

**IMPORTANT NOTICE ABOUT A PROPOSED CLASS
ACTION SETTLEMENT THAT AFFECTS YOU**

PLEASE READ THIS NOTICE CAREFULLY.
A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.

A settlement of \$13.5 million has been reached in a class action lawsuit brought by a group of Plaintiffs, William James Griffin, Ashley Lawley, William “Jeff” Cooper, Sandra Wilson and Vicki Needham (“Plaintiffs”), who purchased limited benefit indemnity plans and/or short term medical plans made available by Defendants Benefytt Technologies, Inc. and Health Plan Intermediaries Holdings, Inc. (collectively, “Benefytt”) either directly from Benefytt or through American National Benefits Group, LLC (“American National”), Defendant Assurance IQ, LLC (“Assurance”) or Independent Insurance Consultant, Inc., d/b/a Priority Insurance (“Priority Insurance”). Defendants Benefytt Technologies, Inc., Health Plan Intermediaries Holdings, Inc. and Assurance IQ, LLC are collectively referred to herein as “Defendants.”

Plaintiffs allege that themselves and other consumers purchased limited benefit indemnity plans and/or short term medical plans made available by Benefytt either directly from Benefytt or through distributors American National, Assurance and Priority Insurance and were led to believe that the limited benefit indemnity plans and/or short term medical plans were “comprehensive” health insurance plans (similar to those made available under the provisions of the Affordable Care Act (the “ACA” or “Obamacare”)) when they were not. Defendants dispute these allegations.

Plaintiffs and Assurance agreed to enter into this settlement to avoid the uncertainties, delays and expenses of ongoing litigation, while providing class members with definite benefits now. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

SUMMARY OF THE SETTLEMENT

WHO’S INCLUDED? Records show that you are a member of the Settlement Classes because (i) you purchased one or more limited benefit indemnity plans and/or short term medical plans made available by Benefytt either directly from Benefytt or through American National, Assurance or Priority Insurance during the time period from May 5, 2016 through December 1, 2023, and (ii) you paid fees and/or premiums that were not completely refunded or “charged back.”

You may (or may not) also be a member of the “Medical Expense Subclass.” The Medical Expense Subclass includes those who incurred medical expense(s) that were not covered by the limited benefit indemnity plans or short term medical plans.

WHAT ARE THE SETTLEMENT TERMS?

What the Settlement Class Members Are Getting.

Monetary Relief. Assurance has agreed to create a \$13.5 million settlement fund (the “Settlement Fund”), which will be distributed to Settlement Class Members after first deducting any attorneys’ fees and costs, notice and administration expenses that the Court awards Plaintiffs and the attorneys representing

the Class (“Class Counsel”). The amount remaining in the Settlement Fund after deduction of fees and expenses shall be the “Net Consideration.”

What the Settlement Classes Are Giving Up.

In return for the relief that Assurance is providing, Settlement Class Members are deemed to have agreed to a release of any claims that they may have against Defendants relating in any way to the sale of limited benefit indemnity plans and/or short term medical plans made available by Benefytt and sold directly by Benefytt or through American National, Assurance or Priority Insurance.

HOW CAN I GET PAYMENT?

To receive a cash payment from the Settlement Fund, you must submit a Claim Form as provided below.

If you have moved within the last five years you may notify the Settlement Administrator in charge of administering settlement of your new mailing address by writing to: Griffin v. Benefytt c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324.

WHAT ARE MY OTHER OPTIONS?

You can exclude yourself: If you do not want to be bound by the settlement, then you can exclude yourself. But you must do so by **March 1, 2024**. Part 11 below explains what you need to do to exclude yourself. If you do not exclude yourself, and you timely submit a Claim Form by **April 15, 2024**, and the settlement is given Final Approval by the Court, then you will remain a Settlement Class Member and you will receive your individual allocation of the Settlement Fund. If you do not submit a Claim Form by **April 15, 2024**, then you will not receive an allocation from the Settlement Fund.

You can object: Alternatively, you may object to the settlement by **March 1, 2024**. Part 16 below explains what you need to do to object to the settlement. The Court will hold a hearing on **May 30, 2024**, beginning at **10 a.m.** to consider whether to finally approve the settlement, as well as any request for attorneys’ fees by class counsel (the “Fairness Hearing”). If you object, Part 19 explains how you may ask the Court to speak at the Fairness Hearing. Persons who exclude themselves from the Settlement Class will not be bound by the Settlement; however, they cannot file an objection and cannot speak at the Fairness Hearing.

