

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re GOHEALTH, INC. SECURITIES)
LITIGATION)
)
) CLASS ACTION
)
This Document Relates To:)
) Judge Jeremy C. Daniel
) Magistrate Judge Gabriel A. Fuentes
)
) ALL ACTIONS.
)
)

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

IF YOU PURCHASED OR OTHERWISE ACQUIRED GOHEALTH, INC. (“GOHEALTH” OR THE “COMPANY”) CLASS A COMMON STOCK BETWEEN JULY 14, 2020, AND JANUARY 10, 2021, INCLUSIVE, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.¹

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have. If you are a Member of the Class, your legal rights will be affected whether or not you act.

Securities and Time Period: GoHealth Class A common stock (CUSIP No. 38046W204) purchased or otherwise acquired between July 14, 2020, and January 10, 2021, inclusive.

Settlement Fund: \$29,250,000 in cash. Your recovery will depend on the number of shares of GoHealth Class A common stock you purchased or otherwise acquired pursuant or traceable to the Registration Statement and Prospectus (“Registration Statement”) issued in connection with the Company’s July 14, 2020, initial public offering (“IPO”), and the timing of your purchases, acquisitions, and any sales. If claims are submitted for 100% of the eligible shares of GoHealth Class A common stock, the estimated average recovery per share of common stock will be approximately \$0.42 before deduction of Court-approved fees and expenses. The actual amount per share you could receive will depend on a number of factors, which are explained in the Plan of Allocation contained below.

Class: The Court has conditionally certified a Class of all purchasers of GoHealth Class A common stock between July 14, 2020, and January 10, 2021, inclusive. Excluded from the Class are: Defendants, the current and former officers and directors and affiliates of Defendants from July 14, 2020, through present, members of the immediate families and the legal representatives, heirs, successors, or assigns of any such excluded Person, and any entity in which Defendants have or had a controlling interest, provided, however, that any “Investment Vehicle” shall not be excluded from the Class. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class pursuant to this Notice.

Reasons for Settlement: The Settlement avoids the costs and risks associated with continued litigation, including the danger of no recovery, and provides a benefit to the Class now.

If the Case Had Not Settled: The Settlement must be compared to the risk of no recovery after contested motions, trial, and likely appeals. A trial is a risky proposition and the Lead Plaintiffs might not have prevailed. The claims in this case involve numerous complex legal and factual issues that would require extensive and costly expert testimony. Among the many key issues about which the two sides do not agree are: (1) whether any of the Defendants violated the securities laws or otherwise engaged in any wrongdoing; (2) whether the statements alleged by Lead Plaintiffs were material, false, misleading, or otherwise actionable under the securities laws; (3) whether the various facts alleged by Lead Plaintiffs entitled them to damages under the Securities Act for their purchases of GoHealth Class A common stock between July 14, 2020, and January 10, 2021, inclusive; (4) whether any of the facts and circumstances supported a negative causation defense; and (5) the amount of damages (if any) that could be recovered at trial.

¹ Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation of Settlement dated February 7, 2024 (the “Stipulation”), which is available on the website established for the Settlement at www.GoHealthSecuritiesLitigation.com.

Attorneys’ Fees and Expenses: Lead Counsel has not received any payment for its work investigating the facts, conducting this Litigation, and negotiating the Settlement on behalf of Lead Plaintiffs and the Class. Lead Counsel will ask the Court for attorneys’ fees not to exceed 30% of the Settlement Amount and expenses in an amount not to exceed \$175,000 to be paid from the Settlement Fund. If the above amounts are requested and approved by the Court, the average cost per share of common stock will be approximately \$0.13, making the estimated average recovery per share, after fees and expenses, approximately \$0.29 if claims are submitted for 100% of the eligible shares of GoHealth Class A common stock. In addition, Lead Plaintiffs may request awards not to exceed \$2,500 each pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their representation of the Class.

