

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: ETHOS TECHNOLOGIES INC.
DATA BREACH LITIGATION

Case No. 3:22-cv-09203-SK

This Document Relates To: All Actions

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of June 23, 2023, is made and entered into by and among the following Parties (as defined below): Christopher Stein, Josephine Dibisceglia, John Blumenstock, Thomas Rossello, Jeffrey Branch, Derrick Carter, Trevor Pearch, James Schneider and Tameka Young (collectively, “**Plaintiffs**”), individually and on behalf of the Settlement Class and Subclass (as defined below), and Ethos Technologies Inc. (“**Defendant**” or “**Ethos**” and, together with Plaintiffs, the “**Parties,**” singular, “**Party**”), by and through their respective counsel of record. The Settlement Agreement is subject to Court approval and is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiffs allege that between August 4, 2022 and December 9, 2022, criminal actors accessed information using Defendant’s website, including the Social Security numbers (“SSN”) of approximately 36,000 consumers (referred to as the “Data Incident”). After the Data Incident, Defendant sent notification letters to approximately 33,985 individuals, including 1,302 California residents. Defendant offered these individuals two years of free credit monitoring and identity theft protection services. Plaintiffs and members of the Settlement Class (defined below) received notices of the Data Incident in or around December 2022 and in or around June 2023.

On September 30, 2022, Plaintiff Stein, individually and on behalf of all others similarly situated, filed a class action complaint in the Northern District of California (Case No. 3:22-cv-09203), through attorneys M. Anderson Berry and Gregory Haroutunian of Clayeo C. Arnold, A

Professional Law Corporation, and Dylan J. Gould of Markovits, Stock & DeMarco, LLC. On January 6, 2023, Plaintiffs John Blumenstock, Thomas Rossello, and Jeffrey Branch, individually and on behalf of all others similarly situated, filed a class action complaint in the Northern District of California (Case No. 3:23-cv-00073), through attorneys Adam J. Schwartz and Samuel J. Strauss of Turke & Strauss LLP. On January 31, 2023, the Court consolidated these actions under the lead case, No. 3:22-cv-09203 (together with the consolidated actions, the “**Litigation**”). See Doc. 19. On March 2, 2023, Plaintiffs, on behalf of the Settlement Class, filed a Consolidated Class Action Complaint (“**CCAC**”). In addition to Plaintiffs Stein, Blumenstock, Rosello, and Branch, the CCAC added Plaintiffs Dibisceglia, Carter, Pearch, Schneider, and Young to this action, as well as their counsel, Jean S. Martin of Morgan & Morgan Complex Litigation Group and John J. Nelson of Milberg Coleman Bryson Phillips Grossman PLLC. Jonathan T. Deters of Markovits, Stock & DeMarco, LLC and Raina Borrelli and Brittany Resch of Turke & Strauss LLP also appeared as Plaintiffs’ counsel on the CCAC.

In the CCAC, Plaintiffs asserted claims for: (i) negligence; (ii) invasion of privacy; (iii) unjust enrichment, (iv) violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (v) declaratory relief relating to the Data Incident; and (vi) violations of California’s Consumer Privacy Act, Cal. Civ. Code. § 1798.100, *et seq.* Thereafter, the Parties exchanged Rule 408 discovery, and in April, the Parties engaged in a full day mediation session with Hon. Wayne R. Andersen (Ret.) of JAMS. Due to hard bargaining on both sides, the Parties could not reach a resolution during the all-day mediation session. Given the impasse, Judge Andersen (Ret.) submitted a mediator’s proposal that all Parties ultimately accepted. The terms of the mediator’s proposal (and additional reasonable terms agreed to by the Parties) are memorialized in this Settlement Agreement, which was negotiated at arm’s-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the inherent risks in the Litigation, and with the active involvement of the Parties.