The rest of this Notice provides you with a more detailed summary of the settlement, and also more fully describes your legal rights and options. For even more information, please visit www.benefyttsettlement.com (the “Settlement Website”), at which you may download a complete copy of the “Stipulation of Settlement and Release” and attached exhibits. ***Please read all of this Notice carefully and in its entirety because your legal rights may be affected whether you act or don’t act.***

BASIC INFORMATION

1. Why did I receive this notice?

You received this notice because, according to the Benefytt’s records, you purchased a limited benefit indemnity plan and/or short term medical plan made available by Benefytt either directly from Benefytt or through American National, Assurance or Priority Insurance.

You have a right to know about a proposed settlement of a class action lawsuit pending in the U.S. District Court for the Southern District of Florida (the “Court”) entitled *William James Griffin, et al. v. Benefytt Technologies, et al.*, No. 0:20- cv-62371-AHS (S.D. Fla.) (the “Action”). You are entitled to know your options before the Court decides whether to approve the settlement. If the settlement is approved, certain payments will be distributed to Class Members, and Class Members will release claims arising from the conduct at issue in the Action. This package describes the Action, the Settlement, your legal rights, what relief is being offered to you, how that relief will be distributed and other important information. This Notice only summarizes the Settlement. The full terms of the Settlement are available for review at www.benefyttsettlement.com. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs. You should review the Settlement Agreement before deciding what to do.

2. What is this lawsuit about?

Limited benefit indemnity plans and short term medical plans are not considered comprehensive health insurance, and they do not comply with the minimum essential health benefits requirements of the ACA.

Plaintiffs allege, among other things, that Benefytt, American National, Assurance and Priority Insurance lured Plaintiffs and other consumers with websites and standardized sales scripts that misled Plaintiffs and other consumers to believe that they were buying comprehensive health insurance, when in reality they were only buying limited benefit indemnity plans and/or short term medical plans. Plaintiffs allege that Defendants violated the Racketeer Influenced and Corrupt Organizations Act (“RICO”), which provides for treble damages and attorneys’ fees against violators. Defendants deny that they did anything illegal or wrong.

This Settlement is a compromise of these and other claims described in the Settlement Agreement. Meanwhile, Part 21 of this Notice explains how you may obtain more information about the claims in this Action and Defendants’ response to those claims. You can also visit www.benefyttsettlement.com to review Plaintiffs’ operative complaint, the Parties’ proposed Settlement Agreement, and other documents related to this Action.

3. What is a class action, and why is this case a class action?

In a class action, one or more persons called “Class Representatives” (here, Plaintiffs) sue on behalf of people who have similar claims. All of these people with similar claims are a “Class” or “Class Members.” One court resolves the issues for all Class Members, and all Class Members are bound by the court’s decision or settlement.

The Honorable Judge Anuraag Singhal of the U.S. District Court for the Southern District of Florida is in charge of this case.

Because the Settlement will determine the rights of the Settlement Class Members, the Parties must make the best effort practicable to send Notice to all of the Settlement Class Members before the Court can consider entering Final Approval of the Settlement and making it effective. If the Settlement is not given Final Approval, or otherwise fails to become final, or is terminated by the Parties for any of the reasons set forth in Section X of the Settlement Agreement, then the Settlement will become void, the Settlement Classes will no longer remain certified, and the Action will proceed as if there had been no Settlement and no certification of the Settlement Classes.

4. Why is there a settlement?

The Court has not decided whether Plaintiffs or Defendants would win this case or whether the proposed classes could be certified. Instead, both sides agreed to the Settlement before any judgment was entered or any of the proposed classes were certified. That way, the Parties avoid the uncertainties and expenses of ongoing litigation, and the delays of a trial and possible appeals, while providing the Settlement Class Members with definite benefits now rather than the uncertain benefits potentially available from fully contested litigation years from now (if at all). Plaintiffs believe that settlement is in the best interest of Class Members because it offers them relief now, while at the same time allowing anyone who wishes to pursue their own individual claims against Defendants to exclude themselves from the Settlement Classes. The Settlement avoids the risk of an unfavorable result for Class Members, which could mean no recovery at all.

WHO IS IN THE SETTLEMENT

5. Why did I receive this notice?

The Court has preliminarily approved the certification of several classes for settlement purposes only.

The Court decided that everyone who fits the following description is a member of the “American National Class” for settlement purposes only:

All individuals who purchased Benefytt’s limited benefit indemnity plans or short term medical plans through American National from May 5, 2016 through December 1, 2023, and paid fees and/or premiums that were not completely recovered through a refund or chargeback.