Claims Administrator:

GoHealth Securities Litigation
 c/o A.B. Data, Ltd.
 P.O. Box 173061
 Milwaukee, WI 53217
 Telephone: (877) 388-1720

Email: info@GoHealthSecuritiesLitigation.com

Lead Counsel:

Greg Wood
 c/o Shareholder Relations Department
 Robbins Geller Rudman & Dowd LLP
 655 West Broadway, Suite 1900
 San Diego, CA 92101
 Telephone: (800) 449-4900

Email: settlementinfo@rgrdlaw.com

Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
SUBMIT A CLAIM	This is the only way to be eligible to receive a payment. If you are a Class Member, and do not exclude yourself from the Class, you will be bound by the Settlement as approved by the Court and you will give up any “Released Claims” (as defined below) that you have against the Defendants and the other “Released Parties” (as defined below). Proof of Claim and Release forms (“Proof of Claim” or “Claim Form”) must be postmarked (if mailed) or received (if submitted online) on or before June 12, 2024.
EXCLUDE YOURSELF	If you exclude yourself from the Class, you will not be eligible to receive any payment from the Net Settlement Fund. This is the only option that potentially allows you to participate in another lawsuit against the Defendants or the other Released Parties relating to the Released Claims being released in this case. Should you elect to exclude yourself from the Class, you should understand that Defendants and the other Released Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. Exclusions must be postmarked on or before May 1, 2024.
OBJECT	You may write to the Court if you do not like this Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and expenses. You will still be a Member of the Class. Objections must be received by the Court and counsel for the Settling Parties on or before May 1, 2024.
GO TO A HEARING ON MAY 22, 2024, AT 9:30 A.M.	Submitting a written objection and notice of intention to appear by May 1, 2024, allows you to speak in Court about the fairness of the Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and speak to the Court about your objection. ²
DO NOTHING	If you are a Member of the Class and you do not submit a Proof of Claim by June 12, 2024, you will not be eligible to receive any payment from the Net Settlement Fund. You will, however, remain a Member of the Class, which means that you give up your right to sue about the claims that are resolved by the Settlement, and you will be bound by any judgments or orders entered by the Court in the action.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after appeals are resolved. Please be patient.

² The Court may change this date to a later date and/or time without further written notice to you. However, any different date or time will be posted on the Settlement website: www.GoHealthSecuritiesLitigation.com.

BASIC INFORMATION

1. Why Did I Receive This Notice Package?

You or someone in your family may have purchased or otherwise acquired GoHealth Class A common stock between July 14, 2020, and January 10, 2021, inclusive.

The Court directed that you be sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of Illinois, and the case is known as *In re GoHealth, Inc. Securities Litigation*, No. 1:20-cv-05593. The Plaintiffs that sued, Sudhakar R. Murikinati, Jerry Nixon, Benjamin Sandmann, and Jeff S. Turnipseed, are called the Lead Plaintiffs. GoHealth and the other Defendants that the Lead Plaintiffs sued, Clinton P. Jones, Brandon M. Cruz, and Travis J. Matthiesen (the “Individual Defendants”), NVX Holdings, Inc. (“NVX Holdings”), Centerbridge Partners, L.P., CCP III AIV VII Holdings, L.P., CB Blizzard Co-Invest Holdings, L.P., Blizzard Aggregator, LLC, Centerbridge Associates III, L.P. and CCP III Cayman GP Ltd. (“Centerbridge”), Goldman Sachs & Co. LLC, BofA Securities, Inc., and Morgan Stanley & Co. LLC (the “Underwriter Defendants”) are called the Defendants.

