one hundred and twenty (120) calendar day time period or forty-five (45) calendar day period after the date of the reissued check, whichever is later, that amount for each such check shall revert to the Defendants.

f. Provided Defendants have received both the signed General Release of All Claims and an IRS W-9 form from Plaintiff, the Service Award shall be distributed within ten (10) calendar days of the Final Effective Date.

g. Provided Defendants have first received an IRS Form W-9 from Class Counsel, and subject to court approval, payment of Class Counsel's Fees and Costs shall be made by wire transfer to an account Class Counsel designates within ten (10) calendar days after the last of (i) the Final Effective Date, (ii) the Court's Order awarding Class Counsel's Fees and Costs, and (iii) Class Counsel providing to Defendants and the Claims Administrator the requisite wire transfer instructions. Upon payment of Class Counsel's Fees and Costs, Defendants shall have no other payment obligations owed to Class Counsel relating to this case for any amount, individually or collectively, directly or indirectly, unless ordered by the Court, including, by way of example and not by limitation, a motion to enforce the terms of this Settlement Agreement. Defendants reserve the right to oppose any fee request made in connection with any efforts to enforce the terms of this Settlement Agreement, including, but not limited to, any motion to enforce the terms of this Agreement.

h. Aside from the Settlement Expenses defined in Paragraph 29 above, Defendants shall not be obligated to make any payments contemplated by this Settlement Agreement unless and until the Court enters the Final Order and Final Judgment, and after the Final Effective Date of the Settlement Agreement, and no amounts will be owed or payable until any appeals or other collateral attacks have lapsed or have been favorably resolved in favor of the Settlement and no further challenge to the Settlement is possible. The Settlement Expenses will be paid in accordance with the terms of the agreement between Defendants and the Claims Administrator.

51. Preliminary Approval Of Settlement.

a. Within ten (10) calendar days of full execution of this Settlement Agreement by all parties, the Parties shall file a joint motion in the Action requesting that the Court enter the Preliminary Approval Order (as described in Paragraph 15) based on an agreed-upon Settlement schedule, subject to court approval if necessary.

b. Class Counsel shall provide Defendants with a reasonable opportunity to review, and provide comments on, the joint motion for preliminary approval of the Settlement before the joint motion and supporting papers are filed with the Court.

52. Non-interference With Claims Procedure. The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Settlement Class Members to submit requests for exclusion or objections to the Settlement or to appeal from, attack or challenge the Final Order and Final Judgment.

53. Final Approval of the Settlement. Plaintiff will request, and Defendants will concur in the request, that the Court enter, after the Final Fairness Hearing, the Final Approval Order and Final Judgment. Class Counsel shall draft the Final Approval Order in the form that is consistent with this Settlement Agreement, the Court's Order(s) and subject to Defendants' prior review and approval.

54. Defendants' Right to Terminate Settlement Agreement. If a total of twenty-five (25) or more of the Settlement Class Members timely opt out of the Settlement, Defendants may elect to void this Settlement Agreement within fifteen (15) calendar days after notification by the Claims Administrator of the number and identity of the opt outs. Defendants shall provide written notice of such withdrawal to Class Counsel. In the event that Defendants elect to so withdraw, the withdrawal shall have the same effect as a termination of this Settlement

Agreement for failure to satisfy a condition of Settlement, and the Settlement Agreement shall become null and void *ab initio* and have no further force or effect.

55. Representation of Opt-Outs. Class Counsel agrees that this Settlement Agreement is fair, reasonable and in the best interest of the Settlement Class Members. Class Counsel certifies under penalty of perjury to Defendants and the Court that, as of the date of this Settlement Agreement, they do not represent and are not soliciting any individuals for the purpose of initiating a new lawsuit of any kind whatsoever against any of the Released Parties (as defined herein in Paragraph 26). The Court retains jurisdiction to enforce this provision as appropriate, including to award the Released Parties reasonable attorney's fees and costs. Class Counsel further agrees that Class Members who seek to opt out of this Settlement should be represented by counsel who is of the belief that the Settlement Agreement is not fair, reasonable and in the best interest of the Settlement Class Members. Class Counsel shall accordingly not solicit opt-outs and, if contacted, shall refer any such opt-outs to the applicable state bar association or other referral organization for appropriate counsel in any subsequent litigation against the Released Parties.

