

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

STARK & STARK, P.C.
100 American Metro Boulevard
Hamilton, New Jersey 08619
609-895-9060
Martin P. Schrama, Esq.
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GORMAN & GORMAN, LLC
Liberty View, Suite 400
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Cherry Hill, NJ 08002
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Scott B. Gorman, Esq.
Email: sbgorman@gormanlegal.com

Counsel for Plaintiffs and Settlement Classes

DUANE BUCK AND ANN BUCK,
on Behalf of Themselves and All Others
Similarly Situated,

Plaintiffs,

vs.

AMERICAN GENERAL LIFE INSURANCE
COMPANY,

Defendant.

Document Electronically Filed

CIVIL ACTION

Case No. 1:17-cv-13278-CPO-EAP

Hon. Christine P. O'Hearn, U.S.D.J.

Hearing Date: September 29, 2023

**NOTICE OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
CERTIFICATION OF
SETTLEMENT CLASSES**

TO: Andrew P. Fishkin
FISHKIN LUCKS LLP
One Gateway Center, Suite 1150
Newark, NJ 07102

Aaron Loterstein
FISHKIN LUCKS LLP

500 7th Ave, 8th Floor
New York, NY 10018
Attorneys for Defendant

COUNSEL:

PLEASE TAKE NOTICE that Plaintiffs, through their attorneys, Stark & Stark, P.C., and Gorman & Gorman, LLC, will move this Court, before the Honorable Christine P. O’Hearn, U.S.D.J., at the United States District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, New Jersey 08101, at the Fairness/Final Approval Hearing scheduled by the Court on **September 29, 2023**, for an Order for: Final Approval of the Settlement Agreement and Certification of the Settlement Classes; Approval of the Settlement Administrator’s administrative costs; Approval of Class Counsels’ Attorneys’ Fees and costs; and Approval of Class Representatives’ Incentive Awards.

In support of their Motion, Plaintiffs shall rely upon the annexed Memorandum of Law, and supporting Declarations.

DATED: September 19, 2023

s/ Martin P. Schrama

Martin P. Schrama, Esq.
Stefanie Colella-Walsh, Esq.
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100 American Metro Boulevard
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Attorneys for Plaintiffs

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Hon. Christine P. O'Hearn, U.S.D.J.

Hearing Date: September 29, 2023

DECLARATION OF COUNSEL

Martin P. Schrama, Esquire, hereby declares as follows:

1. I am an attorney-at-law of the State of New Jersey and a member of the law firm of Stark & Stark, P.C., co-counsel for Plaintiffs and the Settlement Classes in this matter. I submit this Declaration in further support of Plaintiffs' Unopposed Motion for: Final Approval of the Settlement Agreement and Certification of the Settlement Classes; Approval of the Settlement Administrator's administrative costs; Approval of Class Counsels' Attorneys' Fees and costs; and Approval of Class Representatives' Incentive Awards.

2. I am the chair of our firm's class and mass action group, am certified by the Supreme Court of New Jersey as a civil trial attorney, and have specialized in complex litigation for approximately 26 years. My firm website biography and list of representative cases is attached to my Declaration

in support of Plaintiffs' successful Motion for Preliminary Approval. [ECF Doc. 101, at Exhibit 3 to Declaration of Counsel] Our firm currently bills my time at \$750 per hour.

3. My partner, Stefanie Colella-Walsh is a shareholder in our firm's class and mass action group, specializes in complex litigation, and has practiced for approximately 16 years. Ms. Colella-Walsh's firm website biography and list of representative cases is attached to my Declaration in support of Plaintiffs' successful Motion for Preliminary Approval. [ECF Doc. 101, at Exhibit 3 to Declaration of Counsel] Our firm currently bills Ms. Colella-Walsh's time at \$725 per hour.

4. Attached hereto as **Exhibit A** is a statement of our firm's out-of-pocket costs in this matter, currently totaling \$89,650.49.

5. Our firm's attorney time expended in this matter totals 1,726.24 hours, as of August 31, 2023:

STARK & STARK, P.C. – ATTORNEY TIME

| Dates | Billing Attorney | Position | Years Experience | Billing Rate | Hours Billed |
|-----------------------|------------------------------|-------------|------------------|--------------|-----------------|
| 12/5/2016 – 8/31/2023 | Martin P. Schrama, Esq. | Shareholder | 26 | \$750 | 1,383.52 |
| 12/5/2016 – 8/31/2023 | Stefanie Colella-Walsh, Esq. | Shareholder | 16 | \$725 | 342.72 |
| TOTAL | | | | | 1,726.24 |

This does not include paralegal time or the time anticipated to finalize the Settlement. We have maintained, and will provide at the Court's request for review, the details of the time entries of each attorney. At the above-referenced hourly rates, without any multiplier, the time listed equals \$1,286,112. Our firm's one-half share of the requested one-third attorneys' fee award would be \$774,922.50.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: September 19, 2023

/s/ Martin P. Schrama
Martin P. Schrama, Esquire

Exhibit A

| COST REPORT - AMERICAN GENERAL LIFE INSURANCE COMPANY / AGLIC CLASS ACTION SUIT | | | | | |
|---|-----------------------|---------------|----------------------------|---------------|--|
| <u>Date</u> | <u>Description</u> | <u>Amount</u> | <u>Payee</u> | <u>Status</u> | <u>Narrative</u> |
| 06/24/2017 | Litigation Expense | 19.00 | SCOTT GORMAN | Paid | Certified Mail to Defendants |
| 01/17/2018 | Filing Fee | 400.00 | WELLS FARGO | Paid | Filing Fee |
| 01/28/2018 | Service Fee | 69.00 | NEW JERSEY LAWYERS SERVICE | Paid | Service of Process |
| 02/02/2018 | Expert Fee | 6,000.00 | CANTERBURY CONSULTING, LLC | Paid | Insurance Actuarial/Expert |
| 05/08/2018 | Travel | 40.00 | CRAIG HILLIARD | Paid | Travel at .53 per mile and parking. |
| 06/04/2018 | Experts Fees and Meal | 821.78 | CRAIG HILLIARD | Paid | Conference with experts, counsel and clients. |
| 06/22/2018 | Litigation Expense | 25.00 | SCOTT GORMAN | Paid | Certified Mail to Defendants |
| 02/27/2019 | Litigation Expense | 25.10 | PACER SERVICE CENTER | Paid | Docket and Printing Fee |
| 02/28/2019 | Litigation Expense | 53.00 | PACER SERVICE CENTER | Paid | Docket and Printing Fee |
| 03/08/2019 | Litigation Expense | 219.00 | SCOTT GORMAN | Paid | Purchased Life Insurance and Modified Endowment Contracts, (Society of Actuaries, 2015), DesRochers, Adney, et al. |
| 04/01/2019 | Litigation Expense | 115.00 | SCOTT GORMAN | Paid | Purchased A.M. Best Report re American General Life Insurance Co |
| 05/15/2019 | Travel | 47.56 | STEFANIE COLELLA-WALSH | Paid | Travel at .53 per mile and parking. |
| 05/15/2019 | Travel | 47.56 | MARTIN P. SCHRAMA | Paid | Travel at .53 per mile and parking. |

| | | | | | |
|------------|-------------------------------|-----------|-----------------------------------|----------|--|
| 05/24/2019 | Travel | 57.56 | STEFANIE COLELLA-WALSH, ESQ | Paid | Travel at .53 per mile and parking. |
| 05/24/2019 | Travel | 47.56 | MARTIN P. SCHRAMA, ESQ. | Paid | Travel at .53 per mile and parking. |
| 11/16/2019 | Expert Fee | 8,325.00 | TILDEN AND ASSOCIATES | Invoiced | Insurance Actuarial/Expert |
| 11/26/2019 | Expert Fee | 1,492.75 | MARAGELL CORPORATE INVESTIGATIONS | Paid | ESI Liaison/Expert |
| 01/28/2020 | Travel, Experts Fees and Meal | 230.00 | SCOTT GORMAN | Paid | Conference with experts, counsel and travel (multiple days). |
| 03/18/2020 | Litigation Expense | 695.00 | VERITEXT | Paid | Transcripts |
| 03/27/2020 | Litigation Expense | 72.81 | FED EX | Paid | FED EX Delivery |
| 04/15/2020 | Deposition Transcript | 1,908.65 | VERITEXT | Paid | Transcripts |
| 08/06/2020 | Expert Fee | 8,550.00 | CANTERBURY CONSULTING, LLC | Paid | Insurance Actuarial/Expert |
| 08/27/2020 | Litigation Expense | 111.75 | NEW JERSEY LEGAL | Paid | Formatting and filing - appeal papers |
| 09/03/2020 | Expert Fee | 3,450.00 | CANTERBURY CONSULTING, LLC | Paid | Insurance Actuarial/Expert |
| 10/20/2020 | Litigation Expense | 1,785.70 | VERITEXT MID-ATLANTIC | Paid | Transcripts |
| 11/15/2020 | Litigation Expense | 72.00 | FED EX | Paid | FED EX Delivery |
| 12/15/2020 | Litigation Expense | 243.26 | NEW JERSEY LEGAL | Paid | Formatting and filing - appeal papers |
| 12/22/2020 | Expert Fee | 15,300.00 | CANTERBURY CONSULTING, LLC | Paid | Insurance Actuarial/Expert |

| | | | | | |
|------------|--------------------|-----------|---|----------|---------------------------------------|
| 01/19/2021 | Expert Fee | 10,000.00 | BUSINESS AUTOMATION ASSOCIATES, INC. | Paid | Software Programming/Expert |
| 02/26/2021 | Expert Fee | 8,100.00 | CANTERBURY CONSULTING, LLC | Paid | Insurance Actuarial/Expert |
| 03/04/2021 | Expert Fee | 12,900.00 | CANTERBURY CONSULTING, LLC | Paid | Insurance Actuarial/Expert |
| 03/12/2021 | Litigation Expense | 119.73 | NJ LEGAL | Paid | Formatting and filing - appeal papers |
| 04/06/2021 | Litigation Expense | 153.31 | NEW JERSEY LEGAL | Paid | Formatting and filing - appeal papers |
| 09/02/2021 | Expert Fee | 505.00 | MARAGELL CORPORATE INVESTIGATIONS | Paid | ESI Liaison/Expert |
| 03/25/2022 | Expert Fee | 328.41 | MARAGELL CORPORATE INVESTIGATIONS | Paid | ESI Liaison/Expert |
| 05/06/2022 | Expert Fee | 7,320.00 | TILDEN AND ASSOCIATES | Invoiced | Insurance Actuarial/Expert |
| | Total | 89,650.49 | | | |

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

Scott B. Gorman, Esquire
GORMAN & GORMAN, LLC
Liberty View, Suite 400
457 Haddonfield Road
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Tel: (856) 665-4300
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Attorneys for the Plaintiffs

DUANE BUCK AND ANN BUCK, on Behalf of }
Themselves and All Others Similarly Situated, }

Plaintiffs, }

v. }

American General Life Insurance Company, }

Defendant }

Case No.: 1:17-cv-13278-
CPO-EAP

DECLARATION OF SCOTT B. GORMAN, ESQUIRE

In accordance with the provisions of 28 U.S.C. § 1746, Scott B. Gorman, Esquire, declares as follows:

1. I am licensed to practice law in the States of New Jersey, Pennsylvania and Florida. I have personal knowledge of the facts set forth in this Declaration.

2. I am one of the founding members of the law firm Gorman & Gorman, LLC. I have been practicing law for over forty-two (42) years. During these years, except for practicing law for one year in the employ of government, substantially all of

my time has been devoted to representing clients in civil litigation and to helping clients avoid civil litigation. For approximately the last thirty-seven years (37) years, my practice has been almost exclusively devoted to handling cases involving claims for breach of contract (and the claims related to such contract disputes), with a heavy concentration of such cases involving the insurance industry. A majority of my professional time since the early 1990s has been devoted to representing policyholders and insurance agents in claims against insurance companies. I have represented plaintiffs in numerous class action and mass tort cases which have included: (a) serving as co-lead counsel in a class action against Reliance Insurance Company by all of its agents in New Jersey for its failure to pay commissions earned by the agents and settling the case for 100% of all commissions owed; and (b) serving as lead counsel responsible for damages and insurance law issues in *In re Prudential Life Insurance Company Tort Litigation* (Mass Tort Court, N.J. Super. Ct.) which settled for a confidential sum following mediation with Kenneth Feinberg.

3. My normal hourly rate, in cases which are not on a contingency fee basis, is Five Hundred Twenty Dollars (\$520.00) per hour for my services.

4. The present case has involved many novel issues.

5. The Retainer Agreement signed on December 6, 2017, by the class action representatives, Ann Buck and Duane Buck, as well as by Stark & Stark, P.C., and Gorman & Gorman, LLC, provides that Plaintiffs' "Counsel shall be entitled to recover the greater of (a) one-third (i.e., 33 1/3%) of the value of the total recovery or settlement in the case, with such total value to include the value of any attorneys' fees awarded by the Court or designated in the settlement agreement, judgment or award; or (b) the

value of Counsel's time billed at their regular hourly rates."

6. The Co-Counsel Agreement signed by Stark & Stark, P.C., and Gorman & Gorman, LLC, provides that all attorneys' fees recovered "will be equally distributed between Stark & Stark, P.C., and Gorman & Gorman, LLC, (with 50% of such fees being paid to each of them)."

7. My time records contemporaneously recorded the time devoted to this case, which I can provide to the Court's in specific detail, document the more than 4,100 hours that I devoted between November 2016 and August 2023:

4,100 hours x \$520 per hour = \$2,132,000.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 7, 2023.

s/ Scott B. Gorman
Scott B. Gorman, Esquire

**UNITED STATES DISTRICT COURT
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Defendant.

CIVIL ACTION

Case No. 1:17-cv-13278-CPO-EAP

Hon. Christine P. O’Hearn, U.S.D.J.

**DECLARATION OF SETTLEMENT
ADMINISTRATOR IN SUPPORT OF
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND CERTIFICATION
OF SETTLEMENT CLASSES**

I, RYAN ALDRIDGE, hereby declare and state as follows:

I. INTRODUCTION

1. I am a Project Manager for the Court-appointed Settlement Administrator, Postlethwaite & Netterville, APAC (“P&N”),¹ a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. As the Project Manager, I am personally familiar with the facts set forth in this Declaration.

2. I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge as well as information provided by other experienced employees working under my supervision.

¹ As of May 21, 2023, the directors & employees of Postlethwaite & Netterville, APAC (“P&N”) joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named as an entity, EAG Gulf Coast, LLC employees will service work contracted with P&N.

II. BACKGROUND

3. On June 15, 2023, the Court entered its Preliminary Approval Order, preliminarily approving the Settlement Agreement and appointing P&N as Settlement Administrator in this case. After the Court's preliminary approval of the Settlement, P&N began to implement and coordinate the Notice Program.

4. I submit this Declaration to evidence and establish P&N's compliance with the terms of the Preliminary Approval Order and detail P&N's execution of its role as the Settlement Administrator.

III. CLASS NOTICE PROGRAM EXECUTION

5. **Notice Database.** P&N maintains a database of 20,804 Identified Damages Settlement Class Members ("Class Notice List") which was used to effectuate the notice campaign as outlined in the Settlement Agreement. P&N received the Class data on June 22, 2023, in one Excel file containing a total of 20,812 records. After deduplicating the data, P&N determined that the Identified Damages Settlement Class consists of 20,804 unique records. After reviewing the Class data, P&N identified mailing address sufficient to attempt mailing the Short-Form Class Notice for 20,286 Class Members. The remaining 518 records either (a) did not contain mailing information, or (b) the contact information was insufficient to attempt mailing the Short-Form Class Notice or performing a skip trace search.