2. What Is This Lawsuit About?

This case was brought as a class action alleging violations of §§11 and 15 of the Securities Act of 1933 (the “Securities Act”) on behalf of a class of all purchasers of GoHealth Class A common stock pursuant or traceable to the Registration Statement and Prospectus issued in connection with the Company’s July 14, 2020, IPO. Among other things, the Complaint alleges violations of the Securities Act premised on alleged false and misleading statements in the IPO documents that allegedly did not disclose to investors a strategic business shift that GoHealth implemented prior to the IPO that included rapid customer expansion and negative impacts on GoHealth’s key financial metrics at the time of and after the IPO. Lead Plaintiffs allege that by failing to disclose this shift and its negative financial impacts, the statements in the Registration Statement that, among other things, GoHealth would rapidly expand and scale its business while improving its financial metrics, were false and misleading. Thus, Lead Plaintiffs allege that Class Members are entitled to damages under the Securities Act for their purchases of GoHealth Class A common stock between July 14, 2020, and January 10, 2021, inclusive (*i.e.*, pursuant or traceable to the Registration Statement). Defendants have vigorously denied and continue to vigorously deny that they did anything wrong.

3. What Has Happened So Far in This Case?

The operative complaint in the Litigation, Lead Plaintiffs’ Consolidated Complaint for Violations of the Securities Act of 1933 (the “Complaint”), was filed on February 25, 2021. On April 26, 2021, Defendants moved to dismiss the Complaint. Lead Plaintiffs opposed the motions. On April 5, 2022, and April 18, 2022, the Court denied Defendants’ motions to dismiss in part, and dismissed certain Centerbridge entities from the case. Lead Plaintiffs moved for class certification on September 23, 2022, which Defendants opposed.

In December 2022, the parties to the Litigation commenced mediation efforts presided over by David M. Murphy of Phillips ADR Enterprises, LLC. The parties participated in an all-day mediation session with Mr. Murphy on February 16, 2023, but did not reach an agreement. On July 25, 2023, the parties participated in a second all-day mediation session with Mr. Murphy, but again did not reach an agreement. On November 8, 2023, Mr. Murphy issued a “mediator’s proposal” which was accepted by all parties.

4. Why Is This a Class Action?

In a class action, a class representative (in this case the Court-appointed Lead Plaintiffs) sues on behalf of people who have similar claims. Here, all these people are called the Class or Class Members. One court resolves the issues for all Class Members, except for those who timely and validly exclude themselves from the Class. Judge Jeremy C. Daniel is presiding over this class action.

5. Why Is There a Settlement?

The Court did not decide in favor of Lead Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way they avoid the cost and uncertainty of a trial, and eligible Class Members who submit valid claims will receive compensation. Lead Plaintiffs and Lead Counsel think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

To see if you will receive money from this Settlement, you first have to determine if you are a Class Member.

6. How Do I Know if I Am Part of the Settlement?

The Class includes *all purchasers of GoHealth Class A common stock between July 14, 2020, and January 10, 2021, inclusive.*

7. What Are the Exceptions to Being Included?

You are not a Class Member if you are a Defendant, a current and former officer and director and affiliate of Defendants from July 14, 2020, through present, a member of the immediate family and the legal representative, heir, successor, or assign of any such excluded Person, and any entity in which Defendants have or had a controlling interest, provided, however, that any “Investment Vehicle,” as defined in the Stipulation, shall not be excluded from the Class. You are also not a Class Member if you timely and validly request exclusion from the Class pursuant to this Notice.

If you sold GoHealth Class A common stock after the IPO, that alone does not make you a Class Member. You are a Class Member only if you purchased GoHealth Class A common stock between July 14, 2020, and January 10, 2021, inclusive.

8. I’m Still Not Sure if I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can contact a representative of Lead Counsel: Greg Wood, Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, (800) 449-4900, settlementinfo@rgrdlaw.com for more information. Or you can fill out and return the Claim Form described in Question 11, to see if you qualify.

PLEASE DO NOT CALL THE COURT OR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT.

THE SETTLEMENT BENEFITS – WHAT YOU GET

9. What Does the Settlement Provide?

GoHealth has agreed to cause to be paid \$29.25 million in cash. The balance of this fund after payment of Court-approved attorneys’ fees and expenses and any award to Lead Plaintiffs and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing newspaper notice, and Taxes and Tax Expenses (the “Net Settlement Fund”), will be divided among all eligible Class Members who send in valid Claim Forms.