56. Public Statements. Class Counsel agrees not to make any statements, directly or indirectly, to any media source or social media concerning the Settlement prior to the Court granting preliminary approval of the Settlement Agreement. Class Counsel further agrees not to make any statements, directly or indirectly, to any media source or social media prior to the Court entering the Preliminary Approval Order unless Defendants consent to the making of the statement and to the statement's language.

57. Waiver of Appeal. Subject to preliminary and final approval of this Settlement, on the specific terms as agreed to by the Parties, and only as to those specific terms and no others, each Party expressly waives its right to appeal.

58. CAFA Notices.

a. No later than ten (10) calendar days of the Court entering the Preliminary Approval Order, the Claims Administrator shall mail the notices required under the Class Action Fairness Act, 28 U.S.C. § 1715(a), to the Federal and any applicable state Attorneys General and Departments of Labor.

b. The Claims Administrator shall file with the Court a certification of the date upon which the CAFA notices were served.

59. Option to Void Settlement Agreement If Settlement Not Finalized. If for any reason the Settlement set forth in this Settlement Agreement is not approved by the Court, in whole or in part, or if preliminary or final approval is not given in whole or in part, or a Final Judgment is not entered, Plaintiff or Defendants, or the parties collectively, have the right to elect to nullify and void the Settlement. Should an election to nullify and void this Settlement is made, the orders, judgment, and dismissal to be entered under this Settlement Agreement shall be vacated; and the Parties will be returned to the status quo prior to entering into this Settlement Agreement with respect to the Action, as if the Parties had never entered into this Settlement Agreement. In addition, in such event, the Settlement Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto, and evidence relating to the Settlement Agreement and all negotiations shall not be admissible or discoverable in the Action or otherwise.

60. Non-Disparagement. Plaintiff and Class Counsel agree not to make any negative or disparaging statements about, or to intentionally do anything that damages the Defendants' reputation, financial status or business relationships.

61. Invalidation Of Settlement Agreement For Failure To Satisfy Conditions. The terms and provisions of Paragraphs 1 through 74 of this Settlement Agreement are not recitals, but are deemed to constitute contractual terms. In the event that any of the terms or conditions set forth in Paragraphs 1 through 74 of this Settlement Agreement are not fully and completely approved by the Court and satisfied, this Settlement Agreement shall terminate at the option of either Party, or both, and all terms of the Settlement Agreement, including any payments by Defendants, shall be null and void. Without limiting the generality of the foregoing, if this Settlement Agreement is terminated for failure to satisfy any of the terms or conditions of Paragraphs 1 through 74 of this Settlement Agreement:

a. Defendants shall not be obligated to create or maintain any type of settlement fund, and shall not be obligated to make any Individual Settlement Payment to any Settlement Class Member, to any Authorized Claimant, to Class Counsel, or to the Plaintiff.

b. This Settlement Agreement and all negotiations, court orders and proceedings relating thereto shall be without prejudice to the rights of the Plaintiff, Settlement Class Members and Defendants, each of whom shall be restored to their respective positions existing prior to the execution of this Settlement Agreement, and evidence relating to the Settlement Agreement and all negotiations shall not be discoverable or admissible in the Action or any other litigation for any reason of any kind whatsoever.

c. Defendants will not have waived, and instead expressly reserve, their right to challenge the continuing propriety of class certification for any purpose, and to raise any other defense in the Action, without exception of any kind whatsoever.

d. To the extent one exists, the Preliminary Approval Order shall be vacated in its entirety and neither this Settlement Agreement, the Preliminary Approval Order, nor any other document in any way relating to any of the foregoing, shall be relied upon, referred to or used in any way for any purpose in connection with any further proceedings in this Action or in any related action, including class certification proceedings. The Parties agree and understand, however, that none of these limitations apply to (a) any discovery conducted by either Party, and (b) any subsequent information obtained by either Party in the normal course of discovery in this Action.

62. Notices. All notices, requests, demands and other communications required or permitted to be given under this Settlement Agreement shall be in writing, and shall be delivered by First Class Mail, unless otherwise specified, to the attorneys listed in the caption above and to the Claims Administrator.

63. Modification In Writing. This Settlement Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to this Settlement Agreement. This Settlement Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

64. Ongoing Cooperation. Plaintiff and Defendants and each of their respective counsel shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement. The executing of documents must take place prior to the Final Settlement Hearing.