The Court decided that everyone who fits the following description is a member of the “Assurance Class” for settlement purposes only:

All individuals who purchased Benefytt’s limited benefit indemnity plans or short term medical plans through Assurance from May 5, 2016 through December 1, 2023, and paid fees and/or premiums that were not completely recovered through a refund or chargeback.

The Court decided that everyone who fits the following description is a member of the “Benefytt Class” for settlement purposes only:

All individuals who purchased limited benefit indemnity plans or short term medical plans directly from Benefytt from May 5, 2016 through December 1, 2023, and paid fees and/or premiums that were not completely recovered through a refund or chargeback.

The Court decided that everyone who fits the following description is a member of the “Priority Insurance Class” for settlement purposes only:

All individuals who purchased Benefytt’s limited benefit indemnity plans or short term medical plans through Priority Insurance from May 5, 2016 through December 1, 2023, and paid fees and/or premiums that were not completely recovered through a refund or chargeback.

The Court has also decided that the following members of and of the above Classes may also make a claim to be included in the “Medical Expense Subclass” for settlement purposes only:

All individuals within any of the above Classes who incurred Uncovered Medical Expense(s).

Excluded from the Settlement Classes are Defendants, American National and Priority Insurance, as well as their subsidiaries and affiliates, their officers, directors and members of their immediate families and any entity in which a Defendant, American National or Priority Insurance has a controlling interest, the legal representatives, heirs, successors or assigns of any such excluded entity, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

As noted above, if this Notice was addressed to you, then, according to Benefytt’s records, you are a member of the Settlement Classes and you will receive a distribution from the Settlement Fund if you complete and timely return a Claim Form as described in Part 7 of this Notice. You will be bound by the Settlement unless you timely and properly exclude yourself as described in Part 11 of this Notice.

6. What does the settlement provide?

Assurance has agreed to create the \$13.5 million Settlement Fund. If the Settlement receives Final Approval, the Settlement Fund will first be used to pay (1) Court-awarded attorneys’ fees and reimbursement of costs; (2) Notice and Administration Expenses; (3) Taxes, if any; and (4) any other costs, fees, or expenses approved by the Court. The term “Notice and Administration Expenses” means all costs, fees, or expenses incurred in connection with providing Notice and distributing the Settlement proceeds to you. The money remaining after these fees and costs are deducted is the Net Consideration.

Each Settlement Class Member who timely submits a valid Claim Form and does not opt out of the Settlement shall receive his or her *pro rata* share of the Settlement Fund. To calculate each *pro rata* share, first each Settlement Class Member will be assigned a “total numerator” to be calculated as each Settlement Class Member’s unrefunded payments for limited benefit indemnity plans and/or short term medical plans (the “base numerator”), plus a “medical expense multiplier” equal to the base numerator if that Settlement Class Member timely submits a Claim Form stating under penalty of perjury that he or she incurred Uncovered Medical Expenses of \$25,000.00 or less, two times the base numerator if that Settlement Class Member timely submits a Claim Form stating under penalty of perjury that he or she incurred Uncovered Medical Expenses in an amount between \$25,000.00 and \$50,000.00, and three times the base numerator if that Settlement Class Member timely submits a Claim Form stating under penalty of perjury that he or she incurred Uncovered Medical Expenses in an amount great than \$50,000.00. The Net Consideration will be divided by the sum of all Settlement Class Members’ total numerators to calculate a “final multiplier,” which shall be multiplied against each Settlement Class Member’s total numerator to arrive at that Settlement Class Member’s *pro rata* share.

The actual amount that each Settlement Class Member will receive will ultimately depend on a variety of factors, including the fees and expenses awarded by the Court, the expenses incurred by the Settlement Administrator, the number of Settlement Class Members who choose to opt out of the Settlement, the number of Subclass Members and the number of Settlement Class Members who timely return a Claim Form.

7. How can I get such relief?

As long as you (i) do not exclude yourself from the Settlement Classes and (ii) fully complete and submit or return the Claim Form so that it is postmarked no later than **April 15, 2024**, to the Settlement Administrator, then you will receive a distribution from the Settlement Fund. You can return the Claim

Form by submitting it at www.benefyttsettlement.com; or by mailing it to Griffin v. Benefytt, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324.

The Claim Form contains a box where you will indicate under penalty of perjury whether you are a member of the Medical Expense Subclass.

