

Notice of Proposed Class Action Settlement and Fairness Hearing

LEGAL NOTICE BY ORDER OF THE
UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF NEW YORK

If ANTHEM, INC. or ANTHEM UM SERVICES, INC. denied your claim for health insurance coverage for RESIDENTIAL TREATMENT of a mental health condition or substance use disorder between April 29, 2017 and April 30, 2025, you may be entitled to a payment from the proposed settlement of a class action lawsuit.

*A federal court authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.*

**PLEASE READ THIS NOTICE CAREFULLY – YOUR RIGHTS MAY BE
AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT**

Please use this login to submit your Claim Form or Opt Out Form Online:

- There is a proposed settlement (the “Settlement”) with Anthem, Inc. and Anthem UM Services, Inc. (together, “Anthem”) in a class action lawsuit, *Collins et al. v. Anthem Inc., et al.*, No. 2:20-cv-01969-FB-SIL (E.D.N.Y) (the “Lawsuit”).
- The Settlement resolves a Lawsuit concerning whether Anthem complied with its obligations under the Employee Retirement Income Security Act of 1974 (“ERISA”) and the Mental Health Parity and Addiction Equity Act of 2008 (the “Parity Act”) in its administration of employer-sponsored health plans. The Lawsuit claims that Anthem denied certain coverage requests for residential treatment services, determining that the care was not medically necessary. It further alleges that Anthem applied medical necessity criteria that were more restrictive than generally accepted standards of care, the terms of the relevant health benefit plans, and the criteria used for comparable medical services.
- Anthem denies all of the Plaintiffs’ allegations and claims but has entered into this Settlement to avoid the expense and uncertainty of litigation.
- The Settlement provides for monetary payments to Class Members.
- Under the Settlement, Class Members will release any individual legal claims they may have against Anthem arising out of or related to Anthem’s denials of coverage for residential treatment of mental health conditions or substance use disorders for lack of medical necessity between April 29, 2017 and April 30, 2025 (the “Class Period”).
- Your rights and options—and the deadlines to exercise them—are explained in this notice. Read this notice carefully.
- If you have questions, go to www.anthem-rtc-criteria-settlement.com, call 1-(844) 496-0857, or email info@anthem-rtc-criteria-settlement.com. You can also write to *Collins v. Anthem, Inc. Settlement Administrator*, c/o Simpluris, P.O. Box 25226, Santa Ana, CA 92799.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS FOR THE SETTLEMENT

REMAIN A MEMBER OF THE CLASS	To remain a Class Member for the Settlement, you do not need to do anything. You automatically will be included in the Class and you will receive a Nominal Payment from the Settlement Fund. If you remain in the Class, you will give up your right to sue Anthem for claims relating to the subject matter of the Lawsuit.
SUBMIT A CLAIM FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES	If you paid out-of-pocket for residential treatment services after Anthem denied your request for coverage, you may submit a claim for reimbursement of <u>a portion</u> of those expenses from the Settlement Fund. The amount you receive will depend in part on how many Class Members submit claims. It is unlikely you will receive a full reimbursement of all amounts you paid out-of-pocket. The claim form and your proof of payment must be submitted electronically or postmarked no later than January 20, 2026.
EXCLUDE YOURSELF FROM THE CLASS	You may request exclusion from the Class (also known as “opting out”) by filling out the “Opt-Out Form” online or submitting an email or letter to the Settlement Administrator at the address below. The request for exclusion must be submitted electronically or postmarked no later than December 19, 2025. If you exclude yourself from the Settlement, you may pursue your claims individually, and you will not be bound by any judgments or orders of the Court as to the Settlement, but you will not be eligible for any payment from the Settlement, nor will you be able to object to the Settlement.
OBJECT TO THE SETTLEMENT	To object to the Settlement, you must send a copy of the appropriate papers via mail to the Court, Class Counsel, and counsel for Anthem. Their addresses are listed below. Your written objection must be filed with the Court and sent to Class Counsel and Anthem’s counsel no later than December 19, 2025. If you object to the Settlement, you will remain a Class Member.
GO TO A HEARING	You may ask to speak in Court about the fairness of the Settlement. The Court will hold a Fairness Hearing on January 26, 2026, at 11:00 a.m. to consider whether the Settlement is fair, reasonable, and adequate. The Court may also consider the motion for Class Counsel’s attorneys’ fees expenses and for incentive awards for the class representatives. If you want to speak at the Fairness Hearing, you must let the Court and the parties know by including in your objection a statement confirming you intend to appear at the hearing. Additionally, you cannot speak at the hearing if you opt out of the Settlement.

