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AMENDMENT TO CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE AGREEMENT

This Amendment to Class Action and Private Attorneys General Act Settlement and Release Agreement (the "Amendment") is made by and between Plaintiff Terica Funes ("Plaintiff") and Defendants Nationwide Life and Annuity Insurance Company ("NLAIC") and Nationwide Mutual Insurance Company ("NMIC") (collectively, "Defendants"), by and through their respective undersigned duly authorized representatives. This Amendment amends that certain Class Action and Private Attorneys General Act Settlement and Release Agreement (the "Settlement Agreement") fully executed by Plaintiff and Defendants on April 29, 2026, in accordance with Section XVII(L) of the Settlement Agreement.

RECITALS

A. Pursuant to Section XVII(L) of the Settlement Agreement, the Settlement Agreement may be amended and modified only by a writing duly executed by authorized representatives of each of the Parties.

B. Pursuant to Stipulation of the Parties, and Order of the Court dated July 8, 2026, the operative complaint in the Class Action is the Second Amended Complaint filed on July 9, 2026.

C. The Parties wish to Amend the Class Action And Private Attorneys General Act Settlement And Release Agreement to address the Court's instructions set forth in the Court's October 11, 2026, Tentative Ruling granting preliminary approval of class action settlement subject to the Parties making the following revisions to the Settlement Agreement: (i) modify the release of class claims in Section XV(A)(1) to specify that Class Members will release claims alleged in, or arising out of facts asserted in, the operative Second Amended Complaint rather than "in either Action, or Plaintiff's LWDA letter"); (ii) modify the PAGA release in Section XV(B)(1) to specify that PAGA Group Members will release claims alleged in, or arising out of facts asserted in, the operative Second Amended Complaint (instead of "the Actions") and Plaintiff's LWDA letters; (iii) remove the sentence in Section XV(A)(1)(a) regarding the res judicata effect of the Settlement because rest judicata "can be tested only in a subsequent action" and (iv) remove the presumption in Section V(D) that notice has been received if not returned within 30 days of mailing and require the administrator to continue efforts to locate updated addresses for returned notices throughout the 60-day notice period.

The Parties hereby agree as follows:

I. AMENDMENTS

A. Section V(D) of the Settlement Agreement is hereby deleted and replaced with the following:

Re-mailing Of Returned Notices. Any mailing returned to the Settlement Administrator as undeliverable shall be sent **within three (3) business days** via First Class U.S. Mail to the forwarding address affixed thereto, if applicable. If no forwarding address is provided, the

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Settlement Administrator shall attempt to determine the correct address again using a robust skip trace database to update and correct any known or identifiable address changes. Following this procedure, the Settlement Administrator shall perform a re-mailing via First Class U.S. Mail within three (3) business days. The Settlement Administrator's efforts to locate updated addresses shall continue through the sixty (60) calendar day notice period, through the Response Deadline. This includes any Class Notice that is returned as undeliverable more than once. For each such notice, the Settlement Administrator shall keep using reasonable address-tracing methods during the notice period and shall promptly re-mail the Class Notice to any updated address it finds.

B. In Section XV(A)(1) of the Settlement Agreement, **replace** the words "either Action, or Plaintiff's LWDA letters, or which could have been pled based on the facts alleged in either Action" **with the following**: "the operative Second Amended Complaint, or which could have been pled based on the facts alleged in the operative Second Amended Complaint"

C. Section XV(A)(1)(a) of the Settlement Agreement is hereby deleted.

D. In Section XV(B)(1) of the Settlement Agreement, **replace** the words "pled in the Actions, or Plaintiff's LWDA letters, or that could have been asserted based on the facts alleged in the Actions" **with the following**: "pled in the operative Second Amended Complaint, or Plaintiff's LWDA letters, or that could have been asserted based on the facts alleged in the operative Second Amended Complaint or Plaintiff's LWDA letters"

II. EFFECT OF AMENDMENTS

Except as and to the extent expressly modified by this Amendment, the Settlement Agreement, as so amended, will remain in full force and effect in all respects. Each reference to the "Agreement" or "Settlement Agreement" in the Settlement Agreement will refer to the Settlement Agreement as amended by this Amendment.

III. COUNTERPARTS

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile or other electronic means shall be as effective as delivery of a manually executed signature page of this Settlement Agreement.

[signatures follow on next page]

SIGNATURES

LAVI & EBRAHIMIAN, LLP, as duly authorized representative of Plaintiff Terica Funes

Dated: 10/13/2026 Joseph Lavi

Joseph Lavi
Vincent Granberry
Attorneys for Plaintiff
Terica Funes

JONES DAY, as duly authorized representative of Defendants Nationwide Life and Annuity Insurance Company and Nationwide Mutual Insurance Company

Dated: _____ _____

Koree B. Wooley
Attorneys for Defendants