

MAYFIELD V. ACE AMERICAN INSURANCE CO.
Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT

NOTICE OF SETTLEMENT

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA**

THIS NOTICE IS FOR A CLASS OF INDIVIDUALS WHO SUBMITTED A CLAIM UNDER A GROUP ACCIDENT INSURANCE POLICY INSURED BY ACE AMERICAN INSURANCE COMPANY FROM JANUARY 1, 2015 TO MAY 20, 2021. YOU MAY BE ELIGIBLE FOR A PAYMENT FROM THIS CLASS ACTION SETTLEMENT.

A federal court authorized this notice. This is not a solicitation from a lawyer. The Court has not decided in favor of either side in the litigation. The parties have agreed to a settlement and this is notice to you of the settlement and how you may be affected.

- A class action lawsuit was filed in 2018 contending that ACE American Insurance Company failed to pay interest on claims that may not have been timely processed under group accident insurance policies it insures.
- Records show that you may have submitted at least one claim subject to this settlement (the “Settlement”). You may be eligible for a monetary payment of interest under this Settlement if you timely submit a Claim Form.
- Your legal rights are affected by whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU CAN SUBMIT A CLAIM FORM	This is the only way to obtain a monetary payment under this Settlement if you qualify.
YOU CAN ASK TO BE EXCLUDED	If you ask to be excluded, you will not be eligible to receive a monetary payment under the Settlement and you should not submit a Claim Form. You may not object, but you may file your own lawsuit subject to all applicable defenses.
YOU CAN OBJECT	You can write to the Court about why you don’t agree with the Settlement. If you object, you will still be eligible to receive a payment under the Settlement if it is approved, provided that you submit a valid Claim Form.
YOU CAN GO TO A HEARING	If you do not ask to be excluded, you can ask to speak in Court about the Settlement.
YOU CAN DO NOTHING	If you do nothing, you give up your rights to sue the Defendant as part of another lawsuit over the claims resolved by this Settlement and you will not be eligible for any monetary payment under the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- This notice summarizes the proposed Settlement. For precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.rg2claims.com/aceerisa.html or request a copy by calling **1-866-742-4955**. Capitalized terms not defined herein have the meaning assigned to them in the Settlement Agreement.
- The Court in charge of this Action still has to decide whether to approve the Settlement. Monetary payments under the Settlement will only become available if the Court approves the Settlement and the Settlement becomes final. Your patience during this process is greatly appreciated.

WHAT THIS NOTICE CONTAINS

INFORMATION ABOUT THE SETTLEMENT	PAGES 3-4
1. Why am I receiving this notice?	
2. What is this lawsuit about?	
3. What is the class and why is this a class action?	
4. Why is there a settlement?	
5. How do I know if I am part of the Settlement?	
6. What does the Settlement provide?	
HOW TO SUBMIT A CLAIM.....	PAGE 5
7. How can I submit a claim?	
8. When will I receive my settlement payment?	
9. Will receiving a settlement payment impact my taxes?	
10. What am I giving up to receive a settlement payment or stay in the Class?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 6
11. How do I opt out of the Settlement if I don't want to participate?	
12. If I am a Class Member and do not exclude myself, can I sue Defendant for the same thing later?	
13. If I exclude myself, can I receive a payment from this Settlement?	
THE LAWYERS REPRESENTING YOU	PAGE 7
14. Do I have a lawyer in this case?	
15. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT	PAGE 8
16. How do I tell the Court if I do not like the Settlement?	
17. What is the difference between objecting and asking to be excluded?	
THE COURT'S FAIRNESS HEARING	PAGE 9
18. When and where will the Court decide whether to approve the Settlement?	
19. Do I have to come to the hearing?	
20. May I speak at the hearing?	
IF YOU DO NOTHING	PAGE 10
21. What happens if I do nothing at all?	
GETTING MORE INFORMATION	PAGE 10
22. How can I get more information about the Settlement?	