10. How Much Will My Payment Be?

Your share of the Net Settlement Fund will depend on several things, including the total amount of claims represented by the valid Claim Forms that Class Members send in, compared to the amount of your claim, as calculated under the Plan of Allocation described below.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses resulting from the securities law violations alleged in the Litigation. The Claims Administrator shall determine each Claimant's *pro rata* share of the Net Settlement Fund based upon the "Recognized Claim" formula described below. The Plan of Allocation, however, is not a formal damages analysis. The Plan of Allocation is not intended to estimate the amount a Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Class Members pursuant to the Settlement. The Recognized Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated among Authorized Claimants.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

Based on the formulas set forth below, a "Recognized Loss Amount" will be calculated for each purchase/acquisition of GoHealth Class A common stock between July 14, 2020, and January 10, 2021, inclusive, that is listed in the Claim Form and for which adequate documentation is provided. The calculation of a Recognized Loss Amount will depend upon several factors, including when the GoHealth Class A common stock was purchased/acquired and in what amounts, whether the shares were ever sold, and, if so, when they were sold and for what amounts. To the extent that the calculation of a Recognized Loss Amount results in a negative number, that number shall be set to zero. A Claimant's "Recognized Claim" is the sum of his, her, or its "Recognized Loss Amounts."

For shares of GoHealth Class A common stock purchased or otherwise acquired pursuant or traceable to the Registration Statement issued in connection with the Company's IPO dated July 14, 2020, through the end of trading on September 21, 2020, and

- 1) sold prior to the close of trading on September 21, 2020, the claim per share is the lesser of: (i) the Purchase Price less the Sales Price; or (ii) \$21.00 less the Sales Price;
- 2) retained at the close of trading on September 21, 2020, or sold thereafter, the claim per share is the least of: (i) \$7.68 (\$21.00 less \$13.32); (ii) the Purchase Price less the Sales Price; (iii) the Purchase Price less \$13.32; or (iv) \$21.00 less the Sales Price.

For shares of GoHealth Class A common stock purchased or otherwise acquired pursuant or traceable to the Registration Statement issued in connection with the Company's IPO on or between September 22, 2020, through the end of January 10, 2021, and

- 1) sold prior to the end of January 10, 2021, the claim per share is ten percent of the Purchase Price less the Sales Price;
- 2) retained at the end of January 10, 2021, or sold thereafter, the claim per share is the lesser of: (i) ten percent of the Purchase Price; or (ii) ten percent of the Purchase Price less \$14.81 (January 11, 2021, closing price).

In the event a Claimant has more than one purchase/acquisition of GoHealth Class A common stock, during the relevant period, all such purchases/acquisitions and sales shall be matched on a First-In, First-Out ("FIFO") basis against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the relevant period.

A purchase/acquisition of GoHealth Class A common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" or "sale" date. All purchases/acquisitions shall exclude any fees and commissions. The receipt or grant by gift, devise, or operation of law of GoHealth Class A common stock during the relevant period shall not be deemed a purchase of GoHealth Class A common stock for the calculation of a Claimant's recognized claim nor shall it be deemed an assignment of any claim relating to the purchase of such shares unless specifically provided in the instrument of gift or assignment. The receipt of GoHealth Class A common stock during the relevant period in exchange for securities of any other corporation or entity shall not be deemed a purchase of GoHealth Class A common stock.

With respect to all of a Claimant's transactions in GoHealth Class A common stock during the relevant period, the Claims Administrator will determine if each Claimant had a "market gain" or "market loss." If a Claimant had an overall market gain, the value of the Claimant's "Recognized Claim" shall be zero and such Claimants shall be bound by the Settlement. If the Claimant had an overall market loss, the value of the Claimant's Recognized Claim shall be the lesser of the (a) overall market loss; and (b) the sum total of the Claimant's aggregate Recognized Loss Amounts based on the calculations above.

