EXHIBIT 1

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

JULIE GRUNDSTROM, Individually, and as successor-in-interest to DR. RICHARD I. APPLETON and on Behalf of the Class, Plaintiff, v. WILCAC LIFE INSURANCE COMPANY, an Illinois corporation; TEXAS LIFE INSURANCE COMPANY, a Texas Corporation; and WILTON REASSURANCE LIFE COMPANY OF NEW YORK, a New York Corporation Defendants.	Case No. 3:20-cv-03445-MMC

SETTLEMENT AND RELEASE AGREEMENT

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This Settlement and Release Agreement ("Agreement") is entered into by and between Plaintiff Julie Grundstrom, for herself and on behalf of the Class in the above-styled action, on the one hand, and Wilcac Life Insurance Company ("Wilcac")[1], Wilton Reassurance Life Company of New York ("WRNY"), and Texas Life Insurance Company ("TLIC"), on the other (collectively, the "Parties"), in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate. This Agreement, inclusive of the Exhibits hereto, is intended to fully, finally, and forever resolve, discharge, settle, release and dismiss with prejudice the above-captioned putative class action, the Released Claims as defined herein, and all issues and matters related thereto, upon, subject to, and as further specified by, the terms and conditions hereof.

1. Recitals

1.1. **WHEREAS**, Plaintiff Julie Grundstrom ("Plaintiff" or "Class Representative") commenced this putative class action against Wilco on May 21, 2020 (the "Action"), seeking to represent a class of all vested owners and beneficiaries of individual life insurance policies issued or delivered in California by Wilco that lapsed for non-payment of premium on or after January 1, 2013 without Wilco complying with all provisions of California Insurance Code Sections 10113.71 and 10113.72 (the "Statutes");

1.2. **WHEREAS**, in her First Amended Complaint in the Action, Plaintiff asserted claims against Wilco for Declaratory Judgment and Relief (Cal. Civ. Code § 1060 and 28 U.S.C. § 2201); Breach of Contract; Unfair Competition (California Bus. & Prof. Code §§ 17200 *et seq*.); and Financial Elder Abuse (California Welf. & Inst. Code §15610.30). Plaintiff pursues these claims (i) in her individual capacity, as the primary beneficiary of a life insurance policy issued by Wilco under which Plaintiff's father, Dr. Richard Appleton, was the named insured; (ii) as Executor of the Estate of Dr. Richard Appleton pursuant to California Code of Civil Procedure Sections 377.30, *et. seq*; (iii) as Dr. Richard Appleton's successor-in-interest pursuant to California Code of Civil Procedure Section 377.32; and (iv) as class representative on behalf of the putative

[1] In 2020, Wilco Life Insurance Company ("Wilco") merged with and into Wilcac, with Wilcac being the surviving entity. This settlement includes Wilco pre-merger, and Wilcac pre and post-merger.

class.

1.3. **WHEREAS**, during pendency of the Action, counsel for Plaintiff and the putative class conducted discovery and investigation into the claims and allegations raised by the Complaint and First Amended Complaint and were provided by Wilco extensive documentation, electronic data, and other information in connection therewith, including over 36,500 pages of documents, 25 interrogatory responses, extensive data on the putative class population, and policy records related to 100 randomly selected life insurance policies, in response to Plaintiff's discovery requests;

1.4. **WHEREAS**, on June 3, 2022, Wilco filed a motion to dismiss Plaintiff's Fourth Cause of Action under California's Unfair Competition Law (UCL).

1.5. **WHEREAS,** on March 20, 2023, Plaintiff filed a motion for class certification seeking to certify the following class and sub-class pursuant to Rules 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure:

The Class:

All vested owners and beneficiaries of life insurance policies issued or delivered by Defendant, and its predecessor insurers, in California, and which, after January 1, 2013, were lapsed or terminated for nonpayment of premium without Defendant first providing all the protections required by Insurance Code Sections 10113.71 and 10113.72.

The Elder Abuse Sub-Class:

All members of the Class defined above who were also 65 years of age or older at the time the policy lapsed or terminated.

1.6. **WHEREAS**, the class Plaintiff moved to certify in the Action includes (i) owners of life insurance policies issued or delivered in California that lapsed for non-payment of premium on or after January 1, 2013, without full protections of the Statutes where the named insured under the policy is still living and (ii) owners and beneficiaries of life insurance policies issued or delivered in California that lapsed for non-payment of premium after January 1, 2013, without full protections of the Statutes where the named insured under the policy is deceased (;

1.7. **WHEREAS**, Plaintiff sought to certify the entire putative class for purposes of

declaratory and injunctive relief under Rule 23(b)(2), and also to certify a damages class under Rule 23(b)(3);

1.8. **WHEREAS,** Wilco opposed class certification and disputed Plaintiff's ability to certify any litigation class in the Action;

1.9. **WHEREAS**, on June 23, 2023, Wilco filed a motion for summary judgment with respect to Plaintiff's individual claims against Wilco;

1.10. **WHEREAS**, on September 5, 2023, the Court issued an Order granting Wilco's motion for summary judgment as to Plaintiff's claims for Declaratory Relief and Judgment and Financial Elder Abuse, and denied Wilco's motion for summary judgment as to Plaintiff's claim for Breach of Contract;

1.11. **WHEREAS,** on October 17, 2023, Wilco filed a motion to stay the Action pending ruling by the Ninth Circuit Court of Appeals in one or more cases pending before the Ninth Circuit Court of Appeals involving the Statutes;

1.12. **WHEREAS,** in November 2023, counsel for the Parties began informal settlement discussions that continued over several months, but were unable to reach a settlement;

1.13. **WHEREAS,** on December 4, 2023, the Court granted in part and denied in part Wilco's motion to stay;

1.14. **WHEREAS,** on August 21, 2024, Plaintiff, Wilco, and their counsel participated in an in-person mediation in San Diego, CA with nationally recognized mediator, Hunter Hughes, to evaluate a potential class-wide settlement;

1.15. **WHEREAS,** with the assistance of Mr. Hughes, the Parties continued settlement discussions and negotiations for several weeks, including receiving a mediator's proposal from Mr. Hughes;

1.16. **WHEREAS**, after receiving Mr. Hughes's mediator's proposal, the Parties continued to negotiate, which resulted in this Agreement;

1.17. **WHEREAS,** in connection with agreeing to the terms of this Agreement and solely for the purpose of settling their disputes, the Parties agreed that Plaintiff will file an amended complaint in the Action asserting claims against Wilcac, WRNY, and TLIC similar to the claims asserted against Wilco, including, seeking to certify a class pursuant to Rules 23(b)(2) and 23b(3)

of the Federal rules of Civil Procedure.

1.18. **WHEREAS,** on August 8, 2025, Plaintiff filed a Second Amended Complaint in the Action, asserting claims against Wilcac, WRNY, and TLIC (collectively, "Defendants") individually and on behalf of the putative class;

1.19. **WHERAS,** on __, 2025, Defendants filed their Answer to the Second Amended Complaint, denying liability and denying that Plaintiff and the putative class have been injured or damaged in any way;

1.20. **WHEREAS**, this Agreement was reached as the result of extensive, good-faith, and arm's length negotiations between the Parties and their counsel, including with the assistance of the mediator, Hunter Hughes;

1.21. **WHEREAS**, this Agreement together with all Exhibits hereto, supersedes all prior negotiations, drafts, discussions and term sheets, and reflects the final and binding agreement between the Parties subject to the Court's Final Approval Order;

1.22. **WHEREAS**, before entering into this Agreement, the Parties, by and through their respective counsel, conducted a thorough investigation and evaluation of the relevant law, facts, allegations and defenses to assess the merits of the claims and potential claims in the Action to determine the strengths and weaknesses of the case as well as the appropriateness of class certification and the legal and factual grounds for opposition thereto;

1.23. **WHEREAS**, the Parties and their respective counsel have taken into account the risks, uncertainties, delays, and expenses involved in prosecuting and defending the Action, and other relevant considerations, and have concluded that it is in their respective best interests, including the interests of the proposed Settlement Class, to compromise and to fully and finally resolve and settle the Action in the manner and on the terms and conditions set forth in this Agreement, and have determined that this Agreement is fair, adequate, and reasonable and in the best interests of the Settlement Class; and

1.24. **WHEREAS**, Defendants deny all allegations of fault, wrongdoing, and liability against them and maintain that their practices have at all times been lawful and proper; deny all allegations that Plaintiff, or any member of the proposed Settlement Class, suffered any damages or harm by reason of any alleged conduct, statement, act, or omission of Defendants; deny that

Plaintiff can establish any damages or entitlement to injunctive or declaratory relief on a class-wide basis; and deny that any putative class could meet the requirements for certification as a litigation class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by, between and among Plaintiff (individually and on behalf of the Settlement Class) and Defendants, that, in consideration of the benefits flowing to the parties from the Agreement, the Action and matters that were or could have been raised in the Action and/or that arise out of or are related to the alleged facts at issue in the Action are hereby settled, compromised and dismissed on the merits and with prejudice, and all Released Claims as against the Releasees shall be released, upon and subject to the terms and conditions set forth below and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

2. Definitions

As used in this Agreement, including the exhibits attached hereto, the following capitalized terms have the following meanings:

2.1. "Action" shall mean the civil action captioned as *Julie Grundstrom v. Wilcac Life Insurance Company, et. al.*, Case No. 3:20-cv-03445-MMC, currently pending in the United States District Court for the Northern District of California, San Francisco Division.

2.2. "Agreement," shall mean this Settlement and Release Agreement as executed by all Parties, together with any modifications made with the written consent of all Parties pursuant to the terms of this Settlement and Release Agreement.

2.3. "Alive Population" shall mean all living Policy Owners of any Class Policy (or if the Policy Owner of a Class Policy is deceased, that Policy Owner's successor in interest) where the Insured is alive as of the date the Court enters the Preliminary Approval Order.

2.4. "Attorneys' Fees and Costs" shall mean such funds as may be awarded by the Court to compensate Class Counsel for attorneys' fees and/or costs and expenses in connection with the Action, as set forth in Sections 3.3.11.1 and 18.3.

2.5. "Authorized Claimant", or the plural thereof, shall mean any Claimant who does not submit a timely and valid Request for Exclusion, and whom the Settlement Administrator determines to be entitled to receive some portion of the Class Benefit Fund pursuant to the

Agreement and the Damages Relief Guidelines.

2.6. "Authorized Requestor", or the plural thereof, shall mean any Requestor whom the Settlement Administrator determines to be entitled to Reinstatement pursuant to the Agreement and the Reinstatement Processes Guidelines.

2.7. "CAFA Notice," or the plural thereof, shall mean the notice the Class Action Fairness Act (28 U.S.C. § 1715) requires to be served upon "appropriate federal officials" and "appropriate state officials," each as defined by the Class Action Fairness Act, regarding class action settlements.

2.8. "Claim" shall mean the act of submitting a Claim Form to the Settlement Administrator pursuant to this Agreement and the Damages Relief Guidelines.

2.9. "Claim Form" shall mean the document titled "CLAIM FORM FOR DAMAGES RELIEF" attached hereto as Exhibit F.

2.10. "Claimant", or the plural thereof, shall mean a Class Member in the Deceased Population (or a legal representative of a Class Member in the Deceased Population with authority to act on behalf of that Class Member) who submits a timely and valid Claim Form to the Settlement Administrator pursuant to this Agreement and the Damages Relief Guidelines.

2.11. "Class" shall mean all owners and beneficiaries (where the Insured has died as of the date of the Preliminary Approval Order) of Class Policies.

2.12. "Class Benefit Fund" shall mean the Settlement Fund, less all Settlement Administration Expenses (paid or reserved), Attorneys' Fees and Costs, the Incentive Award, the Reserve Amount, and the Special Master's fees (paid or reserved) from the Settlement Fund as set forth in this Agreement. The Class Benefit Fund will be allocated and distributed as set forth in Section 3.3.11.7, Section 18.2, and the Damages Relief Guidelines.

2.13. "Class Counsel" shall mean the law firms of Winters & Associates, Singleton Schreiber, LLP, and Nicholas & Tomasevic, LLP.

2.14. "Class Member," or the plural thereof, shall mean every member of the Class, including the Class Representative, individually or collectively as indicated by the context.

2.15. "Class Notice" shall mean the Notice of Class Action Settlement provided in the document titled "COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED

SETTLEMENT" attached hereto as Exhibit A.

2.16. "Class Period" shall mean the period from January 1, 2013, through the date the Court enters the Preliminary Approval Order.

2.17. "Class Policy" or the plural thereof, shall mean an individual life insurance policy issued or delivered in California by Wilton, or issued or delivered outside of California by Wilton where the Policy Owner resided in California on the Final Lapse Date, that: (i) lapsed or terminated during the Class Period for nonpayment of the amount due without the benefit of one or more of the requirements of California Insurance Code Sections 10113.71 and 10113.72; (ii) has a Maturity Date that did not expire prior to the Insured's death, or if the Insured is still living, prior to the date of the Preliminary Approval Order; and (iii) was not affirmatively canceled or terminated in writing by the Policy Owner.[2]

2.18. "Class Representative" shall mean Julie Grundstrom.

2.19. "Complaint" shall mean, collectively, the Complaint filed in this Action on May 21, 2020 (Dkt. No. 1); the First Amended Complaint filed in this Action on May 6, 2022 (Dkt. No. 56); and the Second Amended Complaint filed in this Action on August 8, 2025 (Dkt. No. 115), unless the context indicates otherwise.

2.20. "Counsel for the Parties" shall mean, collectively, Class Counsel and Defendants' Counsel.

2.21. "Court" shall mean the United States District Court for the District of Northern California.

2.22. "Damages Class" or "Damages Class Members" shall mean all Class Members in the Deceased Population who do not submit a timely and valid Request for Exclusion to the Settlement Administrator pursuant to the terms of this Agreement and the Class Notice.

2.23. "Damages Relief Guidelines" shall mean the document titled "PROCESSES AND GUIDELINES FOR DAMAGES RELIEF" attached as Exhibit D hereto, which sets forth the rules and procedures that will govern the process by which the Settlement Administrator will determine whether a Claimant is an Authorized Claimant; determine the amount an Authorized Claimant is

[2] Defendants have compiled, and the Parties have access to, an electronic list of Class Policies.

entitled to receive from the Settlement Fund; and distribute payments from the Class Benefit Fund and Settlement Fund, if such relief is awarded pursuant to the Settlement.

2.24. "Deceased Population" shall mean all Class Members associated with any Class Policy where the Insured is deceased as of the date the Preliminary Approval Order is entered.

2.25. "Defendant", or the plural thereof, shall mean the named defendants in the Action: Wilcac Life Insurance Company, Wilton Reassurance Life Company of New York, and Texas Life Insurance Company, individually or collectively as indicated by the context.

2.26. "Defendants' Counsel" shall mean the law firms of Maynard Nexsen PC and Maynard Nexsen LLP.

2.27. "Detailed Class Notice" shall mean the contents of the long-form notice attached hereto as Exhibit B that shall be maintained and available for review on the Settlement Website.

2.28. "Discounted Reinstatement Amount", or the plural thereof, shall mean the total sum of the following: (i) ninety percent (90%) of the aggregate, minimum amount of money that would have been due and necessary to keep the Class Policy in-force from the Final Lapse Date through the Reinstatement Date had the Class Policy remained in-force throughout that period; *plus* (ii) one hundred percent (100%) of the minimum amount of money necessary to keep the Class Policy in force for three months after the Reinstatement Date. The minimum amount of money necessary to keep the Class Policy in force during the periods referenced above will be calculated and determined based on the terms of the applicable Class Policy.

2.29. "Face Amount" shall mean the amount of life insurance coverage provided under the Class Policy as of the Final Lapse Date.

2.30. "Fairness Hearing" shall mean the hearing, following the Court's entry of a Preliminary Approval Order and after the Settlement Administrator has given Class Notice, as described in Section 4.3.3, for the purposes of: (i) enabling the Court to make a final decision whether to approve this Agreement as fair, reasonable and adequate and in the best interests of Class Members; (ii) confirming that the Class should be certified pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure and that the Class should be certified pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, in each case for settlement purposes only; (iii) determining whether to enter the Final Approval Order approving the Settlement and dismissing all claims in

the Action by Plaintiff and the Settlement Class Members against Defendants with prejudice; and (iv) ruling on any other related matters as may be raised before the Court.

2.31. "Final Approval Motion" shall mean the motion filed by Class Counsel seeking entry by the Court of the Final Approval Order.

2.32. "Final Approval Order" shall mean the Court's Order which: (i) finally certifies (a) the Alive Population for Injunctive Relief pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure and (b) the Deceased Population for Damages Relief pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, for settlement purposes only; (ii) gives its full and final approval to this Settlement as fair, reasonable and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directs its consummation according to its terms; (iii) dismisses all claims of Class Representative and the Settlement Class Members against the Defendants with prejudice, without costs, except that the damages claims (but not the claims for any injunctive or equitable relief) of Class Members in the Deceased Population who filed a timely and valid Request for Exclusion will be dismissed without prejudice; (iv) directs that all Releasing Parties shall, by operation of law, be deemed to have released all Releasees from all Released Claims; (v) incorporates by reference the terms of the Injunctive Relief; (vi) reserves exclusive jurisdiction over this Settlement to the Court, including the interpretation, administration, and consummation of this Settlement, any Attorney's Fee and Costs award and/or Incentive Awards; (vii) enjoins all Releasing Parties from asserting any Released Claim against any Releasee; (viii) enters an order on Class Counsel's motion for Attorney's Fees and Costs and Incentive Awards; and (ix) approves the Settlement Administrator's Opt-Out List and determines that all Class Members on the Opt-Out List have submitted a timely and valid Request for Exclusion, and are not entitled to any portion of the Class Benefit Fund.

2.33. "Final Lapse Date" shall mean the effective date, according to Defendants' records, on which the Class Policy terminated during the Class Period for nonpayment of the amount due without having been reinstated or restored to active status.

2.34. "Final Settlement Date" shall mean the date on which the last of the following occurs with respect to the Final Approval Order approving this Agreement:

2.34.1. If there are no objections to the Settlement that remain unresolved at the

time the Court enters the Final Approval Order, then on the date the Final Approval Order is entered;

2.34.2. If there are unresolved objections at the time the Court enters the Final Approval Order, but if no appeal is taken from the Final Approval Order, then on the 31st day after entry of the Final Approval Order;

2.34.3. If an appeal is taken from the Final Approval Order, then when: (i) such appeal is finally dismissed prior to resolution by the applicable court; or (ii) the Final Approval Order is affirmed in its entirety by the court of last resort to which such appeal may be taken, including petitions for rehearing or re-argument, petitions for rehearing *en banc*, and petitions for certiorari or any other form of review, or the time for such further review has expired; or (iii) the Final Approval Order is modified, the Parties thereafter agree to the modifications in writing and withdraw any pending appeals, and such document is finally entered; or

2.34.4. No Party has availed herself or itself of the right to terminate the Agreement pursuant to any provision herein, and all periods within which this Agreement may be terminated pursuant to any provision of the Agreement have expired.

2.35. "Incentive Award," or the plural thereof, shall mean the amount awarded by the Court, as limited by the terms of this Agreement, payable out of the Settlement Fund to the Class Representative to compensate the Class Representative for her role as representative of the Class.

2.36. "Injunctive Relief" shall mean the reinstatement relief described in Sections 3.2 and 18.1, in the Reinstatement Process Guidelines, and in the Reinstatement Request Form.

2.37. "Injunctive Relief Class" or "Injunctive Relief Class Members" shall mean all Class Members in the Alive Population.

2.38. "Insured", or the plural thereof, shall mean the named insured under a Class Policy.

2.39. "Maturity Date" shall mean the date, as specified in the Class Policy at issue, upon which the Class Policy is scheduled to mature or expire.

2.40. "Non-discounted Reinstatement Amount", or the plural thereof, shall mean one hundred percent (100%) of the aggregate, minimum amount of money that would have been due and necessary, according to Defendants' records, to keep the Class Policy in-force from the Final Lapse Date through the Reinstatement Date had the Class Policy remained in-force throughout

that period.

2.41. "Objection Deadline" shall mean sixty (60) days after the Settlement Administrator mails Class Notice as set forth in Section 10 herein, and is the final day by which a Class Member's Notice of Intent to Object to the Settlement must be postmarked and mailed (or electronically submitted) to the Settlement Administrator to be timely.

2.42. "Objection Notice," or the plural thereof, shall mean the written notice that this Agreement requires from a Class Member who desires to assert an objection to any provision of this Agreement, as set forth in Section 10.1 and the Detailed Class Notice.

2.43. "Opt-Out Deadline" shall mean sixty (60) days after the Settlement Administrator mails Class Notice unless otherwise set by the Court and is the final day by which a Class Member's Request for Exclusion must be postmarked and mailed (or electronically submitted) to the Settlement Administrator to be timely, as set forth in Section 11 and the Detailed Class Notice.

2.44. "Opt-Out List" shall mean the list, prepared by the Settlement Administrator, of Class Members in the Deceased Population who filed a timely and valid Request for Exclusion from the Damages Class, to be given to the Court prior to the Fairness Hearing for the Court's approval in the Final Approval Order.

2.45. "Party," or the plural thereof, shall mean the Class Representative and/or the Defendants, individually or collectively as indicated by the context.

2.46. "Plan of Allocation" shall mean the plan for allocating the Settlement Fund to be approved by the Court, as set forth in this Agreement and the Damages Relief Guidelines.

2.47. "Policy Owner", or the plural thereof, shall mean the owner(s) of a Class Policy as of the Final Lapse Date according to Defendants' records, or if the owner of the Class Policy is deceased and the Insured is living as of the date the Court enters the Preliminary Approval Order, the owner's successor-in-interest.

2.48. "Preliminary Approval Motion" shall mean the motion filed by Class Counsel seeking entry of the Preliminary Approval Order.

2.49. "Preliminary Approval Order" shall mean the Order the Court issues on the Preliminary Approval Motion preliminarily approving the Settlement as fair, reasonable, and adequate; conditionally certifying the Class for settlement purposes only; and directing the sending

of Class Notice.

2.50. "Preliminary Settlement Administration Expenses" shall mean Settlement Administration Expenses incurred, or which the Settlement Administration anticipates will be incurred, after the date the Court enters the Preliminary Approval Order, but before the Final Settlement Date.

2.51. "Reinstated Class Policy" shall mean a Class Policy which is restored pursuant to this Agreement.

2.52. "Reinstatement Date" shall mean the date upon which coverage under a Reinstated Class Policy is restored.

2.53. "Reinstatement Process Guidelines" shall mean the document titled "PROCESSES AND GUIDELINES FOR REINSTATEMENT RELIEF" attached as Exhibit C hereto, which sets forth the rules and procedures that will govern the process by which coverage may be restored under a Class Policy, if such relief is awarded pursuant to the Settlement.

2.54. "Reinstatement Request", or the plural thereof, shall mean the act of submitting a Reinstatement Request Form to the Settlement Administrator pursuant to this Agreement and the Reinstatement Process Guidelines.

2.55. "Reinstatement Request Form" shall mean the document titled "REINSTATEMENT RELIEF REQUEST FORM" attached hereto as Exhibit E.

2.56. "Releasee", or the plural thereof, shall mean Wilcac Life Insurance Company, Wilton Reassurance Life Company of New York, and Texas Life Insurance Company, individually or collectively as the context indicates, and each of their past, present, and future direct or indirect parent companies, subsidiaries, divisions, executives, officers, partners, directors, equity holders, employees, agents, representatives, independent contractors, brokers, vendors, legal representatives, attorneys, auditors, accountants, insurers, co-insurers, reinsurers, fiduciaries, predecessors, successors and assigns, and all of the foregoing in their individual, business, fiduciary, administrative, and/or representative capacities, as well as any person or entity acting under, by, through or in concert with any of the foregoing.

