

Exhibit B

**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 Clayeo 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

By:  _____

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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

EXHIBIT A

CLAIM FORM

In Re: Ethos Technologies Inc. Data Breach Litigation, Case No. 3:22-cv-09203
(United States District Court, Northern District of California)

SUBMIT BY [REDACTED], 2023

ONLINE AT WWW.ETHOSSETTLEMENT.COM

OR MAIL TO:

Ethos Claims Administrator
Kroll Settlement Administration LLC

[Kroll address block]

GENERAL CLAIM FORM INFORMATION

This Claim Form should be filled out online or submitted by mail if you received a notice letter of the Ethos Data Incident that occurred between approximately August 2022 and December 2022 (“Settlement Class”). Please make sure to fill out all required information, including the required Claimant Information requested on the last page of this form.

Further, there is a subclass of individuals who are residents of the State of California (“California Subclass”).

If you wish to submit a Settlement Claim by mail, please provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **no later than DD, MM, 2023**.

Monetary Compensation

1. **Cash Payment:** Would you like to submit a Settlement Claim to receive a *pro rata* payment of approximately \$100 under the Settlement? (circle one)

Yes No

2. **California Subclass Cash Payment:** If you lived in California at the time of the Ethos Data Incident, you are eligible for an additional \$100 payment under the Settlement. Did you live in California between August 4, 2022 and December 9, 2022? (circle one)

Yes No

If Yes, you must also check the box below.

I attest under penalty of perjury that, at some time between August 4, 2022 and December 9, 2022, I was a resident of the State of California.

3. **Verified Out-Of-Pocket Expenses:** Did you incur unreimbursed out-of-pocket losses or expenses after August 4, 2022 as a result of the Data Incident? (circle one)

Yes No

Claimant Information

Full Name of Settlement Class Member

Class Member ID

(Can be found on the postcard or Email Notice you received informing you about this Settlement. If you need additional help locating this ID, please contact the Claims Administrator.)

Street/P.O. Box

City

State

Zip Code

Phone Number

Email Address

Signature

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA
In Re: Ethos Technologies Inc. Data Breach Litigation, No. 3:22-cv-09203-SK

A court has authorized this notice. This is not a solicitation from a lawyer.

If You Were Subject to the Ethos Technologies Inc. Data Incident and Previously Received a Notice Letter Notifying You of the Data Incident, You Could be Eligible for Benefits from a Class Action Settlement

- You may be eligible to receive a payment from a proposed \$1,000,000 class action settlement.
- The class action lawsuit concerns the Data Incident perpetrated against Defendant Ethos Technologies Inc. (“Ethos” or “Defendant”) between approximately August 2022 and December 2022 in which it was determined that an unauthorized third party gained access to certain Ethos files containing sensitive personal information of its customers, employees, and some third-party contractors. Ethos denies that it did anything wrong and disputes that it has any liability but has agreed to settle the lawsuit on a class wide basis.
- To be eligible to make a Settlement Claim, you must have received a notice letter of the Ethos Data Incident that occurred between approximately August 2022 and December 2022.
- Eligible claimants under the Settlement Agreement may receive reimbursement up to \$5,000 for out-of-pocket expenses, \$100 *pro rata* payment, and 12 months of free Experian Credit Monitoring and Identity-Protection Services. California Subclass Members may also claim an additional \$100 payment for claims arising under the California Consumer Privacy Act.
- For more information or to submit a Claim Form visit www.EthosSettlement.com or call xxx-xxx-xxxx Monday through Friday, between 8:30 a.m. and 5:00 p.m. Central Standard Time.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
SUBMIT A CLAIM FORM	The only way to receive payment.	Submitted or postmarked on or before [Month/Date], 2023
EXCLUDE YOURSELF BY OPTING OUT OF THE CLASS	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims. For detailed information about how to exclude yourself, see Sections 17-19 below.	Submitted or postmarked on or before [Month/Date], 2023

Questions! Go to www.EthosSettlement.com or call 1-800-518-4168

<p>OBJECT TO THE SETTLEMENT AND/OR ATTEND THE HEARING</p>	<p>You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different settlement. You can also ask to speak to the Court at the Final Approval Hearing on [Month/Date], 2023 about the fairness of the Settlement, with or without your own attorney. For detailed information about how to object to or comment on the Settlement, see Sections 20-21 below.</p>	<p>Received on or before [Month/Date], 2023</p>
<p>DO NOTHING</p>	<p>Receive no monetary benefits, but still receive 12-months free credit monitoring. Give up rights if you are a Settlement Class Member.</p>	

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Settlement Class members will be made if the Court approves the Settlement and after any possible appeals are resolved.

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CLASS NOTICE INFORMATION

1. Why did I get this notice?

If you received an email or postcard notice concerning the Settlement, Ethos’s records indicate that your information may have been part of a Data Incident perpetrated against Ethos’s systems between August 4, 2022 and December 9, 2022 that may have exposed certain personal information of yours. If you qualify, you could be eligible to receive a payment as part of the Settlement.

For more information, go to: www.EthosSettlement.com

The people who have sued Ethos Technologies Inc. are called the Plaintiffs. Ethos Technologies Inc. is the Defendant that has been sued in the lawsuit.

2. What is this lawsuit about?

Between approximately August 4, 2022, and December 9, 2022 Defendant Ethos Technologies experienced a Data Incident perpetrated against it by some third-party entity. This Data Incident allowed cybercriminals to gain access to certain individuals’ personal information. Upon receiving notice that their information was part of the Data Incident, Plaintiffs brought this lawsuit on behalf of themselves and other affected individuals, alleging claims of negligence to implement adequate data security safeguards, which allowed cybercriminals to access their personal information, in addition to claims for invasion of privacy, violation of the California Unfair Competition Law, Cal. Bus. & Profs. Code § 17200, *et seq.*, violation of California’s Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and declaratory relief. Defendant denies the claims, all allegations of wrongdoing, and that it acted negligently in protecting Plaintiffs’ personal information.

