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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Chris Griffey, et al.,

Plaintiffs,

v.

Magellan Health, Incorporated,

Defendant.

No. CV-20-01282-PHX-MTL (Lead)
No. CV-20-01350-PHX-MTL (Consol.)

**CLASS ACTION SETTLEMENT
AGREEMENT**

(Assigned to the Honorable Michael T.
Liburdi)

Daniel Ranson, et al.,

Plaintiffs,

v.

Magellan Health, Incorporated,

Defendant.

1 This Settlement Agreement, dated June 20, 2023, is made and entered into by and
2 among the following Settling Parties (defined below): Chris Griffey, Bharath
3 Maduranthgam Rayam, Laura Leather, Clara Williams, Daniel Ranson, Mitchell Flanders,
4 and Keith Lewis (collectively, “Plaintiffs”), individually and on behalf of the Settlement
5 Class (defined below), by and through their counsel of record, and Magellan Health, Inc.
6 (“Magellan”), by and through its counsel of record. The Settlement Agreement (defined
7 below) is subject to Court approval and is intended by the Settling Parties to fully, finally,
8 and forever resolve, discharge, and settle the Released Claims (defined below), upon and
9 subject to the terms and conditions thereof.

10 **I. THE LITIGATION**

11 This litigation arises from a 2020 phishing incident wherein a Magellan employee
12 clicked on a phishing email that resulted in a cybercriminal accessing a subset of data on a
13 Magellan corporate server and subsequently deploying ransomware to encrypt Magellan’s
14 files (the “Data Incident”). Plaintiffs allege that as a result of the Data Incident, the
15 cybercriminals gained access to certain of Plaintiffs’ and the Settlement Class Member’s
16 information. After responding to and investigating the Data Incident, Magellan notified
17 approximately 963,450 individuals of the Data Incident whose personal information
18 (“PII”) and personal health information (“PHI”), including names, addresses, employee ID
19 number, W-2 or 1099 details, treatment information, health insurance account information,
20 medical IDs, and in some instances, Social Security numbers or Taxpayer ID numbers,
21 may have been subject to unauthorized access during the Data Incident. Magellan also
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1 offered these individuals free credit monitoring. Individuals, including Plaintiffs, received
2 notices in or around May and June 2020.

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4 On June 29, 2020, Chris Griffey, Bharath Maduranthgam Rayam, Michael
5 Domingo, Laura Leather, and Clara Williams filed a putative class action. One week later,
6 on July 8, 2020, Daniel Ranson, Mitchell Flanders, Joseph Rivera, Teresa Culberson, and
7 Keith Lewis filed a substantially identical case. On October 8, 2020, the Court
8 consolidated both actions with and under the *Griffey* matter, titled *Griffey v. Magellan*
9 *Health, Inc.*, Case No. CV-20-01282-PHX-MTL. On December 11, 2020, the consolidated
10 plaintiffs filed their First Amended Consolidated Class Action Complaint, asserting 13
11 causes of action against Magellan on behalf of themselves and nationwide and various
12 putative classes.
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15 On January 25, 2021, the Court granted Magellan’s motion to dismiss in its entirety,
16 dismissing with prejudice the negligence *per se* claim and dismissing without prejudice the
17 remaining claims. On October 12, 2021, plaintiffs filed the operative complaint, the Second
18 Amended Consolidated Class Action Complaint (“SACC”), alleging eight claims against
19 Magellan. On October 26, 2021, Magellan moved to dismiss the SACC for failure to state
20 a claim under Fed. R. Civ. P. 12(b)(6). On June 2, 2022, the Court granted in part and
21 dismissed in part Magellan’s second motion to dismiss, dismissing Teresa Culberson and
22 Joseph Rivera from the Litigation, dismissing Plaintiffs Rayam’s and Williams’s
23 negligence claims, Plaintiffs Leather’s and Lewis’s unjust enrichment claims, Plaintiff
24 Domingo’s statutory claims, and Plaintiff Ranson’s CCPA claim.
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On September 30, 2022, the Parties participated in a full-day virtual mediation before Rodney A. Max of Upchurch Watson White & Max. The Parties were unable to come to a settlement agreement.

Following the September 30 mediation, the Parties engaged in discovery, including exchanging discovery requests, the production of documents, and Plaintiff Leather’s deposition. During this time, the Parties continued to discuss settlement, and on May 4, 2023, the Parties reached a settlement, which is memorialized in this settlement agreement and attached exhibits (“Settlement Agreement”).

II. THE CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in the SACC, have merit. Plaintiffs and Class Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Magellan through continued motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

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1 **III. DENIAL OF WRONGDOING AND LIABILITY**

2 Magellan denies each and all of the claims and contentions alleged against it in the
3 Litigation. Magellan denies all charges of wrongdoing or liability as alleged, or which
4 could be alleged, in the Litigation. Nonetheless, Magellan has concluded that further
5 litigation would be protracted and expensive, and that it is desirable that the Litigation be
6 fully and finally settled in the manner and upon the terms and conditions set forth in this
7 Settlement Agreement. Magellan has considered the uncertainty and risks inherent in any
8 litigation. Magellan has, therefore, determined that it is desirable and beneficial that the
9 Litigation be settled in the manner and upon the terms and conditions set forth in this
10 Settlement Agreement.

11 **IV. SETTLEMENT TERMS & DEFINITIONS**

12 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and
13 among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and
14 Magellan that, subject to the approval of the Court, the Litigation, and the Released Claims
15 shall be finally and fully compromised, settled, and released, and the Litigation shall be
16 dismissed with prejudice as to the Settling Parties and the Settlement Class, except those
17 members of the Settlement Class who timely opt-out of the Settlement, upon and subject
18 to the terms and conditions of this Settlement Agreement, as follows:

19 **1. Definitions**

20 As used in the Settlement Agreement, the following terms have the meanings
21 specified below:
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1 1.1 “Action” or “Litigation” means the action titled, *Griffey et al. v. Magellan*
2 *Health, Inc.*, Case No. CV-20-01282-PHX-MTL, District Court of Arizona.

3 1.2 “Agreement” or “Settlement Agreement” means this agreement, exhibits,
4 and the settlement embodied herein.

5 1.3 “Claim” means a claim for Settlement benefits made under the terms of this
6 Settlement Agreement.

7 1.4 “Claims Deadline” means the postmark and/or online submission deadline
8 for Valid Claims submitted pursuant to ¶¶ 2.1 and 2.2.

9 1.5 “Claim Forms” means the claim forms to be used by Settlement Class
10 Members to submit a Claim, either through the mail or online through the Settlement
11 Website, substantially in the form as shown in Exhibits A-1 and A-2 attached hereto.

12 1.6 “Claims-Made Benefits” means the Settlement benefits (as described below)
13 available to the Claims-Made Settlement Class Members. The Claims-Made Benefits will
14 be funded by Magellan in an amount not to exceed \$2,250,000, inclusive of (i) all Valid
15 Claims for Settlement benefits made under ¶ 2.1; (ii) reasonable Notice and Settlement
16 Administration Costs (defined below) incurred in the administration of both Claims-Made
17 and Common Fund Benefits, including all taxes owed by the Claims-Made Benefits and
18 Common Fund; (iii) any attorneys’ fees, costs, and expenses, as approved by the Court;
19 and (iv) any Service Awards approved by the Court.

20 1.7 “Claims-Made Settlement Class Members” means the approximately
21 599,248 Settlement Class Members who were notified that their information may have
22 been impacted in the Data Incident, and whose Social Security numbers were not impacted
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1 in the Data Incident. The Claims-Made Settlement Class Members are eligible to submit a
2 claim under the Claims-Made Benefits.

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4 1.8 “Class Counsel” means David K. Lietz of Milberg Coleman Bryson Phillips
5 Grossman PLLC, John A. Yanchunis of Morgan & Morgan Complex Litigation Group,
6 and Elaine A. Ryan of Auer Ryan, PC.

7
8 1.9 “Common Fund” means a non-reversionary common fund to be funded by
9 Magellan in the amount of \$1,500,000.

10 1.10 “Common-Fund Settlement Class Members” means the approximately
11 364,202 Settlement Class Members who were notified of the Data Incident and who were
12 notified that their Social Security numbers may have been impacted in the Data Incident.
13 Common-Fund Settlement Class Members are eligible to submit a claim under the
14 Common Fund.
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17 1.11 “Court” means the United States District Court for the District of Arizona.

18 1.12 “Dispute Resolution” means the process for resolving disputed Claims as set
19 forth in this Settlement Agreement.

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21 1.13 “Effective Date” means the first date by which all of the events and
22 conditions specified in ¶ 1.14 herein have occurred and been met.