BASIC INFORMATION

1. Why should I read this notice?

The Court has certified a Class in the above-described Lawsuit. This class consists of individuals whose coverage requests for insurance benefits for residential treatment of a mental illness or substance use disorder were denied by Anthem, based upon Anthem's medical necessity criteria, during certain time periods. The Class is more fully described below.

This notice provides a summary of the Lawsuit and a proposed Settlement. It also describes who is included in the Class, the effect of participating in the proposed Settlement as a Class Member, and how to request exclusion from the class.

2. What is this Lawsuit about?

This is a civil lawsuit filed in the United States District Court for the Eastern District of New York. The complaint names as defendants Anthem, Inc. and Anthem UM Services, Inc.

On March 19, 2024, the Court certified the Class and appointed the named Plaintiffs—Marissa Collins, Karyn Sanchez, James Burnett, and A.I. (a pseudonym)—as Class Representatives.

2a. Plaintiffs' claims

Plaintiffs assert claims under two federal statutes: ERISA and the Parity Act. Plaintiffs allege that Anthem violated ERISA in two ways: (1) by creating and adopting medical necessity criteria (the "Challenged Guidelines") for its use in adjudicating claims for insurance benefits for residential treatment of mental illness or substance use disorders, that were more restrictive than generally accepted standards of care and the terms of the Class Members' health benefit plans, which Plaintiffs claim breached fiduciary duties Anthem owed to the Class Members; and (2) by using the Challenged Guidelines to deny the Class Members' coverage requests for benefits for residential treatment for mental illness or substance use disorders, which Plaintiffs contend made the denials arbitrary and capricious.

Plaintiffs allege that Anthem violated the Parity Act because the Challenged Guidelines were more restrictive than the medical necessity criteria Anthem used to evaluate comparable services to treat medical and surgical conditions.

2b. Anthem denies liability

Anthem denies any wrongdoing or liability for the claims alleged and asserts that it properly utilized appropriate guidelines to review requests for coverage for residential treatment during the period at issue in this case.

3. Who is a class member?

In an order dated March 19, 2024, the Court certified a Rule 23(b)(2) class defined as follows:

Any member of a health benefit plan governed by ERISA, the terms of which require that covered services must be provided in accordance with generally accepted standards of medical practice, (a) whose request for coverage of residential treatment services for a behavioral health disorder was denied for lack of medical necessity by Anthem UM Services, Inc. on or after April 29, 2017; where (b) such denial was based on Anthem's Clinical UM Guidelines or the MCG Guidelines for Residential Behavioral Health Level of Care; and (c) such denial was not reversed on administrative appeal.

The Class Period is April 29, 2017 to April 30, 2025.

Anthem's records indicate that you sought coverage for residential treatment under a health plan administered by Anthem and that, within the Class Period, Anthem denied your request based on the Challenged Guidelines. Therefore, you are a Class Member unless you opt out.

If you are not sure whether you are a Class Member, you can email or write to the lawyers in this case at the addresses listed in Question 10.

4. Did the Court decide who is right?

No, the parties entered into the Settlement before the Lawsuit reached a trial or court decision, so if the Court approves the Settlement, there will not be a trial or a decision about which side was right.

5. What does the Settlement do?

The Settlement has two major parts: (1) payments to Class Members; and (2) a release by Class Members of legal claims arising out of or related to Anthem's denials of the Class Members' requests for coverage of residential treatment during the Class Period.

5.a. Payments to Class Members

Under the Settlement, Anthem will make a lump sum payment of \$12.875 million. This Settlement Amount, after subtracting settlement administration costs, attorneys' fees and expenses, and any Class Representative incentive award, will make up the "Settlement Fund." The Settlement Fund will be used to reimburse Class Members for out-of-pocket payments they made for residential treatment services after Anthem denied coverage based on the Challenged Guidelines (a "Qualifying Denial") and to provide a nominal payment to all other Class Members. A Settlement Administrator who has experience handling cases that involve personal health information will oversee the distribution of payments from the Settlement Fund to Class Members.

The allocation of the Settlement Fund to Class Members (the "Plan of Allocation") will be as follows:

All Class Members will receive either a pro rata share of the Out-of-Pocket Reimbursement Fund (a "Pro Rata Reimbursement Payment") or a Nominal Payment of at least \$100.00.

To receive a Pro Rata Reimbursement Payment, a Class Member must timely submit a Claim Form and Proof of Payment sufficient to establish that they paid out-of-pocket for an episode of residential treatment that began no later than 14 days after a Qualifying Denial (*i.e.*, a "Recognized RTC Treatment Episode"). The maximum number of days of residential treatment that will be eligible for reimbursement from the Out-of-Pocket Reimbursement Fund is 365 days per Recognized RTC Treatment Episode.

