

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MICHAEL MAYFIELD, on behalf of himself)
and others similarly situated,)

Plaintiff,)

v.)

ACE AMERICAN INSURANCE COMPANY,)

Defendant.)

Civil Action No. 1:19-cv-02425-SDG

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made this ____ day of _____, 2021 by and between Plaintiff Michael Mayfield (“Plaintiff”), individually and as the proposed representative of a class of similarly situated persons, and Defendant ACE American Insurance Company (“Defendant” or “ACE”).

RECITALS

WHEREAS, Plaintiff filed his original putative class action Complaint in the above-captioned matter (the “Action”) in the United States District Court for the Western District of Washington on or about November 26, 2018;

WHEREAS, in the Complaint, Plaintiff alleges that Defendant violated the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) by failing to pay interest on certain benefits due under an Interest Clause in the Delta Air Lines, Inc., Group Accident Insurance Policy, ADD N04983233;

WHEREAS, Defendant expressly denies all allegations and any wrongdoing set forth in the Complaint, as to which Defendant has also raised various defenses, and denies that class-wide treatment is appropriate regarding the allegations raised;

WHEREAS, on February 15, 2019, Defendant moved to dismiss the Complaint and to strike the class allegations for failure to state a claim for benefits under the Policy and for failure to exhaust administrative remedies under ERISA;

WHEREAS, Defendant also filed a motion to transfer venue pursuant to 28 U.S.C. § 1404(A) to the United States District Court for the Northern District of Georgia, which was granted on May 13, 2019;

WHEREAS, Defendant filed an amended motion to dismiss the Complaint and to strike the class allegations in United States District Court for the Northern District of Georgia on August 16, 2019;

WHEREAS, the Court denied Defendant's amended motion to dismiss and to strike class allegations on March 19, 2020;

WHEREAS, Defendant answered the Complaint on April 16, 2020;

WHEREAS, the Parties engaged in discovery for more than one year, exchanging thousands of pages of materials, policies, plan documents, and loss run reports, and Plaintiff took the deposition of two key corporate representative witnesses of ACE and ACI;

WHEREAS, Plaintiff's Counsel has conducted an investigation into the facts and law regarding Plaintiff's allegations against Defendant and has concluded that a settlement with Defendant according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of Plaintiff and the Class;

WHEREAS, Defendant's counsel has also conducted a thorough investigation into Plaintiff's claims and the underlying events alleged in the Complaint. Defendant's counsel has reviewed numerous documents and made a thorough study of the legal principles applicable to Plaintiff's actual and potential claims in the Action;

WHEREAS, Defendant, while denying wrongdoing of any kind whatsoever, and without admitting liability, nevertheless agreed to enter into this Agreement to avoid the further burden and expense of protracted litigation and to be completely free of any further controversy with respect to the claims which have been asserted or could have been asserted in the Action;

WHEREAS, the Plaintiff and Defendant (together, the "Parties") jointly retained Robert Meyer of JAMS to mediate their settlement discussions;

WHEREAS, the Parties engaged in a mediation session on May 20, 2021 before Robert Meyer;

WHEREAS, during the mediation session, the Parties set forth and discussed their respective positions on the merits of Plaintiff's claims, Defendant's defenses, and the potential for a settlement that would involve class-wide relief;

WHEREAS, the Parties engaged in arm's-length settlement negotiations including exchanging offers and counteroffers and negotiated the points of each vigorously;

WHEREAS, based upon the extensive negotiations, the merits of the claims and defenses, and the guidance of Robert Meyer, the Parties have agreed to settle the Action in accordance with the terms of this Agreement, after considering, among other things: (i) the substantial benefits to Plaintiff and the Class under the terms of this Agreement, which fairly, adequately and reasonably resolve the claims of the Class; (ii) the risks and uncertainty of protracted litigation, especially in complex actions such as this, as well as the difficulties and

delays inherent in such litigation; and (iii) the desirability of consummating this Agreement promptly to provide prompt, meaningful relief to Plaintiff and the Class; and

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED between the undersigned that the Action be settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions set forth in this Agreement, subject to the approval of the Court:

I. DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

1. “ACI” refers to Administrative Concepts, Inc., which provides certain contracted third-party administrative services with respect to the Policy.

2. The “Action” means the lawsuit entitled *Michael Mayfield v. ACE American Insurance Company*, Case No 1:19-cv-02425-SDG, venued in the United States District Court for the Northern District of Georgia.

3. “Agreement” means this Settlement Agreement, including all appendices hereto.

4. “Claim Form” means the form Class Members must submit to the Claims Administrator in order to submit a claim for payment, the form of which is attached hereto as Appendix D.

5. “Class” means the Settlement Class, which is defined in Section III.

6. “Class Counsel” means the law firm of Buckley Beal, LLP, 600 Peachtree Street, NE, Suite 3900, Atlanta, GA 30308, the law firm of Schroeter Goldmark & Bender, 401 Union Street, Suite 3400, Seattle, WA 98101, and the Menzer Law Firm, PLLC, 705 Second Avenue, Suite 800, Seattle, WA 98104.

7. “Class Member” means any person who (a) is included within the definition of the Settlement Class (or succeeds to the interests of such a person); and (b) does not timely and properly request exclusion from the Class as provided in Section VIII, below.

8. “Class Notice” means the notice of the pendency of this Action and of the Court’s preliminary approval of the Settlement as provided by first-class mail and electronic mail.

9. “Class Period” means the period of time commencing January 1, 2015 through May 20, 2021, when the Negotiated Interest Amounts spreadsheet was finalized.

10. “Complaint” means the Complaint originally filed on November 26, 2018, in the Western District of Washington.

11. “Court” means the United States District Court for the Northern District of Georgia.

12. “Defendant” means ACE American Insurance Company.

13. “Effective Date” means one (1) business day after the later of (i) the date on which any Class Member’s right to file an appeal (to either an intermediate appellate court or the United States Supreme Court) challenging the Settlement or any part of it expires; or (ii) the date on which, on appeal, the Final Approval Order and Judgment is upheld in its entirety, with no further appeals being available.

14. “Exclusion Form” means the form potential Class Members must complete and timely return to the Claims Administrator in order to be excluded from the Class, a form of which is attached hereto as Appendix E.

15. “Exclusion List” means the list of Class Members who have timely submitted Exclusion Forms.

16. “Fairness Hearing” means the hearing to be held to consider approval of the Settlement as provided in Section XI, which shall be scheduled to take place within one hundred twenty (120) days of the last date on which Class Notice may be provided (thirty (30) days after Preliminary Approval).

17. “Final Approval” means the later of the date when (i) the right of any Class Member to file an appeal (to either an intermediate appellate court or the United States Supreme Court) challenging the settlement or any part of it expires, or (ii) the Final Approval Order and Judgment is upheld in its entirety on appeal with no further appeals being filed.

18. “Final Approval Order and Judgment” means the proposed Final Order Approving Class Action Settlement that the Parties will seek from the Court as described in Section XI, substantially in the form attached hereto as Appendix G.

19. “Form Deadline” means the deadline for submission of Claim Forms and Exclusion Forms. The Form Deadline will be calculated as 90 days after the Claims Administrator initially mails the Class Notice Package. This date will be uniform for all eligible Class Members, regardless of when they actually receive the Class Notice Package.

20. “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.

21. “Interest Clause” refers to the following language from the Policy:

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.

22. “Legally Authorized Representative” means an administrator/administratrix or executor/executrix of a deceased Class Member’s estate, a guardian or conservator of an incapacitated Class Member, or any other legally authorized Person or entity responsible for the handling of the business affairs of a Class Member. “Legally Authorized Representative” shall not include any third party to whom a Class Member has assigned its claim or who has agreed to submit a Class Member’s Claim in exchange for a portion of any settlement payment.

23. “Negotiated Interest Amounts” refers to the document attached as Appendix A setting forth the interest amounts that will be paid to each Class Member who submits a Claim Form, based on a Plan of Allocation determined by Class Counsel as set forth in Appendix B.

24. “Objector” means any Class Member who chooses not to timely request exclusion from the Class but wishes to object to the fairness, reasonableness, or adequacy of any of the terms of the Settlement (including, but not limited to, the attorneys’ fees and costs and expenses award).

25. “Parties” means Plaintiff and Defendant (each a “Party”), as defined in the Recitals.

26. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

27. “Plaintiff” means Michael Mayfield, the plaintiff in the Action, as previously defined above.

28. “Policy” refers to the Delta Air Lines, Inc., Group Accident Insurance Policy, ADD N04983233, issued by ACE under the Delta Air Lines, Inc. Optional Insurances Plan.

29. “Class Notice Package” means the package sent to Class Members to deliver Class Notice. The Class Notice Package shall include the following forms: (i) the Class Notice Form (substantially in the form attached hereto as Appendix C), (ii) the Claim Form (substantially in the form attached hereto as Appendix D), and (iii) the Exclusion Form (substantially in the form attached hereto as Appendix E), (iv) a self-addressed return address envelope, and (v) an individualized determination letter stating the payment amount for each Class Member.