II. CLAIMS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in this action have merit. Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary

to prosecute this action against Defendant through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel, in consultation with Plaintiffs, have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendant has denied and continues to deny: (a) each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in this Litigation, (b) that the Plaintiffs and the class they seek to represent have suffered any damage, and (c) that the Litigation satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23. Nonetheless, Defendant has considered the uncertainty and risks inherent in any litigation and concluded that contesting this action further could be protracted and expensive, so it is desirable and beneficial that the action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement is for settlement purposes only, and nothing in this agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or admission by any of the Parties of the validity or lack thereof of any claim, allegation, or defense asserted in this action or in any other action.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Defendant that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Parties and the Settlement Class Members (not including those members of the Settlement Class who timely and validly opt-out of the Settlement Agreement), upon and subject to the terms and

conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Attorneys’ Fees and Expenses Award” means the amount awarded by the Court to be paid to Class Counsel from the Settlement Fund, such amount to be in full and complete satisfaction of Class Counsel’s claim or request for payment of attorneys’ fees, costs, disbursements, and compensation in the Litigation.

1.3 “CAFA Notice” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. §1711, *et seq.* (“CAFA”), to be served upon the appropriate state official in each state where a Settlement Class Member resides and the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid by Ethos separate from the Settlement Fund.

1.4 “CCPA Payment” means the cash payment made to Settlement Subclass Members in the amount of \$100—made in recognition of the claim under the California Consumer Privacy Action (“CCPA”) that the Settlement Subclass has brought—to the extent the Settlement Subclass Member submits a Valid Claim for the CCPA Payment.

1.5 “Claim Form” means the form that will be used by Settlement Class Members to submit a Settlement Claim to the Claims Administrator and that is substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.6 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.7 “Claims Administrator” means Kroll Settlement Administration, LLC (“Kroll”), a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.8 “Claims Deadline” means the deadline by which Settlement Class Members must submit any valid Settlement Claims pursuant to ¶ 2.3. The Claims Deadline shall be set by the

Court in the Preliminary Approval Order. The Parties propose a Claims Deadline that is 105 days after the Notice Commencement Date.

1.9 “Class Counsel” means M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, APC; Dylan J. Gould and Jonathan T. Deters of Markovits, Stock & DeMarco, LLC; Samuel J. Strauss, Raina Borrelli, and Brittany Resch of Turke & Strauss LLP; Jean S. Martin of Morgan & Morgan Complex Litigation Group; and John J. Nelson of Milberg Coleman Bryson Phillips Grossman LLC.

1.10 “Class Representatives” or “Plaintiffs” means Plaintiffs Christopher Stein, Josephine Dibisceglia, John Blumenstock, Thomas Rossello, Jeffrey Branch, Derrick Carter, Trevor Pearch, James Schneider, and Tameka Young.

1.11 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, the Notice Program, the administration of opt-outs, the administration of objections. All Costs of Claims Administration shall be paid from the Settlement Fund.

1.12 “Court” means the United States District Court for the Northern District of California.

1.13 “Credit Monitoring and Identity-Protection Services” and “Experian Monitoring Services” means the credit monitoring and identity-protection services through Experian pursuant to ¶ 2.4.

1.14 “Data Incident” means the security incident perpetrated on Defendant between approximately August 2022 and December 2022, wherein criminal actors accessed information via Defendant’s website including the Social Security numbers of approximately 36,000 consumers.

1.15 “Effective Date” shall have the meaning specified in Section 9.1.

1.16 “Final Approval Order” means the order of the Court that approves this Settlement Agreement, provides for the release of the Released Claims, and makes such other final rulings as are contemplated by this Settlement Agreement, which may or may not include approving payment of any Service Awards and Class Counsel’s Attorneys’ Fees and Expenses Award. The Parties’ proposed form of Final Approval Order is attached to this Settlement Agreement as **Exhibit E**.

1.17 “Judgment” means the judgment to be entered by the Court. The Judgment must be substantially similar to the form of **Exhibit F**.

1.18 “Litigation” means the litigation first filed in the Federal District Court for the Northern District of California, *Christopher Stein, et al. v. Ethos Technologies Inc.*, Case No. 3:22-cv- 09203-SK, including all actions consolidated into or with that action.

1.19 “Long Notice” means the long form notice of settlement to be posted on the Settlement Website (as defined below), substantially in the form of **Exhibit B** to this Settlement Agreement.

1.20 “Notice Program” means the plan described in Section 3 for disseminating notice to members of the Settlement Class of the terms of this Settlement Agreement and the Final Approval Order.

1.21 The “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary Approval Order.

1.22 “Objection Date” means the date by which Settlement Class Members’ objections to the Settlement must be postmarked by mailing them to the Court for that objection to be timely. The objector or his or her counsel may also file, no later than the Objection Date, the written objection with the Court through the Court’s ECF system. The Objection Date shall be set by the Court in the Preliminary Approval Order. The Parties propose an Objection Date that is 75 days after the Notice Commencement Date.