3. What is a class action?

In a class action lawsuit, one or more people called “Class Representatives” have sued on behalf of themselves and other people who have similar claims. These people and entities together are called a “Settlement Class” or “Settlement Class Members.” The company Plaintiffs sued on behalf of themselves and all others similarly situated—Ethos Technologies Inc.—is called the

Defendant. In a class action, one court resolves the issues for all Settlement Class Members, except for those who choose to exclude themselves.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, the Parties agreed to a Settlement to resolve the claims. A class-wide settlement avoids the costs and risk of a trial, and Settlement Class members can receive the available Settlement compensation benefits. The Class Representatives and Class Counsel believe the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT

5. Who is in the Settlement?

You have been identified through Ethos's records as a Settlement Class Member, and are included in the Settlement, if you received a notice letter regarding the Data Incident from Defendant indicating that you may have been impacted by the Data Incident perpetrated against Defendant between August 2022 and December 2022. The Settlement Class is defined for Settlement purposes as:

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.

Excluded from the Settlement Class are Ethos's officers, directors, and employees; any entity in which Ethos has a controlling interest; and the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Ethos. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families, and members of their staff.

6. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can request free assistance by calling the Claims Administrator or calling xxx-xxx-xxxx for more information.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Defendant will pay \$1,000,000 into a Settlement Fund, which will be distributed to Settlement Class Members who submit Valid Claims, after deducting Class Counsel's Attorneys' Fees and Expenses Award, Cost of Claims Administration, and the Class Representatives' Service Awards, if such awards are approved by the Court.

The Settlement Fund will provide:

- **\$100** to each Settlement Class Member upon submission of a Valid Claim;**
 - **\$100** to each California Subclass Member upon submission of a Valid Claim;**
 - California Subclass Members may receive the \$100 payment in addition to the \$100 payment to each Settlement Class Member.
- **The cash payments may be increased or decreased *pro rata* from the remainder of the Settlement Fund after all Settlement Claims are submitted.
- **Up to \$5,000** in compensation to each Settlement Class Member who submits a Valid Claim for proven out-of-pocket losses or expenses if:
 - The loss is an actual, documented, and unreimbursed loss;
 - The loss is fairly traceable to the Ethos Data Incident;
 - The loss occurred on or after August 4, 2022;
 - The Settlement Class Member has not already received some reimbursement for the loss or expense; and
 - The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring and identity theft insurance.
 - **12-Months Experian Credit Monitoring and Identity-Protection Services** to each Settlement Class Member.

8. Why does the Settlement include a separate California Subclass?

The Settlement includes a subclass of California residents who will receive additional Settlement monetary benefits under the California Consumer Privacy Act. Settlement Class Members who submit Valid Claims will receive a different amount than the California Subclass Members.

9. Who can get money from the Settlement, and how much?

To receive money from the Settlement, you must be a Settlement Class Member – meaning that you received a notice of the Data Incident perpetrated against Ethos between August 4, 2022 and December 9, 2022. The determination of Settlement Funds available to each valid claimant is described in response to Question #7 above.

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

If you are a Settlement Class Member (*see* Question #5 above), unless you exclude yourself with an opt-out request (*see* Questions #17-19 below), you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the same issues as in this lawsuit. The “Release” section in the Settlement Agreement (IV, ¶ 6.1) describes the legal claims that you are giving up if you remain in the Settlement Class. The Settlement Agreement can be viewed at www.EthosSettlement.com.

HOW TO GET A PAYMENT – MAKING A CLAIM

11. How can I get a payment?

By submitting a Valid Claim on or before the Claims Deadline of [Month/Date], 2023. If you received the Data Incident notification letter from Ethos, you can make a Settlement Claim by filling out and submitting the Claim Form available at www.EthosSettlement.com.

You can also contact the Claims Administrator to request a paper Claim Form by telephone (xxx-xxx-xxxx), email (info@EthosSettlement.com), or U.S. mail (Claims Administrator, Ethos Data Incident Settlement, PO Box xxxx, New York, NY xxxxx-xxxx).

12. What is the deadline for submitting a Claim Form?

To be eligible for payment from the Settlement, your Valid Claim **must be received or postmarked no later than [Month/Date], 2023.**

13. When will I get my payment?

The Court will hold a hearing on [Month/Date], 2023 at ##:00 a.m., to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final, meaning there is no appeal from the Court's order approving the Settlement.

Updates regarding the Settlement will be posted on the Settlement Website, www.EthosSettlement.com.

THE ATTORNEYS REPRESENTING YOU**14. Do I have an attorney in the case?**

Yes. The Court appointed the following attorneys to represent you and other Settlement Class Members as "Class Counsel."

M. Anderson Berry aberry@justice4you.com Gregory Haroutunian gharoutunian@justice4you.com CLAYEO C. ARNOLD, A PROFESSIONAL CORPORATION 865 Howe Avenue Sacramento, CA 95825 Telephone: (916) 239-4778	Dylan J. Gould dgould@msdlegal.com Jonathan T. Deters jdeters@msdlegal.com MARKOVITS, STOCK & DEMARCO, LLC 119 East Court Street, Suite 530 Cincinnati, OH 45202 Telephone: (513) 651-3700	Samuel J. Strauss sam@turkestrauss.com Raina Borrelli raina@turkestrauss.com Brittany Resch brittanyr@turkestrauss.com TURKE & STRAUSS LLP 613 Williamson Street, Suite 201 Madison, Wisconsin 53703 Telephone: (608) 237-1775
Jean S. Martin jeanmartin@forthepeople.com MORGAN & MORGAN COMPLEX LITIGATION GROUP	John J. Nelson jnelson@milberg.com MILBERG COLEMAN BRYSON	

201 N. Franklin Street, 67th Floor Tampa, FL 33602 Telephone: (813) 559-4908	PHILLIPS GROSSMAN PLLC 401 W Broadway, Suite 1760 San Diego, CA 92101 Telephone: (858) 209-6941	
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You will not be charged by these attorneys for their work on the case. If you want to be represented by your own attorney, you may hire one, but you will be responsible for any payment for that attorney's services.

