UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

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

PROCESSES AND GUIDELINES FOR DAMAGES RELIEF

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In accordance with the Settlement and Release Agreement (the "Agreement")[1], 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 July 31, 2026 (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] The Agreement, which includes definitions of various capitalized terms used in these Processes and Guidelines for Damages Relief, is available on the Settlement Website. 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 July 31, 2026) 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 July 31, 2026; 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 July 31, 2026 (the "Alive Population"); and

- All Policy Owners and beneficiaries of a Class Policy where the Insured under the Class Policy is deceased as of July 31, 2026 (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 Court (or the Special Master, if appointed by the Court).

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 by the Settlement Administrator 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 www.LifeInsuranceTerminationSettlement.com no later than 11:59 p.m. PST, January 6,

[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.

2027; 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 January 6, 2027 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 1-844-405-4091, or by email at info@LifeInsuranceTerminationSettlement.com, and then mail the completed Claim Form via U.S. Mail postmarked no later than January 6, 2027 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 January 6, 2027 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 January 6, 2027 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 THE COURT, 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 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@LifeInsuranceTerminationSettlement.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 January 6, 2027. A Claimant who fails to submit a completed Claim Form to the Settlement Administrator on or before 11:59pm PST on January 6, 2027 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 timely 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 Court (or by the Special Master, if appointed by the Court).

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 copy of the Insured's death certificate. A certified copy of the Insured's death certificate may be obtained from the Vital Records Division in the state where the Insured's death occurred. For example, more information about certified death records for deaths occurring in California, and how Claimants can obtain them, can be found at the California Department of Public Health Vital Records' website here: https://www.cdph.ca.gov/Programs/CHSI/Pages/Vital-Records-Obtaining-Certified-Copies-of-Death-Records.aspx. If the Insured's death occurred outside the United States, a certified copy of death certificate may be obtained from the foreign country where the death occurred.

If a Claimant seeks Damages Relief 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 now deceased, the Claimant 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 copy of the beneficiary's death certificate. A certified copy of the beneficiary's death certificate may be obtained from the Vital Records Division in the state where the designated beneficiary's death occurred. If the designated beneficiary's death occurred outside the United States, a certified copy of death certificate may be obtained from the foreign country where the death occurred.

If there has been any change to the Insured's name such that the name listed on the Insured's certified copy of 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 a 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 as of the Final Lapse Date, 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 the Claimant written notice identifying the deficiencies and/or additional documentation needed to evaluate and process the Claim. Such written notice will be sent to the Claimant's email address identified in the Claim Form (if the 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 the 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 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 or on behalf of that Claimant 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] under the Class Policy (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/secondary 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 shall not be 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 Court, and the Special Master (if appointed by 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 herein or as otherwise ordered by the Court for good cause shown.

[3] If the Class List identifies multiple primary beneficiaries of 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.

F. RESOLUTION OF DISPUTES

The Settlement Administrator has authority to make decisions regarding Claims, including 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. A Claimant may contest any determination(s) made by the Settlement Administrator by submitting a written request to the Settlement Administrator, who will notify Counsel for the Parties of the request. Counsel for the Parties will evaluate the Claimant's request and attempt to resolve their dispute regarding the Settlement Administrator's determination(s). If, however, Counsel for the Parties are unable to resolve the dispute, or do not resolve the dispute to the Claimant's satisfaction, the Claimant may seek additional relief by submitting their written request to the Court. The Court may attempt to resolve the Claimant's request, including by potentially appointing a neutral Special Master to evaluate the request and rule upon the dispute.

The Court's (or 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 any other court for purposes of challenging any decision(s) made by the Settlement Administrator, the Court, and/or the Special Master (if appointed by the Court).

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 future fees and expenses of the Special Master (if appointed by the Court) associated with resolving any disputes regarding the Settlement; and (iii) any Settlement Payments to Authorized Claimants associated with a 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; (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.

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)

.005 (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, the Settlement Administrator shall distribute any funds remaining in the Class Benefit Fund (excluding the amount held in reserve for the Settlement Administrator's and, if applicable, the Special Master'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.