6. **Mail Notice.** P&N coordinated and caused the Short-Form Class Notice to be mailed via U.S. First-Class Mail ("Postcard Notice") to Identified Damages Settlement Class Members for which a mailing address was available from the Class data. The Postcard Notice included (a) the web address to the case website for access to additional information, (b) a description of the rights and options as a Class Member and the dates by which to act on those options, and (c) the date of the Final Approval Hearing. The Postcard Notice mailing was

completed on July 12, 2023, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**.

7. **Mailing Address Validation.** Prior to the mailing, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. Of the 20,286 Identified Damages Settlement Class Member records with a mailing address, 32 records did not successfully pass the address validation procedures noted above.

8. **Mail Notice Delivery.** In the initial mailing campaign, P&N executed Postcard Notice mailings to the 20,254 Identified Damages Settlement Class Members that passed address validation. P&N executed skip tracing on the records that did not pass address validation and, based on the information obtained through skip tracing, caused the Postcard Notice to be mailed to an additional eight (8) Identified Damages Settlement Class Members. P&N also executed supplemental mailings for 78 Class Members for which an initial Postcard Notice was returned undeliverable, but for which P&N was able to obtain an alternative mailing address through (a) forwarding addresses provided by the USPS, (b) skip trace searches using the LexisNexis third-party vendor database, or (c) requests received directly from Class Members. Mail notice delivery statistics are detailed in Section 14 below.

9. **Publication Notice.** P&N caused the Short-Form Notice to be published in the July 13, 2023 edition of *USA Today*. A true and correct copy of the Publication Notice as it appeared in *USA Today* is attached hereto as **Exhibit B**.

10. **Settlement Post Office Box.** P&N maintains the following Post Office Box (“P.O. Box”) for the Settlement:

AGLIC Settlement Administrator

P.O. Box 4725

Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to P&N and for Identified Damages Settlement Class Members to submit Proof of Claim Forms, Exclusion Requests, and other settlement-related correspondence. The P.O. Box address appears prominently in all forms of Class Notice and in multiple locations on the Settlement Website. P&N monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

11. **Settlement Website.** On July 12, 2023, P&N published the Settlement Website, www.AGLICClassAction.com. Visitors to the Settlement Website can download the Long Form Class Notice, the Proof of Claim Form, as well as various Court documents, such as the Amended Class Action Complaint, Settlement Agreement, and the Preliminary Approval Order. A true and correct copy of the Long Form Class Notice and Proof of Claim Form are attached hereto as **Exhibit C**. Visitors are also able to find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of September 18, 2023, the Settlement Website has received 1,186 unique visitors and 3,270 page views.

12. **Toll-Free Number.** P&N established a toll-free telephone number, 1-877-540-4332 (“Toll-Free Number”), which is available twenty-four hours per day. Callers can access an interactive voice response (“IVR”) system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. The Toll-Free Number appeared in all forms of Class Notice, as well as in multiple locations on the Settlement Website. As of September 18, 2023, P&N has received 1,161 calls to the toll-free number.

13. **Email Support.** P&N also established an email address, info@aglicclassaction.com, to provide an additional option to address specific questions and requests to the Settlement Administrator for support.

IV. DIRECT NOTICE PROGRAM REACH

14. **Notice Reach Results.** Through the notice procedures outlined above, P&N attempted to send direct notice to 20,262 (97.39%) Identified Damages Settlement Class Members for whom a mailing address was available. As of September 18, 2023, the direct notice reached a

total of 19,937 (95.83%) Identified Damages Settlement Class Members.² Table 1 below provides an overview of dissemination results and reach statistics for the Notice Program.

| Table 1: Direct Notice Program Dissemination & Reach | | |
|---|--------------------------------|------------------------------------|
| Description | Volume of Class Members | Percentage of Class Members |
| Identified Damages Settlement Class Members | 20,804 | 100.00% |
| Initial Notice Mailing | | |
| (+) Total Notices Mailed (Initial Campaign) | 20,262 | 97.39% |
| (-) Total Notices Returned as Undeliverable | 384 | 1.85% |
| Supplemental Notice Mailing | | |
| (+) Total Notices Re-Mailed | 78 | 0.37% |
| (-) Total Undeliverable (Re-Mailed) Notices | 19 | 0.09% |
| Direct Notice Program Reach | | |
| (=) Received Direct Notice | 19,937 | 95.83% |

V. CLAIM ACTIVITY

15. **Claim Intake and Processing.** The Settlement Agreement directed that Identified Damages Settlement Class Members do not need to take any action to receive compensation. The Settlement Agreement further directed that Supplemental Damages Settlement Class Members who meet the Identified Damages Settlement Class Member Criteria may file a claim. As of September 18, 2023, P&N has received 34 Proof of Claim submissions. Of those, 25 were submitted by Identified Damages Settlement Class Members and 9 claims were submitted by potential Supplemental Damages Settlement Class Members. After review of the claims, P&N rejected the 9 submissions from potential Supplemental Damages Settlement Class Members. P&N subsequently caused the Claim Determination Notice to be sent to the 9 claimants. A list of claims received from potential Supplemental Damages Settlement Class Members and basis for rejection of each claim is attached hereto as **Exhibit D**. As of September 18, 2023, P&N has not received any responses to the Claim Determination Notice.

² An Identified Class Member is considered “reached” by direct Notice if a Postcard Notice mailed to the Identified Class Member has not been returned by the USPS as undeliverable.

VI. NOTICE AND ADMINISTRATION EXPENSES

16. As of September 18, 2023, P&N has invoiced \$38,243.87 for its services. Based upon the scope of remaining work, P&N does not expect to exceed the total of \$100,000 for settlement administration that has been budgeted and disclosed in all forms of Class Notice.

VII. EXCLUSIONS AND OBJECTIONS

17. **Exclusions (Opt-Outs) Received.** P&N has received four (4) exclusion requests from Identified Damages Settlement Class Members as of September 18, 2023. A list of individuals who have timely requested exclusion from the Settlement is attached as **Exhibit E**. The deadline to submit a request for exclusion was August 28, 2023.

18. **Settlement Objections.** The Settlement Agreement directed that objections be filed with the Court. P&N has not received any objections from Identified Damages Settlement Class Members. The deadline to object to the settlement was August 28, 2023.

VIII. CERTIFICATION

I, Ryan Aldridge, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 18th day of September, 2023, in Baton Rouge, Louisiana.

A handwritten signature in black ink that reads "Ryan Aldridge". The signature is written in a cursive style with a large initial "R".

Ryan Aldridge

EXHIBIT A

Who is affected? The Settlement affects current and former owners of AGLIC Universal Life insurance policies (“ULs”) for which Illustrations or Annual Statements were issued that may not have accounted for later all dropped premium contribution limits. Your receipt of this notice means that you have been identified as meeting the criteria to receive monetary compensation from the Settlement. The Settlement does not affect owners of ULs that have previously settled their individual claims, or that timely and validly exclude themselves from the Settlement by **August 28, 2023**.

What does the Settlement provide? The Settlement provides for payment from a non-reversionary Qualified Settlement Fund in the amount of \$4.65 million (the “Settlement Fund”) that will also be used to pay: 1) all Class Notice and Administration Costs (estimated at \$100,000); 2) any Incentive Award to the Class Representatives (not to exceed \$25,000); 3) any attorneys’ fees awarded by the Court (not to exceed \$1,549,845, which is 33.33% of the gross Settlement Fund); and 4) reimbursement for Litigation Expenses incurred by Class Counsel (not to exceed \$100,000). The remaining funds will be paid, via mailed checks, directly to the Damages Settlement Class Members entitled to compensation under the Allocation Plan available at www.AGLICClassAction.com.

What are my options?

Do nothing. If you do nothing you will be part of the Damages Settlement Class, you will receive a payment in the mail, and you will give up your right to sue or continue to sue AGLIC in accordance with the terms of the Settlement.

Exclude yourself. If you exclude yourself you will not receive a payment and you will keep your right to sue AGLIC at your own expense and with your own attorney regarding the legal claims in this case. To exclude yourself, you must send a letter that says you want to be excluded from the lawsuit *Buck v. American General Life Insurance Company*, Case No. 1:17-cv-13278. Your letter must include your name, address, telephone number, signature, and AGLIC policy number. You must send your notification for exclusion by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered to: AGLIC Settlement Administrator, P.O. Box 4725, Baton Rouge, LA 70821, no later than **August 28, 2023**. For more details about your exclusion rights and options go to www.AGLICClassAction.com.

Object. If you do not exclude yourself, you may object to the Settlement in whole or in part. All objections must be sent via first class mail to the Settlement Administrator **and postmarked no later than August 28, 2023**. If you wish to address the Court, you must also send an Intention to Appear at Fairness Hearing via first class mail to the Settlement Administrator **and postmarked no later than September 19, 2023, 2023**. For more details about your objection rights and options go to www.AGLICClassAction.com.

What happens next? The Court will hold a fairness/final approval hearing on **September 29, 2023 at 10:00 a.m.** at the United States District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, New Jersey 08101, to consider whether to grant final approval to the Settlement, Class Counsel’s attorneys’ fees and Litigation Expenses, and the Class Representative Incentive Award. The Court has appointed Stark & Stark, P.C., and Gorman & Gorman, LLC, as Class Counsel. You or your attorney may ask to speak at the hearing at your own expense, but you don’t have to.

How can I get more information? For more information and to view a longer version of this notice, go to www.AGLICClassAction.com, or contact the Settlement Administrator at 1-877-540-4332. Please do not contact the Court or AGLIC.

A proposed settlement has been reached in a class action lawsuit called *Buck v. American General Life Insurance Company*, Civil No. 17-13278 (D.N.J.) (the “Settlement”). This notice provides a summary of your rights and options. More details are available at www.AGLICClassAction.com.

What is this about? Defendant, American General Life Insurance Company (“AGLIC”) is a life insurance company that issues and administers various forms of life insurance, including universal life insurance. Federal tax law imposes limits on the maximum premium payments that can be paid towards a universal life insurance policy at a given time. The Plaintiffs in the lawsuit allege that AGLIC breached its contracts with owners of universal life insurance policies by issuing Illustrations and Annual Statements that did not properly reflect the effect of limits on the maximum premium contributions allowed by federal tax law. AGLIC denies the Plaintiffs’ allegations.

Visit www.AGLICClassAction.com or call 1(877) 540-4332 for more information.

AGLIC Settlement Administrator

P.O. Box 4725
Baton Rouge, LA 70821

ELECTRONIC SERVICE REQUESTED

[SETTLEMENT CLAIM ID]
[POLICY NUMBER]
[FIRST NAME] [LAST NAME]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

EXHIBIT B

Smith's plan to ax Rooney Rule won't work



Mike Freeman
Columnist
USA TODAY

DeMaurice Smith has long been one of the smartest people in sports, and a plan he's devised to improve racial hiring in the NFL is, not surprisingly, brilliant. It's what you'd expect from him.

Smith is the outgoing executive director of the NFL Players Association, and he's co-authored an article that will appear in the upcoming edition of the "Yale Law and Policy Review" that's offered as a counter to the Rooney Rule. In fact, in the article, Smith calls for the end of the Rooney Rule.

Smith offers 12 solutions to better the hiring process and make it more equitable:

- Discard the Rooney Rule.
- Improve the system of hiring and retention.
- Get rid of the rules that require coaches to get permission from owners on their current team to apply for future jobs.
- Use an outside firm to audit the hiring process of teams.
- Develop job descriptions for all key positions such as CEO, general manager or head coach.
- Punish teams that don't comply with the initiatives.
- Use consistent evaluation guidelines.
- Develop rules that stop nepotism.
- Have key jobs posted and held open for 30 days.
- Use programs to help coaches get experience.
- Use league resources to prescreen candidates so qualified ones can't be ignored.
- Back unionizing for coaching. All smart stuff. Typical of Smith. The problem? His plan won't work. It would fail in the same way that Smith says the Rooney Rule does. The reason? You can't fix people's hearts. No number of rules or threats will make owners hire a person of color if they don't want to. Racism ain't 'fraid of no fines.

DeMaurice Smith has been the executive director of the NFL Players Association since 2009.
KIRBY LEE/USA TODAY SPORTS



These rules don't work properly because people don't work properly. You can't fix this problem until you fix people.

A racist owner can't say publicly that he or she won't hire a Black head coach. That would be both disgraceful and illegal. What a racist owner can do is just say he prefers another coach who happens to be white over a Black candidate. The Rooney Rule, or the Smith rules, do nothing to stop this, because it can't be stopped.

It's true that laws help repair the damage that racists cause and laws are protective measures. Laws can work. But the Rooney Rule and the Smith Rules aren't laws. The rules are more like suggestions and, I promise you, any owner or executive, if they don't want to hire a Black head coach, for example, can get around Smith's rules as easily as they do the Rooney ones.

Lawsuits can potentially change

things, but they can take years, and because the NFL is often highly successful at burying them in its secretive arbitration process, a process that heavily favors the league, they don't have much impact.

The executive summary of Smith's work hits on the most important point of all, and none of it has to do with his rules. It has to do with regulation.

"While the NFL and its member teams appear to the public – and are often discussed in the media – as if they are structured as one regulated entity, and thus people may assume that this behemoth entity is subject to rigorous oversight and regulation like a publicly owned corporation, that is not that case," part of the executive summary reads. "In fact, neither the League nor its member teams have any semblance of the accountability that many companies in the world have in their respective markets.

"The NFL faces neither shareholder nor consumer accountability. There is no public board of directors, there are no public compliance or audit reports, there are virtually no federal or state mandated public disclosures, nor government operational oversight. All of this should be surprising – and profoundly troubling – given the tax benefits, special antitrust treatment, stadium funding, and other publicly enabled benefits that the NFL and its member teams have enjoyed for generations."

The NFL faces no governmental accountability, or any regulatory pressure of any kind, to repair the racial imbalance inside the league. Without those things, there's no reason for the NFL to take more stringent measures.

So, yes, what Smith has composed is a brilliant document, and like him, it's got intellectual heft. But it can't do something that's sorely needed:

Fix people.

COMMENTARY

Travis Kelce, fighting hate, shows guts by doing Bud Light ad

Mike Freeman
USA TODAY

When you talk to people around the league who know Kansas City tight end Travis Kelce, they often say the same thing: He's one of the NFL's best citizens. He's never been in trouble off the field (that we know of). He's been called an outstanding teammate. A hard worker. A good dude. He is the kind of player whom people who say they love America and American flags, and beer and 'Merica baby, and some beer and baseball and some apple pie, and not that left-wing pie but real pie with American apples, not those fancy apples from France, would absolutely love.

He's a player who is impossible to hate unless you're a Chargers fan.

But there are stupid people on this planet. Just dumb, dumb idiots who are talking about boycotting Kelce over one of the most made-up controversies of all time. Kelce is being attacked on social media for appearing in a new Bud Light ad. Yes, that Bud Light.

He was also called the word that extremists now use to describe anything they don't like, or anyone who doesn't believe what they do: woke.

Why the hate toward one of the best guys in the league? It has to do with that ad.

It goes back to April, when transgender activist Dylan Mulvaney announced she had become one of Bud Light's endorsers. That simple act caused

right-wingers to put down their apple pie and unwrap themselves from their flags to boycott Bud Light. It was a staggering display of ignorance and hatred.

Kid Rock, as talented as a can of beer, posted a video of himself shooting cases of Bud Light in protest. Right-wing commentator Ben Shapiro said this: "Well, folks, our culture has now decided men are women and women are men and you must be forced to consume products that say so."

One person smashed cans of Bud Light with a tractor. Took time. Out of his day. To smash cans of beer. With a tractor.

This is where Kelce comes in. This is not to portray Kelce as brave, because the bravest person in this story is Mulvaney. But what Kelce has done is purposeful and honorable. Yes, he's making tons of money doing this ad, but he is smart, and knew he'd face backlash, and lots of it, and yet he still did it.

This tells me Kelce's purpose was perhaps larger than just doing a beer commercial. Kelce was making a statement, and good for him.