65. Binding on Successors. This Settlement Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

66. Entire Agreement. This Settlement Agreement constitutes the full, complete and entire understanding, agreement and arrangement between Plaintiff and the Settlement Class Members on the one hand and Defendants on the other hand with respect to the settlement of the Action and the Released Claims against the Released Parties. This Settlement Agreement supersedes any and all prior oral or written understandings, agreements and arrangements between the Parties with respect to the settlement of the Action and the Released Claims against the Released Parties. Except those set forth expressly in this Settlement Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Action and the Released Claims against the Released Parties.

67. Execution In Counterparts. This Settlement Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies thereof (including facsimile and/or electronic copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

68. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

69. Governing Law. This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of Texas, without regard to conflict of law rules.

70. Reservation Of Jurisdiction. Notwithstanding the dismissal of this Action and entry and filing of Final Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Settlement Agreement.

71. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

72. Warranties And Representations. With respect to themselves, each of the Parties to this Settlement Agreement and/or their agents or counsel represent, covenant and warrant that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement Agreement and have duly authorized the execution, delivery and performance of this Settlement Agreement, and (b) the person executing this Settlement Agreement has the full right, power and authority to enter into this Agreement on behalf of the Party for whom he/she has executed this Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Agreement.

73. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the

Agreement, and that after entry by the Court of the Final Judgment, Defendants may distribute funds to Authorized Claimants, Class Counsel, and Plaintiff as provided by this Agreement.

74. Authorization By Plaintiff. Plaintiff authorizes Class Counsel to sign this Agreement and further agrees not to request to be excluded from the Settlement Class and not to object to any terms of this Agreement. Any such request for exclusion or objection shall therefore be void and of no force or effect.

[SIGNATURES ON NEXT PAGE]

Dated: __, 2016
Houston, Texas.
10/20/2016

Jeffrey K. Landrum
Plaintiff/Class Representative

Dated: __, 2016
_____.

DEFENDANTS

APPROVED AS TO FORM:

Dated: __, 2016
Houston, Texas.
10/20/16

ALI S. AHMED, P.C.

Salar Ali Ahmed
Attorney for Plaintiffs

Dated: October 17, 2016
San Francisco, California.

LITTLER MENDELSON, P.C.

Rod M. Fliegel
Attorney for Defendants

Dated: __, 2016
Houston, Texas.

Jeffrey K. Landrum
Plaintiff/Class Representative

Dated: __, 2016
_____.

DEFENDANTS

APPROVED AS TO FORM:

Dated: __, 2016
Houston, Texas.

ALI S. AHMED, P.C.

Salar Ali Ahmed
Attorney for Plaintiffs

Dated: October 17, 2016
San Francisco, California.

LITTLER MENDELSON, P.C.

Rod M. Fliegel
Attorney for Defendants

Dated: __, 2016
Houston, Texas.

Jeffrey K. Landrum
Plaintiff/Class Representative

Dated: __, 2016
_____.

DEFENDANTS

APPROVED AS TO FORM:

Dated: __, 2016
Houston, Texas.

ALI S. AHMED, P.C.

Salar Ali Ahmed
Attorney for Plaintiffs

Dated: __, 2016
San Francisco, California.

LITTLER MENDELSON, P.C.

Rod M. Fliegel
Attorney for Defendants

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JEFFREY K. LANDRUM,	§	
FOR HIMSELF AND ON BEHALF OF ALL	§	
OTHERS SIMILARLY SITUATED	§	
	§	
PLAINTIFFS,	§	
	§	
V.	§	
	§	
ENVISION HEALTHCARE HOLDINGS, INC.	§	**NO. 4:15-CV-702**
D/B/A EMCARE, D/B/A EVOLUTION HEALTH,	§	
D/B/A AMERICAN MEDICAL RESPONSE, D/B/A	§	
AIR AMBULANCE SPECIALISTS, D/B/A	§	
MEDICWEST, D/B/A GUARDIAN	§	
HEALTHCARE AND REIMBURSEMENT	§	
TECHNOLOGIES,	§	
	§	
DEFENDANT.	§	

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF ENVISION HEALTHCARE CORPORATION, EMS MANAGEMENT, LLC OR AMERICAN MEDICAL RESPONSE OF TEXAS, INC. PROCURED YOUR CONSUMER REPORT (BACKGROUND CHECK) BETWEEN MARCH 1, 2013, AND SEPTEMBER 1, 2015, YOU COULD RECEIVE A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

A FINAL APPROVAL HEARING ON THE PROPOSED SETTLEMENT IS SCHEDULED FOR _____, 2016 AT _____.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS CONCERNING THE SETTLEMENT OF THE LAWSUIT. IF THE COURT APPROVES THE SETTLEMENT, YOU WILL BE BOUND BY ITS TERMS UNLESS YOU AFFIRMATIVELY OPT OUT OF THE SETTLEMENT.

1. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit was filed on March 16, 2015, in the United States District Court for the Southern District of Texas – Houston Division (the "Lawsuit").

The Lawsuit was filed by Jeffrey K. Landrum against Envision Healthcare Corporation, EMS Management, LLC and American Medical Response of Texas, Inc. ("Defendants"). These companies' businesses are more recognized under the names "AMR" or "American Medical Response." Plaintiff Jeffrey K. Landrum alleges Defendants willfully violated the federal Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681b(b)(2), because they did not make a clear and conspicuous disclosure in writing that a consumer report would be obtained for employment purposes, in a document that consists solely of the disclosure.

Defendants contend they complied with the FCRA at all times. The Court has not determined whether Defendants violated the FCRA.

The Settlement Class for this Lawsuit is defined to include:

> All employees and/or prospective employees who executed a disclosure form any time between the class period beginning March 1, 2013, and ending September 1, 2015, authorizing the Defendants to obtain a background check (consumer report) pertaining to such employee/prospective employee.

You are receiving this notice because you fit in the Settlement Class definition.

2. WHAT CAN I GET OUT OF THE SETTLEMENT?

A $155,000.00 settlement fund will be used to make cash payments to the Settlement Class. This fund will also be used to pay for the cost associated with administering this settlement, court-awarded attorneys' fees and costs, and a service award to Plaintiff Jeffrey K. Landrum. You will receive a check based on a pro rata distribution of the net settlement funds not to exceed $10.00 if you timely submit a claim and do not opt out of the settlement.

3. WHO ARE THE ATTORNEYS REPRESENTING THE CLASS AND HOW WILL THEY GET PAID?

The Court has appointed lawyers to represent the class ("Class Counsel"), but you may enter an appearance in this case through an attorney of your own choosing if you want. If you do so, you will have to pay for your own lawyer. The attorneys who the Court has appointed as Class Counsel are:

Salar Ali Ahmed, Esq.
ALI S. AHMED, P.C.
One Arena Place
7322 Southwest Freeway, Suite 1920
Houston, Texas 77074

Class Counsel will seek attorneys' fees and costs in the amount of $100,000.00, subject to the Court's approval. The attorneys' fees and costs will be paid from the settlement fund.

4. WHAT ARE THE OTHER MONETARY TERMS OF THE SETTLEMENT?

Plaintiff Jeffrey K. Landrum will be awarded a service award in the amount of $5,000.00, subject to the Court's approval. This payment is in recognition of the many hours of service he contributed on behalf of the Settlement Class, and in recognition of the inherent risks of being a named plaintiff. This award will be paid from the settlement fund. The cost of administering this settlement will also be paid from the settlement fund. Your individual settlement payment will not increase if the Court decreases the requested attorneys' fees and costs, or the service award.

5. WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

You give up your right to sue or file a lawsuit against Defendants and the other Released Parties (defined below) regarding the legal issues that were raised or could have been raised in this Lawsuit. Giving up your legal claims is called a "release." The Released Parties collectively include the Defendants, Info Cubic, LLC (the credit reporting agency), all affiliated entities, and their past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint ventures, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and future officers, directors, trustees, agents (including consumer reporting agencies), employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plan sponsored or administered by Defendants or affiliated entities, or divisions, units, branches, and any other persons or entities acting on their behalf, including any party that was or could have been named as a defendant in the Action. You will be releasing these Released Parties from any and all claims under the federal Fair Credit Reporting Act or any state and local law equivalent and any and all derivative claims arising during the period between March 1, 2013, and September 1, 2015. This includes all types of relief available for the above referenced theories of relief, including, without limitation, any claims for civil penalties, actual or statutory damages, compensatory damages, punitive damages, fines, liens, attorneys' fees, costs, expenses, interest, injunctive or declaratory relief, equitable relief, or similar relief. You also will be relinquishing your right to assert any class, collective or mass action (including any mass action asserted under the Class Action Fairness Act or "CAFA") against the Released Parties for any of the claims that are released by the settlement.