15. Should I get my own attorney?

You do not need to hire your own attorney. If you want your own attorney, you may hire one, but you will be responsible for any payment for that attorney's services. For example, you can ask your own attorney to appear in Court for you if you want someone other than Class Counsel to speak on your behalf. You may also appear for yourself without an attorney.

16. How will the attorneys be paid?

Class Counsel have undertaken this case on a contingency-fee basis, meaning they have paid for all of their expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them attorneys' fees of up to 1/3 (\$333,333.33) of the Settlement Fund and reimbursement for costs and expenses not to exceed \$20,000 to be paid from the Settlement Fund. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel's request for Attorneys' Fees and Expenses Award will be filed by [Month/Date], 2023 and will be available to view on the Settlement Website at www.EthosSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and you do not want to receive the benefits from the Settlement, and you want to keep your right, if any, to sue Defendant on your own about the legal issues at issue in this lawsuit, then you must take affirmative steps to get out of the Settlement. This is called excluding yourself from – or “Opting Out” of – the Settlement Class.

17. How do I opt out of the Settlement?

A Settlement Class Member may request to be excluded from the Settlement in writing by mailing or emailing a request. The request must be emailed or postmarked on or before the Opt-Out Date (85 days after Notice Date) of [Month/Date], 2023. The timely exclusion must include:

- The requestor's name, address and email address;
- The requestor's physical signature;

- The name and number of this Litigation, i.e., *In Re: Ethos Technologies Inc. Data Breach Litigation*, Case No. 3:22-cv-09203 (N.D. Cal.); and
- A statement that clearly manifests the requestor's wish to be excluded from the Settlement Class for purposes of this Settlement.

A request to be excluded that is sent to an address other than that designated as the Claims Administrator's address (Question #27 below), or that is not electronically submitted or postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound by the terms of the Settlement.

18. If I am a Settlement Class Member and don't opt-out, can I sue the Defendant for the same thing later?

No. If you are a Settlement Class Member (*see* Question #5 above), unless you opt-out, you give up the right to sue Ethos for the claims resolved by the Settlement. So, if you are a Settlement Class Member and you want to try to pursue your own lawsuit, you must opt out.

19. What happens if I opt-out?

If you opt-out of the Settlement, you will not have any rights as a member of the Settlement Class under the Settlement terms; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue on the claims alleged in this lawsuit at your own expense.

OBJECTING TO OR COMMENTING ON THE SETTLEMENT

20. How do I tell the Court if I don't agree with the Settlement terms?

You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject this Settlement. If the Court denies approval, no Settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object. Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must include:

- (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.

Objections must be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102. Objections must be filed or postmarked on or before [Month/Day], 2023.

21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt-out of the Settlement. Opting-out of the Settlement indicates to the Court that you do not want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because it does not affect you. You cannot both opt-out of the Settlement and also object to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at ###:## a.m. on [Month/Date], 2023, at the federal courthouse located at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and listen to any arguments presented. The Court may also decide how much Class Counsel should receive in fees and expense reimbursements. After the hearing, the Court will decide whether to approve the Settlement.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this notice. The date of the Final Approval Hearing may change without further notice to the Settlement Class Members. Be sure to check the Settlement Website, www.EthosSettlement.com, for news of any such changes.

23. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (discussed above at Question #20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF I DO NOTHING

25. What happens if I do nothing?

If you do nothing and you are a Settlement Class Member, you will get no money from this Settlement, and you will not be able to sue Ethos for the conduct alleged in this lawsuit. You will still be eligible to receive the 12 months of free Experian credit monitoring offered under the Settlement. If you do nothing and you are not a Settlement Class Member, the Settlement will not affect or release any individual claim you may have.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

Yes. This notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents. You can get a copy of these documents at www.EthosSettlement.com, by accessing the docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.dcd.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the **United States District Court for the Northern District of California 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102** between 9:00 a.m. and 4:00 p.m. PST, Monday through Friday, excluding Court holidays.

27. How do I get more information?

The Settlement Website (www.EthosSettlement.com) has the Claim Form, answers to questions about the Settlement and other information, including important documents, to help you determine whether you are eligible for a payment. You can also write to or call the Claims Administrator at:

Ethos Technologies Data Incident Settlement
c/o Kroll Settlement Administration
P.O. Box xxx
New York, NY xxxxx-xxxx
xxx-xxx-xxxx

info@EthosSettlement.com

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

EXHIBIT C

Case 2:23-cv-00203-SK Document 38-1 Filed 06/23/23 Page 1 of 1
Data Incident Settlement
c/o Kroll Settlement
Administration LLC
PO Box XXX
City, State ZipCode

FIRST CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

**NOTICE OF CLASS ACTION
SETTLEMENT**
If you received notice of a Data
Incident from Ethos Technologies
you are entitled to submit a claim
for monetary compensation under a
class action settlement.

www.ethossettlement.com

<<Barcode>>
Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>
<<BusinessName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>.<<zip4>>

WHO IS A CLASS MEMBER?

In the Case# 3:22-cv-00203-SK-Brd Document 88-1 Filed 06/28/23 Page 52 of 77 payment 3:22-cv-09203 (N.D. Cal.), you are a Settlement Class Member if you and will lose the right to sue regarding any issues relating to this action. You received a notice of the Ethos Data Incident that occurred between approximately August 2022 and December 2022 (the "Settlement Class"). Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing on [redacted], 2023 at [time].** All persons who timely object to the Settlement by [redacted], 2023 may appear at the Final Approval Hearing.

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?
Ethos Technologies Inc. ("Ethos") has agreed to pay \$1,000,000 into a Settlement Fund which will be distributed to Settlement Class Members who submit Valid Claims, after deducting the Class Representative Service Awards, Class Counsel's Attorneys' Fees and Expenses Award, and Costs of Claims Administration, if approved by the Court. All Settlement Class Members may submit Claim Forms to receive \$100 (subject to *pro rata* increase or reduction) plus up to \$5,000 (subject to *pro rata* reduction) for reimbursement of out-of-pocket expenses or losses caused by the Data Incident. Settlement Class Members are also entitled to **12 months of free Credit Monitoring** and Identity-Protection Services, and California Subclass members may claim an **additional \$100 payment** (subject to *pro rata* reduction). More information about the types of Settlement Claims and required information to file them is available at www.ethossettlement.com ("Settlement Website"). Ethos has also agreed to implement a series of cybersecurity enhancements.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a cash payment you must mail a Claim Form that is attached to this notice or submit a Claim Form online at the Settlement Website. Your Claim Form must be postmarked or submitted online by [redacted], 2023. Kroll Settlement Administration LLC is the Claims Administrator.