2.57. "Releasing Parties" shall mean Class Representative, Injunctive Relief Class Members, Damages Class Members, and all of their respective past, present and future owners,

trustees, heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, agents, consultants, officers, executives, directors, partners, principals, members, legal representatives, attorneys, accountants, financial and other advisors, shareholders, investment advisors, and legal representatives.

2.58. "Released Claims," shall mean all of those claims described in Section 12 and Section 13 and encompasses all claims released by the Releasing Parties pursuant to this Agreement.

2.59. "Reserve Amount" shall mean the amount the Settlement Administrator shall reserve from the Settlement Fund which, in its professional judgment, is sufficient to pay: (i) the Settlement Administrator's future fees and expenses associated with the administration of the Settlement; (ii) the Special Master's future fees and expenses associated with resolving any disputes regarding the Settlement; and (iii) amounts sufficient to pay Authorized Claimant(s) associated with any Class Policy under which the Settlement Administrator received a timely and properly completed Claim Form, but has not received all supporting documentation and/or there is an unresolved dispute regarding the appropriate Authorized Claimant(s) for that Class Policy.

2.60. "Request for Exclusion" shall mean the written or electronic communication that a Class Member in the Deceased Population must submit to the Settlement Administrator on or before the Opt-Out Deadline to be excluded from the Damages Class.

2.61. "Requestor", or the plural thereof, shall mean a Class Member in the Alive Population (or a legal representative of a Class Member in the Alive Population with authority to act on behalf of that Class Member) who submits a timely and valid Reinstatement Request Form to the Settlement Administrator pursuant this Agreement and the Reinstatement Process Guidelines.

2.62. "Settlement" shall mean the complete resolution of the Action on the terms provided by this Agreement.

2.63. "Settlement Administration Expenses" shall mean the Settlement Administrator's fees and expenses associated with fulfilling its obligations described in this Agreement, including, but not limited to, providing Class Notice, CAFA Notice, managing the Settlement Website, receiving, processing and determining Claims, responding to inquiries from Class Members,

distributing payments from the Settlement Fund; and related services, including serving as escrow agent and paying taxes and tax expenses related to the escrow account (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expense related to any tax attorneys and accountants retained by the Settlement Administrator).

2.64. "Settlement Administrator" shall mean Angeion Group, LLC or such other reputable class action administrator selected jointly by the Parties and approved by the Court to perform the settlement administration duties set forth in this Agreement. Class Counsel's assent to this Agreement shall constitute consent on behalf of each Class Member and Insured to Defendants' disclosure to the Settlement Administrator of all information reasonably necessary for the Settlement Administrator to perform the duties and functions ascribed to it herein, including but not limited to, the name, date of birth, social security number, and last known address of each Class Member and Insured.

2.65. "Settlement Class" or "Settlement Class Members" shall mean all members of (i) the Injunctive Relief Class and (ii) the Damages Class.

2.66. "Settlement Fund" shall mean the total sum of twenty-one million dollars ($21,000,000.00) paid by Defendants to fully resolve this Action, including all Preliminary Settlement Administration Expenses, Settlement Administration Expenses (paid or reserved), the Special Master's fees and expenses (paid or reserved), Attorneys' Fees and Costs, the Incentive Award, the Reserve Amount, and the Class Benefit Fund.

2.67. "Settlement Fund Account" shall mean the escrow account established and maintained by the Settlement Administrator for purposes of receiving the Settlement Fund, and from which all payments of the Settlement Fund and Class Benefit Fund will be made pursuant to this Agreement.

2.68. "Settlement Payment" shall mean a payment made from the Class Benefit Fund as described in Section 18.2.2 of this Agreement.

2.69. "Special Master" shall mean Thomas Sharkey, Esq., or such other qualified individual who has been selected jointly by the Parties and approved by the Court to adjudicate any disputes regarding entitlement to relief pursuant to the Agreement, including, but not limited

to, any disputes regarding the Discounted Reinstatement Amount, and Settlement Administrator's determinations regarding (i) whether a Claimant qualifies as an Authorized Claimant; (ii) the amount an Authorized Claimant is entitled to receive from the Class Benefit Fund; (iii) whether a Requestor qualifies as an Authorized Requestor; and (iv) whether a Policy Owner affirmatively canceled or terminated a policy in writing.

2.70. "Wilton" shall mean any Defendant, and their respective predecessor(s) under any Class Policy, but only to the extent one of the Defendants was the insurer under the Class Policy as of the Final Lapse Date.

3. Settlement Relief

3.1. Overview of Settlement Relief. In consideration for the promises and obligations contained herein and the full and final release, settlement, and discharge by Settlement Class Members of all Released Claims against the Releasees, Defendants agree to the following relief for the Settlement Class: (i) Authorized Requestors in the Alive Population shall be entitled to Injunctive Relief only pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure, as set forth in Sections 3.2 and 18.1; and (ii) Authorized Claimants in the Deceased Population will be entitled Damages Relief, with opt-out rights, pursuant to Federal Rule of Civil Procedure 23(b)(3), as set forth in Sections 3.3, 11, and 18.2.

3.2. Injunctive Relief

3.2.1. Defendants shall provide Authorized Requestors the opportunity to reinstate coverage under their Class Policy without requiring evidence of insurability and without triggering a new contestability period under the Class Policy. However, reinstatement of a Class Policy pursuant to this Agreement shall be contingent upon the Authorized Requestor timely paying the Discounted Reinstatement Amount applicable to that Class Policy and all other conditions described in this Agreement, the Reinstatement Process Guidelines, and the Reinstatement Request Form.

3.2.2. Special Master shall determine and resolve any disputes, appeals, or requests for reconsideration regarding the Discounted Reinstatement Amount applicable to any Class Policy, and the Settlement Administrator's determinations regarding whether a Requestor qualifies as an Authorized Requestor pursuant to this Agreement.

3.3. Damages Relief

3.3.1. Establishing the Settlement Fund Account. Within five (5) days after the Court enters the Preliminary Approval Order, Settlement Administrator shall establish a single qualified settlement fund pursuant to 26 U.S.C § 46B and Treasury Regulation § 1.468B-1 from the earliest possible date.

3.3.2. Settlement Administrator shall establish and maintain the Settlement Fund Account at a depository institution under terms acceptable to Counsel for the Parties and in an account insured by the Federal Deposit Insurance Corporation ("FDIC") up to the limit of FDIC insurance.

3.3.3. All funds held in the Settlement Fund Account, including all earnings thereon, shall be deemed to be custodia legis of the Court and shall remain subject to the jurisdiction of the Court until such time as the Settlement Fund has been disbursed pursuant to the terms of this Agreement or further order of the Court. The Parties and Counsel for the Parties shall have no responsibility or liability whatsoever with respect to the maintenance or management of the Settlement Fund Account.

3.3.4. Funding the Settlement Fund Account. Within five (5) days after the Court enters the Preliminary Approval Order, Settlement Administrator shall provide Counsel for the Parties wire transfer instructions with respect to the Settlement Fund Account.

3.3.5. Within fifteen (15) days after the Court enters the Preliminary Approval Order, and after Settlement Administrator has provided the wire instructions described in Section 3.3.4, Defendants shall transfer fifty thousand dollars ($50,000.00) to the Settlement Fund Account by wire transfer for the payment of Preliminary Settlement Administration Expenses.

3.3.6. After Defendants have transferred payment for Preliminary Settlement Administration Expenses as described in Section 3.3.5, if Settlement Administrator incurs or anticipates incurring more than fifty thousand dollars ($50,000.00) for Preliminary Settlement Administration Expenses, Settlement Administrator shall send Counsel for the Parties written notice and an itemized estimate of the additional Preliminary Settlement Expenses Settlement Administrator has incurred and/or anticipates incurring prior to the Final Settlement Date.

3.3.7. Within fifteen (15) days after Settlement Administrator sends Counsel for

the Parties the written notice and itemized estimate of additional Preliminary Settlement Administration Expenses as described in Section 3.3.6, Defendants shall transfer to the Settlement Fund Account by wire transfer the additional amount Settlement Administrator determines is needed for Preliminary Settlement Administration Expenses, up to fifty thousand dollars ($50,000.00).

3.3.8. After Defendants have transferred the additional amount to the Settlement Fund Account described in Section 3.3.7, if Settlement Administrator incurs or anticipates incurring additional Preliminary Settlement Administration Expenses, Defendants shall be responsible for transferring to the Settlement Fund Account, as determined by the Settlement Administrator and with reporting to Counsel for the Parties by the Settlement Administrator of the need and use of such anticipated, additional funds for said Preliminary Settlement Administration Expenses.

3.3.9. If any Party terminates this Agreement before the Final Settlement Date, then the terminating party shall be responsible for and shall bear the expense of all Preliminary Settlement Administration Expenses, less any unused funds, which the Settlement Administrator shall return to the Defendants. If, however, the Court declines to enter a Final Approval Order, and this Agreement is terminated as a result thereof, Defendants and Class Counsel shall equally bear the expense of the amounts paid for Preliminary Settlement Administration Expenses, provided, however, that Settlement Administrator shall return any unused funds to Defendants. Class Counsel shall reimburse Defendants for Class Counsel's portion of the Preliminary Settlement Administration Expenses within thirty (30) days of the termination of this Agreement.

3.3.10. Within twenty-one (21) days after the Final Settlement Date, Defendants shall transfer the Settlement Fund to the Settlement Fund Account, less any amounts Defendants previously transferred to the Settlement Fund Account to pay for Preliminary Settlement Administration Expenses pursuant to Sections 3.3.5, 3.3.7, and 3.3.8.

3.3.11. Settlement Fund Allocation and Distribution. The Settlement Fund shall be allocated and distributed as follows:

3.3.11.1. Class Counsel will request Court approval of attorneys' fees in an amount not to exceed twenty-five percent (25%) of the Settlement Fund, or five million, two

hundred and fifty thousand dollars ($5,250,000.00), and reimbursement of all litigation costs, currently anticipated not to exceed five hundred thousand dollars ($500,000.00), which shall be paid to Class Counsel from the Settlement Fund ("Attorneys' Fees and Costs"). Class Counsel shall file any motion or application for Attorney's Fees and Costs at least ten (10) days before the Opt-Out Deadline.

3.3.11.2. Class Counsel shall request Court approval for the payment of an Incentive Award to the Class Representative, in an amount not to exceed ten thousand dollars ($10,000.00), to be paid from the Settlement Fund. Class Counsel shall file any motion or application for an Incentive Award at least ten (10) days before the Opt-Out Deadline.

3.3.11.3. Class Counsel shall request Court approval for payment of the Settlement Administration Expenses incurred to date, which shall be paid from the Settlement Fund.

3.3.11.4. Class Counsel shall request Court approval for payment of the Special Master's fees and expenses incurred to date, which shall be paid from the Settlement Fund.

3.3.11.5. Class Counsel shall request Court approval for the reservation of the estimated Settlement Administration Expenses and Special Master's fees and expenses to be incurred in connection with finalizing the Settlement after the date of the requests set forth in Sections 3.3.11.3 and 3.3.11.4, which shall be deducted from the Settlement Fund.

3.3.11.6. After all amounts described in Sections 3.3.11.1 - 3.3.11.5 have been paid or reserved from the Settlement Fund, Settlement Administrator shall allocate and distribute the Class Benefit Fund to Authorized Claimants pursuant to Section 18.2 and the Damages Relief Guidelines.

3.3.11.7. After all Settlement Payments to all Authorized Claimants have been accepted or are otherwise escheated to the appropriate state pursuant to this Agreement and the Plan of Allocation, Settlement Administrator shall distribute any funds remaining in the Class Benefit Fund (excluding the amount held in reserve for the Special Master's and Settlement Administrator's unpaid and/or future fees and expenses) as follows: (i) fifty percent (50%) of the remaining funds shall be paid to California Fire Foundation for underinsured victims of the Los Angeles fires; and (ii) fifty percent (50%) of the remaining funds shall be paid to Refugee Net for

life insurance education programming in underprivileged and underserved communities in California.

3.3.12. Settlement Administrator shall not distribute or issue any payment from the Settlement Fund Account except as described in this Agreement or as ordered by the Court.

3.3.13. The Parties agree that Settlement Administrator has authority to make decisions regarding whether a Claimant is an Authorized Claimant; the amount to be distributed to each Authorized Claimant; cancelling a Settlement Payment and escheating those funds to the appropriate state if the Authorized Claimant does not cash or otherwise accept the Settlement Payment within one hundred eighty (180) days of issuance; and the amount, if any, to be paid to California Fire Foundation and Refugee Net, based on that Court-approved Plan of Allocation. The Parties further agree that any dispute, appeal, or request for reconsideration of the Settlement Administrator's decisions shall be made to, and decided by, the Special Master. The Special Master's decisions regarding any such dispute, appeal, or request for reconsideration shall be final.

3.3.14. The Parties agree Defendants shall have no responsibility for, interest in, or liability with respect to the Settlement Administrator's allocation and distribution of the Settlement Fund and Class Benefit Fund; the payment or withholding of taxes on any payments made from the Settlement Fund or Class Benefit Fund; or any losses arising out of or relating to the foregoing, other than as specifically assigned in this Agreement.

4. Preliminary Approval Order

4.1. Motion for Preliminary Approval. Within thirty (30) days after the full execution of this Agreement by the Parties and Counsel for the Parties, Class Counsel shall file a Preliminary Approval Motion with the Court along with a proposed Preliminary Approval Order. A proposed draft of the Preliminary Approval Motion, any supporting memorandum, the Preliminary Approval Order, and all necessary exhibits shall be submitted by Class Counsel to Counsel for the Defendants for comment and approval at least seven (7) days prior to filing. Defendants may, but are not required to, submit a memorandum in response to the Preliminary Approval Motion.

4.2. Settlement Class Certification. The Preliminary Approval Motion shall request that the Court, for settlement purposes only, conditionally certify the Settlement Class as defined in this Agreement, under Rule 23(b)(2) of the Federal Rules of Civil Procedure for Injunctive Relief

for Class Members in the Alive Population, with no opt-out rights, and under Rule 23(b)(3) of the Federal Rules of Civil Procedure for Class Members in the Deceased Population, with opt-out rights. For settlement purposes only, and for no other purpose than to effectuate this Agreement, Defendants do not object to such class certification based solely upon, and subject to, the terms and conditions in this Agreement.

4.3. Other Content of the Preliminary Approval Motion.

4.3.1. The Preliminary Approval Motion shall comply with Rule 23(e) of the Federal Rules of Civil Procedure and shall comply with the then-current version of the Northern District of California's "Procedural Guidance for Class Action Settlements." *See* https://www.cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/.

4.3.2. The Preliminary Approval Motion shall request the appointment of Thomas Sharkey, Esq. to serve as Special Master to resolve any disputes, appeals, or requests for reconsideration regarding the Discounted Reinstatement Amount applicable to a Class Policy, as well as Settlement Administrator's determinations regarding (i) whether a Claimant qualifies as an Authorized Claimant under this Agreement; (ii) the amount an Authorized Claimant is entitled to receive from the Class Benefit Fund pursuant to this Agreement and the Court-approved Plan of Allocation; and/or (iii) whether a Requestor qualifies as an Authorized Requestor pursuant to this Agreement.

4.3.3. The Preliminary Approval Motion shall request a date for the Fairness Hearing during which the Court will determine whether to enter a Final Approval Order, including resolution of any objections, as well as rule upon Class Counsel's petitions for Attorneys' Fees and Costs and an Incentive Award within the terms of this Agreement.

5. Final Approval Order

5.1. Motion for Final Approval. At least thirty (30) days prior to the Fairness Hearing, Class Counsel shall file a Motion for Final Approval with the Court. The Motion for Final Approval, including any supporting memorandum, and all necessary exhibits thereto, shall be submitted to Counsel for the Defendants for comment and approval at least seven (7) days prior to filing along with a proposed Final Approval Order. Defendants may, but are not required to, submit a memorandum in response to the Motion for Final Approval.

5.2. The Motion for Final Approval shall comply with Rule 23(e) of the Federal Rules of Civil Procedure and the then-current version of the Northern District of California's "Procedural Guidance for Class Action Settlements." *See* https://www.cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/.

5.3. The Motion for Final Approval shall attach as an exhibit a proposed Final Approval Order the Parties agree upon prior to filing.

6. Reservations of Rights. The Parties agree that if the Court does not issue a Preliminary Approval Order or Final Approval Order because it determines the Settlement is not fair, reasonable, and/or adequate, any Party may elect, in writing, to deem this Agreement void in its entirety, unless otherwise specifically agreed in a writing signed by Counsel for the Parties, and that the Action thus will, with respect to the Parties and all claims, defenses, and legal issues, revert to its status as of August 20, 2024. Without limiting the foregoing, Plaintiff agrees to dismiss, without prejudice, all claims asserted against Wilton Reassurance Life Company of New York and Texas Life Insurance Company if the Court refuses to issue the Preliminary Approval Order or Final Approval Order. Plaintiff also agrees that any claims that remain pending against Wilcac Life Insurance Company will be limited to claims involving policies administered by Wilco Life Insurance Company prior to its merger with and into Wilcac Life Insurance Company. Further, if the Court refuses to issue the Preliminary Approval Order or Final Approval Order the Parties will not be deemed to have consented to the terms and stipulations in this Agreement concerning any matter, and the Agreement shall not be used against any Party as evidence or argument to support any claim, defense, fact, or issue in this Action or any other matter.

7. Notice of Class Action Settlement

7.1. Distribution of Class Notice.

7.1.1. Within thirty (30) days after entry of the Preliminary Approval Order Defendants shall provide the Settlement Administrator, to the extent available in Defendants' business records at that time, the names and last known addresses of all known or suspected Class Members associated with each Class Policy (the "Class List") for purposes of sending the Class Notice to each Class Member.

7.1.2. The Parties acknowledge, understand, and agree that the Class List is not,

and shall not be construed as, a list of Settlement Class Members, Authorized Claimants, or Authorized Requestors. Rather, the Class List is designed solely for purposes of ensuring that Class Notice is provided to anyone who is potentially a Class Member. Rights, if any, to relief under this Agreement shall be determined in accordance with the provisions of this Agreement and not by reference to the Class List prepared for purposes of sending Class Notice.

7.1.3. The Parties acknowledge, understand, and agree that Defendants' business records may not, and likely will not in every case, identify all Class Members associated with all Class Policies and/or the current mailing address for all Class Members.

7.2. Distribution of Class Notice.

7.2.1. Settlement Administrator shall mail Class Notice to each Class Member via First-Class Mail within sixty (60) days after the Settlement Administrator receives the Class List. The mere mailing of Class Notice to a person or entity will not render such person or entity a part of the Settlement Class or otherwise entitle such person or entity to participate in the Settlement as a Claimant or Requestor.

7.2.2. To effectuate the best notice practicable under the circumstances, the Settlement Administrator, will run the Class List through the United States Parcel Service's National Change of Address Database to attempt to identify and/or confirm the current mailing address for each Class Member prior to mailing Class Notice.

7.2.3. If any Class Notice is returned to the Settlement Administrator as undeliverable, Settlement Administrator shall undertake reasonable efforts to ascertain the current address for that Class Member, and shall mail or otherwise make a reasonable attempt to deliver each returned Class Notice to the current address of each Class Member prior to the expiration of the deadline set by the Preliminary Approval Order for Class Members to submit Objection Notices.

7.2.4. The Settlement Administrator shall provide a detailed notice plan that, in addition to distribution of Class Notice via First-Class Mail, will describe additional notice efforts that will be implemented, such as disseminating notice via media, publication, and/or reminder notices via First-Class Mail.

7.3. Settlement Website. The Settlement Administrator shall obtain and maintain a

website containing information about the Action and Settlement and ways Settlement Class members can request further information. Counsel for the Parties shall provide input. At a minimum, the contents of the Class Notice shall be reproduced on the Settlement Website, including the contents of the Detailed Class Notice. The Settlement Website shall also include information regarding the nature of the Action, a summary of the substance of the Settlement, a copy of this Agreement, the Class definition, the procedure and time period to request exclusion from and/or object to the Settlement, and the date set for the Final Approval Hearing. All Claim Forms and Reinstatement Request Forms related to this Settlement shall also be available on or capable of being submitted through the Settlement Website.

7.4. Telephone Support. The Settlement Administrator shall establish a toll-free telephone hotline to provide Settlement Class Members with information about the Action and Settlement and direct them to the Settlement Website. The toll-free hotline will allow Settlement Class Members to speak with a live agent during normal business hours.

7.5. Records and Reports. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Counsel for the Parties upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Counsel for the Parties, upon request, with information concerning notice, administration, and implementation of the Settlement. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator.

7.6. The Parties acknowledge and agree that the methods of Class Notice set forth in this Agreement comport with due process and constitute the best form of notice to the Class that is practicable under the circumstances.

8. Claim and Reinstatement Request Form Submissions and Review

8.1. Settlement Class Members who wish to submit a Claim Form or Reinstatement Request Form must complete, sign (by hard copy or electronic signature), and submit such forms and provide the Settlement Administrator with all requested information (including, to the extent

applicable, supporting documentation), within the time set forth in Section 8.2.

8.2. The deadline to submit Claim Forms and Reinstatement Request Forms to the Settlement Administrator shall be sixty (60) days after the Settlement Administrator mails Class Notice. Any Claim Form or Reinstatement Request Form submitted after the deadline shall be deemed untimely and will not be considered, unless otherwise agreed to by the Parties or ordered by the Court.

8.3. The Settlement Administrator shall be responsible for reviewing all submitted Claim Forms and Reinstatement Request Forms and determining whether such Claim Forms and Reinstatement Request Forms are timely, complete, and signed under the penalty of perjury. Failure to provide all information requested on the Claim Form or Reinstatement Request Form will not result in immediate rejection of a Claim or Reinstatement Request. For any deficient Claim Forms and Reinstatement Request Forms, the Settlement Administrator will take reasonable and customary steps to notify the Claimant or Requestor of the deficiency[ies], including but not limited to, written e-mail notification when possible, and any additional information or documentation necessary to determine eligibility. The Settlement Administrator will promptly review attempts to cure deficiencies. The Settlement Administrator will provide written notice to the Claimant or Requestor of its final determination as to the approval or denial of the Claim or Reinstatement Request, and shall notify the Claimant or Requestor that they may appeal the Settlement Administrator's determination to the Special Master.

8.4. The Settlement Administrator is authorized to use customary and proprietary methods to identify and/or prevent fraudulent claim submissions.

8.5. Following the deadline to submit Claim Forms and Reinstatement Request Forms, the Settlement Administrator shall provide a report of all accepted or rejected Claims and Reinstatement Requests to Counsel for the Parties. Along with the report, the Settlement Administrator shall provide a recommendation as to the amount to be held in reserve to address claims pending final adjudication as well as any potential errors or omissions.

9. CAFA Notices. The Parties agree the Settlement Administrator shall effectuate service of all notices required by the Class Action Fairness Act ("CAFA"). The Settlement Administrator shall serve all required notices within ten (10) days of the filing of the Preliminary Approval

Motion. Defendants shall file with the Court certification of service of all CAFA Notices no later than ten (10) days after the date Class Counsel files the Final Approval Motion.

10. Objections to Settlement

10.1. Written Objection Notice. Any Class Member who wishes to object to any term of the Agreement must send the Settlement Administrator written notice of their objection(s) ("Objection Notice") pursuant to this Agreement and the instructions set forth in the Detailed Class Notice. A Class Member's Objection Notice must be either postmarked and mailed via First-Class Mail or electronically submitted to the Settlement Administrator no later than sixty (60) days after the Settlement Administrator first mailed Class Notice.

10.2. Notice of Receipt of Objection Notices. Settlement Administrator shall promptly provide Counsel for the Parties copies of each Objection Notice upon receipt of each Objection Notice.

10.3. Filing of Objection Notices. Within fifteen (15) days after the Objection Deadline, Class Counsel shall file with the Court all Objection Notices that are timely submitted to Settlement Administrator pursuant to the deadline established in Section 10.1 in the manner as directed by the Court in the Preliminary Approval Order. If any Objection Notices are submitted after the deadline established in Section 10.1, Class Counsel shall file a list of such untimely Objection Notices with the Court that shall include the name of the submitting Class Member and the date the untimely Objection Notice was postmarked or otherwise submitted to the Settlement Administrator.

10.4. Effect of Failure to Provide Timely Objection Notice. Any Class Member who fails to submit a timely and compliant Objection Notice shall be deemed to have forever waived any and all objections to the Settlement, absent further stipulation of the Parties or leave of Court.

11. Request for Exclusion by Class Members in Deceased Population

11.1. Any Class Member in the Deceased Population who wishes to be excluded from the Damages Class must submit a timely and valid Request for Exclusion to the Settlement Administrator via email, First-Class Mail, or the Settlement Website (pursuant to this Agreement and its Exhibits) no later than sixty (60) days after the Settlement Administrator first mailed Class Notice. The Request for Exclusion must be signed by the Class Member in the Deceased

Population and include the following: (i) the Class Member's name, address, e-mail address (if any), and telephone number; (ii) a clear statement that the Class Member wishes to be excluded from the Damages Class; (iii) due proof of that Class Member's status as a beneficiary of a Class Policy as of the Final Lapse Date; and (iv) if represented by legal counsel, the name, address, e-mail address, and telephone number of that legal counsel. The Request for Exclusion must be electronically submitted (or post-marked, if submitted via First-Class Mail) to the Settlement Administrator on or before the Opt-Out Deadline.

11.2. The Opt-Out List, identifying the Class Members in the Deceased Population who have submitted a Request for Exclusion, shall be assembled by the Settlement Administrator and filed with the Court no later than fifteen (15) days prior to the Fairness Hearing. The Settlement Administrator shall provide Counsel for the Parties the names and policy numbers associated with any Class Members in the Deceased Population who submit a Request for Exclusion as soon as practicable upon receipt. In addition, the Settlement Administrator shall provide the Opt-Out List to Counsel for the Parties no later than five (5) days after the Opt-Out Deadline. Defendants will request that the Court decide whether to approve the Opt-Out List as the list of Class Members in the Deceased Population who filed timely and valid Requests for Exclusion, in the Final Approval Order and Judgment.

11.3. Any Class Member in the Deceased Population who is not excluded from the Damages Class by submitting a timely and valid Request for Exclusion by the Opt-Out Deadline, as approved by the Court, shall be bound by all subsequent proceedings, orders and judgment in this Action, including the Final Approval Order and Judgment and its release provisions, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against any Releasees for any of the Released Claims.

12. Claims Released by Settlement Class Members. Upon the Final Settlement Date, the Releasing Parties shall be deemed to have absolutely and unconditionally released, waived, and forever discharged Releasees from and against all claims, complaints, causes of action, demands, damages, obligations, losses, costs, and liability as related to Class Policies (i) alleged in the operative Complaint, or (ii) which could have been alleged in the operative Complaint based on the same alleged facts, transactions, or occurrences; whether asserted individually or on behalf

of the Class; whether known or unknown, whether suspected or unsuspected, whether direct or derivative; whether arising at law, in equity, or pursuant to any statute, ordinance, or regulation.

13. Release of Unknown or Unsuspected Claims. Class Representative acknowledges, agrees, represents, and warrants that factual matters now unknown to her may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, tax consequences, damages, costs, losses, and expenses that are presently unknown, unanticipated, and/or unsuspected, and which if known by Class Representative at this time, may have materially affected her respective decisions to execute this Agreement. Class Representative acknowledges, agrees, represents, and warrants that this Agreement has been negotiated and agreed upon in light of the foregoing understanding, and that Class Representative nevertheless intends to release, discharge, and acquit Releasees from any such unknown or unsuspected causes of action, claims, demands, debts, controversies, damages, costs, losses, and/or expenses arising from, in connection with, or relating in any way to the claims alleged in the Complaint and all claims arising during the Class Period that were or could have been alleged in the Complaint based on the same alleged facts, transactions, or occurrences. Class Representative further acknowledges, represents, warrants, and certifies that she has read, understand, and expressly waives all rights and benefits conferred by California Civil Code Section 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.

Class Representative acknowledges and understands the significance and consequence of this waiver of California Civil Code Section 1542 is that even if Class Representative eventually suffers additional damages or losses caused by their prior interactions with Releasees relating to the facts, transactions, or occurrences alleged in the Complaint, she will not be able to make any claim for those damages, losses, or obligations. Furthermore, Class Representative acknowledges she understands and intends these consequences even as to claims for damages, losses or obligations, related to the Action and any matters which could have been alleged in the Action, that may exist as of the Final Settlement Date, but which she does not know exist, and which, if

known, would materially affect her decision to execute this Agreement, regardless of the cause of her lack of knowledge.

14. Covenant Not to Sue. The Releasing Parties covenant and agree that: (i) no Releasing Party shall file against Releasees any legal action, demand, or claim asserting claims on the basis of, connected with, or arising out of any Released Claims, (ii) no Releasing Party shall pursue or accept any relief or recovery arising out of or relating to any complaint or proceeding against any Releasee before any federal, state, or local court or administrative agency involving any claim within the scope of the definition of Released Claims, except where such agreement is prohibited by law; and (iii) this Agreement shall be a complete defense to any claim within the scope of the definition of Released Claims. Except as prohibited by law, if any Released Claim is filed against any Releasee, it shall be dismissed with prejudice upon presentation of this Agreement, and the party filing such claim shall indemnify the relevant Releasee for any losses, costs, and expenses (including attorneys' fees), arising out of or relating to the defense of such claim.

15. Tax or Regulatory Obligations

15.1. Tax Liability. Class Representative, on behalf of herself and each Settlement Class Member, and Class Counsel acknowledge, understand, and agree that the Class Representative, each Settlement Class Member, and Class Counsel, as the case may be, are solely responsible for all federal, state, and local taxes they may owe as a result of any payment arising out of or relating to the Settlement. Defendants acknowledge, understand, and agree that Defendants are solely responsible for all federal, state, and local taxes they may owe as a result of any payment they make in connection with the Settlement, or reserves they may have to devote in connection with any Reinstated Class Policy. The Parties acknowledge, understand, and agree that they are relying upon their own legal, financial, and/or tax advisors, and not upon one another, with respect to any tax or regulatory aspects or consequences of the Settlement.

15.2. Tax Withholding and Reporting. Class Counsel and the Class Representative, on behalf of herself and the Settlement Class, acknowledge, understand, and agree that (i) Defendants are required to comply with any tax withholding and reporting laws applicable to any payments resulting from the Settlement, including the payment of any Claim and attorneys' fees; (ii)

Defendants' compliance with such laws shall not be deemed a violation of the Settlement; (iii) they will fully cooperate with Defendants and the Settlement Administrator by providing, upon request, tax identification numbers, completed Form W-9s issued by the Internal Revenue Service, and any other information and documentation necessary to comply with applicable tax withholding and reporting laws as related to the Settlement; and (iv) nothing in this Agreement shall constitute an admission or representation that any taxes will or will not be due or withheld or not withheld as a result of the Settlement.

16. Representations and Warranties

The Parties, and each of them, acknowledge and agree that each Party is relying on the following representations and warranties in entering into this Agreement:

16.1. Parties' Representations and Warranties. Each Party represents and warrants that:

16.1.1. the Party and/or their counsel have conducted a detailed analysis of the factual and legal issues presented in the Action;

16.1.2. the Party is voluntarily entering into this Agreement as a result of arm's-length negotiations among the Parties' respective counsel, with the assistance of experienced mediators;

16.1.3. the Party has had sufficient opportunity to review this Agreement;

16.1.4. the Party is relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof;

16.1.5. except for terms specifically provided in this Agreement, the Party has not been influenced in executing this Agreement by any representations, statements, or omissions by any other Party, or by any person representing any other Party to this Agreement; and

16.1.6. the Party assumes the risk of mistake as to facts or law.

16.2. Signatories' Representations and Warranties. Each person executing this Agreement on behalf of any other person or entity hereby represents and warrants to the other Parties that he or she has the authority to execute this Agreement on behalf of, and to fully bind, each principal whom such individual represents or purports to represent, including (with respect

to Class Representative and Class Counsel) each and every Settlement Class Member.

16.3. Representations and Warranties of Class Representative and Class Counsel. Class Representative and Class Counsel each represent and warrant that:

16.3.1. Class Representative has the legal right, capacity, and authority to execute this Agreement and to make the promises, representations, and warranties contained herein.

16.3.2. Class Representative has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action encompassed within this Agreement, except for the assignment, if any, Class Representative has made to Class Counsel regarding attorneys' fees and/or litigation costs relating to this Action.

16.3.3. Class Representative and Class Counsel will not encourage or advise any Class Member, whether directly or indirectly, to opt-out of the Damages Class; to object to the certification of the Class pursuant to this Agreement; or to object to the final approval of this Agreement; and

16.3.4. Class Representative and Class Counsel, while believing that all claims in the Action have merit, have concluded, in consideration of the facts, defenses, and arguments of the Defendants, that the terms of this Agreement are fair, reasonable, and adequate to themselves, as well as to each Class Member.

17. No Admission of Liability. The Parties understand and agree that this Agreement embodies a compromised settlement of disputed claims, and that nothing in this Agreement, including the furnishing of consideration for this Agreement, shall be deemed to constitute any admission, finding, belief, or of any wrongdoing or an admission of wrongdoing or liability in this Action or otherwise under any federal, state, or local laws of every type and description. Nor shall anything in this Agreement be deemed to constitute any admission, finding, belief, or acknowledgement that any defense is valid or appropriate. This Agreement and the reinstatements and other payments provided for hereunder are made in compromise of vigorously disputed claims and cannot by operation of law be deemed, construed, or argued to be admissions or acknowledgments of any liability or of any defense of any kind. Defendants specifically deny any liability or wrongdoing.

18. Settlement Plan

18.1. Alive Population Injunctive Relief

18.1.1. Offer of Reinstatement. Any Class Member in the Alive Population who wishes to submit a Reinstatement Request must timely submit a Reinstatement Request Form to the Settlement Administrator pursuant to the terms of the Agreement and the Reinstatement Process Guidelines.

18.1.2. Requestor Entitled to Act. An Authorized Requestor, as the Policy Owner of a Class Policy, has the right to act with respect to such Class Policy, and assumes all liability that may result from submitting a Reinstatement Request in the event any other person or entity asserts ownership of, or an ownership interest in, such Class Policy, or submits a Reinstatement Request on the same Class Policy.

18.1.3. Entire Class Policy Interest Represented. If more than one person or entity in the Alive Population has an ownership interest in the same Class Policy, all such persons or entities having an ownership interest in that Class Policy must either (i) act jointly in exercising any right to Injunctive Relief (as set forth in Sections 18.1.4 and 18.1.5) or any right to object to this Settlement (as set forth in Section 10); or (ii) assign their ownership rights by written instrument to a single Policy Owner who will be authorized to act with respect to that Class Policy.

18.1.4. Process for Implementation. Any Requestor who submits a timely Reinstatement Request Form to the Settlement Administrator and is found by the Settlement Administrator to be an Authorized Requestor, will be offered reinstatement of the subject Class Policy without underwriting and without triggering a new contestability period under the Class Policy, subject to timely payment of the Discounted Reinstatement Amount applicable to that Class Policy. Additional processes, procedures, and requirements governing reinstatement are set forth in the Reinstatement Process Guidelines and the Reinstatement Request Form, including, but not limited to, the provision of information, payment of the Discounted Reinstatement Amount and charges, fees and required payments going forward.

18.1.5. Payment of Discounted Reinstatement Amount and Obligation to Pay Amounts Following Reinstatement. As set forth more fully in the Reinstatement Process Guidelines, an Authorized Requestor will be required to pay the Discounted Reinstatement Amount as a condition to reinstating the Class Policy. Defendants shall have no obligation to

discount any amount beyond the Discounted Reinstatement Amount to effectuate reinstatement of a Class Policy. Following the Reinstatement Date, the Policy Owner will be required to pay all amounts due under the Reinstated Class Policy (without discounts) pursuant to the terms of the Reinstated Class Policy.

18.1.6. At no point shall Defendants or any Releasee categorize or report the discount in back payment amounts that would have been due under a Class Policy (*i.e.*, the 10% discount) as income or as a taxable event attributable to any Settlement Class Member.

18.1.7. Suicide Exclusion for One (1) Year. Notwithstanding anything to the contrary in the terms of a Class Policy, the Parties agree that if the Insured under a Reinstated Class Policy dies by suicide within one (1) year after the Reinstatement Date, and while the Reinstated Class Policy is in force, the death benefit of the Reinstated Class Policy will not be paid or owed. Instead, the beneficiary(ies) of the Reinstated Class Policy, upon submission of due proof of the Insured's death, will be entitled to receive a limited death benefit equal to: (i) the Non-discounted Reinstatement Amount; *plus* (ii) the additional amounts, if any, the Policy Owner(s) paid to maintain coverage under the Reinstated Class Policy after the Reinstatement Date; *minus* (iii) any policy debt and partial surrenders.

18.1.8. Effect of Loans and Policy Changes Requested by the Policy Owner. Reinstatement of a Class Policy will have no impact on a Reinstated Class Policy Owner's obligation to pay interest and/or principal due on any loan(s) taken against the cash value of the subject Class Policy, including loans taken against the cash value of the Class Policy prior to the Final Lapse Date. Policy Owner(s) of a Reinstated Class Policy will be responsible for the payment of any loan interest and/or principal due pursuant to the terms of the Reinstated Class Policy, and failure to timely pay such amounts, when due, will put the Reinstated Class Policy at risk of lapse. Further, if the Policy Owner of a Reinstated Class Policy makes any change to the Reinstated Class Policy that affects its performance, including (without limitation) a loan, withdrawal, surrender, change in the death benefit or Face Amount, or any other change, this may prevent the Reinstated Class Policy from remaining in force, and the Reinstated Class Policy's continuation would not be guaranteed. Defendants make no representations or warranties regarding the impact of any changes made by the Policy Owner of a Reinstated Class Policy that affect the Reinstated Class Policy's

performance.

18.1.9. Effect of Written Cancellation by the Policy Owner. Policy owners of insurance policies that were affirmatively terminated or canceled in writing by the policy owner are not included within the Class, and thus are not eligible for Injunctive Relief or any other relief. The process for determining whether a policy owner affirmatively terminated or canceled a policy in writing is set forth in the Reinstatement Process Guidelines.

18.2. Payment of Damages Relief. Once the Court issues the Final Approval Order, the Settlement Administrator shall calculate and distribute the Class Benefit Fund to Authorized Claimants as provided below:

18.2.1. Reserve Amount. Before calculating the amounts to be distributed to Authorized Claimants from the Class Benefit Fund, the Settlement Administrator shall reserve an amount which, in its professional judgment, is sufficient to pay: (i) the Settlement Administrator's future fees and expenses associated with the administration of the Settlement; (ii) the Special Master's future fees and expenses associated with resolving any disputes regarding the Settlement; and (iii) amounts sufficient to pay Authorized Claimant(s) associated with any Class Policy under which the Settlement Administrator received a timely and properly completed Claim Form, but has not received all supporting documentation and/or there is an unresolved dispute regarding the appropriate Authorized Claimant(s) for that Class Policy ("Reserve Amount").

18.2.2. Distribution to Authorized Claimants. Each Authorized Claimant will be entitled to receive a pro rata share of the Class Benefit Fund with respect to each Class Policy under which they qualify as an Authorized Claimant ("Settlement Payment"). The following factors and rules will be utilized to calculate and determine the amount of each Settlement Payment to each Authorized Claimant: (i) the Authorized Claimant's percentage beneficial interest, as of the Final Lapse Date, under the Class Policy; (ii) the Face Amount of the Class Policy, relative to the aggregate Face Amounts of all Class Policies associated with all Authorized Claimants; and (iii) no Settlement Payment will exceed seventy percent (70%) of that Authorized Claimant's beneficial interest, as of the Final Lapse Date, in the death benefit of the Class Policy.

18.2.3. The Settlement Administrator shall commence issuing the Settlement Payments to Authorized Claimants upon completion of Claims processing.

18.2.4. The beneficiary(ies) of record of a Class Policy owned by a Policy Owner in the Alive Population will be entitled to receive a Settlement Payment as though they were an Authorized Claimant, and will be treated by the Settlement Administrator as such, if all of the following occur: (i) the Policy Owner of a Class Policy submits a valid and timely Reinstatement Request Form to the Settlement Administrator, and the Settlement Administrator determines the Policy Owner is an Authorized Requestor; (ii) the Insured under the Class Policy dies after the date of the Preliminary Approval Order is entered, and before the Policy Owner's deadline to pay the Discounted Reinstatement Amount; (iii) at the time of the Insured's death, Defendants have not received the Discounted Reinstatement Amount; and (iv) the beneficiary(ies) submit a properly completed Claim Form and all supporting documentation (including due proof of the Insured's death) to the Settlement Administrator before the Policy Owner's deadline to pay the Discounted Reinstatement Amount.

18.2.5. Unaccepted Settlement Payments. If any Settlement Payment is not cashed, deposited, or otherwise accepted by the Authorized Claimant within one hundred eighty (180) days after the Settlement Payment was issued by the Settlement Administrator, the Settlement Administrator shall cancel that Settlement Payment and escheat the uncashed or unaccepted funds to the appropriate state in the name of the Authorized Claimant.

18.2.6. Cy Pres. Within thirty (30) days after all Settlement Payments to all Authorized Claimants have been accepted or are otherwise escheated to the appropriate state pursuant to this Agreement and the Plan of Allocation, Settlement Administrator shall distribute any funds remaining in the Class Benefit Fund (excluding the amount held in reserve for the Special Master's and Settlement Administrator's unpaid or future fees and expenses) as follows: (i) fifty percent (50%) of the remaining funds shall be paid to California Fire Foundation for underinsured victims of the Los Angeles fires; and (ii) fifty percent (50%) of the remaining funds shall be paid to Refugee Net for life insurance education programming in underprivileged and underserved communities in California.

18.2.7. Special Master to Decide Disputes. The Parties agree that any disputes, appeals, or requests for reconsideration, arising from or relating to the Settlement Administrator's distribution of the Class Benefit Fund shall be determined by the Special Master.

18.3. Class Counsels' Attorneys' Fees and Costs. Class Counsel may petition the Court for payment of Attorneys' Fees and Costs. Such payments are to be paid and reported as 1099 income in specific amounts for each law firm acting as Class Counsel. Such petitions shall be subject to Court approval, and the Court's approval of an amount less than that petitioned for by Class Counsel will not be grounds for terminating the Agreement.

18.4. Payment of Class Counsels' Attorneys' Fees and Costs. Class Counsel shall be paid all approved fees and costs within thirty (30) days after the Final Settlement Date. To receive payment, Class Counsel must inform Defendants' Counsel and the Settlement Administrator, in writing signed by an authorized representative of each law firm defined as Class Counsel by this Agreement, the specific amounts to be paid to each law firm. It is specifically agreed that the Settlement Administrator shall not be required to make any payments to any attorney or law firm other than to those defined as Class Counsel in this Agreement, and that: (i) the Final Approval Order will expressly dismiss and discharge Defendants and the Settlement Administrator from claims for attorneys' fees, costs and/or expenses by any attorney and/or law firm other than Class Counsel in connection with services rendered in relation to Action, and (ii) Class Counsel will indemnify and hold Defendants and Settlement Administrator harmless in any action seeking attorney's fees, costs and/or expenses in connection with the Action and/or contesting payment of attorneys' fees to Class Counsel in connection with the Action or pursuant to this Agreement.

18.4.1. Qualified Settlement Fund for Attorneys' Fees. Class Counsel may elect to structure a portion of the attorneys' fee awarded by the Court using a Qualified Settlement Fund ("QSF"), and so long as Class Counsel pays the cost of the administration of the QSF, Defendants will cooperate with the structuring of such fees in that manner.

18.5. Incentive Award. Class Counsel will seek an Incentive Award for Class Representative in an amount which does not exceed ten thousand dollars ($10,000.00), which shall be paid from the Settlement Fund and reported as 1099 income.

19. Termination of the Agreement

19.1. Defendants' Rights to Terminate. Defendants shall have the right, but not the obligation, to terminate this Agreement under the following circumstances:

19.1.1. The aggregate Face Amount of the Class Policies associated with all Class

Members who timely and validly opt-out of the Damages Class exceeds five million dollars ($5,000,000.00); or

19.1.2. The aggregate number of Class Policies associated with all Class Members who timely and validly opt-out of the Damages Class exceeds fifty (50) Class Policies; or

19.1.3. Class Representative submits an Objection Notice or Request for Exclusion to the Settlement Administrator; or

19.1.4. Class Counsel and/or Class Representative advise or otherwise encourage any Class Member to object to this Agreement or opt-out of the Settlement Class; or

19.1.5. The Court or any appellate court (i) awards Class Counsel Attorneys' Fees and/or Costs in amounts higher than the amounts specified in this Agreement, or (ii) awards an Incentive Award in an amount higher than that specified in this Agreement. The Parties expressly agree that Defendants shall not be responsible for, and shall have no liability to, Class Counsel or Class Representative for any such higher amounts.

19.2. The Parties' Rights to Terminate. Separately and alternatively, the Court's failure or refusal to preliminarily or finally approve the proposed Settlement on terms materially and substantively similar to the terms of this Agreement shall be sufficient cause for any Party to terminate this Agreement, but only after Counsel for the Parties have conferred to attempt to resolve any issue(s) delaying or preventing the Court's preliminary or final approval of the proposed Settlement and no such resolution occurs. However, notwithstanding the foregoing, the Parties may not terminate this Agreement based on the Court or appellate court issuing an award of Attorneys' Fees and Costs and/or an Incentive Award in an amount less than the amount requested by the Class Representative and Class Counsel.

19.3. Notice of Termination. A Party electing to terminate this Agreement pursuant to Sections 19.1 and/or 19.2 must give written notice to Counsel for the Parties within thirty (30) days after the Party first learns of the triggering event giving rise to that Party's right to terminate the Agreement as provided herein.

19.4. If any Party terminates the Agreement as provided herein, or if the proposed Settlement is not effectuated for any reason, then:

19.4.1. This Agreement shall be void, unenforceable, and have no legal effect, and

shall void all the rights, obligations, and Released Claims under the Agreement, except as to Sections 3.3.9; Section 6; Section 17; Section 19.4; and Section 20.1, which shall survive any termination of the Agreement;

19.4.2. The Action will, with respect to the Parties and all claims, defenses, and legal issues, revert to its status as of August 21, 2024. Without limiting the foregoing, if the Court refuses to issue the Preliminary Approval Order or the Final Approval Order, Class Representative specifically agrees to voluntarily dismiss, without prejudice: (i) all claims asserted against Wilton Reassurance Life Company of New York and Texas Life Insurance Company; and (ii) all claims asserted against Wilcac Life Insurance Company (except for claims relating to Class Policies administered by Wilco Life Insurance Company prior to the date Wilco Life Insurance Company merged with, and into, Wilcac Life Insurance Company), and that any claims that remain pending against Wilcac Life Insurance Company in this Action shall be limited to claims involving Class Policies administered by Wilco Life Insurance Company prior to the date Wilco Life Insurance Company merged with, and into, Wilcac Life Insurance Company;

19.4.3. This Agreement and any filings and negotiations relating to this Agreement or the proposed Settlement shall not be used by or against any Party as evidence or argument to support any claim, defense, fact, or issue in this Action or any other action, except as to a claim or other action seeking to enforce the Agreement;

19.4.4. Any order or judgment, including, without limitation, any order certifying the Class in connection with this Agreement or the proposed Settlement will be vacated, void ab initio, and without any force or effect; and

19.4.5. Class Representative and Class Counsel agree they will not argue or raise a claim or defense, including but not limited to, waiver, estoppel, and other similar or related theories, that the Agreement, the proposed Settlement, or any of the settlement negotiations, motions, or orders relating thereto preclude Defendants from opposing certification of a class or opposing any claims in this Action, or any other action.

20. Confidentiality and Non-Disparagement.

20.1. The Agreement and its terms and conditions shall be kept confidential by the Parties until the Preliminary Approval Motion is filed in the Action. Neither the fact of this Settlement

nor the terms of this Agreement shall be offered or received in evidence in any other action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement or arising out of or relating to the Final Approval Order.

20.2. The Parties, including all Settlement Class Members, agree to not publicly disparage each other in regard to any matter relating to the Action or this Agreement.

21. Miscellaneous Provisions

21.1. Governing Law. This Agreement, which is made in the State of California, shall be construed and interpreted in accordance with the laws of the State of California, without giving any effect to any rules governing conflicts of law. Should a court of competent jurisdiction determine that any provision of this Agreement is illegal, invalid, or otherwise unenforceable, there will be added in lieu thereof a legally valid and enforceable provision as similar in terms to such offending provision as possible, and the remainder of this Agreement will be valid and enforceable, subject to the Parties' respective rights to terminate the Agreement pursuant to Section 19.

21.2. Computing Time. All deadlines and time periods stated in this Agreement shall be computed and determined in accordance with Rule 6(a) of the Federal Rules of Civil Procedure.

21.3. Cooperation. The Parties agree to cooperate and take all steps necessary and appropriate to obtain the Preliminary Approval Order and the Final Approval Order, to effectuate all aspects of the terms of the Agreement, and to dismiss the Action with prejudice in accordance with the terms of the Agreement.

21.4. Venue for Disputes Relating to the Agreement. All actions or proceedings relating to this Agreement shall be brought in the United States District Court for the Northern District of California. The Parties agree that the Court shall have continuing jurisdiction to resolve any disputes concerning implementation or compliance with this Agreement.

21.5. Amendment. Before the entry of the Preliminary Approval Order, this Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties. Following entry of the Preliminary Approval Order, the Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties and approved by the Court.

21.6. Waiver. No provision of this Agreement may be waived except in a writing executed by the Party against whom such waiver is sought to be enforced, with the exception of

the right of termination which must be timely asserted according to the terms of this Agreement. The waiver by any Party of any provision, right, or breach of this Agreement shall not constitute, nor shall it be deemed or construed as, a waiver of any other provision, right, or breach of the Agreement, whether prior to, subsequent to, or contemporaneous with, this Agreement.

21.7. Destruction of Documents and Electronic Data. Within sixty (60) days after the Final Settlement Date, the Parties shall fully comply with the applicable provisions of Paragraph 13 of the Stipulated Protective Order entered in the Action on March 23, 2022 (Dkt. 44).

21.8. Contra Proferentem Shall Not Apply. This Agreement is the product of mutual drafting and negotiation by the Parties and Counsel for the Parties. The Parties agree that neither the rule of contra proferentem (construction against the drafter), nor any other statute, law, or rule of interpretation or construction that would or might require any provision to be construed against a purported drafter, shall apply against any Party. In the event any ambiguity or question of intent or interpretation arises regarding this Agreement, this Agreement shall be construed as though drafted jointly by the Parties and Counsel for the Parties, and no presumption or burden of proof is to arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

21.9. Further Assurances. Each Party agrees, without further consideration, and as part of finalizing the Settlement hereunder, that each will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate this Agreement.

21.10. Entire Agreement. This Agreement contains the entire agreement among the Parties relating to this Settlement, and supersedes any settlement terms or settlement agreements previously agreed upon orally or in writing by any of the Parties.

21.11. Counterparts; Effect of Imaged Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument. Electronic copies or facsimiles of signature pages are sufficient to evidence the intent of the Parties to be bound by this Agreement and shall be as valid as original signatures.

21.12. Titles and Captions. The titles or captions of any Section of this Agreement appear

only as a matter of convenience for the reader and shall not affect the construction of any terms or conditions of this Agreement.

IN WITNESS WHEREOF, the Parties and other signatories hereto knowingly and voluntarily executed this Settlement and Release Agreement as of the date(s) set forth below:

CLASS REPRESENTATIVE, INDIVIDUALLY AND FOR AND ON BEHALF OF THE SETTLEMENT CLASS: By: Julie Grundstrom Julie Grundstrom (Aug 5, 2025 10:05:57 PDT) Dated: 08/05/25	**CLASS COUNSEL:** By: [signature] Dated: August 5, 2025
FOR DEFENDANT WILCAC LIFE INSURANCE COMPANY: By: [signature] Dated: 8/6/25	**COUNSEL FOR DEFENDANT WILCAC LIFE INSURANCE COMPANY:** By: Edward M. Holt Dated: 8/7/2025
FOR DEFENDANT WILTON REASSURANCE LIFE COMPANY OF NEW YORK: By: [signature] Dated: 8/6/25	**COUNSEL FOR DEFENDANT WILTON REASSURANCE LIFE COMPANY OF NEW YORK:** By: Edward M. Holt Dated: 8/7/2025
FOR DEFENDANT TEXAS LIFE INSURANCE COMPANY: By: [signature] Dated: 8/6/25	**COUNSEL FOR DEFENDANT TEXAS LIFE INSURANCE COMPANY:** By: Edward M. Holt Dated: 8/7/2025

Grundstrom Settlement Agreement - for Pltf Signature

Final Audit Report 2025-08-05

Created:	2025-08-05
By:	Ryan Dilworth (rdilworth@nicholaslaw.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXXx0Z03M5fnUU31JCSYlu5T4noWAbf00

"Grundstrom Settlement Agreement - for Pltf Signature" History

Document created by Ryan Dilworth (rdilworth@nicholaslaw.org)
2025-08-05 - 4:23:13 PM GMT

Document emailed to Julie Grundstrom (jagrundstrom@msn.com) for signature
2025-08-05 - 4:23:20 PM GMT

Email viewed by Julie Grundstrom (jagrundstrom@msn.com)
2025-08-05 - 4:42:37 PM GMT

Document e-signed by Julie Grundstrom (jagrundstrom@msn.com)
Signature Date: 2025-08-05 - 5:05:57 PM GMT - Time Source: server

Agreement completed.
2025-08-05 - 5:05:57 PM GMT

Adobe Acrobat Sign

EXHIBIT A

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

You are receiving this notice because you may be eligible to receive relief from the settlement of a class action lawsuit (the "Settlement"). The Settlement covers owners or beneficiaries of certain life insurance policies issued or delivered by Wilcac Life Insurance Company, Wilton Reassurance Life Company of New York, Texas Life Insurance Company, or their predecessors, that lapsed during the Class Period for nonpayment of the amount due.

www._____.com

Class Settlement
Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»

«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

This lawsuit alleges that Wilcac Life Insurance Company, Texas Life Insurance Company, and Wilton Reassurance Life Company of New York (collectively, "Defendants"), terminated life insurance policies for non-payment of the amount due in violation of California Insurance Code Sections 10113.71 and 10113.72 (the "Statutes"), which relate to termination of life insurance policies. The Settlement is not a finding or an admission of liability by Defendants, which deny all allegations of wrongful conduct.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are Policy Owners of individual life insurance policies issued or delivered in California by Wilton[1], or issued or delivered outside California by Wilton where the Policy Owner resided in California on the Final Lapse Date, that: (i) lapsed or terminated during the Class Period for nonpayment of the amount due without the benefit of one or more of the requirements of California Insurance Code Sections 10113.71 and 10113.72; (ii) have a Maturity Date that did not expire prior to the Insured's death, or if the Insured is still living, prior to [the date of the Preliminary Approval Order]; and (iii) were not affirmatively canceled in writing by the Policy Owner ("Class Policies"). If the named Insured under the Class Policy is deceased as of [the date of the Preliminary Approval Order], the beneficiary(s) of the Class Policy may also be Class Members.

What Can I Get? If approved by the Court, the Settlement offers the following settlement relief to Class Members: (1) if the named insured under the Class Policy is alive as of [the date of the Preliminary Approval Order], the Policy Owner, upon timely payment of the Discounted Reinstatement Amount, can reinstate the Class Policy without underwriting and without triggering a new contestability period under the Class Policy; (2) if the named insured under the Class Policy is deceased as of [the date of the Preliminary Approval Order], the beneficiary(s) of the Class Policy may be entitled to a monetary payment, which will be determined based on the Plan of Allocation, as described in the Settlement Agreement.

How Do I Get Settlement Relief? Enter your Unique ID (shown on the front of this Postcard) on the Settlement Website to be directed to the form that appears correct for you based on Defendants' records. You must submit a timely and properly completed Claim or Reinstatement Request Form **no later than Month Day, 2025.** Claim and Reinstatement Request Forms are available online at www._____.com or by contacting the Settlement Administrator at 1-800-XXX-XXXX. COMPLETING A CLAIM OR REINSTATEMENT REQUESTFORM DOES NOT GUARANTEE THAT YOU WILL RECEIVE RELIEF.

What are My Other Options? If you are a Class Member associated with a Class Policy where the named insured is deceased as of [the date of the Preliminary Approval Order] and you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by _____, **2025**. If you timely and validly exclude yourself from the Settlement Class, you cannot get settlement relief, but you will keep any rights you may have to sue the Defendants over the legal issues in the lawsuit. If you stay in the Settlement Class, you may object to the Settlement in writing by **Month Day, 2025.** The Detailed Notice available at the Settlement Website explains how to exclude yourself from the Settlement Class and how to object to the Settlement. The Court will hold a Fairness Hearing on **Month Day, 2025** to consider whether to approve the Settlement; whether to approve Class Counsel's request for attorneys' fees (up to $5,250,000.00) and litigation costs (up to $500,000.00); and whether to award the Class Representative $10,000 for her services in helping to bring and settle this case. You may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing. For more information, call or visit the Settlement Website.

[1] For purposes of this Settlement, "Wilton" shall mean any Defendant, and their respective predecessor(s) under the Class Policy, but only to the extent one of the Defendants was the insurer under the Class Policy as of the Final Lapse Date.

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Julie Grundstrom v. Wilcac Life Insurance Company, et al., Case No. 3:20-cv-03445-MMC

IF YOU WERE A POLICY OWNER OR BENEFICIARY OF ONE OR MORE LIFE INSURANCE POLICIES ISSUED OR DELIVERED BY WILCAC LIFE INSURANCE COMPANY, TEXAS LIFE INSURANCE COMPANY, WILTON REASSURANCE LIFE COMPANY OF NEW YORK, OR THEIR PREDECESSORS, THAT LAPSED OR TERMINATED DURING THE CLASS PERIOD[1] FOR NONPAYMENT OF THE AMOUNT DUE , YOU MAY BE ENTITLED TO RELIEF FROM A CLASS ACTION SETTLEMENT. THIS NOTICE SUMMARIZES THE PROPOSED SETTLEMENT. FOR THE PRECISE TERMS OF THE SETTLEMENT, PLEASE SEE THE SETTLEMENT AGREEMENT AVAILABLE AT WWW._____.COM; BY CONTACTING THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS OR TOLL-FREE NUMBER PROVIDED HEREIN; BY ACCESSING THE COURT DOCKET IN THIS CASE, FOR A FEE, THROUGH THE COURT'S PUBLIC ACCESS TO COURT ELECTRONIC RECORDS (PACER) SYSTEM AT HTTPS://ECF.CASD.USCOURTS.GOV; OR BY VISITING THE OFFICE OF THE CLERK OF COURT FOR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, 450 GOLDEN GATE AVENUE, SAN FRANCISCO, CA 94102, BETWEEN 9:00 A.M. AND 4:00 P.M. PST, MONDAY THROUGH FRIDAY, EXCLUDING COURT HOLIDAYS.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS

Carefully read this entire notice to ensure that you fully understand the benefits of this Settlement to you, as well as your options.

[1] For purposes of this Settlement, "Class Period" shall mean the period from January 1, 2013, through [date of the Preliminary Approval Order].

OVERVIEW

- A settlement has been reached in a class action lawsuit against Wilcac Life Insurance Company[2], Texas Life Insurance Company, and Wilton Reassurance Life Company of New York (collectively, "Defendants").

- The Action alleges Defendants failed to comply with two California statutes—California Insurance Code Sections 10113.71 and 10113.72 (the "Statutes")—that went into effect January 1, 2013, and apply to life insurance policies "issued or delivered" in California. Specifically, the Action alleges that Defendants terminated life insurance policies without complying with one or more of the following provisions of the Statutes:

    - "Each life insurance policy issued or delivered in [California] shall contain a provision for a grace period of not less than 60 days from the premium due date." Cal. Ins. Code § 10113.71 (a).

    - "A notice of pending lapse and termination of a life insurance policy shall not be effective unless mailed by the insurer to the named policy owner, or a designee pursuant to Section 10113.72 for an individual life insurance policy, and a known assignee or other person having an interest in the individual life insurance policy, at least 30 days prior to the effective date of termination if termination is for nonpayment of premium. Notice shall be given to the policy owner and designee by first-class United States mail within 30 days after a premium is due and unpaid." Cal. Ins. Code § 10113.71(b)(1) & (b)(3).

    - "An individual life insurance policy shall not be issued or delivered in [California] until the applicant has been given the right to designate at least one person, in addition to the applicant, to receive notice of lapse or termination of a policy for nonpayment of premium. The insurer shall provide each applicant with a form to make the designation. That form shall provide the opportunity for the applicant to submit the name, address, and telephone number of at least one person, in addition to the applicant, who is to receive notice of lapse or termination of the policy for nonpayment of premium. The insurer shall notify the policy owner annually of the right to change the written designation or designate one or more persons." Cal. Ins. Code § 10113.72 (b).

    - "No life insurance policy shall lapse or be terminated for nonpayment of premium unless the insurer, at least 30 days prior to the effective date of the lapse or termination, gives notice to the policy owner and to the person or persons designated pursuant to [Cal. Ins. Code § 10113.72(a)], at the address provided by the policy owner for purposes of receiving notice of lapse or termination. Notice

[2] In 2020, Wilco Life Insurance Company ("Wilco") merged with and into Wilcac Life Insurance Company ("Wilcac"), with Wilcac being the surviving entity. This settlement includes Wilco pre-merger, and Wilcac pre and post-merger.

shall be given by first-class United States mail within 30 days after a premium is due and unpaid." Cal. Ins. Code § 10113.72(c).

- You are included in the Settlement Class if you were an owner or co-owner of a Class Policy as of the Final Lapse Date and the Insured under the Class Policy is living as of [the date of the Preliminary Approval Order]. If you were an owner or beneficiary of record of a Class Policy as of the Final Lapse Date and the Insured under the Class Policy is deceased as of [the date of the Preliminary Approval Order], you are also included in the Settlement Class, unless you timely submit a valid Request for Exclusion as set forth in the Settlement Agreement.

- Settlement Class Members may be eligible to receive the relief provided under the Agreement and described below. A copy of the Agreement, which defines certain capitalized terms used in this Notice, is available on the Settlement Website.

Read this Notice carefully. Your legal rights are affected whether you act, or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM OR REINSTATEMENT REQUEST FORM	The only way to receive Settlement relief is to timely submit a completed Claim Form or Reinstatement Request Form to the Settlement Administrator. However, the timely submission of a completed Claim Form or Reinstatement Request Form does not guarantee you will receive any Settlement relief.
EXCLUDE YOURSELF	Only Class Members in the Deceased Population may be excluded from the Settlement. If this does not apply to you, you may skip this section. If you exclude yourself from the Settlement, you will receive no Settlement relief, but will retain any rights you currently have to sue Releasees about the claims in this case.
OBJECT	Write to the Court explaining why you object to the Settlement. You remain part of the Settlement Class if you choose this option.
ATTEND THE FAIRNESS HEARING	Ask to speak in Court about your opinion of the Settlement. You remain part of the Settlement Class if you choose this option.
DO NOTHING	If you do nothing, you will be bound by the Agreement and will give up any rights you may have to sue Releasees and other persons on

	certain claims as described in the Agreement and below. If you do nothing, you will not be eligible for any relief from this Settlement.

1. Why was this Notice issued?

A Court has authorized this Notice because you have a right to know about the proposed Settlement in the Action and your options before the Court decides whether to give final approval of the Settlement. This Notice explains the Action, the Settlement, and your legal rights and options.

The Honorable Maxine M. Chesney of the U.S. District Court for the Northern District of California is the judge presiding over the Action. The Action is styled *Julie Grundstrom v. Wilcac Life Insurance Company*, *et al*., Case No. 3:20-cv-03445-MMC (N.D. California). The plaintiff is Julie Grundstrom ("Plaintiff"). The defendants are Wilcac Life Insurance Company, Wilton Reassurance Life Company of New York, and Texas Life Insurance Company ("Defendants"). The Settlement Administrator is Angeion Group, LLC.

2. What is a class action?

In a class action, one or more people, called class representatives (in this case, Plaintiff Julie Grundstrom), sue on behalf of a group or "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who timely exclude themselves from the settlement class.

3. What is this lawsuit about?

The Action alleges that Defendants terminated Class Policies without complying with all provisions of the Statutes, and that, as a result, the Class Policies never lapsed and remain in force. You can review a copy of the operative Second Amended Complaint on the Settlement Website at www._____.com The Action is also described in the Agreement.

Defendants deny all allegations of wrongdoing. The Court has not determined who is right. However, the Parties have agreed to settle this Action to avoid uncertainties and expenses associated with further litigation.

4. Why is there a Settlement?

The Court has not decided whether Plaintiff or Defendants should win this case. Instead, the Parties have agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with further litigation, and Class Members will receive Settlement relief sooner rather than, if at all, after the completion of a trial.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Class?

The "Class" is defined as including:

All owners and beneficiaries (where the Insured has died as of the date of [the Preliminary Approval Order]) of individual life insurance policies issued or delivered in California by Wilton[3], or issued or delivered outside of California by Wilton where the Policy Owner resided in California on the Final Lapse Date, that: (i) lapsed or terminated during the Class Period for nonpayment of the amount due without the benefit of one or more of the requirements of California Insurance Code Sections 10113.71 and 10113.72; (ii) have a Maturity Date that did not expire prior to the Insured's death, or if the Insured is still living, prior to [the date of the Preliminary Approval Order]; and (iii) were not affirmatively canceled or terminated in writing by the Policy Owner.

The Class includes:

- All living Policy Owners of a Class Policy (or if the Policy Owner of a Class Policy is deceased, that Policy Owner's successor in interest) where the Insured under the Class Policy is living as of [the date the Court enters the Preliminary Approval Order] (the "Alive Population"); and

- All Policy Owners and beneficiaries of a Class Policy where the Insured under the Class Policy is deceased as of [the date the Court enters the Preliminary Approval Order] (the "Deceased Population").

THE SETTLEMENT RELIEF

6. What relief does the Settlement provide?

The type of relief provided by the Settlement depends on whether the Insured under the Class Policy is living or deceased as of [the date of the Preliminary Approval Order].

Injunctive Relief Available to Class Members in the Alive Population.

If the Insured under the Class Policy is living as of [the date the Court enters the Preliminary Approval Order], Policy Owner(s) of that Class Policy who qualify as an Authorized Requestor can reinstate coverage under the Class Policy on the same contract terms that existed on the Final Lapse Date, without requiring medical underwriting and without triggering a new contestability period, subject to certain rules, conditions, contractual amendments, and exceptions set forth in the Agreement, including timely payment of the Discounted Reinstatement Amount ("Injunctive Relief").

Damages Relief Available to Class Members in the Deceased Population

[3] For purposes of this Settlement, "Wilton" shall mean any Defendant, and their respective predecessor(s) under the Class Policy, but only to the extent one of the Defendants was the insurer under the Class Policy as of the Final Lapse Date.

If the Insured under the Class Policy is deceased as of [the date of the Preliminary Approval Order], the designated beneficiary(ies) of that Class Policy as of the Final Lapse Date who qualify as an Authorized Claimant will be entitled to a Settlement Payment from the Class Benefit Fund ("Damages Relief"). The Settlement Payment will be determined based upon (a) the Face Value of each Class Policy under which the Authorized Claimant is a primary beneficiary, or otherwise holds a vested beneficial interest, as determined by the Settlement Administrator; (b) the extent of the Authorized Claimant's vested beneficial interest under the Class Policy(ies) at issue; and (c) the aggregate Face Amount of all Class Policies associated with all Authorized Claimants.

7. What is Injunctive Relief?

Injunctive Relief is the ability to reinstate coverage under a Class Policy pursuant to the terms of the Agreement. Injunctive Relief is available to Class Members in the Alive Population. If this does not describe you, you can skip this question.

To receive Injunctive Relief, you will be required to make certain statements on your Reinstatement Request Form, which are made under penalty of perjury. If you cannot truthfully make these statements under penalty of perjury, you will not qualify for Injunctive Relief. The required statements that you must make to receive Injunctive Relief are listed on the Reinstatement Request Form attached as Exhibit E to the Agreement and available at www._____.com. Please review the statements in detail prior to submitting a Reinstatement Request Form to the Settlement Administrator. In addition, the Reinstatement Request Form will include additional information about submitting a request for Injunctive Relief, including what will be required of you if your Reinstatement Request is approved by the Settlement Administrator.

If there was more than one Policy Owner of a Class Policy as of the Final Lapse Date, all Policy Owners of that Class Policy must either (i) act jointly in exercising any right to Injunctive Relief and any right to object to the Settlement; or (ii) assign their ownership rights by written instrument to a single Policy Owner who will be authorized to act as the sole Policy Owner with respect to that Class Policy.

After receiving your Reinstatement Request Form, the Settlement Administrator will determine if you qualify for Injunctive Relief. If your Request to Reinstate the Class Policy is approved, you will be required to pay (i) ninety percent (90%) of the aggregate, minimum amount of money that would have been due and necessary to keep the Class Policy in-force from the Final Lapse Date through the Reinstatement Date; plus (ii) one hundred percent (100%) of the minimum amount of money necessary to keep the Class Policy in-force for three months after the Reinstatement Date. After your Reinstatement Request Form is approved, either the Settlement Administrator or Defendants will provide you an estimate of the Discounted Reinstatement Amount required to reinstate the Class Policy. If the Court grants final approval of the Settlement, the Settlement Administrator or Defendants will notify Authorized Requestors of the Discounted Reinstatement Amount required to reinstate the Class Policy. This process will take time. Please be patient.

Your obligations and other information regarding Injunctive Relief are provided in the Agreement at www._____.com.

8. What is Damages Relief?

Damages Relief is available for Class Members in the Deceased Population. If this does not describe you, you can skip this question.

For Authorized Claimants, Damages Relief will consist of a monetary Settlement Payment, the amount of which will be determined based on the Plan of Allocation. The Plan of Allocation involves an individual analysis and determination of each Claim according to the Processes and Guidelines for Damages Relief ("Damages Relief Guidelines"). The Damages Relief Guidelines apply certain factors based on specified records related to the Class Policy. The amount of money you could receive will depend upon what Defendants' records reflect regarding the Face Amount of the Class Policy; the extent of your beneficial interest under the Class Policy; and the aggregate Face Amount of all Class Policies associated with Class Members in the Deceased Population who submit valid and timely Claim Forms. The Damages Relief Guidelines are attached as Exhibit D to the Agreement.

To be eligible for Damages Relief, a Claimant must timely complete and submit a Claim Form for Damages Relief ("Claim Form") to the Settlement Administrator, as described in the Agreement and Damages Relief Guidelines. A copy of the Claim Form is attached as Exhibit F to the Agreement. The Claimant must also certify, under penalty of perjury that Claimant is entitled to collect a Settlement Payment made with respect to the Class Policy and will distribute such Settlement Payment in whole or in relevant part to any other individual or entity who has a legal interest therein.

Any payment as Damages Relief will be made exclusively as a compromise and release of disputed claims in the Action and shall be considered exclusively a settlement payment.

9. Can I contest my relief, and when will I get my relief?

All decisions as to whether or not you are eligible for relief under the Settlement, including whether or not you qualify as an Authorized Claimant or Authorized Requestor, will be made by the independent Settlement Administrator. If you wish to contest the Settlement Administrator's decisions regarding your Claim or Request to Reinstate, you may do so by submitting a written request to the Special Master, as set forth in the Agreement located at www.[redacted].com

With respect to the Settlement Class and all associated Class Policies, there shall be no recourse to or against any Defendant or Released Party or their counsel, or to or against the Class Representative or Class Counsel, or the Court, or the Settlement Administrator or the Special Master, for any determination made by the Settlement Administrator or the Special Master.

The hearing to consider the fairness of the Settlement ("Fairness Hearing") is scheduled for **[DATE]**. If the Court grants final approval of the Settlement, eligible Class Members whose Claims or Requests to Reinstate were approved by the Settlement Administrator can proceed with obtaining Injunctive Relief, and/or, if entitled to a Damages Relief, will receive their Settlement Payment after the Settlement becomes final (as provided in the Agreement) and the completion of

claims reviews. Any monetary Settlement Payment made in the form of a check will expire and become void one hundred eighty (180) days after the check is issued. If the check is not cashed or deposited within one hundred eighty (180) days after the check is issued, the Settlement Administrator will cancel the payment and the funds will be escheated to the appropriate state as described in the Agreement.

Within thirty (30) days after all Settlement Payments to all Authorized Claimants have been accepted or are otherwise escheated to the appropriate state pursuant to this Agreement and the Plan of Allocation, Settlement Administrator shall distribute any funds remaining in the Class Benefit Fund (excluding the amount held in reserve for the Special Master's and Settlement Administrator's unpaid or future fees and expenses) as follows: (i) fifty percent (50%) of the remaining funds shall be paid to California Fire Foundation for underinsured victims of the Los Angeles fires; and (ii) fifty percent (50%) of the remaining funds shall be paid to Refugee Net for life insurance education programming in underprivileged and underserved communities in California.

HOW TO GET SETTLEMENT RELIEF

10. How do I get relief?

If you want to receive Settlement relief, you must complete and submit a Claim Form (if a Class Member in the Deceased Population) or a Reinstatement Request Form (if a Class Member in the Alive Population) and any other required documentation, by **[DATE]**. Claim Forms and Reinstatement Request Forms can be found and submitted to the Settlement Administrator online. In the alternative, you may submit a paper copy of the Claim Form or Reinstatement Request Form via mail. To submit a Claim Form or a Reinstatement Request Form online or request a paper copy by mail, visit the Settlement Website at www._____.com or call the Settlement Administrator toll free, 1-8XX-XXX-XXXX.

The Settlement Administrator will evaluate and determine the status of your Claim or Reinstatement Request based on the terms of the Agreement.

Do not mail or deliver your Claim Form or Reinstatement Request Form to the Court, the Parties to this Action, or Counsel for the Parties. Submit your Claim Form or Reinstatement Request Form to the Settlement Administrator only.

You are required to provide complete, true, and correct information when completing the Claim Form or Reinstatement Request Form. This includes any attestations and warranties you are required to make in the Claim Form and Reinstatement Request Form. Failure to provide true and correct information can result in denial of your claim; or if your Class Policy is reinstated, Defendants terminating the Reinstated Class Policy, denying any benefits thereunder; and/or taking any other action that may be appropriate.

REMAINING IN THE SETTLEMENT

11. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Defendants for the claims being resolved by this Settlement (see response to Question 13 below). The specific claims you are giving up are described in the Agreement. You will be "releasing" Defendants and their respective affiliates, reinsurers, predecessors, directors, officers, executives, agents, independent contractors, employees and representatives as described in Section 12 of the Agreement. Unless you exclude yourself from the Settlement (see response to Question 16 below), you are "releasing" the claims, regardless of whether or not you submit a Claim or Reinstatement Request. You can review a copy of the Agreement via the "Important Documents" link on the Settlement Website.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Agreement, and you will not be eligible for any relief from this Settlement. You will not be able to start a lawsuit or be part of any other lawsuit against Defendants for the claims being resolved by this Settlement.

THE RELEASE, DISCHARGE AND COVENANT NOT TO SUE UNDER THE SETTLEMENT AGREEMENT

13. What does the Release say?

If you are a Class Member in the Alive Population, or if you are a Class Member in the Deceased Population and do not timely request to be excluded from the Settlement Class, when the Settlement becomes final you will have released the claims described below and will be bound by the Agreement (including the releases and covenant not to sue), even if you do not submit a Claim Form or a Reinstatement Request Form.

The parties bound by the release set forth in the Agreement (the "Releasing Parties") include: Plaintiff and all Settlement Class Members, and with respect to each Class Policy, all of their respective present or past owners, heirs, executors, trustees, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, agents, consultants, officers, partners, principals, members, attorneys, accountants, financial and other advisors, shareholders, investment advisors, and legal representatives.

The parties receiving the release set forth in the Agreement (the "Releasees") include: Defendants, individually and collectively, and each of their past, present, and future direct or indirect parent companies, subsidiaries, divisions, executives, officers, partners, directors, equity holders, employees, agents, representatives, independent contractors, brokers, vendors, legal representatives, attorneys, auditors, accountants, insurers, co-insurers, reinsurers, fiduciaries, predecessors, successors and assigns, and all of the foregoing in their individual, business, fiduciary, administrative, and/or representative capacities, as well as any person or entity acting under, by, through or in concert with any of the foregoing.

Without further action by anyone, upon the Final Settlement Date, Plaintiff, the Settlement Class, and the Releasing Parties: (i) have and shall be deemed to have fully, finally, and forever waived, released, relinquished, discharged, and dismissed every one of Plaintiff's and Settlement Class Members' claims related to Class Policies against every one of the Releasees; (ii) have and shall be deemed to have covenanted not to sue, directly or indirectly, any of the Releasees with respect to any of the Released Claims; and (iii) shall forever be barred and enjoined from directly or indirectly, filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, or before any administrative body (including any state Department of Insurance or other regulatory commission) whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any of the Released Claims.

The Released Claims. The Released Claims include all claims, complaints, causes of action, demands, damages, obligations, losses, costs, and liability (i) alleged in the operative Complaint, or (ii) which could have been alleged in the operative Complaint based on the same alleged facts, transactions, or occurrences; whether asserted individually or on behalf of the Class; whether known or unknown, whether suspected or unsuspected, whether direct or derivative; whether arising at law, in equity, or pursuant to any statute, ordinance, or regulation.

Covenant Not to Sue and Release as Bar. Plaintiff, the Settlement Class, and the Releasing Parties each individually agree that: (i) no Releasing Party shall file against Releasees any legal action, demand, or claim asserting claims on the basis of, in connection with, or arising out of any Released Claims, (ii) no Releasing Party shall pursue or accept any relief or recovery arising out of or relating to any complaint or proceeding against any Releasee before any federal, state, or local court or administrative agency involving any claim within the scope of the definition of Released Claims, except where such agreement is prohibited by law; and (iii) this Agreement shall be a complete defense to any claim within the scope of the definition of Released Claims. Except as prohibited by law, if any Released Claim is filed against any Releasee, it shall be dismissed with prejudice upon presentation of the Agreement, and the party filing such claim shall indemnify the relevant Releasee for any losses, costs, and expenses (including attorneys' fees), arising out of or relating to the defense of such claim.

The Agreement includes additional provisions regarding the Released Claims described above. Please refer to the Agreement for additional information.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the Action?

The Court has appointed **Nicholas & Tomasevic, LLP; Singleton & Schreiber, LLP;** and **Winters & Associates** to be the attorneys representing the Settlement Class. They are collectively referred to as "Class Counsel" in the Agreement and this Notice. Class Counsel believe, after conducting an extensive investigation, that the Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

15. How will the lawyers be paid?

Class Counsels' attorneys' fees and costs shall be paid from the Settlement Fund in an amount to be determined by the Court. Class Counsel will file their motion requesting attorneys' fees and costs at least ten (10) days before the Opt-Out Deadline. Class Counsels' motion —which will be available on the Settlement Website—will seek no more than $5,250,000.00 for attorneys' fees and $500,000.00 for litigation costs. The Court may award less than those amounts. Under the Agreement, the amounts awarded Class Counsel by the Court will be paid from the Settlement Fund.

Subject to approval by the Court, the Class Representative will file with the Court and post on the Settlement Website by **[DATE]** a request for payment of an Incentive Award of no more than $10,000 for her services in helping to bring and settle the Action. Under the Agreement, the Incentive Award will be paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

Only Class Members in the Deceased Population may request to be excluded from the Settlement Class. If this does not describe you, you can skip this question.

To exclude yourself (*i.e.* opt-out) from the Settlement Class, you must timely postmark and mail or electronically submit a written request to the Settlement Administrator ("Request for Exclusion"). To be considered valid, a Request for Exclusion must:

1. Clearly identify the case name and number of the Action [*Julie Grundstrom v. Wilcac Life Insurance Company*, *et al*., Case No. 3:20-cv-03445-MMC (N.D. California)];

2. Include your full name, address, telephone number, and email address;

3. Identify the policy number(s) of the applicable Class Policy(ies);

4. State that you are authorized to act with respect to the Class Policy;

5. Include a clear statement that you wish to be excluded from the Settlement Class for purposes of this Settlement; and

6. Be signed by you.

A Request for Exclusion that does not include all of the above information, or that is mailed or submitted to an address other than that designated, or that is not postmarked or otherwise submitted to the Settlement Administrator within the time specified, or is not sent by an authorized representative, shall be invalid. To be considered timely, your Request for Exclusion must be

postmarked and mailed or electronically submitted to the Settlement Administrator no later than [**DATE]** at the following address:

Class Settlement

c/o Settlement Administrator

1650 Arch Street, Suite 2210

Philadelphia, PA 19103

Email: info@_____.com

If the Class Policy is owned by more than one person or entity, all such persons or entities must act jointly in exercising any right to opt-out of the Settlement.

17. If I do not exclude myself, can I sue Defendants for the same thing later?

Being excluded from the Settlement is available for Class Members in the Deceased Population where the Insured under the Class Policy is deceased. If this does not describe you, you can skip this question.

Unless you exclude yourself, you give up any right to sue Releasees for the claims being resolved by this Settlement.

18. If I exclude myself, can I get anything from this Settlement?

Being excluded from the Settlement is available for Class Members in the Deceased Population where the Insured under the Class Policy is deceased. If this does not describe you, you can skip this question.

If you exclude yourself from the Settlement Class, you will not receive any relief from the Settlement. If you exclude yourself from the Settlement Class, do not submit a Claim Form to the Settlement Administrator.

OBJECTING TO THE SETTLEMENT

19. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you disagree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

An objection to the Settlement must be in writing. If you submit a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either personally or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying your attorney.

To be considered valid, a written objection to the Settlement must:

1. Clearly identify the case name and number of the Action [*Julie Grundstrom v. Wilcac Life Insurance Company*, *et al*., Case No. 3:20-cv-03445-MMC (N.D. California)];
2. Include your full name, address, telephone number, and email address, as well as the full name, address, telephone number, and email address of any attorney(s) representing, advising, or in any way assisting you in connection with your written objection;
3. Clearly identify and describe the basis upon which you claim to be a Class Member, including the policy number and full name of the Insured of the applicable Class Policy(ies);
4. State that you are authorized to act on behalf of the applicable Class Policy(ies);
5. Identify and explain all grounds for your objections and supporting legal authority (including citations and supporting evidence);
6. State whether your objection applies only to you, applies to a specific subset of the Class, or applies to the entire Class;
7. State whether you intend to appear and speak at the Fairness Hearing to object to the Settlement, and whether you intend to appear personally or through your attorney (explained below in response to Question Number 21);
8. To the extent you, or any attorney representing or assisting you in connection with your objection, have ever objected to a proposed class action settlement where you and/or the objecting attorney asked for, or received, payment in exchange for dismissing the objection (or any related appeal) without modification to the settlement, identify each such class action proceeding by the case style, case number, and jurisdiction;
9. Attach or enclose all supporting documents, materials, or other data you rely upon to support your objection(s); and
10. Be signed by you.

In order for your written objection to be considered timely, you must file the written objection with the Court, and also mail a copy of the objection to Class Counsel and Defendants' Counsel, addressed as shown below, **on or before [DATE], 2025**:

Court	Class Counsel	Defendants' Counsel
U.S. District Court for the Northern District of California Clerk's Office 540 Golden Gate Avenue, 16th Floor San Francisco, CA 94102	Craig Nicholas, Esq. Alex Tomasevic, Esq. Nicholas & Tomasevic LLP 225 Broadway, 19th Floor San Diego, CA 92101	Edward M. Holt, Esq. Maynard Nexsen PC 1901 Sixth Avenue North Suite 1700 Birmingham, AL 35203

20. What is the difference between objecting and excluding myself from the Settlement?

Objecting simply means advising the Court that you disagree with something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement Class. Excluding yourself from the Settlement Class (see response to Question Number 16 to determine eligibility for exclusion) is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement because the Action no longer affects you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold the Fairness Hearing at **__:00 a.m. PST** on **[DATE]** in Courtroom 7 at the Phillip Burton Federal Building, 450 Golden Gate Avenue, San Francisco, California, 94102. The purpose of the Fairness Hearing is for the Court to determine whether to finally approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsels' request for attorneys' fees and expenses; and to consider the request for an Incentive Award to the Class Representative. At that hearing, the Court will be available to hear objections and arguments concerning the fairness of the Settlement.

The Fairness Hearing may be postponed or continued to a different date or time without further notice, so it is a good idea to check the Settlement Website or call the Settlement Administrator at 1-800-XXX-XXXX to confirm the date and time of the Fairness Hearing. If, however, you timely submitted a written objection to the Settlement and advised the Court that you intend to appear and speak at the Fairness Hearing, you will receive notice of any changes to the date or time of the hearing.

22. Am I required to attend the Fairness Hearing?

No. Class Counsel will appear at the Fairness Hearing and answer any questions the Court may have about the Settlement. However, you are welcome to attend the hearing at your own expense. If you submit a timely objection or comment, you are not required to attend the hearing to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also hire a lawyer to represent you and attend the hearing on your behalf, but this is not required.

23. May I speak at the Fairness Hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, your written objection must include a clear statement that you and/or your attorney intend to appear and speak at the Fairness Hearing (see response to Question 19).

OBTAINING MORE INFORMATION

24. Where do I obtain more information?

This Notice summarizes the Settlement. Additional details regarding the Settlement are set forth the Agreement and Exhibits attached thereto. You can review a copy of the Agreement and obtain additional information regarding the Settlement on the Settlement Website at www.___.com. If you have any questions, you may write to Class Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA, 19103, or call the Settlement Administrator at 1-800-XXX-XXXX. Before doing so, however, please read this entire Notice carefully.

DO NOT CONTACT THE PARTIES, COUNSEL FOR THE PARTIES, OR THE COURT REGARDING THIS NOTICE.

Dated: [ ] BY ORDER OF THE COURT
Clerk of the United States District Court
Northern District of California

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Julie Grundstrom v. Wilcac Life Insurance Company, et al., Case No. 3:20-cv-03445-MMC

PROCESSES AND GUIDELINES FOR REINSTATEMENT RELIEF[1]

These Processes and Guidelines for Reinstatement Relief ("Reinstatement Guidelines") describe the process by which Policy Owners of Class Policies that lapsed for a final time during the Class Period and for which there is at least one living Insured (the "Alive Population"), and who are found by the Settlement Administrator to be Authorized Requestors, may obtain a Reinstated Class Policy ("Injunctive Relief").

These Reinstatement Guidelines are in accordance with the Settlement and Release Agreement ("Agreement") and have been approved by the Court. These Reinstatement Guidelines can be modified only by written agreement of the Parties, subject to approval by the Special Master.

NO CLASS POLICY WILL BE REINSTATED UNLESS AND UNTIL THE POLICY OWNER[S] PAY[S] THE SUM OF: **(1) NINETY PERCENT (90%) OF THE AMOUNT THAT WOULD HAVE BEEN OWED HAD THE CLASS POLICY NOT LAPSED, PLUS (2) ONE HUNDRED PERCENT (100%) OF THE AMOUNT REQUIRED TO KEEP THE CLASS POLICY IN-FORCE FOR THREE (3) MONTHS AFTER THE REINSTATEMENT DATE**. The foregoing amount is referred to in these Reinstatement Guidelines as the "Discounted Reinstatement Amount".

These Reinstatement Guidelines include directions for obtaining the Discounted Reinstatement Amount for your Class Policy[ies], as well as information related to payment of the Discounted Reinstatement Amount. **Do not contact Defendants or Defendants' Counsel for the Discounted Reinstatement Amount.**

The Discounted Reinstatement Amount may be significant and will depend on various factors, including, among others, the terms of the Class Policy at issue, the Final Lapse Date, the age of the Insured, the Maturity Date, and the Face Amount.

As used in the Agreement and these Reinstatement Guidelines, the "Final Lapse Date" means the effective date, according to Defendants' records, on which a Class Policy terminated during the Class Period for nonpayment of the amount due without having been reinstated or restored to active status. A Class Policy's effective date of termination, according to Defendants' records, is the date the minimum amount necessary to continue coverage under a Class Policy was due, but unpaid, and as a result, the Class Policy entered its grace period. For example, if the minimum amount necessary to continue coverage under a Class Policy was due (but unpaid) on January 1, 2014, and the Class Policy lapsed because Defendants did not receive the minimum amount necessary to continue coverage by the end of the grace period applicable to the unpaid

[1] Unless otherwise set forth herein, initial capitalized terms have the same definitions in the Agreement. If there is any inconsistency between these Reinstatement Guidelines and the Agreement, the provisions of the Agreement control.

amount/due date, the effective date of termination (*i.e.* Final Lapse Date) for that Class Policy would be January 1, 2014, according to Defendants' records.

Below are two examples demonstrating how the Discounted Reinstatement Amount will be calculated under different hypothetical scenarios:

Example #1

Hypothetical Assumptions:

- The Class Policy was issued on January 1, 2000. The policy anniversary date of the Class Policy was January 1.
- The Final Lapse Date of the Class Policy was January 1, 2014.
- As of the Final Lapse Date, the Class Policy was on a monthly premium payment mode. The monthly amount necessary to keep the Class Policy in-force for the preceding policy year (*i.e.* for the policy year 2013) was one hundred dollars ($100) each month, or a total of one thousand two hundred dollars ($1,200) over the course of the preceding policy year.
- Under the terms of the Class Policy, the monthly amount necessary to keep the Class Policy in-force was scheduled to remain level for the duration of the policy (*i.e.* the monthly amount would remain $100 each subsequent policy year, assuming the policy remains on a monthly premium payment mode for the duration of the policy).
- Pursuant to the terms of the Settlement, the Class Policy is scheduled to be reinstated effective January 1, 2026, and will be on a monthly premium payment mode upon reinstatement.

To calculate ninety percent (90%) of the amount that would have been owed had the Class Policy not lapsed as of the Final Lapse Date, add the total premium amounts that would have been required to keep the Class Policy in-force each policy year from 2014 through 2025, then multiply the total sum by .90 (90%):

Policy Year	Monthly Premium	Total Premium (entire Policy Year)
2014	$100	$1,200
2015	$100	$1,200
2016	$100	$1,200
2017	$100	$1,200
2018	$100	$1,200
2019	$100	$1,200
2020	$100	$1,200
2021	$100	$1,200
2022	$100	$1,200
2023	$100	$1,200

2024	$100	$1,200
2025	$100	$1,200
	Total	**$14,400**

The total amount that would have been required to keep the Class Policy in-force from January 1, 2014, through December 31, 2025 is $14,400. Ninety percent (90%) of the total amount that would have been required to keep the Class Policy in-force during that period is **$12,960** ($14,400 x .90 = $12,960).

Because premiums were scheduled to remain level for the life of the policy, the amount that will be required to keep the Class Policy in-force for three months after the Reinstatement Date is $300 (*i.e.* $100/month x 3 months). Thus, one hundred percent (100%) of the amount that will be required to keep the Class Policy in-force for three months after the Reinstatement Date is **$300**.

In the above hypothetical, the Discounted Reinstatement Amount would be **$13,260** ($12,960 + $300 = $13,260).

Example #2

Hypothetical Assumptions:

- The Class Policy was issued on January 1, 2000. The policy anniversary date of the Class Policy was January 1.
- The Final Lapse Date of the Class Policy was January 1, 2014.
- As of the Final Lapse Date, the Class Policy was on a monthly premium payment mode. The monthly amount necessary to keep the Class Policy in-force for the preceding policy year (*i.e.* for the policy year 2013) was one $100 each month, or a total of $1,200 over the course of the preceding policy year.
- Under the terms of the Class Policy, the minimum amount necessary to keep the Class Policy in-force was scheduled to: (i) increase, effective January 1, 2016, to $200 each month for policy year 2016; and (ii) continue to increase by a commensurate amount (i.e. by $100) effective on the policy anniversary date (*i.e.* January 1st) each policy year thereafter.
- Pursuant to the terms of the Settlement, the Class Policy is scheduled to be reinstated effective January 1, 2026, and will be on a monthly premium payment mode upon reinstatement.

To calculate ninety percent (90%) of the amount that would have been owed had the Class Policy not lapsed as of the Final Lapse Date, add the total premium amounts that would have been required to keep the Class Policy in-force each policy year from 2014 through 2025, then multiply the total sum by ninety percent (.90):

Policy Year	Monthly Premium	Total Premium (entire Policy Year)
2014	$100	$1,200
2015	$100	$1,200
2016	$200	$2,400
2017	$300	$3,600
2018	$400	$4,800
2019	$500	$6,000
2020	$600	$7,200
2021	$700	$8,400
2022	$800	$9,600
2023	$900	$10,800
2024	$1,000	$12,000
2025	$1,100	$13,200
	Total	**$80,400**

The total amount that would have been required to keep the Class Policy in-force from January 1, 2014, through December 31, 2025, is $80,400. Ninety percent (90%) of the total amount that would have been required to keep the Class Policy in-force during that period is **$72,360** ($80,400 x .90 = $72,360)**.**

Because the monthly amount necessary to keep the Class Policy in-force was scheduled to increase (from $100 to $200) effective January 1, 2016, and continue to increase by a commensurate amount effective on the policy anniversary each policy year thereafter, the amount that will be required to keep the Class Policy in-force for three months after the Reinstatement Date is $3,600 ($1,200/month x 3 months = $3,600). Thus, one hundred percent (100%) of the amount that will be required to keep the Class Policy in-force for three months after the Reinstatement Date is **$3,600**.

In the above hypothetical, the Discounted Reinstatement Amount for the Class Policy would be **$75,960** ($72,360 + $3,600 = $75,960).

* * * *

How to Submit a Request For Injunctive Relief

Policy Owners in the Alive Population must submit a Reinstatement Request Form (attached to the Agreement as Exhibit E) to the Settlement Administrator to request Injunctive Relief.

Injunctive Relief consists of the opportunity to reinstate a Class Policy, without underwriting, and without triggering the contestability period, contingent on the Policy Owner first paying the Discounted Reinstatement Amount. To have a Class Policy considered for Injunctive Relief, a Requestor must timely complete and submit a Reinstatement Request Form to the Settlement Administrator.

There are three (3) ways to obtain a Reinstatement Request Form and submit a Reinstatement Request Form to the Settlement Administrator:

1. Complete an online Reinstatement Request Form available on the Settlement Website at www._____.com no later than 11:59 p.m. PST, [**DATE**];

2. Download and print a copy of the Reinstatement Request Form from the Settlement Website, and then mail the completed Reinstatement Form via U.S. Mail postmarked no later than [**DATE**] to the address indicated on the Reinstatement Request Form; or

3. Request a copy of the Reinstatement Request Form from the Settlement Administrator, and then mail the completed Reinstatement Request Form via U.S. Mail postmarked no later than [**DATE**] to the address indicated on the Reinstatement Request Form.

A Reinstatement Request Form postmarked or submitted to the Settlement Administrator after [**DATE**] will not be accepted, and Requestors submitting such late forms will not be eligible for Injunctive Relief.

The Reinstatement Request Form

The Reinstatement Request Form requires that each Requestor provide certain identifying information to facilitate the Settlement Administrator's verification of Reinstatement Request eligibility, including a determination as to whether the Requestor is an Authorized Requestor under the terms of the Agreement.

Information provided on the Reinstatement Request Form will be checked by the Settlement Administrator against the Class List, Defendants' records provided pursuant to the Settlement, and other sources of information, such as public records.

Owners of insurance policies that were affirmatively terminated or canceled in writing by the policy owner are **not** included within the Class, and thus are not eligible for Injunctive Relief. The process for determining whether a policy owner affirmatively terminated or canceled a policy in writing, shall be as follows:

1. The Settlement Administrator will provide Defendants, in regular intervals prior to the deadline for submitting Reinstatement Request Forms, the policy numbers and Requestor names associated with all timely and complete Reinstatement Request Forms received by the Settlement Administrator.

2. Defendants will review their records to determine whether any such policy was affirmatively terminated or canceled in writing by the policy owner.

3. If Defendants determine a policy was affirmatively terminated or canceled in writing by the policy owner (and is thus outside the scope of the Class), Defendants will notify Class Counsel of their determination and provide Class Counsel with the writing or other document upon which Defendants rely.

4. If Class Counsel disagrees with Defendants' determination, the Parties will submit the dispute to the Special Master for adjudication. The Special Master's determination shall be final.

If more than one person or entity has an ownership interest or ownership right in a Class Policy, all persons/entities having such an interest or right in such Class Policy must either act jointly in exercising any right to Injunctive Relief, or assign their rights by written instrument to a single Policy Owner who will be authorized to act with respect to that Class Policy.

A Reinstated Class Policy will be subject to that policy's terms and conditions, except as modified by the terms of the Agreement. All Settlement Class Members are subject to the Agreement and the Orders of the Court.

A Requestor's failure to provide true, accurate, and complete information in the Reinstatement Request Form may result in denial of the Reinstatement Request.

Obtaining Information to Assist in Deciding Whether to Proceed with Reinstatement

Each Requestor will receive written notice from the Settlement Administrator as to whether they have been determined to be an Authorized Requestor. If a Requestor's Reinstatement Request has been approved, the Requestor will receive an estimate of the Discounted Reinstatement Amount. **DO NOT CONTACT DEFENDANTS OR DEFENDANTS' COUNSEL REGARDING THE REINSTATEMENT REQUEST OR ANY CLASS POLICY.**

Timing of Reinstatement

No Class Policy will be reinstated pursuant to or in connection with the Settlement prior to the Court approving the Settlement in all material respects and the Final Settlement Date, as set forth in the Agreement.

Commencing thirty (30) days after the Final Settlement Date, Defendants will send each Authorized Requestor written notice explaining how to proceed with obtaining reinstatement of the Class Policy, including providing the Discounted Reinstatement Amount and the date by which Defendants must receive the Discounted Reinstatement Amount to reinstate the Class Policy. There will be no grace period associated with the Authorized Requestor's deadline to tender the Discounted Reinstatement Amount. If Defendants do not receive the Discounted Reinstatement Amount on or before the date stated in Defendants' written notice to the Authorized Requestor, no coverage shall issue and the Class Policy will not be reinstated pursuant to the Agreement.

Disputes Regarding Reinstatement

The Special Master shall adjudicate all disputes regarding Injunctive Relief, including, but not limited to: (i) whether a policy owner is a Class Member; (ii) whether a Requestor qualifies as an Authorized Requestor under the Agreement; (iii) the Discounted Reinstatement Amount associated with a Class Policy; and (iv) whether the Discounted Reinstatement Amount was validly and timely tendered to Defendants pursuant to the Agreement.

EXHIBIT D

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Julie Grundstrom v. Wilcac Life Insurance Company, et al., Case No. 3:20-cv-03445-MMC

PROCESSES AND GUIDELINES FOR DAMAGES RELIEF[1]

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In accordance with the Settlement and Release Agreement (the "Agreement"), these Processes and Guidelines For Damages Relief ("Guidelines") describe how to submit a Claim Form, the information and documentation that must be submitted for Claims submitted by Class Members associated with Class Policies where the Insured is deceased as of [the date of the Preliminary Approval Order] (the "Deceased Population"), and the processes, rules, and guidelines by which the Settlement Administrator will determine whether a Claimant is an Authorized Claimant; determine the amount an Authorized Claimant is entitled to receive from the Class Benefit Fund; and distribute payments from the Class Benefit Fund.

[1] Unless otherwise defined herein, capitalized terms have the same meaning as defined in the Agreement. In the event of any inconsistency between these Guidelines and the Agreement, the terms of the Agreement control.

As set forth in the Agreement, the Class is defined as:

> All owners and beneficiaries (where the Insured has died as of [the date of the Preliminary Approval Order]) of individual life insurance policies issued or delivered in California by Wilton[2], or issued or delivered outside of California by Wilton where the Policy Owner resided in California on the Final Lapse Date, that: (i) lapsed or terminated during the Class Period for nonpayment of the amount due without the benefit of one or more of the requirements of California Insurance Code Sections 10113.71 and 10113.72; (ii) have a Maturity Date that did not expire prior to the Insured's death, or if the Insured is still living, prior to [the date the Preliminary Approval Order is entered]; and (iii) were not affirmatively canceled or terminated in writing by the Policy Owner.

The Class definition includes:

- All living Policy Owners of a Class Policy (or if the Policy Owner of a Class Policy is deceased, that Policy Owner's successor in interest) where the Insured under the Class Policy is living as of [the date the Court enters the Preliminary Approval Order] (the "Alive Population"); and

- All Policy Owners and beneficiaries of a Class Policy where the Insured under the Class Policy is deceased as of [the date the Court enters the Preliminary Approval Order] (the "Deceased Population").

These Guidelines have been approved by the Court. They can be modified only by written agreement of the Parties, subject to approval by the Special Master.

A. HOW TO SUBMIT A CLAIM

For Class Policies within the Deceased Population, Claims may be submitted by the designated beneficiary(ies) of the Class Policy as of the Final Lapse Date (or an authorized legal representative of the designated beneficiary(ies)), or beneficiary by default, where no designated beneficiary is living, of that Class Policy. Relief will consist of a monetary Settlement Payment, the amount of which will be determined based on the Agreement and Guidelines described herein.

To be eligible for Damages Relief, a Claimant must timely submit a completed "CLAIM FORM FOR DAMAGES RELIEF" ("Claim Form") to the Settlement Administrator. A copy of the Claim Form is attached as Exhibit F to the Agreement.

There are three ways to obtain and timely submit a Claim Form to the Settlement Administrator:

1. Complete and submit an online Claim Form available on the Settlement Website at

[2] For purposes of this Settlement, "Wilton" shall mean any Defendant, and their respective predecessor(s) under the Class Policy, but only to the extent one of the Defendants was the insurer under the Class Policy as of the Final Lapse Date.

www.[redacted].com no later than 11:59 p.m. PST, [deadline to submit Claims]; or

2. Download and print a copy of the Claim Form from the Settlement Website, and then mail the completed Claim Form via U.S. First Class Mail postmarked no later than [deadline to submit Claims] to the address indicated on the Claim Form; or

3. Request a copy of the Claim Form from the Settlement Administrator, at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, toll-free at 1-8XX-XXX-XXXX, or by email at info@[redacted].com, and then mail the completed Claim Form via U.S. Mail postmarked no later than [deadline to submit Claims] to the address indicated on the Claim Form.

Each Claimant must submit a separate Claim Form. A Claimant seeking to submit a Claim with respect to two or more Class Policies must submit a separate Claim Form for each Class Policy.

A Claim Form will be deemed submitted when posted, if a postmark date on or before [deadline to submit Claims] is indicated on the envelope and mailed U.S. First Class mail, and addressed as indicated on the Claim Form. In all other cases, a Claim Form will be deemed submitted when actually received by the Settlement Administrator. Claims postmarked or submitted after [deadline to submit Claims] will not be accepted and Claimants submitting such late Claim Forms will not be eligible to receive a Settlement Payment.

Claimants electing to complete and submit the Claim Form via the Settlement Website will be required to scan and upload the required supporting documentation (as explained further below) and provide an electronic signature.

DO NOT CONTACT DEFENDANTS OR DEFENDANTS' COUNSEL REGARDING THE CLAIM FORM OR ANY CLASS POLICY.

B. THE CLAIM FORM

The Claim Form requires a Claimant to provide certain identifying information, as well as a clear indication of the Claimant's connection to the Class Policy, to facilitate the Settlement Administrator's verification of Claim eligibility, including a determination as to whether the Claimant is an Authorized Claimant under the terms of the Agreement. To that end, the Claimant must provide all information requested on the Claim Form.

All information provided on the Claim Form will be checked by the Settlement Administrator against the information provided in the Class List, and if necessary, Defendants' records and/or other sources such as public records.

A Claimant's failure to provide truthful and accurate information in the Claim Form and/or in any documentation submitted in support of the Claim may result in rejection of the Claim. In addition, each Claimant must truthfully certify that they are entitled to the Settlement Payment related to the Class Policy under which they are submitting a Claim. Specifically, the Claimant must certify, under penalty of perjury, that the Claimant is entitled to collect a Settlement Payment with respect to the Class Policy under which they submit a Claim.

If any information provided in the Claim Form changes after the Claimant submits the Claim Form to the Settlement Administrator, the Claimant must promptly notify the Settlement Administrator of the change(s) in writing at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or at info@[redacted].com.

C. RULES TO DETERMINE WHO IS AN AUTHORIZED CLAIMANT

The Settlement Administrator shall be responsible for verifying the Claimant's identity, the Insured's date of death, and the Class Policy information. The Settlement Administrator will review the information and data in the Class List and, if necessary, Defendants' records to confirm Class Policy information, including the beneficiary(ies) of record of a Class Policy as of the Final Lapse Date.

The Settlement Administrator will apply the following rules to determine whether a Claimant is an Authorized Claimant:

1. A Claimant must submit a completed Claim Form to the Settlement Administrator by 11:59pm PST on [deadline to submit Claims]. A Claimant who fails to submit a completed Claim Form to the Settlement Administrator on or before 11:59pm PST on [deadline to submit Claims] will not be considered an Authorized Claimant and will not be entitled to any Damages Relief from the Settlement.
2. A Claimant must timely submit all supporting documentation requested in the Claim Form and/or by the Settlement Administrator. A Claimant who fails to timely submit all documentation requested in the Claim Form and/or by the Settlement Administrator will not be considered an Authorized Claimant and will not be entitled to any Damages Relief from the Settlement, unless the Settlement Administrator receives or obtains the requested documentation from another source.
3. A Claimant who timely submits a completed Claim Form and all supporting documentation to the Settlement Administrator is an Authorized Claimant if:
    a. the Claimant, according to Defendants' records, was a designated primary beneficiary of record of the Class Policy as of the Final Lapse Date; or
    b. the Claimant, according to Defendants' records, was a designated contingent beneficiary of record of a Class Policy as of the Final Lapse Date, and all primary beneficiaries of record of the Class Policy as of the Final Lapse Date died before the Insured died.

Pursuant to the terms of the Agreement, the Court's Final Order and Judgment, and Claimant's certification on the Claim Form, any Authorized Claimant who accepts a Settlement Payment assumes all obligations and responsibility for distribution of the Settlement Payment as may be required by law.

If two or more Claimants submit competing Claims on a Class Policy and/or if a Claimant alleges that a beneficiary interest claimed by another Claimant is invalid, the Settlement Administrator will review Defendants' records to determine the designated primary beneficiary of record as of the Final Lapse Date. Any disputes regarding entitlement to a Settlement Payment will be determined by the Special Master.

D. SUPPORTING DOCUMENTATION OF CLAIMANT'S IDENTITY AND INSURED'S DATE OF DEATH

A Claimant must provide the Settlement Administrator due proof of identity to establish their beneficial interest in the Class Policy. Due proof of identity may include a copy of a current valid passport, naturalization certificate, driver's license, military ID card, or other current government-issued identification. If a Claimant has changed his or her legal name such that it no longer matches the name of the beneficiary of record of the Class Policy according to Defendants' records, Claimant must also provide a certified copy of the legal document effectuating the name change, such as a marriage certificate, divorce decree, or court order. The Settlement Administrator will cross-reference the Claimant's proof of identity against the Class List and Defendants' available records for the Class Policy to verify that the Claimant was a primary beneficiary of record of the Class Policy as of the Final Lapse Date, or is otherwise entitled to a Settlement Payment.

If a Claimant is an authorized legal representative of a Damages Class Member, such as an executor, administrator, trustee, guardian, conservator, or other person with legal authority to act on the Damages Class Member's behalf, the Claimant must provide a copy of the legal document(s) conferring on Claimant the authority to act on behalf of the Damages Class Member. Acceptable legal documents include copies of executed trust agreements, wills, guardianship or conservatorship papers, power of attorney forms, or orders from a court of competent jurisdiction appointing and authorizing the Claimant to act on behalf of the Damages Class Member.

A Claimant must submit due proof of death and the verified date of death of the Insured under the Class Policy. Due proof of death of an Insured must be in the form of a certified death certificate. This can be secured from the Bureau of Vital Statistics or Department of Health for the city, county, or state in which the death occurred. If the death occurred outside the United States, due proof of death can be either in the form of a certified public record of death from that country, or a report of death by a United States consul or agent of the State Department bearing the official seal.

A Claimant who submits a Claim on the basis that (i) the Claimant was a designated secondary/contingent beneficiary of a Class Policy as of the Final Lapse date; and (ii) all primary beneficiaries of record as of the Final Lapse Date died before the Insured's date of death, must also submit due proof of death and the verified date of death of the primary beneficiary(ies) of record of the Class Policy. Due proof of death of a primary beneficiary of record of a Class Policy must be in the form of a certified death certificate. This can be secured from the Bureau of Vital Statistics or Department of Health for the city, county, or state in which the death occurred. If the death occurred outside the United States, due proof of death can be either in the form of a certified public record of death from that country, or a report of death by a United States consul or agent of the State Department bearing the official seal.

If there have been any changes to the name of the Insured such that the name listed on the certified copy of the Insured's death certificate does not match the Insured's name as of the Final Lapse Date according to Defendants' records, the Claimant must provide a certified copy of the legal document effectuating the name change, such as a marriage certificate, divorce decree, or court

order.

Similarly, if there have been any changes to the name of the Claimant or deceased beneficiary of record as of the Final Lapse Date such that the name listed on the Claim Form or certified death certificate does not match Defendants' records, the Claimant must provide a certified copy of the legal document effectuating the name change, such as a marriage certificate, divorce decree, or court order.

The Settlement Administrator will cross-reference Claimant's proof of death of the Insured against the Class List, and if necessary, Defendants' records and/or publicly available records, to verify that the decedent is the Insured under the Class Policy and the Insured's date of death.

If a Claimant submits an incomplete or otherwise deficient Claim Form to the Settlement Administrator and/or fails to submit all of the supporting documentation requested, the Settlement Administrator will send Claimant written notice identifying the deficiencies and/or additional documentation needed to evaluate and process the Claim. Such written notice will be sent to Claimant's email address identified in the Claim Form (if Claimant authorized email communication with the Settlement Administrator in the Claim Form) or mailing address identified in the Claim Form (if Claimant did not authorize email communication with the Settlement Administrator in the Claim Form). The Settlement Administrator will provide Claimant an opportunity to cure those deficiencies by submitting the requested information and documentation to the Settlement Administrator within the time proscribed by the Settlement Administrator.

If a Claimant fails to timely submit a completed Claim Form and/or provide the requested supporting documentation to the Settlement Administrator, the Settlement Administrator will not be required to determine whether that Claimant is an Authorized Claimant and no Settlement Payment will be made to that Claimant. That Claimant, however, will remain bound by the terms of the Settlement as a Damages Class Member.

If the Settlement Administrator determines a Claimant is not a Damages Class Member, that Claimant may not, directly or indirectly, receive Damages Relief and any Claim Form submitted by that Claimant (or on that Claimant's behalf) will not be accepted.

The Settlement Administrator shall have the right to require and obtain additional information or supporting documentation from the Claimant should the Settlement Administrator deem it necessary to confirm the Claimant's identity, the Insured's date of death, determine whether the Claimant is an Authorized Claimant, or otherwise administer the Claim.

E. INFORMATION TO BE CONSIDERED BY THE SETTLEMENT ADMINISTRATOR

The Settlement Administrator's decisions will be based on the Settlement Administrator's review of the Claim Form, the supporting documentation submitted in support of the Claim, the Class List, and if necessary, Defendants' records and publicly available records and information. Defendants will provide the Settlement Administrator the Class List identifying the following

information for each Class Policy as of the Final Lapse Date according to Defendants' records, to the extent said information exists and can be electronically extracted by Defendants from their policy administration systems:

- Policy Number
- Face Amount
- Name of Insured
- Last known address of Insured
- Name of Policy Owner
- Last known address of Policy Owner
- Date of birth and Social Security Number of Policy Owner
- Name of each primary beneficiary (for Class Policies with a known or suspected death of the Insured)
- Last known address of each primary beneficiary (for Class Policies with a known or suspected death of the Insured)
- Each primary beneficiary's beneficial interest (*e.g.*, 100%, 50%, 25%, etc.)[3] (for Class Policies with a known or suspected death of the Insured)
- Name of each contingent/secondary beneficiary (for Class Policies with a known or suspected death of the Insured)
- Last known address of each contingent beneficiary (for Class Policies with a known or suspected death of the Insured)

As set forth in the Agreement, Defendants will provide their records to the Settlement Administrator in the manner that the records are maintained by Defendants in the regular course of business.

All materials and data held by the Settlement Administrator regarding Class Policies and/or the Settlement Class shall be confidential and not subject to publication or disclosure by the Settlement Administrator. No person other than the Parties, their attorneys (including their consultants and experts who are bound by a Protective Order in the Action), the Settlement Administrator, the Special Master and the Court shall be permitted to obtain or review any Claim Form, or any decision of the Settlement Administrator with respect to accepting or rejecting any Claim, except as provided for herein or upon Court Order for good cause shown.

F. SPECIAL MASTER TO RESOLVE ALL DISPUTES

[3] If the Class List identifies two or more primary beneficiaries for a Class Policy as of the Final Lapse Date, but does not expressly identify the extent of each primary beneficiary's interest in the death benefit (*e.g.*, Beneficiary A = 75%; Beneficiary B = 25%), then each primary beneficiary of record will be allocated a pro rata interest in the death benefit of that Class Policy.

The Settlement Administrator has authority to make decisions regarding whether a Claimant is an Authorized Claimant and the amount to be distributed to each Authorized Claimant based on the Court-approved Plan of Allocation. Any appeal, dispute, or request to reconsider the Settlement Administrator's decisions regarding whether a Claimant is as an Authorized Claimant under the Agreement and/or the amount an Authorized Claimant is entitled to receive from the Class Benefit Fund under the Court-approved Plan of Allocation shall be made to, and decided by, the Special Master.

The Special Master's decisions regarding any such appeal, dispute, or request for reconsideration shall be final. No Claimant shall have any right of recourse to the Court or any other court for purposes of challenging the Settlement Administrator's and/or Special Master's decisions.

Defendants shall have no responsibility for, interest in, or liability with respect to, the Settlement Administrator's allocation and distribution of the Settlement Fund and Class Benefit Fund; the payment or withholding of taxes on any payments made from the Settlement Fund or Class Benefit Fund; or any losses arising out of or relating to the foregoing, other than as specifically assigned in the Agreement.

G. PLAN OF ALLOCATION - SETTLEMENT PAYMENTS AND CY PRES

Plan of Allocation: After the Court issues the Final Approval Order and the Settlement Administrator has paid or reserved the amounts set forth in Sections 3.3.11.1 – 3.3.11.5 of the Agreement from the Settlement Fund, the Settlement Administrator shall distribute the remaining balance (the "Class Benefit Fund") to Authorized Claimants in accordance with the Agreement, as set forth below:

Reserve Amount: Before calculating the amounts to be distributed to each Authorized Claimant from the Class Benefit Fund, the Settlement Administrator shall reserve an amount which, in its professional judgment, is sufficient to pay: (i) the Settlement Administrator's future fees and expenses associated with the administration of the Settlement; (ii) the Special Master's future fees and expenses associated with resolving any disputes regarding the Settlement; and (iii) amounts sufficient to pay Authorized Claimant(s) associated with any Class Policy under which the Settlement Administrator received a timely and properly completed Claim Form, but has not received all supporting documentation and/or there is an unresolved dispute regarding the appropriate Authorized Claimant(s) for that Class Policy (the "Reserve Amount").

Settlement Payments to Authorized Claimants: Each Authorized Claimant will be entitled to receive a pro rata share of the Class Benefit Fund with respect to each Class Policy in which they are an Authorized Claimant ("Settlement Payment"). The following factors and rules will be utilized to calculate and determine the amount of a Settlement Payment: (i) the Authorized Claimant's percentage beneficial interest, as of the Final Lapse Date, under the Class Policy[ies]; (ii) the Face Amount of the Class Policy[ies], relative to the aggregate Face Amounts of all Class Policies associated with all Authorized Claimants; and (iii) no Settlement Payment will exceed seventy percent (70%) of that Authorized Claimant's beneficial interest, as of the Final Lapse Date, in the death benefit of the Class Policy[ies].

Below are three examples demonstrating how Settlement Payments will be calculated under different hypothetical assumptions and scenarios:

Example #1

Hypothetical Assumptions:

- The Face Amount of the Class Policy is one hundred thousand dollars **($100,000.00)**.
- The Authorized Claimant was the sole designated primary beneficiary of record of the Class Policy as of the Final Lapse Date. As the sole designated primary beneficiary of record, the Authorized Claimant's beneficial interest in the death benefit of the Class Policy as of the Final Lapse Date was one hundred thousand dollars **($100,000.00),** or one hundred percent **(100%)** of one hundred thousand dollars **($100,000.00).**
- The aggregate Face Amounts of all Class Policies associated with all Authorized Claimants is one hundred million dollars **($100,000,000.00)**.
- The Class Benefit Fund (after excluding the Reserve Amount) is fifteen million dollars **($15,000,000.00)**.

$100,000.00 (Face Amount of Class Policy) / **$100,000,000.00** (aggregate Face Amount of all Class Policies associated with all Authorized Claimants = **.001** (ratio of Face Amount of Class Policy relative to aggregate Face Amount of all Class Policies associated with an Authorized Claimant)

.001 (ratio of Face Amount of Class Policy relative to aggregate Face Amount of all Class Policies associated with an Authorized Claimant) x **$15,000,000.00** (Class Benefit Fund excluding Reserve Amount) = **$15,000.00** (Class Policy's pro rata allocation of Class Benefit Fund)

As the sole primary beneficiary of record as of the Final Lapse Date, the Authorized Claimant would be entitled to all (**100%)** of the Class Policy's pro rata allocation of the Class Benefit Fund **($15,000.00)**. Moreover, the Class Policy's pro rata allocation of the Class Benefit Fund **($15,000.00)** does not exceed seventy percent (**70%)** of the Authorized Claimant's beneficial interest in the death benefit of the Class Policy as of the Final Lapse Date (*i.e.* does not exceed 70% of $100,000.00, or $70,000.00).

Therefore, the Settlement Payment applicable to that Authorized Claimant would be **$15,000.00**.

Example #2

Hypothetical Assumptions:

- The Face Amount of the Class Policy is one hundred thousand dollars **($100,000.00)**.
- **Two** (2) Authorized Claimants were primary beneficiaries of record of the Class Policy as of the Final Lapse Date, each designated to receive an equal share (*i.e.* one-half) of the death benefit of the Class Policy at that time. Accordingly, each Authorized Claimant's beneficial interest in the death benefit of the Class Policy as of the Final Lapse Date was

$50,000.00, or one-half of one hundred thousand dollars **($100,000.00)**.

- The aggregate Face Amounts of all Class Policies associated with all Authorized Claimants is one hundred million dollars **($100,000,000.00)**.
- The Class Benefit Fund (after excluding the Reserve Amount) is fifteen million dollars **($15,000,000.00)**.

$100,000.00 (Face Amount of Class Policy) / **$100,000,000.00** (aggregate Face Amount of all Class Policies associated with all Authorized Claimants = **.001** (ratio of Face Amount of Class Policy relative to aggregate Face Amount of all Class Policies associated with an Authorized Claimant)

.001 (ratio of Face Amount of Class Policy relative to aggregate Face Amount of all Class Policies associated with an Authorized Claimant) x **$15,000,000.00** (Class Benefit Fund excluding Reserve Amount) = **$15,000.00** (Class Policy's pro rata allocation of Class Benefit Fund).

Because the two Authorized Claimants were each primary beneficiaries of record designated to receive an equal share of the death benefit of the Class Policy as of the Final Lapse Date, each Authorized Claimant would be entitled to one-half of the Class Policy's pro rata allocation of the Class Benefit Fund **($15,000.00)**, or **$7,500.00**. Moreover, $7,500.000 does not exceed seventy percent (70%) of each Authorized Claimant's' beneficial interest in the death benefit of the Class Policy as of the Final Lapse Date (*i.e.* does not exceed 70% of $50,000.00, or $35,000.00).

Therefore, the Settlement Payments would be **$7,500.00** to each of the two Authorized Claimants ($15,000.00 total).

Example #3

Hypothetical Assumptions:

- The Face Amount of the Class Policy is one hundred thousand dollars **($100,000.00)**.
- The Authorized Claimant was the sole designated primary beneficiary of record of the Class Policy as of the Final Lapse Date. As the sole designated primary beneficiary of record, the Authorized Claimant's beneficial interest in the death benefit of the Class Policy as of the Final Lapse Date was one hundred thousand dollars (**$100,000.00)**, or one hundred percent **(100%)** of one hundred thousand dollars **($100,000.00).**
- The aggregate Face Amounts of all Class Policies associated with all Authorized Claimants is twenty million dollars **($20,000,000.00)**.
- The Class Benefit Fund (after excluding the Reserve Amount) is fifteen million dollars **($15,000,000.00)**.

$100,000.00 (Face Amount of Class Policy) / **$20,000,000.00** (aggregate Face Amount of all Class Policies associated with all Authorized Claimants = **.005** (ratio of Face Amount of Class Policy relative to aggregate Face Amount of all Class Policies associated with an Authorized Claimant)

.0005 (ratio of Face Amount of Class Policy relative to aggregate Face Amount of all Class Policies associated with an Authorized Claimant) **x $15,000,000.00** (Class Benefit Fund excluding Reserve Amount) = **$75,000.00** (Class Policy's pro rata allocation of Class Benefit Fund)

As the sole primary beneficiary of record as of the Final Lapse Date, the Authorized Claimant would be entitled to all **(100%)** of the Class Policy's pro rata allocation of the Class Benefit Fund **($75,000.00)**.

However, the Class Policy's pro rata allocation of the Class Benefit Fund **($75,000.00)** exceeds seventy percent **(70%)** of the Authorized Claimant's beneficial interest in the death benefit of the Class Policy as of the Final Lapse Date (*i.e.* exceeds 70% of $100,000.00, or $70,000.00). Because no Settlement Payment under the Agreement can exceed seventy percent (70%) of the Authorized Claimant's beneficial interest in the death benefit of the Class Policy as of the Final Lapse Date, the Settlement Payment applicable to that Authorized Claimant would be reduced to (or capped at) **$70,000.00**. (*i.e.* 70% of $100,000.00).

* * * *

Timing of Settlement Payments: The Settlement Administrator shall commence issuing the Settlement Payments to Authorized Claimants upon completion of Claims processing.

Unaccepted Settlement Payments: If any Settlement Payment is not cashed, deposited, or otherwise accepted by the Authorized Claimant within one hundred eighty (180) days after the Settlement Payment was issued by the Settlement Administrator, the Settlement Administrator shall cancel that Settlement Payment and escheat the uncashed or unaccepted funds to the appropriate state in the name of the Authorized Claimant.

Cy Pres: Within thirty (30) days after all Settlement Payments to all Authorized Claimants have been accepted or are otherwise escheated to the appropriate state pursuant to the Agreement and the Plan of Allocation, Settlement Administrator shall distribute any funds remaining in the Class Benefit Fund (excluding the amount held in reserve for the Special Master's and Settlement Administrator's unpaid or future fees and expenses) as follows: (i) fifty percent (50%) of the remaining funds shall be paid to California Fire Foundation for underinsured victims of the Los Angeles fires; and (ii) fifty percent (50%) of the remaining funds shall be paid to Refugee Net for life insurance education programming in underprivileged and underserved communities in California.

EXHIBIT E

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Julie Grundstrom v. Wilcac Life Insurance Company, et. al, Case No. 3:20-cv-03445-MMC

REINSTATEMENT RELIEF REQUEST FORM[1]

Class Settlement

c/o Settlement Administrator

1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Toll-Free Number: 1-800-XXX-XXXX

Email: info@_____.com

Website: www._____.com

TO BE CONSIDERED FOR INJUNCTIVE RELIEF IN CONNECTION WITH THE PROPOSED SETTLEMENT, YOU MUST COMPLETE, SIGN, AND TIMELY SUBMIT THIS REINSTATEMENT RELIEF REQUEST FORM TO THE SETTLEMENT ADMINISTRATOR.

This Reinstatement Relief Request Form ("Reinstatement Request Form") is for Policy Owners of a Class Policy that lapsed for a final time during the Class Period (between January 1, 2013 and [the date the Preliminary Approval Order is entered]) and has not been reinstated to date, where there is at least one living Insured.

Do not use this Reinstatement Request Form if the Insured under the Class Policy is deceased. A different form, and different settlement relief, is available if the Insured is no longer alive. You may obtain the appropriate Claim Form either by contacting the Settlement Administrator or by electronically submitting or downloading the Claim Form found on the Settlement Website at www._____.com.

YOU MAY SUBMIT THIS FORM ELECTRONICALLY ON THE SETTLEMENT WEBSITE AT www._____.com **BY 11:59 P.M. PST on [DATE];** OR MAIL IT TO THE SETTLEMENT ADMINISTRATOR BY FIRST-CLASS MAIL, **POSTMARKED NO LATER THAN [DATE].**

[1] Unless otherwise set forth herein, initial capitalized terms have the same definitions as set forth in the Settlement Agreement and Release Agreement ("Agreement"). If there is any inconsistency, the provisions of the Agreement control.

IF YOUR REINSTATEMENT REQUEST FORM IS NOT SUBMITTED OR MAILED BY THE ABOVE DATE, YOU WILL NOT BE ELIGIBLE TO PARTICIPATE IN ANY SETTLEMENT RELIEF PROVIDED BY THE PROPOSED SETTLEMENT. WHETHER OR NOT YOU SUBMIT A REINSTATEMENT REQUEST FORM, YOU WILL BE BOUND BY THE AGREEMENT, INCLUDING THE RELEASE AND COVENANT NOT TO SUE. ALL CLASS MEMBERS ARE BOUND BY THE ORDERS OF THE COURT.

PLEASE READ

THE SETTLEMENT ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR FORM BY MAIL OR BY EMAIL IF YOU HAVE PROVIDED AN EMAIL ADDRESS WITHIN FIFTEEN (15) DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT FROM THE SETTLEMENT ADMINISTRATOR WITHIN THIRTY (30) DAYS, EMAIL OR CALL THE SETTLEMENT ADMINISTRATOR TOLL FREE AT INFO@_____.COM OR 1-800-XXX-XXXX.

DO NOT MAIL OR DELIVER YOUR REINSTATEMENT REQUEST FORM TO THE COURT, THE PARTIES TO THIS ACTION, OR THEIR COUNSEL. SUBMIT YOUR FORM ONLY TO THE SETTLEMENT ADMINISTRATOR, AS SET FORTH ABOVE.

PLEASE KEEP A COPY OF THIS COMPLETED REINSTATEMENT REQUEST FORM FOR YOUR RECORDS.

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PART I - GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Agreement and Detailed Class Notice available on the Settlement Website ([LINK]) before completing this Reinstatement Request Form. The Agreement and Detailed Class Notice describe the definition of the Class and various other terms used in this Reinstatement Request Form (which are indicated by initial capital letters); the types of relief provided under the Settlement; how the Settlement Class is affected by the Settlement; and the manner in which Settlement Class Members may participate. By signing and submitting this Reinstatement Request Form, you are certifying that you have read and understand the Agreement and Class Notice, including the terms of the release described in the Agreement and Class Notice.

2. By signing and submitting this Reinstatement Request Form, you are certifying that you were the Policy Owner of a life insurance policy issued or delivered in California by Wilton[2], or issued or delivered outside of California by Wilton where the Policy Owner resided in California on the Final Lapse Date, that: (i) lapsed or terminated during the Class Period for nonpayment of the amount due without the benefit of one or more of the requirements of California Insurance Code Sections 10113.71 and 10113.72; (ii) has at least one Insured still living as of [the date the Court enters the Preliminary Approval Order]; (iii) has a Maturity Date that did not expire prior to [the date the Court enters the Preliminary Approval Order]; and (iv) was not affirmatively canceled or terminated in writing by the Policy Owner. If you do not meet this description, please do not submit this Reinstatement Request Form.

3. After receiving your Reinstatement Request Form, the Settlement Administrator will determine if you are a Class Member, an Injunctive Relief Class Member, and an Authorized Requestor.

"Class Member" means a member of the Class. The Class includes:

> All owners and beneficiaries (where the Insured has died as of [the date of the Preliminary Approval Order]) of individual life insurance policies issued or delivered in California by Wilton, or issued or delivered outside of California by Wilton where the Policy Owner resided in California on the Final Lapse Date, that: (i) lapsed or terminated during the Class Period for nonpayment of the amount due without the benefit of one or more of the requirements of California Insurance Code Sections 10113.71 and 10113.72; (ii) have a Maturity Date that did not expire prior to the Insured's death, or if the Insured is still living, prior to [the date the Preliminary Approval Order is entered]; and (iii) were not affirmatively canceled or terminated in writing by the Policy Owner.

"Injunctive Relief Class Member" means a Class Member in the Alive Population. The "Alive Population" means all living Policy Owners of any Class Policy (or if the Policy Owner of a Class

[2] For purposes of this Settlement, "Wilton" shall mean any Defendant, and their respective predecessor(s) under the Class Policy, but only to the extent one of the Defendants was the insurer under the Class Policy as of the Final Lapse Date.

Policy is deceased, that Policy Owner's successor in interest) where the Insured is alive as of [the date the Court enters the Preliminary Approval Order].

"Requestor" means a Class Member in the Alive Population who submits a Reinstatement Request Form to the Settlement Administrator pursuant to the terms of the Agreement.

"Authorized Requestor" means any Requestor whose Request for Reinstatement has been allowed by the Settlement Administrator pursuant to the terms of the Agreement.

4. If the Settlement Administrator determines you are an Authorized Requestor, you will receive an estimate of the Discounted Reinstatement Amount required to reinstate the Class Policy, as set out in more detail in the Agreement. However, neither the Settlement Administrator nor Defendants can calculate the exact Discounted Reinstatement Amount applicable to a Class Policy until after the Final Settlement Date.

5. If the Settlement Administrator determines you are not a Class Member, you may not, directly or indirectly, participate in the Settlement and any Reinstatement Request Form you submit, or that may be submitted on your behalf, will not be accepted. Even if you are not a Settlement Class Member, if you have a connection to a Class Policy, you may still be bound by the Orders of this Court. [LINK to Preliminary Approval Order]

6. By submitting this Reinstatement Request Form, you are requesting Injunctive Relief, which allows Class Policies to be reinstated without underwriting, contingent on Defendants first receiving the sum of: (i) ninety percent (90%) of the amount that would have been owed had the Class Policy not lapsed; plus (ii) one hundred percent (100%) of the amount necessary to keep the Class Policy in-force for three (3) months after the Reinstatement Date (collectively (i) and (ii) are referred to as the "Discounted Reinstatement Amount"). If a Class Policy is reinstated, the Policy Owner(s) will be responsible for making all payments required to keep the Reinstated Class Policy in force on a going forward basis pursuant to the terms of the insurance contract.

7. Submission of this Reinstatement Request Form does not guarantee that you will receive Injunctive Relief. The procedures for the determination of your Reinstatement Request are set forth in the Agreement and Exhibits thereto.

8. Please be aware that if your Reinstatement Request is approved, you are required to pay the Discounted Reinstatement Amount to reinstate the Class Policy, and will be responsible for making all payments required to keep the Reinstated Class Policy in force on a going forward basis pursuant to the terms of the insurance contract. Your obligations and other information regarding Injunctive Relief are set forth in the Agreement, the Reinstatement Guidelines, and the Detailed Class Notice, which are available for review on the Settlement Website [LINK to Agreement and Detailed Class Notice]. After your Reinstatement Request is evaluated, if approved, you will receive an estimate of the Discounted Reinstatement Amount applicable to the Class Policy. The actual Discounted Reinstatement Amount will be calculated after the Settlement becomes final (*i.e.* after the Final Settlement Date). If at any point you choose not to proceed with reinstatement, your Reinstatement Request will be considered withdrawn and you will not be required to pay the Discounted Reinstatement Amount, but you will remain bound by the Agreement.

9. All Policy Owners of the Class Policy must sign this Reinstatement Request Form, and their names must appear as "Requestors" in Part II of this Reinstatement Request Form.

10. If the Court approves the proposed Settlement, all relief determined as part of the Settlement process will be provided to Authorized Requestors pursuant to the Agreement after any appeals are resolved, and after the completion of Reinstatement Request processing, including calculating the actual (as opposed to estimated) Discounted Reinstatement Amount required to reinstate the Class Policy. The Reinstatement Request process will take substantial time to complete fully and fairly. Please be patient.

11. If you have questions concerning the Reinstatement Request Form, or need additional copies of the Reinstatement Request Form or Detailed Class Notice, you may contact the Settlement Administrator at the above address, by email at info@[ ].com, or by toll-free phone at 1-800-xxxx, or you can visit the Settlement Website, www._____.com, where copies of the Reinstatement Request Form and Detailed Class Notice are available. DO NOT CONTACT DEFENDANTS OR DEFENDANTS' COUNSEL ABOUT THIS REINSTATEMENT REQUEST FORM OR ANY CLASS POLICY.

IMPORTANT: You are required to submit true and correct information when completing the Reinstatement Request Form. DO NOT MAKE ANY CHANGES TO THIS FORM. Failure to provide true and correct information can result in denial of your Reinstatement Request under the Settlement; or, if your Class Policy is reinstated, Defendants may terminate coverage and deny any Reinstated Class Policy benefits as well as take any other action that may be appropriate.

PART II - POLICY AND REQUESTOR IDENTIFICATION

Please complete this PART II in its entirety. The Settlement Administrator will use this information for all communications regarding this Reinstatement Request Form. If this information changes, you MUST promptly notify the Settlement Administrator in writing using the contact information above.

SECTION I

1. Policy Identification

The undersigned, _____, hereby request(s) to reinstate life insurance Policy No._____ under the terms of the class action settlement in *Julie Grundstrom v. Wilcac Life Insurance Company, et. al,* Case No. 3:20-cv-03445-MMC (N.D. California).

2. Insured 1 Information

Name of Insured 1 (First, Middle, Last): _____

Gender:_____

Birthdate:_____

Birth State:_____

Marital Status: ☐ Single ☐Married ☐ Divorced ☐ Widow

Driver's License No. & State: _____

Social Security No./Tax ID No.: _____

Home Phone Number:_____

Work Phone Number: _____

Cell Phone Number: _____

Address (City, State, Zip Code): _____

Years at Residence: _____

Email Address: _____

3. Insured 2 Information (if applicable)

Name of Insured 1 (First, Middle, Last): _____

Gender:_____

Birthdate:_____

Birth State:_____

Marital Status: ☐ Single ☐Married ☐ Divorced ☐ Widow

Driver's License No. & State: _____

Social Security No./Tax ID No.: _____

Home Phone Number:_____

Work Phone Number: _____

Cell Phone Number: _____

Address (City, State, Zip Code): _____

Years at Residence: _____

Email Address: _____

4. Policy Owner 1/Requestor 1 Information (if other than Insured)

Name (First, Middle, Last):_____

Birthdate:_____

Relationship to Insured:_____

Social Security No./Tax ID No.:_____

Home Phone Number:_____

Work Phone Number: _____

Cell Phone Number: _____

Address (City, State, Zip Code): _____

Years at Residence: _____

Email Address:_____

5. Policy Owner 2/Requestor 2 Information (if other than Insured)

Name (First, Middle, Last):_____

Birthdate:_____

Relationship to Insured:_____

Social Security No./Tax ID No.:_____

Home Phone Number:_____

Work Phone Number: _____

Cell Phone Number: _____

Address (City, State, Zip Code): _____

Years at Residence: _____

Email Address: _____

6. <u>Requestor's Authorized Method(s) of Communication from the Settlement Administrator</u>

[You may select more than one authorized method. Please check all that apply.[3]]

☐ Mail

☐ Home Phone

☐ Cell Phone

☐ Work Phone

☐ Email

[3] If you authorize the Settlement Administrator to communicate with you by telephone, you agree to pay all fees associated with calls or messages to the phone number provided, including any applicable roaming charges, long-distance fees, or other service-related costs. If you authorize the Settlement Administrator to communicate with you by email, you authorize the Settlement Administrator to send all correspondence and documents relating to the Claim via electronic means to the email address provided.

SECTION II

Under California law, you have the right to designate at least one person as a secondary addressee for your policy. If designated, you and the person(s) you name will receive notices whenever your policy is in danger of lapsing or terminating due to nonpayment of premiums. If you wish to designate a secondary addressee, please complete the Request to Designate a Secondary Addressee form below.

REQUEST TO DESIGNATE A SECONDARY ADDRESSEE

Policy Number: _____

Name of Secondary Addressee:_____

Address of Secondary Addressee:_____

City: _____ State:_____ Zip Code:_____

Telephone: (____)_____

Signature of Policy Owner 1:_____Date:_____

Signature of Policy Owner 2:_____Date:_____

PART III - ATTESTATIONS AND WARRANTIES

You are eligible for Injunctive Relief only if you attest and warrant to the truth of each of the following statements, and do so by your initials and signature below. **IF ANY OF THESE STATEMENTS ARE NOT TRUE AS TO YOU, DO NOT INITIAL THE STATEMENT OR SIGN YOUR NAME**. Do not make any changes to the form.

1. I (we) understand and agree that no portion of the Discounted Reinstatement Amount or future amounts due under the Reinstated Class Policy will be paid by anyone other than the Policy Owner, Insured, and the Insured's family or employer. **[Requestor's initials:_____]**

2. I (we) have not assigned, pledged, sold, or transferred any right, title, or other interest I (we) have, had, or may have had in the Class Policy or the Reinstated Class Policy. **[Requestor's initials:_____]**

3. I (we) understand and agree that no person or entity other than those with a familial or employment relationship with the Insured will obtain any right, title, or interest in the Reinstated Class Policy or in any trust which is to own the Reinstated Class Policy, issued on the life of the Insured(s) as a result of this Reinstatement Request. **[Requestor's initials:_____]**

4. I (we) understand and agree that no insurance shall take effect under any Reinstated Class Policy unless and until: (1) the Discounted Reinstatement Amount is timely paid in full while the Insured is alive; and (2) the Reinstated Class Policy is issued on this Reinstatement Request and delivered to and accepted by the Policy Owner. **[Requestor's initials:_____]**

5. I (we) understand and agree that all statements and answers in this Reinstatement Request Form shall be the basis for, and become a part of and attached to, any Reinstated Class Policy issued based on this Reinstatement Request Form. I (we) further understand and agree that acceptance of the Reinstated Class Policy by the Policy Owner(s) shall constitute ratification of any changes made by Defendants. **[Requestor's initials:_____]**

6. I (we) understand and agree that information, records and data the Settlement Administrator receives pursuant to this Reinstatement Request Form may be disclosed to and used by Defendants and any employee, reinsurer, affiliate, independent contractor, agent, or vendor of Defendants who performs a business service for Defendants on the insurance applied for or on existing insurance with Defendants. **[Requestor's initials:_____]**

7. I (we) hereby acknowledge that, pursuant to the terms set forth in the Agreement, I (we) are bound by all Orders of the Court and the Agreement, including without limitation, the release and covenant not to sue. **[Requestor's initials:_____]**

By signing my name below, I (we) declare under penalty of perjury under the laws of the United States of America and under the laws of the State of California that (i) I (we) have read this Reinstatement Request Form in its entirety, including all statements and answers herein, and know the contents thereof; (ii) all statements and answers provided in this Reinstatement Request Form are complete, true, and correct to the best of my knowledge; and (iii) all documents submitted in connection with, or in further support of, this Reinstatement Request Form are genuine, authentic, and complete.

Name of Policy Owner 1 (Print):_____

Signature of Policy Owner 1:_____

Executed at _____ **on** _____
City and State **Month, Day, Year**

Name of Policy Owner 2 (Print):_____

Signature of Policy Owner 2:_____

Executed at _____ **on** _____
City and State **Month, Day, Year**

Name of Insured 1 (Print):_____

Signature of Insured 1:_____

Executed at _____ **on** _____
City and State **Month, Day, Year**

Name of Insured 2 (Print):_____

Signature of Insured 2:_____

Executed at _____ **on** _____
City and State **Month, Day, Year**

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison. The falsity of any statement in the application for any policy shall not bar the right to recovery under the policy unless such false statement was made with the actual intent to deceive or unless it materially affects either the acceptance of the risk or the hazard assumed by the insurer.

E-SIGNATURE AUTHORIZATION AND DISCLOSURES

1. **Right to receive paper document:** You have the right to have any document provided in paper form. If you want a paper copy of any document sent to you by email, send your request to the Settlement Administrator at the mail or email address provided below. Paper copies will be provided at no charge.

2. **Right to withdraw consent:** You have the right to withdraw your consent to receive electronic documents by email by contacting the Settlement Administrator by mail or email at the address provided below. The legal validity and enforceability of the electronic documents, signatures and deliveries used prior to withdrawal of consent will not be affected.

3. **Changes to your contact information:** You should keep the Settlement Administrator informed of any changes to your mailing address, telephone number, or email address. Please contact the Settlement Administrator as promptly as possible by mail or email to advise the Settlement Administrator regarding any such changes.

4. **Consent to electronic signatures and documents:** By completing and submitting this Reinstatement Request Form electronically, you are providing electronic consent to the use of electronic documents and signatures in connection with your Reinstatement Request. Specifically, you are acknowledging receipt of this Reinstatement Request Form and consenting to the use of electronic documents, email delivery of documents, and electronic signatures in any communication with the Settlement Administrator or documents relating to your Reinstatement Request.

Signature of Policy Owner 1:_____ **Date:**_____

Signature of Policy Owner 2:_____ **Date:**_____

REMINDER CHECKLIST

1. Be sure to complete and sign all applicable sections of the Reinstatement Request Form. If this Reinstatement Request Form is submitted by or on behalf of more than one Requestor or Policy Owners of a Class Policy, then all Requestors or Policy Owners of that Class Policy must sign this Reinstatement Request Form.

2. Review your responses for accuracy before submitting the Reinstatement Request Form to the Settlement Administrator.

3. Keep copies of the completed Reinstatement Request Form and any additional documentation submitted to the Settlement Administrator for your own records.

4. The Settlement Administrator will acknowledge receipt of your Reinstatement Request Form by mail, or email if you provided an email address, within fifteen (15) days. If you do not receive an acknowledgement within thirty (30) days, please contact the Settlement Administrator as provided below.

5. If circumstances change such that any response or information provided in the Reinstatement Request Form—including but not limited to, the Insured's death and the Requestor's legal name, contact information, and Attestations and Warranties—is no longer accurate, or requires additional information, you must promptly notify the Settlement Administrator in writing of the inaccurate response or information and provide the corrected/updated response or information to the Settlement Administrator in writing.

6. If you have any questions or concerns regarding your Reinstatement Request, please contact the Settlement Administrator at the address below, by email at info@_____.com, or by toll-free phone at 1-800-XXX-XXXX or you may visit www._____.com. DO NOT CALL DEFENDANTS OR DEFENDANTS' COUNSEL ABOUT THIS REINSTATEMENT REQUEST FORM OR ANY CLASS POLICY.

THIS REINSTATEMENT REQUEST FORM MUST EITHER BE ELECTRONICALLY SUBMITTED ON THE SETTLEMENT WEBSITE AT WWW._____.COM **BY [DATE]; OR BE MAILED TO THE SETTLEMENT ADMINISTRATOR BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN [DATE],** ADDRESSED AS FOLLOWS:

Class Settlement

c/o Settlement Administrator

1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: info@_____.com

A Reinstatement Request Form received by the Settlement Administrator shall be deemed to have been submitted to the Settlement Administrator on the date it is postmarked, if a postmark date is indicated on the envelope and it is mailed via First-Class Mail, and addressed in accordance with

the above instructions. In all other cases, a Reinstatement Request Form shall be deemed to have been submitted when actually received by the Settlement Administrator.

EXHIBIT F

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Julie Grundstrom v. Wilcac Life Insurance Company, et al., Case No. 3:20-cv-03445-MMC

CLAIM FORM FOR DAMAGES RELIEF[1]

Class Settlement

c/o Settlement Administrator

1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Toll-Free Number: 1-800-XXX-XXXX

Email: info@_____.com

Website: www._____.com

TO BE CONSIDERED FOR DAMAGES RELIEF IN CONNECTION WITH THE SETTLEMENT, YOU MUST COMPLETE, SIGN, AND TIMELY SUBMIT THIS CLAIM FORM FOR DAMAGES RELIEF TO THE SETTLEMENT ADMINISTRATOR.

This Claim Form for Damages Relief ("Claim Form") is for Settlement Class Members in the Deceased Population. The Deceased Population is defined by the Settlement and Release Agreement ("Agreement") and includes Class Members associated with a Class Policy where the Insured is deceased.

Do not use this Claim Form if the Insured under the Class Policy is still living. A different form and different settlement relief is available if the Insured is still living, as described in the Agreement and Detailed Class Notice. [LINK] You may obtain the Reinstatement Request Form applicable to Class Policies where the Insured is still living either by contacting the Settlement Administrator or by electronically downloading the Reinstatement Request Form available on the Settlement Website at www._____.com.

YOU MAY SUBMIT THIS CLAIM FORM ELECTRONICALLY ON THE SETTLEMENT WEBSITE AT WWW._____.COM **BY 11:59 P.M. PST ON [deadline to submit Claims];** OR MAIL IT BY FIRST-CLASS MAIL TO THE SETTLEMENT ADMINISTRATOR AT THE ABOVE ADDRESS **POSTMARKED NO LATER THAN [deadline to submit Claims].**

IF YOUR CLAIM FORM IS NOT ELECTRONICALLY SUBMITTED OR POSTMARKED BY THE ABOVE DATE, YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DAMAGES RELIEF PROVIDED BY THE PROPOSED SETTLEMENT. WHETHER OR NOT YOU

[1] Unless otherwise set forth herein, initial capitalized terms have the same definitions as set forth in the Settlement and Release Agreement. If there is any inconsistency, the provisions of the Settlement and Release Agreement control.

SUBMIT A CLAIM, IF YOU DO NOT REQUEST TO BE EXCLUDED FROM THE DAMAGES CLASS, YOU WILL BE BOUND BY THE AGREEMENT, INCLUDING THE RELEASE AND COVENANT NOT TO SUE. ALL CLASS MEMBERS ARE BOUND BY THE ORDERS OF THE COURT.

PLEASE READ

THE SETTLEMENT ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL OR BY EMAIL IF YOU HAVE PROVIDED AN EMAIL ADDRESS, WITHIN FIFTEEN (15) DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT FROM THE SETTLEMENT ADMINISTRATOR WITHIN THIRTY (30) DAYS, CALL THE SETTLEMENT ADMINISTRATOR TOLL FREE AT 1-800-XXX-XXXX.

DO NOT SUBMIT YOUR CLAIM FORM TO THE COURT, THE PARTIES TO THIS ACTION, OR COUNSEL FOR THE PARTIES. SUBMIT YOUR CLAIM FORM ONLY TO THE SETTLEMENT ADMINISTRATOR AS SET FORTH ABOVE.

PLEASE KEEP A COPY OF THIS COMPLETED CLAIM FORM AND ALL SUPPORTING DOCUMENTATION SUBMITTED TO THE SETTLEMENT ADMINISTRATOR FOR YOUR RECORDS.

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PART I - GENERAL INSTRUCTIONS

1. Before completing this Claim Form, it is important that you read the Agreement (including all Exhibits thereto) available on the Settlement Website [LINK]. The Agreement and Detailed Class Notice (Exhibit B to the Agreement) describe the definition of the Settlement Class and various other terms used in this Claim Form (which are indicated by initial capital letters); the types of relief provided under the Settlement; how the Settlement Class is affected by the Settlement; and the manner in which Settlement Class Members may participate. By signing and submitting this Claim Form, you attest and certify that you have read and that you understand the Agreement and Detailed Class Notice, including the terms of the release described in the Agreement.

2. By signing and submitting this Claim Form, you are attesting and certifying that you were a beneficiary of a Class Policy as of the Class Policy's Final Lapse Date. If you do not meet this description, please do not submit this Claim Form.

3. After submission of your Claim, the Settlement Administrator will determine if you are a Class Member, a Damages Class Member, and an Authorized Claimant for Damages Relief.

"Class Member" means a member of the Class. The Class includes:

> All owners and beneficiaries (where the Insured has died as of [the date of the Preliminary Approval Order]) of individual life insurance policies issued or delivered in California by Wilton[2], or issued and delivered outside of California by Wilton where the Policy Owner resided in California on the Final Lapse Date, that (i) lapsed or terminated during the Class Period for nonpayment of the amount due without the benefit of one or more of the requirements of California Insurance Code Sections 10113.71 and 10113.72; (ii) have a Maturity Date that did not expire prior to the Insured's death, or if the Insured is still living, prior to [the date of the Preliminary Approval Order]; and (iii) were not affirmatively canceled or terminated in writing by the Policy Owner.

"Damages Class Member" means a Class Member in the Deceased Population who does not submit a timely and valid Request for Exclusion to the Settlement Administrator pursuant to the terms of the Agreement.

"Deceased Population" means all Class Members associated with any Class Policy where the Insured is deceased as of [the date of the Preliminary Approval Order].

"Authorized Claimant" means any Claimant who does not submit a timely and valid Request for Exclusion and whom the Settlement Administrator determines to be entitled to receive some portion of the Class Benefit Fund pursuant to the Agreement.

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[2] For purposes of this Settlement, "Wilton" shall mean any Defendant, and their respective predecessor(s) under the Class Policy, but only to the extent one of the Defendants was the insurer under the Class Policy as of the Final Lapse Date.

4. If the Settlement Administrator determines you are not a Class Member, you may not, directly or indirectly, participate in the Settlement and any Claim Form that you submit, or that may be submitted on your behalf, will not be accepted**.** Even if you are not a Class Member, if you have a connection to a Class Policy, you may still be bound by the Orders of this Court. [LINK to Preliminary Approval Order]

5. If you previously submitted a timely and valid Request for Exclusion, the submission of this Claim Form will supersede your Request for Exclusion and the Request for Exclusion shall become null and void. This means you will not be excluded from the Damages Class and that you will be bound by the terms of the Agreement.

6. By submitting a Claim Form to the Settlement Administrator, you are requesting Damages Relief in the form of a monetary Settlement Payment, the amount of which will be determined by the Settlement Administrator in accordance with the Agreement, including the "Processes and Guidelines for Damages Relief" attached as Exhibit D thereto ("Damages Relief Guidelines").

7. Please be aware that if you make a Claim and the Settlement Administrator approves Damages Relief, you agree to assume all responsibilities and liabilities associated with distribution of the Settlement Payment under law, including making any payments that may be owed to others. [LINK to Agreement and Ex.].

8. After submission of your Claim Form, the Settlement Administrator will conduct an individual analysis of your Claim to determine whether you are an Authorized Claimant, and if so, the amount of your Settlement Payment, pursuant to the Agreement, including the Damages Relief Guidelines.

9. Submission of this Claim Form does not guarantee that you will receive Damages Relief, or any relief at all. The procedures for the determination of your Claim are set forth in the Agreement and Exhibits thereto, including the Damages Relief Guidelines.

10. You must provide all documentation required under the Agreement, the Damages Relief Guidelines, and this Claim Form to support your Claim. Failure to provide this information within the requested time period may result in rejection of your Claim. If the Claim Form is incomplete or missing supporting documentation, the Settlement Administrator will notify you. The notification will set forth the deficiencies in the submitted Claim Form, the additional documentation needed, and the time frame within which those deficiencies must be cured to be entitled to Damages Relief. If you fail to properly complete the Claim Form and/or timely submit the Claim Form and necessary supporting documentation to the Settlement Administrator, the Settlement Administrator will not be required to determine whether you are an Authorized Claimant, and no Settlement Payment will be made to you with respect to the Claim.

11. Each Claimant must complete, sign, and submit their own Claim Form. Similarly, a Claimant seeking to submit Claims relating to two or more Class Policies must complete, sign, and submit a separate Claim Form applicable to each such Class Policy.

12. If the Court approves the Settlement, all Damages Relief determined as part of the Claim process will be provided to Authorized Claimants pursuant to the Agreement after any

appeals are resolved, and after completing the review of all Claims. The claims process will take substantial time to complete fully and fairly. Please be patient.

13. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Detailed Class Notice, you may contact the Settlement Administrator, at the above address, by email at info@_____.com, or by toll-free phone at 1-800-XXX-XXXX or you can visit the Settlement Website, www._____.com, where copies of the Claim Form and Notice are available to view, print, and/or download. **DO NOT CONTACT DEFENDANTS OR DEFENDANTS' COUNSEL REGARDING THIS CLAIM FORM OR ANY CLASS POLICY.**

IMPORTANT: You are required to submit true and correct information when completing the Claim Form. DO NOT MAKE ANY CHANGES TO THIS FORM. Failure to provide true and correct information can result in denial of your Claim under the Settlement.

PART II - POLICY AND CLAIMANT IDENTIFICATION

Please complete this PART II in its entirety. The Settlement Administrator will use this information for all communications with the Claimant regarding the Claim. If any information provided in the Claim Form changes, you MUST promptly notify the Settlement Administrator in writing using the contact information above.

1. Policy Identification

The undersigned, _____, requests Damages Relief with respect to life insurance Policy No. _____under the terms of the class action settlement in *Julie Grundstrom v. Wilcac Life Insurance Company, et al., Case No. 3:20-cv-03445-MMC* (C.D. California).

Please note: the Class Policy identified above must be submitted with your Claim Form. If the policy identified above is not submitted with your Claim Form, please state why in the space provided below:

_____

_____

_____

2. Claimant's Name

[Please list the name of the person submitting this Claim Form and making the Claim. Do not list the name of the deceased Insured here.]

First: _____

Middle: _____

Last: _____

2. Other Names Used by Claimant (if any):

[Please list any and all names used by the Claimant, including any alias, maiden name, hyphenated name, nicknames, or any derivative of the Claimant's first, middle, or last name, including different spellings commonly incurred by the Claimant.]

First: _____

Middle: _____

Last: _____

3. Claimant's Mailing Address:

_____ _____
Street Address/P.O. Box City, State and Zip Code

4. Claimant's Phone Number(s) & Email Address:

Home Phone: _____

Cell/Mobile: _____

Work Phone: _____

Email: _____

5. Claimant's Authorized Method(s) of Communication from the Settlement Administrator:

[You may select more than one method of communication. Please check all that apply.[3]]

☐ Mail

☐ Home Phone

☐ Mobile Phone

☐ Work Phone

☐ Email

6. Claimant's Date of Birth (day, month, year):_____

7. Claimant's Sex: ☐ Male ☐Female

8. Claimant's Social Security Number: _____

9. Claimant's Taxpayer ID Number (if an estate, trust, or corporation):_____

10. Claimant's Citizenship, if not U.S.A.: _____

11. Claimant's Relationship to Insured:

☐ Spouse/domestic partner

[3] If you authorize the Settlement Administrator to communicate with you by telephone, you agree to pay all fees associated with calls or messages to the phone number provided, including any applicable roaming charges, long-distance fees, or other service-related costs. If you authorize the Settlement Administrator to communicate with you by email, you authorize the Settlement Administrator to send all correspondence and documents relating to the Claim via electronic means to the email address provided.

☐ Parent

☐ Sibling

☐ Child

☐ Ex-spouse/ex-domestic partner (Date of divorce or legal separation:_____)

☐ Other (please explain) _____

12. In what capacity is the Claimant submitting the Claim? Please check the box below that applies to you:

☐ Designated Primary Beneficiary

☐ Designated Contingent/Secondary Beneficiary

☐ Executor/Administrator

☐ Personal Representative

☐ Conservator

☐ Legal Guardian

☐ Trustee

☐ Other (please specify) _____

Please use the space provided below to provide any additional information or explanation regarding the capacity in which the Claimant is submitting the Claim:

_____
_____
_____
_____
_____
_____
_____

PART III – INSURED IDENTIFICATION

Please provide the following additional information regarding the Insured(s) under the Class Policy as of the Final Lapse Date.

INSURED INFORMATION: [Please provide the name and other information regarding the now-deceased Insured under the Class Policy here.]

1. Name of Insured:

   First:_____

   Middle:_____

   Last:_____

2. Other name(s) used by Insured (any alias, former name, maiden name, etc.):

   First:_____

   Middle:_____

   Last: _____

3. Insured's Address:

   _____ _____
   Street Address/P.O. Box City, State and Zip Code

4. Social Security Number:_____

5. Date of Birth (month/day/year):_____

6. Place of Birth:_____

7. Date of Death (month/day/year):_____

8. Cause of Death:_____

9. Manner of Death:

   ☐ Natural

   ☐ Homicide

   ☐ Accident

   ☐ Suicide

☐Other (specify): _____

10. Marital Status:

☐ Single

☐ Married

☐ Widowed

☐ Separated

☐ Divorced

☐ Other (specify): _____

ADDITIONAL INSURED INFORMATION [Applicable to Class Policies with more than one Insured. Please provide the name of the second now-deceased additional Insured under the Class Policy here. If the Class Policy you are submitting a claim on did not insure multiple people, skip this section.]

1. Name of Additional Insured:

First:_____

Middle:_____

Last:_____

2. Other name(s) used by Additional Insured (any alias, former name, maiden name, etc.):

First:_____

Middle:_____

Last: _____

3. Additional Insured's Address:

_____ _____

Street Address/P.O. Box City, State and Zip Code

4. Social Security Number:_____

5. Date of Birth (month/day/year):_____

6. Place of Birth:_____

7. Date of Death (month/day/year):_____

8. Cause of Death:_____

9. Manner of Death:

☐ Natural

☐ Homicide

☐ Accident

☐ Suicide

☐Other (specify): _____

10. Marital Status:

☐ Single

☐ Married

☐ Widowed

☐ Separated

☐ Divorced

☐ Other (specify): _____

name in the last f

PART IV – SUPPORTING DOCUMENTATION ESTABLISHING CLAIMANT'S RIGHT TO CLAIM

Any documents submitted to the Settlement Administrator in support of your Claim will not be returned to the Claimant. Please retain copies of all supporting documentation submitted to the Settlement Administrator for your records.

Proof of Claimant's Identity

A Claimant must provide proof of the Claimant's identity sufficient to establish their beneficial interest in the Class Policy and support their Claim. Proof of identity may include: a copy of a current valid passport, naturalization certificate, driver's license, military ID card, or other current government-issued identification. The Settlement Administrator will cross-reference the Claimant's proof of identity against the Class List and Defendants' records to verify that the Claimant was a primary beneficiary of record under the Class Policy as of the Final Lapse Date, or otherwise has a beneficial interest in the Class Policy and is entitled to a Settlement Payment.

If a Claimant is an authorized legal representative of a beneficiary of a Class Policy as of the Final Lapse Date (such as the Executor, Administrator, Power of Attorney, Trustee, or other person with legal authority to act on another's behalf), the Claimant must provide a copy of the legal document(s) authorizing the Claimant to act on behalf of the beneficiary. Acceptable legal documents include (for example) executed trust agreements, wills, guardianship papers, Court orders, letters testamentary, and/or power of attorney forms.

The Claimant must agree to assume all responsibilities and liabilities associated with distribution of the Settlement Payment under law, including making any payments that may be owed to others, as set forth in further detail in the Attestations and Warranties section of the Claim Form.

Proof of Insured's Death

A Claimant must also provide proof of death of the Insured under the Class Policy. Proof of death of the Insured must be in the form of a certified original death certificate for the Insured. The certified original death certificate will contain a raised seal or multicolored signature seal from the county, city, or state that issued the certificate, as well as the signature of the appropriate officer of the country, city, or state certifying the time, place, and cause of the Insured's death. Please do not submit a non-certified copy of the death certificate, as it can delay the processing of your Claim. An original certified death certificate can be obtained from the Bureau of Vital Statistics, or Department of Health for the city, county, or state in which the death occurred.

If the Insured's death occurred outside the United States, proof of death must be in the form of a certified original death certificate from the foreign country where the Insured's death occurred. Additional information or documentation may be requested to verify an Insured's death that occurred in a foreign country.

If there has been any change to the name of the Insured such that the name listed on the Insured's death certificate is not identical to the name of the Insured under the Class Policy according to Defendants' records, you must provide a certified copy of the applicable legal document effectuating the name change, such as a marriage certificate, divorce decree, or court order. The

Settlement Administrator will cross-reference the proof of death you provide against Defendants' records and public records to verify that the decedent identified in the death certificate is the Insured under the Class Policy.

Proof of a Beneficiary's Death

If a Claimant claims a beneficial interest under a Class Policy, in whole or in part, on the basis that a designated beneficiary of a Class Policy as of the Final Lapse Date is deceased, the Claimant must also provide due proof of death of the designated beneficiary. Please refer to the preceding section titled "Proof of Insured's Death" regarding the necessary proof and documentation required to establish due proof of death of a designated beneficiary under a Class Policy.

PART V – CLAIMANT'S ATTESTATIONS, WARRANTIES, AND AUTHORIZATIONS

You are eligible for Damages Relief only if you can attest and warrant to the truth of each of the following statements, and do so by your initials and signature below. **IF ANY OF THESE STATEMENTS ARE NOT TRUE AS TO YOU, DO NOT INITIAL THE STATEMENT OR SIGN YOUR NAME.** Do not make any changes to the form.

1. I was a designated beneficiary of the Class Policy as of the Final Lapse Date (or am a legal representative of either a designated beneficiary, or a beneficiary by default where no designated beneficiary is living) and am entitled to collect a Settlement Payment. [**Claimant's initials:_____**]

2. I acknowledge and agree to assume all responsibilities and liabilities associated with distribution of the Settlement Payment under law, including making any payments that may be owed to others. **[Claimant's initials:_____]**

3. I understand and agree that all persons claiming an interest or right in the Class Policy must act jointly in exercising any right provided under the Agreement with respect to the Class Policy, such as making this Claim, excluding him or herself from the Settlement Class, or objecting to the Settlement. **[Claimant's initials:_____]**

4. I understand and agree that the Settlement Administrator will be the sole determiner as to whether I qualify as an Authorized Claimant, subject only to the Special Master overruling the Settlement Administrator's determinations in connection with any appeal to the Special Master. **[Claimant's initials:_____]**

5. I understand and agree that there is no recourse to the Court or any other regulatory or judicial body for contesting any determination made by the Settlement Administrator or Special Master pursuant to the Agreement. **[Claimant's initials:_____]**

6. I understand and agree that any Settlement Payment issued in connection with this Claim Form is a settlement payment made as a matter of compromise regarding disputed claims in the Action, and is not a death benefit payment (or any other type of insurance payment) under the terms of the Class Policy. **[Claimant's initials:_____]**

7. I understand and agree that, pursuant to the terms set forth in the Agreement, I am bound by all Orders of the Court and the Agreement, including without limitation, the release and covenant not to sue. **[Claimant's initials:_____]**

8. I acknowledge and understand that providing false information and/or omitting information in connection with this Claim Form may result in the rejection of this Claim, and may also subject me to civil liability and/or criminal prosecution. **[Claimant's initials:_____]**

By signing my name below, I declare under penalty of perjury under the laws of the United States of America and under the laws of the State of California that (i) I have read this Claim Form in its entirety, including all statements and answers herein, and know the contents thereof; (ii) all statements and answers provided in this Claim Form are complete, true, and correct to the best of

my knowledge; and (iii) all documents submitted in connection with, or in further support of, this Claim Form, are genuine, authentic, and complete.

Claimant's Name (Print):_____

Claimant's Signature:_____

Executed at _____ **on** _____
City and State **Month, Day, Year**

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

E-SIGNATURE AUTHORIZATION AND DISCLOSURES

1. **Right to receive paper document**: You have the right to have any document provided in paper form. If you want a paper copy of any document sent to you by email, send your request to the Settlement Administrator at the mail or email address provided below. Paper copies will be provided at no charge.

2. **Right to withdraw consent:** You have the right to withdraw your consent to receive electronic documents by email by contacting the Settlement Administrator by mail or email at the address provided below. The legal validity and enforceability of the electronic documents, signatures and deliveries used prior to withdrawal of consent will not be affected.

3. **Changes to your contact information:** You should keep the Settlement Administrator informed of any change in your mailing address, telephone number, or email address. Please contact the Settlement Administrator as promptly as possible by mail or email to advise the Settlement Administrator regarding any such changes.

4. **Consent to electronic signatures and documents**: By completing and submitting this Claim Form electronically, you are providing electronic consent to the use of electronic documents and signatures in connection with your Claim. Specifically, you are acknowledging receipt of this Claim Form and consenting to the use of electronic documents, email delivery of documents, and electronic signatures in any transactions relating to your Claim.

Claimant's Signature:_____ **Date:**_____

REMINDER CHECKLIST

1. Be sure to complete and sign all applicable sections of the Claim Form.

2. Review your responses to the Claim Form for accuracy before submitting the Claim Form to the Settlement Administrator.

3. Be sure you have attached a certified original death certificate for the Insured and any other supporting documentation.

4. Keep copies of the completed Claim Form and any additional documentation submitted to the Settlement Administrator for your own records.

5. The Settlement Administrator will acknowledge receipt of your Claim Form by mail, or email if you provided an email address, within fifteen (15) days. If you do not receive an acknowledgement within thirty (30) days, please contact the Settlement Administrator as provided below.

6. If circumstances change such that any response or information provided in the Claim Form—including Claimant's legal name, contact information, or Attestations and Warranties—is no longer accurate, you must promptly notify the Settlement Administrator in writing of the inaccurate response or information and provide the corrected/updated response or information to the Settlement Administrator in writing.

7. If you have any questions or concerns regarding your Claim, please contact the Settlement Administrator at the address below, by email at info@[redacted].com, or by toll-free phone at **1-800-XXX-XXXX** or you may visit www.[redacted].com. **DO NOT CONTACT THE PARTIES OR THEIR COUNSEL WITH QUESTIONS REGARDING YOUR CLAIM.**

THIS CLAIM FORM MUST EITHER BE ELECTRONICALLY SUBMITTED VIA THE SETTLEMENT WEBSITE AT WWW.[redacted].COM **BY 11:59 P.M. PST on [redacted], 2025;** OR BE MAILED TO THE SETTLEMENT ADMINISTRATOR BY FIRST-CLASS MAIL, **POSTMARKED NO LATER THAN [DATE], 2025,** ADDRESSED AS FOLLOWS:

Class Settlement

c/o Settlement Administrator

1650 Arch Street, Suite 2210, Philadelphia, PA 19103

A Claim Form received by the Settlement Administrator shall be deemed to have been submitted when posted, if a postmark date on or before **[Date]** is indicated on the envelope and it is mailed via First Class Mail, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Settlement Administrator.