6. HOW CAN I COLLECT MY SHARE OF THE SETTLEMENT?

In order to collect your share of the settlement, you must completely fill out and submit a claim form. Attached to this Notice is a claim form that you must fill out, sign and mail, postmarked on or before [INSERT BAR DATE], to:

[ADMINISTRATOR INFORMATION]

7. HOW DO I OPT-OUT OF THE SETTLEMENT CLASS?

You have the option of opting-out of the Settlement Agreement if you do not want to participate in the Settlement. To opt-out of the Settlement Agreement you must do so by [INSERT BAR DATE]. If you do not opt-out, you will be bound by the terms of the Settlement Agreement. To opt-out, you must mail a letter that specifically states, "I ELECT TO EXCLUDE MYSELF FROM THE SETTLEMENT IN LANDRUM V. AMR," postmarked no later than [INSERT BAR DATE]. You must include your name and address in the letter and sign it. If you choose to opt-out, send your letter to:

[ADMINISTRATOR INFORMATION]

8. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?

If you wish to present objections to the proposed settlement at the Final Fairness Hearing as described in Paragraph 9 below, you must first do so in writing. Written objections must be filed with the Court and mailed to the Claims Administrator at the address listed above in Paragraph 7. The Claims Administrator will provide copies to Class Counsel and Defense Counsel. Your objections must be postmarked by [INSERT BAR DATE].

Written objections must contain your name and address, must be signed by you, and must include reference to the matter of "No. 4:15-cv-00702, *Jeffrey K. Landrum, For Himself and on Behalf of All Others Similarly Situated v. Envision Healthcare Holdings, Inc., et al.*; In the United States District Court for The Southern District of Texas, Houston Division." If you object to the settlement and intend to appear at the Final Fairness Hearing, you must include with your written objection an explanation of the basis for the objection, any supporting documents, and a statement that you intend to appear and be heard at the Final Fairness Hearing. If counsel represents you, the objection shall so state, and shall contain your counsel's name, address, telephone number, and email address. If you do not comply with the foregoing procedures and deadlines for submitting written comments or appearing at the hearing, you will not be entitled to be heard at the hearing, contest, or appeal from approval of the settlement or any award of attorneys' fees or expenses, or contest or appeal from any other orders or judgments of the Court entered in connection with the settlement. The Parties may file with the Court written responses to any filed objections. You cannot object to the Settlement and opt-out of the Settlement Class. If you opt-out, you have no basis to object because the case no longer affects you. You must submit a valid, timely claim form to object.

9. WHEN IS THE FINAL FAIRNESS HEARING?

A hearing before the Honorable Melinda Harmon, U.S.D.J., will be held on _____ at _____ m. at the United States District Court, 515 Rusk Avenue, Houston, Texas 77002 (the "Fairness Hearing"). The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate and reasonable and should be approved by the Court. The Court will take into account any comments or objections filed by you in accordance with the procedures described above.

10. HOW CAN I EXAMINE COURT RECORDS?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court. Additionally, if you have questions about this Notice or want additional information, you should contact the Claims Administrator.

YOU ARE NOT TO CALL THE COURT WITH ANY QUESTIONS.

EXHIBIT B
INDIVIDUAL SETTLEMENT CLASS MEMBER CLAIM FORM

[ADMINISTRATOR INFORMATION]

TO SHARE IN THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM AND HAVE IT POSTMARKED NO LATER THAN [BAR DATE]

CORRECTIONS OR ADDITIONAL INFORMATION

Write any name and address corrections below if any is necessary OR if there is no preprinted data to the left, please legibly provide your name and address here:

_____

_____

_____

_____

Telephone Number:

The records of Envision Healthcare Corporation, EMS Management, LLC and American Medical Response of Texas, Inc. (collectively "Defendants") indicate that you were the subject of a background check report ordered by Defendants between March 1, 2013, and September 1, 2015. Provided that you timely submit this Claim Form, and the settlement becomes final, you will receive a pro rata distribution of the net settlement funds not to exceed $10.00, as further described in the Notice of Class Action Settlement and Final Fairness Hearing that accompanies this Claim Form.

By signing this form, you will be releasing the Released Parties from the claims released in the Settlement as explained in the Notice of Proposed Class Action Settlement.

By signing this form, you declare under penalty of perjury under the laws of the state in which you reside that all information contained on this Claim Form is true and correct, and you have read the Notice of Proposed Class Settlement, will be bound to the Release and other terms of the Settlement therein, are entitled to the Settlement payment and that no other person and or entity has a claim to any settlement monies that you will receive.