If, from May 5, 2016, to December 1, 2023, you incurred medical expenses for which you made a claim for reimbursement under a Benefytt limited benefit indemnity plan and/or short term medical plan you purchased through American National, Assurance, Benefytt and/or Priority Insurance that was in effect at the time the medical expense was incurred, and that claim was rejected in whole or in part, then you should check the "Medical Expense Subclass" box and complete the rest of the Medical Expense Subclass section of the Claim Form.

If you do not qualify as a member of the Medical Expense Subclass, don't worry. You will still receive some share of the Settlement Fund if you complete and timely submit your Claim Form.

If you have moved within the last five years, you may notify the Settlement Administrator of your new mailing address by writing to: Griffin v. Benefytt, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324.

8. When would I get such relief and how will it be distributed to me?

The Court will hold a hearing at 10:00 a.m. on May 30, 2024 to decide whether to approve the Settlement. The Court will only approve the Settlement if it finds it to be fair, reasonable and adequate. It may take the Court several weeks or months after the hearing before it decides. If the Court approves the settlement, then there may be appeals. If appeals are filed, then it is uncertain how long it will take to resolve them. It is also possible that this Settlement may be terminated for other reasons, such as those set forth in Section X of the Settlement Agreement (a copy of which is available for review at www.benefyttsettlement.com). Please be patient.

The "Final Approval" date, as defined in the Settlement, is the date when the order granting Final Approval of the Settlement and entering judgment (the Final Order and Judgment) will be final and no longer subject to appeal. Distributions are expected to be made within 45 days of the Final Approval date. The Settlement Website will be updated from time to time to reflect the progress of the Settlement.

All checks will expire and become void 180 days after they are issued and will be considered unclaimed funds. Unclaimed funds will be considered a waiver by you of the right to receive a Distribution. Unclaimed distributions may be redistributed *pro rata* to other Class embers or to a nonprofit or charity via a *cy pres* fund.

9. Will the Settlement have any tax consequences on me?

Neither the Court nor the Parties (including their counsel) can advise you about what, if any, tax consequences might arise for you from the Settlement. You are encouraged to consult with your own tax advisor to determine whether any potential tax consequences could arise from your receipt of a Distribution.

10. Am I giving up anything by remaining in the Settlement Classes?

If you don't exclude yourself, then you will remain in the Settlement Classes, and that means that if the Settlement is given Final Approval and reaches the Final Settlement Date, then you shall be deemed

to be a “Releasing Party.” As a Releasing Party, you shall be deemed to release the following “Released Claims”:

Any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, refunds, reimbursements, restitution, and attorneys’ fees of any nature whatsoever, whether arising under federal law, state law, local law, common law or equity, state or federal antitrust laws, any state’s consumer protection laws, unjust enrichment, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or any other law, including Unknown Claims, whether suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that were advanced in the Action, or that are related to the facts, transactions, events, occurrences, acts, or omissions alleged in the Action and could have been advanced in the Action, as of the date of the Final Order and Judgment (excluding, for avoidance of doubt, any claims to enforce the Settlement or the Final Order and Judgment). However, for the avoidance of doubt, the Parties agree that the Settlement Agreement shall not limit Settlement Class Members’ ability to claim or receive relief in connection with the settlement reached in the *FTC v. Benefytt Technologies, Inc.*, No. 8:22-cv-01794-TPB-JSS (M.D. Fla.). The Parties agree that claims for violations of the Telephone Consumer Protection Act 47 U.S.C. § 227 *et seq.*, or state court analogues, against the Benefytt Defendants, are not affected by this Settlement.

This release will include claims that you and any other Settlement Class Member do not know or suspect to exist in her, his or its favor at the time of the release of the Released Parties, which if known by him, her, or it might have affected her, his, or its decision(s) with respect to the Settlement, including the decision to seek exclusion from or object to the Settlement.

If the Settlement is given final approval, then all Settlement Class Members will have expressly, and by operation of the Judgment to the fullest extent permitted by law, waived and relinquished any and all provisions, rights, and benefits conferred by any law or any state or territory of the United States, or principle of common law, 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.

As a “Releasing Party” you shall be deemed to understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, you shall be deemed to acknowledge that you are aware that you may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement Agreement, but that you release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. You shall acknowledge, and by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

The full terms of the Release provisions of the Settlement are at Section IX of the Settlement Agreement, a copy of which is available at www.benefyttsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I exclude myself from the Settlement Classes?