There are a bunch of businesses Kelce could sign with, and he picked Bud Light.

It's true that Bud Light is using the ad to try to get back in the good graces of the people who boycotted the beer, and that act in itself lacks courage. That has nothing to do with Kelce, though.

Kelce has always had guts. You have to be tough to play in the NFL and even tougher to win a Super Bowl. But doing this ad demonstrates a different kind of toughness, and he deserves credit for that as well.

MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES

LEGAL NOTICE

If You Own or Owned an American General Life Insurance Company Universal Life Insurance Policy, a Class Action Settlement May Affect Your Rights.

A proposed settlement has been reached in a class action lawsuit called *Buck v. American General Life Insurance Company*, Civil No. 17-13278 (D.N.J.) (the "Settlement"). This notice provides a summary of your rights and options. More details are available at www.AGLICClassAction.com.

What is this about? American General Life Insurance Company ("AGLIC") issues and administers Universal Life insurance policies ("ULs"). Federal tax law imposes limits on the maximum premium payments that can be paid towards a UL policy. Plaintiffs allege that AGLIC breached its contracts with owners of UL policies by issuing Illustrations and Annual Statements that did not accurately reflect limits on the maximum premium contributions allowed by federal tax law. AGLIC denies those allegations.

Who is affected? The Settlement affects current and former owners of AGLIC UL policies for which Illustrations or Annual Statements were issued that may not have accounted for federal premium contribution limits. The Settlement does not affect owners of UL policies who have previously settled their individual claims, or who timely and validly exclude themselves from the Settlement by August 28, 2023.

What does the Settlement provide? The Settlement provides a Settlement Fund in the amount of \$4.65 million that will be used to pay: 1) all administrative fees (approximately \$100,000); 2) any incentive award to the Class Representatives (not to exceed \$25,000); 3) any attorneys' fees awarded to Class Counsel (not to exceed \$1,549,845, or 33.33% of the gross Settlement Fund); and 4) any litigation expenses awarded (not to exceed \$100,000). The remaining funds will be paid in accordance with the Allocation Plan attached as Exhibit A to the Settlement Agreement.

What are my options?

1. If you received a postcard Notice in the mail, you are an Identified Class Member and have the right to exclude yourself or object as stated in the postcard Notice. If you do nothing, you will be part of the Damages Settlement Class, you will receive a payment by check in the mail, and you will give up your right to sue or continue to sue AGLIC in accordance with the terms of the Settlement.

2. If you did not receive a postcard Notice in the mail and believe you are a Damages Settlement Class Member, and you wish to file a claim, you must go to www.AGLICClassAction.com and follow the directions for downloading and submitting a Proof of Claim.

If you submit a valid Proof of Claim, you are a part of the Damages Settlement Class, you will receive a payment by check in the mail, and you will give up your right to sue or continue to sue AGLIC in accordance with the terms of the Settlement. Alternatively, you can exclude yourself or object to the Settlement.

Exclude yourself. You will not receive a payment and you will keep your right to sue AGLIC at your own expense. To exclude yourself, you must send an exclusion request letter to the Settlement Administrator in accordance with the directions at www.AGLICClassAction.com.

Object. If you do not exclude yourself, you may object to the Settlement in whole or in part. All objections must be sent to the Settlement Administrator in accordance with the directions at www.AGLICClassAction.com.

What happens next? The Court will hold a fairness/final approval hearing on **September 29, 2023 at 10:00 a.m.** at the US District Court, District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, New Jersey 08101, to consider whether to grant final approval to the Settlement, Class Counsel's attorneys' fees and expenses, and the Class Representative Incentive Award. The Court has appointed Stark & Stark, P.C., and Gorman & Gorman, LLC, as Class Counsel. You or your attorney may ask to speak at the hearing at your own expense, but you don't have to.

How can I get more information? For more information and to view a longer version of this Notice, go to www.AGLICClassAction.com. You may also call the Settlement Administrator at 1-877-540-4332.

Please do not contact the Court or AGLIC.

www.AGLICClassAction.com

1-877-540-4332

ONE CALL DOES IT ALL!

Call Today! (800) 397-0070

Your Ad in Print, Online Marketplace, & Internet Banners Too!

EXHIBIT C

If You Own or Owned a Universal Life Insurance Policy Issued and/or Administered by American General Life Insurance Company, a Class Action Settlement May Affect Your Rights

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

This Notice is about the proposed settlement of a class action lawsuit against American General Life Insurance Company. You might be a member of the Settlement Classes¹ in that lawsuit, and you might be eligible to receive money and non-monetary benefits under the proposed Settlement.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement.

If you have questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please go to the www.AGLICClassAction.com, or contact the Settlement Administrator at:

**AGLIC Settlement Administrator
P.O. Box 4725
Baton Rouge, LA 70821
Email: info@AGLICClassAction.com
Toll-free number: 1-877-540-4332**

You should NOT contact the Court, AGLIC, or AGLIC’s lawyers, as they cannot talk to you about any questions you may have.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|--|
| DO NOTHING | <p>If you are an Identified Damages Settlement Class Member, you should receive notice by mail informing you of the Settlement. You do not need to do anything, and you will receive a check in the mail constituting your benefit under the Settlement.</p> <p>If you are not an Identified Damages Settlement Class Member but believe you meet the <i>Identified Damages Settlement Class Member Criteria</i> (listed in response to Question 5 in this Notice), you are eligible to submit a Claim to receive money from the Settlement (see below). If you are not an Identified Damages Settlement Class Member but you meet the <i>Identified Damages Settlement Class Member Criteria</i> (listed in response to Question 5 in this Notice), and you do not submit a Claim, you will not be eligible to receive any money from the Settlement. You</p> |

¹ Unless otherwise specified, capitalized terms have the meaning set forth in the Settlement Agreement, available at www.AGLICClassAction.com.

| | |
|---|--|
| | <p>will, however, remain a Damages Settlement Class Member, which means that (i) you give up your right to sue over the Released Claims, and (ii) you will be bound by any judgments or orders entered by the Court in the Action.</p> <p>All Injunctive Settlement Class Members will receive a non-monetary benefit in the form of an enhanced disclosure on their Annual Statements.</p> |
| <p>MAKE A CLAIM BY AUGUST 28, 2023</p> | <p>If you are not an Identified Damages Settlement Class Member but believe you meet the <i>Identified Damages Settlement Class Member Criteria</i> (listed in response to Question 5 in this Notice), you are eligible to submit a Claim to receive money from the Settlement. That is the only way you will be eligible to receive money from the Settlement. To make a Claim, you must follow the procedures described in detail below.</p> |
| <p>ASK TO BE EXCLUDED BY AUGUST 28, 2023</p> | <p>If you are a Damages Settlement Class Member, you can ask to exclude yourself (also called “opting out”) from the Settlement by August 28, 2023.</p> <p>Submitting a timely and valid request to be excluded is the only way you can be a part of any other lawsuit against AGLIC with respect to the Released Claims.</p> <p>Injunctive Settlement Class Members cannot exclude themselves from the Settlement.</p> |
| <p>OBJECT BY AUGUST 28, 2023</p> | <p>If you are a Settlement Class Member and you object to the Settlement, you can make that objection by writing to the Court and explaining what about the Settlement you object to. If you are a Damages Settlement Class Member, you can object to the Settlement only if you do not exclude yourself from the Settlement.</p> |
| <p>GO TO A HEARING ON SEPTEMBER 29, 2023</p> | <p>If you file a timely objection and request an opportunity to speak to the Court (in accordance with the procedures set forth in this Notice), you may speak in Court, at the Court’s discretion, about the fairness of the Settlement.</p> |

The preceding rights and options—and the deadlines to exercise them—are explained in this Notice.

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The lawsuit that is the subject of this settlement is *Duane Buck and Ann Buck, on Behalf of Themselves and All Others Similarly Situated, v. American General Life Insurance Company*, Case No. 1:17-cv-13278. Duane Buck and Ann Buck are the “Plaintiffs” in the lawsuit. American General Life Insurance Company, including entities that merged into it, (“AGLIC”) is the “Defendant” in the lawsuit.

The issuance of this Notice does not reflect any opinion by the Court about the merits of any claim or defense in the lawsuit, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and an Allocation Plan, payments to Damages Settlement Class Members will be made after any appeals have been resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

2. What is this lawsuit about?

AGLIC is a life insurance company that issues and administers various forms of life insurance, including Universal Life Insurance. Federal tax law imposes limits on the maximum premium payments that can be paid towards a Universal Life Insurance policy at a given time.

The Plaintiffs in the lawsuit allege that AGLIC breached its contracts with owners of Universal Life Insurance policies by issuing Illustrations and Annual Statements that did not properly reflect the effect of limits on the maximum premium contributions allowed by federal tax law. AGLIC denies the Plaintiffs’ allegations.

3. What is a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” One court resolves the issues for all class members in one lawsuit.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or AGLIC. Instead, the Plaintiffs and AGLIC have agreed to settle the lawsuit on the terms stated in the Settlement Agreement. By agreeing to the Settlement, the Plaintiffs and AGLIC avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this Notice. The Settlement

does not mean that any law was broken or that AGLIC did anything wrong. In fact, AGLIC denies the Plaintiffs’ allegations and that AGLIC has engaged any wrongdoing. The Plaintiffs and the Plaintiffs’ lawyers think that the proposed Settlement is best for the class members.

WHO IS PART OF THE SETTLEMENT?

5. Who is included in the Settlement Classes?

The Settlement establishes two Settlement Classes: a Damages Settlement Class and an Injunctive Settlement Class. To qualify as a member of either Settlement Class, or both Settlement Classes, you must meet certain criteria, described below. Those criteria refer to the names of various “administrative systems.” Please refer to Appendix A for instructions on determining the administrative system associated with your Policy.

a) Damages Settlement Class

The Damages Settlement Class consists of Policyholders that meet any of the criteria listed below.

Identified Damages Settlement Class Member Criteria

| <i>Administrative System</i> | <i>Criteria</i> |
|------------------------------|---|
| ULA | <ul style="list-style-type: none"> • For Active Policies or Inactive Policies, the Policyholder received a DEFRA Letter on or after December 19, 2011; or • For Active Policies, (i) the Policyholder did not receive a DEFRA Letter on or after December 19, 2011, but the Policy is projected to, through the continued payment of Planned Premiums, reach or exceed the premium limits contained in and imposed by IRC § 7702; or (ii) the Policyholder did not receive a DEFRA letter on or after December 19, 2011, but before August 1, 2017, the Policy (i) had a death benefit option change from an increasing death benefit to a level death benefit, (ii) had a rider terminated; (iii) has had a decrease in the Specified Amount, or (iv) experienced a rate class change. |
| LifeComm 86 LifeComm 90 | <ul style="list-style-type: none"> • For Active Policies or Inactive Policies, the Policyholder received a DEFRA Letter on or after December 19, 2011; or • For Active Policies, the Policyholder did not receive a DEFRA Letter on or after December 19, 2011, but the Policy is projected to, through the continued payment of Planned Premiums, reach or exceed the |

| | |
|---------|--|
| | premium limits contained in and imposed by IRC § 7702. |
| ALS | <ul style="list-style-type: none"> • For Active Policies or Inactive Policies, the Policyholder received a DEFRA Letter on or after December 19, 2011; or • For Active Policies, the Policyholder did not receive a DEFRA Letter on or after December 19, 2011, but the Policy (i) is projected to, through the continued payment of Planned Premiums, reach or exceed the premium limits contained in and imposed by IRC § 7702; or (ii) before March 31, 2019, had a death benefit option change from an increasing death benefit to a level death benefit. |
| ALIP | <ul style="list-style-type: none"> • For Active Policies or Inactive Policies, the Policyholder received a DEFRA Letter on or after December 19, 2011; or • For Active Policies, the Policyholder did not receive a DEFRA Letter on or after December 19, 2011, but (i) the Policy is projected to, through the continued payment of Planned Premiums, reach or exceed the premium limits contained in and imposed by IRC § 7702; or (ii) on or before March 31, 2019, the Policy had a death benefit option change from an increasing death benefit to a level death benefit, or had a decrease in the Specified Amount. |
| Vantage | <ul style="list-style-type: none"> • For Inactive Policies, between January 1, 2011, and March 31, 2019, the Policy had a death benefit option change from an increasing death benefit to a level death benefit, or between January 1, 2014, and March 31, 2019, the Policy had a decrease in the Specified Amount; and the Policyholder received a DEFRA Letter both after December 19, 2011, and the date of the death benefit option change or Specified Amount decrease. • For Active Policies, (i) between January 1, 2011, and March 31, 2019, the Policy has had a death benefit option change from an increasing death benefit to a level death benefit, or (ii) between January 1, 2014, and March 31, 2019, the Policy had a decrease in the Specified Amount. |
| VFLEX | <ul style="list-style-type: none"> • For Active Policies or Inactive Policies, the Policyholder received an Illustration on or before April 30, 2019. |
| AGNIS | <ul style="list-style-type: none"> • For Active Policies and Inactive Policies, the Policyholder received an Illustration on or before April 30, 2019. |

b) Injunctive Settlement Class

In addition to the Damages Settlement Class, the parties have agreed to certify for settlement purposes an Injunctive Settlement Class. The Injunctive Settlement Class consists of Policyholders that meet the criteria listed below:

Criteria for Membership in the Injunctive Settlement Class

| <i>Administrative System</i> | <i>Criteria</i> |
|---|---|
| ULA, LifeComm86, LifeComm90, ALS, ALIP | <ul style="list-style-type: none"> All Active Policies |

6. How do I know if I am in the Settlement Classes?

AGLIC has identified 20,795 Policyholders meeting the *Identified Damages Settlement Class Member Criteria* and has provided the list of those Policyholders (referred to as “Identified Damages Settlement Class Members”) to Class Counsel and the Settlement Administrator. Identified Damages Settlement Class Members will receive notice of the proposed settlement by mail. If you are not sure whether you received a notice, you may email or call the Settlement Administrator at the address or number above.

The Damages Settlement Class also includes any Policyholder who meets the *Identified Damages Settlement Class Member Criteria* listed in section 5(a) of this Notice but who was not an Identified Damages Settlement Class Member. This means that if you meet the *Identified Damages Settlement Class Member Criteria* set forth in response to section 5(a) of this Notice, regardless of whether you received notice of the proposed settlement by mail, you are bound by the Settlement.

You are a member of the Injunctive Settlement Class if you meet the *Criteria for Membership in the Injunctive Settlement Class* listed in section 5(b) of this Notice.

7. How are Settlement Class Members affected by the Settlement?

Unless they timely and validly opt out, Identified Damages Settlement Class Members will receive money from the Settlement in accordance with the Allocation Plan, without needing to

submit a Claim.

A Policyholder that meets the *Identified Damages Settlement Class Member Criteria* listed in section 5(a) of this Notice, but that was not identified by AGLIC as an Identified Damages Settlement Class Member, can submit a Claim in accordance with the procedures set forth in this Notice. If the Claim is approved by the Settlement Administrator, the Policyholder will receive money from the Settlement in accordance with the Allocation Plan. A Policyholder that is not an Identified Damages Settlement Class Member but meets the *Identified Damages Settlement Class Member Criteria* is a member of the Damages Settlement Class and is bound by all of the terms of the Settlement, even if the Policyholder does not timely submit a Claim, unless that Policyholder asks to be excluded (see below). A Policyholder that is not an Identified Damages Settlement Class Member but meets the *Identified Damages Settlement Class Member Criteria* and does not timely submit a Claim will not receive money from the Settlement.