23 1.14 “Final” means the occurrence of all of the following events: (i) the settlement
24 pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered
25 a Judgment (as that term is defined below); and (iii) the time to appeal or seek permission
26 to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in
27 its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to
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1 which such appeal may be taken, and such dismissal or affirmance has become no longer
2 subject to further appeal or review. Notwithstanding the above, any order modifying or
3 reversing any attorneys’ fee award or service award made in this case shall not affect
4 whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.
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6 1.15 “Judgment” means a judgment rendered by the Court.
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8 1.16 “Long Form Notice” means the long form notice of settlement posted on the
9 Settlement Website, substantially in the form as shown in Exhibit C attached hereto.

10 1.17 “Magellan’s Counsel” means Baker & Hostetler LLP and Lewis Roca
11 Rothgerber Christie LLP.
12

13 1.18 “Notice Date” means 45 days following entry of the Preliminary Approval
14 Order. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-
15 Out Date and Objection Date deadlines, and all other deadlines that flow from the Notice
16 Date.
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18 1.19 “Notice and Settlement Administration Cost” means all costs incurred or
19 charged by the Settlement Administrator in connection with providing Notice to Settlement
20 Class Members and costs of administering the Common Fund and Claims-Made Settlement
21 benefits.
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23 1.20 “Objection Date” means the date by which the Settlement Class Members
24 must mail to Class Counsel and Magellan’s Counsel, or in the alternative, file with the
25 Court their objection to the Settlement Agreement for that objection to be effective. The
26 postmark date shall constitute evidence of the date of mailing for these purposes.
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1 1.21 “Opt-Out Date” means the date by which the Settlement Class Members must
2 mail their requests to be excluded from the Settlement Class for that request to be effective.
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4 The postmark date shall constitute evidence of the date of mailing for these purposes.

5 1.22 “Person” means an individual, corporation, partnership, limited partnership,
6 limited liability company or partnership, association, joint stock company, estate, legal
7 representative, trust, unincorporated association, government or any political subdivision
8 thereof, and any business or legal entity, and their respective spouses, heirs, predecessors,
9 successors, representatives, agents and/or assignees.
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11 1.23 “Preliminary Approval Order” means the order preliminarily approving the
12 Settlement Agreement and ordering that notice be provided to the Settlement Class. The
13 Settling Parties’ proposed form of Preliminary Approval Order is attached as Exhibit D
14 attached hereto.
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16 1.24 “Released Claims” shall collectively mean any and all past, present, and
17 future claims and causes of action including, but not limited to, any causes of action arising
18 under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or
19 common law of any country, state, province, county, city, or municipality, including
20 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States as
21 defined below; violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code
22 §§ 17200, *et seq.* and all similar state consumer-protection statutes; violations of the
23 California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.* and all similar
24 state privacy-protection statutes; violations of the California Customer Records Act, Cal.
25 Civ. Code § 1798.84, *et seq.* and all similar notification statutes in effect in any states in the
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1 United States; negligence; negligence *per se*; breach of contract; breach of implied contract;
2 breach of fiduciary duty; breach of confidence; invasion of privacy; fraud;
3 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;
4 wantonness; failure to provide adequate notice pursuant to any breach notification statute
5 or common law duty; and including, but not limited to, any and all claims for damages,
6 injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and
7 expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future
8 damages, statutory damages, punitive damages, special damages, exemplary damages,
9 restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or
10 unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other
11 form of legal or equitable relief that either has been asserted, was asserted, or could have
12 been asserted, by any member of the Settlement Class against any of the Released Parties
13 based on, relating to, concerning or arising out of the Data Incident and alleged theft of
14 other personal information or the allegations, transactions, occurrences, facts, or
15 circumstances alleged in or otherwise described in the Litigation. Released Claims shall not
16 include the right of any Settlement Class Member or any of the Released Parties to enforce
17 the terms of the settlement contained in this Settlement Agreement, and shall not include
18 the claims of the Settlement Class Members who have timely excluded themselves from the
19 Settlement Class.
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26 1.25 "Related Entities" means Magellan's past or present parents, subsidiaries,
27 divisions, and related or affiliated entities, and each of their respective predecessors,
28 successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and

1 includes, without limitation, any Person related to any such entity who is, was or could
2 have been named as a defendant in any of the actions in the Litigation, other than any
3 Person who is found by a court of competent jurisdiction to be guilty under criminal law
4 of initiating, causing, aiding or abetting the criminal activity occurrence of the Data
5 Incident or who pleads *nolo contendere* to any such charge.
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8 1.26 “Released Parties” means Magellan and its Related Entities and each of their
9 past or present parents, subsidiaries, divisions, and related or affiliated entities, and each
10 of their respective predecessors, successors, directors, officers, principals, agents,
11 attorneys, insurers, and reinsurers.
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13 1.27 “Settlement Administration” means the processing of Notice and the
14 processing and payment of Claims received from Settlement Class Members by the
15 Settlement Administrator.
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17 1.28 “Settlement Administrator” means Kroll Settlement Administration, a
18 company experienced in administering class action claims generally and specifically those
19 of the type provided for and made in data breach litigation.
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21 1.29 “Settlement Class” means all persons who were notified that their
22 information may have been impacted in the Data Incident. The Settlement Class
23 specifically excludes: (i) Magellan and its respective officers and directors; (ii) all
24 Settlement Class Members who timely and validly request exclusion from the Settlement
25 Class; (iii) the Judge and/or magistrate assigned to evaluate the fairness of this settlement;
26 and (iv) any other Person found by a court of competent jurisdiction to be guilty under
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1 criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo*
2 *contender* to any such charge.

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4 1.30 “Settlement Class Member(s)” means all Persons meeting the definition of
5 the Settlement Class.

6 1.31 “Settlement Website” means a website, the URL for which to be mutually
7 selected by the Settling Parties, that will inform Settlement Class Members of the terms of
8 this Settlement Agreement, their rights, dates and deadlines and related information, as
9 well as provide the Settlement Class Members with the ability to submit a Claim online.
10

11 1.32 “Settling Parties” means, collectively, Magellan and Plaintiffs, individually
12 and on behalf of the Settlement Class, and all Released Parties.
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14 1.33 “Short Form Notices” means the short form notices of the proposed class
15 action settlement, substantially in the form as shown in Exhibits B-1 and B-2 attached
16 hereto. The Short Form Notice will direct recipients to the Settlement Website and inform
17 Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out and
18 Objection Deadlines, and the date of the Final Fairness.
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20 1.34 “Unknown Claims” means any of the Released Claims that Plaintiffs do not
21 know or suspect to exist in their favor at the time of the release of the Released Parties that,
22 if known by them, might have affected their settlement with, and release of, the Released
23 Parties, or might have affected their decision not to object to and/or to participate in this
24 Settlement Agreement. With respect to any and all Released Claims, the Settling Parties
25 stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall
26 have waived the provisions, rights, and benefits conferred by California Civil Code § 1542,
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1 (or any similar comparable, or equivalent provision of any federal, state or foreign law, or
2 principle of common law which is similar, comparable, or equivalent to California Civil
3 Code §1542), which provides:
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5 A GENERAL RELEASE DOES NOT EXTEND TO
6 CLAIMS THAT THE CREDITOR OR RELEASING
7 PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN
8 HIS OR HER FAVOR AT THE TIME OF EXECUTING
9 THE RELEASE, AND THAT, IF KNOWN BY HIM OR
10 HER, WOULD HAVE MATERIALLY AFFECTED HIS
11 OR HER SETTLEMENT WITH THE DEBTOR OR
12 RELEASED PARTY.

13 Plaintiffs may hereafter discover facts in addition to, or different from, those that
14 they, and any of them, now know or believe to be true with respect to the subject matter of
15 the Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully,
16 finally and forever settled and released any and all Released Claims. The Settling Parties
17 acknowledge that the foregoing waiver is a material element of the Settlement Agreement
18 of which this release is a part.

19 1.35 “Valid Claims” means Claims in an amount approved by the Settlement
20 Administrator or found to be valid through the claims processing and/or Dispute Resolution
21 process.

22 **2. Settlement Structure**

23 **2.1 Claims-Made Benefits**

24 2.1.1 Claims-Made Settlement Class Members shall have the opportunity
25 to submit a Claim for Claims-Made Settlement Benefits on or before the Claims Deadline.
26 The benefits available to Claims-Made Settlement Class Members, as described below,
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1 shall include (1) Lost-Time Claims; (2) Out-of-Pocket Expense Claims; and (3) Identity
2 Protection Benefits.