The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Claim as compared to the total Recognized Claims of all Authorized Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class Members. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated to an appropriate non-profit charitable organization(s) serving the public interest and unaffiliated with the Settling Parties or their counsel.

Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request.

The Court has retained jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Plaintiffs, Lead Counsel, any Claims Administrator, any other Person designated by Lead Counsel, or any of the Released Parties based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

HOW YOU OBTAIN A PAYMENT – SUBMITTING A CLAIM FORM

11. How Will I Obtain a Payment?

To qualify for payment, you must be an eligible Class Member, send in a timely and valid Claim Form, and properly document your claim as requested in the Claim Form. A Claim Form is enclosed with this Notice, or it may be downloaded at www.GoHealthSecuritiesLitigation.com. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it such that it is postmarked no later than June 12, 2024, or submit it online by no later than June 12, 2024. Claim Forms may be completed and submitted online at www.GoHealthSecuritiesLitigation.com.

12. When Will I Receive My Payment?

The Court will hold a hearing on May 22, 2024, at 9:30 a.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps several years. Please be patient.

13. What Am I Giving Up to Receive a Payment or Stay in the Class?

Unless you timely and validly exclude yourself, you are a Member of the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or any of the other Released Parties about the Released Claims in this case. It also means that all of the Court's orders, including a judgment ("Judgment") dismissing the Litigation with prejudice on the merits, will apply to you and legally bind you and you will release all Released Claims in this case against the Defendants and any other Released Parties.

"Released Claims" shall mean any and all claims (including Unknown Claims as defined below), rights, demands, losses, suits, debts, obligations, damages, judgments, judgment matters, issues, controversies, liabilities, or causes of action of every nature and description whatsoever, in law, equity, or otherwise (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), to the fullest extent that the law permits their release in this action, by or on behalf of Lead Plaintiffs or any other Class Member, against any of the Released Parties, which arise out of, are based on, or relate to both (i) the allegations, claims, acts, transactions, facts, events, matters, occurrences, disclosures, statements, filings, events, representations, or omissions involved, set forth, alleged, or referred to in the Litigation, or which could have been alleged in the Litigation; and (ii) the purchase, acquisition, sale, disposition, or holding of GoHealth Class A common stock by any members of the Class during

the Class Period. Released Claims do not include the legal claims asserted against any Released Party in the Derivative Action or claims to enforce the Settlement or the Stipulation.

“**Unknown Claims**” means collectively any Released Claims that Lead Plaintiffs or Class Members do not know or suspect to exist in their favor at the time of the release of the Released Parties which, if known by them, might have affected their decisions with respect to the Settlement, including, but not limited to, the release of the Released Parties or the decision not to object to or opt out of this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and Defendants shall expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by the law of any state or territory or other jurisdiction or principle of common law or foreign law that is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Lead Plaintiffs or Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs shall expressly fully, finally, and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs and Defendants acknowledge, and Class Members shall be deemed by operation of law (including by operation of the Judgment) to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

“**Released Parties**” means each and all of the Defendants, and each and all of their respective Related Parties.

“**Related Parties**” means each of a Defendant’s past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, principals, controlling shareholders, members, agents, administrators, attorneys, accountants, auditors, bankers, underwriters, investment advisors, personal or legal representatives, predecessors, successors, direct and/or indirect parents, subsidiaries, divisions, joint ventures, partnerships, limited liability companies, affiliates, assigns, spouses, heirs, estates, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of a Defendant’s immediate family, any trust of which a Defendant is the settlor or which is for the benefit of a Defendant and/or any member of a Defendant’s immediate family, and any entity in which a Defendant and/or any member of a Defendant’s immediate family has or had a controlling interest (directly or indirectly).