30. “Preliminary Approval” means this Court’s issuance of an order preliminarily approving of the Settlement. Where a time period is calculated from Preliminary Approval, the date from which that calculation runs is the date the Court issues its order of Preliminary Approval.

31. “Preliminary Approval Order” means the Preliminarily Approval of Settlement Order that the Parties will seek from the Court, substantially in the form attached hereto as Appendix F.

32. “Released Claims” means and includes any and all known claims and Unknown Claims (as defined in Paragraph 35), including those accruing before the Class Period, rights, demands, actions, causes of action, or suits of whatever kind or nature, debts, liens, liabilities, agreements, interest, costs, expenses, attorneys’ fees, losses, or damages (whether actual, consequential, treble, statutory, and/or punitive or exemplary or other) arising from or in any way related to allegations concerning Defendant’s (or its agents’) failure to pay interest on (1) 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, (2) whose claims were not paid or denied by ACE within the deadlines set forth in the provision from the date the company or its agents received all information listed in the notice or letter to the claimant as needed to process the claims; and (3) who were not paid interest on benefits due and ultimately paid. This definition explicitly excludes any claim or cause of action for enforcement of this Agreement and/or the Final Approval Order and Judgment.

33. “Released Persons” means Defendant and each of its past, present, and future parent entities (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors and assigns, and each of its respective past, present, and future agents, officers, directors, employees, representatives (including but not limited to Legally Authorized Representatives), attorneys, heirs, administrators, executors, and insurers.

34. “Settlement” means the terms and conditions set forth in this Agreement entered into by the Parties to resolve their disputes.

35. “Unknown Claims” means any claims arising out of facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims (as defined in Paragraph 32), as specifically defined above, so that each Class Member shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by this Agreement to the full extent permitted by law, and to the full extent of claim preclusion and *res judicata* protection.

II. SETTLEMENT AMOUNT

36. In full settlement of the claims asserted in the Action against Defendant and in consideration of the releases specified in Section XII, Defendant agrees to settle and resolve fully the claims asserted in the Action for the Gross Settlement Amount.

III. THE CLASS

37. The Parties agree to stipulate to and agree that for settlement purposes only this Action shall proceed as an opt-out class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), with the law firm of Buckley Beal, LLP, 600 Peachtree Street, NE, Suite 3900, Atlanta, GA 30308, the law firm of Schroeter Goldmark & Bender, 401 Union Street, Suite 3400, Seattle, WA 98101, and the Menzer Law Firm, PLLC, 705 Second Avenue, Suite 800, Seattle, WA 98104 as co-lead Class Counsel.

38. The “Settlement 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 the Interest Clause or a provision materially identical to the Interest Clause; (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.

39. Class Counsel identified the eligible Class Members, who are listed, by Claim Number, in the Negotiated Interest Amounts spreadsheet, attached as Appendix A.

IV. CLASS REMEDIES

40. The amounts to be paid to each Class Member who timely submits a Claim Form are set forth in the Negotiated Interest Amounts spreadsheet, attached as Appendix A.

41. Payment of the Negotiated Interest Amounts shall be made by ACI on a claims-made basis and on the basis of valid and timely received Claims Forms as determined by the Claims Administrator.

V. PRELIMINARY APPROVAL OF THE SETTLEMENT

42. No later than August 1, 2021, Plaintiff shall file a motion for preliminary approval (the “Motion for Preliminary Approval”) with the Court requesting preliminary approval of the Settlement and authorization to provide Class Notice to Class Members. A draft of the Motion shall be provided to Defendant’s Counsel at least ten (10) days before it is filed.

43. Defendant may file its own motion papers in support of Plaintiff’s Motion for Preliminary Approval. Defendant’s support of the Motion for Preliminary Approval shall not be considered a waiver of Defendant’s objections, defenses, and rebuttals to class certification and the merits of the case, and Defendant explicitly preserves its right to assert the same.

44. In connection with his Motion for Preliminary Approval, Plaintiff will submit a copy of this Agreement and all appendices hereto, including Appendix F, the proposed Preliminary Approval Order.

45. The proposed Preliminary Approval Order will, among other things:

- a. Conditionally certify the Class for settlement purposes only;
- b. Appoint RG2 as the Claims Administrator (the “Claims Administrator”);
- c. Preliminarily approve this Agreement as sufficiently fair and reasonable to warrant providing Class Notice;
- d. Stay consideration of all other motions and deadlines pending in the Action;
- e. Direct the Claims Administrator to distribute the Class Notice by first-class mail, bearing the return address of the Claims Administrator within thirty (30) days after Preliminary Approval to all eligible Class Members in accordance with the procedures outlined in Section VII;
- f. Determine that distribution of the Class Notice as described in Section VII is the best notice practicable under the circumstances; is reasonably calculated to apprise potential Class Members of the pendency of the Action and of their rights to object to or exclude themselves from the Settlement; it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and it

meets the requirements of due process under the Constitution of the United States, and any applicable law;

- g. Require each potential Class Member who wishes to exclude himself, herself, or itself from the Class to submit to the Claims Administrator a completed Exclusion Form postmarked by the Form Deadline;
- h. Direct the Claims Administrator to maintain the Exclusion List and provide the same to the Court prior to the Fairness Hearing;
- i. Rule that any Class Member who does not submit a timely Exclusion Form will be bound by the Agreement, as well as all proceedings, orders, and judgments in the Action;
- j. Require the Claims Administrator to file proof of mailing of the Class Notice Package at or before the Fairness Hearing;
- k. Schedule the Fairness Hearing, to take place within one hundred twenty 120 days of the last date on which Class Notice may be sent (thirty (30) days after Preliminary Approval), to consider the fairness, reasonableness, and adequacy of the Settlement and whether it should be finally approved by the Court;
- l. Require each Objector to serve a statement of the objection(s) to the Settlement, as well as the specific legal and factual reasons, if any, for each objection, including any support the Class Member wishes to bring to the Court's attention and all evidence the Class Member wishes to introduce in support of his, her, or its objection, on the Claims Administrator no later than thirty (30) days prior to the Fairness Hearing or be forever barred from objecting;
- m. Preliminarily consider the application of Class Counsel for Fees and Costs; and
- n. Contain any additional provisions agreeable to the Parties and approved by the Court that might be necessary to implement the terms of this Agreement and the Settlement.

46. Upon Preliminary Approval, all proceedings in the Action shall be stayed until further order of the Court; provided, however, that the Parties may undertake such efforts as may be necessary to implement the Settlement or to effectuate the terms of this Agreement.

47. The Parties shall request that the Court schedule a Fairness Hearing to consider the fairness, reasonableness, and adequacy of the Settlement and whether it should be finally approved by the Court. The Parties shall request that the Court include the time, date, and place

of the Fairness Hearing in its order issuing Preliminary Approval, which the Claims Administrator will then incorporate into the Class Notice Form.

VI. RETENTION OF CLAIMS ADMINISTRATOR AND ITS DUTIES

48. The Parties have agreed that, upon Preliminary Approval, Defendant shall retain RG2 as the Claims Administrator to help implement the terms of the Settlement. Defendant shall not be liable or otherwise responsible for any actions or omissions of the Class Administrator in connection with its performance of the duties required pursuant to this Agreement.

49. Specifically, the Claims Administrator, shall be responsible for the following duties (in addition to any other duties that may be specifically described elsewhere in this Agreement):

- a. Distribute Class Notice, as set forth in Section VII;
- b. If requested to do so by Defendant, prepare and serve the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715 within ten (10) calendar days of Plaintiff’s filing the Motion for Preliminary Approval. The costs associated with the CAFA notice shall be paid for by Defendant.
- c. Establish a telephone bank with a toll-free telephone number and sufficient capacity to handle the anticipated call volume for responding to inquiries from potential Class Members about the Settlement and issues related to the Action, subject to monitoring review by Class Counsel of the records and recordings of such communications with Class Members;
- d. Establish a website where Class Members can learn about the Settlement, and download key documents including, among others, the Class Notice Form, the Claim Form, and the Exclusion Form;
- e. Receive and verify for completeness all Claim Forms;
- f. Establish and maintain a Post Office box to be used in all aspects of the claims administration process;
- g. Process all objections to the Settlement, as directed by the Court; and

- h. Such other tasks as otherwise set forth in this Agreement and/or as Defendant might request.

50. Defendant will be responsible for payment of the Claims Administrator's fees, costs, and expenses in performing the duties set forth in this Agreement. It is expressly understood and agreed to by the Parties that neither Class Counsel nor Class Members shall be responsible for any of the Claims Administrator's fees, costs, or expenses.

VII. CLASS NOTICE

51. Subject to the requirements of the Preliminary Approval Order and no later than thirty (30) days after Preliminary Approval, the Claims Administrator shall provide Class Notice to potential Class Members. ACE shall make a reasonable search of its records to identify the last known address, telephone number, and Social Security Number of each potential Class Member, and shall instruct ACI to do the same. Thereafter, the Claims Administrator shall utilize the National Change of Address database to update such addresses and send a copy of the Class Notice by first-class mail to each potential Class Member so identified.