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

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14 b) Out-of-Pocket Expense Claims: Claims-Made Settlement Class
15 Members may submit a Claim for reimbursement of documented out-
16 of-pocket losses reasonably and fairly traceable to the Data Incident.
17 Out-of-Pocket-Expense Claims will include, without limitation,
18 unreimbursed losses relating to fraud or identity theft; professional
19 fees including attorneys' fees, accountants' fees, and fees for credit
20 repair services; costs associated with freezing or unfreezing credit
21 with any credit reporting agency; credit monitoring costs that were
22 incurred on or after April 2020 that the claimant attests under penalty
23 of perjury were caused or otherwise incurred as a result of the Data
24 Incident, through the date of claim submission; and miscellaneous
25 expenses such as notary, data charges (if charged based on the
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1 amount of data used) fax, postage, copying, mileage, cell phone
2 charges (only if charged by the minute), and long-distance telephone
3 charges. Claims-Made Settlement Class Members with Out-of-
4 Pocket-Expense Claims must submit documentation and attestation
5 supporting their claims. This may include receipts or other
6 documentation, not “self-prepared” by the claimant, that documents
7 the costs incurred. “Self-prepared” documents such as handwritten
8 receipts are, by themselves, insufficient to receive reimbursement,
9 but may be considered to add clarity or support to other submitted
10 documentation. Out-of-Pocket Expense Claims must include an
11 attestation that the monetary losses are fairly traceable to the Data
12 Incident and were not incurred due to some other event or reason.

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17 c) Identity-Theft Protection Benefits: Claims-Made Settlement Class
18 Members may submit a Claim to accept the 12 months of free
19 identity-theft-protection services offered as part of the Settlement.

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21 2.1.2 Claims-Made Settlement Class Members’ claims for Lost Time
22 and/or Out-of-Pocket Losses are subject to an individual cap of \$750 per claimant.

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24 2.1.3. Use of Claims-Made Benefits: The Claims-Made Benefits shall be
25 used to pay for (i) reasonable Notice and Settlement Administration Costs incurred in the
26 administration of both Claims-Made Benefits and Common Fund, including all taxes owed
27 by the Claims-Made Benefits and Common Fund; (ii) any attorneys’ fees, costs, and
28 expenses, as approved by the Court; (iii) any Service Awards approved by the Court; and

1 (iv) any Claims-Made Benefits to Claims-Made Settlement Class Members, pursuant to
2 the terms and conditions of this Agreement. In no event shall the total costs of Claims-
3 Made Benefits exceed \$2,250,000.
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5 2.2 Common-Fund Benefits

6 2.2.1 The Common-Fund Settlement Class Members shall have the
7 opportunity to submit a Claim for Common-Fund Benefits on or before the Claims
8 Deadline. The Common-Fund Benefits, as described below, shall include (1) Pro-Rata
9 Cash Payments; or (2) Lost-Time Claims and (3) Out-of-Pocket Expense Claims. These
10 benefits shall be paid from the \$1,500,000 non-reversionary Common Fund.
11

12 a) \$100 Pro-Rata Cash Payment: Common-Fund Settlement Class
13 Members may submit a Claim for a \$100 cash payment. The
14 Settlement Administrator will make *pro rata* settlement payments,
15 which may increase or decrease the \$100 Cash Payment, subject to
16 the Common Fund cap (described below).
17

18 b) Lost-Time Claims: Common-Fund Settlement Class Members may
19 submit a Claim for up to five hours of time spend remedying issues
20 related to the Data Incident at \$25 per hour if the Settlement Class
21 Member (1) attests that any claimed lost time was spent related to
22 and arising out of the Data Incident, and (2) selects the applicable
23 activity the time was spent on or provides a brief general description
24 of how the claimed lost time was spent. No documentation need be
25 submitted in connection with Lost-Time Claims.
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c) Out-of-Pocket Expense Claims: Common-Fund Settlement Class Members may submit a Claim for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident. Out-of-Pocket-Expense Claims will include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; 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 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 Claims must include an

1 attestation that the monetary losses are fairly traceable to the Data
2 Incident and were not incurred due to some other event or reason.

3
4 2.2.2 Common-Fund Settlement Class Members may either (1) submit a
5 claim for the Pro-Rata Cash Payment or (2) submit a claim for Lost Time and/or Out-of-
6 Pocket Expenses

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8 2.2.3 Common-Fund Settlement Class Members’ claims for Lost Time
9 and/or Out-of-Pocket Losses are subject to an individual cap of \$5,000 per claimant.

10 2.3 Notice Deadline: Settlement Class Members seeking reimbursement under
11 ¶¶ 2.1 or 2.2 must complete and submit a Claim Form to the Settlement Administrator,
12 postmarked or submitted online on or before the 90th day after the Notice Date. The notice
13 to the Settlement Class will specify this deadline and other relevant dates described herein.
14 The Claim Form must be verified by the Settlement Class Member with a statement that
15 his or her claim is true and correct, to the best of his or her knowledge and belief and is
16 being made under penalty of perjury. Notarization shall not be required.

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19 2.4 Dispute Resolution

20 2.4.1 The Settlement Administrator, in its sole discretion to be reasonably
21 exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the
22 Claimant has provided all information needed to complete the Claim Form, including any
23 documentation that may be necessary to reasonably support the Out-of-Pocket Expenses
24 Claims described above; and (3) the information submitted could lead a reasonable person
25 to conclude that more likely than not the Claimant has suffered the claimed losses as a
26 result of the Data Incident (collectively, “Facially Valid”). The Settlement Administrator
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1 shall have the sole discretion and authority to determine whether and to what extent
2 documentation for Out-of-Pocket Expenses reflect valid Out-of-Pocket Expenses actually
3 incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel
4 and Magellan’s Counsel in making individual determinations. Out-of-Pocket Expenses will
5 be presumed “fairly traceable” if: (1) the timing of the losses occurred on or after April
6 2020; and (2) the personal information used to commit identity theft or fraud consisted of
7 the same type of personal information that was provided to Magellan prior to the Data
8 Incident. The Settlement Administrator is authorized to contact any Settlement Class
9 Member to seek clarification regarding a submitted claim prior to making a determination
10 as to its validity. Out-of-Pocket Expenses are not eligible for reimbursement to the extent
11 a Settlement Class Member has already been reimbursed for the same expense by any other
12 source, including any compensation provided in connection with the credit monitoring
13 product previously offered by Magellan.
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18 2.4.2 To the extent the Settlement Administrator determines a claim for
19 Out-of-Pocket Expenses, or Lost Time is deficient in whole or in part, within a reasonable
20 time of making such a determination, but no later than 14 days after the Claims Deadline,
21 the Settlement Administrator is authorized to contact the Settlement Class Member via
22 telephone or e-mail in an attempt to informally resolve the deficiency prior to sending a
23 formal deficiency notice. If the deficiency is not resolved in this manner, the Settlement
24 Administrator shall formally notify the Settlement Class Member of the deficiencies and
25 give the Settlement Class Member 21 days to cure the deficiencies. Such notifications shall
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1 be sent via e-mail, unless the Claimant did not provide an e-mail address, in which case
2 such notifications shall be sent via U.S. mail.

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4 2.4.3 If the Settlement Class Member attempts to cure the deficiencies but,
5 at the sole discretion and authority of the Settlement Administrator, fails to do so, the
6 Settlement Administrator shall notify the Settlement Class Member of that determination
7 within 10 days of the determination that the deficiencies have not been cured. The
8 Settlement Administrator may consult with counsel for both Parties prior to making such
9 determinations. The notice shall inform the Settlement Class Member of his or her right to
10 dispute in writing the deficiency determination and of his or her right to request an appeal
11 of this determination within 30 days of the deficiency determination.

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14 2.4.4 If a Settlement Class Member disputes in writing a determination and
15 requests an appeal, the Settlement Administrator shall provide Class Counsel and
16 Magellan's Counsel a copy of the Settlement Class Member's dispute and his or her Claim
17 Form along with all documentation or other information submitted by the Settlement Class
18 Member. Class Counsel and Magellan's Counsel shall confer regarding the claim
19 submission, and their agreement on approval or denial of the Settlement Class Member's
20 claim, in whole or in part, will be final.

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23 **3. Notice and Settlement Administration Expenses**

24 3.1 All Notice and Settlement Administration Costs, including, without
25 limitation, the fees and expenses of the Settlement Administrator, shall be paid by Magellan
26 directly to the Settlement Administrator. Such costs are subject to the \$2,250,000 Claims-
27 Made Benefits cap.
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4. Opt-Out Procedures

4.1 Each Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member’s intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Notice Date.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within 10 days after the Opt-Out Date as approved by the Court, there have been more than 250 timely and valid Opt-Outs submitted, Magellan may, by notifying Settlement Class Counsel and the Court in writing, void this Settlement Agreement. If Magellan voids the Settlement Agreement pursuant to this paragraph, Magellan shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Class Counsel and service awards.