Damages Settlement Class Members that have not timely and validly asked to be excluded from the Settlement, and all Injunctive Settlement Class Members, are bound by all the terms of the Settlement Agreement, including the terms relating to Released Claims, as set forth in the Settlement Agreement. This means that if you are a Damages Settlement Class Member and have not opted out of the Settlement, or if you are an Injunctive Settlement Class Member, you will no longer have a right to sue AGLIC for any Released Claims. You will also be bound by any court decisions relating to the lawsuit that is the subject of this Settlement, and the Settlement. If the Settlement is approved by the Court, you will be releasing AGLIC as described more fully in the Settlement Agreement.

8. If I believe I have a valid Claim to be a Damages Settlement Class Member, what do I need to do to receive money under the Settlement?

If you are an Identified Damages Settlement Class Member, you do not need to do anything to receive money under the Settlement. If you are not an Identified Damages Settlement Class Member but you believe you meet the *Identified Damages Settlement Class Member Criteria*, you can only receive money under the Settlement if you timely complete and return a Proof of Claim with adequate supporting documentation, which is then approved by the Settlement Administrator. To be timely, a Proof of Claim must be received by the Settlement Administrator no later than **August 28, 2023**. The Proof of Claim is available at www.AGLICClassAction.com. You may also request that a Proof of Claim be mailed to you by emailing or calling the Settlement Administrator at the address or number above.

THE SETTLEMENT'S BENEFITS

9. What benefits does the Settlement provide?

AGLIC has agreed to pay \$4.65 million into a settlement fund. Notice and Administration Costs (estimated at \$100,000), Litigation Expenses awarded by the Court (see below), attorneys' fees

awarded by the Court (see below), any Incentive Awards approved by the Court (not to exceed \$25,000), and any other costs or fees approved by the Court, will be deducted from the Settlement Fund, with the remainder constituting the “Net Settlement Fund.”

As relief to the Injunctive Settlement Class, AGLIC will place the following disclosure language on all Annual Statements for Policies administered on the ULA, LifeComm86, LifeComm90, ALS, and ALIP administrative systems:

“This Annual Statement does not account for premium contribution limits imposed by applicable law, which may prevent you from paying planned premiums through the listed termination dates.”

10. How much money will I receive? When will I receive it?

At this time, it is not possible to determine how much money any Damages Settlement Class Member will receive from the Settlement. The Settlement Amount will be deposited into a Settlement Fund. If the Court approves the Settlement, and if the Effective Date occurs, the Net Settlement Fund will be distributed in accordance with the Allocation Plan.

The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and Allocation Plan, and the time for any appeal has expired.

THE SETTLEMENT ADMINISTRATOR AND CLASS COUNSEL

11. Who is the Settlement Administrator?

The Court appointed the following firm as “Settlement Administrator.”

Postlethwaite & Netterville, APAC
AGLIC Settlement Administrator
P.O. Box 4725
Baton Rouge, LA 70821
Email: info@AGLICClassAction.com
Toll-free number: 1-877-540-4332

12. Who is Class Counsel?

The Court appointed the following attorneys and their respective law firms as “Class Counsel.”

Martin P. Schrama, Esq.
Stefanie Colella-Walsh, Esq.
Stark & Stark, P.C.
100 American Metro Boulevard,
Hamilton, New Jersey 08619

Scott B. Gorman, Esq.
Gorman & Gorman, LLC
Liberty View, Suite 400
457 Haddonfield Road
Cherry Hill, NJ 08002

13. How will Class Counsel be paid?

The Court will decide how much Class Counsel will be paid. Class Counsel, in compensation for their time and risk in prosecuting this lawsuit on a wholly contingent fee basis, intend to apply to the Court for an award of attorneys' fees and reimbursement of the litigation expenses they incurred in prosecuting the lawsuit (the "Fee Petition"). AGLIC has agreed not to contest the Fee Petition, provided that Class Counsel does not request more than 33 ⅓ % of the Settlement Amount, and not to contest Class Counsel's request for approval of reimbursement of the costs and expenses they incurred in prosecuting the lawsuit provided that such costs and expenses do not exceed \$100,000 (not including the costs and fees of the Settlement Administrator).

Class Counsel will file their Fee Petition on or before September 19, 2023. Any award of attorneys' fees and reimbursement of the litigation expenses Class Counsel incurred in prosecuting the lawsuit will be only as approved by the Court in amounts it determines to be fair and reasonable. If you are a Settlement Class Member and you wish to object to the Fee Petition, you may file with the Court an objection to the Fee Petition in writing. In order for the Court to consider your objection, your objection must be sent according to the instructions provided below.

EXCLUDING YOURSELF (OR "OPTING OUT") FROM THE SETTLEMENT

If you are a Damages Settlement Class Member and you want to retain the right to sue AGLIC about the Released Claims, you must take steps to exclude yourself from the Settlement. This is also referred to as opting out of the Damages Settlement Class.

14. How do I exclude myself from the Damages Settlement Class?

To exclude yourself from the Settlement, you must send a letter that says you want to be excluded from the lawsuit *Duane Buck and Ann Buck, on Behalf of Themselves and All Others Similarly Situated, v. American General Life Insurance Company*, Case No. 1:17-cv-13278. Your letter must include your name, address, telephone number, and signature. You must send your request for exclusion by first-class mail postmarked by **August 28, 2023**, or pre-paid delivery service to be hand-delivered to:

**AGLIC Settlement Administrator
P.O. Box 4725
Baton Rouge, LA 70821**

no later than **August 28, 2023**. A request for exclusion shall not be valid and effective unless it provides all the information called for, and is timely made in accordance with, this section 14, or is otherwise accepted by the Court.

You cannot ask to be excluded by phone or by email.

15. If I do not exclude myself from the Damages Settlement Class, can I sue AGLIC for the same or similar issues later?

No. If you are a Damages Settlement Class Member and you do not timely exclude yourself from the Settlement in accordance with the terms of the Settlement, you give up the right to sue AGLIC for the Released Claims.

16. Can I exclude myself from the Injunctive Settlement Class?

No. If you are an Injunctive Settlement Class Member, you cannot exclude yourself from the Settlement and you will receive the non-monetary relief that the Settlement provides to Injunctive Settlement Class Members. However, if you dislike or disagree with any aspect of the Settlement, you can still object to the Settlement in accordance with the procedures described below.

OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member, you can object to the Settlement as a whole or any part of the Settlement, to Class Counsel's requests for an award of attorneys' fees and reimbursement of expenses, and/or the Incentive Award. To object, you must send a letter that includes the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Settlement in *Duane Buck and Ann Buck, on Behalf of Themselves and All Others Similarly Situated, v. American General Life Insurance Company*, Case No. 1:17-cv-13278;
- The reason(s) you object to the Settlement, along with any supporting materials;
- A statement of whether you or your attorney intend to appear and wish to be heard at the Fairness / Final Approval Hearing; and
- Your signature.
- If you want to be represented by your own lawyer, you may hire one at your own expense.

You must file any objection, together with copies of all supporting materials, with the Clerk's Office at the United States District Court for the District of New Jersey at the address set forth below on or before **August 28, 2023**. You must also send a complete copy of what you file with the Court to the Settlement Administrator at the address set forth below so that the papers are received on or before **August 28, 2023**.

17. What is the difference between an objection and exclusion from the Settlement?

Objecting is simply telling the Court that you do not like the Settlement or something about it. Asking to be excluded from the Settlement is telling the Court that you do not want to be part of the Settlement Class.

THE FAIRNESS / FINAL APPROVAL 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 do not have to.

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

The Court will hold a “Fairness / Final Approval Hearing” at **10:00 a.m. on September 29, 2023** at the United States District Court for the District of New Jersey, Courtroom 5A, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, New Jersey 08101. Please note that the Court may choose to change the date and/or time of the Fairness / Final Approval Hearing without further notice of any kind. Settlement Class Members are advised to check www.AGLICClassAction.com for any updates.

The purpose of the Fairness / Final Approval Hearing is to determine whether the Settlement is fair, reasonable, and adequate and whether the Court should enter judgment granting final approval of the Settlement. If there are objections to the Settlement or any part of it, the Court will consider them and will listen to people who have asked to speak at the hearing and the Court has elected to hear from. The Court will also consider Class Counsel’s request, or requests, for reimbursement of expenses incurred in this case. After the hearing, the Court will decide whether to approve the Settlement.

19. Do I need to attend the hearing?

No. Class Counsel will answer any questions the Court may have. However, you or your own lawyer may attend the hearing if you wish, at your own expense. You may object in person and/or through an attorney. If you send an objection, you do not have to come to Court to discuss it. As long as you mailed your objection on time, and included the information required, the Court will consider it.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness / Final Approval Hearing. To do so, you must include that in your objection as described above.

APPENDIX A

Please refer to the list below to identify the administrative system associated with your Policy. If you have any questions, or if the product name for your Policy has an asterisk, contact the Settlement Administrator at 1-877-540-4332. **Do not contact AGLIC or Class Counsel.**

| Administrative System | Product Name |
|-----------------------|-------------------------------------|
| ALIP | Accumulator Plus IUL |
| VFLEX | Adaptable Life |
| VFLEX | Adaptable Life II |
| VANTAGE | AG Advantage GUL |
| VANTAGE | AG Choice Index GUL |
| ULA | AG CLASSIC + |
| VANTAGE | AG Elite Value Index Universal Life |
| VANTAGE | AG Extend IUL |
| VANTAGE | AG Legacy Plus |
| VANTAGE | AG Platinum Choice |
| ALIP | AG Platinum Choice VUL 2 |
| ULA | AG PRIME SURVIVOR + |
| VANTAGE | AG Secure Lifetime GUL |
| VANTAGE | AG Secure Lifetime GUL II |
| VANTAGE | AG Secure Survivor GUL |
| VANTAGE | AG Survivor Advantage GUL |
| VANTAGE | AIG Corporate Investor |
| VANTAGE | AIG Elite Global IUL |
| VANTAGE | AIG Elite Global IUL-LT |
| VANTAGE | Charter One |
| VANTAGE | ContinUL |
| VANTAGE | ContinUL Extend |
| VANTAGE | ContinUL Extend Plus |
| VANTAGE | Elite Global Plus |
| VANTAGE | Elite Global Plus II |
| VANTAGE | Elite Global Survivor |
| VANTAGE | Elite Index |
| VANTAGE | Elite Index II |
| VANTAGE | Elite Survivor |
| VANTAGE | Elite Survivor II |
| VANTAGE | Elite Survivor Index |
| VANTAGE | Elite Universal Life |
| VFLEX | Employee Sponsored Universal Life |
| VANTAGE | EquiBuilder I |
| VANTAGE | EquiBuilder II |
| VANTAGE | EquiBuilder III |
| LC86 | Estate Master |

| | |
|---------|--|
| LC86 | Estate Master 1 |
| LC86 | Estate Master 10 |
| LC86 | Estate Master 11 |
| LC86 | Estate Master 12 |
| LC86 | Estate Master 14 |
| LC86 | Estate Master 15 |
| LC86 | Estate Master 2 |
| LC86 | Estate Master 3 |
| LC86 | Estate Master 4 |
| LC86 | Estate Master 4+ |
| LC86 | Estate Master 5 |
| LC86 | Estate Master 50 |
| LC86 | Estate Master 6 |
| LC86 | Estate Master Three Plus |
| LC86 | Joint Estate Master |
| VANTAGE | Estate Master 5+ |
| VFLEX | Executive Universal Life |
| LC86 | Flex Master |
| VFLEX | Flexible Premium Adjustable Endowment |
| VFLEX | Flexible Premium Adjustable Life Insurance |
| LC86 | Flexible Premium Adjustable Life Insurance (State Bar of California)* |
| VANTAGE | Flexible Premium Adjustable Life Insurance (State Bar of California)* |
| LC90 | Flexible Premium Adjustable Whole Life |
| LC90 | Flexible Premium Adjustable Whole Life (COLI) |
| LC90 | Flexible Premium Adjustable Whole Life (Group - Payroll Deduction) |
| LC90 | Flexible Premium Adjustable Whole Life (Group) |
| LC90 | Flexible Premium Adjustable Whole Life (Pension) |
| LC90 | Flexible Premium Adjustable Whole Life (Salary Savings) |
| LC90 | Flexible Premium Adjustable Whole Life (VFIS) |
| LC90 | Flexible Premium Adjustable Whole Life (Washington Mutual) |
| ALS | Gallery Flexible Premium Variable Universal Life Insurance |
| ALS | Gemstone Flexible Premium Variable Universal Life Insurance |
| ULA | Group Medalist Max II CVT |
| ALIP | ImperIUL |
| VANTAGE | Income Advantage |
| VANTAGE | Income Advantage Select |
| VANTAGE | Inheritance Creator |
| VANTAGE | Inheritance Life |
| VANTAGE | Inheritance Life+ |
| ALS | Joint And Last Survivor Flexible Premium Adjustable Universal Life Insurance |
| ALS | Joint And Last Survivor Flexible Premium Variable Universal Life Insurance |
| AGNIS | Life for Life 1 |
| AGNIS | Life for Life 2 |
| AGNIS | Life Plus |
| LC86 | Lifestyle Life |

| | |
|---------|-------------------------------|
| LC86 | Lifestyle Life |
| LC86 | Lifestyle Life Plus |
| LC86 | Lifestyle Life Three |
| LC86 | Lifestyle Life Two |
| AGNIS | Lifestyle Plus |
| ULA | Joint Master Edition |
| ULA | Master Edition |
| ULA | Master Education Plan |
| ALIP | Max Accumulator |
| ALIP | Max Accumulator+ |
| ALIP | Max Accumulator+ II |
| ALIP | Max Accumulator+ III |
| ULA | Joint Medalist |
| ULA | Medalist Cash Value Term |
| ULA | Medalist First |
| ULA | Medalist II |
| ULA | Medalist III |
| ULA | Medalist Max |
| ULA | Medalist Max II |
| ULA | Medalist Max III |
| ULA | Medalist Max IV |
| ULA | Medalist Plus |
| ULA | Medalist Plus II |
| ULA | Medalist Plus III |
| ULA | Medalist Select |
| ULA | Medalist Select 90 |
| ULA | Medalist Survivorship Premier |
| ULA | Medalist V |
| ULA | Medalist VI |
| ULA | Medalist VII |
| ULA | Medalist X |
| LC86 | New Jersey Life |
| ULA | OL I |
| ULA | OL II |
| ULA | OL III |
| ULA | OL IV |
| ULA | OL PRD |
| ULA | OL V |
| ULA | Payroll Plus Medalist |
| LC86 | Platinum Accumulator* |
| VANTAGE | Platinum Accumulator* |
| VANTAGE | Platinum Accumulator 500 |
| ALIP | Platinum Choice VUL 2 |

| | |
|---------|--|
| VANTAGE | Platinum Investor |
| VANTAGE | Platinum Investor FlexDirector |
| VANTAGE | Platinum Investor III |
| VANTAGE | Platinum Investor IV |
| VANTAGE | Platinum Investor Plus |
| VANTAGE | Platinum Investor Survivor |
| VANTAGE | Platinum Investor Survivor II |
| VANTAGE | Platinum Investor VIP |
| VANTAGE | Platinum Protector G |
| VANTAGE | Platinum Protector Survivor G |
| LC86 | Platinum Provider* |
| VANTAGE | Platinum Provider* |
| VANTAGE | Platinum Provider 500 |
| VANTAGE | Platinum Provider Ultra |
| VANTAGE | Platinum Provider Ultra 2003 |
| VANTAGE | Platinum Provider Ultra 500 |
| VANTAGE | Platinum Provider Ultra G |
| VANTAGE | Platinum Provider Ultra G 2003 |
| LC86 | Platinum Survivor |
| VANTAGE | Platinum Survivor 500 |
| VANTAGE | Platinum Survivor Ultra |
| VANTAGE | Platinum Survivor Ultra 2004 |
| VANTAGE | Platinum Survivor Ultra 500 |
| VANTAGE | Platinum Survivor Ultra G |
| ALS | Polaris Flexible Premium Variable Universal Life Insurance |
| VFLEX | Preferred Universal Life |
| ULA | Prime Edition |
| ULA | Prime Education Plan |
| ULA | Prime First |
| ULA | Prime Survivor |
| VANTAGE | Protection Advantage |
| ALIP | Protection Extend IUL |
| ALIP | QoL Accumulator Plus |
| ALIP | QoL Guarantee Plus GUL II |
| ALIP | QoL Max Accumulator + II |
| ALIP | QoL Max Accumulator + III |
| ALIP | QoL Max Accumulator+ |
| ALIP | Quality of Life Value+ Protector |
| ALIP | Quality of Life Value+ Protector II |
| ALIP | Quality of Life Value+ Protector III |
| LC90 | Salary Savings Universal Life / Flexible Premium Adjustable Whole Life |
| LC90 | Salary Savings Universal Life / Flexible Premium Adjustable Whole Life (Group) |
| ALIP | Secure Lifetime GUL 3 |

| | |
|---------|---|
| VANTAGE | Secure Survivor GUL II |
| ULA | Select Edition |
| LC86 | Select Lifestyle Life |
| LC90 | Single Premium Whole Life |
| ULA | Special Edition |
| ULA | Star Survivor |
| ULA | Survivorship Medalist |
| ULA | Survivorship Medalist Elite |
| ULA | Survivorship Medalist II |
| ULA | Trophy Life I |
| ULA | Trophy Life II |
| ULA | Trophy Life III |
| ULA | Trophy Life IV |
| LC86 | Uni-Dex 1 |
| LC86 | Uni-Dex 2 |
| AGNIS | UniLife 1 |
| AGNIS | UniLife 2 |
| AGNIS | UniLife 3 |
| AGNIS | UniLife 4 |
| AGNIS | UniLife 5 |
| ULA | Universal Classic |
| ULA | Universal Classic Plus |
| ULA | Universal Elite |
| ULA | Universal Elite Plus |
| ULA | Universal Innoflex |
| LC90 | Universal Life |
| VANTAGE | Universal Life (American Franklin Life Insurance Company) |
| LC90 | Universal Life / Flexible Premium Adjustable Whole Life |
| LC90 | Universal Life / Flexible Premium Adjustable Whole Life (Group - Payroll Deduction) |
| LC90 | Universal Life / Flexible Premium Adjustable Whole Life (Group) |
| LC90 | Universal Life / Flexible Premium Adjustable Whole Life (Payroll Deduction) |
| LC90 | Universal Life / Flexible Premium Adjustable Whole Life (VFIS) |
| VANTAGE | Value+ IUL |
| ALIP | Value+ Protector |
| ALIP | Value+ Protector II |
| ALIP | Value+ Protector III |
| ALS | Vision Flexible Premium Variable Universal Life Insurance |

AGLIC Settlement Administrator
 P.O. Box 4725
 Baton Rouge, LA 70821

Your Claim Form Must Be Submitted On or Before August 28, 2023

Buck et al. v. American General Life Insurance Company
 United States District Court for the District of New Jersey (Case No. 1:17-cv-13278)

PROOF OF CLAIM

If you are an AGLIC Policyholder¹ and have not received individualized notice from AGLIC that you are a Settlement Class Member, but you believe you meet the Identified Damages Settlement Class Member Criteria set forth below, you must submit a Claim to be eligible for compensation from the Settlement. To submit a Claim, you must complete, sign, and return the enclosed form, along with the relevant Proof Needed to establish that you meet the criteria.

| Identified Damages Settlement Class Member Criteria | | |
|--|--|---|
| <i>Administrative System²</i> | <i>Criteria</i> | <i>Proof Needed</i> |
| ULA | For Active Policies or Inactive Policies, the Policyholder received a DEFRA Letter on or after December 19, 2011; or | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • DEFRA Letter received on or after December 19, 2011 |
| | For Active Policies, (i) before August 1, 2017, the Policy (a) had a death benefit option change from an increasing death benefit to a level death benefit, (b) had a rider terminated; (c) has had a decrease in the Specified Amount, or (d) experienced a rate class change; or (ii) the Policy is projected to, through the continued payment of Planned Premiums, reach or exceed the premium limits contained in and imposed by IRC § 7702 | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • Proof that policy is active • Endorsement or other written confirmation from AGLIC showing relevant transaction (i.e., death benefit option change from an increasing death benefit to a level death benefit, rider termination, decrease in Specified Amount, or a rate class change), before August 1, 2017; or letter from actuary or certified public accountant stating that through continued payment of Planned Premiums, Policy is projected to reach or exceed the premium |

¹ Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Settlement Agreement.

² Refer to Appendix A of the Long-Form Settlement Notice to determine which administrative system is associated with your Policy.

| | | |
|----------------------------|---|---|
| | | limits contained in and imposed by IRC § 7702. |
| LifeComm 86 LifeComm 90 | For Active Policies or Inactive Policies, the Policyholder received a DEFRA Letter on or after December 19, 2011 | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • DEFRA Letter received on or after December 19, 2011 |
| | For Active Policies, the Policy is projected to, through the continued payment of Planned Premiums, reach or exceed the premium limits contained in and imposed by IRC § 7702; | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • Proof that policy is active • Letter from actuary or certified public accountant stating that through continued payment of Planned Premiums, Policy is projected to reach or exceed the premium limits contained in and imposed by IRC § 7702. |
| ALS | For Active Policies or Inactive Policies, the Policyholder received a DEFRA Letter on or after December 19, 2011 | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • DEFRA Letter received on or after December 19, 2011 |
| | For Active Policies, (i) before April 30, 2019, the Policy had a death benefit option change from an increasing death benefit to a level death benefit; or (ii) the Policy is projected to, through the continued payment of Planned Premiums, reach or exceed the premium limits contained in and imposed by IRC § 7702; | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • Proof that policy is active • Endorsement or other written confirmation from AGLIC showing a death benefit option change before April 30, 2019; or letter from actuary or certified public accountant stating that through continued payment of Planned Premiums, Policy is projected to reach or exceed the premium limits contained in and imposed by IRC § 7702. |
| ALIP | For Active Policies or Inactive Policies, the Policyholder received a DEFRA Letter on or after December 19, 2011 | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • DEFRA Letter received on or after December 19, 2011 |
| | For Active Policies, (i) on or before June 1, 2019, the Policy had a death benefit option change from an increasing death benefit to a level death benefit, or had a decreased Specified Amount; or (ii) the Policy is projected to, through the continued payment of Planned Premiums, reach or exceed the premium limits contained in and imposed by IRC § 7702 | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • Proof that policy is active • Endorsement or other written confirmation from AGLIC showing a death benefit option change from an increasing death benefit to a level death |

| | | |
|----------------|--|---|
| | | benefit or decrease in Specified Amount between January 1, 2014, and April 30, 2019; or letter from actuary or certified public accountant stating that through continued payment of Planned Premiums, Policy is projected to reach or exceed the premium limits contained in and imposed by IRC § 7702. |
| Vantage | For Inactive Policies, between January 1, 2011, and April 1, 2019, the Policy had a death benefit option change from an increasing death benefit to a level death benefit, or between January 1, 2014, and April 1, 2019, the Policy had a decrease in the Specified Amount; and the Policyholder received a DEFRA Letter both after December 19, 2011, and the date of the death benefit option change or decrease in death benefit amount. | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • Endorsement or other written confirmation from AGLIC showing a death benefit option change from an increasing death benefit to a level death benefit between January 1, 2011, and April 1, 2019, or showing a decrease in Specified Amount between January 1, 2014, and April 1, 2019 • DEFRA Letter received on or after December 19, 2011, and after the date of the death benefit option change or decrease in Specified Amount. |
| | For Active Policies, between January 1, 2011, and April 1, 2019, the Policy had a death benefit option change from an increasing death benefit to a level death benefit, or between January 1, 2014, and April 1, 2019, the Policy had a decrease in the Specified Amount. | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • Proof that policy is active • Endorsement or other written confirmation from AGLIC showing a death benefit option change from an increasing death benefit to a level death benefit between January 1, 2011, and April 1, 2019, or showing a decrease in Specified Amount between January 1, 2014, and April 1, 2019 |
| VFLEX AGNIS | For Active Policies and Inactive Policies, the Policyholder received an Illustration on or before April 30, 2019. | <ul style="list-style-type: none"> • Life insurance policy on relevant administrative system • Illustration on or before April 30, 2019 |

Buck et al. v. American General Life Insurance Company
 United States District Court for the District of New Jersey (Case No. 1:17-cv-13278)

PROOF OF CLAIM

If you are acting in a representative capacity on behalf of a policyholder (such as an executor, administrator, trustee, or other representative), you must also submit evidence of your current authority to act on behalf of that policyholder. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

You must fully complete and sign this Proof of Claim Form and submit it, along with your proof, by First-Class Mail, postmarked no later than **August 28, 2023**, to the Settlement Administrator, at the following address:

AGLIC Settlement Administrator
 P.O. Box 4725
 Baton Rouge, LA 70821

UNLESS YOU WERE ADVISED BY AGLIC THAT YOU HAVE BEEN IDENTIFIED AS A MEMBER OF THE DAMAGES SETTLEMENT CLASS, IF YOU MEET THE ABOVE CRITERIA, YOUR FAILURE TO SUBMIT A CLAIM AND PROOF BY **AUGUST 28, 2023**, WILL RESULT IN A REJECTION OF YOUR CLAIM AND PRECLUDE YOU FROM RECEIVING ANY MONETARY BENEFIT FROM THE SETTLEMENT OF THIS ACTION. YOU NEVERTHELESS WILL BE BOUND BY THE SETTLEMENT, INCLUDING THE RELEASE, AND THE FINAL APPROVAL ORDER AND JUDGMENT OF THE COURT, UNLESS YOU EXCLUDED YOURSELF FROM THE SETTLEMENT IN ACCORDANCE WITH THE TERMS OF THE SETTLEMENT AGREEMENT AND CLASS NOTICE.

SUBMISSION OF A PROOF OF CLAIM WITH YOUR PROOF DOES NOT ASSURE THAT YOU WILL SHARE IN THE BENEFITS OF THE SETTLEMENT. YOU MUST MEET THE ABOVE CRITERIA.

DO NOT MAIL OR DELIVER YOUR CLAIM AND PROOF TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL, IF YOU DO SO, YOUR CLAIM WILL NOT BE CONSIDERED TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE SETTLEMENT ADMINISTRATOR.

I. Claimant Information

| | | |
|------------|----------------|-----------|
| | | |
| First Name | Middle Initial | Last Name |

Business Name

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)

| | | |
|------|-------|----------|
| | | |
| City | State | Zip Code |

| | | | | |
|-----------|---|---------------|---|--|
| | - | | - | |
| Day Phone | | Evening Phone | | |

Email

| | | | | |
|------------------------|----|--|---|--|
| | - | | - | |
| Social Security Number | OR | Taxpayer Identification Number (for estates, trusts, corporations, etc.) | | |

II. Policy Number

Policy Number

Buck et al. v. American General Life Insurance Company
United States District Court for the District of New Jersey (Case No. 1:17-cv-13278)

III. Proof

Enclosed are the documents in my possession proving that the above policy meets the criteria for compensation as detailed in the Proof of Claim.

Also enclosed, where applicable, is official proof of my legal authority to act in a representative capacity on behalf of a policyholder (such as an executor, administrator, trustee, or other representative).

IV. Certification

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM IS TRUE, CORRECT, AND COMPLETE AND ALL OF THE ENCLOSED DOCUMENTS ARE ACCURATE AND TRUE COPIES.

Date

Signature of Claimant or Claimant's legal representative and title (If this claim is being made on behalf of Joint Claimants, then each must sign)

Reminder Checklist

1. Complete all sections of this Claim Form.
2. Sign and date the Claim Form in Section IV.
3. Keep copies of the completed Claim Form and documentation for your own records.
4. Mail your completed Claim Form to the Settlement Administrator at the address at the top of Page 1 of this Claim Form.
5. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form. You can contact the Settlement Administrator at 1-877-540-4332 or by email at info@AGLICClassAction.com
6. Please visit the settlement website at www.AGLICClassAction.com for more information about this settlement.

EXHIBIT D

Potential Supplemental Damages Class Members

Buck v. American General Life Insurance Company, Case No. 1:17-CV-13278

| Count | First Name | Last Name | Basis for Rejection |
|-------|------------|-----------|---|
| 1 | Mettie | Mize | Documentation required to establish that a policy meets eligibility criteria was not provided with proof of claim form. |
| 2 | Jeannie | Bellina | |
| 3 | Paul | Kondratuk | |
| 4 | Lonnie | Woods | Documentation submitted with proof of claim form is insufficient or lacks information for the Settlement Administrator to establish that a policy meets eligibility criteria. |
| 5 | Sharon | James | |
| 6 | Marvin | Hicks | |
| 7 | Dennis | Shepard | Documentation submitted with proof of claim form does not establish that a policy meets eligibility criteria. |
| 8 | Carol Ann | Aldrich | |
| 9 | Carolyn | Kidd | |

EXHIBIT E

| Exclusion Requests | | | | |
|---|-------------------|------------------|--------------|------------------------|
| <i>Buck v. American General Life Insurance Company , Case No. 1:17-CV-13278</i> | | | | |
| Count | First Name | Last Name | State | Submission Date |
| 1 | Louise | Cosby | TN | August 22, 2023 |
| 2 | Donald | Dohn | AL | August 23, 2023 |
| 3 | Leon | Tuttle | TX | August 24, 2023 |
| 4 | Deborah | Pueschel | FL | August 24, 2023 |

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

DUANE BUCK AND ANN BUCK, on Behalf
of Themselves and All Others Similarly
Situated,

Plaintiffs,

vs.

AMERICAN GENERAL LIFE INSURANCE
COMPANY,

Defendant.

Document Electronically Filed

CIVIL ACTION

Case No. 1:17-cv-13278-CPO-EAP

Hon. Christine P. O'Hearn, U.S.D.J.

Hearing date: September 29, 2023

**MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT AND
CERTIFICATION OF SETTLEMENT CLASSES**

STARK & STARK

A Professional Corporation
100 American Metro Boulevard
Hamilton, New Jersey 08619
(609) 896-9060

GORMAN & GORMAN, LLC

Liberty View, Suite 400
457 Haddonfield Road
Cherry Hill, NJ 08002
(856) 665-4300

Counsel for Plaintiffs and Settlement Classes

OF COUNSEL AND ON THE BRIEF:

MARTIN P. SCHRAMA, ESQ.
STEFANIE COLELLA-WALSH, ESQ.
SCOTT B. GORMAN, ESQ.

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I. INTRODUCTION

This is a national breach of contract class action on behalf of thousands of universal life insurance policyholders, based upon allegedly inaccurate information provided to policyholders in “Illustrations” and “Annual Statements.” Plaintiffs, Duane and Ann Buck (“Plaintiffs” or “the Bucks”), sought the certification of injunctive and damages classes and, after over five years of extensive, hard-fought litigation and appeal, and more than a year-long mediation before the Third Circuit Court of Appeals’ Chief Circuit Mediator, the parties agreed to a resolution of the matter, the complete terms of which they memorialized in a Settlement Agreement. The Settlement Agreement provides a straightforward resolution of this complex litigation, along with a fair and adequate remedy to the Class Members.

On June 15, 2023, this Court granted Plaintiffs’ Unopposed Motion for: Preliminary Approval of the Settlement Agreement and Certification of the Settlement Classes; approval of the proposed form of Class Notice; appointment of proposed Class Counsel, Class Representatives and Settlement Administrator; and entry of a Preliminary Approval Order setting a Settlement schedule and date for a Fairness/Final Approval Hearing.

Pursuant to that Preliminary Approval Order and the Settlement Agreement, Plaintiffs now make this Unopposed Motion for: Final Approval of the Settlement Agreement and Certification of the Settlement Classes; Approval of the Settlement Administrator’s administrative costs; Approval of Class Counsels’ Attorneys’ Fees and costs; and Approval of Class Representatives’ Incentive Awards.

Defendant, American General Life Insurance Company (“AGLIC”), does not oppose any of the relief requested. No Class Members have objected to any of the relief requested.

II. PERTINENT FACTS AND PROCEDURAL HISTORY

A. Class Claims¹

Plaintiffs' claims concern Universal Life Insurance policies ("ULs"). ULs have a cash account from which cost of insurance charges (i.e., amounts necessary to fund the policy's death benefit) and expenses are deducted. Any amount by which a policyholder's premium payment exceeds the cost of insurance and expenses remains in the policy's cash account and accrues interest at a minimum guaranteed rate, tax deferred. A UL remains in force, so long as cost of insurance and expenses are paid, until a contractually specified "maturity" date (or until the insured dies and the death benefit is paid).

While a policyholder can vary the premium paid towards their UL, premium payments are limited by *Internal Revenue Code* ("IRC") section 7702, codified as part of the *Deficit Reduction Act of 1984* ("DEFRA"). IRC § 7702 provides detailed guidelines that weigh numerous factors in order to set the amount of premiums and level of coverage that must be followed for life insurance policies to maintain their tax-advantaged status. Determining whether a life insurance policy complies with these guidelines involves extremely complex mathematical testing. A policy that fails to comply with the limits of IRC § 7702 loses its tax-advantaged status as life insurance under the IRC, causing income that accrues each year to "be treated as ordinary income . . . during [that] year." See IRC § 7702(g)(1)(A).

UL policyholders can receive forward-looking hypothetical depictions of their policy's

¹ This summary of the class claims is generally derived from the pleadings and extensive motion practice in this matter. Capitalized, defined terms found therein, and within the Settlement Agreement, have been maintained here.

performance through updates known as “Illustrations.” All UL policyholders also receive “Annual Statements,” which detail a UL’s present value and status, as well as providing information such as premiums paid and cost of insurance over the immediately preceding policy year. Some Annual Statements include projected “Termination Dates.”

Plaintiffs claim that due to software glitches, Illustrations failed to properly account for the premium contribution limits. This means that a policyholder may have been restricted from paying projected premiums shown by those Illustrations, and funding the cash account. Plaintiffs claim that Illustrations affected by those glitches were inaccurate, constituting breaches of the UL policy contracts. Plaintiffs also claim that, while there was no glitch in the AGLIC Annual Statement software, where Annual Statements had Termination Dates that did not account for *DEFRA* compliance, those Termination Dates could be inaccurate.

AGLIC disputes Plaintiffs’ claims, including the basic premises² upon which Plaintiffs rely in asserting them, along with all allegations of wrongdoing, liability, and damages.

B. Litigation, Appeal, and Settlement

On December 19, 2017, the Bucks filed this class action lawsuit against AGLIC, alleging inaccuracies in Illustrations and Annual Statements that AGLIC provided to its policyholders. [ECF No. 1] On January 3, 2018, the Bucks amended their Complaint. [ECF No. 8] On March 5, 2018, AGLIC filed a Motion to Dismiss the Amended Complaint and strike its class allegations. [ECF No. 17] On October 31, 2018, the Court granted the Motion in part and denied the Motion in part. [ECF No. 25] On December 13, 2018, AGLIC filed an Answer denying the material allegations in the Amended Complaint including, but not limited to, any and all allegations of

² Among other things, AGLIC specifically disputes that its Annual Statements are designed or required to test for *DEFRA* compliance, or that communication of Termination Dates has anything to do with *DEFRA*.

wrongdoing or liability against AGLIC and asserted various defenses to the Bucks' claims. [ECF No. 31]

The parties subsequently engaged in substantial discovery, including written interrogatories; document requests resulting in AGLIC's production of more than 100,000 pages of policy files of potential class members; and party depositions. On July 29, 2020, the Bucks filed a Motion for Certification of a damages class, under Fed. R. Civ. P. 23(b)(3), and an injunctive class, under Fed. R. Civ. P. 23(b)(2). [ECF No. 69] AGLIC opposed the Bucks' Motion, and, as authorized by the Court, filed a sur-reply (to which the Bucks were permitted to file a sur-sur-reply). Briefing on the Bucks' Motion for Certification included extensive declarations from fact and expert witnesses, and from counsel, as well as thousands of pages of exhibits. [ECF Nos. 74-80, 83, 88-89]

On February 25, 2021, the Court denied the Bucks' Motion for Certification. [ECF Nos. 90-91] The Court found, *inter alia*, that the proposed Classes failed to satisfy the predominance and ascertainability requirements of *Fed. R. Civ. P. 23(b)(3)*. The parties agree that, for the purposes of the Settlement Agreement, any predominance and ascertainability issues have been addressed through modification of the Damages Settlement Class definition and the application of certain assumptions regarding policyholder behavior, including premium payment patterns and policy management issues.

On March 11, 2021, the Bucks filed with the United States Court of Appeals for the Third Circuit a petition seeking permission to appeal the Court's denial of the Bucks' Motion for Certification under *Fed. R. Civ. P. 23(f)*. On July 9, 2021, the Third Circuit granted the Bucks' petition. [ECF No. 97] On August 3, 2021, the Bucks' appeal was referred to the Third Circuit's mandatory mediation program.

After more than a year of extensive arms-length negotiations facilitated by the Third Circuit's Chief Circuit Mediator, Joseph A. Torregrossa, the parties entered into a Settlement Agreement. On June 15, 2023, this Court granted Plaintiffs' Unopposed Motion for: Preliminary Approval of the Settlement Agreement and Certification of the Settlement Classes; approval of the proposed form of Class Notice; appointment of proposed Class Counsel, Class Representatives and Settlement Administrator; and entry of a Preliminary Approval Order setting a Settlement schedule and date for a Fairness/Final Approval Hearing. [ECF Nos. 101, 102]

It is respectfully submitted that the Settlement Agreement provides a straightforward resolution of this complex litigation, along with a fair and adequate remedy to the Class Members. Therefore, pursuant to that Preliminary Approval Order and the Settlement Agreement, Plaintiffs now make this Unopposed Motion for: Final Approval of the Settlement Agreement and Certification of the Settlement Classes; Approval of the Settlement Administrator's administrative costs; Approval of Class Counsels' Attorneys' Fees and costs; and Approval of Class Representatives' Incentive Awards.

III. THE TERMS OF THE SETTLEMENT

The full terms of the Settlement are embodied in the parties' comprehensive Settlement Agreement, which was presented to the Court and Preliminarily Approved. [ECF No. 101, Settlement Agreement at Exhibit 1 to Declaration of Counsel]. The Settlement Agreement follows years of litigation, appeal, and mediation that involved wide-ranging discovery and internal investigation of various AGLIC software platforms used to administer ULs. AGLIC identified specific software programs that, under select scenarios and during particular date ranges, may have generated Illustrations that were limited in their ability to account for IRC § 7702 premium

contribution limits (those programs are ULA, Vantage, ALS, ALIP, LifeComm 86, LifeComm 90, VFLEX, and AGNIS). [ECF No. 101, AGLIC Investigation Summary at Exhibit 2 to Declaration of Counsel] AGLIC similarly identified specific software programs that generate Annual Statements containing Termination Dates, which AGLIC contends were not meant to account for *IRC* § 7702 premium contribution limits (those programs are ALS, ALIP, LifeComm 86, LifeComm 90, and ULA). *Ibid.*

The Settlement Agreement provides for a Damages Settlement Class and an Injunctive Settlement Class designed to provide relief to Class Members that were allegedly harmed. Policyholders in the Damages Settlement Class, who may have been affected by allegedly inaccurate Illustrations or Annual Statements, will receive significant cash compensation to be paid out of a non-reversionary Qualified Settlement Fund. Policyholders in the Injunctive Settlement Class, who may have been affected by Annual Statements with Termination Dates that did not, and AGLIC contends were not designed to, check for compliance with *DEFRA*, will receive an enhanced disclosure on their Annual Statements,

The Identified Damages Settlement Class is comprised of 20,804 policyholders that may have been affected by the limitations that AGLIC has identified. The non-reversionary Qualified Settlement Fund from which Damages Settlement Class will be compensated will be funded in the amount of \$4.65 million. Class Counsel is applying for, and AGLIC does not oppose, a fee award of one-third of the total amount funded, equaling \$1,549,845, and out-of-pocket reimbursable litigation costs of \$89,650.49. *See* Schrama Declaration in support of Motion for Final Approval at ¶¶ 3-5; Gorman Declaration in support of Motion for Final Approval at ¶¶ 3, 7. The parties have also agreed that Class Counsel will apply for reimbursement of the Settlement Administrator's costs of approximately \$100,000 (*see* Settlement Administrator Declaration in support of Motion

for Final Approval at ¶ 16), and Incentive Awards to Class Representatives totaling \$25,000, which AGLIC also does not oppose. All of these requested amounts were prominently set forth in all forms of the Class Notice and no Class Members have objected.³ Based upon these calculations, settlement checks to Identified Damages Settlement Class Members will be approximately \$140.⁴

Notice was served in the forms and manners set forth in the Motion for Preliminary Approval [ECF No. 101] and Preliminary Approval Order [ECF No. 102] consisting of the Short Form Class Notice (directly mailed via postcard); the Long Form Class Notice (displayed on the search-optimized settlement website with customized domain name); and the Publication Notice (published in USA Today). [ECF No. 101, Settlement Agreement at Exhibit 1 to Declaration of Counsel, Long Form Class Notice at Exhibit B, Short Form Class Notice at Exhibit C, and Publication Notice at Exhibit D]; *see also*, Settlement Administrator Declaration in support of Motion for Final Approval at ¶¶ 6, 9, 11. The Settlement Administrator has received no objection to any part of the Settlement Agreement, only four exclusions (or opt-outs)⁵, and no valid Proofs of Claim.⁶ *See* Settlement Administrator Declaration in support of Motion for Final Approval at

³ AGLIC has confirmed that it has timely served notices to the required government officials of this Settlement as required under the *Class Action Fairness Act* and received no substantive response.

⁴ After deducting \$1,549,845 in attorneys' fees, \$89,650.49 in reimbursable out-of-pocket costs, \$100,000 in administration costs, and \$25,000 in Class Representative Incentive Awards, the \$4,650,000 Settlement Fund equals \$2,885,504.51. Split equally among the 20,254 Identified Damages Settlement Class Members that will receive monetary compensation, *see infra* at 8-9, each such Identified Damages Settlement Class Member will receive a settlement check in the approximate amount of \$140.

⁵ Considering the 20,802 Identified Damages Settlement Class Members, that represents an approximately 0.019% opt-out rate.

⁶ As set forth more particularly in the Motion for Preliminary Approval, the parties believe that all policyholders that meet the criteria for compensation were identified pursuant to an exhaustive internal review applying objective criteria [ECF No. 101, AGLIC Investigation Summary at Exhibit 2 to Declaration of Counsel]. These Identified Damages Settlement Class Members were not required to submit any claims forms or materials. They received the Short Form Class Notice and,

¶¶ 15, 17-18.

The parties anticipate that, out of the over 20,000 checks being sent out to Identified Class Members, a *de minimis* number of checks will not be cashed for any number of reasons. Those funds will not revert to AGLIC, but, after 180 days, shall be turned over to the Class Member's state unclaimed property division.⁷ Similarly, there is a very small percentage of postcard Notices (approximately 1%), that were returned as undeliverable, and for another 2.5% of Identified Damages Settlement Class Members, AGLIC had address information that was insufficient or incomplete to enable the Settlement Administrator to send a Short Form Class Notice or perform a skip trace search (generally where the relevant policy was terminated years ago). *See* Settlement Administrator Declaration in support of Motion for Final Approval at ¶¶ 5-8.

For the small number of Identified Settlement Class Members whose Short Form Class Notices were returned as undeliverable, the Settlement Administrator is attempting to re-mail those Notices or determine a valid alternate address where possible. The funds for those Class Members (who have all received the Publication Notice and access to the Long Form Class Notice), shall be

with the exception of the four exclusions, will simply be mailed checks. Out of an abundance of caution, the Settlement Agreement allowed for claims by policyholders that could meet the criteria to be Identified Damages Settlement Class Members but were not identified in AGLIC's internal review of its systems. Accordingly, Class Notice was set forth on the settlement website and published in a periodical of national circulation per the Preliminary Approval Order. Twenty-seven policyholders submitted Proofs of Claim. Of these, nineteen were Identified Damages Settlement Class Members whose Proofs of Claim were unnecessary, as they already will be compensated. Nine Proofs of Claim were rejected by the Settlement Administrator, as they did not meet the required criteria to be Approved Claims and did not provide any proofs, including any *DEFRA* notices. *See* Settlement Administrator Declaration in support of Motion for Final Approval at ¶ 15.

⁷ "Settlement checks shall remain negotiable for 180 days from the date of mailing. Settlement checks that are not negotiated within this time shall be null and void, and those funds shall be sent by the Settlement Administrator, for the benefit of the relevant Damages Settlement Class Member, to the unclaimed property division of the state to which each settlement check was sent or shall be distributed as otherwise ordered by the Court." [ECF No. 101, Settlement Agreement at Exhibit 1 to Declaration of Counsel, ¶ 91]

held pending the Settlement Administrator's efforts, but, after 180 days, shall also be turned over to the Class Member's state unclaimed property division.

For the small number of Identified Settlement Class Members for whom the Settlement Administrator lacked sufficient address information to mail Short Form Class Notices and for whom the Settlement Administrator has not been able to determine a valid address, the amounts of their respective settlement checks shall be distributed equally to the balance of the Damages Settlement Class Members. *See* Settlement Administrator Declaration in support of Motion for Final Approval at ¶ 14.

The Injunctive Settlement Class is comprised of all AGLIC UL policyholders with active policies on one of several defined AGLIC administrative systems, which AGLIC has identified as systems that generate Annual Statements containing Termination Dates. The relief to the Injunctive Settlement Class is in the form of an enhanced disclosure on Annual Statements, which provides:

This Annual Statement does not account for premium contribution limits imposed by applicable law, which may prevent you from paying planned premiums through the listed termination dates.

[ECF No. 101, Settlement Agreement at Exhibit 1 to Declaration of Counsel, ¶ 70]

The Settlement Agreement provides for a release by the Injunctive and Damages Settlement Classes of:

[A]ll claims, actions, causes of action, demands, damages, penalties, losses, or remedies of every nature, whether known or Unknown, that result from, relate to, or arise out of the conduct, acts, omissions, duties, or matters that were or could have been alleged in the Action, or that may hereafter be asserted relating to or arising out of that conduct or those acts, omissions, duties, or matters, relating to or concerning Illustrations, Annual Statements, AGLIC's systems, or AGLIC's calculation of premium limits contained in or imposed by *IRC* § 7702. Released Claims do not include any claim currently pending in any court by a Policyholder against AGLIC that would otherwise be a Released Claim, unless such claim has been disclosed by AGLIC to Class Counsel in writing ten days prior to the deadline to opt out from the Damages Settlement Class as set forth in the Class

Notice.

[ECF No. 101, Settlement Agreement at Exhibit 1 to Declaration of Counsel, ¶ 43]

Pursuant to the Preliminary Approval Order, AGLIC shall fund the Settlement Fund and begin its efforts to place the agreed upon disclosure language on specified Annual Statements within ten days of the Effective Date. Thereafter, payment for Class Representative Incentive Awards, Attorneys' Fees and Litigation Expenses, and Class Notice and Administration Costs, shall all be completed within five days after the Settlement Fund is Funded. Payment to Damages Settlement Class Members in accordance with the Allocation Plan shall begin to be issued within ten days after the Settlement Fund is funded.

Again, and most significantly, all the foregoing terms of the Settlement Agreement have been fully disclosed, duly communicated in all of the forms of Notice and otherwise available to all Class Members, and no Class Members have objected.