Opt Out. You may exclude yourself from the Settlement and retain your ability to sue Ethos on your own by mailing a written request for exclusion to the Claims Administrator postmarked no later than [redacted], 2023. If you don't exclude yourself, you'll be bound by the Settlement and give up your right to sue regarding the settled claims.

Object. If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than [redacted], 2023, and provide the reasons for the objection. Please visit the Settlement Website

for more requirements.

Who are the Class Representatives? Christopher Stein, Josephine Dibisceglia, John Blumenstock, Thomas Rossello, Jeffrey Branch, Derrick Carter, Trevor Pearch, James Schneider, and Tameka Young are the Class Representatives in this lawsuit. They will seek service awards of \$2,000.

Who are the attorneys for the Class Representatives and the proposed Class? Class Counsel include M. Anderson Berry of Clayco C. Arnold; Dylan Gould of Markovits, Stock & DeMarco; Raina Borrelli of Turke & Strauss; Jean Martin of Morgan & Morgan; and John Nelson of Milberg Coleman Bryson Phillips Grossman. These attorneys are well known and respected by courts and counsel throughout the United States for handling class actions, such as this one.

Do I have any obligation to pay attorneys' fees or expenses? No. The Attorneys' Fees and Expense Award will be paid exclusively by Ethos as awarded and approved by the Court, and will not exceed 1/3 of the Settlement Fund. The motion for Attorneys' Fees and Expense Award will be posted on the Settlement Website after it is filed with the Court.

When is the Final Approval Hearing? The Final Approval Hearing, where the Court will determine if the Settlement is fair, reasonable, and adequate, will be conducted on [redacted], 2023 at [time].

Who is the Judge overseeing this Settlement? Magistrate Judge Sallie Kim.

Where may I locate a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a Claim Form? www.ethossettlement.com.

Please note that if you wish to submit a Settlement Claim for compensation for out-of-pocket expenses on the attached Claim Form, you will need to provide documentation of your out-of-pocket expenses. A longer version of the Claim Form may be accessed on the Settlement Website.

This notice is a summary of the proposed Settlement.

[The following pages include the tear off claim form that will be included in the mailed "Postcard" copies of the Short Form Notice. The e-mail version of the notice will include a hyperlink to the Claim Form instead]

Postage
Required

Ethos Technologies
Data Incident Settlement
c/o Kroll Settlement
Administration LLC
PO Box XXX
City, State Zip-Code

< < B a r c o d e > > Class
Member ID: <<Refnum>>

CLAIM FORM

Claims must be postmarked no later than [redacted], 2023. You may also submit a Claim Form online no later than [redacted], 2023.

NAME: _____

ADDRESS: _____

Monetary Compensation

1. **Cash Payment:** Would you like to submit a Settlement Claim to receive a *pro rata* payment of approximately \$100 under the Settlement? (circle one)
Yes No
2. **California Subclass Cash Payment:** If you lived in California at the time of the Ethos Data Incident, you are eligible for an additional \$100 payment under the Settlement. Did you live in California between August 4, 2022 and December 9, 2022? (circle one; if Yes, you must also check the box below)
Yes No
3. I attest under penalty of perjury that, at some time between August 4, 2022 and December 9, 2022, I was a resident of the State of California.

3. Verified Out-Of-Pocket Expenses: I am submitting a Settlement Claim for out-of-pocket monetary losses in the amount of \$_____ on account of unreimbursed expenses and/or losses I incurred after August 4, 2022 as a result of the Data Incident. I understand that I am required to provide third-party documentation to support my Settlement Claim for out-of-pocket losses, such as providing copies of any receipts, bank statements, reports, or other documentation supporting my Settlement Claim. This can include receipts or other documentation not "self-prepared" by me. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. The Claims Administrator may contact you for additional information before processing your Settlement Claim. If you do not have information supporting your Settlement Claim for ordinary or extraordinary expenses, you likely will not receive compensation for this Settlement benefit. Any monetary compensation you may receive under the Settlement is capped at \$5,000.

By signing below, I attest under penalty of perjury that I completed this Claim Form to the best of my personal knowledge and that it is true and correct.

(Signature)

EXHIBIT D

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**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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Complaint Filed: December 30, 2022

1 This case is before the Court on Plaintiffs Christopher Stein, Josephine Dibisceglia, John
2 Blumenstock, Thomas Rossello, Jeffrey Branch, Derrick Carter, Trevor Pearch, James Schneider
3 and Tameka Young’s (collectively, “Plaintiffs”) Unopposed Motion for Preliminary Approval of
4 the Class Action Settlement (the “Motion”). The Court, having considered the Motion, the
5 supporting brief, the Parties’ Settlement Agreement dated June 23, 2023 (the “Settlement
6 Agreement”); the proposed Claim Form (Exhibit A), Long Notice (Exhibit B), and Short Notice
7 (Exhibit C); the pleadings and other papers filed in this Action; and the statements of counsel and
8 the Parties, and for good cause shown,

9 **HEREBY ORDERS** as follows:

10 Preliminary Approval of Settlement Agreement

11 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the
12 meanings ascribed to those terms in the Settlement Agreement.

13 2. This Court has jurisdiction over the Litigation, Plaintiffs, all Settlement Class
14 Members, Defendant Ethos Technologies Inc. (“Ethos”), and any party to any agreement that is
15 part of or related to the Settlement.

16 3. The Court finds that the proposed Settlement set forth in the Settlement Agreement
17 is sufficiently fair, reasonable, and adequate such that it is hereby preliminarily approved and notice
18 of the Settlement should be provided to the Settlement Class Members and that a hearing should be
19 held as set forth below.

20 4. The Court preliminarily finds that this Settlement complies with the Northern
21 District of California’s *Procedural Guidance for Class Action Settlements*.