1.23 “Opt-Out Date” means the date by which members of the Settlement Class requests for exclusion from the Settlement Class must be postmarked by mailing them to the Claims Administrator for that request to be effective. The Opt-Out Date shall be set by the Court in the Preliminary Approval Order. The Parties propose an Opt-Out Date that is 75 days after the Notice Commencement Date.

1.24 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors,

representatives, or assignees.

1.25 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Parties’ proposed form of Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit D**.

1.26 “Released Claims” shall collectively mean any and all past, present, and future claims, causes of action, demands, damages, debts, liabilities, remedies, proceedings, actions, suits, allegations, assertions of wrongdoing, and any demand for injunctive relief or any other type of equitable or legal relief including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, whether known or unknown, suspected or unsuspected, asserted or unasserted, discovered or undiscovered, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted by any Settlement Class Member against any of the Released Persons with respect to the Data Incident on a similar factual predicate. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of individuals in the Settlement Class who have timely excluded themselves from the Settlement.

1.27 “Released Persons” means Defendant and its past or present parents, subsidiaries, divisions, and related or affiliated entities, of any nature whatsoever, whether direct or indirect, as well as each of Defendant’s and these entities’ respective predecessors, successors, directors, officers, principals, agents, attorneys, shareholders, employees, servants, representatives, advisors, consultants, vendors, partners, contractors, subrogees, insurers, and reinsurers.

1.28 “Reminder Notice” means a reminder notice, based off of the Short Notice, sent via email to members of the Settlement Class for whom Defendant possesses email addresses, and via single postcard to members of the Settlement Class for whom Defendant possesses physical addresses. This Reminder Notice will be provided to the Settlement Class at least fourteen (14)

days before the Claims Deadline.

1.29 “Settlement Claim(s)” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.30 “Settlement Class” means all persons identified by Defendant (or its agents or affiliates) as being among those individuals impacted by the Data Incident, including all who were sent a notice of the Data Incident. The Settlement Class specifically excludes: (i) Defendant and its respective officers and directors; (ii) the Judge(s) to whom the action is assigned and any member of those Judges’ staffs or immediate family members; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.31 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class who does not timely and validly request exclusion from the Settlement Class.

1.32 “Settlement Fund” means an amount equal to One Million Dollars (\$1,000,000), which shall be used to pay for: (1) Valid Claims; (2) Costs of Claims Administration; (3) any Service Awards approved by the Court; and (4) any Attorneys’ Fees and Expenses Award payment approved by the Court. The Settlement Fund will not be used to pay for the Credit Monitoring and Identity-Protection Services Benefits or Business Practice Commitments, explained below in ¶¶ 2.4 and 2.5, respectively. Nor shall it be used to pay for the required CAFA Notice.

1.33 “Settlement Subclass” or “California Subclass” means all persons identified by Defendant (or its agents or affiliates) as being individuals residing in California impacted by the Data Incident, including all who were sent a notice of the Data Incident. The Settlement Subclass specifically excludes: (i) Defendant and its respective officers and directors; (ii) the Judge(s) to whom the action is assigned and any member of those Judges’ staffs or immediate family members; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.34 “Settlement Subclass Member” or “California Subclass Member” means a

Person(s) who falls within the definition of the Settlement Subclass who does not timely and validly request exclusion from the Settlement Class.

1.35 “Short Notice” means the short notice of the proposed class action settlement, substantially in the form of **Exhibit C** to this Settlement Agreement, sent via email to members of the Settlement Class for whom Defendant possesses email addresses, and via single postcard to members of the Settlement Class for whom Defendant possesses physical addresses. The Short Notice will direct recipients to the Settlement Website where recipients may view the Long Notice and make a claim for monetary relief. The emailed version of the Short Notice will include a link to download the Claim Form. The Short Notice will also provide the Settlement Class with instructions on how to enroll in the Credit Monitoring and Identity-Protection Services Benefits explained below in ¶ 2.4. The Short Notice will also inform the Settlement Class, *inter alia*, of the Claims Deadline, and the Opt-Out Date and Objection Date.

1.36 “Short Notice Completion Date” means forty-five (45) days after the entry of the Preliminary Approval Order.

