

**IMPORTANT LEGAL MATERIALS**

<<DATE>>

SETTLEMENT ID #: <<CLMNT ID>>

**Your Anticipated Settlement Distribution**

Delay Damages: \$<<DELAY DAMAGES>>

Other Damages: \$<<OTHER DAMAGES>>

Total Damages: \$<<TOTAL DAMAGES>>

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA

**If you are or were an independent insurance agent (Writing Agent, Writing Agent Upline, Servicing Agent, or Assignee) who sold, were entitled to commissions from, or serviced any life insurance policy issued or assumed by Accordia Life and Annuity Company (“Accordia”) or its New York-licensed affiliate First Allmerica Financial Life Insurance Company (“FAFLIC”) on or after May 1, 2014, you may be entitled to receive cash and other benefits from a class action settlement.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer. You are not being sued.*

- The proposed Settlement will resolve a lawsuit regarding whether Defendants Accordia and Alliance-One Services, Inc. (the third party administrator for Accordia and FAFLIC) (together, the “Defendants”) failed to properly administer life insurance policies sold and/or serviced by independent insurance agents, called the Settlement Class Members. The Defendants’ administration of the policies allegedly resulted in independent insurance agents being unable to receive timely or appropriate Commission Payments, caused the independent agents to spend significant amounts of time responding to policy administration problems, and led to other related harms.
- The Settlement, if approved, will provide **\$3.1 million** in Monetary Relief to Settlement Class Members who qualify, and will provide Injunctive Relief to the entire Settlement Class. You do not need to take any action to receive these benefits. The Monetary Relief will be automatically distributed to all qualifying Settlement Class Members, without the need for you to file a claim form.
- Your legal rights are affected whether you act or don’t act. Please read this Notice carefully.

<i>Your Legal Rights and Options in this Settlement:</i>	
<b>DO NOTHING</b>	Receive the monetary and injunctive relief provided by the Settlement. Give up the right to sue any of the Defendants or their predecessor or affiliated companies relating to the issues in this lawsuit.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</b>	This is the only option that allows you to ever be a part of any other lawsuit regarding the legal claims in this case. Receive no relief under the Settlement.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court about why you don’t like the Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

- These rights and options – **and the deadlines to exercise them** – are further explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. **Settlement Relief will not be available until after the Court approves the Settlement. Please be patient.**

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## BASIC INFORMATION

### **1. Why did I get this Notice package?**

You received this Notice because you are listed as either the Writing Agent, Writing Agent Upline, Servicing Agent, or Assignee for a life insurance policy that is included in the proposed class action Settlement. The Court directed that the Parties send you this Notice because you have a right to know about the Settlement and about your rights and options under the Settlement before the Court decides whether to approve it.

The Court in charge of the case is the United States District Court for the Southern District of Iowa, Judge John A. Jarvey, and the case is known as *Cohen v. Accordia Life & Annuity Co. and Alliance-One Services, Inc.*, Case No: 4:18-cv-00458-JAJ-SBJ. The person who sued is called the Plaintiff, and the companies he sued – Accordia and Alliance-One Services, Inc. (“Alliance-One”) – are called the Defendants.

If the Court approves the Settlement, the Defendants will provide the Settlement Relief provided for in the approved Settlement. This package explains the lawsuit, the Settlement, your legal rights, what Settlement Relief is available, who is eligible for Settlement Relief, and how the Settlement Relief will be obtained. A third-party company, called the Settlement Administrator, has been hired by the Parties to administer many elements of the Settlement.

### **2. What is this lawsuit about?**

The Settlement involves a class action lawsuit that was brought against Accordia and Alliance-One by David Cohen, CLU (the “Plaintiff”). Plaintiff Cohen alleged that he and other independent life insurance agents were harmed by the Defendants’ failure to properly administer certain life insurance policies. Policy administration errors occurred after a large number of Covered Policies were transferred to a servicing platform administered by Alliance-One. The errors are alleged to have harmed independent insurance agents by causing withheld or delayed Commission Payments, lost future renewal Commission Payments, the impairment of ongoing customer relationships, and by causing independent agents to spend significant amounts of time responding to policy administration problems. The Defendants dispute these claims.