5. Objection Procedure

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection

1 Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name
2 and docket number: *Griffey v. Magellan Health, Inc.*, Case No. CV-20-01282-PHX-MTL;
3 (iii) a written statement of all grounds for the objection, including whether the objection
4 applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement
5 Class, accompanied by any legal support for the objection the objector believes applicable;
6 (iv) the identity of any and all counsel representing the objector in connection with the
7 objection; (v) a statement whether the objector and/or his or her counsel will appear at the
8 Final Fairness Hearing; and (vi) the objector's signature or the signature of the objector's
9 duly authorized attorney or other duly authorized representative (if any) representing him
10 or her in connection with the objection. To be timely, written notice of an objection in the
11 appropriate form must be mailed, with a postmark date no later than 60 days from the
12 Notice Date, to Class Counsel David Lietz, Milberg Coleman Bryson Phillips Grossman
13 PLLC, 5335 Wisconsin Avenue NW, Suite 440, Washington, DC 20015; and counsel for
14 Magellan, Christopher A. Wiech and Keeley O. Cronin at 1801 California Street, Suite
15 4400, Denver, CO 80202. The objector or his or her counsel may also file their Objection
16 with the Court through the Court's ECF system, with service on Class Counsel and
17 Magellan's counsel, to be made through the ECF system. For all objections mailed to Class
18 Counsel and Magellan's Counsel, Class Counsel will file them with the Court as an exhibit
19 to Plaintiffs' motion for final approval.
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26 5.2 Any Settlement Class Member who fails to comply with the requirements for
27 objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear
28 separately and/or to object to the Settlement Agreement, and shall be bound by all the terms

1 of the Settlement Agreement and by all proceedings, orders and judgments in the
2 Litigation. The exclusive means for any challenge to the Settlement Agreement shall be
3 through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the
4 Settlement Agreement, the final order approving this Settlement Agreement, or the
5 Judgment to be entered upon final approval shall be pursuant to appeal under the Federal
6 Rules of Appellate Procedure and not through a collateral attack.
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9 **6. Settlement Class Certification**

10 6.1 The Settling Parties agree, for purposes of this settlement only, to the
11 certification of the Settlement Class. If the settlement set forth in this Settlement
12 Agreement is not approved by the Court, or if the Settlement Agreement is terminated or
13 cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement,
14 and the certification of the Settlement Class provided for herein, will be vacated and the
15 Litigation shall proceed as though the Settlement Class had never been certified, without
16 prejudice to any Person's or Settling Party's position on the issue of class certification or
17 any other issue. The Settling Parties' agreement to the certification of the Settlement Class
18 is also without prejudice to any position asserted by the Settling Parties in any other
19 proceeding, case or action, as to which all of their rights are specifically preserved.
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23 **7. Releases**

24 7.1 Upon the Effective Date, each Settlement Class Member, including
25 Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully,
26 finally, and forever released, relinquished, and discharged all Released Claims. Further,
27 upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class
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1 Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a
2 member of or on behalf of the general public or in any capacity, be permanently barred and
3 enjoined from commencing, prosecuting, or participating in any recovery in any action in
4 this or any other forum (other than participation in the settlement as provided herein) in
5 which any of the Released Claims is asserted.
6

7
8 7.2 Upon the Effective Date, Magellan shall be deemed to have, and by operation
9 of the Judgment shall have, fully, finally, and forever released, relinquished, and
10 discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Class
11 Counsel, of all claims, including Unknown Claims, based upon or arising out of the
12 institution, prosecution, assertion, settlement, or resolution of the Litigation, except for
13 enforcement of the Settlement Agreement. Any other claims or defenses Magellan may
14 have against such Persons including, without limitation, any claims based upon or arising
15 out of any contractual, employment, or other business relationship with such Persons that
16 are not based upon or do not arise out of the institution, prosecution, assertion, settlement,
17 or resolution of the Litigation are specifically preserved and shall not be affected by the
18 preceding sentence.
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22 7.3 Notwithstanding any term herein, neither Magellan nor its Released Parties
23 shall have or shall be deemed to have released, relinquished or discharged any claim or
24 defense against any Person other than Representative Plaintiffs, each and all of the
25 Settlement Class Members, and Class Counsel.
26

27 **8. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service**
28 **Awards to Representative Plaintiffs**

1 8.1 The Parties have agreed that, as part of the Settlement, the Court shall
2 determine the amount of any award of attorneys’ fees, costs, and service awards.

3
4 8.2 Plaintiffs’ Counsel shall submit a motion to the Court requesting attorneys’
5 fees, costs, and service awards no later than 14 days before the Objection and Opt-Out
6 Deadlines.

7
8 8.3 Magellan shall retain any and all rights to oppose any such filed motion(s)
9 on any and all available grounds related to the amount of attorneys’ fees, costs, and/or
10 service awards.

11 8.4 Any attorneys’ fees and costs awarded by the Court, as well as any service
12 awards awarded by the Court, shall be due and payable within 30 days after the Effective
13 Date. Any attorneys’ fees, costs, and/or Service Awards awarded by the Court shall be paid
14 by Magellan. Such costs are subject to \$2,250,000 Claims-Made Benefits cap.

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17 **9. Preliminary Approval Order and Publishing of Notice of Final Fairness**
18 **Hearing**

19 9.1 Contemporaneously with Plaintiffs’ Motion for Preliminary Approval, but in
20 no event later than June 20, 2023, Class Counsel and Magellan’s Counsel shall jointly
21 submit this Settlement Agreement to the Court, and Class Counsel will file a motion for
22 preliminary approval of the settlement with the Court requesting entry of a Preliminary
23 Approval Order in the form substantially similar to Exhibit D in both terms and cost,
24 requesting, *inter alia*:

- 25
26 a) certification of the Settlement Class for settlement purposes only
27 pursuant to ¶ 6.1;
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- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of the Short Form Notices to be mailed to Settlement Class Members in a form substantially similar to the one attached as Exhibits B-1 and B-2 to this Settlement Agreement;
- f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit C to this Settlement Agreement, which, together with the Short Form Notices, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and Notice are legitimate and that the Settlement Class Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Forms to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as Exhibits A-1 and A-2 to this Settlement Agreement; and
- h) appointment of Kroll Settlement Administration, LLC as the Settlement Administrator.

1 9.2. The Short Form Notices, Long Form Notice, and Claim Forms have been
2 reviewed and approved by the Settlement Administrator but may be revised as agreed upon
3 by the Settling Parties prior to submission to the Court for approval. Immaterial revisions
4 by the Settling Parties prior to submission to the Court for approval. Immaterial revisions
5 to these documents may also be made prior to dissemination of Notice.

6 **10. Settlement Administration and Class Notice**

7 10.1 Notice shall be provided to Settlement Class Members by the Settlement
8 Administrator as follows:
9

10 a) *Class Member Information*: No later than 14 days after entry of the
11 Preliminary Approval Order, Magellan shall provide the Settlement
12 Administrator with the name and last known physical address of each
13 Settlement Class Member (collectively, “Class Member
14 Information”) that Magellan possesses.
15

16 b) The Class Member Information and its contents shall be used by the
17 Settlement Administrator solely for the purpose of performing its
18 obligations pursuant to this Agreement and shall not be used for any
19 other purpose at any time. Except to administer the settlement as
20 provided in this Settlement Agreement or provide all data and
21 information in its possession to the Settling Parties upon request, the
22 Settlement Administrator shall not reproduce, copy, store, or
23 distribute in any form, electronic or otherwise, the Class Member
24 Information.
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c) *Settlement Website*: Prior to the dissemination of the Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information (“Settlement Website”). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Short Form Notices; (ii) the Long Form Notice; (iii) the Claim Forms; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically.

d) *Short Form Notices*: Within 45 days after the entry of the Preliminary Approval Order (“Notice Date”), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class via mail to the postal address in Magellan’s possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

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- e) In the event that a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice;
- f) In the event that subsequent to the first mailing of a Short Form Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven days of receiving such information. This shall be the final requirement for mailing;
- g) Publishing, on or before the Notice Date, the Claim Forms, Long Form Notice and this Settlement Agreement on the Settlement

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Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;

h) A toll-free help line with an IVR system and a live call-back option shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Form Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and

i) Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel and Magellan shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

10.2 The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶¶ 2.1 and 2.2. The Settlement Administrator shall provide Class Counsel and Magellan reports as to both claims and distribution and Class Counsel and Magellan have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator’s determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth in ¶ 2.4. All claims agreed to be paid in full by Magellan shall be deemed valid.