1.37 “United States” as used in this Settlement Agreement includes the District of Columbia and all United States and territories.

1.38 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North

Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including Unknown Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.39 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator.

1.40 All time periods herein stated in terms of “days” shall be in calendar days unless otherwise expressly stated.

2. Settlement Benefits

2.1 In consideration for the release contained in this Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, Ethos will perform all the following.

2.2 Ethos will establish the Settlement Fund with the Claims Administrator as follows:
(a) within thirty (30) days following entry of the Preliminary Approval Order, Ethos will advance the amounts necessary to pay for the Notice Program and Claims Administration, which amount shall be determined and requested by the Claims Administrator, and which advances will be

credited against the Settlement Fund; and (b) Ethos will advance the balance of the Settlement Fund by no later than fifteen (15) days after the order granting Final Approval. Additionally, within one hundred twenty (120) days after the Effective Date, Ethos will implement the Business Practice Commitments as described in ¶ 2.5.

2.3 All Class Members shall have the opportunity to submit a Claim Form for certain claimed benefits. The claimed benefits, as described below, shall include: (a) Out-of-Pocket Losses; (b) CCPA Payment; and (c) *Pro Rata* Cash Payment. Any Valid Claim may be combined with any other Valid Claim. The priority for payment of claimed benefits will be as follows: (1) Out-of-Pocket Losses; (2) CCPA Payment; and (3) *Pro Rata* Cash Payment. If the Settlement Fund is insufficient to cover all Out-of-Pocket Losses, such claims shall be reduced *pro rata* to account for the amount of remaining funds, and no money shall be paid to any claimants for CCPA Payments or *Pro Rata* Cash Payments. If there are sufficient funds to pay for all claimed Out-of-Pocket Losses, but insufficient funds to pay for all claimed CCPA payments, then claimants shall receive full value for their Out-of-Pocket Losses, but CCPA payments shall be reduced *pro rata* to account for the amount of remaining funds. Any remaining money in the Settlement Fund (to the extent any exists) after the payment of Out-of-Pocket Losses and CCPA Payments shall be disbursed in a *pro rata* amount to all valid claimants.

2.3.1 Out-of-Pocket Losses: Every Settlement Class Member may submit a claim for up to \$5,000 each for out-of-pocket expenses and losses, which are unreimbursed costs, expenditures, or losses incurred by a Settlement Class member that are fairly traceable to the Data Incident (“Out-of-Pocket Losses”). Out-of-Pocket Losses may include, without limitation, the following:

- 1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Social Security number;
- 2) unreimbursed costs incurred on or after August 4, 2022, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
- 3) other unreimbursed miscellaneous expenses incurred related to any

Out-of-Pocket Expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges;

- 4) other mitigative costs that were incurred on or after August 4, 2022, through the date of the Settlement Class Member's claim submission; and
- 5) unpaid time off work to address issues fairly traceable to the Data Incident at the actual hourly rate of that Settlement Class Member.

Settlement Class Members who elect to submit a claim for reimbursement of Out-of-Pocket Losses must provide to the Claims Administrator information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation reasonably supporting their claim; and (3) a brief description of the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member concerning the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to clarify or support other submitted documentation. Out-of-Pocket Losses will be deemed "fairly traceable" if: (1) the timing of the loss occurred on or after August 4, 2022, and (2) in the Claims Administrator's sole determination, the Out-of-Pocket Losses could reasonably be caused by the Data Incident. Claims for Out-of-Pocket Losses may be reduced *pro rata* if insufficient funds remain in the Settlement Fund after the payment of Attorneys' Fees and Expenses Award, any Service Awards, and the Costs of Claims Administration.

2.3.2 CCPA Payment: California Subclass Members may submit a claim for a \$100 cash payment as a result of the CCPA claim they have brought against Defendant as California residents. The CCPA Payment, for California residents, is in addition to any other Settlement benefits available. The CCPA payment may be *pro rata* decreased if insufficient funds remain in the Settlement Fund following the payment of Attorneys' Fees and Expenses Award, any Service Awards, the Costs of Claims Administration, and claims for Out-of-Pocket Losses.