22 Class Certification

23 5. Solely for purposes of the Settlement, the Court conditionally certifies the following
24 nationwide class (“Settlement Class”) and California subclass (“California Subclass”) pursuant to
25 Fed. R. Civ. P. 23(a) and (b)(3):

26 **Settlement Class:** All persons identified by Defendant (or its agents
27 or affiliates) as being among those individuals impacted by the Data
28 Incident, including all who were sent a notice of the Data Incident.

1 **Settlement Subclass or California Settlement Subclass:** All
2 persons identified by Defendant (or its agents or affiliates) as being
3 individuals residing in California impacted by the Data Incident,
4 including all who were sent a notice of the Data Incident.

5 6. Excluded from the Settlement Class and the California Subclass are: (i) Defendant
6 and its respective officers and directors; (ii) the Judge(s) to whom the action is assigned and any
7 member of those Judges' staffs or immediate family members; and (iii) any other Person found by
8 a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or
9 abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any
10 such charge.

11 7. Subject to final approval of the Settlement, the Court finds and concludes for
12 settlement purposes only that the prerequisites to a class action, set forth in Fed. R. Civ. P. 23(a)
13 and (b), are satisfied in that:

- 14 a. the Settlement Class and California Subclass are so numerous that joinder of
15 all members is impracticable;
- 16 b. there are questions of law or fact common to the Settlement Class and the
17 California Subclass;
- 18 c. Plaintiffs and Class Counsel (as defined below) fairly and adequately
19 represent the Settlement Class and the California Subclass;
- 20 d. the claims of Plaintiffs are typical of those of Settlement Class Members and
21 California Subclass Members;
- 22 e. common issues predominate over any individual issues affecting the
23 members of the Settlement Class and the California Subclass;
- 24 f. Plaintiffs fairly and adequately protect and represent the interests of all
25 members of the Settlement Class and the California Subclass, and Plaintiffs'
26 interests are aligned with the interests of all other members of the Settlement
27 Class and the California Subclass; and
28

1 g. settlement of the Litigation on a class-action basis is superior to other means
2 of resolving this matter.

3 8. The Court appoints M. Anderson Berry and Gregory Haroutunian of Clayco C.
4 Arnold, APC; Dylan J. Gould and Jonathan T. Deters of Markovits, Stock & DeMarco, LLC;
5 Samuel J. Strauss, Raina Borrelli, and Brittany Resch of Turke & Strauss LLP; Jean S. Martin of
6 Morgan & Morgan Complex Litigation Group; and John J. Nelson of Milberg Coleman Bryson
7 Phillips Grossman LLC as Class Counsel, having determined that the requirements of Rule 23(g)
8 of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

9 9. The Court hereby appoints Plaintiffs Christopher Stein, Josephine Dibisceglia, John
10 Blumenstock, Thomas Rossello, Jeffrey Branch, Derrick Carter, Trevor Pearch, James Schneider
11 and Tameka Young as the Class Representatives for settlement purposes only on behalf of the
12 Settlement Class.

13 Notice to Settlement Class Members

14 10. Pursuant to Federal Rule of Civil Procedure 23(e), the Court approves the Short
15 Notice and Long Notice (the “Settlement Notices”), to the Settlement Agreement, and finds that
16 the dissemination of the Settlement Notices substantially in the manner and form set forth in Section
17 3.2 of the Settlement Agreement (“Notice Program”) complies fully with the requirements of the
18 Federal Rule of Civil Procedure 23 and due process of law, and is the best notice practicable under
19 the circumstances.

20 11. The Court further approves the Claim Form which will be available both on the
21 Settlement Website and by request.

22 12. The notice procedures described in the Notice Program are hereby found to be the
23 best means of providing notice under the circumstances and, when completed, shall constitute due
24 and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all
25 persons affected by the Settlement Agreement and/or entitled to participate in the Final Approval
26 Hearing, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil
27 Procedure and due process of law.
28

1 13. The Court hereby orders that, within fourteen (14) days of entry of this Order, Ethos
2 shall provide the Claims Administrator with the names, any email addresses, and any last known
3 physical address of each member of the Settlement Class (collectively, “Class Member
4 Information”) that Defendant possesses.

5 14. No later than forty-five (45) days from the date of this Order preliminarily approving
6 the Settlement, Class Counsel shall cause the Claims Administrator to send the Short Notice to each
7 member of the Settlement Class via U.S. Mail; and, for those whom Defendant is in possession of
8 valid email addresses, via email as well, and shall cause to be published the Long Form Notice
9 available to the Settlement Class as stated in the proposed Notice Program. In the event that a
10 mailed Short Notice is returned to the Claims Administrator by the USPS because the address of
11 the recipient is no longer valid, and the envelope contains a forwarding address, the Claims
12 Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of
13 receiving the returned Short Notice. Contemporaneously with seeking Final Approval of the
14 Settlement, Class Counsel and Ethos shall cause to be filed with the Court an appropriate affidavit
15 or declaration from the Claims Administrator with respect to complying with the Notice Plan.

16 15. All costs incurred in disseminating and otherwise in connection with the Settlement
17 Notices shall be paid from the Settlement Fund.

18 16. The Long Notice, Short Notice and Claim Form satisfy the requirements of due
19 process and of Rule 23(e) of the Federal Rules of Civil Procedure and thus are approved for
20 dissemination to the Settlement Class. The Claim Form shall be made available to the Settlement
21 Class as set forth on the Notice Program and shall be made available to any potential Class Member
22 that requests one.

23 Responses by Settlement Class Members and the Scheduling of a Final Approval Hearing

24 17. Settlement Class Members may opt-out or object no later than seventy-five (75)
25 days from the Notice Commencement Date (one hundred and five (105) days from the date this
26 Order is entered) (the “Opt-Out Date”).

