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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF RIVERSIDE**

9 TRAVIS THOMPSON, on behalf himself) Case No. CVRI2200129
10 and on of all others similarly situated,)
11) [Assigned for All Purposes to Honorable Harold
Plaintiff,) Hopp in Dept 1]
12)
13 vs.)
14) **[PROPOSED] ORDER GRANTING**
SELECTQUOTE INSURANCE SERVICES,) **PRELIMINARY APPROVAL OF CLASS**
15 a California Corporation; and DOES 1) **ACTION SETTLEMENT AND SETTING A**
through 100, inclusive,) **FINAL APPROVAL HEARING**
16)
Defendants.)
17) Date: September 11, 2023
18) Time: 8:30 a.m.
19) Department: 1
20) **RES. ID: Per 6/14/23 Minute Order**
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ADDITIONAL COUNSEL

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Attorneys for Plaintiff and the Class

1 On January 11, 2022, Plaintiff TRAVIS THOMPSON (“Plaintiff”) filed a putative class
2 action Complaint in Riverside Superior Court (Case No. CVRI2200129) on behalf of himself and
3 all similarly situated individuals against Defendant SELECTQUOTE INSURANCE SERVICES
4 (“Defendant” or “SelectQuote”). In the operative Second Amended Complaint (“SAC”), Plaintiff
5 alleges the following causes of action (1) Violation of Labor Code §§ 510, 558, 1194, 1194.2,
6 1197 and 1197.1; (2) Violation of Labor code §§ 226.7 and 512; (3) Violation of Labor Code §
7 226.7; (4) Violation of Labor Code § 226; (5) Violation of Labor Code § 2802; (6) Violation of
8 Bus. & Prof. Code § 17200, *et seq.*; and (7) Violation of Labor Code § 2698, *et seq.*

9 Plaintiff now seeks approval of a settlement between Plaintiff and SELECTQUOTE
10 INSURANCE SERVICES (“Defendant” or “SelectQuote”).

11 After engaging in formal written discovery, informal discovery, obtaining the putative
12 class members’ data and performing a damage analysis, the parties engaged in a full day mediation
13 with mediator Honorable Brian Walsh (Ret.) which ultimately resulted in a settlement.

14 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement was filed with the
15 Court on _____. A hearing was held before this Court on September 11, 2023.

16 The Court has considered the Class Action Settlement Agreement and Release of Claims
17 (“Settlement Agreement”), the Class Notice and all other papers filed in this action.

18 NOW THEREFORE, IT IS HEREBY ORDERED:

19 1. All defined terms contained herein shall have the same meanings as set forth in the
20 Settlement Agreement;

21 2. The Class Representative and Defendant, through their counsel of record in the
22 Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class as
23 a whole;

24 3. The Court hereby conditionally certifies the following Class for settlement
25 purposes only:

26 “All Defendant’s current and former non-exempt sales employees in
27 California who were employed at any time during the Class Period (January
28 11, 2018 through the date on which Plaintiff files a motion for preliminary
approval), excluding those former employees with who signed individual
severance and release agreements covering the claims alleged in this Action,

1 in relation to reductions in force”.

2 (Settlement Agreement ¶¶ I.C., I.I.).

3 Should for whatever reason the Settlement Agreement and Judgment not become Final, the
4 fact that the parties were willing to stipulate to certification of a class as part of the Settlement
5 Agreement shall have no bearing on, or be admissible in connection with, the issue of whether a
6 class should be certified in a non-settlement context, as to any action between the Class
7 Representative and Defendant.

8 4. The Court appoints and designates: (a) Plaintiff Travis Thompson as the Class
9 Representative and (b) Edward W. Choi of the Law Offices of Choi & Associates, Larry W. Lee
10 of Diversity Law Group, P.C., Dennis S. Hyun of Hyun Legal, APC, and William L. Marder of
11 Polaris Law Group, LLP, as Class Counsel for the Class. Class Counsel is authorized to act on
12 behalf of the Class with respect to all acts or consents required by, or which may be given,
13 pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the
14 Settlement Agreement and its terms. Any Class Member may enter an appearance through his or
15 her own counsel at such Class Member’s own expense. Any Class Member who does not enter an
16 appearance or appear on his or her own behalf will be represented by Class Counsel.