### **3. Why is this a class action?**

In a class action, one or more people (in this case, the Plaintiff David Cohen) sue on behalf of people who allegedly have similar claims. All of these people collectively are a class. One court resolves the issues for all members of the class, except for those who exclude themselves from the class. The Court overseeing the case has preliminarily certified the class for the purposes of Settlement.

### **4. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiff or Defendants. Instead, both sides agreed to a Settlement before the case proceeded to further litigation and a trial. The Plaintiff and his attorneys think the Settlement is fair, reasonable, and adequate and in the best interest of the Settlement Class.

## WHO IS IN THE SETTLEMENT

To determine if you will get any Settlement Relief from this Settlement, you first have to determine whether you are a Settlement Class Member.

### **5. How do I know if I am part of the Settlement Class?**

The Settlement Class for this Settlement includes every person or entity that, during the Settlement Class Period (defined below), was designated as a Writing Agent, Writing Agent Upline, Servicing Agent, or Assignee (defined below) for any of the following types of Covered Policies, or, if such a person is deceased, the executor or representative of his or her estate:

- (1) New Business Policies: Any life insurance policies that, as of May 1, 2014 (the date Accordia began issuing new policies) and up to July 7, 2020, were issued by Accordia or its New York-licensed affiliate FAFLIC and were subsequently administered by Alliance-One. This does not include any policies issued after July 7, 2020.
- (2) Converted Policies: Any life insurance policies that were or are insured, managed, or reinsured by Accordia, its parent, or any affiliated companies and were transferred for administration to Alliance-One’s policy administration system on or around either August 1, 2015 (Wave 1) or January 1, 2016 (Wave 2).

The Settlement Class Period begins on: (1) May 1, 2014 for Settlement Class Members associated with New Business Policies; (2) August 1, 2015 for Settlement Class Members associated with Wave 1 Converted Policies; and (3) January 1, 2016 for Settlement Class Members associated with Wave 2 Converted Policies. The Settlement Class Period ends on July 7, 2020 for all policies.

A “Writing Agent” is defined as any individual(s) listed on a Covered Policy application as the soliciting agent(s) for the policy.

A “Writing Agent Upline” is defined as any individual or entity that a Writing Agent reports to and is or was listed as the upline or next in hierarchy for a Covered Policy during the Settlement Class Period.

A “Servicing Agent” is defined as any individual or entity who is or was listed as the servicing agent of record on PPlus (Alliance-One’s administrative system used to administer Commission Payments) for a Covered Policy during the Settlement Class Period.

An “Assignee” is defined as any business entity (if any) assigned commissions for a Covered Policy via an assignment of commission agreement between the Writing Agent and the Assignee.

#### **6. Are there exceptions to being included in the Settlement Class?**

Yes. The following persons and entities are not included in the Settlement Class:

- (1) individuals who are or were during the Settlement Class Period officers, directors, or employees (and their immediate families) of the Defendants or any of their respective affiliates;
- (2) any justice, judge, or magistrate judge presiding over the Action, and the staff and immediate family of any such justice, judge or magistrate judge;
- (3) the Settlement Administrator and members of any of its personnel’s immediate families; and
- (4) all individuals who submit a timely and proper request to be excluded from (opt-out of) the Settlement Class, or who have otherwise released any and all claims that have or could have been asserted in the Action via a separate settlement agreement.

All persons or entities who receive this Notice and meet the definition of a Settlement Class Member but who submit a valid request to be excluded from the Settlement Class will thereafter not be included in the Settlement Class. In this Notice, the term “Settlement Class Member” is used to describe all persons and entities who meet the definition of a Settlement Class Member and who do not submit a valid request to be excluded from the Settlement Class. The exclusion deadline is **October 5, 2020**, as discussed in Question 14 below.

#### **7. Are there exceptions to being eligible for Settlement Relief?**

Yes. Your eligibility for Monetary Relief and the specific nature and extent of the benefits you will receive depend on your history of Commission Payments and your status as a Writing Agent, Writing Agent Upline, Servicing Agent, or Assignee for Covered Policies. In addition, if, at the time any of the Settlement Relief is otherwise to be provided to you, you previously settled and signed or are bound by a release of claims relating to one or more of the Defendants in connection with policy administration problems or commission delays of the type at issue in this case, you will not be entitled to receive any Settlement Relief unless the previous release of claims otherwise expressly provides.