IV. THE SETTLEMENT SHOULD BE APPROVED

Fed. R. Civ. P. 23(e) requires judicial approval of class action settlements. Approval of a proposed class action settlement is within the broad discretion of the District Court. *Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975). Settlement of class actions and other complex cases is particularly favored, as substantial resources can be conserved by avoiding the time, cost and rigors of prolonged litigation. "The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation." *In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995); *see, also, In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) (there is an "overriding public interest in settling class action litigation, and it should therefore be encouraged"). In this

manner, the Third Circuit recognizes the “strong judicial policy in favor of class action settlements which results in a circumscribed role for the court in settlement review and approval proceedings.”

Ehrheart v. Verizon Wireless, 609 F.3d 590, 593 (3d Cir. 2010).

Pursuant to *Fed. R. Civ. P. 23(e)(2)*,⁸ a settlement should be approved if it is determined to be fair, reasonable, and adequate, based upon:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) The relief provided for the class is adequate, taking into account:
 - (i) costs, risks, delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment;
 - (iv) any agreement required to be identified under *Rule 23(e)(3)*; and
- (D) the proposal treats class members equitably relative to each other.

In applying these criteria, the goal of the Court's inquiry is “not to determine whether the settlement is the fairest possible resolution” but to determine whether the settlement is fair,

⁸ These factors have been further distilled by the Third Circuit in *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975) (“1) the complexity, expense and likely duration of the litigation; 2) the reaction of the class to the settlement; 3) the stage of the proceedings and the amount of discovery completed; 4) the risks of establishing liability; 5) the risks of establishing damages; 6) the risks of maintaining the class action through trial; 7) the ability of the defendants to withstand a greater judgment; 8) the range of reasonableness of the settlement fund in light of the best possible recovery; 9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation”), and later expanded in *Krell v. Prudential Ins. Co. of Am.*, 148 F.3d 283, 311 (3d Cir. 1998) (“[T]he maturity of the underlying substantive issues, as measured by experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages; the existence and probable outcome of claims by other classes and subclasses; the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved — or likely to be achieved — for other claimants; whether class or subclass members are accorded the right to opt out of the settlement; whether any provisions for attorneys’ fees are reasonable; and whether the procedure for processing individual claims under the settlement is fair and reasonable”).

reasonable, and adequate when considered from the perspective of a class member as a whole. *In re Baby Products Antitrust Litigation*, 708 F.3d 163 (3d Cir. 2013). Moreover, there is a presumption of fairness where: “The settlement negotiations have occurred at arm's length; where there was sufficient discovery; the proponents of the settlement are experienced in similar litigation; and only a small fraction of the class objected.” *In re Warfarin Sodium Antitrust Litigation*, 391 F.3d 516 (3d Cir. 2004).

A. Pursuant to *Fed. R. Civ. P. 23(e)(2)(A)*, the Class Representatives and Class Counsel have adequately represented the Classes

The Class Representatives and Class Counsel have steadfastly represented the Settlement Classes in this complex matter throughout the past nearly six years of litigation. Starting well before that time, Class Counsel was responsible for working with the Class Representatives to investigate, research, and formulate the novel Class claims over several years, with the assistance of the Bucks’ insurance, actuarial, software, and ESI liaison experts. The parties engaged in substantial discovery, including written interrogatories; document requests resulting in AGLIC’s production of more than 100,000 pages of policy files of potential class members; and party depositions. The numerous rounds of briefing on the Bucks’ Motion for Certification included declarations from fact and expert witnesses, and from counsel, as well as thousands of pages of exhibits. That was followed by appellate practice, lengthy mediation, and settlement negotiations. All of this was undertaken against the very real possibility of receiving no recovery whatsoever.

B. Pursuant to *Fed. R. Civ. P. 23(e)(2)(B)*, the Settlement Agreement proposal was negotiated at arm's length

This Settlement Agreement was accomplished through a prolonged arms-length mediation between experienced counsel and presided over by the Third Circuit’s Chief Circuit Mediator, Joseph A. Torregrossa. *See Demmick v. Cellco P’ship*, 2015 U.S. Dist. LEXIS 192723 at *19-20

(D.N.J. April 30, 2015) (*quoting Varacallo v. Massachusetts Mut. life Ins. Co.*, 226 F.R.D. 207, 235 (D.N.J. Feb.15, 2005) (citations omitted) (“[T]he participation of an independent mediator in settlement negotiations virtually insures that the negotiations were conducted at arm's length and without collusion between the parties”); *see, also, In re Cendant Corp. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001); *see, also, Lake v. First Nationwide Bank*, 900 F. Supp. 726, 732 (E.D. Pa. 1995) (internal quotations omitted) (“Significant weight should be attributed to the belief of experienced counsel that the settlement is in the best interest of the class”).

C. Pursuant to *Fed. R. Civ. P. 23(e)(2)(C)*, the relief provided for the Classes is adequate

i. The actual and potential costs, risks, delay of trial and appeal are significant

Plaintiffs’ initial attempt to certify the Classes was denied by the District Court and up on appeal in the Third Circuit. Even if Plaintiffs had success on their appeal, they still would have faced the potential of several more years of litigation, with corresponding mounting costs, and substantial uncertainty.

ii. The proposed method of distributing relief to the Classes, including the method of processing Class Member claims, is effective

The injunctive and damages relief here will provide real benefits quickly and in an orderly fashion. Without any action taken by Class Members, checks will be mailed, and an enhanced disclosure added to Annual Statements.

iii. The terms of the proposed award of attorneys’ fees and timing of payment are reasonable

The terms of the proposed award of requested Attorney’s Fees is the traditional one-third, plus reasonable out-of-pocket reimbursable litigation costs. *Creed v. Benco Dental Supply Co.*, No. 3:12-CV-01571, 2013 U.S. Dist. LEXIS 132911 at *17 (M.D. Pa. Sep. 17, 2013) (citation

omitted) (“[A]n award of one-third of the settlement is consistent with similar settlements throughout the Third Circuit”). Those amounts were fully set forth in all forms of the Class Notice and no Class Members have objected.

iv. Agreements required to be identified under *Fed. R. Civ. P. 23(e)(3)*

There are no agreements required to be identified under *Rule 23(e)(3)*

D. Pursuant to *Fed. R. Civ. P. 23(e)(2)(D)*, the Settlement Agreement proposal treats Class Members equitably relative to each other

Through prolonged investigation and negotiations, the parties and the Mediator agreed that the fairest way to address the claims would be through equal, *per capita* payments to all of the policyholders whose policies were objectively identified as being administered on specific software programs that, under select scenarios and during particular date ranges, may have generated Illustrations that were limited in their ability to account for *IRC § 7702* premium contribution limits, and/or who received Annual Statements containing Termination Dates, which do not account for the *IRC § 7702* premium contribution limits. [ECF No. 101, AGLIC Investigation Summary at Exhibit 2 to Declaration of Counsel] Thus, there are no sub-classes to the Damages Settlement Class and each Identified Damages Settlement Class Member will be treated equitably relative to each other member, in that they will each be automatically mailed the same award payment. [ECF No. 101, Settlement Agreement at Exhibit 1 to Declaration of Counsel, Allocation Plan at Exhibit A]

For all of these reasons, because it is fair, reasonable and adequate, the Settlement Agreement should receive Final Approval.

V. THE SETTLEMENT CLASSES SHOULD BE CERTIFIED

The *Fed. R. Civ. P. 23(a)* elements for class certification are: 1) the class is so numerous

that joinder of all members is impracticable; 2) there are questions of law or fact common to the class; 3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and 4) the representative parties will fairly and adequately protect the interest of the class.

A. Numerosity

Numerosity requires that the class include so many members that joinder would be impracticable. *Fed. R. Civ. P.* 23(a)(1). The Third Circuit has stated that numerosity is “generally met where the moving party ‘demonstrates that the potential number of plaintiffs exceed 40...’” *Stewart v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001) (internal citation omitted); *see also Holton v. Rothschild, Unterberg, Towbin*, 188 F.R.D. 280, 282 (D. Mass. 1987) (50 or 60 members “is sufficiently large” to warrant class determination).

The proposed Settlement Classes satisfy the numerosity requirement, as the. The proposed Damages Settlement Class alone consists of over twenty thousand policyholders.

B. Commonality

The commonality requirement asks plaintiffs to demonstrate that there are questions of fact or law that are common to the members of the class. *Fed. R. Civ. P.* 23(a)(2). This element is “easily met in most cases” because the plaintiffs must only share one common issue. *Neal v. Casey*, 43 F.3d 48, 56 (3d Cir. 1994). Class members do not have to share identical claims or claims arising from the same operative facts. *See Krell*, 148 F.3d at 310; *Neal, supra*, at 57 (factual differences in the claims of class members do not defeat certification). The commonality standard of *Rule* 23(a)(2) is not a high bar; it will be satisfied if the named plaintiffs share at least one question of law or fact with the class. *Chiang v. Veneman*, 385 F.3d 256, 265 (3d Cir. 2004).

The proposed Settlement Classes satisfy the commonality requirement, as the Damages

Settlement Class members share numerous common factual and legal issues relating to the accuracy of Illustrations, generated on specific AGLIC software platforms within a certain timeframe, which were limited in their ability to account for premium contribution limits under *IRC* § 7702. The Injunctive Settlement Class Members all receive Annual Statements with Termination Dates and will benefit from the addition of an enhanced disclosure.

C. Typicality

The claims of the representatives must also be typical of the claims of the class. *Fed. R. Civ. P.* 23(a)(3). The Third Circuit has identified three interrelated considerations relevant to this inquiry: 1) the claims of the class representative must be generally the same as those of the class in terms of both a) the legal theory advanced and b) the factual circumstances underlying that theory; 2) the class representative must not be subject to a defense that is both inapplicable to many members of the class and likely to become a major focus of the litigation; and 3) the interests and incentives of the representative must be sufficiently aligned with those of the class. *In re Schering Plough Corp. ERISA Litig.*, 589 F.3d 585, 599 (3d Cir. 2009). The notion underlying typicality is to ensure the class representative works “to benefit the entire class through the pursuit of their own goals.” *Krell*, 148 F.3d at 311. Typicality does not require all putative class members to share identical claims or underlying facts. *Barnes v. Am. Tobacco Co.*, 161 F.3d 127, 141 (3d Cir. 1998), *cert. denied*, 526 U.S. 1114 (1999). Typicality seeks to ensure that there are no conflicts between the Bucks’ claims and the claims of the Settlement Class Members and that the named plaintiffs have incentives that align with those of absent class members. *Neal*, 43 F.3d at 57.

The proposed Settlement Classes satisfy the typicality requirement, as the claims of the Bucks are typical of the claims of the Settlement Classes (since the Bucks allege that they were affected by Illustrations and Annual Statements, which did not account for premium contribution

limits under *IRC* § 7702). The proposed Class Representatives have, and will continue to, fairly and adequately represent, and protect the interests of the Settlement Classes, as those interests are all congruent. The factual bases, legal theories, and relief sought by the Bucks, are aligned to those of the Settlement Classes.

D. Adequacy of Representation

Adequate representation focuses on two criteria: 1) the plaintiff's attorney must be qualified, experienced and generally able to conduct the proposed litigation; and 2) the plaintiff must not have interests antagonistic to those of the class. *Wetzel v. Liberty Mut. Ins. Co.*, 508 F.2d 239, 247 (3d Cir. 1975). Class Counsel possess the qualifications and experience to represent the Settlement Classes and have prosecuted the claims and settlement negotiations before this Court for nearly six years. In addition, the interests of the Bucks and the Settlement Classes are aligned. The Bucks have also demonstrated through their prolonged efforts that they share a similar interest in obtaining redress for damages allegedly caused to the Settlement Classes.

E. Predominance and Superiority

In order to certify the Damages Settlement Class, the additional⁹ requirements of *Rule* 23(b)(3) require: 1) questions of law or fact common to class members predominate over any questions affecting only individual members; and 2) the class action is superior to other available methods for the fair and efficient adjudication of this matter. *Fed. R. Civ. P. 23(b)(3); In re Constar*

⁹ These additional requirements are not necessary for certification of the Injunctive Settlement Class. An injunctive settlement class can be certified under *Fed. R. Civ. P. 23(b)(2)* when, as here, a defendant has “acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.” Parallel injunctive and damages settlement classes are frequently certified together in this manner. *See, e.g., Osgood v. Harrah's Ent., Inc.*, 202 F.R.D. 115, 129-30 (D.N.J. 2001) (demonstrating the certification of a *Rule* 23(b)(2) class for that portion of the case addressing injunctive relief and a *Rule* 23(b)(3) class for the portion of the case addressing damages).

Int'l Inc. Sec. Litig., 585 F.3d 774, 780 (3d Cir. 2009). These two requirements are commonly referred to as predominance and superiority. Here, predominance and superiority determinations must be weighed against the backdrop of the respective considerations of the parties' settlement of the litigation. *See Rosenfeld v. Lenich*, No. 18-CV-6720 (NGG) (PK), 2021 U.S. Dist. LEXIS 26950 at *28 (E.D.N.Y. Feb. 4, 2021) (citing *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 335 (3d Cir. 2011) (internal quotations omitted) ("Some inquiries essential to litigation class certification, including the issue of manageability—how the case will or can be tried, and whether there are questions of fact or law that are capable of common proof, are no longer problematic in the settlement context").

The *Fed. R. Civ. P.* 23(b) predominance inquiry is satisfied if it is clear that common interests will predominate over individual issues. *In re Constar Int'l, Inc. Sec. Litig.*, 585 F.3d at 780; *In re NASDAQ Mkt.-Makers Antitrust Litig.*, 169 F.R.D. 493, 517 (S.D.N.Y. 1996) (citation omitted). In determining whether common questions of law or fact predominate, the court should determine if the various claims of the plaintiffs are sufficiently cohesive to justify treating them all in one, single judicial forum. *See, e.g., Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997) ("Predominance is a test readily met in certain cases alleging consumer or securities fraud").

The proposed Damages Settlement Class satisfies the predominance requirement, as the common issues of fact and law identified above are the key issues in the claims of every Class Member in this breach of contract action. It is clear that individual issues in this case do not overwhelm the common questions of law or fact, as the claims all involve the similar alleged limitations affecting the systems that generated Illustrations and Annual Statements provided to the Damages Settlement Class Members. Most significantly, determining whether questions of fact or law are capable of common proof at trial is not relevant in the context of the Settlement

Agreement.

With respect to the superiority requirement, the Court will consider: 1) the interest of members of the class in individually controlling the prosecution or defense of separate actions; 2) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; 3) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and 4) the difficulties likely to be encountered in the management of a class action. *Fed R. Civ. P. 23(b)(3)*; *Chemi v. Champion Mortg.*, 2009 U.S. Dist. Unpub. LEXIS 44860 at *23 (D.N.J. 2009). Notably, the United States Supreme Court recognized that where a court is “[c]onfronted with a request for settlement-only class certification, a [local] court need not inquire whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620 (citation omitted). Here, the proposed Damages Settlement Class satisfies the superiority requirement, as the large size of the Class, the relatively small potential recovery of each of the Damages Settlement Class Members, the extreme complexity of the litigation, the cost of the litigation, and similar issues, make a class action the superior method of adjudicating the claims presented here. The interests of the Damages Settlement Class Members in individually controlling the prosecution of separate claims are minimal (and the parties have no knowledge of any similar pending individual claims), and they are outweighed by the efficiency of the class mechanism. It would be a waste of judicial and individual resources to require thousands of separate prosecutions of claims that could be efficiently resolved by certification of the Damages Settlement Class. Furthermore, the Court will not experience any difficulties in managing the Settlement Classes since the case will end, through settlement, upon certification.

Therefore, the Injunctive Settlement Class should be certified and, having met the

additional predominance and superiority requirements, the Damages Settlement Class should also be certified.