MAYFIELD V. ACE AMERICAN INSURANCE CO.
Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT

INFORMATION ABOUT THE SETTLEMENT

1. Why am I receiving this notice?

You have received this notice because records show that you may have submitted a group accident insurance claim subject to this Settlement. You may be eligible for a monetary payment under this Settlement.

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action, and about all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the Action, the Settlement, your legal rights, and the payments provided by the Settlement.

The United States District Court for the Northern District of Georgia is overseeing this class action. The case is known as *Michael Mayfield v. ACE American Insurance Co.*, No. 1:19-cv-02425-SDG. The individual who sued is called the “Plaintiff,” and the company he sued is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit was filed in 2018 contending that Defendant failed to pay interest on claims that may not have been processed timely under the terms of a group accident policy, allegedly in violation of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. §1132(a)(1)(B). Defendant strongly denies any liability in this case.

The lawsuit alleges that interest is owed under the terms of the policy under the following Interest Clause:

Claims Information. Within 15 working days of receipt of proof of loss, we will mail Covered Person a letter or notice explaining why a claim or any part has not been paid. Also, the letter or notice will include a list of any information needed to process the claim. When we have received this additional information, we have 15 working days to either pay or deny the claim. We will explain our decision to the Covered Person.

If we do not meet all of the above conditions, we will pay the Covered Person 18% interest per year on the benefits due. This applies only to benefits due under the Policy for which the above procedure has not been followed.

MAYFIELD V. ACE AMERICAN INSURANCE CO.
Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT

3. What is the class and why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who the court determines have similar claims. Collectively, these people are a “Class” and, individually, are “Class Members.” Because this is a class action, one court resolves the issues for all Class Members, except for any persons that could be Class Members who exclude themselves from the Class.

The Class consists of all persons who: (1) made claims under a group accident insurance policy issued by ACE as part of an ERISA benefit plan that contained a provision materially identical to the Interest Clause (quoted above); (2) whose claims were not paid or denied by ACE within the deadlines set forth in the Interest Clause; and (3) who were not paid interest on benefits due and ultimately paid, but excludes Persons meeting the foregoing criteria who timely exclude themselves from the Class.

The Class Period is limited to claims filed between January 1, 2015 through May 20, 2021.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to settle this case to avoid the cost and risk of trial. The Settlement does not mean that any law was broken or that any Defendant did anything wrong. Defendant denies all allegations and claims in this case. The Class Representative and his lawyers think the Settlement is in the best interest of all Class Members.

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

If you are receiving this notice, you are part of the Settlement, but you still need to file the accompanying Claim Form in order to receive payment under the Settlement.

6. What does the Settlement provide?

The Gross Settlement Amount means the amount of \$850,000, which will be allocated between: (1) payments to Class Members, and (2) attorneys’ fees and costs, as discussed further herein. If you are a Class Member, and you submit a valid Claim Form, you will receive the amount indicated on your Claim Form, which represents your portion of the Gross Settlement Amount based on the plan of allocation as preliminarily approved by the Court.

**MAYFIELD V. ACE AMERICAN INSURANCE CO.
Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT**

HOW TO SUBMIT A CLAIM

7. How can I submit a claim?

To receive your portion of the Settlement Amount, you must complete and mail the enclosed Claim Form. The Claim Form describes what you must do to apply for a settlement payment. You must fully complete the Claim Form. If you submit an incomplete Claim Form or the Defendant requires additional information, you will be notified that your Claim Form is deficient (in a “Deficiency Notice”), and you will have thirty (30) days from the date of the postmark on the Deficiency Notice to provide the requisite information.

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **January 11, 2022** to the following address:

Mayfield v. Ace American
C/o RG/2 Claims Administration
PO Box 59479
Philadelphia, PA 19102-9479

If you need assistance filling out the Claim Form or obtaining information necessary to complete the Claim Form, you may contact the Class Counsel identified in paragraph 14 below.

