

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If You Were Notified Of A Data Incident Involving Magellan Health, Inc. In 2020, You May Be Eligible For Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this notice.

A proposed settlement has been reached in a class action lawsuit, titled *Griffey et al. v. Magellan Health, Incorporated*, Case No. CV-20-01282-PHX-MTL (“Lawsuit”), filed in the United States District Court for the District of Arizona.

This Lawsuit arises out of a 2020 phishing incident, involving Magellan (the “Data Incident”). Plaintiffs allege that the Data Incident potentially resulted in unauthorized access by a third party to a subset of data on Magellan’s corporate server, which may have included the personally identifiable information (“PII”) and protected health information (“PHI”) of Magellan’s current and former employees and consumers. Magellan disagrees with Plaintiffs’ claims and denies any wrongdoing.

The Settlement Class consists of two groups – those who were notified that their Social Security numbers were potentially accessed in the Data Incident (the Common Fund Settlement Class), and those who were notified that their Social Security numbers were not involved in the Data Incident (the Claims-Made Settlement Class). The settlement benefits available depend upon which group you are in.

Common-Fund Settlement Class Members may submit a Claim for the following benefits from the settlement: (1) \$100 cash payment, adjusted up or down depending upon the number of claims approved, and in lieu of any other benefits, *or* (2) reimbursement for up to \$5,000 for (a) documented out-of-pocket expenses, and (b) up to five (5) hours of lost time spent dealing with the Data Incident (at \$25 per hour). You must submit a Claim Form to receive these benefits.

Claims-Made Settlement Class Members may submit a Claim for the following benefits from the settlement: (1) reimbursement for up to \$750 for (a) documented out-of-pocket expenses and (b) reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (at \$20 per hour); *and* (2) a 12-month subscription for identity-theft protection services. You must submit a Claim Form to receive these benefits.

You are included in this settlement as a Settlement Class Member if you were notified that your PII/PHI may have been impacted in the Data Incident.

Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

The Court in charge of this case must still decide whether to approve the settlement, including Class Counsel’s request for attorneys’ fees and service awards for the Class Representatives. No settlement benefits will be provided until the Court approves the settlement, and it becomes Final.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

| | |
|----------------------------|--|
| Submit a Claim Form | You must submit a Valid Claim Form to receive settlement benefits. Claim Forms must be submitted online by December 21, 2023 , or, if mailed, postmarked no later than December 21, 2023 . |
| Do Nothing | If you do nothing, you remain in the settlement. You give up your rights to sue and you will not get any money. |
| Exclude Yourself | Get out of the settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not receive any settlement benefits from the settlement. Your request to exclude yourself must be postmarked no later than November 21, 2023 . |
| File an Objection | Stay in the settlement but tell the Court why you think the settlement or Class Counsel’s request for attorneys’ fees and service awards should not be approved. Objections must be postmarked no later than November 21, 2023 . You will still be bound by the settlement if the Court approves it. |
| Go to a Hearing | You can ask to speak in Court about the fairness of the settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for Thursday, February 8, 2024, at 9:30 a.m. (Arizona) . |

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BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and settlement?

You are a Settlement Class Member if you were notified that your PII and/or PHI may have been impacted by the Data Incident.

The Settlement Class specifically excludes: (i) Magellan and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or magistrate assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a Court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

This notice explains the nature of the Lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Griffey et al. v. Magellan Health, Incorporated*, Case No. CV-20-01282-PHX-MTL, filed in the United States District Court for the District of Arizona. The judge is the Honorable Michael T. Liburdi. The persons who sued are called the “Plaintiffs” and the company they sued, Magellan Health, Inc., is known as the “Defendant” in this case. Magellan will be called “Defendant” in this notice.

Plaintiffs filed a Lawsuit against Defendant, individually, and on behalf of anyone whose personally identifiable information (“PII”) and protected health information (“PHI”) was potentially impacted as a result of the Data Incident.

This Lawsuit arises from a 2020 phishing incident wherein a Magellan employee clicked on a phishing email that resulted in a cybercriminal accessing a subset of data on a Magellan corporate server and subsequently deploying ransomware to encrypt Magellan’s files (the “Data Incident”). Plaintiffs allege that as a result of the Data Incident, the cybercriminals gained access to Plaintiffs’ and the Settlement Class Members’ personally identifiable information (“PII”) and personal health information (“PHI”), which may have included names, addresses, employee ID number, W-2 or 1099 details, treatment information, health insurance account information, medical IDs, and in some instances, Social Security numbers or Taxpayer ID numbers.

After Magellan investigated the Data Incident, those persons whose PII and PHI may have been impacted by the Data Incident were mailed notification on or about May or June 2020. Subsequently, this Lawsuit and others ultimately consolidated with this Lawsuit were filed asserting claims against Defendant relating to the Data Incident.