Date: _____

_____
(Sign your name here)

_____
(Print your name here)

Exhibit - C

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims ("**Agreement**") is entered into voluntarily by and between Jeffrey K. Landrum ("**Landrum**") and Defendants Envision Healthcare Holdings, Inc., *et al.* ("**EVHC**" or "**the Company**") (collectively, the "**Parties**") to settle fully and finally all claims asserted or that could have been asserted by Landrum against the Company in the lawsuit styled *Jeffrey K. Landrum v. Envision Healthcare Holdings, et al.* in the United States District Court for the Southern District of Texas (the "**Litigation**").

WHEREAS, in the Litigation, Landrum alleges that the Company did not comply with the provisions of the Fair Credit Reporting Act ("FCRA") governing certain employment-related disclosures regarding consumer reports;

WHEREAS, Landrum represents that, except for the Litigation, Landrum has not filed any other complaints or charges against the Company or any of the other Released Parties (as defined herein);

WHEREAS, the Company denies Landrum's allegations, and further denies that it engaged in any alleged unlawful, unfair or improper conduct; and

WHEREAS, in connection with the class-wide settlement of the Litigation, and subject to court approval, the Parties intend through this Agreement, which is an exhibit to the class-wide settlement agreement, to memorialize their intent to fully and finally resolve all claims and disputes between Landrum, as an individual, and the Company, including but not limited to those asserted in the Litigation;

NOW, THEREFORE, for full and valuable consideration, and based upon the foregoing recitals and the terms, covenants and conditions contained herein, the Parties voluntarily agree as follows:

1. **Consideration**. In consideration for Landrum's execution of this Agreement, the Company will pay Landrum the gross amount of **Five Thousand Dollars and No Cents ($5,000.00)**, without deductions or withholdings (the "**Settlement Amount**"). Subject to court approval, the Settlement Amount, which is Landrum's service award for serving as the named plaintiff in the Litigation, and only that amount, will be paid in one check payable to "Jeffrey K. Landrum" for the Settlement Amount. Subject to final approval by the Court of the class-wide settlement, and only after the effective date of that settlement (based on the definition of the term "effective date" in that separate agreement), the Settlement Amount will be mailed to Landrum at the address listed in Paragraph 16 within 10 business days after receipt by counsel for EVHC, Rod. M. Fliegel, Littler Mendelson, P.C., of a copy of this Agreement with Landrum's signature and initials. The Company shall deliver all applicable tax forms in accordance with applicable laws and regulations.

Jeffrey K. Landrum Initials: JKL

2. **General Release.**

(a) In consideration for this Agreement and the Settlement Amount in Paragraph 1, Landrum for himself and his heirs, assigns, executors, administrators, agents and successors, past and present (collectively, the "**Landrum Affiliates**"), hereby fully and without limitation releases, and forever discharges, EVHC and Info Cubic, LLC, and their subsidiaries, parent companies and affiliates, and their respective predecessors, successors, assigns, current and former employees, shareholders, members, officers, directors, managers, agents, subcontractors, customers, attorneys, and insurers, and all persons acting by, through, under or in concert with them (collectively, the "**Released Parties**"), both individually and collectively, from any and all rights, claims, demands, liabilities, actions and causes of action (whether in law or in equity), suits, damages, losses, attorneys' fees, costs, and expenses, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected (collectively, the "**Released Claims**"), that Landrum and/or the Landrum Affiliates have or may have or may claim to have against some or all of the Released Parties for any acts or omissions on or before the date that Landrum signs this Agreement. The Released Claims include but are not limited to those claims that arise out of or are related in any way to the procurement of consumer reports concerning Landrum, including any alleged violation of any federal or state laws, regulations and/or rules including the FCRA and any state law equivalents, as well as common law duties including unfair competition, unfair business practices, negligence, defamation, false light, infliction of emotional distress and invasion of privacy. The Released Claims also include but are not limited to any claims that arise from or relate to Landrum's application for employment with the Company, the Company's handling of that application and grant of employment, and Landrum's subsequent termination from the Company. The Parties acknowledge that they might hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the Released Claims, and they expressly agree to assume the risk of possible discovery of additional or different facts, and further agree that this Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts.

(b) The release set forth above in Paragraph (a) is a General Release of All Claims of any nature whatsoever and is intended to encompass all known and unknown, foreseen and unforeseen Claims that Landrum or the Landrum Affiliates has or may have against the Company or the other Released Parties, or any of them, as of the date of the Agreement. Landrum hereby agrees that all rights under California Civil Code section 1542, and any equivalent law in any other jurisdiction, are hereby voluntarily waived by him as to the matters encompassed by the Agreement. Section 1542 provides as follows:

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

(c) Landrum agrees that, to the extent any Released Claims against the Company and/or the other Released Parties might be encompassed within or by any pending or future class action, representative action or collective action, Landrum and the Landrum Affiliates will affirmatively "opt out" of or otherwise not elect to participate in that action and will not assist

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with the prosecution of such action nor directly or indirectly seek nor accept any recovery therein.