#### **8. I’m still not sure if I am included in the Settlement.**

If you’re not sure whether you are included in the Settlement, you may call the Settlement Call Center at 1-866-459-3648 (1-866-411-6976 for the hearing-impaired), or visit [www.AccordiaFAFLICClassAction.com](http://www.AccordiaFAFLICClassAction.com) for more information.

### **THE SETTLEMENT BENEFITS – WHAT YOU CAN GET**

#### **9. What benefits does the Settlement generally provide?**

The Settlement provides two types of relief:

- (1) Injunctive Relief that will be automatically provided to all Settlement Class Members, where applicable; and
- (2) Monetary Relief that will be automatically provided to all Settlement Class Members who qualify for it.

A Settlement Class Member may receive both Injunctive Relief and Monetary Relief. These two types of Settlement Relief are described below.

Please note, however, that none of this Settlement Relief will be available to any Settlement Class Member who excludes herself or himself from the Settlement, or if the Court does not give final approval to the Settlement.

## 10. What is Injunctive Relief, and how can I obtain it?

If the Court approves the Settlement, the following Injunctive Relief will automatically be provided to all Settlement Class Members, to the extent applicable:

- **PPlus Remediation.** The Defendants will remediate all known Commission Conversion-Related Issues that are continuing to prevent appropriate Commission Payments from generating for Covered Policies. The remediation process is called the PPlus Remediation. The remediation will be completed no later than December 31, 2021, and may be completed in advance of that date.
- **Payment of Remaining Unpaid Commissions.** For any Commission Payments due but as-yet-unpaid from the beginning of the Settlement Class Period through the PPlus Remediation Completion Date, which delay is caused by Commission Conversion-Related Issues, the Defendants will pay these Commission Payments promptly after completing the PPlus Remediation noted above. The Defendants will also pay 4% interest on any such delayed Commission Payments as described in Question 11.
- **Third Party Review.** The Defendants have retained a third-party entity approved by all Parties to conduct a Third Party Review of the PPlus Remediation described above, along with a general review of the Accordia data on the PPlus commission system and of the Defendants' commission controls. The review will determine whether all Commission Conversion-Related Issues have been identified and remediated, based on a statistically significant sample size. The review will consist of two phases. In the initial scoping phase, the Third Party will perform tests to confirm that all Commission Conversion-Related Issues have been identified by the Defendants. In the second phase, once the PPlus Remediation has been completed, the Third Party will test whether all Commission Conversion-Related Issues have been properly addressed.
- **Ongoing Review of Future Premium and Commission Payments.** The Defendants will review at least 10% of all Commission Payments processed for payment each month to ensure that the Commission Payments are being calculated correctly. The Defendants will also review at least 10% of Premium Transactions that do not have a corresponding Commission Payment each month to ensure that no Commission Payment was due and improperly withheld. These reviews shall be completed on a weekly or monthly basis until the PPlus Remediation is completed. After the PPlus Remediation is completed, the Defendants will continue to review at least 5% of all Commission Payments and Premium Transactions processed each month, completed on a weekly or monthly basis, for one (1) additional year thereafter. Defendants will promptly remediate any commission payment errors identified from this process.
- **Notice of Regulatory Settlements.** The Defendants will provide prompt notice to Class Counsel if any future regulatory settlements conflict with any Injunctive Relief agreed to in this class action settlement.
- **Enhancements to Commission Statements.** The Defendants will enhance the level of detail in their commission statements for Converted Policies to more closely match the level of detail in their commission statements for New Business Policies.

## 11. What is Monetary Relief, and how can I obtain it?

If the Court approves the Settlement, the Defendants will pay eligible Settlement Class Members two types of Monetary Relief: Delay Damages and Other Damages. The Defendants have established a Common Fund of **\$3.1 million** to be paid out directly to eligible Settlement Class Members within sixty (60) days after the Effective Date of the Settlement.

### Delay Damages

There are two types of Delay Damages: (1) Pre-Preliminary Approval Delay Damages, which will compensate Settlement Class Members for any delays in Commission Payments prior to July 7, 2020, and (2) Post-Preliminary Approval Delay Damages, which will compensate Settlement Class Members for delays, if any, in Commission Payments after July 7, 2020.