8. When will I receive my settlement payment?

If you are a Class Member and you send in a valid Claim Form on time, any payment you may be eligible for will be paid after the Court grants final approval of the Settlement, any appeals to the federal appellate courts of the final Settlement approval are barred or resolved, and the claims process is fully completed.

9. Will receiving a settlement payment impact my taxes?

Receiving a settlement payment could have tax consequences for you, depending on your personal circumstances. Neither the Plaintiff nor the Defendant, nor any of their counsel, can provide advice concerning the possible tax consequences for you. You should consult with your own tax advisor regarding the tax consequences of any payments, contributions or credits provided under the Settlement along with any tax reporting obligations.

10. What am I giving up to receive a settlement payment or stay in the Class?

If the Settlement becomes final, Class Members that submit a Claim Form or do nothing at all will be releasing Defendant from all of the claims described and identified in the Settlement Agreement. That means you will no longer be able to sue Defendant regarding any of the claims described in the Settlement Agreement. You will be bound by all of the provisions in the Settlement Agreement, including granting to Defendant a full and complete release of all Released Claims, as described in Section XII of the Settlement Agreement, as will be set forth in the Court’s Final Approval Order. You should also consult the Settlement Agreement at www.rg2claims.com/aceerisa.html for further details. You can also call the toll-free number **1-866-742-4955** or email info@rg2claims.com to ask additional questions about the Settlement.

QUESTIONS? CALL 1-866-742-4955 TOLL FREE, OR VISIT WWW.RG2CLAIMS.COM/ACEERISA.HTML

MAYFIELD V. ACE AMERICAN INSURANCE CO.
Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and do not want any payment to which you may be entitled from this Settlement, but you want to keep the right to sue Defendant about the issues resolved by the Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself from the Class — or is sometimes referred to as “opting out” of the Class.

11. How do I opt out of the Settlement if I don’t want to participate?

If you are a Class Member, to exclude yourself from the Settlement, you must send a copy of the Exclusion Form you received with this notice by mail saying that you want to be excluded from *Mayfield v. ACE American Insurance Company*. Be sure to include all information required by the Exclusion Form. Your Exclusion Form must be postmarked by **January 11, 2022** and mailed to the following address:

Mayfield v. Ace American
C/o RG/2 Claims Administration
PO Box 59479
Philadelphia, PA 19102-9479

You cannot exclude yourself on the phone, by email, or at the website.

12. If I am a Class Member and do not exclude myself, can I sue any of the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for any of the claims that this Settlement resolves. You must exclude yourself to start your own lawsuit, continue with a lawsuit, or be part of any other future lawsuit seeking damages relating to the claims in this Action. Remember, the exclusion deadline is **January 11, 2022**.

13. If I exclude myself, can I receive benefits from this Settlement?

No. If you exclude yourself, you may not apply for any monetary payments under the Settlement and you cannot object to the Settlement. However, if you ask to be excluded, you may sue, continue to sue, or be part of a different lawsuit against Defendant in the future relating to the claims in this Action. If you ask to be excluded, you will not be bound by anything that happens in this lawsuit relating to this Settlement.

MAYFIELD V. ACE AMERICAN INSURANCE CO.
Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firms of Buckley Beal, LLP, Schroeter Goldmark & Bender, and the Menzer Law Firm, PLLC, to represent you and other Class Members as “Class Counsel.” You do not have to personally pay Class Counsel. Class Counsel are available to answer any questions you may have about this Settlement or the claim process at 1-800-809-2234 or berger@sgb-law.com. You may also call the Claims Administrator at the toll-free number 1-866-742-4955 or email info@rg2claims.com with any questions. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for a combined award of attorneys’ fees and expense reimbursements to be paid from the Gross Settlement Amount, not to exceed \$290,484.56. The Court must approve all payments and may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the Settlement or some part of it.