27 18. Any member of the Settlement Class who wishes to be excluded (“opt out”) from
28 the Settlement Class must individually sign (with a physical signature) and timely submit a written

1 notice to the Claims Administrator of such intent by (a) mailing it with a postmark by the Opt-Out
 2 Date to the designated Post Office box established by the Claims Administrator or (b) emailing it
 3 to the Claims Administrator using the email address provided on the Settlement Website. To be
 4 effective, the written opt-out notice must include the following: (a) the requestor's name, address
 5 and email address; (b) the requestor's physical signature; (c) the name and number of this Litigation
 6 (e.g., "*In Re: Ethos Technologies Inc. Data Breach Litigation*, Case No. 3:22-cv-09203 (N.D.
 7 Cal.)); and (4) a statement that clearly manifests his or her wish to be excluded from the Settlement
 8 Class for purposes of this Settlement. To be effective, written notice must be postmarked or emailed
 9 no later than the Opt-Out Date. All Settlement Class Members that opt-out of the Settlement will
 10 not be eligible to receive any benefits under the Settlement, will not be bound by any further orders
 11 or judgments entered for or against the Settlement Class, and will preserve their ability to
 12 independently pursue any claims they may have against Ethos.

13 19. Any member of the Settlement Class who does not properly and timely opt-out of
 14 the Settlement shall, upon entry of the Final Approval Order and Judgment, be bound by all the
 15 terms and provisions of the Settlement Agreement and Release, whether or not such Settlement
 16 Class Member objected to the Settlement and whether or not such Settlement Class Member
 17 received consideration under the Settlement Agreement.

18 20. The Court adopts the following schedule for the remaining events in this case:

<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)

1	Exclusion Deadline	+75 days (i.e., 105 days after Order Granting Preliminary Approval)
2	Reminder Notice	+91 days (i.e., 121 days after Order Granting Preliminary Approval)
3	Claims Deadline	+105 days (i.e., 135 days after Order Granting Preliminary Approval)
4	Claims Administrator Provide List of Opt-Outs to the Court and Parties	+112 days (i.e., 142 days after Order Granting Preliminary Approval)
5	<u>Final Approval Hearing</u>	+165 days from Order Granting Preliminary Approval (at minimum)
6	Motion for Final Approval	At least 35 days before Final Approval Hearing
7		
8	<u>From Order Granting Final Approval</u>	
9	Ethos to pay balance of Settlement Fund	+15 days
10	Effective Date	+30 days, assuming no appeals
11	Payment of Attorneys' Fees and Expenses and Class Representative Service Awards	+42 days
12	Payment of Claims to Class Members	+60 days, assuming no appeals
13		

14 21. A hearing on the Settlement (the "Final Approval Hearing") shall be held before this
15 Court on a date to be set by the Court.

16 22. At the Final Approval Hearing, the Court will consider (a) the fairness,
17 reasonableness, and adequacy of the proposed class Settlement and whether the Settlement should
18 be granted final approval by the Court; (b) dismissal with prejudice of the Litigation; (c) entry of
19 an order including the Release; (d) entry of the Final Approval Order; and (e) entry of final
20 judgment in this Litigation. Class Counsel's application for award of attorney's fees and expenses,
21 and request for the Court to award a service award to the named Plaintiffs, shall also be heard at
22 the time of the hearing.

23 23. The date and time of the Final Approval Hearing shall be subject to adjournment by
24 the Court without further notice to the members of the Settlement Class, other than that which may
25 be posted by the Court. Should the Court adjourn the date for the Final Approval Hearing, that shall
26 not alter the deadlines for mailing and publication of notice, the Opt-Out Date, or the deadlines for
27 submissions of settlement objections, claims, and notices of intention to appear at the Final
28

1 Approval Hearing unless those dates are explicitly changed by subsequent Order. The Court may
2 also decide to hold the hearing via zoom or telephonically. Instructions on how to appear at the
3 Final Approval Hearing will be posted on the Settlement Website, and the Parties shall endeavor to
4 have the Claims Administrator update the Settlement Website if the Final Approval Hearing date
5 changes.

6 24. Any person or entity who or which does not elect to be excluded from the Settlement
7 Class may, but need not, enter an appearance through its own attorney. Settlement Class Members
8 that do not timely object or opt out and that do not have an attorney enter an appearance on their
9 behalf will be represented by Class Counsel.

10 25. Any person or entity who or which does not elect to be excluded from the Settlement
11 Class may object to the proposed Settlement. Any Settlement Class Member may object to, among
12 other things, (a) the proposed Settlement, (b) entry of Final Approval Order and the judgment
13 approving the Settlement, (c) Class Counsel's application for attorneys' fees and expenses, or (d)
14 the service award request, by submitting a written objection to the Court either by filing it in person
15 at any location of the United States District Court for the Northern District of California or by
16 mailing it to the Class Action Clerk, United States District Court for the Northern District of
17 California, 450 Golden Gate Ave., San Francisco, CA 94102, with a filing or postmark date no later
18 than seventy-five (75) days from the Notice Commencement Date (one hundred and five (105) days
19 from the approval of this Order), as defined in §§ 1.22 and 5 of the Settlement Agreement
20 ("Objection Date"). The objector or his or her counsel may also file, no later than the Objection
21 Date, the written objection with the Court through the Court's ECF system.

22 26. Any Settlement Class Member making the objection (an "Objector") must sign the
23 objection personally or through Objector's counsel. An objection must state: (i) the objector's full
24 name and address; (ii) the case name and number, *In Re: Ethos Technologies Inc. Data Breach*
25 *Litigation*, Case No. 3:22-cv-09203 (N.D. Cal.); (iii) information identifying the objector as a
26 Settlement Class Member, including proof that the objector is a member of the Settlement Class
27 (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a
28 statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a

1 written statement of all grounds for the objection, accompanied by any legal support for the
2 objection the objector believes applicable; (v) the identity of any and all counsel representing the
3 objector in connection with the objection; (vi) a statement whether the objector and/or his or her
4 counsel will appear at the Final Approval Hearing; and (vii) the objector's signature or the signature
5 of the objector's duly authorized attorney or other duly authorized representative (if any)
6 representing him or her in connection with the objection.