The Judgment will also provide that upon the Effective Date, without any further action by anyone, Lead Plaintiffs and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, compromised, settled, resolved, waived, discharged, and dismissed on the merits with prejudice all Released Claims (including, without limitation, Unknown Claims) against the Released Parties, whether or not such Class Member executes and delivers a Proof of Claim or participates in the Settlement Fund. It is an important element of the Defendants’ participation in the Settlement, which Lead Plaintiffs have acknowledged, that the Released Parties obtain the fullest possible legally enforceable release from further liability to any Class Member relating to the Released Claims, and it is the intention of the Settling Parties that all further liability of the Defendants and each of their Related Parties relating to the Released Claims hereby be eliminated. These releases and waivers were separately bargained for and are essential elements of the Stipulation and the Settlement.

Moreover, upon the Effective Date, Lead Plaintiffs and all Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, or continuing to prosecute any action or proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the Released Claims against any of the Released Parties, and each of them.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this Settlement, and you want to keep the right to sue or continue to sue the Defendants or any other Released Parties on your own for the Released Claims in this case, then you must take steps to get out of the Class. This is called excluding yourself or is sometimes referred to as opting out of the Class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to

consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

14. How Do I Get Out of the Class?

To exclude yourself from the Class you must send a letter by mail stating that you want to be excluded from *In re GoHealth, Inc. Securities Litigation*, No. 1:20-cv-05593. You must include your name, address, telephone number, your signature, and the number of shares of GoHealth Class A common stock you purchased or acquired between July 14, 2020, and January 10, 2021, inclusive, the dates of your purchases/acquisitions, the purchase/acquisition prices, and the dates and sale prices of any sales. You must **mail** your exclusion request **postmarked no later than May 1, 2024**, to:

GoHealth Securities Litigation
Claims Administrator
EXCLUSIONS
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

You cannot exclude yourself on the phone or by email. If you properly ask to be excluded, you cannot submit a Claim Form as you are not eligible to receive any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

15. If I Do Not Exclude Myself, Can I Sue the Defendants for the Same Thing Later?

No. Unless you timely and validly exclude yourself, you give up any right to sue the Defendants and certain other Released Parties for the Released Claims in this Settlement. If you have a pending lawsuit against any of these parties, including the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is May 1, 2024.

16. If I Exclude Myself, Can I Receive Money From This Settlement?

No. If you exclude yourself, do not send in a Claim Form. But you may be able to sue, continue to sue, or be part of a different lawsuit involving the Released Claims against the Defendants and the other Released Parties.

THE LAWYERS REPRESENTING YOU

17. Do I Have a Lawyer in This Case?

The Court appointed the law firm of Robbins Geller Rudman & Dowd LLP to represent you and other Class Members. These lawyers are called Lead Counsel. You will not be directly charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How Will the Lawyers Be Paid?

Lead Counsel will ask the Court for attorneys' fees not to exceed 30% of the Settlement Amount and for expenses in an amount not to exceed \$175,000, plus interest that is incurred. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for its efforts in achieving this Settlement and for its risk in undertaking this representation on a wholly contingent basis. Lead Counsel has committed a substantial amount of time and significant expenses in litigating this case for the benefit of the Class. To date, Lead Counsel has not been paid for its services in conducting this Litigation on behalf of the Lead Plaintiffs and the Class, nor for its expenses. The fees requested will compensate counsel for its work in achieving the Settlement Fund. The Court will decide what is a reasonable fee award and may award less than the amount requested by Lead Counsel.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

19. How Do I Tell the Court That I Do Not Like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it, including the Plan of Allocation and the request for attorneys' fees or expenses. You can state the reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement in *In re GoHealth, Inc. Securities Litigation*, No. 1:20-cv-05593. You must include your name, address, telephone number, your signature, documentation establishing your membership in the Class, including the number of shares of GoHealth Class A common stock you purchased or acquired between July 14, 2020, and January 10, 2021, inclusive, the number of any shares sold, the dates and prices of purchases, acquisitions, and of any sales. The objection must contain a statement of reasons for the objection, including whether it applies only to the objector, to a specific subset of the Class, or to the entire Class. In addition, you must identify any other class action settlement(s) in which you or your attorney has objected. Any objection *must* be mailed or delivered such that it is **received** by *each* of the following no later than May 1, 2024:

Court: UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS Everett McKinley Dirksen U.S. Courthouse 219 South Dearborn Street Chicago, IL 60604	Counsel For Lead Plaintiffs: Theodore J. Pintar ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101	Counsel for Defendants: Glenn Vanzura MAYER BROWN LLP 333 South Grand Avenue, 47th Floor Los Angeles, CA 90071
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Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to any aspect of the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and expenses. Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

20. What's the Difference Between Objecting and Excluding?

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

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

21. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a fairness hearing at 9:30 a.m., on May 22, 2024, at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate.³ The Court may move the date or time of the fairness hearing to a later date and/or time without further written notice to you. If the date or time of the fairness hearing is changed, the new date and/or time will be posted at www.GoHealthSecuritiesLitigation.com. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. At or after the fairness hearing, the Court will decide whether to approve the Settlement, the request for attorneys' fees and expenses, and the Plan of Allocation. The Court may decide these issues at the hearing or take them under consideration. We do not know how long these decisions will take.

³ The papers in support of approval of the Settlement, the Plan of Allocation, and Lead Counsel's fee and expense application will be submitted to the Court no later than April 17, 2024, and posted on the Settlement website www.GoHealthSecuritiesLitigation.com.

22. Do I Have to Come to the Hearing?

No. Lead Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I Speak at the Hearing?

If you have timely filed an objection, you may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your intention to appear in *In re GoHealth, Inc. Securities Litigation*, No. 1:20-cv-05593. You must include your name, address, telephone number, your signature, and the number of shares of GoHealth Class A common stock you purchased or acquired between July 14, 2020, and January 10, 2021, inclusive. Your notice of intention to appear must be *received* no later than May 1, 2024, by the Clerk of the Court, Lead Counsel, and Defendants' Counsel, at the addresses listed in Question 19. If you intend to present evidence or witnesses, you must disclose that information and explain it in your letter. You cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

24. What Happens If I Do Nothing at All?

If you do nothing, you will be a Class Member. However, you will not receive any money from this Settlement unless you submit a Claim Form. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any other Released Parties about the Released Claims.

GETTING MORE INFORMATION

25. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement and does not describe all of the details of the Settlement. More details are in the Stipulation dated February 7, 2024. You can obtain a copy of the Stipulation by going to www.GoHealthSecuritiesLitigation.com, or by writing, emailing, or calling the Claims Administrator: *GoHealth Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173061, Milwaukee, WI 53217, info@GoHealthSecuritiesLitigation.com, (877) 388-1720; or a representative of Lead Counsel: Greg Wood, c/o Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, (800) 449-4900; or from the Clerk's office at the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, during regular business hours.

26. How Do I Get More Information?

You can call (800) 449-4900 or email: settlementinfo@rgrdlaw.com or write to Greg Wood, c/o Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, or visit the following website: www.GoHealthSecuritiesLitigation.com.

DO NOT TELEPHONE THE DEFENDANTS OR THE COURT

REGARDING THIS NOTICE.

SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

The Court has ordered that if you hold or held any GoHealth Class A common stock purchased between July 14, 2020, and January 10, 2021, inclusive, as nominee for a beneficial owner, then, within ten (10) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator at info@GoHealthSecuritiesLitigation.com:

GoHealth Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.
P.O. Box 173061
Milwaukee, WI 53217

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing. If you do not intend to comply with the provisions of this section, you are requested to notify the Claims Administrator of that fact at the address listed above.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator. Reasonable out-of-pocket expenses actually incurred in connection with the foregoing includes up to \$0.03 for providing names, addresses, and email addresses to the Claims Administrator per record; up to a maximum of \$0.03 per Notice mailed by you, plus postage at the rate used by the Claims Administrator; or \$0.03 per Notice sent by email.

DATED: February 27, 2024

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS