

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If you were an owner or beneficiary of a life insurance policy issued or delivered in California by Protective that lapsed for non-payment of premium between January 1, 2013 and [date of Preliminary Approval], your rights will be affected and you may be entitled to relief.
www. [redacted] .com

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

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

Protective Life Insurance Company and West Coast Life Insurance Company ("Defendants"), terminated life insurance policies for non-payment of premium according to the terms of the original contracts, but for a period of time were not attempting to comply with California Insurance Code Sections 10113.71 and 10113.72 (the "Statutes"), which relate to termination of life insurance policies. The Settlement is not a finding or admission of liability by Defendants, which deny all allegations of wrongful conduct.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are Policy Owners of individual life insurance policies issued or delivered in California by Protective¹, that were not affirmatively canceled in writing by the policy owner and that: (i) terminated for non-payment of amounts due on or after January 1, 2013, without Protective first providing all the protections required by the Statutes; and (ii) have a Maturity Date that did not expire prior to the insured's death, or if the insured is still living, prior to the date the Preliminary Approval Order is entered ("Class Policies"). If the named insured under the Class Policy is deceased as of the date of the Preliminary Approval Order, the beneficiary(s) of the Class Policy may also be Class Members.

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

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

What are My Other Options? If you are a Class Member associated with a Class Policy where the named insured is deceased as of the date of the Preliminary Approval Order and you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by **_____, 2025**. If you timely and validly exclude yourself from the Settlement Class, you cannot get settlement relief, but you will keep any rights you may have to sue the Defendants over the legal issues in the lawsuit. If you stay in the Settlement Class, you may object to the Settlement in writing by **Month Day, 2025**. The Detailed Notice available at the Settlement Website explains how to exclude yourself from the Settlement Class and how to object to the Settlement. The Court will hold a Fairness Hearing on **_____, 2025** to consider whether to approve the Settlement; whether to approve Class Counsel's request for attorneys' fees (up to \$20,000,000.00) and litigation costs (up to \$240,000.00); and whether to award the Class Representatives \$10,000 each for their services in helping to bring and settle this case. You may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing. For more information, call or visit the Settlement Website.

¹ Protective Life administers certain policies issued by West Coast Life Insurance Company, Protective Life and Annuity Company, Athene Annuity & Life Assurance Company, Reliance Standard Life Insurance Company, Standard Insurance Company, Voya Life Insurance Company, Aetna Life Insurance Company, Anthem Life Insurance Company, American General Life Insurance Company, Jefferson National Life Insurance Company, John Hancock Life Insurance Company, MONY Life Insurance Company, MONY Life Insurance Company of America, MONY Life Insurance Company of Boston, Great-West Life & Annuity Insurance Company, Commonwealth Annuity and Life Insurance Company, Everence Association Inc., Equitable Financial Life Insurance Company of America, First Variable Life Insurance Company, Humana Dental Insurance Company, Nationwide Life Insurance Company, Optum Insurance of Ohio, Inc., Sunset Life Insurance Company of America, Unum Life Insurance Company of America, Lincoln National Life Insurance Company, and Zurich American Life Insurance Company. Visit the Settlement Website to confirm whether a policy issued by one of these companies is included in the Settlement.

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

Keir Milan, et al., v. Protective Life Insurance Company, et al., Case No. 3:22-cv-01861-W-AHG

IF YOU WERE A POLICYOWNER OR BENEFICIARY OF ONE OR MORE LIFE INSURANCE POLICIES ISSUED OR DELIVERED IN CALIFORNIA BY PROTECTIVE LIFE INSURANCE COMPANY OR ADMINISTERED BY PROTECTIVE THAT LAPSED FOR NON-PAYMENT OF PREMIUM BETWEEN JANUARY 1, 2013 AND [DATE OF PRELIMINARY APPROVAL ORDER], YOU MAY BE ENTITLED TO RELIEF FROM A CLASS ACTION SETTLEMENT. THIS NOTICE SUMMARIZES THE PROPOSED SETTLEMENT. FOR THE PRECISE TERMS OF THE SETTLEMENT, PLEASE SEE THE SETTLEMENT AGREEMENT AVAILABLE AT WWW. [REDACTED].COM, BY CONTACTING THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS OR TOLL-FREE NUMBER PROVIDED HEREIN, BY ACCESSING THE COURT DOCKET IN THIS CASE, FOR A FEE, THROUGH THE COURT'S PUBLIC ACCESS TO COURT ELECTRONIC RECORDS (PACER) SYSTEM AT [HTTPS://ECF.CASD.USCOURTS.GOV](https://ecf.casd.uscourts.gov), OR BY VISITING THE OFFICE OF THE CLERK OF COURT FOR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA, 221 WEST BROADWAY, SAN DIEGO, CA 92101, BETWEEN 9:00 A.M. AND 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING COURT HOLIDAYS.

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

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

OVERVIEW

- A settlement has been reached in a class action lawsuit against Protective Life Insurance Company and West Coast Life Insurance Company (the “Action”).¹
- Protective Life Insurance Company administers or reinsures policies for a number of different companies, including West Coast Life Insurance Company; Protective Life and Annuity Company; Athene Annuity & Life Assurance Company; Reliance Standard Life Insurance Company; Standard Insurance Company; Voya Life Insurance Company; Aetna Life Insurance Company; Anthem Life Insurance Company; American General Life Insurance Company; Jefferson National Life Insurance Company; John Hancock Life Insurance Company; MONY Life Insurance Company; MONY Life Insurance Company of America; MONY Life Insurance Company of Boston; Great-West Life & Annuity Insurance Company; Commonwealth Annuity and Life Insurance Company; Everence Association Inc.; Equitable Financial Life Insurance Company of America; First Variable Life Insurance Company; Humana Dental Insurance Company; Nationwide Life Insurance Company; Optum Insurance of Ohio, Inc.; Sunset Life Insurance Company of America; Unum Life Insurance Company of America; Lincoln National Life Insurance Company; and Zurich American Life Insurance Company. As used herein and defined in the Settlement Agreement (“Agreement”), “Protective” means Protective Life Insurance Company and the foregoing companies, but only to the extent Protective Life Insurance Company is financially responsible for the payment of benefits on life insurance policies issued or delivered in California by the foregoing companies.
- The Action alleges Protective failed to comply with two California statutes—California Insurance Code Sections 10113.71 and 10113.72 (the “Statutes”)—that went into effect January 1, 2013, and apply to life insurance policies “issued or delivered” in California. Specifically, the Action alleges that Protective terminated life insurance policies without complying with one or more of the following provisions of the Statutes:
 - “Each life insurance policy issued or delivered in [California] shall contain a provision for a grace period of not less than 60 days from the premium due date.” Cal. Ins. Code § 10113.71 (a).
 - “A notice of pending lapse and termination of a life insurance policy shall not be effective unless mailed by the insurer to the named policy owner, or a designee pursuant to Section 10113.72 for an individual life insurance policy, and a known assignee or other person having an interest in the individual life insurance policy, at least 30 days prior to the effective date of termination if termination is for nonpayment of premium. . . . Notice shall be given to the policy owner and designee by first-class United States mail within 30 days after a premium is due and unpaid.” Cal. Ins. Code § 10113.71(b)(1) & (b)(3).

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

- “An individual life insurance policy shall not be issued or delivered in [California] until the applicant has been given the right to designate at least one person, in addition to the applicant, to receive notice of lapse or termination of a policy for nonpayment of premium. The insurer shall provide each applicant with a form to make the designation. That form shall provide the opportunity for the applicant to submit the name, address, and telephone number of at least one person, in addition to the applicant, who is to receive notice of lapse or termination of the policy for nonpayment of premium. The insurer shall notify the policy owner annually of the right to change the written designation or designate one or more persons.” Cal. Ins. Code § 10113.72 (b).
- “No life insurance policy shall lapse or be terminated for nonpayment of premium unless the insurer, at least 30 days prior to the effective date of the lapse or termination, gives notice to the policy owner and to the person or persons designated pursuant to [Cal. Ins. Code § 10113.72(a)], at the address provided by the policy owner for purposes of receiving notice of lapse or termination. Notice shall be given by first-class United States mail within 30 days after a premium is due and unpaid.” Cal. Ins. Code § 10113.72(c).
- You are included in the Settlement Class if you were an owner or co-owner of a Class Policy as of the Final Lapse Date and the Insured under the Class Policy is living as of the date of the Preliminary Approval Order. If you were a beneficiary of record of a Class Policy as of the Final Lapse Date and the Insured under the Class Policy is deceased as of the date of the Preliminary Approval Order, you are also included in the Settlement Class, unless you timely submit a valid Request for Exclusion as set forth in the Settlement Agreement.
- Settlement Class Members may be eligible to receive the relief provided under the Agreement and described below. A copy of the Agreement, which defines certain capitalized terms used in this Notice, is available on the Settlement Website.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM OR REINSTATEMENT FORM	The only way to receive Settlement relief is to timely submit a completed Claim Form or Reinstatement Request Form to the Settlement Administrator. However, the timely submission of a completed Claim Form or Reinstatement Request Form does not guarantee you will receive any Settlement relief.