If you don't want to be part of the Settlement, or if you want to keep the right to sue or continue suing the Released Parties on your own about the Released Claims, then you must take steps to exclude yourself from the Settlement Classes. This is also called "opting out" of the Settlement Class. If you exclude yourself from the Settlement Classes, you will not be bound by the Settlement and will not receive any relief offered by the Settlement, but you will be free to file and then pursue your own individual lawsuit regarding the Released Claims if you wish to do so. However, the Court has ruled that neither the Settlement, nor this Notice, nor the Court's preliminary approval order may be used as evidence in such individual lawsuits. You should be aware that if you do exclude yourself and plan to file your own action against the Released Parties, the statute of limitations applicable to your claim may prevent you from separately suing the Released Parties unless you act promptly.

To exclude yourself, you must mail a letter to the Settlement Administrator postmarked no later than **March 1, 2024** saying that you want to be excluded from the Settlement Classes. Your letter must be addressed to the Griffin v. Benefytt c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324, and must (i) contain a caption or title that identifies it as a "Request for Exclusion in *Griffin v. Benefytt*"; (ii) include your name, mailing address and email address(es) and contact telephone number; (iii) specify that you want to be excluded from the Settlement Classes; and (iv) be *personally* signed by you.

NOTE: If your request for exclusion is late or incomplete, then it will not be valid and you will remain part of the Settlement Classes. You will still be bound by the Settlement and other orders or judgments in the Action, and you will not be able to participate in any other lawsuits against Defendants and the Released Parties based on the Released Claims.

12. If I don't exclude myself, can I sue Defendants later for the same thing?

No. If you do not exclude yourself from the Settlement Classes and the Settlement is given final approval, then you will give up the right to sue Defendants and the Released Parties for the Released Claims – *even if you do not timely submit a valid Claim Form.*

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

If you exclude yourself, you will not be eligible to receive any of the monetary benefits that the Settlement provides.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed Whatley Kallas, LLP and Matt Carroll Law LLC to represent you and other Settlement Class Members in this Action and for purposes of this Settlement, and for no other purpose. These attorneys are called "Class Counsel," and they can be reached by writing them at:

Charles Nicholas Dorman
WHATLEY KALLAS, LLP
111 North Orange Avenue
Suite 800
Orlando, Florida 32801
Telephone: (617) 203-8459
Facsimile: (800) 922-4851
ndorman@whatleykallas.com

Patrick J. Sheehan
WHATLEY KALLAS, LLP
101 Federal Street, 19th Floor
Boston, MA 02110
Telephone: (617) 203-8459
Facsimile: (617) 371-2950
psheehan@whatleykallas.com

and

Matt Carroll
MATT CARROLL LAW LLC
P.O. Box 660749
Vestavia, AL 35216
Telephone: (205) 240-2586
matt@matcarrollfirm.com

You have the right to retain your own separate lawyer to represent you in this case, but you are not obligated to do so. If you hire your own lawyer, then you will be solely responsible for all of his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer, but if you want to appear at the Fairness Hearing you must comply with the procedures set forth in Parts 18 and 19 of the Notice below.

15. How will Class Counsel be paid?

Class Counsel have prosecuted this case on a contingent-fee basis and, so far, have not been paid anything for their services. If the Settlement is approved, then Class Counsel will ask the Court for an award of attorneys' fees, to be paid from the Settlement Fund in an amount not to exceed 33.33% of the Settlement Fund, and expenses.

Class Counsel will file with their Court their request for attorneys' fees and expenses on or before January 16, 2024, which will then be posted on www.benefyttsettlement.com.

The Settlement is not conditioned on the Court approving any specific amount of attorneys' fees and expenses. The Court will ultimately decide whether any attorneys' fees and expenses should be awarded to Class Counsel and in what amounts.

16. How do I tell the court that I don't like the settlement?

If you do not exclude yourself from the Settlement Classes, then you can object to the Settlement if you don't agree with any part of it. You can provide reasons why you think the Court should deny approval of the Settlement by filing an objection. However, you can't ask the Court to order a larger or

different type of settlement as the Court can only approve or deny the Settlement presented by the Parties. If the Court denies approval, then no settlement relief will be available to the Settlement Class Members and the lawsuit will continue. If you file a written objection, then the Court will consider your views.