Defendant denies any wrongdoing or liability, and no Court or other entity has made any judgment or other determination of any wrongdoing, or that any law has been violated. Defendant denies these and all other claims made in the Litigation. By entering into the settlement, Defendant is not admitting any wrongdoing.

3. Why is there a settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further Litigation. The Class Representatives, Defendant, and their attorneys believe the proposed settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed settlement are found in the Settlement Agreement available at www.MHIsettlement.com.

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the settlement?

You are included in the settlement if you were sent a notice of the Data Incident. This settlement is not open to the general public. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the settlement, visit www.MHIsettlement.com, call toll free (833) 933-8709, or write to *Griffey v. Magellan Health Incorporated*, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324.

THE SETTLEMENT BENEFITS

6. What does this settlement provide?

This settlement includes two separate groups. The settlement provides for up to \$2,250,000 in benefits for the Claims-Made Settlement Class Members, and a \$1,500,000 non-reversionary Common Fund for the Common-Fund Settlement Class Members. The total potential value of this settlement is capped at \$3,750,000.

The proposed Settlement will provide the following benefits to Settlement Class Members:

Common-Fund Settlement Class Benefits: The Common-Fund Settlement Class Members may submit a Claim for Common-Fund Benefits on or before **December 21, 2023**. These benefits include:

\$100 Pro-Rata Cash Payment: Common-Fund Settlement Class Members may submit a Claim for a \$100 cash payment. The Settlement Administrator will make pro rata settlement payments, which may increase or decrease the \$100 Cash Payment, subject to the total amount of the Common Fund. This benefit is in lieu of any other settlement benefits offered to the Common-Fund Settlement Class Members.

Lost-Time Claims: Common-Fund Settlement Class Members may submit a Claim for up to five hours of time spend remedying issues related to the Data Incident at \$25 per hour if the Settlement Class Member (1) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (2) selects the applicable activity the time was spent

on or provides a brief general description of how the claimed lost time was spent. No documentation need be submitted in connection with Lost-Time Claims. Claims for Lost-Time are included in the \$5,000 individual cap on out-of-pocket expense reimbursement.

Out-of-Pocket Expense Claims: Common-Fund Settlement Class Members may submit a Claim for reimbursement of up to \$5,000 in documented out-of-pocket losses reasonably and fairly traceable to the Data Incident. Out-of-Pocket-Expense Claims can include, without limitation, (i) unreimbursed losses relating to fraud or identity theft; (ii) professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; (iii) costs associated with freezing or unfreezing credit with any credit reporting agency; (iv) credit monitoring costs that were incurred on or after April 2020 that the claimant attests under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of Claim submission; (v) and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.

Common-Fund Settlement Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not "self-prepared" by the claimant, that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

Out-of-Pocket Expense losses must include an attestation that the monetary losses were caused or otherwise incurred as a result of the Data Incident and were not incurred due to some other event or reason.

Claims-Made Settlement Class Benefits: Claims-Made Settlement Class Members may submit a Claim for Claims-Made settlement benefits on or before the **December 21, 2023**. These Benefits include:

Lost-Time Claims: Claims-Made Settlement Class Members may submit a Claim for up to three hours of time spend related to the Data Incident at \$20 per hour if the Settlement Class Member (1) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (2) selects the applicable activity the time was spent on or provides a brief general description of how the claimed lost time was spent. No documentation need be submitted in connection with Lost-Time Claims. Claims for Lost-Time are included in the \$750 individual cap on out-of-pocket expense reimbursement.

Out-of-Pocket Expense Claims: Claims-Made Settlement Class Members may submit a Claim for reimbursement of up to \$750 in documented out-of-pocket losses reasonably and fairly traceable to the Data Incident. Out-of-Pocket-Expense Claims can include, without limitation, (i) unreimbursed losses relating to fraud or identity theft; (ii) professional fees

including attorneys' fees, accountants' fees, and fees for credit repair services; (iii) costs associated with freezing or unfreezing credit with any credit reporting agency; (iv) credit monitoring costs that were incurred on or after April 2020 that the claimant attests under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and (v) miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.

Claims-Made Settlement Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not "self-prepared" by the claimant, that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

Out-of-Pocket Expense losses must include an attestation that the monetary losses were caused or otherwise incurred as a result of the Data Incident and were not incurred due to some other event or reason.

Identity-Theft Protection Benefit: Claims-Made Settlement Class Members can submit a Claim to accept the 12-months' free identity-theft-protection services.

7. How to submit a Claim?

All claims will be reviewed by the Settlement Administrator to determine whether the Claim is a Valid Claim. You must file a Claim Form to get settlement benefits from the proposed settlement. Claim Forms must be submitted online by **December 21, 2023**, or postmarked no later than **December 21, 2023**. You can download a Claim Form at www.MHIsettlement.com or you can call the Settlement Administrator at **(833) 933-8709** for a Claim Form.

8. What am I giving up as part of the settlement?

If you stay in the settlement, you may submit a claim to receive benefits, but you will not be able to sue Magellan, its Related Entities, and each of their each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers (collectively, the "Released Parties") regarding the claims in this case.