EXCLUDE YOURSELF	Only Class Members in the Deceased Population may be excluded from the Settlement. If this does not apply to you, you may skip this section. If you exclude yourself from the Settlement, you will receive no Settlement relief, but will retain any rights you currently have to sue Protective about the claims in this case.
OBJECT	Write to the Court explaining why you object to the Settlement. You remain part of the Settlement Class if you choose this option.
ATTEND THE FAIRNESS HEARING	Ask to speak in Court about your opinion of the Settlement. You remain part of the Class if you choose this option.
DO NOTHING	If you do nothing, you will not receive any Settlement relief and you will give up any rights you may have to sue Protective and other persons on certain claims as described in the Agreement and below.

1. Why was this Notice issued?

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

The Honorable Allison Goddard, of the U.S. District Court for the Southern District of California is presiding over the Action. The Action is styled *Keir Milan, et al. v. Protective Life Insurance Company, et al.*, Case No. 3:22-cv-01861-W-AHG (S.D. California). The persons who sued are called the Plaintiffs. The Defendants are Protective Life Insurance Company and West Coast Life Insurance Company. The Settlement Administrator is Angeion Group, LLC.

2. What is a class action?

In a class action, one or more people, called class representatives (in this case, Plaintiffs Cristin Morneau and Keir Milan), sue on behalf of a group or “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who timely exclude themselves from the settlement class.

3. What is this lawsuit about?

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

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

4. Why is there a Settlement?

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

WHO IS INCLUDED IN THE SETTLEMENT?

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

The “Class” is defined as including:

All owners and beneficiaries (where the Insured has died as of the date of the Preliminary Approval Order) of individual life insurance policies issued or delivered in California by Protective that were not affirmatively canceled or terminated in writing by the Policy Owner and that: (i) lapsed or terminated for nonpayment of premium on or after January 1, 2013 without Protective first providing all the protections required by California Insurance Code Sections 10113.71 and 10113.72; and (ii) have a Maturity Date that did not expire prior to the Insured’s death, or if the Insured is still living, prior to the date of the Preliminary Approval Order.

The Class includes:

- All living Policy Owners of a Class Policy (or if the Policy Owner of a Class Policy is deceased, that Policy Owner’s successor in interest) where the Insured under the Class Policy is living as of the date the Court enters the Preliminary Approval Order (the “Alive Population”); and
- All Policy Owners and beneficiaries of a Class Policy where the Insured under the Class Policy is deceased as of the date the Court enters the Preliminary Approval Order (the “Deceased Population”).

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

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

Injunctive Relieve Available to Class Members in the Alive Population.

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

Damages Relief Available to Class Members in the Deceased Population

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

7. What is Injunctive Relief?

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

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

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

The Settlement Administrator will determine if you qualify for Injunctive Relief. If your Request to Reinstatement your Class Policy is approved, you will be required to pay (i) ninety percent (90%) of the aggregate, minimum amount of money that would have been due and necessary to keep the Class Policy in-force from the Final Lapse Date through the Reinstatement Date had the Class

Policy remained in-force throughout that period; plus (ii) one hundred percent (100%) of the minimum amount of money necessary to keep the Class Policy in force for three (3) months after the Reinstatement Date. If the Court finally approves the Settlement, the Settlement Administrator or Protective will notify Authorized Requestors of the Discounted Reinstatement Amount required to reinstate the Class Policy.

Your obligations and other information regarding Injunctive Relief are provided in the Agreement at www.██████████.com. After your Reinstatement Request Form is evaluated and approved, either the Settlement Administrator or Protective will provide you an estimate of the Discounted Reinstatement Amount. This process will take time. Please be patient.

8. What is Damages Relief?

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

For Authorized Claimants, Damages Relief will consist of a monetary Settlement Payment, the amount of which will be determined by a Plan of Allocation. The Plan of Allocation is based on an individual analysis and determination of each Claim according to the Process and Damages Relief Guidelines (“Claims Relief Guidelines”). The Claims Relief Guidelines apply certain factors based on specified Protective records related to your Policy. The amount of money you could receive will depend upon what the records reflect regarding the face amount of the Policy and the aggregate face amount of Class Policies associated with other Class Members in the Deceased Population who submit valid and timely Claim Forms. The Claims Relief Guidelines are an exhibit to the Agreement located at www.██████████.com.