52. The Claims Administrator must provide to all potential Class Members the Class Notice Package. The Class Notice Package will be sent by first-class mail, postage prepaid, addressed in care of and to each potential Class Member's last known address maintained by Defendant or ACI (after being sent through one form of address update by the Claims Administrator), and bearing the return address of the Claims Administrator.

53. For each Class Member, if a signed Claim Form or Exclusion Form is not received by the Claims Administrator within forty-five (45) days from any Class Member, the Claims Administrator shall send a Second Notice to be distributed by first-class mail, postage

prepaid. If the Class Member's electronic mail address is available to ACE or ACI, the Claims Administrator will also distribute the second Notice by electronic mail.

54. If a signed Claim Form or Exclusion Form is still not received by the Claims Administrator within seventy-five (75) days from any Class Member, the Claims Administrator shall send a third Notice to be distributed by first-class mail, postage prepaid. If the Class Member's electronic mail address is available to ACE or ACI, the Claims Administrator will also distribute the third Notice by electronic mail. This third Notice will be the final Notice to each Class Member.

55. If any Class Notice mailed to any potential Class Member is returned to the Claims Administrator as undeliverable, then the Claims Administrator shall perform a reasonable search for a more current name and/or address for the potential Class Member, including but not limited to using a recognized skip-tracing database or service, and, provided that a more current name and/or address can be found through such a search, resend the returned Class Notice to the potential Class Member by first-class mail. In the event that any Class Notice mailed to a potential Class Member is returned as undeliverable a second time, then no further mailing shall be required. The Claims Administrator will promptly log each Class Notice that is returned as undeliverable for a second time and provide copies of the log, including the name and last known contact information for such Class Members, to the Parties.

56. Defendant shall pay all costs associated with providing Class Notice, including but not limited to (i) the Claims Administrators' fees; and (ii) the costs of postage and printing associated the Class Notice Package.

VIII. REQUESTS FOR EXCLUSION FROM THE CLASS

57. Any potential Class Member may request exclusion from the Class. Any potential Class Member who wishes to be excluded from the Class must timely mail a completed Exclusion Form (Appendix E), which will be provided as part of the Class Notice Package, to the Claims Administrator, by first-class mail, postage prepaid, at the address provided on the Exclusion Form. The Exclusion Form must be postmarked by the Form Deadline or as the Court may otherwise direct.

58. The Claims Administrator shall maintain a list of all potential Class Members that timely provide Exclusion Forms (“Exclusion List”) and will provide the same to Class Counsel, Defendant’s Counsel, and to the Court prior to the Fairness Hearing. The Claims Administrator must provide the Exclusion List to Class Counsel and Defendant’s Counsel five (5) days after the Form Deadline.

59. Any potential Class Member who fails to timely submit an Exclusion Form will not be excluded from the Class and will be bound by all subsequent proceedings, orders, and judgments in this Action. Any potential Class Member who initiates litigation, arbitration, or other proceedings before or after the Court preliminarily approves this Settlement must request exclusion using the Exclusion Form in a timely manner or else be bound by this Settlement.

IX. OBJECTIONS TO SETTLEMENT

60. Any potential Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement, or to the application for approval of Class Counsel’s attorneys’ fees and costs and expenses (“Objectors,” as defined above), must file with the Clerk of the Court a written statement of objection no later than thirty (30) days prior to the Fairness Hearing (or as the Court may otherwise direct). The Objector must also serve a copy of

the written statement of objection, as filed, on Class Counsel and Defendant's Counsel at the addresses set out in the Class Notice no later than thirty (30) days prior to the Fairness Hearing (or as the Court may otherwise direct).

61. An Objector's statement of objection must identify the Action by name and case number and set forth in writing the specific reason(s), if any, for each objection, including any legal support the Objector wishes to bring to the Court's attention and any evidence (including, among other things, the identification of any witnesses and a summary of their testimony, and copies of documentary evidence) the Objector wishes to introduce in support of the objection. The written statement of objection must also set forth the Objector's name, address, telephone number, tax identification number, and a statement of whether the Objector or his, her, or its lawyer intends to appear at the Fairness Hearing. The Objector (or in the case of a Person who is deceased or incapacitated, the Person's Legal Authorized Representative) must sign the written statement of objection.

62. Objectors may only submit objections on an individual basis, and not as part of a group, class, or subclass.

63. In accordance with the requirements of the Court, Objectors may appear at the Fairness Hearing either on their own or through an attorney to object to the fairness, reasonableness, or adequacy of this Agreement, the Settlement, or the award of attorneys' fees, costs and expenses. If the Objector is an entity, the Objector must appear through an attorney. Objectors or their attorneys who intend to make an appearance at the Fairness Hearing must (i) file a notice of intention to appear with the Clerk of the Court no later than thirty (30) days before the Fairness Hearing (or as the Court may otherwise direct), and (ii) serve the notice of intention to appear on Class Counsel and Counsel for Defendant at the address set forth in the

Class Notice, postmarked no later than thirty (30) days before the Fairness Hearing (or as the Court may otherwise direct), and comply with all other requirements of the Court for such an appearance.

64. If an Objector hires an attorney to represent him/her/it will be at the Objector's own expense. In the event an Objector hires an attorney, the attorney must (i) file a notice of appearance with the Clerk of the Court no later than thirty (30) days before the Fairness Hearing (or as the Court may otherwise direct), (ii) serve a copy of that notice of appearance on Class Counsel and Defendant's Counsel at the addresses set out in the Class Notice, postmarked no later than thirty (30) days before the Fairness Hearing; and (iii) comply with all applicable laws and rules for filing pleadings and documents.

65. Any Class Member who does not file a timely notice of intent to object in accordance with this Section shall waive the right to object and be heard at the Fairness Hearing, shall be forever barred from making any objection to the Settlement, and will be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action.

66. Objectors who do not submit an Exclusion Form shall remain Class Members and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendant. Potential Class Members who submit an Exclusion Form cannot object to the Settlement. Objectors will be entitled to all benefits of the Settlement if it is approved.

X. CLAIM FORM SUBMISSIONS AND CLAIM FORM VALIDITY

67. In order to receive the payments provided for under this Agreement, Class Members must submit a timely Claim Form to the Claims Administrator in accordance with the instructions of the Claim Form. To make a claim, a Class Member must mail a Claim Form (Appendix D) by first-class mail postmarked by the Form Deadline. Any Class Member who

fails to timely submit a complete Claim Form will be forever barred from receiving payment pursuant to the terms of this Agreement.

68. In the event the Defendant or the Claims Administrator receives a Claim Form or any other notice of claim from a Person who is not a Class Member, the Defendant or the Claims Administrator shall send the claimant a letter advising the claimant that he/ she is not entitled to the payment set forth in Section III of this Agreement for that claim.

69. In the event the Defendant or the Claims Administrator receives a Claim Form from a Class Member that is deficient in any respect, the Defendant or the Claims Administrator shall promptly notify the Class Member of the deficiency and the steps necessary to cure the deficiency.

XI. FAIRNESS HEARING AND FINAL APPROVAL OF THE SETTLEMENT

70. At the Fairness Hearing, the Court may review any objections to the Settlement that have been timely filed and conduct such other proceedings (including the taking of testimony and hearing of arguments from the Parties or others properly present at the Fairness Hearing) as the Court may deem appropriate.

71. Class Counsel will file a motion seeking the Court's final approval of the Settlement no later than fourteen (14) days prior to the Fairness Hearing. A draft of the motion papers shall be circulated to Defendant's Counsel ten (10) days prior to Class Counsel's submission. Defendant shall not oppose such motion and relief requested therein. Plaintiff shall request that the Court enter the Final Approval Order and Judgment substantially in the form attached hereto as Appendix G, which will do, among other things, the following:

- a. Approve this Agreement and the Settlement without material alteration, and direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions;

- b. Find that the Court has personal jurisdiction over Defendant and all Class Members and that the Court has subject matter jurisdiction over (i) the causes of action asserted in the Complaint; and (ii) to approve the Agreement (including the Release) and all appendices to this Agreement;
- c. Find that the terms of this Agreement are fair, reasonable and adequate, and consistent and in compliance with the applicable provisions of the United States Constitution, as to, and in the best interests of, each of the Parties and the Class Members;
- d. Find that each Class Member who has not excluded himself, herself, or itself therefrom in accordance with the Court's order issuing Preliminary Approval shall be bound by the provisions of this Agreement, including the Release;
- e. Find that the Class Notice Form and the notice methodology implemented under this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to or exclude themselves from the Settlement and to appear at the Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the Local Rules of the Court;
- f. Certify the Class for settlement purposes;
- g. Approve of the Exclusion List and determine that the Exclusion List is a complete list of all potential Class Members who have timely requested exclusion from the Class and, accordingly, shall neither share in nor be bound by the Final Approval Order and Judgment;
- h. Declare this Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits in federal or state court or in any other legal, administrative, or regulatory proceedings that are commenced or maintained by or on behalf of Plaintiff or any other Class Members or other Releasers (as defined below);
- i. Find that Class Counsel in this Action and the class representative adequately represented the Class for purposes of entering into and implementing this Settlement, and approve Defendant's payment of attorneys' fees, and costs and expenses to Class Counsel;
- j. Dismiss the Action (including all individual claims and Class claims presented in it) on the merits and with prejudice, without fees or costs to any Party, except as

provided in the Agreement, and entering final judgment thereon with a finding that there is no just reason to delay enforcement or appeal;