A Claim Form and instructions for submitting Proof of Payment is included with this Notice. To be considered timely, Claim Forms must be submitted online or postmarked no later than January 20, 2026.

The Settlement Administrator will determine whether each timely Claim Form qualifies for a Pro Rata Reimbursement Payment. Class Members who submitted qualifying claims will share the Out-of-Pocket Reimbursement Fund on a pro rata basis.

All Class Members who do not receive a Pro Rata Reimbursement Payment will receive a Nominal Payment, which will not be less than \$100.00.

The complete Plan of Allocation is available online at www.anthem-rtc-criteria-settlement.com.

5.b. Release of claims Against Anthem

Upon the Effective Date of the Settlement Agreement after final approval by the Court, the Class Members will release Anthem (and related entities) for all legal claims against it arising out of or related to Anthem's denials of the Class Members' requests for coverage of residential treatment for lack of medical necessity during the Class Period. The definition of "Released Claims" in the Settlement Agreement is:

"Released Claims" means all claims raised in the Complaints and any and all liabilities, suits, debts, covenants, controversies, promises, judgments, rights, claims, actions, class claims, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that were or could have been alleged or asserted in this Litigation, with respect to the Class Members' requests for benefits for residential treatment services that were denied for lack of medical necessity throughout the Class Period.

6. What happens if I do nothing?

If you do nothing, you will be included in the Class. You will get at least a Nominal Payment according to the Plan of Allocation described above, and you will have the opportunity to submit a claim for a Pro Rata Reimbursement Payment. And you will be bound by the Settlement if it is finally approved by the Court. If you do nothing, you will not be able to sue Anthem on your own for the Released Claims as described in the part of Question 5.b titled “Release of Claims against Anthem.” If you want to pursue any claim related to the issues in this case on your own and at your own expense, you should opt out of the Settlement.

7. Why would I ask to be excluded (opt out)?

You should ask to be excluded if you want to keep your right to pursue your own individual lawsuit against Anthem relating to the issues in this Lawsuit. If you choose to opt out, you will not receive any payment from the Settlement Fund, but you will not be bound by the Settlement either, including the Release of Claims.

8. How do I opt out of the Class?

To exclude yourself from the Class, you must do one of the following: (1) go to www.anthem-rtc-criteria-settlement.com and follow the directions for how to fill out and submit the Opt-Out Form electronically; (2) download and print out the Opt-Out Form from the website, fill it out and sign it, and send it by first class mail to the Settlement Administrator at: *Collins v. Anthem, Inc. Settlement Administrator*, c/o Simpluris, P.O. Box 25226, Santa Ana, CA 92799; (3) email the completed and signed Opt-Out Form to the Settlement Administrator at info@anthem-rtc-criteria-settlement.com; or (4) mail or email to the Settlement Administrator a request for exclusion that includes your full name (and business name, if applicable), mailing address, telephone number, email address, signature (or an electronic signature consisting of “/s/” plus your typed name), and the following statement: “I request that I be excluded from the Class in *Collins v. Anthem*, No. 2:20-cv-01969-FB-SIL (E.D.N.Y).” An opt-out request that does not clearly state you wish to be excluded—or that makes conflicting requests to be excluded and to receive money from the Settlement—will not be treated as a valid opt-out.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE DECEMBER 19, 2025, OR ARE NOT SUBMITTED ELECTRONICALLY ON OR BEFORE 11:59 PM EASTERN TIME ON DECEMBER 19, 2025, WILL NOT BE HONORED.

9. If I don’t exclude myself, can I sue for the same thing later?

No. If the Court approves the Settlement and you do not opt-out by the deadline, you will be subject to the release of claims described in Question 5.b above and will lose your right to sue Anthem individually for relief arising from the Released Claims. You will receive a monetary payment from the Settlement only if you do not exclude yourself.

10. How do I object to the Settlement?

You can object to the Settlement, the proposed Plan of Allocation, the attorneys’ fees and expenses requested, or the Class Representative incentive awards. Submitting an objection gives you the chance to tell the Court why you think the Court should not approve any of these things, but it will not exclude you from the Settlement. To object, you must send the Court a letter via first class mail stating why you object to the Settlement, and include (i) your name, address, telephone number, and signature; (ii) the number of times you have objected to a class action settlement within the five years preceding the date that you file the objection; (iii) the caption of each case in which you have made such objection; (iv) a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case; (v) the identity of all counsel who represent you; and (vi) a statement indicating whether you intend to personally appear and/or testify at the Court’s Final Approval Hearing and the identity of all counsel representing you who will appear at the Final Approval Hearing. You must mail the objection to the Court, Anthem’s Counsel, and Class Counsel at the addresses below, so that they are received no later than December 19, 2025:

COURT

Clerk of the Court
United States District Court for the

ANTHEM’S COUNSEL

Rebecca R. Hanson
Crowell & Moring LLP

Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

455 N. Cityfront Plaza Drive
Suite 3600
Chicago, IL 60611

CLASS COUNSEL

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ZUCKERMAN SPAEDER LLP
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Washington, DC 20037

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PSYCH-APPEAL, INC.
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Suite 500
West Hollywood, CA 90069

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BERGER MONTAGUE PC
1001 G Street, NW
Suite 400 East
Washington, D.C. 20001

(202) 778-1800

(310) 598-3690, x.101

(202) 559-9740

OBJECTIONS THAT ARE NOT RECEIVED BY THE COURT ON OR BEFORE DECEMBER 19, 2025 WILL NOT BE HONORED.

11. Do I have a lawyer in the case?

Yes, unless you exclude yourself from the Class. The Court decided that Caroline E. Reynolds and Jason Cowart of Zuckerman Spaeder LLP; Meiram Bendat of Psych Appeal, Inc.; and Julie Selesnick of Berger Montague are qualified to represent the members of the Class. Together, the lawyers are called “Class Counsel.”

12. Will the lawyers and Class Representatives be paid, and if so, how?

The Settlement Agreement allows Class Counsel to ask the Court to approve payment of attorneys’ fees in an amount up to 33.3% of the Settlement Amount, plus the expenses Class Counsel incurred during the case. Thus, the maximum amount in attorneys’ fees from the Settlement is \$4,291,237.50. This payment, plus reimbursement of litigation expenses, will compensate Class Counsel for their work investigating the facts, litigating the case, and negotiating the Settlement. The Court must approve the amount of fees and expenses awarded to Class Counsel. Class Counsel will file a motion requesting attorneys’ fees and litigation costs no later than November 28, 2025, so you will have time to review that motion prior to deciding whether you want to object or opt-out.

The amount that the Class Representatives (who brought the lawsuit and who have served as the named Plaintiffs) receive from the Settlement Fund will be determined by the same Plan of Allocation used for all Class Members. In addition, the Settlement Agreement allows Class Counsel to ask the Court for an “incentive” award of up to \$10,000 for each Class Representative. That motion will be filed no later than November 28, 2025. Any incentive award must be approved by the Court.

Class Counsel’s motion for attorneys’ fees and expenses and an incentive award to the Class Representatives will be available online at www.anthem-rtc-criteria-settlement.com, or you can contact the Settlement Administrator.

13. How is the cost of providing notice to Class Members paid for?

The costs of providing notice about the Settlement to Class Members will come out of the Settlement Amount.

The Fairness Hearing

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

The Court will hold a Fairness Hearing on January 26, 2026, at 11:00 a.m., at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The judge in the case, Judge Steven I. Locke, will listen to people who have asked in advance to speak at the hearing. The Court may also decide how much Class Counsel may receive in attorneys’ fees and expenses, and how much the Class Representatives should

receive as incentive awards. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take.

The Court can change the date of the hearing without further notice, so please check the docket for the case if you want to appear to make sure that the date and time have not changed.

15. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you retain your own lawyer, your lawyer can attend on your behalf.

16. May I speak at the hearing?

Yes. You (through your attorney if you have one) will need to notify the Court of your intention to personally appear and/or testify at the Fairness Hearing and the identity of all counsel representing you who will appear at the Fairness Hearing, in the manner described above in response to Question 10. You cannot speak at the hearing if you opted out of the Settlement.

Getting More Information

17. Are there more details about this Lawsuit?

Yes. Additional information regarding the Lawsuit and the Settlement is available at www.anthem-rtc-criteria-settlement.com. The information includes the complaint filed in the case; the Settlement Agreement and its attachments; the Opt-Out Form and Claim Form; the proposed Plan of Allocation, and the motion for preliminary approval of the Settlement, along with the exhibits to the motion. In addition, the motion for attorneys' fees and expenses and an incentive award to the Class Representatives will be posted to the website after it is filed on or before November 28, 2025.

18. How can I learn more?

Any questions you have concerning the matters contained in this Notice should be directed to Plaintiffs' Counsel or the Settlement Administrator. **DO NOT CALL THE COURT OR ANTHEM (which is now Elevance Health, Inc.).**

This Notice does not fully describe all of the claims and contentions of the parties. The pleadings and other papers filed in this Lawsuit are available for inspection during business hours at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201.

19. Correcting your mailing address

If this Notice was sent to your correct mailing address, you do not have to do anything to receive further notices concerning this litigation. If this Notice was forwarded by the postal service, or if it was sent to an individual or address that is not correct or current, you should immediately contact the Settlement Administrator at the address provided in Question 8, above.