2.3.3 Pro Rata Cash Payment: All Settlement Class Members may file a claim

for \$100.00. The amount of this benefit shall be increased or decreased based on the funds remaining in the Settlement Fund following the payment of Attorneys' Fees and Expenses Award, any Service Awards, the Costs of Claims Administration, claims for Out-of-Pocket Losses, and the CCPA Payments. Any increase will be done *pro rata* based on the amount of the claims. Any decrease will be done pursuant to Paragraph 2.3 above.

2.3.4 Claim Form Submission: Settlement Class Members submitting a claim for Out-of-Pocket Losses, CCPA Payments, and/or a *Pro Rata* Cash Payment must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the Claims Deadline. A Claim Form being filed for an Out-of-Pocket Expense and Loss reimbursement must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization is not required. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.6.

2.4 Credit Monitoring and Identity-Protection Services Benefit: All members of the Settlement Class will be provided access to credit monitoring and identity-protection services through Experian ("Experian Monitoring Services") for a period of 12 months from the date a member of the Settlement Class claims an offer for Experian Monitoring Services as provided on the Short Notice (defined below). Such services shall be added consecutively to any credit monitoring services that a class member has already received from Ethos as a result of the Data Incident. Experian Monitoring Services will include a minimum of the following features: (1) identity theft insurance (with a \$1,000,000 policy limit); (2) real-time credit monitoring services; and (3) access to fraud resolution agents. The activation codes for Experian Monitoring Services will be provided to every Settlement Class member on their Short Notice. Ethos will pay for the costs for such services separate and apart from the Settlement Fund, with the cost to be negotiated between Ethos and Experian. Credit Monitoring Services can be obtained by all Settlement Class members without the need to file a claim with the Claims Administrator and regardless of whether they submit a claim for a monetary payment under the settlement.

2.5 Business Practice Commitments: Ethos shall take or continue the implementation

of reasonable steps to secure personal information within its platform, including its online insurance application process (“Online Application Flow”). As part of those efforts, Ethos agrees that it has taken or will take the following measures (or measures that are better protective of consumer data security). Ethos is responsible for all costs associated with implementing and/or maintaining these Business Practice Commitments, which costs are separate and apart from the Settlement Fund:

- 1) Embed security engineers into product engineering teams to review code changes that may impact personally identifiable information and assess potential security implications of the code development process before code is launched.
- 2) Use mechanisms to block suspicious website traffic, including by configuring Ethos’s firewalls to block traffic from IP addresses exhibiting suspicious traffic patterns (e.g., abnormally repetitive quote requests from the same IP address).
- 3) Use reCAPTCHA logging or similar technologies to block automated use of the Online Quote Flow.
- 4) Use a third-party security auditor/penetration tester as well as internal security personnel to conduct penetration tests and audits on Ethos’s systems on a periodic basis, and address any problems or issues detected thereby on a risk-prioritized basis.
- 5) Periodically audit, test, and train Ethos’s security personnel regarding new or modified procedures corresponding with their job responsibilities.
- 6) Conduct periodic computer system scanning and security checks.
- 7) Conduct periodic internal training and education to inform Ethos employees about the company’s security practices.

The requirements of this ¶ 2.5 shall remain in place for at least three (3) years following the date the court approves the settlement.

2.6 Validity of Claims.

2.6.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant

has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support a claim for Out-of-Pocket Losses, pursuant to ¶¶ 2.3.1 and 2.6; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses or expenses as a result of the Data Incident. Subject to ¶ 2.6, the Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed expenses, and claims previously made for identity theft and the resolution thereof.

2.6.2 Upon receipt of an incomplete or unsigned Claim Form the Claims Administrator shall request additional information and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured to the satisfaction of the Claims Administrator, then the claim will be deemed invalid, there shall be no obligation to pay the defective claim, and the claim shall not be considered a Valid Claim.

2.6.3 For a Claim Form for an Out-of-Pocket Loss that is not accompanied by sufficient documentation to support the claimed expenses, within thirty (30) days after the Claims Deadline, the Claims Administrator shall request additional information and give the claimant thirty (30) days to cure the defect before rejecting the claim, in whole or in part. If the defect is not cured to the satisfaction of the Claims Administrator, then any claim for Out-of-Pocket Losses under section ¶ 2.3.1 will be deemed invalid to the extent the documentation does not support the claim and as a Valid Claim to the extent the documentation supports the claim. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. To the extent the claim is deemed invalid by the Claims Administrator, there will be no obligation to pay the claim and it will not be considered a Valid Claim. Notwithstanding the foregoing, the failure to provide sufficient information to support a claim for Out-of-Pocket Losses shall have no impact on a claimant's eligibility for a *Pro Rata* Cash Payment and/or CCPA Payment.