- k. Incorporate and set forth in full the Release in this Agreement, make the Release effective as of the date of the Effective Date, and forever discharge the Releasees from liability in connection with the Released Claims and all claims and causes of action that relate to the allegations, transactions, and subject matters that were raised or could have been raised based on or relating to the Released Claims in the Complaint;
- l. Permanently bar and enjoin (i) all Class Members who have not been excluded from the Class, from filing, commencing, continuing, prosecuting, intervening in, participating (as a Class Member or otherwise) in, or receiving any benefits or other relief from any lawsuit (including a potential class action lawsuit), administrative, regulatory, or other proceeding in any jurisdiction that is based on or relates to the Released Claims or the claims or allegations that were raised in the Complaint and this Action; and (ii) all persons from organizing anyone that could have been a Class Member in this Action for purposes of pursuing, filing, commencing, prosecuting, or continuing as a purported class action any lawsuit against the Released Persons (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) that is based on or relates to the Released Claims or the allegations that were raised in the Complaint or this Action;
- m. Authorizing the Parties, without further approval from the Court, to agree and adopt non-substantive amendments or modifications of this Agreement and all appendices attached to it as are consistent with the Final Approval Order and Judgment;
- n. Find that no opinion concerning the tax consequences of the Settlement to Class Members has been given, that no representations or warranties regarding such tax consequences are made in this Agreement, and that Class Members must consult their own tax advisers regarding the tax consequences of the Settlement, including any payments or credits provided or relief awarded under the Settlement and any tax reporting obligations under it;
- o. State that, without affecting the finality of the Final Approval Order and Judgment for purposes of appeal, the Court will retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of this Agreement and the Final Approval Order and Judgment, and for any other necessary purpose; and
- p. Incorporate any other provisions as the Court deems necessary and just.

XII. RELEASE OF CLAIMS

72. As an essential term of this Settlement and in consideration of the benefits and provisions contained in this Agreement, all Class Members on behalf of themselves (regardless of whether they submit a Claim Form) and their respective past, present, or future agents, parent entities (including intermediate and ultimate parents), subsidiary and/or affiliate corporations, Legally Authorized Representatives, representatives, trustees, parents, relatives, estates, successors, heirs, executors and administrators (the “Releasors”) promise, covenant, and agree that, upon the Effective Date, the Releasors shall make the following release:

Releasors fully and irrevocably release, acquit, and forever discharge Defendant and its past, present, and future parent entities (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past, present, and future agents, officers, directors, employees, representatives (including but not limited to Legally Authorized Representatives), attorneys, heirs, administrators, executors, and insurers from any liability for the Released Claims;

73. All Class Members hereby agree that they shall not hereafter seek to sue or otherwise establish liability against any Released Person based, in whole or in part, on any of the Released Claims.

74. IN ADDITION, EACH CLASS MEMBER HEREBY EXPRESSLY WAIVES AND RELEASES, UPON THE EFFECTIVE DATE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR ANY OTHER STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

- a. “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

75. Nothing contained in this Agreement shall preclude the enforcement of the terms of this Agreement or the Final Approval Order and Judgment.

XIII. CLAIM PAYMENTS

76. A final approval hearing shall be set to occur within 120 days of the last day the Class Notice Package can be sent. Assuming the Court approves the Settlement and ACE does not exercise the right to terminate the settlement pursuant to Paragraph 88 below, ACE shall pay all amounts owed within forty (40) days after Final Approval. Checks shall be issued by ACI on behalf of ACE at the direction of the Claims Administrator.

77. Class Members will be paid the amount listed in the Negotiated Interest Amounts spreadsheet.

XIV. COMMUNICATIONS WITH CLASS MEMBERS

78. Defendant is authorized to communicate with and respond to inquiries directed to them from potential Class Members, orally or in writing, in the regular course of its business, and it may do so through appropriate agents or agencies, but it will not communicate with Class Members about the Settlement, except as expressly provided in this Agreement. In the event a Class Member requests information regarding the Settlement from Defendant, the Defendant shall direct the Class Member to the Claims Administrator.

79. Class Counsel will receive the identity of Class Members, but agrees not to affirmatively contact Class Members, except for the sole purpose of ascertaining valid addresses for any Class Members identified in the log produced by the Claims Administrator pursuant to

Section VII above. Class Counsel may, however, respond to an inquiry from any Class Member who initiates the communication.

80. Because of the potential conflicts of interest, or appearance of such conflicts, that such representation might cause, Class Counsel agrees not to (i) encourage potential Class Members to seek exclusion from the Class, or (ii) encourage future litigation against the Defendant regarding the subject matter of this Action.

XV. ATTORNEYS' FEES, COSTS AND EXPENSES

81. Defendant agrees not to oppose or encourage anyone to oppose Class Counsel's application to the Court for approval of the attorneys' fees and costs and expenses, so long as that application does not seek more than \$290,484.56 of the Gross Settlement Amount.

82. Subject to Court approval, Defendant will pay Class Counsel the Court-approved attorneys' fees and costs and expenses within forty (40) days after Final Approval via check or wire transfer.

83. Class Counsel will be responsible for allocating and distributing any award of attorneys' fees and costs and expenses among themselves. Defendant will have no responsibility for allocating and distributing such award.

XVI. MODIFICATION OR TERMINATION OF THIS AGREEMENT

84. The terms and provisions of this Agreement may be amended, modified, or expanded by agreement of the Parties and approval of the Court without additional notice to the Class unless such notice is required by the Court; *provided however*, that the parties may agree to non-substantive amendments or modifications of this Agreement and their implementing documents (including any appendices or exhibits to them) without notice to or approval by the Court if such changes are consistent with the Court's Final Approval Order and Judgment.

85. Any amendment, modification, or expansion of this Agreement must be made by written instrument signed by each Party or on behalf of each party by its Legal Authorized Representative.

86. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Plaintiff's motion for attorneys' fees shall not prevent the Agreement from becoming final, nor shall it be grounds for termination.

87. The Parties shall have the right, but not the obligation, exercisable at their respective discretion, to terminate this Agreement by delivering upon ten (10) days written notification of such election to counsel for the other, within ten (10) business days after notice of the occurrence of any of the following events:

- a. The Court's failure to approve the terms of this Agreement;
- b. The Court's rejection, disapproval, modification or attempt to modify any portion of this Agreement that either Defendant or Plaintiff, in their sole judgment and discretion, believes is material; or
- c. An appellate court's failure to completely and unconditionally affirm any portion of the Preliminary Approval Order or Final Approval Order and Judgment that either of the Parties, in their sole judgment and discretion, believes is material.

88. Defendant shall have the right, but not the obligation, to terminate this Agreement if more than twenty percent (20%) of the potential Class Members exclude themselves from the Class. To exercise this right, Defendant's Counsel must provide written notice to Class Counsel within fifteen (15) days after the deadline for potential Class Members to submit Exclusion Forms and objections.

89. In the event that the Settlement is not consummated for any reason, whether due to a termination of this Agreement in accordance with its terms, a failure or refusal of the Court to approve the Settlement, a reversal or modification of the Court's approval of the Settlement on

appeal, or due to provisions under Paragraph 87 or Paragraph 88 of this Agreement, or any other reason, this Agreement shall be null and void, and the Parties shall litigate the Action as though the Agreement had never been entered. Specifically, if the Settlement shall fail for any reason other than a breach by Defendant or Plaintiff, or if this Agreement is terminated by Defendant or Plaintiff pursuant to the terms of this Section, the following shall apply:

- a. This Agreement and the Settlement shall have no further force or effect, and all proceedings that have taken place with regard to this Agreement and the Settlement shall be without prejudice to the rights and contentions of the Parties and any of the Class Members;
 - b. This Agreement, all of its provisions, and all negotiations, statements, and proceedings relating to them shall be without prejudice to the rights of any of the Parties, each of whom shall be restored to their respective positions existing immediately before settlement negotiations and the execution of this Agreement and the Parties expressly and affirmatively reserve all claims, remedies, defenses, arguments, and motions as to all causes of action that have been or might be later asserted in the Action;
 - c. This Agreement, any provision of this Agreement, and the fact of this Agreement having been made, shall not be admissible or entered into evidence for any purpose whatsoever;
 - d. Any judgment or order entered after the date of this Agreement, and relating to this Agreement, will be vacated and will be without any force or effect; and
 - e. The Parties hereby agree that they will not thereafter argue or raise a claim or defense, including, but not limited to, waiver, estoppel, and other similar or related theories, based on this Agreement and any related pleadings and filings, including any provision of this Agreement, the fact of this Agreement having been made, and any settlement negotiations.
90. Paragraph 89 shall survive the termination of this Agreement.