To object, you must file a written statement of objection with the Court. Your written objection must (i) contain a caption or title that identifies it as an “Objection to Case Settlement in *Griffin v. Benefytt*”; (ii) include your full name, mailing address and email address(es) and contact telephone number; (iii) provide an explanation of the basis upon which you claim to be a Settlement Class Member (such as, you received this Class Notice); (iv) state whether the objection applies only to you, or to the Settlement Classes as a whole, and the reasons for your objection, accompanied by any legal or factual support for the objection; (v) disclose the name and contact information of any and all attorneys representing, advising or in any way assisting you in connection with the preparation or submission of your objection; and (vi) disclose the case name and civil action number of any other objections that you or your counsel have made in any other class action cases in the last 4 years; (vii) state whether you intend to appear at the Final Approval Hearing on your own behalf or through counsel; and (viii) be *personally* signed by you.

You may file your written statement of objection in person at, or you may mail it to, the Clerk of Court, United States District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard #108, Ft. Lauderdale, Florida 33301. However, if you are represented by your own attorney, then your attorney must file your objection through the Court’s Case Management/Electronic Case Filing (CM/ECF) system. To be considered timely and valid, all statements of objection must be filed with the Court by, or mailed sufficiently in advance to be received by the Court by **March 1, 2024**. Any Settlement Class Member who does not comply with the above deadline and requirements shall be deemed to have waived all objections to and shall be forever barred from challenging the Settlement.

17. What’s the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you do not like something about the Settlement, but that you are still willing to be bound by it if the Settlement is finally approved despite your objection. You can object only if you stay in the Settlement Classes. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Classes at all. If you exclude yourself, you will not be subject to the Settlement and therefore cannot object to the Settlement or appear at the Fairness Hearing because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you are not required to.

When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on May 30, 2024, before the Honorable Judge Anuraag Singhal at the U.S. District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard, Courtroom #110, Ft. Lauderdale, Florida 33301. At this hearing the Court will consider whether to: (1) grant final certification to the Settlement Classes for settlement purposes; (2) approve the Settlement as fair, reasonable and adequate; and (3) award any attorneys’ fees and expenses to Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. It is not possible to predict how long the Court’s decision will take.

NOTE: The Court has reserved the right to change the date and/or time of the Fairness Hearing, or to continue it, without further notice. If you plan to attend the Fairness Hearing, you should confirm the date and time shortly before traveling to attend the hearing by checking www.benefyttsettlement.com or the Court's Public Access to Court Electronic Records (PACER) system at <https://www.flsd.uscourts.gov/CMECF/default.htm>.

18. Do I have to attend the fairness hearing?

No, Class Counsel will represent the Settlement Classes at the Fairness Hearing. But you are welcome to come at your own expense. Even if you send an objection, you do not have to go to the Fairness Hearing to talk about it. As long as your objection was timely filed and meets the other requirements described in Part 16, the Court will consider it. You may also retain a lawyer at your own expense to represent you at the Fairness Hearing, but it is not necessary to do so.

19. May I speak at the fairness hearing?

You may ask the Court for permission to speak at the Fairness Hearing, but only *if* you timely file an objection in full compliance with the instructions set forth in Part 16, and *if* you also state in that objection that you would like to speak at the Fairness Hearing. However, any separate attorney you hire may appear only if he or she files through the Court's Case Management/Electronic Case Filing (CM/ECF) system a separate "Notice of Intention to Appear in *Griffin v. Benefytt*, Case No. 0:20- cv-62371-AHS." That notice must be filed with the Court no later than **May 16, 2024**. You cannot speak at the Fairness Hearing if you have excluded yourself from the Settlement Classes.

IF YOU DO NOTHING

20. What if I do nothing?

If you do nothing and the Settlement is approved and reaches Final Approval, then you will be a Settlement Class Member. Even if you do not submit a Claim Form, you will be bound by the Settlement's release and other terms, and therefore you will not be able to file your own lawsuit, continue with your own lawsuit, or be part of any other lawsuit against the Released Parties concerning any of the Released Claims.

ADDITIONAL INFORMATION

21. Where can I get additional information?

This Notice summarizes the proposed settlement. For precise terms and conditions of the Settlement, please see the full Settlement Agreement available at www.benefyttsettlement.com, by accessing the Court docket in this case through the Court's Case Management/Electronic Case Filing (CM/ECF) system at <https://www.flsd.uscourts.gov/CMECF/>, or by visiting the office of the Clerk of Court for the United States District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard #108, Ft. Lauderdale, Florida 33301, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT, THE CLERK OF THE COURT'S OFFICE OR DEFENDANTS TO INQUIRE ABOUT THIS SETTLEMENT