7 27. Only Settlement Class Members that have filed and served valid and timely notices
8 of objection shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class
9 Member who does not timely file and serve an objection in writing in accordance with the procedure
10 set forth in the Long Notice and mandated in this Order shall be deemed to have waived any
11 objection to (a) the Settlement; (b) the Released Claims; (c) entry of Final Approval Order and
12 Judgment; (d) Class Counsel's application for attorneys' fees, costs, and expenses; and/or (e) the
13 service award request for the Class Representatives, whether by appeal, collateral attack, or
14 otherwise.

15 28. Settlement Class Members need not appear at the hearing or take any other action
16 to indicate their approval.

17 29. Upon entry of the Final Approval Order and Judgment all members of the Settlement
18 Class that have not personally and timely requested to be excluded from the Settlement Class will
19 be enjoined from proceeding against Ethos with respect to all of the Released Claims.

20 30. Ethos shall prepare and send, at Ethos's expense, all notices that are required by the
21 Class Action Fairness Act of 2005 ("CAFA") as specified in 28 U.S.C. § 1715.

22 Administration of the Settlement.

23 31. The Court hereby appoints the claims administrator proposed by the parties, Kroll
24 Settlement Administration, LLC (the "Claims Administrator"). Responsibilities of the Claims
25 Administrator shall include: (a) establishing a post office box for purposes of communicating with
26 Settlement Class Members; (b) disseminating notice to the Settlement Class; (c) developing a
27 website to enable Settlement Class Members to access documents; (d) accepting and maintaining
28 documents sent from Settlement Class Members relating to claims administration; and (e)

1 distributing settlement checks to Settlement Class Members. Pursuant to the Settlement Agreement,
2 the Claims Administrator and costs of administration shall be paid from the Settlement Fund.

3 32. In the event the Settlement Agreement and the proposed settlement are terminated
4 in accordance with the applicable provisions of the Settlement Agreement, the Settlement
5 Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided
6 to the contrary in the Settlement Agreement, become null and void, shall have no further force and
7 effect, and Settlement Class Members shall retain all of their current rights to assert any and all
8 claims against Ethos and any other Released Persons, and Ethos and any other Released Persons
9 shall retain any and all of their current defenses and arguments thereto (including but not limited to
10 arguments that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are not satisfied for purposes of
11 continued litigation). The Litigation shall thereupon revert forthwith to its respective procedural
12 and substantive status prior to the date of execution of the Settlement Agreement and shall proceed
13 as if the Settlement Agreement and all other related orders and papers had not been executed.

14 33. Neither this Order nor the Settlement Agreement nor any other settlement-related
15 document nor anything contained herein or therein or contemplated hereby or thereby nor any
16 proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or
17 herein or in any other settlement-related document, shall constitute, be construed as or be deemed
18 to be evidence of or an admission or concession by Ethos as to the validity of any claim that has
19 been or could have been asserted against it or as to any liability by it as to any matter set forth in
20 this Order, or as to the propriety of class certification for any purposes other than for purposes of
21 the current proposed settlement.

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24 Dated: _____
25 The Honorable Sallie Kim
26 United States Magistrate Judge
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EXHIBIT E

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**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

[PROPOSED] FINAL APPROVAL ORDER

Complaint Filed: December 30, 2022

WHEREAS, the Court, having considered the Settlement Agreement filed June 23, 2023 (the “Settlement”) between and among Named Plaintiffs Christopher Stein, Josephine Dibisceglia, John Blumenstock, Thomas Rossello, Jeffrey Branch, Derrick Carter, Trevor Pearch, James Schneider and Tameka Young (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class, and Defendant Ethos Technologies Inc. (“Ethos” or “Defendant”) (collectively, the “Parties”), having considered the Court’s Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), having held a Final Approval Hearing on [InsertHearingDate], having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Plaintiffs’ Motion for Final Approval of Class Action Settlement is **GRANTED**.
2. This Order incorporates herein, and makes a part hereof, the Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order.
3. The Court has personal jurisdiction over Plaintiffs, the Settlement Class Members, and Defendant for purposes of this settlement, and has subject matter jurisdiction over this matter including,

1 without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class
2 for settlement purposes only, settle and release all claims released in the Settlement, and dismiss
3 the Action with prejudice.

4 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

5 4. Based on its review of the record, including the Settlement, all submissions in support of
6 the Settlement, and all prior proceedings in the Action, the Court finally certifies the following Settlement
7 Class and California Settlement Subclass (collectively, the “Settlement Class”) for settlement purposes
8 only:
9

10 All persons identified by Defendant (or its agents or affiliates) as being
11 among those individuals impacted by the Data Incident, including all who
12 were sent a notice of the Data Incident.

13 All persons identified by Defendant (or its agents or affiliates) as being
14 individuals residing in California impacted by the Data Incident, including
15 all who were sent a notice of the Data Incident.

16 5. Excluded from the Settlement Class and the California Settlement Subclass are: (i)
17 Defendant and its respective officers and directors; (ii) the Judge(s) to whom the action is assigned and
18 any member of those Judges’ staffs or immediate family members; and (iii) any other Person found by a
19 court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting
20 the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

21 6. Also excluded from the Settlement Class are those persons identified in **Exhibit #** hereto,
22 each of whom submitted a timely and valid request for exclusion from the Settlement Class prior to the
23 Opt-Out Deadline. Such persons shall not receive the benefits of the Settlement and shall not be bound
24 by this Order.