XVII. DENIAL OF LIABILITY

91. Defendant expressly denies any wrongdoing alleged in the Complaint and this Action and does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in the

Action. However, Defendant considers it desirable for the Action to be settled and dismissed, because the Settlement will: (i) provide substantial benefits to Class Members; (ii) finally put the claims of Plaintiff and the Class and the underlying matters to rest; and (iii) avoid the substantial expense, burden, and uncertainties associated with the continued litigation of those claims. In the event the Settlement is not finally approved for any reason, Defendant shall retain the right to contest the Action and/or any other case on any ground.

92. In no event will this Agreement, any of its provisions or any negotiations, statements, or proceedings relating to them in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Agreement. Neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing, or seeking approval of this Agreement, shall be deemed (i) evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to Defendant, Plaintiff, or the Class, or as a waiver by Defendant, Plaintiff, or the Class of any applicable claims or defenses; and (ii) an admission by Defendant that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendant from opposing or asserting any argument it may have with respect to certification of any class(es) or subclass(es) in any proceeding. The Parties hereby agree that they will not argue or raise a claim or defense, including, but not limited to, waiver, estoppel, and other similar or related theories, that the Agreement and related pleadings and filings, any provision of this Settlement the fact of this Settlement having been made, and any settlement negotiations preclude Defendant from opposing certification or the claims in the Action or in any other

proceeding. The Parties further agree that, to the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected therewith, shall be offered as evidence, received in evidence, or used as precedent in any pending or future civil, criminal, or administrative action or proceeding, to establish any liability or admission by Defendant, except in any proceedings brought to enforce the Agreement.

XVIII. CONFIDENTIALITY AND RETENTION OF RECORDS

93. Defendant maintains that the following constitutes highly confidential and proprietary business information (the “Proprietary Information”): (i) the names, addresses, policy numbers, and other data concerning Class Members compiled by Defendant in effectuating the Settlement; and (ii) the electronic data processing and other record keeping procedures and materials to be utilized by Defendant in identifying the Class Members and effectuating Defendant’s other obligations under this Agreement and/or the Settlement. The confidentiality of all Proprietary Information provided to Class Counsel by Defendant shall be protected from disclosure by Class Counsel, or any Class Member or his, her or its counsel, to any persons other than those described in below.

94. No persons other than Defendant, Defendant’s counsel, and clerical/administrative personnel employed by Defendant or Defendant’s counsel, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Claims Administrator, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information. Plaintiff and Class Counsel agree that they will not use the Proprietary Information in any way in any other proceeding (unless such information was otherwise publicly available).

95. Within thirty (30) days of the completion of all obligations under the Settlement, Class Counsel will either return to Defendant or certify secure destruction of any confidential documents or Proprietary Information provided by Defendant to Class Counsel during this litigation and any work product derived from such confidential documents, provided that Class Counsel may retain a single copy of such documents for purposes of malpractice coverage. Further, neither Class Counsel nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

96. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until it is filed with the Court or the first public announcement jointly approved by the Parties, whichever comes first; *provided however*, that this Paragraph will not prevent (i) Defendant's disclosure to regulators, rating agencies, independent accountants, advisers or financial analysts, or Defendant's Counsel's disclosure to any other person or entity to whom such disclosure is necessary to effectuate the terms of this Settlement (such as experts, courts, and/or the Claims Administrator); and (ii) Class Counsel's disclosure to any other person or entity to whom such disclosure is necessary to effectuate the terms of this Settlement (such as experts, courts, and/or the Claims Administrator).

97. Class Counsel and the Plaintiff, and any Class Member or his, her or its counsel, shall not make any statements to the media, orally or in writing, about the Action or this Agreement, other than statements which are fully consistent with this Agreement and the Class Notice, except in a *bona fide* court proceeding relating to the subject matter of the Action.

98. Nothing in this Agreement shall be construed to require the Claims Administrator, Class Counsel, or Defendant to retain records beyond their respective, discretionary, record retention policies, except, however, the Claims Administrator, Class Counsel, and Defendant shall retain all correspondence from potential Class Members relating to the Settlement for a period of up to one (1) year after the Effective Date. After that time, the Claims Administrator, Class Counsel, and Defendant may destroy documentary records that they have in their possession.

XIX. TAX OBLIGATIONS

99. Tax obligations which may arise by virtue of the payments made pursuant to this Agreement, if any, are solely the responsibility of the persons who receive such payments, and are not in any way the responsibility of the Claims Administrator, Defendant, Defendant's Counsel, or Class Counsel. The Parties to this Agreement do not in any way express any belief or opinion regarding the existence of such tax obligations and do not undertake to provide any advice to any Class Member regarding any tax obligations which may arise by virtue of any payments made pursuant to this Agreement.

XX. MISCELLANEOUS PROVISIONS

100. The Parties and their undersigned counsel agree to undertake their best efforts and to cooperate with each other to effectuate this Agreement and the terms of the Settlement, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise.

101. Except as otherwise provided, this Agreement sets forth the entire agreement among the Parties with respect to its subject matter, and it may only be altered or modified as set

forth in Section XVI. The Parties expressly acknowledge that this Agreement supersedes any prior agreements or understandings between them.

102. The terms of this Agreement are and shall be binding upon each of the Parties, upon each of their agents, attorneys, employees, successors and assigns, and upon all other persons claiming any interest in the subject matter hereof through any of the Parties, including any Class Member.

103. To the extent there are disputes regarding the interpretation of any term of this Agreement, the Parties will attempt to resolve any such dispute in good faith. If the Parties fail to resolve the dispute, the Court retains jurisdiction over the Settlement and the interpretation of this Agreement. Except as otherwise set forth in this Agreement, any action to enforce this Agreement will be commenced in the Court.

104. This Agreement shall be subject to, governed by, construed in light of, and enforced pursuant to the laws of the State of Georgia.

105. The appendices to this Agreement are integral parts of the Settlement and are hereby incorporated and made part of this Agreement.

106. To the extent permitted by law, this Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement.

107. All time periods set forth in this Agreement will be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by court order, the day of the act, event, or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included unless it is a Saturday, a Sunday, or a legal holiday, or, when the act to be done is filing

of a paper in court, a day on which weather conditions have made the office of the Clerk of the Court inaccessible, in which event the period will run until the end of the next day that is not one of the aforementioned days. The term “legal holiday” as used herein includes New Year’s Day, the Birthday of Martin Luther King, Jr., President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other day appointed as a holiday by the President or the Congress of the United States.

108. The Parties reserve the right to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement. Any such modification will only be valid to the extent it complies with the requirements set forth in Section XVI or as otherwise explicitly provided for in this Agreement.

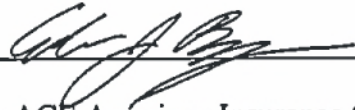
109. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties and/or their counsel. In the event counsel for a party executes the agreement on behalf of its client, that counsel represents that he or she is authorized to enter into this Agreement on behalf of its client.

110. None of the Parties shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter. All Parties agree that this Agreement was drafted jointly by all counsel for the Parties at arm’s length.


111. This Agreement may be executed in counterparts, each of which shall constitute a duplicate original.

Dated: July 7, 2021

For the Plaintiff and on behalf of the Settlement Class:



For ACE American Insurance Company:



Counsel, ACE American Insurance Company

APPENDICES

Negotiated Interest Amounts A
Plan of Allocation B
Class Notice Form C
Claim Form..... D
Exclusion Form..... E
Preliminary Approval Order F
Final Approval Order and Judgment..... G

Appendix A

Plan of Allocation			
Category	Percentage Rate	Plaintiff's Estimate	Total
Class 1	70%	\$579,728.21	\$367,436.94
Class 2	50%	\$201,591.03	\$100,795.51
Class 3	40%	\$228,207.45	\$91,282.98
Subtotal	X	X	\$559,515.44
Attorney's Fees	X	X	\$290,484.56
Gross Settlement Amount	X	X	\$850,000.00