10.3 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within 30 days of the Effective Date.

1 10.4 All Settlement Class Members who fail to timely submit a claim for any
2 benefits hereunder within the time frames set forth herein, or such other period as may be
3 ordered by the Court, or otherwise allowed, shall be forever barred from receiving any
4 payments or benefits pursuant to the settlement set forth herein, but will in all other respects
5 be subject to, and bound by, the provisions of the Settlement Agreement, the releases
6 contained herein and the Judgment.
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9 10.5 No Person shall have any claim against the Settlement Administrator,
10 Magellan, Class Counsel, Plaintiffs, and/or Magellan’s Counsel based on distributions of
11 benefits to Settlement Class Members.
12

13 10.6 *Establishment of Common Fund.* Within 30 days of the Final Approval
14 Order, Magellan shall deposit the sum of \$1,500,000 into an account established and
15 administered by the Settlement Administrator.
16

17 10.7 Non-Reversionary. The Common Fund is non-reversionary. As of the
18 Effective Date, all rights of Magellan in or to the Common Fund shall be extinguished,
19 except in the event this Settlement Agreement is terminated, as described in Paragraph
20 11.2.
21

22 10.8 Qualified Settlement Fund. The Parties agree that the Common Fund is
23 intended to be maintained as a qualified settlement fund within the meaning of Treasury
24 Regulation § 1.468 B-1, and that the Settlement Administrator shall invest the Settlement
25 Fund exclusively in instruments or accounts backed by the full faith and credit of the United
26 States Government or fully insured by the United States Government or an agency thereof,
27 including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the
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1 Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by
2 the full faith and credit of the United States Government. Magellan and Magellan’s
3 Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to
4 investment decisions executed by the Settlement Administrator. All risks related to the
5 investment of the Common Fund shall be borne solely by the Common Fund and its Escrow
6 Agent. Further, the Settlement Administrator, within the meaning of Treasury Regulation
7 § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for
8 or in respect of the Common Fund and paying from the Common Fund any taxes and tax-
9 related expenses owed with respect to the Common Fund. The Parties agree that the
10 Common Fund shall be treated as a qualified settlement fund from the earliest date possible
11 and agree to any relation-back election required to treat the Common Fund as a qualified
12 settlement fund from the earliest date possible. The Settlement Administrator shall provide
13 an accounting of any and all funds in the Common Fund, including any interest accrued
14 thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

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19 10.9 Custody of Common Fund. The Common Fund shall be deemed to be in the
20 custody of the Court and shall remain subject to the jurisdiction of the Court until such
21 time as the entirety of the Common Fund is distributed pursuant to this Settlement
22 Agreement or the balance returned to those who paid the Common Fund in the event this
23 Settlement Agreement is terminated in accordance with Paragraph 11.2.
24

25
26 10.10 Use of the Common Fund. As further described in this Agreement, the
27 Common Fund shall be used by the Settlement Administrator to pay for the following: (i)
28 taxes and tax-related expenses, (ii) Valid Claim(s) by Common-Fund Settlement Class

1 Members for Out-of-Pocket Losses; (iii) Valid Claim(s) by Common-Fund Settlement
2 Class Members for Lost Time; and (iv) Valid Claims by Common-Fund Settlement Class
3 Members for Cash Payment. Following payment of all of the above expenses, any amount
4 remaining in the Common Fund shall be paid to the Non-Profit Residual Recipient in
5 accordance with Paragraph 10.12. No amounts may be withdrawn from the Common Fund
6 unless expressly authorized by this Agreement or approved by the Court.
7

8
9 10.11 Taxes and Representations. Taxes and tax-related expenses relating to the
10 Common Fund shall be considered Notice and Administrative Expenses and shall be timely
11 paid by the Settlement Administrator out of the Common Fund without prior order of the
12 Court. Further, the Common Fund shall indemnify and hold harmless the Parties, their
13 counsel, and their insurers and reinsurers for taxes and tax-related expenses (including,
14 without limitation, taxes payable by reason of any such indemnification payments). The
15 Parties and their respective counsel have made no representation or warranty with respect
16 to the tax treatment by any Class Representative or any Settlement Class Member of any
17 payment or transfer made pursuant to this Agreement or derived from or made pursuant to
18 the Common Fund. Each Class Representative and Settlement Class Member shall be
19 solely responsible for the federal, state, and local tax consequences to him, her, or it of the
20 receipt of funds from the Common Fund pursuant to this Agreement.
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24 10.12 “Non-Profit Residual Recipient” means Electronic Frontier Foundation,
25 subject to approval by the Court.
26

27 **11. Conditions of Settlement, Effect of Disapproval, Cancellation, or**
28 **Termination**

1 11.1 The Effective Date of the settlement shall be conditioned on the occurrence
2 of all of the following events:

- 3
- 4 a) the Court has entered the Preliminary Approval Order and Publishing
5 of Notice of a Final Fairness Hearing, as required by ¶ 9.1;
- 6 b) Magellan has not exercised its option to terminate the Settlement
7 Agreement pursuant to ¶ 4.3;
- 8
- 9 c) the Court has entered the Judgment granting final approval to the
10 settlement as set forth herein; and
- 11 d) the Judgment has become Final, as defined in ¶ 1.14.

12

13 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied, the Settlement
14 Agreement shall be canceled and terminated subject to ¶ 11.4 unless Class Counsel and
15 Magellan’s Counsel mutually agree in writing to proceed with the Settlement Agreement.

16

17 11.3 Within seven days after the Opt-Out Date, the Settlement Administrator
18 shall furnish to Class Counsel and to Magellan’s Counsel a complete list of all timely and
19 valid requests for exclusion (the “Opt-Out List”).

20

21 11.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 7.1,
22 7.2, and 7.3 above are not approved by the Court or the settlement set forth in the Settlement
23 Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be
24 restored to their respective positions in the Litigation and shall jointly request that all
25 scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice
26 to any Settling Party or Settling Party’s counsel, and (b) the terms and provisions of the
27 Settlement Agreement shall have no further force and effect with respect to the Settling
28

1 Parties and shall not be used in the Litigation or in any other proceeding for any purpose,
2 and any judgment or order entered by the Court in accordance with the terms of the
3 Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any
4 statement in this Settlement Agreement to the contrary, no order of the Court or
5 modification or reversal on appeal of any order reducing the amount of attorneys' fees,
6 costs, expenses, and/or service awards shall constitute grounds for cancellation or
7 termination of the Settlement Agreement. Further, notwithstanding any statement in this
8 Settlement Agreement to the contrary, Magellan shall be obligated to pay amounts already
9 billed or incurred for costs of notice to the Settlement Class above and shall not, at any
10 time, seek recovery of same from any other party to the Litigation or from counsel to any
11 other party to the Litigation.
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15 **12. Miscellaneous Provisions**

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17 12.1 The Settling Parties (i) acknowledge that it is their intent to consummate this
18 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and
19 implement all terms and conditions of this Settlement Agreement, and to exercise their best
20 efforts to accomplish the terms and conditions of this Settlement Agreement.
21

22 12.2 The Settling Parties intend this settlement to be a final and complete
23 resolution of all disputes between them with respect to the Litigation. The settlement
24 compromises claims that are contested and shall not be deemed an admission by any
25 Settling Party as to the merits of any claim or defense. The Settling Parties each agree that
26 the settlement was negotiated in good faith by the Settling Parties and reflects a settlement
27 that was reached voluntarily after consultation with competent legal counsel. The Settling
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1 Parties reserve their right to rebut, in a manner that such party determines to be appropriate,
2 any contention made in any public forum that the Litigation was brought or defended in
3 bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to
4 any other Party as it relates to the Litigation, except as set forth herein.
5

6 12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor
7 any act performed or document executed pursuant to or in furtherance of the Settlement
8 Agreement or the settlement (i) is or may be deemed to be or may be used as an admission
9 of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing
10 or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used
11 as an admission of, or evidence of, any fault or omission of any of the Released Parties in
12 any civil, criminal or administrative proceeding in any court, administrative agency or
13 other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the
14 Judgment in any action that may be brought against them or any of them in order to support
15 a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
16 good faith settlement, judgment bar, or reduction or any other theory of claim preclusion
17 or issue preclusion or similar defense or counterclaim.
18

19 12.4 The Settlement Agreement may be amended or modified only by a written
20 instrument signed by or on behalf of all Settling Parties or their respective successors-in-
21 interest.
22

23 12.5 This Agreement contains the entire understanding between Magellan and
24 Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous
25 negotiations, agreements, commitments, understandings, and writings between Magellan
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1 and Plaintiffs in connection with the payment of the Litigation settlement. Except as
2 otherwise provided herein, each party shall bear its own costs.