VI. THE APPLICATIONS FOR ADMINISTRATIVE COSTS, ATTORNEYS' FEES AND COSTS, AND INCENTIVE AWARDS SHOULD BE GRANTED

A. Administrative Costs

Class Counsel selected Postlethwaite & Netterville, APAC ("P&N," which is now part of EisnerAmper) as the proposed Settlement Administrator. P&N quoted a budget for this project of approximately \$100,000 (based upon their extensive experience in similar matters) and was appointed by the Court as the Settlement Administrator. [ECF Nos. 101, 102] P&N's expected budget amount was prominently set forth in all forms of the Class Notice and no Class Members have objected.

P&N's responsibilities have included: 1) mailing the Short Form Class Notice to over 20,000 Class members; 2) setting up the search-optimized website, with a customized domain name, containing the Long Form Class Notice, Proof of Claim form, case materials, and frequently asked questions; 3) arranging for the approved Publication Notice; 4) monitoring a toll-free number and email address for Class Member inquiries; 5) processing all Proofs of Claim; 6) reporting on all exclusions and objections, determining whether any Claims by potential Supplemental Damages Settlement Class Members are Approved Claims; and 7) addressing all responses and issues regarding the foregoing. P&N will also be responsible for engaging an escrow agent to establish the Qualified Settlement Fund, and processing payment to the Damages Settlement Class Members. Based upon the scope of remaining work, P&N does not expect to exceed the total of \$100,000 for settlement administration that has been budgeted and disclosed in

all forms of Class Notice. *See* Settlement Administrator Declaration in support of Motion for Final Approval at ¶ 16,

Accordingly, it is respectfully submitted that the Settlement Administrator costs, which are expected not to exceed \$100,000, should be approved.

B. Attorneys' Fees and Costs

From the common fund, Class Counsel seeks Attorneys' Fees of one-third of the total settlement amount, equaling \$1,549,845, and reimbursement of out-of-pocket litigation costs of \$89,650.49. *See* Schrama Declaration in support of Motion for Final Approval at Exhibit A. These requested amounts were prominently set forth in all forms of the Class Notice and no Class Members have objected. AGLIC does not contest Class Counsel's request.

“[A] private plaintiff, or plaintiff's attorney, whose efforts create, discover, increase, or preserve a fund to which others also have a claim, is entitled to recover from the fund the costs of his litigation, including attorneys' fees.” *In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d at 820 n.39. “Courts use the percentage of recovery method in common fund cases on the theory that the class would be unjustly enriched if it did not compensate the counsel responsible for generating the valuable fund bestowed on the class.” *Id.* at 821. The Third Circuit has held that percentage fee awards in cases where a common fund has been established for the benefit of the class often fall between nineteen and forty-five percent of the settlement fund. *Id.* at 821; *see Altnor v. Preferred Freezer Servs.*, 197 F. Supp. 3d 746, 768 (E.D. Pa. 2016) (An award of one-third of the settlement fund is the "benchmark" percentage for an award to counsel).

In determining entitlement to attorneys' fees and costs, a court should consider:

1) the size of the fund and the number of beneficiaries; 2) the presence or absence of objections by members of the class to the terms of the settlement or the fees; 3) the skill and efficiency of the lawyers; 4) complexity and duration of litigation; 5) the risk of nonpayment; 6) the time devoted to the case by the plaintiffs' counsel; and 7) awards in

similar cases.

See Gunter v. Ridgewood Energy Corp., 223 F.3d 190, 195 n.1 (3d Cir. 2000). Additional factors for consideration include:

8) the value of benefits attributed to the efforts of class counsel relative to the efforts of other groups; 9) the percentage of the fee that would have been negotiated had it been subject to a private contingency agreement; and 10) any innovative terms of the settlement.

See In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions, 148 F.3d 283, 336-40 (3rd Cir. 1998); *see, also, In re Diet Drugs*, 582 F.3d 524 (3rd Cir. 2009).

Here, the total fund is \$4,650,000 and the number of Damages Settlement Class Members is 20,804. None of the Class Members have objected to the Settlement Agreement or requested fees. Class Counsel identified and prosecuted this case of first impression, involving complex insurance, tax, and software issues, over the course of nearly six years (Class Counsel also investigated, researched, and formulating the claims over several years). The unique character of the claims, the fact that the claims were on appeal after certification was denied, the number of cumulative hours spent on the claims, and the fact that Class Counsel is only seeking the traditional one-third percentage without any multipliers,¹⁰ all support this reasonable application for Attorneys' Fees and out-of-pocket reimbursable litigation costs. Furthermore, no state or other authorities assisted Class Counsel, a one-third contingency fee in such cases is very reasonable considering the risks involved, and the complexity of the claims required detailed and innovative settlement terms negotiated over several months in mediation.

In addition, Class Counsel's fee application are less than fifty percent of their combined lodestar at published rates, not considering the risk of nonpayment, work to finalize the settlement,

¹⁰ *See In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 341 (3d Cir. 1998) (citations omitted) (Fee multipliers ranging from one to four times actual billed time are frequently awarded in common fund cases).

unbilled paralegal work, and significant injunctive relief achieved. *See In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (While the lodestar method is usually applied in statutory fee-shifting cases, it is generally used to “cross-check” percentage fee awards in common fund cases). *See* Schrama Declaration in support of Motion for Final Approval at ¶ 4; Gorman Declaration in support of Motion for Final Approval at ¶¶ 3, 7 (At their published hourly rates, Class Counsel’s combined lodestar would be roughly \$3,418,112, not including paralegal time or the time anticipated to finalize the Settlement).

Finally, Class Counsel also seeks reimbursement of out-of-pocket litigation costs in the amount of \$89,650.49. All the forms of Class Notice stated that those costs would total approximately \$100,000, and no Class Members have objected. Most of those costs were expended on experts (insurance, actuarial, software, and ESI liaison experts) and expert reports during the litigation, certification application, and appeal. *See* Schrama Declaration in support of Motion for Final Approval at Exhibit A.

Accordingly, it is respectfully submitted that the one-third Attorneys’ Fees and out-of-pocket reimbursable litigation costs of \$89,650.49 requested by Class Counsel are reasonable and should be approved.

C. Incentive Awards

Class Counsel seeks, and AGLIC does not oppose, Incentive Awards to the Class Representatives in the amount of \$12,500 each (\$25,000 in total). This requested amount was prominently set forth in all forms of the Class Notice and no Class Members have objected. The class representatives, Mr. and Mrs. Buck, despite advanced age and health issues, were closely involved in the litigation, including paper discovery and sitting for depositions, over the course of several years. Incentive awards are given “to compensate class representatives for work done on

behalf of the class, to make up for financial or reputational risk undertaken in bringing the action,. . . to recognize their willingness to act as a private attorney general, . . . and to induce an individual to become a named plaintiff.” *Muransky v. Godiva Chocolatier, Inc.*, 905 F.3d 1200, 1219 (11th Cir. 2018); *accord In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 285 (3d Cir. 2009).

Here, the Bucks have expended a considerable amount of time and energy in this long, complex, and stressful endeavor on behalf of the Classes. Accordingly, it is respectfully submitted that the Incentive Awards to the Bucks of \$12,500 each (\$25,000 in total) are reasonable and should be approved.

VII. CONCLUSION

Based upon the foregoing arguments and legal precedent, it is respectfully requested that the Court grant Plaintiffs’ unopposed motion.

Dated: September 19, 2023

Respectfully submitted,

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Attorneys for Plaintiffs

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

DUANE BUCK AND ANN BUCK, on Behalf
of Themselves and All Others Similarly
Situated,

Plaintiffs,

vs.

AMERICAN GENERAL LIFE INSURANCE
COMPANY,

Defendant.

CIVIL ACTION

Case No. 1:17-cv-13278-CPO-EAP

Hon. Christine P. O’Hearn, U.S.D.J.

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND CERTIFYING
SETTLEMENT CLASSES**

THIS MATTER having been presented to the Court by Stark & Stark, P.C., and Gorman & Gorman, LLC, as counsel for Plaintiffs, Duane and Ann Buck and those similarly situated, by way of an Unopposed Motion for: Final Approval of the Settlement Agreement and Certification of the Settlement Classes; Approval of the Settlement Administrator’s administrative costs; Approval of Class Counsels’ Attorneys’ Fees and costs; and Approval of Class Representatives’ Incentive Awards; and the Court having considered the arguments of counsel for Plaintiffs, and for good cause appearing,

WHEREAS, the Court has considered the Settlement Agreement with associated exhibits and appendices, the Preliminary Approval Order, and all of the submissions of counsel; and

WHEREAS, the Court finds that it has jurisdiction over all of the parties and the subject matter of this litigation; and

WHEREAS, the Court finds that the Settlement Agreement is fair, reasonable, and adequate pursuant to *Fed. R. Civ. P.* 23(e)(2) and all other applicable standards, and in consideration of various factors including that: the Class Representatives and Class

Counsel have adequately represented the Settlement Classes; the Settlement Agreement was negotiated at arm's length; the relief provided for the Settlement Classes is adequate, taking into account costs, risks, delay of trial and appeal, the effectiveness of the proposed method of distributing relief to the Settlement Classes and processing Class Member claims, the terms of the proposed award of Class Counsel Attorneys' Fees, costs, and the timing of payment, and the non-existence of any agreement required to be identified under *Fed. R. Civ. P. 23(e)(3)*; and the Settlement Agreement treats Settlement Class Members equitably relative to each other; and

WHEREAS, the Court finds that the Damages and Injunctive Settlement Classes should be certified under *Fed. R. Civ. P. 23*, based on its determination that: the Classes are so numerous that joinder of all members is impracticable; there are questions of law or fact common to the Classes; the claims or defenses of the Class Representatives are typical of the claims or defenses of the Classes; the Class Representatives will fairly and adequately protect the interest of the Classes; questions of law and fact common to the Class Members predominate over any questions affecting only individual members; the class action is superior to other available methods for the fair and efficient adjudication of this matter; and

WHEREAS, the Court finds that the form and manner of the Class Notice, consisting of a Short Form Class Notice mailed out via postcard, Long Form Class Notice placed on the settlement website, and Publication Notice published in a newspaper of national circulation (*USA Today*), was accurate, objective, informative, and sufficiently provided Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness, and, therefore, met

the requirements of *Fed. R. Civ. P. 23* (including *Rules 23(e)(1)(B)* and *23(c)(2)(B)*), due process, the *Constitution of the United States*, and all other applicable standards; and

WHEREAS, the Court finds that the Settlement Administrator's requested administration costs are reasonable in consideration of various factors including: the administration services provided; the administration services to be provided; and the benefit bestowed upon the Settlement Classes; and

WHEREAS, the Court finds that the Class Counsel's requested Attorneys' Fees, and requested of out-of-pocket reimbursable litigation costs, are reasonable pursuant to all applicable standards, and in consideration of various factors including: the benefit bestowed upon the Settlement Classes; the size of the fund and the number of beneficiaries; the absence of any objections and relative paucity of any exclusions by Class Members; the skill and efficiency of Class Counsel; the complexity of the litigation spanning over several years; the risk of nonpayment; the time devoted by Class Counsel; awards in similar cases; the value of benefits attributed to the efforts of Class Counsel relative to the efforts of other groups; the percentage of the Attorneys' Fees that would have been negotiated had it been subject to a private contingency agreement; the innovative terms of the Settlement Agreement; and a comparison to Class Counsel's lodestar; and

WHEREAS, the Court finds that the Class Representatives' requested Incentive Award is reasonable in consideration of various factors including: the time dedicated; the supporting evidence provided; and the benefit bestowed upon the Settlement Classes;

It is this ___ day of _____ 2023:

ORDERED that the Motion for Final Approval of the Class Action Settlement Agreement and Certification of Settlement Classes is **GRANTED**. Unless otherwise

defined herein, all terms used in this Order shall have the same meaning as defined in the Settlement Agreement. The Plaintiffs and Defendant are to carry out the Settlement according to the terms of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order; and it is further

ORDERED that the following Settlement Classes are certified pursuant to the Settlement Agreement and *Fed. R. Civ. P. 23*:

a. Damages Settlement Class: All Identified Damages Settlement Class Members and Supplemental Damages Settlement Class Members;

b. Injunctive Settlement Class: All Policyholders with Active Policies administered on Defendant's ULA, LifeComm86, LifeComm90, ALS, or ALIP administrative systems;

and it is further

ORDERED that Damages Settlement Class Members shall receive their settlement awards according to the Allocation Plan set forth in the Settlement Agreement, except as otherwise provided in this Order, with any awards that remain uncashed or unclaimed after 180 days to be turned over to that Damages Settlement Class Member's state unclaimed property division, and any awards for Class Members whose Short Form Class Notices were returned as undeliverable to be held by the Settlement Administrator for 180 days pending the Settlement Administrator's efforts to determine a valid alternative address where possible, after which those awards shall be turned over to that Damages Settlement Class Member's state unclaimed property division; and it is further

ORDERED that settlement payments for any Identified Damages Settlement Class Members for whom the Settlement Administrator lacked sufficient address information to

mail Short Form Class Notices and is therefore unable to mail settlement checks shall be distributed equally to the balance of Damages Settlement Class Members; and it is further

ORDERED that any Settlement Class Member who did not timely request exclusion from the Settlement Agreement in accordance with its terms is bound by the terms of the Settlement Agreement and fully releases and discharges the Released Claims in accordance with the terms of the Settlement Agreement; and it is further

ORDERED that Martin P. Schrama and Stefanie Colella-Walsh, of Stark & Stark, P.C., and Scott B. Gorman, of Gorman & Gorman, LLC, are confirmed as Class Counsel of the Settlement Classes and are hereby awarded one-third of the gross settlement fund in Attorneys' Fees, totaling \$1,549,845, along with \$89,650.49 in out-of-pocket reimbursable litigation Costs, to be paid from the Qualified Settlement Fund; and it is further

ORDERED that Postlethwaite & Netterville, APAC is confirmed as Settlement Administrator to perform the duties of Settlement Administrator in accordance with the terms of the Settlement Agreement, and are hereby awarded administrative costs in an amount not to exceed \$100,000, to be paid from the Qualified Settlement Fund; and it is further

ORDERED that the named Plaintiffs, Duane and Ann Buck, are confirmed as the Class Representatives of the Settlement Classes and are hereby awarded \$12,500 each, totaling \$25,000, as Class Representative Incentive Awards, to be paid from the Qualified Settlement Fund; and it is further

ORDERED that, pursuant to the schedule memorialized in the Preliminary Approval Order: AGLIC shall fund the Settlement Fund and begin its efforts to place the agreed upon disclosure language on specified Annual Statements within ten days of the

Effective Date; Payment for Class Representative Incentive Awards, Attorneys' Fees and Litigation Expenses, and Class Notice and Administration Costs shall be completed within five days after the Settlement Fund is funded; and payment to Damages Settlement Class Members in accordance with the Allocation Plan shall begin to be issued within ten days after the Settlement Fund is funded; and it is finally

ORDERED that this matter is dismissed with prejudice, without any cost to any of the parties other than those provided in the Settlement Agreement. The Court shall maintain jurisdiction to enforce the terms of this Final Approval Order.

Hon. Christine P. O'Hearn
United States District Judge

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

DUANE BUCK AND ANN BUCK,
on Behalf of Themselves and All Others
Similarly Situated,

Plaintiffs,

vs.

AMERICAN GENERAL LIFE INSURANCE
COMPANY,


Defendant.

Case No. 1:17-cv-13278-CPO-EAP

**CERTIFICATION OF
FILING AND SERVICE**

I hereby certify that a true copy of Plaintiffs' Unopposed Motion for Final Approval of Class Settlement and Certification of Settlement Classes, was filed and served this 19th day of September, 2023, via the Court's CM/ ECF system to all counsel of record.

BY: _____


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