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

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

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

All decisions as to whether or not you are eligible for relief under the Settlement and whether or not you qualify as an Authorized Claimant or Authorized Requestor will be made by the independent Settlement Administrator. If you wish to contest your relief, you may do so by submitting your request to the Special Master, as set forth in the Agreement located at www.██████████.com

With respect to the Settlement Class and all associated Class Policies, there shall be no recourse to or against any Defendant or Released Party or their counsel, or to or against the Class

Representative or Class Counsel, or the Court, or the Settlement Administrator or the Special Master, for any determination made by the Settlement Administrator or the Special Master.

The hearing to consider the fairness of the Settlement (“Fairness Hearing”) is scheduled for [DATE]. If the Court approves the Settlement, eligible Class Members whose claims were approved by the Settlement Administrator can proceed with Reinstatement Relief, and/or, if entitled to a Damages Relief, will receive their payment after the Settlement becomes final and the completion of claims reviews. Any monetary Settlement Payment made in the form of a check will expire and become void one hundred eighty (180) days after the check is issued. If the check is not cashed or deposited within one hundred eighty (180) days after the check is issued, the Settlement Administrator will cancel the payment and the funds will be escheated to the appropriate state as described in the Agreement.

HOW TO GET BENEFITS

10. How do I get relief?

If you want to receive Settlement relief, you must complete and submit a Claim Form (Deceased Population) or a Reinstatement Request Form (Alive Population) and any other required documentation, by [DATE]. Claim Forms and Reinstatement Request Forms can be found and submitted on-line or you may receive and submit a Claim Form or Reinstatement Request Form in the mail. To submit a Claim Form or a Reinstatement Request Form on-line or to request a paper copy, go to the Settlement Website at [www. \[REDACTED\] .com](http://www. [REDACTED] .com) or call toll free, 1-8XX-XXX-XXXX.

The Settlement Administrator will evaluate and determine the status of your claim or request for reinstatement based on the terms of the Agreement.

Do not mail or deliver your Claim Form or Reinstatement Request Form to the court, the Parties to this action, or their counsel. Submit your Claim Form or Reinstatement Request Form only to the Settlement Administrator.

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

REMAINING IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue Protective for the claims being resolved by this Settlement. (See the section about the Released Claims below). The specific

claims you are giving up are also described in the Agreement. You will be “releasing” Protective, their affiliates, reinsurers, employees and representatives as described in Section 12 of the Agreement. Unless you exclude yourself (*see* Question 16), you are “releasing” the claims, regardless of whether you submit a Claim or Reinstatement Request or not. The Agreement is available through the “court documents” link on the Settlement Website.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Agreement, and you will not be eligible for any benefits from this Settlement, unless you are a part of the Deceased Population and funds are escheated to the appropriate state in your name and you are eligible to claim those funds under applicable state law. You will not be able to start a lawsuit or be part of any other lawsuit against Protective for the claims being resolved by this Settlement.

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

13. What does the Release say?

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

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

The parties receiving a the release set forth in the Agreement (the "Releasees") include: Protective, individually and collectively, and all of their current, former and future parents, subsidiaries, affiliates, partners, predecessors, successors and assigns, reinsurers, and each of their respective past, present and future officers, directors, employees, agents, independent contractors, brokers, representatives, attorneys, heirs, administrators, executors, predecessors, successors and assigns, or any of them.

Without further action by anyone, upon the Final Settlement Date, Plaintiffs, the Settlement Class, and the Releasing Parties: (i) have and shall be deemed to have fully, finally, and forever waived, released, relinquished, discharged, and dismissed every one of the Plaintiffs' and Settlement Class Members' claims related to Class Policies against every one of the Releasees; (ii) have and shall be deemed to have covenanted not to sue, directly or indirectly, any of the Releasees with respect

to any of the Released Claims; and (iii) shall forever be barred and enjoined from directly or indirectly, filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, or before any administrative body (including any state Department of Insurance or other regulatory commission) whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any of the Released Claims.

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

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

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

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

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

15. How will the lawyers be paid?

Class Counsels' attorneys' fees and costs shall be paid from the Settlement Fund in an amount to be determined by the Court. Class Counsel will file its motion requesting attorneys' fees and costs

at least ten (10) days before the Opt-Out Deadline. Class Counsels' motion—which will be available on the Settlement Website—will seek no more than \$20,000,000.00 in attorneys' fees and \$240,000.00 in litigation costs. The Court may award less than those amounts. Under the Agreement, the amounts awarded Class Counsel by the Court will be paid from the Settlement Fund.