3
4 12.6 Class Counsel, on behalf of the Settlement Class, is expressly authorized by
5 Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement
6 Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly
7 authorized to enter into any modifications or amendments to the Settlement Agreement on
8 behalf of the Settlement Class which they deem appropriate in order to carry out the spirit
9 of this Settlement Agreement and to ensure fairness to the Settlement Class.
10

11 12.7 Each counsel or other Person executing the Settlement Agreement on behalf
12 of any party hereto hereby warrants that such Person has the full authority to do so.
13

14 12.8 The Settlement Agreement may be executed in one or more counterparts.
15 All executed counterparts and each of them shall be deemed to be one and the same
16 instrument. A complete set of original executed counterparts shall be filed with the Court.
17

18 12.9 The Settlement Agreement shall be binding upon, and inure to the benefit
19 of, the successors and assigns of the parties hereto.
20

21 12.10 The Court shall retain jurisdiction with respect to implementation and
22 enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the
23 jurisdiction of the Court for purposes of implementing and enforcing the settlement
24 embodied in the Settlement Agreement.
25

26 12.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,”
27 and “him” means “him, her, or it.”
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12.12 All dollar amounts are in United States dollars (USD).

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
DENVER

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12.13 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until 180 days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Magellan shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶¶ 2.1 or 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

12.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

/s/ 

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Class*

EXHIBIT A-1

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

MAGELLAN SETTLEMENT CLAIM FORM

Griffey et al. v. Magellan Health, Incorporated.
Case No. CV-20-01282-PHX-MTL
United States District Court for the District of Arizona

**MAGELLAN-
A-1**

**USE THIS FORM
ONLY IF YOU ARE A CLAIMS-MADE SETTLEMENT CLASS MEMBER**

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as a Claims-Made Settlement Class whose personally identifiable information and/or protected health information may have been exposed to unauthorized third parties as a result of the Data Incident experienced by Magellan in 2020 (“Data Incident”). Your Social Security number was not involved in the Data Incident

The easiest way to submit a claim is online at www.XXXX.com, or you can complete and mail this Claim Form to the mailing address below.

Magellan Settlement Administrator
Kroll mailing address

To receive any of these benefits, you must submit the Claim Form below by <<DATE>>.

You may submit a claim for the following benefits:

- 1) **Expense Reimbursement:** You may be eligible for reimbursement for certain documented out-of-pocket expenses, not to exceed \$750 per Claims-Made Settlement Class Member, that were incurred as a result of the Data Incident. may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. You must attest that the Monetary Losses are fairly traceable to the Data Incident and not incurred due to some other event or reason.
- 2) **Time Spent Dealing With the Data Incident:** You have the right to make a claim for up to three (3) hours of lost time, at \$20/hour, for time spent dealing with the effects of the Data Incident. This amount is subject to the \$750 per member cap.
- 3) **Identity Theft Protection:** You may submit a claim for 12-months of identity-theft protection benefits.

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.

Please note: the Settlement Administrator may contact you to request additional documentation to process your claim. For more information and complete instructions, please visit **[Settlement website]**.

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

MAGELLAN SETTLEMENT CLAIM FORM

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

Griffey et al. v. Magellan Health, Incorporated.
Case No. CV-20-01282-PHX-MTL
United States District Court for the District of Arizona

**MAGELLAN-
A-1**

Settlement benefits will be distributed only after the Settlement is approved by the Court.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

Check this box to certify that you were notified of the Data Incident and/or Settlement.

Enter the Notice ID Number provided on your Postcard Notice. Your Notice ID is located on the front of the postcard notice that was sent to Settlement Class Members via U.S. Mail. If you lost or do not know your Unique ID, you may contact the Settlement Administrator at **[insert email address]**

Notice ID Number

III. IDENTITY THEFT PROTECTION

Check this box if you elect to receive twelve (12) months of free identity-theft -protection service.

IV. REIMBURSEMENT FOR LOST TIME

All Claims-Made Settlement Class Members who have spent time dealing with the Data Incident may claim up to three (3) hours for lost time at a rate of \$20.00 per hour. Any payment for lost time is included in the \$750 cap per Claims-Made Settlement Class Member (no documentation is required).

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

MAGELLAN SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

MAGELLAN-A-1

Griffey et al. v. Magellan Health, Incorporated.
 Case No. CV-20-01282-PHX-MTL
 United States District Court for the District of Arizona

Hours claimed (up to 3 hours – check one box) 1 Hour 2 Hours 3 Hours

I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Data Incident and not incurred due to some other event or reason.

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Incident. Check all activities, below, which apply.

- Calling bank/credit card customer service lines regarding fraudulent transactions.
- Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
- Time on the internet verifying fraudulent transactions.
- Time on the internet updating automatic payment programs due to new card issuance.
- Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
- Other. Provide description(s) here:

V. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

All Claims-Made Settlement Class Members may submit a claim for reimbursement of the following **documented** out-of-pocket expenses, not to exceed \$750 per Claims-Made Settlement Class Member, that were incurred as a result of the Data Incident:

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance	<input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

MAGELLAN SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

MAGELLAN-A-1

Griffey et al. v. Magellan Health, Incorporated.
Case No. CV-20-01282-PHX-MTL
United States District Court for the District of Arizona

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided above.

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

EXHIBIT A-2

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

MAGELLAN SETTLEMENT CLAIM FORM

Griffey et al. v. Magellan Health, Incorporated.
Case No. CV-20-01282-PHX-MTL
United States District Court for the District of Arizona

**MAGELLAN-
A-2**

USE THIS FORM
ONLY IF YOU ARE A COMMON-FUND SETTLEMENT CLASS MEMBER

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as a Common-Fund Settlement Class Member whose personally identifiable information and/or protected health information, including your Social Security number may have been exposed to unauthorized third parties as a result of the Data Incident experienced by Magellan in 2020 (the "Data Incident"). You may submit a claim for Settlement benefits, outlined below.

The easiest way to submit a claim is online at www.XXXX.com, or you can complete and mail this Claim Form to the mailing address below.

Magellan Settlement Administrator
Kroll mailing address

To receive any of these benefits, you must submit the Claim Form below by <<DATE>>.

You may submit a claim for the following benefits:

- 1) **Pro-Rata Cash Payment:** Common-Fund Settlement Class Members may submit a Claim for a cash payment of \$100.
 - a) 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 (\$1.5 million).
 - b) Common-Fund Settlement Class Members who select this \$100 Cash Payment may not claim any of the other benefits offered herein.

OR

- 2) **Expense Reimbursement:**
 - a) Documented Out-of-Pocket Expenses: You may submit a claim for reimbursement for certain documented out-of-pocket expenses, not to exceed \$5,000 Common-Fund Settlement Class Member, that were incurred as a result of the Data Incident. Documented Out-of-Pocket Expenses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. You must attest that the Documented Out-of-Pocket Expenses are fairly traceable to Data Incident and not incurred due to some other event or reason.
 - b) Time Spent Dealing With the Data Incident: You have the right to make a claim for up to five (5) hours of lost time, at \$25/hour, for time spent dealing with the Data Incident. This amount is subject to the \$5,000 per member cap.

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

**CLAIM FORM MAGELLAN
SETTLEMENT**

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

Griffey et al. v. Magellan Health, Incorporated.
Case No. CV-20-01282-PHX-MTL
United States District Court for the District of Arizona

**MAGELLAN-
A-2**

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.

Please note: the Settlement Administrator may contact you to request additional documentation to process your claim. For more information and complete instructions, please visit **[Settlement website]**.

Settlement benefits will be distributed only after the Settlement is approved by the Court.

V. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

- Check this box to certify that you were notified of the Data Incident and/or Settlement, including that your Social Security number may have been involved in the Data Incident

Enter the Notice ID Number provided on your Postcard Notice. Your Notice ID is located on the front of the postcard notice that was sent to Settlement Class Members via U.S. Mail. If you lost or do not know your Unique ID, you may contact the Settlement Administrator at **[insert email address]** :

Notice ID Number

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

**CLAIM FORM MAGELLAN
SETTLEMENT**

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

Griffey et al. v. Magellan Health, Incorporated.
Case No. CV-20-01282-PHX-MTL
United States District Court for the District of Arizona

**MAGELLAN-
A-2**

III. PRO RATA CASH PAYMENT

Check this box if you elect to receive a cash payment of \$100.

This amount may increase or decrease on a pro rata basis, depending upon the number of claims filed and approved.

IF YOU SELECT THIS CASH BENEFIT, YOU MAY NOT CLAIM ANY OF THE OTHER SETTLEMENT BENEFITS.