(d) Landrum agrees that he will not apply for any employment, consulting or contracting relationship with the Company or any of the Released Parties. Landrum further agrees that if he violates this provision, the Company or any of the Released Parties will have the complete and unfettered right to immediately and summarily reject his application for employment or terminate his employment or consulting or contractual relationship. Landrum will also be in breach of this Agreement. Landrum agrees that his forbearance to seek future employment is purely contractual and is in no way involuntary, discriminatory or retaliatory.

(e) Landrum agrees not to directly or indirectly solicit or in any way encourage or assist in the assertion or prosecution of any kind of claims against any of the Released Parties by any third parties, including applicants for employment with, and employees of, the Company.

(f) Nothing in this Agreement prevents Landrum from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this Agreement Landrum is waiving rights to individual relief (including any money damages or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Landrum or on Landrum's behalf by any third party, except where such a waiver of individual relief is prohibited.

3. **Job Offer Acceptance**. Landrum acknowledges and agrees that the Company offered him employment and confirmed the job offer following his background check, and that Landrum accepted the Company's job offer.

4. **No Assignment**. Landrum warrants that he and/or the Landrum Affiliates have made no assignment, and will make no assignment, of the Released Claims, and that no other person or entity of any kind had or has any interest therein, including any lien for attorneys' fees and costs or otherwise.

5. **No Admission of Liability**. It is expressly understood and agreed that this Agreement is entered into solely for the purpose of avoiding the expense and inconvenience of litigation, and that this Agreement is not to be construed as an admission by any of the Released Parties of any liability whatsoever.

6. **Severability**. The provisions of this Agreement, which is subject to court approval, are severable. If any provision of this Agreement is declared invalid or unenforceable, the ruling will not affect the validity and enforceability of any other provision of this Agreement.

7. **No Reliance**. Landrum acknowledges that he has had the opportunity to conduct an investigation into the facts and evidence relevant to his decision to sign this Agreement. Landrum acknowledges that, in deciding to enter into this Agreement, he has not relied on any

promise, representation or other information not contained in this Agreement. By entering into this Agreement, Landrum is assuming all risks that he may be mistaken as to the true facts, or may have been led to an incorrect understanding of the true facts. Landrum will have no claim to rescind this Agreement on the basis of any alleged mistake, misrepresentation or failure to disclose any fact.

8. **No Waiver**. Failure by any of the Released Parties to insist on compliance by Landrum with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition.

9. **Governing Law and Forum**. This Agreement is made under the laws of the State of Texas, including its statutes of limitation, without regard to otherwise applicable principles of conflicts of laws, whether of the State of Texas or any other jurisdiction. Any action arising out of or relating to this Agreement must be brought in state or federal court in Harris County, Texas.

10. **Execution**. Delivery of executed signature pages in one or more counterparts shall be sufficient to render this Agreement effective in accordance with its terms. Each counterpart shall be deemed an original, but all counterparts collectively shall constitute only one instrument. The Parties agree that a copy of this Agreement is binding and valid just as the signed original would be binding and valid.

11. **Fees and Expenses**. In the event that any of the Released Parties have to take measures to enforce this Agreement, including the Company, they or it will be entitled to an award of reasonable attorneys' fees and costs.

12. **Authority to Execute**. Each of the Parties represents and warrants that it is competent to enter into this Agreement and has the full right, power and authority to enter into and perform the obligations under this Agreement. Landrum further represents and warrants that he has all authority to enter into this Agreement (including, if he is married, on behalf of his marital community), and that he has not transferred any interest in any claims to his spouse or to any other third party.

13. **Representation by Counsel**. Each party acknowledges that Landrum has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Moreover, Landrum represents that Landrum has carefully read and fully understands each of the provisions of this Agreement, that Landrum had the opportunity to confer with legal counsel, and that Landrum is voluntarily entering into this Agreement. Any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the Company as the party that drafted it has no application and is expressly waived by Landrum.

