

MODIFICATION TO THE SETTLEMENT AGREEMENT

This modification to the Settlement Agreement (“Modification”) is entered into by and between plaintiffs Regina Thompson, Courtney Thorson and Michael J. Lucci, Jr., on behalf of themselves and on behalf of all others similarly situated, defined in the Settlement Agreement between the Parties as Settlement Class Members (“Plaintiffs”), and Defendants, The Travelers Companies, Inc., Travelers Indemnity Company, St. Paul Protective Insurance Co., as defined below (“Defendants”), on the other (collectively referred to as the “Parties” or singularly “Party”) to effect the settlement set forth herein, subject to Court approval.

WHEREAS, the Parties wish to execute a Modification of the Settlement Agreement entered into on October 29, 2025 (“Settlement Agreement”) as provided below:

NOW, THEREFORE, the Parties, by and through undersigned attorneys of record who are duly authorized to enter into this modification on behalf of their respective clients, hereby agree as follows:

1. Paragraph 51 of the Settlement Agreement is modified as follows:

The Claims Administrator shall rent a post office box to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications. Only the Claims Administrator and their designated agents shall have access to this post office box, except as otherwise expressly provided in this Agreement.

2. Paragraph 109 of the Settlement Agreement is modified as follows:

Upon recommendation of class counsel and defense counsel, the Court shall appoint as the Neutral Evaluator a neutral third party who will be the binding arbiter of any

disagreements between the Settlement Class Members and Defendants as to the amount due, if any, to Settlement Class Members that submit a valid Claim Form. All decisions of the Neutral Evaluator shall be final and binding. Neither Defendants nor the Named Plaintiffs, nor any of the Parties' counsel, shall be liable for any act, or failure to act, of the Neutral Evaluator.

3. Paragraph 123 of the Settlement Agreement is modified as follows:

The Parties will request that the Court retain continuing jurisdiction for the specific purpose of enforcing the Settlement.

4. The Proposed Final Approval Order, attached to the Settlement Agreement as Exhibit C shall be submitted as reflected in Exhibit A to this modification.

5. The "Class Notice or Notice", attached to the Settlement Agreement as Exhibit B shall be modified as reflected in Exhibit B to this modification.

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In Witness Whereof, the Parties hereto, acting by and through their respective Counsel
of record, have so AGREED:

Dated: 12/11/25

DENITTIS OSEFCHEN PRINCE, PC

/s/James A. Barry
James A Barry
Counsel for Plaintiffs

And

Michael A. Galpern
Daniel E. Rosner
JAVERBAUM WURGAFT HICKS
KHAN WIKSTROM AND SININS, P.C.

And

James C. Shah
MILLER SHAH LLP

And

Richard J. Albuquerque
D'ARCY JOHNSON DAY

And

Marian I. Kelly
POPJOY & KELLY, LLC

And

Michael W. Glaze
HOFFMAN DIMUZIO

Dated: 12/11/25

DENTONS US LLP

/s/Steven M. Levy
Steven M. Levy
Erika Lopes-McLeman
Counsel for Defendants