2.7 Settlement Checks. If a Settlement Class Member opts for payment via mailed check, all settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This

check must be cashed within ninety (90) days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of payment on his/her claim, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and neither the Settlement Fund, Claims Administrator, Defendant nor Settlement Class Counsel shall have any obligation to make payments to the Settlement Class Member on the claim. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

2.8 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within thirty (30) days after the Effective Date. -

2.9 Settlement Class Certification. The Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Party’s position on the issue of class certification or any other issue. The Parties’ agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form substantially similar to **Exhibit D**, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to

¶ 2.9;

- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of the Short Notice to be emailed or mailed to Settlement Class Members in a form substantially similar to the one attached as **Exhibit C** to this Settlement Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the parties' respective litigation positions, statements that the settlement and notice of settlement are legitimate and that the Settlement Class is entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for how to obtain the Credit Monitoring and Identity-Protection Services Benefit, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;
- g) approval of a Claim Form to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as **Exhibit A** to this Settlement Agreement; and
- h) appointment of Kroll as the Claims Administrator.

3.2 Notice Program. The Short Notice, Long Notice, and Claim Form have been reviewed and approved by the Claims Administrator but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of notice.

3.3 The Settlement Fund shall be used to pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together

with the other costs of Claims Administration. Attorneys' fees, costs, and expenses of Class Counsel, and any Service Awards to the Class Representative, as approved by the Court, shall be paid by Settlement Fund as set forth in ¶ 7 below. Notice shall be provided to the Settlement Class by the Claims Administrator as follows:

- a) *Class Member Information*: No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Claims Administrator with the names, email addresses, and any last known physical address of each member of the Settlement Class (collectively, "Class Member Information") that Defendant possesses.
- b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement or provide all data and information in its possession to the Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information. The Claims Administrator shall delete all information associated with this Litigation when it no longer has a legal requirement to retain such data.
- c) *Settlement Website*: Prior to the dissemination of the Short Notice, the Claims Administrator shall establish a settlement website (www.EthosSettlement.com) that will inform members of the Settlement Class of the terms of this Agreement, their rights, dates and deadlines and related information ("Settlement Website"). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the CCAC; and (vii) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall

provide members of the Settlement Class with the ability to complete and submit the Claim Form electronically. The Settlement Website shall be activated by the Notice Commencement Date and shall remain active until one hundred and eighty (180) days after the Effective Date.

d) *Short Notice:* By the Notice Commencement Date, the Claims Administrator will begin providing the Short Notice to the Settlement Class, which provision shall be substantially completed by the Short Notice Completion Date. Subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Claims Administrator will provide the Short Notice to the Settlement Class as follows:

- i. Via email to those members of the Settlement Class for whom Defendant has email addresses;
- ii. Via mail to the postal address in Defendant's possession. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of members of the Settlement Class through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS;
- iii. In the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- iv. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is

no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular member of the Settlement Class in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- e) Publishing, on or before the Notice Commencement Date, the Claim Form, Long Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period as provided in Section 3.3(c);
- f) Publishing, on or before the Notice Commencement Date, a notice substantially in the form of the Short Notice in a general publication that reaches the entire United States, such as PR Newswire;
- g) Providing the Settlement Class with a Reminder Notice at least fourteen (14) days before the Claims Deadline;
- h) A toll-free help line with a live operator shall be made available to provide members of the Settlement Class with additional information about the settlement. The Claims Administrator also will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and
- i) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and Defendant shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

3.4 The Short Notice, Long Notice, and other applicable communications to the

Settlement Class may be adjusted by the Claims Administrator in consultation and agreement with the Parties as may be reasonable and not inconsistent with such approval. The Notice Program shall commence by the Notice Commencement Date.

3.5 The Parties through their respective counsel shall request that the Court hold a hearing (the “Final Approval Hearing”) no less than 165 days after the Preliminary Approval Order and grant final approval of the settlement set forth herein. Class Counsel shall file a Motion for Final Approval at least thirty-five (35) days before the Final Approval Hearing (or at such other time as ordered by the Court).

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign (with a physical signature) and timely submit a written notice to the Claims Administrator of such intent by (a) mailing it with a postmark by the Opt-Out Date to the designated Post Office box established by the Claims Administrator or (b) emailing it to the Claims Administrator using the email address provided on the Settlement Website. To be effective, the written opt-out notice must include the following: (a) the requestor’s name, address and email address; (b) the requestor’s physical signature; (c) the name and number of this Litigation (e.g., “*In Re: Ethos Technologies Inc. Data Breach Litigation*, Case No. 3:22-cv-09203 (N.D. Cal.)”); and (4) a statement that clearly manifests his or her wish to be excluded from the Settlement Class for purposes of this Settlement. To be effective, written notice must be postmarked or emailed no later than the Opt-Out Date.

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

4.3 Persons submitting an Opt-Out are not entitled to any benefits of this Settlement under Section 2. Any member of the Settlement Class who submits an Opt-Out and a Claim Form shall not be entitled to receive any monetary payment and his or her claim shall not be considered

a Valid Claim.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and number, *In Re: Ethos Technologies Inc. Data Breach Litigation*, Case No. 3:22-cv-09203 (N.D. Cal.); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be submitted to the Court either by filing it electronically or in person at any location of the United States District Court for the Northern District of California or by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, with a postmark or filing date no later than the Objection Date.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement or the Final Approval Order approving this Settlement Agreement shall be pursuant to appeal under the Federal Rules of Civil Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member and Plaintiff, shall be deemed to have, and by operation of the Final Approval Order shall have fully, finally, and forever released, relinquished, and discharged all Released Claims, including Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member and Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

7. Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Class Representatives

7.1 The Parties did not discuss the amount of Attorneys' Fees and Expenses Award and/or Service Awards to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon.

7.2 Within sixty (60) days after the Notice Commencement Date, Class Counsel will move the Court for an award of their reasonable attorneys' fees incurred in the Action in an amount not to exceed one-third (1/3) of the Settlement Fund, and reimbursement of costs and expenses of an amount not to exceed \$20,000.00. The amount of the Attorneys' Fees and Expenses Award shall be determined by the Court. Class Counsel, in their sole discretion, shall allocate and distribute any amounts of attorneys' fees, costs, and expenses awarded by the Court among Class Counsel.

7.3 Subject to Court approval, Class Counsel will move the court for service awards to the Class Representatives of up to \$2,000 each (the "Service Awards"). The amount of the Service Awards shall be determined by the Court.

7.4 It is not a condition of this Settlement Agreement that any particular amount of attorneys' fees, costs, or expenses or Service Awards be approved by the Court, or that such fees, costs, expenses, or awards be approved at all. Any order or proceeding relating to the amount of any award of attorneys' fees, costs, or expenses or Service Payments, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify, terminate, or

cancel this Settlement Agreement, or affect or delay the finality of the Final Approval Order and the Judgment.

7.5 If awarded by the Court, the Claims Administrator shall pay from the Settlement Fund any Attorneys' Fees and Expenses Award and any Service Awards for the Class Representatives, as set forth in ¶¶ 7.2 and 7.3 in the amounts awarded by the Court within forty-two (42) days after the Final Approval Order if no appeals are taken and within fourteen (14) days after the Effective Date if the Final Approval Order and/or Judgment are appealed. Payment will be made to M. Anderson Berry of Clayco C. Arnold, A Professional Law Corporation, at 865 Howe Avenue Sacramento, CA 95825. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among themselves and the Service Awards to Plaintiffs consistent with ¶¶ 7.2 and 7.3.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶¶ 2.3 and 2.4. Class Counsel and Defendant shall be given reports as to both claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding.

8.2 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the timeframes set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Final Approval Order.

8.3 No Person shall have any claim against the Claims Administrator, Defendant, Class Counsel, the Class Representative, and/or Defendant's counsel based on distributions of benefits to Settlement Class Members.

8.4 The Claims Administrator shall at all times comply with the Northern District of

California Settlement Administration Data Protection Checklist, which can be located at <https://cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/>.

8.5 Within ten (10) business days following the Court's entry of the Preliminary Approval Order and pursuant thereto, the Claims Administrator on behalf of the Defendant shall cause a CAFA Notice to be served upon the appropriate State and Federal officials. All expenses incurred in connection with the preparation and service of the CAFA Notice shall be borne by Defendant and under no circumstances will be borne by Plaintiff, or Class Counsel, and will not be payable from the Settlement Fund.