14. **Notices**. Any notices, requests, demands, or other communications provided for by this Agreement shall be sufficient if in writing and personally delivered or sent by an overnight service or sent by first class registered or certified U.S. mail to the following addresses:

Jeffrey K. Landrum Initials: JKL

If to Landrum:

Jeffrey K. Landrum
[Address]

If to EVHC:

Envision Healthcare Holdings, Inc.
[Address]

Attention: General Counsel

With a copy to:
Rod M. Fliegel, Esq.
Littler Mendelson, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and General Release of All Claims on the dates set forth hereinafter.

Dated: 9/12/2016

JEFFREY K. LANDRUM:

Dated: _____

Envision Healthcare Holdings, Inc.:

By: _____

Name: _____

Title: _____

Firmwide:140155766.1 035955.1125

Jeffrey K. Landrum Initials: JKL

Exhibit - D

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JEFFREY K. LANDRUM,	§	
FOR HIMSELF AND ON BEHALF OF ALL	§	
OTHERS SIMILARLY SITUATED	§	
	§	
PLAINTIFFS,	§	
	§	
V.	§	
	§	
ENVISION HEALTHCARE HOLDINGS, INC.	§	**NO. 4:15-CV-702**
D/B/A EMCARE, D/B/A EVOLUTION HEALTH,	§	
D/B/A AMERICAN MEDICAL RESPONSE, D/B/A	§	
AIR AMBULANCE SPECIALISTS, D/B/A	§	
MEDICWEST, D/B/A GUARDIAN	§	
HEALTHCARE AND REIMBURSEMENT	§	
TECHNOLOGIES,	§	
	§	
DEFENDANT.	§	

JOINT STIPULATION AND [PROPOSED] CONSENT ORDER

Plaintiff Jeffrey K. Landrum ("Plaintiff"), and Defendants Envision Healthcare Holdings, Inc., *et al*. (together, "Defendants") (together with Plaintiff, the "Parties"), by and through their respective counsel of record, hereby stipulate as follows:

WHEREAS, before filing this lawsuit, Plaintiff investigated Defendants' compliance with the Fair Credit Reporting Act ("FCRA") and like laws, including with respect to Defendants' disclosures to prospective employees regarding the fact that Defendants conduct background checks on prospective employees (the "Background Check Disclosures and Procedures").

WHEREAS, during the pendency of the lawsuit, Plaintiff has continued to investigate Defendants' compliance with the FCRA, including but not limited to reviewing and analyzing pre-mediation disclosures submitted by Defendants to Plaintiff prior to and during mediation.

WHEREAS, the Parties have reached a settlement agreement that will resolve the lawsuit, pending final settlement approval by this Court.

WHEREAS, as part of that settlement agreement, Plaintiff has agreed to entry of this Proposed Consent Order, the Parties intend to promptly file a Motion for Preliminary Approval, attaching a copy of the settlement agreement, together with this Proposed Consent Order.

WHEREAS, no final judgment, order, or proceeding has been entered in this lawsuit.

NOW THEREFORE, the Parties hereby stipulate, subject to the approval of this Court, that since September 1, 2015, Defendants' Background Check Disclosures and Procedures have complied with the FCRA.

IT IS SO ORDERED.

Dated: _____, 2016

_____
United States District Judge

Dated: October 17, 2016

Respectfully submitted,

/s/ Melissa J. Judd

Melissa J. Judd (Attorney-in-Charge)
Federal I.D. No. 32408
State Bar No. 24032945
LITTLER MENDELSON, P.C.
1301 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 951-9400
Telecopier: (713) 951-9212

ATTORNEYS FOR DEFENDANTS

Dated: October 17, 2016

Respectfully submitted,

/s/ Salar Ali Ahmed

Salar Ali Ahmed (Attorney-in-Charge)
Federal I.D. 32323
State Bar No. 24000342
ALI S. AHMED, P.C.
One Arena Place
7322 Southwest Freeway, Suite 1920
Houston, Texas 77074
Telephone: (713) 223-1300
Fax: (713) 255-0013

ATTORNEY FOR PLAINTIFF, AND
MEMBERS OF THE PUTATIVE CLASS

CERTIFICATE OF SERVICE

I hereby certify that, on October 17, 2016, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following:

Salar Ali Ahmed
ALI S. AHMED, P.C.
One Arena Place
7322 Southwest Freeway, Suite 1920
Houston, Texas 77074

ATTORNEY FOR PLAINTIFF
AND MEMBERS OF THE PUTATIVE CLASS

/s/Melissa J. Judd
Melissa J. Judd