V. REIMBURSEMENT FOR LOST TIME

All Common-Fund Settlement Class Members who have spent time dealing with the Data Incident may claim up to five (5) hours for lost time at a rate of \$25.00 per hour. Any payment for lost time is included in the \$5,000 cap per Common-Fund Settlement Class Member (no documentation is required).

Hours claimed (up to 5 hours – check one box) 1 Hour 2 Hours 3 Hours Hours 5 Hours

I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Data Incident and not incurred due to some other event or reason.

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Incident. Check all activities, below, which apply.

- Calling bank/credit card customer service lines regarding fraudulent transactions.
- Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
- Time on the internet verifying fraudulent transactions.
- Time on the internet updating automatic payment programs due to new card issuance.
- Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
- Other. Provide description(s) here:

**CLAIM FORM MAGELLAN
SETTLEMENT**

Your claim must be submitted online or postmarked by: MONTH DD, 2023

Griffey et al. v. Magellan Health, Incorporated.
Case No. CV-20-01282-PHX-MTL
United States District Court for the District of Arizona

**MAGELLAN-
A-2**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
services incurred as a result of the Data Incident.		
Examples of Supporting Documentation: <i>Invoices or statements reflecting payments made for professional fees/services.</i>		
YOU MUST SUBMIT DOCUMENTATION OF YOUR OUT-OF-POCKET EXPENSES		
<input type="radio"/> I attest and affirm to the best of my knowledge and belief that any claimed expenses were incurred as a result of the Data Incident and not incurred due to some other event or reason.		

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided above.

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

EXHIBIT B-1

**A proposed Settlement has been reached in a class action lawsuit
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**

A settlement has been reached in a class action lawsuit against Magellan Health, Inc arising 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.

You are receiving this notice because you may be a Claim-Made Settlement Class Member. You are a Claims-Made Settlement Class Member if you were notified that your PII/PHI may have been impacted in the Data Incident.

Under the terms of the Settlement, you may submit a Claim for the following benefits:

- **Documented Out-of-Pocket Loss Expense Reimbursement:** Reimbursement for up to \$750 for documented out-of-pocket expenses.
- **Lost Time Reimbursement:** Reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (at \$20 per hour).
- **Identity-Theft Protection Services:** 12-month subscription of identity-theft-protection services.

The easiest way to submit a claim is online at www.XXXXX.com using your Unique ID found on the front of this postcard. To be eligible, you must complete and submit a Valid Claim Form, postmarked or submitted online on or before **[INSERT DATE]**. You can exclude yourself or object to the settlement, including Class Counsel’s request for attorneys’ fees, expenses, and service awards for the Class Representatives on or before **[INSERT DATE]**. If you do not exclude yourself from the Settlement, you will remain in the class and give up the right to sue Magellan, Magellan’s Related Entities, or the Released Parties for the Released Claims in the Settlement. **A summary of your rights under the Settlement and instructions regarding how to submit a Claim, exclude yourself, or object to the Settlement are available at www.XXXXXX.com.**

The Court will hold the Final Fairness Hearing at **[INSERT]** to consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel’s request for an award of attorneys’ fees of up to \$1,250,000 plus case expenses, and Class Counsel’s request for service awards for the Class Representatives. Defendant reserves its rights to object to Class Counsel’s request for fees, expenses, and service awards. Any award for attorneys’ fees, costs, and expenses for Class Counsel, and for Service Awards to Class Representatives will be paid out of the Claims-Made Settlement Benefits. The Court will also determine whether the Settlement should be approved. You may attend the hearing, at your own expense, but you don’t have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, Class Counsel’s Application for Attorneys’ Fees, Expenses, and Service Awards, and other documents, visit **[INSERT WEBSITE]** or call **[INSERT PHONE #]**.

EXHIBIT B-2

A proposed Settlement has been reached in a class action lawsuit 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

A settlement has been reached in a class action lawsuit against Magellan Health, Inc arising 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.

You are receiving this notice because you may be a Common- und Settlement Class Member. You are a Common-Fund Settlement Class Member if you were notified that your PII/PHI and Social Security number may have been impacted in the Data Incident.

Under the terms of the Settlement, you may submit a Claim for the following benefits:

- **Cash Payment:** \$100 cash payment, adjusted up or down depending upon the number of claims approved, and in lieu of any other benefits.
- **Documented Out-of-Pocket Loss Expense Reimbursement:** Reimbursement for up to \$5,000 for documented out-of-pocket expenses, and
- **Lost Time Reimbursement:** Reimbursement for up to five (5) hours of lost time spent dealing with the Data Incident (at \$25 per hour).

The easiest way to submit a claim is online at www.XXXXX.com using your Unique ID found on the front of this postcard. To be eligible, you must complete and submit a Valid Claim Form, postmarked or submitted online on or before **[INSERT DATE]**.

You can exclude yourself or object to the settlement, including Class Counsel’s request for attorneys’ fees, expenses, and service awards for the Class Representatives on or before **[INSERT DATE]**. If you do not exclude yourself from the Settlement, you will remain in the class and give up the right to sue Magellan, Magellan’s Related Entities, or the Released Parties for the Released Claims in the Settlement. **A summary of your rights under the Settlement and instructions regarding how to submit a Claim, exclude yourself, or object to the Settlement are available at www.XXXXX.com.**

The Court will hold the Final Fairness Hearing at **[INSERT]** to consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel’s request for an award of attorneys’ fees of up to \$1,250,000 plus case expenses, and Class Counsel’s request for service awards for the Class Representatives. Defendant reserves its rights to object to Class Counsel’s request for fees, expenses, and service awards. The Court will also determine whether the Settlement should be approved. You may attend the hearing, at your own expense, but you don’t have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, Class Counsel’s Application for Attorneys’ Fees, Expenses, and Service Awards, and other documents, visit **[INSERT WEBSITE]** or call **[INSERT PHONE #]**.

EXHIBIT C

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 available Settlement benefits 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 [INSERT DATE] or, if mailed, postmarked no later than [INSERT DATE].
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 [INSERT DATE].
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 [INSERT DATE]. 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 [INSERT DATE].

HAT THIS NOTICE CONTAINS

Basic Information..... Pages -

1. How do I know if I am affected by the Lawsuit and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

The Settlement Benefits..... Pages -

6. What does this Settlement provide?
7. How to submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representatives receive compensation?

Exclude Yourself..... Page -

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue Defendant or the Released Parties later?
12. What happens if I do nothing at all?

The Lawyers Representing You Page

- 13. Do I have a lawyer in the case?
- 14. How will the lawyers be paid?

Ob ecting to the Settlement..... Page -10

- 15. How do I tell the Court that I do not like the Settlement?
- 16. What is the difference between objecting and asking to be excluded?

The Final Fairness Hearing..... Page 10-11

- 17. When and where will the Court decide whether to approve the Settlement?
- 18. Do I have to come to the hearing?
- 19. May I speak at the hearing?

Do Nothing..... Page 11

- 20. What happens if I do nothing?

Get More Information Page 11

- 21. How do I get more information about the Settlement?

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’ personal 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 Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [INSERT].

. 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.”

. 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 [INSERT], call toll free [INSERT], or write to [INSERT].

THE SETTLEMENT BENEFITS

. 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 the Claims Deadline. 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 Claims 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 Claims Deadline. 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 Claims 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.

. 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 [INSERT DATE] or postmarked no later than [INSERT DATE]. You can download a Claim Form at [INSERT] or you can call the Settlement Administrator at [INSERT] for a Claim Form.

. What am I giving up as part of the Settlement?

If you stay in the Settlement, you will be eligible 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 [INSERT WEBSITE].

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.

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 **[INSERT]** to:

[INSERT MAILING ADDRESS]

Instructions on how to submit a request for exclusion are available at **[INSERT WEBSITE]** or from the Claims Administrator by calling **[INSERT PHONE #]**.

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 Approval 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.

1 . 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 Plaintiff’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, [INSERT WEBSITE], 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

1 . 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 [INSERT DATE], to Class Counsel and Magellan's Counsel at the addresses below:

CLASS COUNSEL	DEFENSE COUNSEL
<p style="text-align: center;">David K. Lietz MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 5335 Wisconsin Avenue NW Suite 440 Washington, D.C. 20015-2052</p>	<p style="text-align: center;">Christopher A. Wiech Keeley O. Cronin BAKER & HOSTETLER LLP 1801 California Street, Suite 4400 Denver, CO 80202</p>

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 [INSERT DATE], you will be considered to have waived all objections and will not be entitled to speak at the Final Fairness Hearing.

1 . 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

1 . When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION] 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 [INSERT WEBSITE] 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.