8.6 The funds provided by Ethos to the Claims Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC") at a financial institution approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date shall mean (1) business day after the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the court; and (ii) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, any appeal has been dismissed in its entirety, or the Final Approval Order has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Attorneys' Fees and Expense Award or Service Awards made in this case shall not affect the calculation of the Effective Date.

9.2 If the Court does not approve the Settlement Agreement or the Effective Date does not occur for any reason, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Class Counsel and Defendant's counsel mutually agree in writing to proceed with the

Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1 or 6.2 above are not approved by the Court, the Effective Date does not occur for any reason, or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, the Settlement Fund shall be used to pay any Costs of Claims Administration that have already been incurred by the Claims Administrator, and the remaining Settlement Fund shall be paid back to Defendant.

10. Miscellaneous Provisions

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

10.2 The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or

defense. The Parties each agree that the settlement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

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

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

10.6 This Settlement Agreement, including all exhibits hereto, contains the entire understanding between Defendant and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendant and Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between Defendant and Plaintiff.

10.7 Class Counsel, on behalf of the Settlement Class, are expressly authorized by the

Class Representatives to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

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

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

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

10.12 As used herein, “he” means “he, she, they, or it;” “his” means “his, hers, theirs, or its,” and “him” means “him, her, them, or it.”

10.13 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and

governed by, the internal, substantive laws of the State of California.

10.14 All dollar amounts are in United States dollars (USD).

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement, including but not limited to those relating to all information exchanged for purposes of mediation or under the auspices of Federal Rule of Evidence 408 and California Evidence Code §1119. Defendant shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Agreement. Class Counsel agree to hold Defendant harmless from any claim regarding the division of any award of attorneys' fees and expenses to Class Counsel, and any claim that the term "Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any attorneys' fees or expense awarded to Class Counsel in this lawsuit.

10.16 Except as required by law or any other disclosure obligations, or as provided herein, the Parties, and the Parties' counsel, shall not issue any press releases or make any postings on social media about this case or the Settlement; however, Defendant may respond to relevant posts on Defendant's Website or social media sites, and a Party or the Party's counsel may also respond to any incoming press inquiry about this case or the Settlement with a responsive statement approved in advance by the opposing Party or the opposing Party's counsel. Counsel for the Parties may identify this case, its nature, and the fact that it settled on their personal or firm resumes and on their websites.

10.17 The attached Appendix A compiles the dates and deadlines established by this Agreement. The Appendix is provided for convenience and should not be interpreted to alter the substance of this Agreement in any way.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Class Counsel

Counsel for Ethos Technologies Inc. and
Duly Authorized Signatory

DATED this 23rd day of June, 2023

DATED this 23rd day of June, 2023

By:  _____

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DATED this 23rd day of June, 2023

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DATED this 23rd day of June, 2023

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APPENDIX A

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Ethos provides list of Settlement Class Members to the Claims Administrator	+14 days
Ethos pays cost of Notice Program and Claims Administration	+15 days
Notice Commencement Date	+30 days
Short Notice Completion Date	+45 days
<u>From Notice Commencement Date</u>	
Class Counsel's Motion for Attorneys' Fees and Reimbursement of Litigation Expenses	+60 days (i.e., 90 days after Order Granting Preliminary Approval)
Objection Deadline	+75 days (i.e., 105 days after Order Granting Preliminary Approval)
Exclusion Deadline	+75 days (i.e., 105 days after Order Granting Preliminary Approval)
Reminder Notice	+91 days (i.e., 121 days after Order Granting Preliminary Approval)
Claims Deadline	+105 days (i.e., 135 days after Order Granting Preliminary Approval)
Claims Administrator Provide List of Opt-Outs to the Court and Parties	+112 days (i.e., 142 days after Order Granting Preliminary Approval)
<u>Final Approval Hearing</u>	+165 days from Order Granting Preliminary Approval (at minimum)
Motion for Final Approval	At least 35 days before Final Approval Hearing
<u>From Order Granting Final Approval</u>	
Ethos to pay balance of Settlement Fund	+15 days
Effective Date	+30 days, assuming no appeals
Payment of Attorneys' Fees and Expenses and Class Representative Service Awards	+42 days
Payment of Claims to Class Members	+60 days, assuming no appeals