16. How do I tell the court if I do not like the Settlement?

If you stay in the Class and you do not want the Court to approve the Settlement as written, you may file a written objection with the Clerk of the Court. You can give reasons why you think the Court should modify or not approve the Settlement. To object, file a written statement with the Clerk of the Court saying that you object to *Mayfield v. ACE American Insurance Co.* Be sure to include the case number (1:19-cv-02425-SDG) and (a) your name, address, telephone number, and tax identification number; (b) your signature; (c) a statement of whether you intend to appear at the Fairness Hearing, either in person or through counsel; (d) a detailed statement of the specific legal and factual basis for each and every objection; (e) a list of any and all witnesses whom you may call at the Fairness Hearing, with the address of each witness and a summary of his or her proposed testimony; and (f) a detailed description of any and all evidence you may offer at the Fairness Hearing, including photocopies of any and all exhibits which you may introduce at the Fairness Hearing. You must file your objection no later than **January 10, 2022**. You must also serve your written objection on Class Counsel and counsel for Defendants no later than **January 10, 2022**. The addresses for filing objections with the Court and service on counsel are as follows:

COURT CLERK	CLASS COUNSEL	COUNSEL FOR DEFENDANTS
U.S. District Court Clerk's Office 2211 United States Courthouse 75 Ted Turner Drive, SW Atlanta, GA 30303-3309	Adam J. Berger Schroeter Goldmark & Bender 401 Union Street, Suite 3400 Seattle, WA 98101	Emily S. Costin ALSTON & BIRD 950 F Street, NW Washington, DC 20004

If you intend to appear at the Fairness Hearing, you must also (i) file a notice of intention to appear with the Clerk of the Court by **January 10, 2022**; and (ii) serve the notice of intention to appear on Class Counsel and counsel for Defendants at the address set forth (above), postmarked no later than **January 10, 2022**, and comply with all other requirements of the Court for such an appearance.

If you intend to appear at the Fairness Hearing through an attorney hired at your own expense to object to the Settlement, your attorney must (i) file a notice of appearance with the Clerk of the Court by **January 10, 2022**; (ii) serve a copy of that notice of appearance on Class Counsel and counsel for the Defendants at the address above by **January 10, 2022**; and (iii) comply with all applicable laws and rules for filing pleadings and documents.

17. What is the difference between objecting and asking to be excluded?

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

MAYFIELD V. ACE AMERICAN INSURANCE CO.
Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT

THE COURT’S FAIRNESS HEARING

The Court will hold a Fairness 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 has scheduled the Fairness Hearing at **10:00 a.m.** on **February 8, 2022**, at the United States District Court for the Northern District of Georgia, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303, in **Courtroom 1707**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to call **1- 866-742-4955** or email **info@rg2claims.com** for current information.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak about an objection (*see* Objecting to the Settlement). The Court may also decide how much to award Class Counsel as fees for representing the Class. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

The certification of the Class and relief to Class Members are contingent on the Court’s final approval of the Settlement.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend if you so choose.

20. May I speak at the hearing?

Yes. You, or an attorney you hire at your own expense, may ask the Court for permission to speak at the Fairness Hearing. To do so, you must state your intent to attend the hearing in your written objection to the Settlement and file and serve a notice of intention to appear. Be sure to include the case number (1:19-cv-02425-SDG), and all the other information and materials listed in response to Question 16. Your objection, including your statement indicating your intent to appear, must be postmarked no later than **January 10, 2022**, and be sent to the addresses listed in Question 16.

MAYFIELD V. ACE AMERICAN INSURANCE CO.
Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will get no payment from this Settlement. And, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Defendants (and the non-parties provided a limited release) about the claims released in this case.

GETTING MORE INFORMATION

22. How can I get more information about the Settlement?

This notice merely summarizes the Settlement. The actual terms of the Settlement are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.rg2claims.com/aceerisa.html. You may also call **1-866-742-4955** or write to info@rg2claims.com or Mayfield v Ace American, C/o RG/2 Claims Administration, PO Box 59479, Philadelphia, PA 19102-9479. You can also call the Claims Administrator at **1-866-742-4955** at no cost to you with any questions you have about the Settlement.