17 5. The Court hereby approves the terms and conditions provided for in the Settlement
18 Agreement.

19 6. The Court hereby preliminarily approves the Settlement Agreement and the Class
20 Settlement Fund in the amount of \$475,000.00, which is to be distributed as follows: out of the
21 Class Settlement Fund, (a) up to \$7,500.00 is to be paid to the Class Representative for his
22 services to the Class; (b) a total of up to \$158,333.33 shall be paid to Class Counsel for attorneys’
23 fees and up to \$30,000.00 reimbursement of actual costs incurred; and (c) the Settlement
24 Administrator shall be paid for its fees and costs relating to the settlement administration process
25 in the amount of up to \$10,500.00.

26 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be
27 within the range of reasonableness of a settlement, Class Representative service award, Class
28 Counsel fees and costs, the settlement administration fees, and the allocation of payments to

1 Qualified Claimants, that could ultimately be given final approval by this Court. It appears to the
2 Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential
3 Class Members when balanced against the probable outcome of further litigation relating to
4 liability and damages issues. It also appears that extensive and costly investigation, research, and
5 court proceedings have been conducted so that counsel for the parties are able to reasonably
6 evaluate their respective positions. It appears to the Court that settlement at this time will avoid
7 substantial additional costs by all parties, as well as avoid the delay and risks that would be
8 presented by the further prosecution of the Litigation. It also appears that settlement has been
9 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

10 8. A hearing (the “Final Approval Hearing”) shall be held before this Court on
11 _____ at 8:30 a.m. in Department 10 of the Superior Court of the State of California,
12 County of Riverside to determine all necessary matters concerning the Settlement Agreement,
13 including whether the proposed settlement of the action on the terms and conditions provided for
14 in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by
15 the Court and whether a Judgment, as provided in the Settlement Agreement, should be entered
16 herein. At this same time, a hearing on Class Counsel’s motion for attorneys’ fees and
17 reimbursement of litigation costs and the Class Representative’s service award shall also be held.

18 9. The Court hereby approves, as to form and content, the Notice of Pendency of
19 Class Action and Proposed Settlement (“Class Notice”), Request for Exclusion Form (“Opt Out
20 Form”) and Objection Form (“Objection Form”) that are attached as Exhibits A, B and C to this
21 Order.

22 10. The Court appoints and designates Phoenix Settlement Administrators as the
23 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
24 approved Class Notice, Opt Out Form and Objection Form within twenty four (24) calendar days
25 of the Preliminary Approval Order using the procedures set forth in the Settlement Agreement.
26 The Settlement Administrator is further ordered to file with the Court a declaration with copies of
27 any exclusions or objections it received to the proposed settlement concurrently with the filing of
28 the Motion for Final Approval of the Settlement.

1 11. Any Class Member may choose to opt out of and be excluded from the settlement
2 as provided in the Settlement Agreement and Class Notice and by using the Opt Out Form or by
3 following the instructions for requesting exclusion. Any person who timely and properly opts out
4 of the settlement will not be bound by the Settlement Agreement or have any right to object,
5 appeal, or comment thereon. Any Opt Out request must be in writing and signed by each such
6 Class Member opting out and must otherwise comply with the requirements delineated in the and
7 Class Notice. Class Members who have not requested exclusion by submitting a valid and timely
8 Opt Out request, by the Opt Out Deadline, shall be bound by all determinations of the Court, the
9 Settlement Agreement, and Judgment.

10 12. Any Class Member may object to and/ or express his or her views regarding the
11 Proposed Settlement and may present evidence and briefs or other papers that may be proper and
12 relevant to the issues to be heard and determined by the Court as provided in the Class Notice to
13 the Settlement Administrator. Any Class Member must make his or her objection in the manner
14 provided for in the Settlement Agreement and Class Notice. Any Class Member that serves a
15 proper written objection does not need to appear at the Motion for Final Approval for that Class
16 Member's objection to be considered. Class Counsel will provide notice to any objecting party of
17 any continuance of the hearing of the Motion for Final Approval by first class mail.