Claim Number	Incurred From	Claim Date	Letter Date	Received Date	Paid Date	PaymentAmt	Interest Days	Plaintiff's Estimate	Settlement Rate	Dollar Value
STIPULATED CLAIMS										
1058457	11/16/2016	12/19/2016	1/3/2017	3/10/2017	3/15/2017	\$232,031.25	86	\$9,774.79	70%	\$6,842.35
1056358	8/27/2016	12/13/2016		5/8/2017	5/31/2017	\$75,000.00	169	\$6,250.68	70%	\$4,375.48
1062936	12/29/2016	1/12/2017		5/26/2017	7/10/2017	\$150,000.00	179	\$13,241.10	70%	\$9,268.77
1101805	2/27/2017	3/21/2017		5/30/2017	6/21/2017	\$37,500.00	92	\$1,701.37	70%	\$1,190.96
1102526	2/19/2017	3/24/2017		5/24/2017	6/20/2017	\$195,000.00	88	\$8,462.47	70%	\$5,923.73
1690074	1/31/2019	3/28/2019	4/8/2019	4/22/2019	5/16/2019	\$127,000.00	49	\$3,068.88	70%	\$2,148.21
1719731	1/31/2019	3/28/2019	4/8/2019	4/22/2019	5/16/2019	\$148,250.00	49	\$3,582.37	70%	\$2,507.66
1756834	4/18/2019	6/10/2019	7/10/2019	7/15/2019	7/30/2019	\$275,000.00	50	\$6,780.82	70%	\$4,746.58
1768202	3/22/2019	5/31/2019	7/29/2019	9/11/2019	9/24/2019	\$253,400.00	116	\$14,495.87	70%	\$10,147.11
1113180	3/20/2017	4/10/2017		4/18/2017	5/11/2017	\$50,260.42	31	\$768.36	70%	\$537.86
1143519	3/10/2017	5/30/2017		8/11/2017	9/6/2017	\$203,000.00	99	\$9,910.85	70%	\$6,937.59
1153083	5/25/2017	6/15/2017		12/28/2017	2/5/2018	\$217,583.31	235	\$25,215.82	70%	\$17,651.07
1199127	7/4/2017	8/22/2017		11/8/2017	12/7/2017	\$220,000.00	107	\$11,608.77	70%	\$8,126.14
1371440	2/27/2018	3/19/2018		3/19/2018	4/18/2018	\$160,500.00	30	\$2,374.52	70%	\$1,662.16
1373813	2/18/2018	4/9/2018		7/1/2018	8/3/2018	\$61,789.05	116	\$3,534.67	70%	\$2,474.27
1447455	5/25/2018	6/12/2018		7/9/2018	8/3/2018	\$760,500.00	52	\$19,502.14	70%	\$13,651.50
1455259	4/12/2018	6/23/2018		7/9/2018	8/13/2018	\$360,500.00	51	\$9,066.82	70%	\$6,346.78
1455261	4/12/2018	6/23/2018		7/9/2018	8/13/2018	\$273,000.00	51	\$6,866.14	70%	\$4,806.30
1463700	6/11/2017	7/3/2018	7/16/2018	4/1/2019	4/26/2019	\$26,000.00	297	\$3,808.11	70%	\$2,665.68
1538301	7/26/2018	9/24/2018	10/10/2018	1/8/2019	1/31/2019	\$85,000.00	129	\$5,407.40	70%	\$3,785.18
1571168	10/3/2018	11/5/2018		3/4/2019	4/2/2019	\$306,100.00	148	\$22,341.11	70%	\$15,638.77
1654066	8/2/2018	2/19/2019		2/19/2019	3/18/2019	\$496,000.00	27	\$6,604.27	70%	\$4,622.99
1729820	2/25/2019	5/20/2019		6/10/2019	7/2/2019	\$77,000.00	43	\$1,632.82	70%	\$1,142.98
1034236/MAYFIELD	4/23/2016	8/6/2016	8/9/2016	2/26/2017	5/1/2018	\$1,229,250.00	633	\$383,728.07	60%	\$230,236.84
						Subtotal=		\$579,728.21		\$367,436.94
DISPUTED CLAIMS										
IMRs										
1898617	11/13/2019	3/2/2020	3/12/2020	5/15/2020	6/5/2020	\$392,000.00	95	\$18,364.93	50%	\$9,182.47
1842248	8/25/2019	11/22/2019	No letter	12/17/2019	12/31/2019	\$193,750.00	39	\$3,726.37	50%	\$1,863.18
1636799	11/28/2018	1/23/2019	2/13/2019	5/28/2019	7/23/2019	\$135,500.00	181	\$12,094.77	50%	\$6,047.38
1043057	9/1/2016	10/13/2016	10/17/2016	12/3/2016	12/16/2016	\$15,234.39	64	\$315.54	50%	\$157.77
986782	1/6/2016	2/22/2016	3/4/2016	3/2/2017	3/15/2017	\$345,413.49	387	\$62,033.53	50%	\$31,016.77
1138823	6/4/2016	5/19/2017	5/31/2017	10/13/2017	10/19/2017	\$344,303.05	153	\$25,625.27	50%	\$12,812.64
1051351	10/30/2016	11/21/2016	11/28/2016	4/10/2017	4/20/2017	\$237,418.75	150	\$17,304.73	50%	\$8,652.37
1115961	10/30/2016	11/21/2016	11/28/2016	4/10/2017	4/20/2017	\$150,000.00	150	\$11,095.89	50%	\$5,547.95
1688794	10/8/2018	3/22/2019	4/4/2019	9/10/2019	2/25/2020	\$313,500.00	340	\$51,030.00	50%	\$25,515.00

Appendix B

Plan of Allocation

Subject to approval of the Court, the Settlement Fund will be allocated to individual settlement awards on the following basis:

1. Plaintiff and Class Counsel (collectively, “Plaintiff”) have calculated the interest allegedly due under the Interest Clause for all potential Class Members from the date benefits allegedly were due until the date benefits were actually paid. For this purpose, Plaintiff generally calculated interest due at 18% simple interest from the date the claim was received by ACI until the date that benefits were paid. On some claims, there were some payment obligations that arose after the date of the initial claim submission, like monthly mortgage or survivor benefits. With respect to those obligations, interest was calculated at 18% from the date on which such payment obligations accrued until the date they were paid.
2. During the course of data analysis and settlement discussions, Plaintiff identified three categories of benefits claims:
 - a. Class 1 claims include those benefits claims where ACE acknowledged, for purposes of settlement only, that a breach of the Interest Clause may have occurred.
 - b. Class 2 claims include those benefits claims where the final document received by ACI prior to payment was an Independent Medical Review. The parties dispute whether an Independent Medical Review can qualify as “additional information” within the meaning and for purposes of the second 15-day deadline described in the Interest Clause.
 - c. Class 3 claims include those benefits claims where ACI contends that the deadlines in the Interest Clause were met and the dispute over breach turns on considerations specific to the particular claim.
3. In consideration of the litigation risks relating to the Action in general and each Class of claims described above, the proposed Settlement allocates the Settlement Fund as follows:
 - a. Each Class 1 claimant who submits a timely and valid Claim Form will receive 70% of the interest allegedly due to them, as calculated by Plaintiff.
 - b. Each Class 2 claimant who submits a timely and valid Claim Form will receive 50% of the interest allegedly due to them, as calculated by Plaintiff.
 - c. Each Class 3 claimant who submits a timely and valid Claim Form will receive 40% of the interest allegedly due to them, as calculated by Plaintiff.
 - d. The Named Plaintiff, Mr. Mayfield, will receive 60% of the interest allegedly due him, as calculated by Plaintiff, as his claim falls partly into both Class 1 and Class 2.

Appendix C

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.aceamerican.com or by calling [1-800-000-0000](tel:1-800-000-0000). 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.

Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT

WHAT THIS NOTICE CONTAINS

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- 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?

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- 7. How can I submit a claim?
- 8. When will I receive my settlement payment?
- 9. Will receiving a settlement payment impact my taxes?
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- 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?
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THE LAWYERS REPRESENTING YOU PAGE 7

- 14. Do I have a lawyer in this case?
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- 16. How do I tell the Court if I do not like the Settlement?
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- 18. When and where will the Court decide whether to approve the Settlement?
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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.

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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.

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 [Month 00, 2021] to the following address:

[XXX XXXXX
PO Box 0000
City, ST 0000-0000]

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.____.com] for further details. You can also call the toll-free number [(1-800-000-0000)] to ask additional questions about the Settlement.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT WWW.____.COM

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 [Month 00, 2021] and mailed to the following address:

[XXXXX XXXXXX
PO Box 0000
City, ST 00000-0000]

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 [Month 00, 2021].

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.

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 [(800) 000-0000] 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.

Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT

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 **[Month 00, 2021]**. You must also serve your written objection on Class Counsel and counsel for Defendants no later than **[Month 00, 2021]**. 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 **[Month 00, 2021]**; 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 **[Month 00, 2021]**, 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 **[Month 00, 2021]**; (ii) serve a copy of that notice of appearance on Class Counsel and counsel for the Defendants at the address above by **[Month 00, 2021]**; 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.

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 [00:00 p.m.] on [Month 00, 2021], 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 000]. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [[www._____com](#)] or call [1- 800-000-0000] 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 [Month 00, 2021], and be sent to the addresses listed in Question 16.

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.

Case No. 1:19-cv-02425-SDG
CLASS ACTION SETTLEMENT

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._____.com]. You may also call [**1-800-000-0000**] or write to [**_____, PO Box 0000, City, ST 00000-0000**]. You can also call the Claims Administrator at [**(800) 000-0000**] at no cost to you with any questions you have about the Settlement.

QUESTIONS? CALL **1-800-000-0000** TOLL FREE, OR VISIT [WWW._____.COM](http://www._____.com)

Appendix D

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

Settlement Claim Form

NAME

ADDRESS

Dear **Name**,

Records indicate that you submitted a claim for benefits under a group accident policy with ACE American Insurance Company between January 1, 2015 and May 20, 2021.