Subject to approval by the Court, the Class Representatives will file with the Court and post on the Settlement Website by **[DATE]** a request for a payment of an Incentive Award of no more than \$10,000 payable by Protective for their services in helping to bring and settle this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

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

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

1. Clearly identify the case name and number of the Action (*Keir Milan, et al. v. Protective Life Insurance Company, et al.*, Case No. 3:22-cv-01861-W-AHG (S.D. California));
2. Include your full name, address, telephone number, and email address;
3. Identify the policy number(s) of the applicable Class Policy(ies);
4. State that you are authorized to act with respect to the Class Policy;
5. A clear statement that you wish to be excluded from the Settlement Class for purposes of this Settlement; and
6. Be signed by you.

A Request for Exclusion that does not include all of the above information, or that is mailed or submitted to an address other than that designated, or that is not postmarked or otherwise submitted to the Settlement Administrator within the time specified, or is not sent by an authorized representative, shall be invalid. To be considered timely, your Request for Exclusion must be postmarked and mailed or electronically submitted to the Settlement Administrator no later than **[DATE]** at the following address:

Class Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210

Philadelphia, PA 19103

Email: info@[REDACTED].com

If the Class Policy is owned by more than one person or entity, you must act jointly in exercising any right to exclude yourself from the Settlement.

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

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

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

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

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

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

OBJECTING TO THE SETTLEMENT

19. How do I object to the Settlement?

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

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

To be considered valid, all written objections to the Settlement must:

1. Clearly identify the case name and number of the Action (*Keir Milan, et al. v. Protective Life Insurance Company, et al.*, Case No. 3:22-cv-01861-W-AHG (S.D. California));
2. Include your full name, address, telephone number, and email address, as well as the full name, address, telephone number, and email address of any attorney(s)

representing, advising, or in any way assisting you in connection with your written objection;

3. Clearly identify and describe the basis upon which you claim to be a Class Member, including the policy number and full name of the Insured of the applicable Class Policy(ies);
4. State that you are authorized to act on behalf of the applicable Class Policy(ies);
5. Identify and explain all grounds for your objections and supporting legal authority (including citations and supporting evidence);
6. State whether your objection applies only to you, applies to a specific subset of the Class, or applies to the entire Class;
7. State whether you intend to appear and speak at the Fairness Hearing to object to the Settlement, and whether you intend to appear personally or through your attorney (explained below in the response to Question Number 21);
8. To the extent you, or any attorney representing or assisting you in connection with your objection, have ever objected to a proposed class action settlement where you and/or the objecting attorney asked for, or received, payment in exchange for dismissing the objection (or any related appeal) without modification to the settlement, identify each such class action proceeding by the case style, case number, and jurisdiction;
9. Attach or enclose all supporting documents, materials, or other data you rely upon to support your objection(s); and
10. Be signed by you.

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

Court	Class Counsel	Defendants' Counsel
U.S. District Court for the Southern District of California Clerk's Office 333 W Broadway, Suite 420 San Diego, CA 92101	Craig Nicholas, Esq. Alex Tomasevic, Esq. Nicholas & Tomasevic LLP 225 Broadway, 19th Floor San Diego, CA 92101	Kathie Weber, Esq. Edward M. Holt, Esq. Maynard Nexsen PC 1901 Sixth Avenue North Suite 1700 Birmingham, AL 35203

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

Objecting simply means advising the Court that you disagree with something about the Settlement. You can object to the Settlement only if you stay in the Settlement Class. Excluding yourself from

the Settlement Class (see Question Number 16 above to determine eligibility for exclusion) is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because the Action no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Fairness Hearing at **:00 a.m. PST** on **[DATE]** in Courtroom **[REDACTED]** at the Edward J. Schwartz United States Courthouse, 221 West Broadway San Diego, California, 92101. The purpose of the Fairness Hearing is for the Court to determine whether to finally approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsels' request for attorneys' fees and expenses; and to consider the requests for Incentive Awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The Fairness Hearing may be postponed or continued to a different date or time without further notice, so it is a good idea to check [settlement website] or call [toll free number set up for settlement] to confirm the date and time of the Fairness Hearing. If, however, you timely submitted a written objection to the Settlement and advised the Court that you intend to appear and speak at the Fairness Hearing, you will receive notice of any changes to the date or time of the hearing.

22. Am I required to attend the hearing?

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

23. May I speak at the hearing?

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

GETTING MORE INFORMATION

24. Where do I get more information?

This Notice summarizes the Settlement. Additional details regarding the Settlement are set forth the Agreement and Exhibits attached thereto. You can review a copy of the Agreement and obtain additional information regarding the Settlement on the Settlement Website at **www. .com**. If you have any questions, you may write to Class Settlement, c/o Settlement Administrator, 1650