Pre-Preliminary Approval Delay Damages comprise approximately \$1.2 million of the \$3.1 million Common Fund. If you qualify for payment of Pre-Preliminary Approval Delay Damages, the customized amount expected to be paid to you can be found on the top of page 1 of this Notice. Post-Preliminary Approval Delay Damages are not part of the Common Fund and will be paid separately, based on future Commission Payment delays, if any.

The calculation of Delay Damages is as follows.

- Delay Damages equal to 4% annual interest will be paid for delays to Commission Payments of more than sixty (60) days. The delays for which interest will be applied will be calculated as the difference between: (i) the date the underlying premium payment was applied to the Covered Policy (in instances where the bill to the policyholder was

delayed due to conversion issues, the premium application date was generally backdated to the date the premium would have been due but for the bill delay); and (ii) the date the Commission Payment was credited to the Settlement Class Member's account, minus sixty days.

- Beginning on March 13, 2020, Accordia implemented a procedure, in response to various state directives concerning the COVID-19 pandemic, by which Accordia suspended the termination of life insurance policies for the non-payment of premiums for at least ninety (90) days or until June 11, 2020. The date may be subsequently extended, or such a procedure may be put in place again in the future as a result of further state directives concerning the COVID-19 pandemic. Any Commission Payment delays resulting from these state directives are excluded from the calculation of Delay Damages because they are not conversion-related delays.

### **Other Damages**

After full calculation of all Delay Damages as of July 7, 2020, the remaining Common Fund amount shall be distributed to all Servicing Agent Settlement Class Members based on both the number of Covered Policies each Servicing Agent serviced and the length of time he or she serviced each such Covered Policy during the Settlement Class Period. These payments shall be referred to as "Other Damages." Each day during the Settlement Class Period that a Settlement Class Member was assigned as the Servicing Agent for a given Covered Policy will count as one Policy Service Day. The amount of Other Damages paid to each Servicing Agent Settlement Class Member will be based on his or her total Policy Service Days for all his or her aggregate policies, with the damages payouts to be calculated using the following tiers:

<b>Number of Aggregate Policy Service Days For the Applicable Servicing Agent</b>	<b>Settlement Payment Amount</b>	<b>Number of Servicing Agents</b>	<b>Total Settlement Payments</b>
1 – 18,500	\$25	49,718	\$1,242,950
18,501 – 110,000	\$50	4,811	\$240,550
110,001 – 400,000	\$150	784	\$117,600
400,001 – 600,000	\$500	91	\$45,500
600,001 – 800,000	\$1,000	32	\$32,000
800,001 – 1,000,000	\$2,500	12	\$30,000
>1,000,000	\$5,000	56	\$280,000
		55,504	\$1,988,600

The Other Damages amount for which you qualify can be found on the top of page 1 of this Notice. The round number Settlement Payment Amounts listed in the chart above may be slightly increased or decreased *pro rata* at the time of distribution depending on how many Settlement Class Members opt out of the Settlement, how much interest is earned on the Common Fund before the distribution takes place, and other factors as the distribution is finalized. The *pro rata* adjustments are necessary to ensure that the Common Fund is fully exhausted by the distribution. Any *pro rata* adjustments are expected to be minimal.

If you qualify for Delay Damages and/or Other Damages and the Court grants final approval of the Settlement, you do not need to do anything to receive these payments. The Settlement Administrator will automatically mail you a check in the appropriate amount to the address the Defendants have on file for you and to which this Notice was sent. Alternatively, you may choose to receive your payment electronically. If you would like to receive the payment due to you under this Settlement electronically, please visit the Settlement Website at [www.AccordiaFAFLICClassAction.com](http://www.AccordiaFAFLICClassAction.com) and review the instructions for how to choose electronic payment.

You should consult your own tax advisors regarding the tax consequences of any payments for Delay Damages or Other Damages.

### **12. When would I get my Settlement Relief?**

The Court will hold a hearing on **October 27, 2020**, called the Final Approval Hearing, to decide whether to grant final approval of the Settlement. If the Court issues an order granting final approval and no one appeals that order, the Settlement will become final thirty (30) days after that order is issued. If that happens, the Settlement Administrator will distribute all Pre-Preliminary Approval Delay Damages and Other Damages within sixty (60) days after the Settlement becomes final. The Settlement Administrator will distribute all Post-Preliminary Approval Delay Damages within sixty (60) days after the PPlus Remediation described in Question 10 is completed or sixty (60) days after the Settlement becomes final, whichever is later.