Based on the terms of a Settlement reached in *Mayfield v. ACE American Insurance Co.*, No. 1:19-cv-02425-SDG, and a plan of allocation approved by the Court, you are eligible to receive a monetary payment as follows:

[Insert name and settlement amount]

Instructions

1. If you wish to receive your settlement amount, **you must submit this Claim Form and return it** by **DATE** to the following address:

RG2

[P.O. BOX ADDRESS]

2. **Before you complete this Claim Form, you should read and be familiar with the Notice of Settlement that has been mailed to you with this Claim Form and which is also available at [www.____.com]. Defined terms (with initial capitals) used in these General Instructions have the same meaning as set forth in the Settlement Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Notice of Settlement at issue, and you agree to the Releases included as a material term of the Settlement Agreement.**
3. Please complete the entire Claim Form. **If you do not submit a timely, signed Claim Form, your claim will be denied.**
4. If you submit an incomplete Claim Form, you will be notified that your Claim Form is deficient (the "Deficiency Notice"), and you will have thirty (30) days from the date of the postmark on the Deficiency Notice to provide the requisite information.
5. You are responsible for making sure that the Claims Administrator receives your Claim Form and any other information required for your claim. If you want to make sure your Claim Form is received, you should send it by certified mail with a return receipt requested or by other similar means.
6. It is important that you print or type your information clearly.

MAYFIELD V. ACE AMERICAN INSURANCE CO.

Case No. 1:19-cv-02425-SDG

CLASS ACTION SETTLEMENT

Settlement Claim Form

1. Class Member Identification

<u>Name:</u>	
<u>Address:</u>	
<u>City, State, & Zip code:</u>	
<u>Tax Identification Number/ Social Security Number:</u>	
<u>Phone Number:</u>	
<u>Email Address:</u>	

2. Claim Information (from Original AD&D Claim)

<u>Claimant Name:</u>	
<u>Claimant's Date of Birth:</u>	
<u>Policyholder Name:</u>	
<u>Beneficiary Name:</u> <i>(If different from Claimant)</i>	

Date

Print Name

Sign Name

Appendix E

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

EXCLUSION FORM

Name: _____
Tax ID/SSN No.: _____
Address: _____

I choose to be excluded from the Settlement reached in *Mayfield v. ACE American Insurance Company*, Case No. 1:19-cv-02425-SDG. **By checking this box, I understand that I will not receive any payment as a result of this Settlement.**

This Exclusion Form must be mailed to the Claims Administrator at the address below and be postmarked on or before **[insert date 90 days after mailing]**:

RG2
[P.O. Box address set up for settlement mail line]

Date: __/__/2021

Signature

Appendix F

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MICHAEL MAYFIELD, on behalf of himself)
and others similarly situated,)

Plaintiff,)

v.)

ACE AMERICAN INSURANCE COMPANY,)

Defendant.)

Civil Action No. 1:19-cv-02425-SDG

PRELIMINARY APPROVAL OF SETTLEMENT ORDER

Currently before the Court for preliminary approval is a Settlement (the “Settlement”) of this putative class action (the “Action”) brought by Plaintiff Michael Mayfield (“Plaintiff”) asserting claims for alleged violations of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq.* (“ERISA”) against ACE American Insurance Company (“Defendant”) (“Plaintiff” and “Defendant” collectively are the “Parties”). The terms of the Settlement are set out in a Settlement Agreement executed on _____, 2021 (the “Agreement”), which has been signed by Plaintiff and his Counsel on behalf of the proposed Settlement Class, and Defendant and its Counsel. The “Settlement Class” is defined in this Order below and in the Agreement, attached hereto as Exhibit A.

The Court having considered Plaintiff’s Motion for Preliminary Approval of Settlement and the Agreement attached thereto in order to determine, among other things, whether the Settlement is sufficient to warrant the issuance of notice to members of the proposed Class, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including the Plaintiff, all Class Members, and Defendant.

2. Capitalized terms not otherwise defined in this Order shall have the same meaning as ascribed to them in the Agreement.

3. Solely for purposes of Settlement, the following Settlement Class is provisionally certified pursuant to Fed. R. Civ. P. 23(a) and (b)(3):

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; (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.

4. Based on the Parties' stipulations, and for settlement purposes only: (A) the Class as defined is sufficiently numerous such that joinder is impracticable; (B) common questions of law and fact predominate over any questions affecting only individual Class Members, and include whether or not Defendant violated ERISA based on the allegations of the Complaint; (C) the claims of Plaintiff are typical of the Class Members' claims; (D) Plaintiff is an appropriate and adequate representative of the Class; and (E) his attorneys, Buckley Beal, LLP, 600 Peachtree Street, NE, Suite 3900, Atlanta, GA 30308, Schroeter Goldmark & Bender, 810 Third Avenue, Suite 500, Seattle, WA 98101, and the Menzer Law Firm, PLLC, 705 Second Avenue, Suite 800, Seattle, WA 98104, are hereby appointed as Class Counsel; and (F) a class action is the superior method for the fair and efficient adjudication of the claims of the Class Members.

5. The Court finds that (i) the Settlement resulted from extensive arm's-length negotiations and bargaining; and (ii) the Agreement and all Appendices thereto, attached hereto as Exhibit A, is sufficiently fair, reasonable, and adequate and in the best interests of the Class to warrant the provision of Class Notice to the Class and grants preliminary approval to it.

6. RG2 is hereby appointed as Claims Administrator. All reasonable expenses incurred by RG2 in disseminating the Class Notice Package, locating corrected addresses for any Class Notice Packages returned as undeliverable, and otherwise facilitating the settlement terms as described in the Agreement shall be paid by Defendant as set forth in Paragraph 50 of the Agreement.

7. Neither Defendant nor its counsel shall be liable or otherwise responsible for any actions or omissions of RG2 in connection with its performance of the duties required pursuant to the Agreement and this Order.

8. Consideration of all other motions and deadlines pending in this lawsuit is hereby stayed until further order of Court.

9. This Court preliminarily determines that the distribution of the Class Notice Package (as set forth in the Agreement) is the best notice practicable under the circumstances; it is reasonably calculated to apprise Class Members of the pendency of the Action and of their rights to object or exclude themselves from the Settlement; it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; that it is the only notice to all Persons entitled to receive notice, and that it meets the requirements of due process under the Constitution of the United States, and any applicable law. The Court further finds that the Class Notices are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the notices and proposed notice methods are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23), the United States Constitution (including the Due Process Clause), the Local Rules of the United States District Court for the Northern District of Georgia, and any other applicable laws.

10. RG2 shall cause the Class Notice Package to be distributed by first-class mail, postage prepaid, bearing the return address of the Claims Administrator within thirty (30) days after the entry of this Order to all reasonably identifiable Class Members addressed in care of and to the last known address maintained by Defendant or its agent ACI, (and after being sent through one form of address update by the Claims Administrator) in accordance with the Agreement.

11. RG2 shall file proof of mailing of the Class Notice Package at or before the Fairness Hearing pursuant to the Agreement.

12. Each Class Member who wishes to receive the payments provided for in the Agreement must submit a Claim Form to RG2 in accordance with the instructions in the Claim Form. The Claim Form must be postmarked by the Form Deadline. Any Class Member who fails to timely submit a complete Claim Form will be forever barred from receiving payment pursuant to the terms of this Agreement.

13. Each eligible Class Member who wishes to be excluded from the Settlement Class shall submit to RG2 a completed Exclusion Form in accordance with the instructions in the Exclusion Form. The Exclusion Form must be postmarked by the Form Deadline. RG2 shall maintain a list of the names of those who provided Exclusion Forms and will provide the same to the Court prior to the Fairness Hearing.

14. Any Class Member who does not submit a timely Exclusion Form will be bound by the Agreement, as well as all proceedings, orders, and judgments in the Action.

15. Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Agreement or the Settlement, or the application for approval of Class Counsel's attorneys' fees and costs and expenses (as set forth in the Agreement) (an "Objector"), shall file with the Clerk of the Court a written statement of the objection, as well as the specific legal and

factual reasons, if any, for each objection, including any support the Class Member wishes to bring to the Court's attention and all evidence the Class Member wishes to introduce in support of the objection. The Objector must file his or her objection with the Clerk of the Court and served on Class Counsel and Counsel for Defendant no later than thirty (30) days before the date of the Fairness Hearing, or the Objector will be forever barred from objecting. The addresses for filing objections with the Court and service on counsel are as follows:

COURT CLERK

U.S. District Court Clerk's Office
2211 United States Courthouse
75 Ted Turner Drive, SW
Atlanta, GA 30303-3309

CLASS COUNSEL

Adam J. Berger
Schroeter Goldmark & Bender
401 Union Street, Suite 3400
Seattle, WA 98101

**COUNSEL FOR
DEFENDANTS**

Emily S. Costin
ALSTON & BIRD
950 F Street, NW
Washington, DC 20004

16. An Objector who files and serves a timely, written objection in accordance with the paragraph above may also appear at the Fairness Hearing either in person or through counsel retained at the Objector's expense. Objectors or their attorneys intending to appear at the Fairness Hearing must effect service of a "Notice of Intention to Appear" setting forth, among other things, the name, address, and telephone number of the Objector (and, if applicable, the name, address, and telephone number of the Objector's attorney) or counsel identified above and file it with the Court at least thirty (30) calendar days prior to the Fairness Hearing, or by no later than _____, 2021. Any Objector who does not timely file and serve a "Notice of Intention to Appear" in accordance with this paragraph shall not be permitted to appear at the Fairness Hearing, except for good cause shown. The Parties' counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

17. The Fairness Hearing shall be held before this Court on ----- at ----- a.m./p.m. (or such other time as this Court may determine) at the United States District Court for the Northern District of Georgia, Courtroom __, 75 Ted Turner Drive, SW, Atlanta, GA 30303.