1 . 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.

1 . 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. hat 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 [INSERT WEBSITE] or call [INSERT PHONE]. You may also contact the Settlement Administrator at [INSERT MAILING ADDRESS].

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

EXHIBIT D

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Chris Griffey, et al.,
Plaintiffs,
v.
Magellan Health, Incorporated,
Defendant.

No. CV-20-01282-PHX-MTL (Lead)
No. CV-20-01350-PHX-MTL (Consol.)

**[PROPOSED] ORDER ON
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

(Assigned to the Honorable Michael T.
Liburdi)

Daniel Ranson, et al.,
Plaintiffs,
v.
Magellan Health, Incorporated,
Defendant.

This case is before the Court on Plaintiffs’ Chris Griffey, Bharath Maduranthgam Rayam, Laura Leather, Clara Williams, Daniel Ranson, Mitchell Flanders, and Keith Lewis (collectively “Plaintiffs”) Unopposed Motion for Preliminary Approval of the Class Action Settlement (the “Motion”). The Court, having considered the Motion, the supporting brief, the parties’ Settlement Agreement dated June 20, 2023, (the “Settlement”); the proposed Claim Forms, Short Form Notices, and Long Form Notice (attached as Exhibits A-1, A-2, B-1, B-2, and C, respectively, to the Settlement Agreement); the pleadings and other papers filed in this Action; and the statements of counsel and the Parties, and for good cause shown:

1 respectively, to the Settlement Agreement, and finds that the dissemination of the
2 Settlement Notices substantially in the manner and form set forth in Section 9 of the
3 Settlement Agreement (“Notice Plan”) complies fully with the requirements of Federal
4 Rule of Civil Procedure 23 and the due process of law, and is the best notice practicable
5 under the circumstances.

6 8. The Court further approves the Claim Forms, substantially similar to
7 Exhibits A-1 and A-2 to the Settlement Agreement, which will be available both on the
8 Settlement Website and by request.

9 9. The notice procedures described in the Notice Plan are hereby found to be
10 the best means of providing notice under the circumstances and, when completed, shall
11 constitute due and sufficient notice of the proposed Settlement and the Final Fairness
12 Hearing to all persons affected by and/or entitled to participate in the Settlement, in full
13 compliance with the notice requirements of Rule 23 of the Federal Rules of Civil
14 Procedure and due process of law.

15 10. The Court hereby orders that, within fourteen (14) days of the entry of this
16 Order, Magellan shall provide the Settlement Administrator with the name and last
17 known physical address of each Settlement Class Member that Magellan possesses.

18 11. No later than forty-five (45) days from the date of this Order preliminarily
19 approving the Settlement Agreement, the Settlement Administrator shall send the Short
20 Notices to each Settlement Class Member through mailing the Short Form Notices via
21 U.S. Mail, first-class; and shall publish the Long Notice on the Settlement Website as
22 stated in the proposed Notice Plan. All mailings and remailings to any Settlement Class
23 Members shall be completed (60) days from the date of this Order preliminarily
24 approving the Settlement Agreement. Contemporaneously with seeking Final Approval
25 of the Settlement, Class Counsel shall cause to be filed with the Court an appropriate
26 affidavit or declaration from the Claims Administrator with respect to complying with
27 the Notice Plan.

1 12. All costs incurred in disseminating or otherwise in connection with the
2 Settlement Notice shall be paid by Magellan pursuant to the Settlement Agreement.

3 13. The Settlement Notices and Claim Form satisfy the requirements of due
4 process and of Rule 23(e) of the Federal Rules of Civil Procedure and are thus approved
5 for dissemination to the Settlement Class. The Claim Forms shall be made available to
6 the Settlement Class Members as set forth in the Notice Plan and shall be made available
7 to any potential Class Member that requests one.

8 **Attorneys' Fees, Costs, and Service Awards**

9 14. The Settlement provides that, as part of the Settlement, the Court shall
10 determine the amount of any award of attorneys' fees, costs, and service awards. Pursuant
11 to the Settlement, Plaintiffs shall file their motion requesting attorneys' fees, costs, and
12 service awards within 46 days after the Notice Date. Magellan has retained any and all
13 rights to oppose any such filed motions on all available grounds related to the amount of
14 the attorneys' fees, costs, and/or service awards.

15 **Responses by Settlement Class Members and the Scheduling of a Final Fairness**
16 **Hearing**

17 15. Settlement Class Members may opt-out or object up to sixty (60) days from
18 the Notice Commencement Date (the "Opt-Out Deadline").

19 16. Any member of the Settlement Class Members who wish to be excluded
20 ("opt-out") from the Settlement Class must send a written request to the designated Post
21 Office box established by the Claims Administrator postmarked on or before the Opt-Out
22 Deadline. Members of the Settlement Class may not opt-out of the Settlement by
23 submitting requests to opt-out as a group or class, but must in each instance individually
24 and personally submit an opt-out request. All Settlement Class Members who opt-out of
25 the Settlement will not be eligible to receive any benefits under the Settlement, will not
26 be bound by any further orders or judgments entered for or against the Settlement Class,
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1 and will preserve their ability to independently pursue any claims they may have against
2 Magellan.

3 17. Any member of the Settlement Class Members who does not properly and
4 timely opt-out of the Settlement shall, upon entry of the Order and Final Judgment, be
5 bound by all the terms and provisions of the Settlement Agreement and Released Claims,
6 whether or not such Settlement Class Member objected to the Settlement and whether or
7 not such Settlement Class Member received consideration under the Settlement
8 Agreement.

9 18. The Court adopts the following schedule for the remaining events in this
10 case, which ensures that the appropriate state and federal officials are served with the
11 notification required by the Class Action Fairness Act:

Event	Date
Settlement Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days after the filing of this Motion
Magellan to Provide Contact Information for Settlement Class Members to Settlement Administrator	Within 14 days after Entry of Preliminary Approval Order
Notice Program Commences (Notice Date)	45 days after entry of Preliminary Approval Order
Notice Program Concludes	60 days after entry of Preliminary Approval Order
Compliance with CAFA Waiting Period under 28 U.S.C. § 1715(d)	90 days after the Appropriate Governmental Officials are Served with CAFA Notice
Deadline to file Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards	46 days after the Notice Date
Deadline for Magellan to file Response in Opposition to Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards	21 days after Plaintiffs file their Motion for Attorneys' Fees, Expenses, and Service Awards
Postmark Deadline for Request for Exclusion ("Opt-Out") or Objections	60 days after the Notice Date

1 of no later than sixty (60) days after the Notice Commencement Date or filed with the
2 Court no later than sixty (60) days after the Notice Commencement Date.

3 26. Only Settlement Class Members who have filed and served valid and
4 timely notices of objection shall be entitled to be heard at the Final Fairness Hearing. Any
5 Settlement Class Member who does not timely mail or file and serve an objection in
6 writing in accordance with the procedure set forth in the Class Notice and mandated in
7 this Order shall be deemed to have waived any objection to (a) the Settlement; (b) the
8 Released Claims and Released Parties; (c) entry of Final Approval Order or any
9 judgment; (d) Proposed Class Counsel's application for fees, costs, and expenses, and/or
10 (e) the service award request for the named Plaintiffs, whether by appeal, collateral
11 attack, or otherwise.

12 27. Settlement Class Members need not appear at the hearing or take any other
13 action to indicate their approval.

14 28. Upon entry of the Order and Final Judgment, all members of the Settlement
15 Class who have not personally and timely requested to be excluded from the Settlement
16 Class will be enjoined from proceeding against Magellan with respect to all of the
17 Released Claims and the Released Parties.

18 29. The Settlement Administrator shall prepare and send all notices that are
19 required by the Class Action Fairness Act of 2005 ("CAFA") as specified in 28 U.S.C.
20 1715. Class Counsel and Counsel for Magellan shall cooperate promptly and fully in the
21 preparation of such notices, including providing Magellan with any and all information
22 in their possession necessary for the preparation of these notices. Magellan shall provide
23 courtesy copies of the notices to Proposed Class Counsel for the purpose of implementing
24 the settlement. Magellan shall provide notice to Class Counsel of compliance with the
25 CAFA requirements within ten (10) days of providing notice to Attorneys General under
26 CAFA.

1 Settlement Agreement or herein or in any other settlement-related document, shall
2 constitute, be construed as or be deemed to be evidence of or an admission or concession
3 by Magellan as to the validity of any claim that has been or could have been asserted
4 against it or as to any liability by it as to any matter set forth in this Order, or as to the
5 propriety of class certification for any purposes other than for purposes of the current
6 proposed settlement.

7 **IT IS SO ORDERED.**