### 13. What am I giving up to get Settlement Relief or stay in the Settlement Class?

Unless you properly exclude yourself, you are staying in the Settlement Class, which means:

- (1) you can't sue, continue to sue, or be part of or receive any benefits in or from any other lawsuit, arbitration, or other legal proceeding against the Defendants, Athene Annuity and Life Company (the company from which Accordia purchased the Converted Policies), and their predecessors, successors, and affiliates, regarding any legal claims that were or could have been made in this case; and
- (2) you give up, or release, any and all claims – regardless of whether they are presently known or suspected, presently unknown or unsuspected, presently existing, or might exist in the future – regarding the Commission Conversion-Related Issues, or any other legal claims that were or could have been made in this case. It also means that all of the Court's Orders in this Action will apply to you and legally bind you, even if you had objected to the Settlement.

#### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want any benefits from this Settlement, or you want to keep the right to sue or continue to sue the Defendants on your own regarding the claims and legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from - or is sometimes referred to as "opting out" of - the Settlement Class.

### 14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying you want to be excluded from the Settlement Class in *Cohen v. Accordia Life & Annuity Co. and Alliance-One Services, Inc.*, Case No: 4:18-cv-00458-JAJ-SBJ (S.D. Iowa). You must include your signature, name, mailing address, email address, and Settlement ID number set forth on the top of page 1 of this Notice. You must mail your exclusion request postmarked no later than **October 5, 2020** to:

Accordia-FAFLIC Life Ins. Agent Settlement  
c/o Rust Consulting Inc. - 7009  
PO Box 44  
Minneapolis MN 55440-0044

You can't exclude yourself by telephone or e-mail.

If you validly exclude yourself, you will not be eligible for any Settlement Relief, and you cannot object to the Settlement. If you validly exclude yourself, the Settlement will not affect your right to sue the Defendants in your own individual non-class proceeding, and you will not be legally bound by anything else that happens under the Settlement.

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

No. Unless you validly exclude yourself, you give up the right to sue the Defendants, their affiliates, and other "Released Parties" under the Stipulation of Settlement for the claims that this Settlement resolves. If you have a pending lawsuit against any of the Released Parties, speak to your lawyer in that lawsuit about this Notice immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **October 5, 2020**.

### 16. If I exclude myself, can I get any benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits from this Settlement, including the Settlement Relief described in Questions 10 and 11.

#### THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

Yes. On July 7, 2020, the Court appointed Berger Montague PC; Cates Mahoney, LLC; and Shindler, Anderson, Goplerud & Weese, PC as Class Counsel to represent the Settlement Class. Together, these law firms and their lawyers named in the Stipulation of Settlement are referred to as Class Counsel. You will not be charged for these law firms' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 18. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees not to exceed \$1,938,860 and reimbursement of litigation expenses not to exceed \$41,140. These payments are for Class Counsel's efforts in obtaining both the Monetary Relief and Injunctive Relief. Class Counsel also will ask the Court to approve a service award to Plaintiff Cohen not to exceed \$20,000 for his efforts in litigating the case on behalf of the Settlement Class. The motion for attorneys' fees, expenses, and service

award to the Plaintiff will be made, and a copy will be available on the Settlement Website, on or before **September 20, 2020**, which is fifteen (15) days before the deadline for objections and opt outs. The Court may award less than the requested amounts. The Defendants will pay the attorneys' fees, expenses, and any service award that the Court approves, up to the foregoing amounts. These amounts will not reduce the amounts available to provide Monetary Relief or Injunctive Relief to Settlement Class Members. The Defendants also will separately pay all costs to administer the Settlement and provide notice to the Settlement Class.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the Settlement or any part of it.

#### **19. How do I tell the Court I don't like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you don't like any part of it. The Court will consider your views in connection with the Final Approval Hearing described below.