18 13. Defendant must exercise any right it may have to terminate the Settlement.
19 Agreement by no later than fourteen (14) calendar days prior to the final fairness hearing.

20 14. The Motion for Final Approval shall be filed by the Class Representative no later
21 than sixteen (16) court days before the Final Approval Hearing.

22 15. The Court reserves the right to adjourn or continue the date of the Final Approval
23 Hearing and all dates provided for in the Settlement Agreement. In the event the hearing date is
24 continued, Class Counsel will provide notice to any objecting party of any continuance of the
25 hearing of the Motion for Final Approval by first class mail. The Court retains jurisdiction to
26 consider all further applications arising out of or connected with the Settlement Agreement.

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IT IS SO ORDERED.

DATED: _____

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT A

Thompson v. SelectQuote Insurance Services
SETTLEMENT ADMINISTRATOR
[INSERT SETTLEMENT ADMINISTRATOR]

IMPORTANT LEGAL MATERIALS

Barcode39 - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Name3>>

<<Name4>>

<<Address1>>

<<Address2>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

Thompson v. SelectQuote Insurance Services
Case No. CVRI2200129

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED
SETTLEMENT**

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>>
THROUGH THIS CLASS ACTION SETTLEMENT.**

To: All current and former non-exempt sales employees in California who were employed by SelectQuote at any time between January 11, 2018 through [INSERT DATE OF FILING PRELIM MOTION], excluding those former employees with enforced individual severance and release agreements covering the claims alleged in this Action, in relation to reductions in force

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.**

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because the court granted preliminary approval of a proposed settlement (the “Settlement”) in the class action and representative lawsuit entitled *Thompson v. SelectQuote Insurance Services* Case No. CVRI2200129 (hereinafter referred to as the “Action”) on **[INSERT DATE OF PRELIMINARY APPROVAL]**.

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 15, below.

2. WHAT IS THE ACTION ABOUT?

On January 11, 2022, Plaintiff filed a putative class action Complaint against Defendant SelectQuote Insurance Services (“SelectQuote” or “Defendant”) in Riverside Superior Court (Case No. CVRI2200129) on behalf of himself and all allegedly similarly situated individuals, asserting causes of action 1) Failure to pay minimum wages and overtime wages; 2) Failure to provide required meal periods; 3) Failure to provide accurate itemized wage statements; 4) Failure to provide wages when due; and 5) Unfair competition. On June 9, 2022, Plaintiff filed a First Amended Complaint adding a cause of action for Violation of Labor Code §2698, et seq. (“PAGA”). On March 13, 2023, Plaintiff filed a Second Amended Complaint for alleging additional violations of Labor Code §§ 226.7 and 512 for noncompliant rest periods and Labor Code §2802 for failure to reimburse for business expenses (“Operative Complaint”). On April 10, 2023, Defendant SelectQuote filed an Answer to the Operative Complaint.

SelectQuote vehemently denies the allegations in the Action and is prepared to continue to defend the action vigorously. No court has made any ruling on the merits in the Action. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiff brought his case as a class action.

In the Action, the Plaintiff seeks to represent you on a class and representative basis. SelectQuote is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt sales employees in California who were employed at any time during the Class Period (January 11, 2018 through the date on which Plaintiff files a motion for preliminary approval), excluding those former employees with enforced individual severance and release agreements covering the claims alleged in this Action, in relation to reductions in force.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on [INSERT DATE], in the Superior Court of the State of California for the County of Riverside, at which time Judge Harold W. Hopp preliminarily approved the Settlement. The Settlement will resolve the Class Members' claims for violation of Labor Code §§201, 202, 203, 204, 218.5, 223, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1400-1403, 2800, 2802 that arose during the Class Period.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by SelectQuote that the claims in the Actions have merit or that SelectQuote has any liability to the Plaintiff or the Class Members on those claims. No court has made any ruling on the merits of the Action.

The parties have agreed to settle the case for \$475,000.00 ("Gross Settlement Amount"). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys' fees not to exceed \$158,333.33 (33 1/3%) of the Gross Settlement Amount; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, which are expected to not exceed \$30,000.00; (3) service payment to the Named Plaintiff for services in the Action and in exchange for a full general release from him, in an amount not to exceed \$7,500; (4) \$10,500 for administration settlement costs; and (5) a payment of \$37,500 to the State of California's Labor and Workforce Development Agency in connection with settlement of the claims under PAGA. The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement Class Members and/or PAGA aggrieved employees. This amount is known as the "Settlement Share."

Each Class Member will receive a Settlement Share based on their pro-rata share of the Net Settlement Amount based on the number of workweeks worked for Settlement Class Members who do not validly opt-out of this Settlement. In other words, the Net Settlement Amount will be divided by the total number of workweeks worked by all Settlement Class Members and then multiplied by the total number of workweeks worked by each Settlement Class Member during the Class Period.

Your estimated Settlement payments is <<Estimated Payment>>.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Order and Judgment. Upon entry of the Final Order and Judgment, you will release the following claims, and will be barred

from prosecuting any and all such claims, against SelectQuote, its past and present officers, directors, employees and agents:

1. Participating Class Members. Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount (plus employer-side payroll taxes) in accordance with Paragraph III.E.9 of this Agreement, Defendant and the Released Parties shall be entitled to a release from the Participating Class Members for any and all claims that were alleged in the Action or which could have been asserted based on the factual allegations asserted in the Action. Specifically, without limitation, Settlement Class Members will release claims under Cal. Lab. Code §§ 201, 202, 203, 204, 218.5, 223, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1400-1403, 2800, 2802, and the IWC Wage Orders, and the federal Fair Labor Standards Act, and for unlawful and/or unfair business practices under Cal. Bus. & Prof Code § 17200 et seq, to the extent such claims are predicated on a released claim; and any claim for attorneys' fees and costs related to the above-referenced released claims. The doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel shall fully and broadly apply to Released Claims and the release in this Settlement to the greatest effect and extent permitted by law.

2. Aggrieved Employees. Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount in accordance with Paragraph III.E.9 of this Agreement, the State of California and Plaintiff hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in Plaintiff's letter to the LWDA and amendment thereto, and those based solely upon the facts alleged in the letter to the LWDA and amendment thereto during the PAGA Period. However, to the extent the LWDA has released the PAGA claims in connection with this Agreement, no Aggrieved Employee may pursue these same PAGA claims released here in another action. The Aggrieved Employees are collaterally estopped from pursuing the PAGA claims released and compromised by the LWDA. After the Court grants final approval of the settlement, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the Aggrieved Employees during the PAGA Period. Plaintiff does not release any Aggrieved Employees' claim for wages and damages. This does not preclude the release of wages and damages by the Settlement Class Members as set forth in Paragraph III.F.1. The Aggrieved Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The Aggrieved Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their portion of the PAGA Payment or exclude themselves from the settlement in accordance with Paragraph III.E.3.c.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Class Action Settlement Agreement and Release of Claims between Plaintiff and Defendant SelectQuote Insurance Services, filed on August 17, 2023 which can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 during normal business hours or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately 90 days after the Final Approval Hearing on [INSERT DATE], if the Settlement is approved, and no later appeal is filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before or at the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, and receive a settlement payment unless you timely request to be excluded from the settlement and submit the exclusion form provided to you. To object, in writing, you should mail your written objection to the Settlement Administrator at the addresses listed below by [INSERT OBJECTION DEADLINE], 45 days after the date of mailing of this Notice:

- Settlement Administrator:

Thompson v. SelectQuote
SETTLEMENT ADMINISTRATOR NAME
[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]
Toll-free number: [TBD]

Any written objections shall state each specific reason for your objection and any legal support for each objection. You may use the enclosed Objection Form and state the reason for your objection. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you may use the enclosed exclusion form and mail it to the Settlement Administrator at the following address:

Thompson v. SelectQuote
SETTLEMENT ADMINISTRATOR NAME
[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]

To be valid, a written request for exclusion can be made by utilizing the enclosed Request for Exclusion Form or must state that you wish to be excluded, and (1) must contain your name (and former names, if any), current address; (2) must be signed by you; (3) must be postmarked on or before [EXCLUSION DEADLINE]; and (4) returned to the Settlement Administrator at the address listed above.

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

Even if you choose to exclude yourself from the class settlement, if you are a PAGA Aggrieved Employee, you will still receive your share of the portion of the settlement allocated to the PAGA claims, and you will still be bound by the release of PAGA claims.

10. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

The Plaintiff individually will request a service award of up to \$7,500 for his services as the Representative and for his efforts in bringing the Action. In exchange for this payment, Plaintiff will also execute an individual general release. The Court will make the final decision as to the amount of the service award to be paid to the Plaintiff. Plaintiff's Application for his service award can be viewed at the Courthouse after [INSERT DATE], during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below). Plaintiff's Application will be available for review by no later than [INSERT DATE].

11. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interests of Named Plaintiff and the Class Members are represented by counsel for Named Plaintiff as follows:

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(Collectively, “Class Counsel”). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed 33 1/3% of the total settlement amount (in other words, up to \$ \$158,333.33) for their attorneys’ fees and litigation costs not exceeding \$30,000. A copy of Class Counsel’s application for attorneys’ fees and costs can be viewed at the Riverside Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501 after **[INSERT DATE – 16 COURT DAYS BEFORE FINAL APPROVAL]**, during normal business hours or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. The actual amount awarded to Class Counsel will be determined by the Court.

13. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to Thompson.

14. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on [INSERT DATE and TIME] a.m., in Department 1 of the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 (“Final Approval Hearing”).

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing to have your objection considered by the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial. If you served a timely objection with the Settlement Administrator, you will be provided with notice of any continuances of the final approval hearing by first class mail.

15. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

16. HOW DO I GET MORE INFORMATION?

To see a copy of the Class Action Settlement Agreement and Release of Claims between Plaintiff and Defendant SelectQuote Insurance Services filed on August __, 2023, (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the *Thompson* lawsuit, and other filed documents related to Thompson's lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California for the County of Riverside, Historic Courthouse, 4050 Main St, Riverside, CA 92501 or viewed online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Thompson v. SelectQuote Class Action Settlement.

Thompson v. SelectQuote
SETTLEMENT ADMINISTRATOR NAME
[INSERT INFO]

You may also contact the attorneys for the Class, whose names and contact information is listed above.

17. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

EXHIBIT B

REQUEST FOR EXCLUSION FORM

THOMPSON v. SELECTQUOTE INSURANCE SERVICES

Case No. CVRI2200129

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE INSERT DATE, 2023, TO: INSERT SETTLEMENT ADMINISTRATOR INFORMATION.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT DO NOT SUBMIT THIS FORM.

**[] By checking the box to the left, and signing and completing the below, I agree to the following:
I do not want to participate in the settlement in THOMPSON v. SELECTQUOTE INSURANCE SERVICES Case No. CVRI2200129**

I understand by not participating and excluding myself from the settlement, that I will not receive any money from the settlement.

Executed on _____, 2023

Signature: _____

EXHIBIT C

OBJECTION FORM

THOMPSON v. SELECTQUOTE INSURANCE SERVICES

Case No. CVRI2200129

TO OBJECT TO THE SETTLEMENT YOU MUST FILL OUT, SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE, 2023, TO: **INSERT SETTLEMENT ADMINISTRATOR INFORMATION**.**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

TELEPHONE NUMBER _____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED SETTLEMENT.

I object to the settlement for the following reasons:

Executed on _____, 2023

Signature: _____