The Settlement Agreement, which includes all provisions about settled claims, releases, including Released Claims and Released Parties, is available at www.MHIsettlement.com.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representatives receive compensation?

Yes. Class Counsel will file a motion requesting that the Class Representatives receive service awards to compensate them for their services and efforts in bringing the Lawsuit. Defendant reserves all rights to oppose Class Counsel's request for service awards. Any service awards to Class Representatives will be paid out of the Claims-Made Settlement Fund. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDE YOURSELF

10. How do I exclude myself from the settlement?

If you do not want to be included in the settlement, you must send a timely written request for exclusion to the Post Office Box established by the Settlement Administrator, stating your full name, address, and telephone number. Your request must clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the settlement, not to participate in the settlement, and/or to waive all rights to the benefits of the settlement.

Your written request for exclusion must be postmarked no later than **November 21, 2023**, to:

Griffey v. Magellan Health Incorporated
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324

Instructions on how to submit a request for exclusion are available at www.MHSettlement.com or from the Settlement Administrator by calling (833) 933-8709.

If you exclude yourself will not be able to receive any settlement benefits from the settlement, and you cannot object to the settlement or Class Counsel's request for attorneys' fees and service awards at the Final Fairness Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this settlement resolves.

11. If I do not exclude myself, can I sue Defendant or the Released Parties later?

No. If you do not exclude yourself from the settlement, and the settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the Released Claims, as set forth in the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the settlement if the Court approves it, you will not get any settlement benefits from the settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties (listed in Question 8) about the Released Claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed David K. Lietz of Milberg Coleman Bryson Phillips Grossman PLLC, John A. Yanchunis of Morgan & Morgan Complex Litigation Group, and Elaine A. Ryan of Auer Ryan, PC. (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed \$1,250,000, and for out-of-pocket case expenses in addition to this amount. Magellan reserves all rights to oppose the requested attorneys’ fees and expenses, including reserving its right to file an opposition to Class Counsel’s motion for attorneys’ fees and expenses. A copy of Class Counsel’s motion for attorneys’ fees, expenses, and service awards for Class Representatives will be posted on the Settlement Website, www.MHSettlement.com, before the deadline to object to the settlement.

Any award for attorneys’ fees, costs, and expenses for Class Counsel will be paid out of the Claims-Made Settlement Fund. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the settlement?

If you want to tell the Court that you do not agree with the proposed settlement or some part of it, including Class Counsel’ request for attorneys’ fees, expenses, and service awards, you must file an objection with the Court telling it why you do not think the settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) the objector’s full name and address;
- b) the case name and docket number: *Griffey et al. v. Magellan Health, Inc.*, Case No. CV-20-01282-PHX-MTL;
- c) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable;
- d) the identity of any and all counsel representing the objector in connection with the objection (if none, please state this);
- e) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and

- f) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than **November 21, 2023**, to Class Counsel and Magellan’s Counsel at the addresses below:

| CLASS COUNSEL | DEFENSE COUNSEL |
|---|--|
| David K. Lietz MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 5335 Wisconsin Avenue NW Suite 440 Washington, D.C. 20015-2052 | Keeley O. Cronin BAKER & HOSTETLER LLP 1801 California Street, Suite 4400 Denver, CO 80202 |

You may also file your objection with the Court through the Court’s ECF system, with service on Class Counsel and Magellan’s Counsel to be made through the ECF system.

If you do not submit your objection with all requirements, or if your objection is not received by **November 21, 2023**, you will be considered to have waived all objections and will not be entitled to speak at the Final Fairness Hearing.

16 . What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

THE FINAL FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Fairness Hearing on **February 8, 2024, at 9:30 a.m. (Arizona)** in Courtroom 504, Sandra Day O’Connor U.S. Federal Courthouse, 401 W. Washington St., Phoenix, Arizona 85003 or by remote or virtual means as ordered by the Court. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check www.MHIsettlement.com for updated information.

At the hearing, the Court will consider whether the proposed settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who

have asked to speak at the hearing if the request was made properly. The Court will also consider Class Counsel's request for an award of attorneys' fees and expenses and Class Counsel's request for service awards to the Class Representatives.

After the Final Fairness Hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19 . May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any settlement benefits, you will not be able to sue for the claims in this case, and you release the Released Claims, as set forth in the Settlement Agreement, against Defendant and the Released Parties described in Question No. 8.

GET MORE INFORMATION

21. How do I get more information about the settlement?

This is only a summary of the proposed settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's motion for attorneys' fees, expenses, and service award for Class Representatives, and more, please visit www.MHIsettlement.com or call (833) 933-8709. You may also contact the Settlement Administrator at *Griffey v. Magellan Health Incorporated*, c/o Kroll Settlement, Administration, PO Box 5324, New York, NY 10150-5324.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT,
OR DEFENDANT'S COUNSEL.**