To object, you must submit your objection in writing. Your objection must: (1) include your signature, name, mailing address, email address, and Settlement ID number set forth on the top of page 1 of this Notice; (2) include the case name and number of this matter, *Cohen v. Accordia Life & Annuity Co. and Alliance-One, Inc.*, Case No: 4:18-cv-00458-JAJ-SBJ (S.D. Iowa); (3) state with specificity the grounds for your objection; (4) state whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class; (5) include the case name and number for all objections to class action settlements made in the past five years by you or your attorney (if any) submitting the objection on your behalf; and (6) state whether you or your attorney intend to speak at the Final Approval Hearing. Any attorney retained by you for the purpose of objecting to this Settlement must file an entry of appearance with the Clerk of Court no later than **October 5, 2020**.

Your objection must be submitted to both the Clerk of Court and the Settlement Administrator at the following addresses, postmarked (or electronically filed with the Court) no later than **October 5, 2020**:

Clerk of Court  
U.S. District Court  
Southern District of Iowa  
123 East Walnut St., Suite 300  
Des Moines, IA 50309

Accordia-FAFLIC Life Ins. Agent Settlement  
c/o Rust Consulting Inc. – 7009  
PO Box 44  
Minneapolis, MN 55440-0044

If you do not timely submit an objection in accordance with the above requirements, you will not be treated as having filed a valid objection to the Settlement.

#### **20. What's the difference between objecting and excluding myself?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court you don't want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S 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 don't have to.

#### **21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **October 27, 2020, at 12:00 P.M.**, at the United States Courthouse in the courtroom of the Honorable John A. Jarvey, 123 East Walnut Street, Des Moines, IA 50309. The Court may elect to hold the hearing by videoconference in light of the COVID-19 pandemic. If you plan to attend the hearing, you should check the docket or [www.AccordiaFAFLICClassAction.com](http://www.AccordiaFAFLICClassAction.com) prior to the hearing to determine whether the hearing has been reset as a videoconference. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Jarvey may listen to people who, prior to the hearing, have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. The Court may also decide the amount of fees Class Counsel will be paid. We do not know when these decisions will be made.

**22. Do I have to come to the hearing?**

No. Class Counsel will answer questions Judge Jarvey may have, but you are welcome to come at your own expense. If you submit a written objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You also may pay your own lawyer to attend the hearing if you would like, but that is not necessary.

**23. May I speak at the hearing?**

You may speak at the Final Approval Hearing if permitted by the Court. To do so, you must object to the Settlement in accordance with the procedures described above in Question 19, particularly indicating your intent to speak at the hearing. If you retained an attorney for the purpose of objecting to the Settlement and your attorney intends to speak at the hearing, he or she must file an entry of appearance with the Clerk of Court no later than **October 5, 2020**. You or your attorney cannot speak at the hearing if these procedures are not followed or if you exclude yourself from the Settlement Class.

**IF YOU DO NOTHING**

**24. What happens if I do nothing at all?**

If you do nothing and you are a Settlement Class Member, any Monetary Relief or Injunctive Relief applicable to you will be provided or paid to you automatically if the Court grants final approval of this Settlement.

If you do nothing, you will give up all rights ever to bring a lawsuit or action, to continue with a pending lawsuit or action, or to be part of any other lawsuit or action against the Defendants or other persons included as "Released Parties" under the Stipulation of Settlement about the claims and legal issues covered and resolved by the Settlement.

**GETTING MORE INFORMATION**

**25. Are more details available about the Settlement?**

This Notice summarizes the Settlement. More details are in an agreement called the Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by visiting the Settlement Website that has been set up for this Settlement at [www.AccordiaFAFLICClassAction.com](http://www.AccordiaFAFLICClassAction.com), writing to the Settlement Administrator, or by calling the Settlement Call Center's toll-free number. The address and toll-free number for requesting the Stipulation of Settlement are given below under Question 26.

**26. How do I get more information?**

To get more information about the Settlement, you can visit the Settlement Website at [www.AccordiaFAFLICClassAction.com](http://www.AccordiaFAFLICClassAction.com), where you will find copies of the Stipulation of Settlement and other information concerning the Settlement. You can also call the Settlement Call Center, toll-free, at 1-866-459-3648 (1-866-411-6976 for the hearing-impaired), or write to the Settlement Administrator at: Accordia-FAFLIC Life Ins. Agent Settlement, c/o Rust Consulting Inc. - 7009, PO Box 44, Minneapolis, MN 55440-0044.