25 7. For settlement purposes only, with respect to the Settlement Class and the California
26 Subclass, the Court confirms that the prerequisites for a class action pursuant to Federal Rule of Civil
27 Procedure 23 have been met, in that: (a) the Settlement Class and the California Subclass are so numerous
28

1 that joinder of all individual Settlement Class Members and California Subclass Members in a single
2 proceeding is impracticable; (b) questions of law and fact common to all members of the Settlement Class
3 and the California Subclass predominate over any potential individual questions; (c) the claims of
4 Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and proposed Class Counsel will
5 fairly and adequately represent the interests of the Settlement Class; and (e) a class action is the superior
6 method to fairly and efficiently adjudicate this controversy. Any objections to the Settlement have been
7 considered and are hereby overruled.
8

9 **II. NOTICE TO THE SETTLEMENT CLASS**

10 8. The Court finds that notice has been given to the Settlement Class in the manner
11 directed by the Court in the Preliminary Approval Order. The Court finds that the Notice Program: (i)
12 was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably
13 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
14 Action, the terms of the Settlement including its releases, their right to exclude themselves from
15 the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final
16 Approval Hearing (either on their own or through counsel hired at their own expense), and the
17 binding effect of final approval of the Settlement on all persons who do not exclude themselves
18 from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or
19 entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States
20 Constitution (including the Due Process Clause), and any other applicable law.
21

22 9. Furthermore, the Court finds that notice under the Class Action Fairness Act was
23 effectuated within the time required by 28 U.S.C. § 1715, and that ninety (90) days has passed without
24 comment or objection from any governmental entity.
25

26 **III. FINAL APPROVAL OF THE SETTLEMENT**

27
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1 10. The Court finds that the Settlement resulted from arm’s-length negotiations between Class
2 Counsel and Defendant.

3 11. The Court hereby finally approves in all respects the Settlement as fair, reasonable,
4 and adequate, and in the best interest of the Settlement Class.

5 12. The Court finds that Plaintiffs and Class Counsel fairly and adequately
6 represented the interests of Settlement Class Members in connection with the Settlement.

7 13. The Parties shall consummate the Settlement in accordance with the terms
8 thereof. The Settlement, and each and every term and provision thereof, including its Releases, shall be
9 deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an
10 order of this Court.

11
12 **IV. DISMISSAL OF CLAIMS AND RELEASE**

13 14. The Action is hereby dismissed with prejudice as to all Parties including
14 Settlement Class Members and without cost to any party, except as otherwise provided herein or in the
15 Settlement.

16 15. Upon the Effective Date, and in consideration of the benefits set forth in the Settlement,
17 each Settlement Class Member and Plaintiff shall be deemed to have, and by operation of this Order shall
18 have, fully, finally, and forever released, relinquished and discharged all Released Claims, including
19 unknown Claims.

20 16. For purposes of this Final Approval Order, “Released Claims” shall collectively mean any
21 and all past, present, and future claims, causes of action, demands, damages, debts, liabilities, remedies,
22 proceedings, actions, suits, allegations, assertions of wrongdoing, and any demand for injunctive relief
23 or any other type of equitable or legal relief including, but not limited to, any causes of action arising
24 under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of
25 any country, state, province, county, city, or municipality, whether known or unknown, suspected or
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1 unsuspected, asserted or unasserted, discovered or undiscovered, liquidated or unliquidated, accrued or
2 unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that
3 either has been asserted, was asserted, or could have been asserted by any Settlement Class Member
4 against any of the Released Persons with respect to the Data Incident on a similar factual predicate.
5 Released Claims shall not include the right of any Settlement Class Member or any of the Released
6 Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not
7 include the claims of individuals in the Settlement Class who have timely excluded themselves from the
8 Settlement.
9

10 17. For the purposes of this Final Approval Order, “Released Persons” means Defendant and
11 its past or present parents, subsidiaries, divisions, and related or affiliated entities, of any nature
12 whatsoever, whether direct or indirect, as well as each of Defendant’s and these entities’ respective
13 predecessors, successors, directors, officers, principals, agents, attorneys, shareholders, employees,
14 servants, representatives, advisors, consultants, vendors, partners, contractors, subrogees, insurers, and
15 reinsurers.
16

17 18. For the purposes of this Final Approval Order, “Unknown Claims” means any of the
18 Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to
19 exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might
20 have affected his or her settlement with, and release of, the Released Persons, or might have affected his
21 or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any
22 and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to
23 and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed
24 to have, and by operation of the Final Approval Order shall have, released any and all Released Claims,
25 including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil
26 Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state,
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1 province, or territory of the United States (including, without limitation, California Civil Code
2 §§ 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South
3 Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code
4 § 1542, which provides:

5
6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
7 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
8 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
9 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
10 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

19 19. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class
20 Member and Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of
21 the general public or in any capacity, be permanently barred from commencing, prosecuting, or
22 participating in any recovery in any action in this or any other forum (other than participation in the
23 settlement as provided herein) in which any of the Released Claims is asserted.

24 **V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE**
25 **PLAINTIFFS' SERVICE AWARD**

26 20. The Court awards attorneys' fees of \$[TBD] and reimbursement of costs and expenses in
27 the amount of \$[TBD], totaling \$[TBD], and payment of a service award in the amount of \$[TBD] to
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1 Plaintiffs. The Court directs the Claims Administrator to pay such amounts in accordance with the terms
2 of the Settlement. Class Counsel, in their sole discretion to be exercised reasonably, shall allocate and
3 distribute the attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' counsel of
4 record in the Action.

5 **VI. OTHER PROVISIONS**

6 21. Without affecting the finality of this Final Approval Order in any way, the Court retains
7 continuing and exclusive jurisdiction over the Parties and the Settlement Class for the purpose of
8 consummating, implementing, administering, and enforcing all terms of the Settlement.
9

10 22. Nothing in this Final Approval Order, the Settlement, or any documents or statements
11 relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any
12 statute or law or of any liability or wrongdoing by Defendant.

13 23. In the event the Effective Date does not occur, this Final Approval Order shall be rendered
14 null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and all
15 orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to
16 their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses
17 will be preserved, and the terms and provisions of the Settlement shall have no further force and effect
18 with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose,
19 and any judgment or order entered by the Court in accordance with the terms of the Settlement shall be
20 treated as vacated, *nunc pro tunc*.
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22 **IT IS SO ORDERED.**

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24 Dated:

By: _____
The Honorable Sallie Kim
United States Magistrate Judge

EXHIBIT F

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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

[PROPOSED] JUDGMENT

Complaint Filed: December 30, 2022

1 On [date], the Court [granted] Plaintiffs' motion for final approval and [granted] Plaintiffs' motion
2 for attorneys' fees and reimbursement of litigation expenses. ECF No. __. Judgment is entered. The Clerk
3 shall close this file.

4 **IT IS SO ORDERED.**

5 Dated:

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The Honorable Sallie Kim
United States Magistrate Judge
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