At the Fairness Hearing, the Court shall consider the fairness, reasonableness, and adequacy of the Agreement and whether it should be finally approved by the Court. The Court reserves the right to continue the Fairness Hearing without further written notice.

18. Class Counsel's submission seeking the Court's final approval of the Settlement at the Fairness Hearing will be filed with the Court no later than fourteen (14) days before the date of the Fairness Hearing.

19. In the event that the Settlement is not finally approved for any reason, Defendant shall, pursuant to the Agreement, retain its rights to contest certification of the Class. The Court's findings and ruling herein are not to be deemed an admission of liability or fault by Defendant or by any other Person, or a finding on the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Neither the Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons, except that Defendant may file this Order in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Defendant shall, on or before ten (10) calendar days prior to the Fairness Hearing, file with the Court proof of compliance with the Class Action Fairness Act of 2005 ("CAFA"). 28 U.S.C. § 1715.

21. Pending final determination as to whether the Settlement, as set forth in the Agreement, should be approved, no Class Member shall institute, maintain, or assert any Released

Claims against any Released Person, whether directly, representatively, or in any capacity, and regardless of whether or not any such Class Member has appeared in the Action.

22. In the event this Order becomes of no force or effect, no part of it shall be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability, nor shall the Order be construed or used as an admission, concession, or declaration by or against Plaintiff or the Class that their claims lack merit or that the relief requested in the Action is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he, she, or it may have.

SO ORDERED this ____ day of _____, 2021.

Honorable Steven D. Grimberg

Appendix G

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MICHAEL MAYFIELD, on behalf of himself)
and others similarly situated,)

Plaintiff,)

v.)

ACE AMERICAN INSURANCE COMPANY)

Defendant.)

Civil Action No. 1:19-cv-02425-SDG

FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

This matter came for hearing on _____, 2021, upon the application of the Parties for approval of the settlement (“Settlement”) as set forth in the Settlement Agreement (“Agreement”) dated _____, 2021; due and adequate notice having been given to the Class, and the Court having considered the Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Final Order Approving Class Action Settlement (“Final Order”), adopts all defined terms as set forth in the Agreement.

2. On _____, 2021, this Court preliminarily approved the Agreement reached between Plaintiff and Defendants for the claims alleged in the above-captioned matter (the “Action”) pending in the United States District Court for the Northern District of Georgia.

3. The Court has personal jurisdiction over Plaintiff, Defendant, and all Settlement Class Members, and the Court has subject matter jurisdiction (i) over the causes of action asserted in the Complaint; and (ii) to approve the Agreement (including the Releases) and all exhibits and appendices thereto.

4. The Court finds that the terms and provisions of the Agreement, including all appendices thereto, have been entered into in good faith and are fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties to this Action and the Settlement Class Members, and in full compliance with all applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Local Rules of the United States District Court for the Northern District of Georgia, and any other applicable laws. The Court further finds that the Agreement was negotiated at arm's-length, and is not the product of fraud, overreaching, or collusion between the Parties.

5. The Court finds the relief provided for the Class is adequate, taking into account the costs, risks, and delay of trial and possible appeal, the effectiveness of the method of distributing relief to the Settlement Class and processing claims by Class Members, and the Parties' Agreement, which was filed with the Court. The Court also finds that the Settlement in all respects treated Class Members equitably in relation to one another.

6. The Court approves the Settlement of the Action, as set forth in the Agreement, the release, and other terms as fair, just, reasonable, and adequate as to the Parties, and all objections to the Settlement are overruled as failing to raise any doubt as to the adequacy of Class Notice, adequacy of Class Counsel's representation, or to the fairness and reasonableness of the Settlement.

7. The Court finds that the notice required by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715 was sent on ____, 2021 within ten (10) calendar days after Plaintiff filed his motion for preliminary approval on _____, 2021.

8. The Court previously approved a form notice for mailing to the class. The Court is informed that actual notice was sent to eligible Class Members by RG2 on ____, 2021. A total of _____ notices were returned by the U.S. Postal Service marked not deliverable with no forwarding addresses available and _____ notices were returned and re-mailed to a forwarding address. [Additional details to be added based on Claims Administrator’s declaration]. _____ objections were received or filed. _____ timely requests for exclusion from the Class were made.

9. The Court finds that distribution of the Class Notice Package and the methodology implemented as provided for in the Agreement and Preliminary Approval Order (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise eligible Class Members of the pendency of the Action, their right to object to or exclude themselves from the Settlement and to appear at the Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) fully met the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Local Rules of the United States District Court for the Northern District of Georgia, and any other applicable law.

10. Except as to any individual claim of those Persons who have validly and timely requested exclusion from the Class, all claims in the Action are dismissed on the merits and with prejudice, without fees or costs except as provided herein. The Parties are to bear their own costs, except as otherwise provided in the Agreement.

11. Each member of the Class who has not excluded himself, herself, or itself therefrom in accordance with the Preliminary Approval Order shall be bound by the provisions of this Order and the Agreement, including the Releases set forth in the Agreement, which become effective on the Effective Date.

12. As set forth in the Agreement, “Released Claims” means and includes any and all known claims and Unknown Claims (as defined below), including those accruing before the Class Period, rights, demands, actions, causes of action, or suits of whatever kind or nature, debts, liens, liabilities, agreements, interest, costs, expenses, attorneys’ fees, losses, or damages (whether actual, consequential, treble, statutory, and/or punitive or exemplary or other) arising from or in any way related to allegations concerning Defendant’s (or its agents’) failure to pay interest on (1) 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, (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. This definition explicitly excludes any claim or cause of action for enforcement of the Agreement and/or this Final Approval Order and Judgment.

13. The term “Unknown Claims” means any claims arising out of facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims, as specifically defined above, so that each Class Member shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by the Agreement to the full extent permitted by law, and to the full extent of claim preclusion and *res judicata* protection.

14. Solely for purposes of effectuating this Settlement this Court has certified the following Settlement Class 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 the Interest Clause or a provision materially identical to the Interest Clause; (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.

15. Buckley Beal, LLP, 600 Peachtree Street, NE, Suite 3900, Atlanta, GA 30308, the law firm of Schroeter Goldmark & Bender, 401 Union Street, Suite 3400, Seattle, WA 98101, and the Menzer Law Firm, PLLC, 705 Second Avenue, Suite 800, Seattle, WA 98104 have been appointed co-lead Class Counsel.

16. The Court finds that the Class meets the requirements of Rule 23 for settlement purposes only. Specifically, the Court finds that:

- (a) The Class is so numerous that joinder is impracticable;
- (b) There are questions of law and fact common to the members of the Classes, which common questions predominate over any questions that affect only individual Class Members;
- (c) Plaintiff's claims are typical of the claims of the Class Members;
- (d) Plaintiff and Class Counsel have fairly and adequately represented the interests of the Class Members;
- (e) A class action is superior to other alternative methods of adjudicating the issues in dispute between the Parties.

17. Excluded from the Class are: _____ eligible Class Members who timely and validly requested exclusion from the Class. Each of the foregoing Persons are identified on the Exclusion List.

18. The Exclusion List is hereby approved, and it is determined that the Exclusion List is a complete list of all eligible Class Members who have timely requested exclusion from the Class and, accordingly, shall neither share in nor be bound by the Final Judgment.

19. Neither the Agreement nor the Settlement contained therein, nor any act performed, or document executed pursuant to or in furtherance of the Agreement or the Settlement:

- (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Persons; or
- (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or
- (c) shall be offered or received in evidence or used as precedent in any action or proceeding in any court, administrative panel, or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of Defendant; or
- (d) shall be deemed an admission by Defendant that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Defendant from opposing or asserting any argument it may have with respect to certification of any class(es) or subclass(es) in any proceeding.

20. The Agreement and Order are binding on and have *res judicata* and preclusive effect in all pending and future lawsuits in federal or state court or in any other legal, administrative, or regulatory proceedings that are commenced or maintained by or on behalf of Plaintiff or any other Class Member or Releasor. The Agreement and this Order may be used in any other action in order to support a defense or counterclaim based on the existence of the Agreement, such as *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or the like.

21. The Court hereby bars and enjoins (i) all Class Members who have not been excluded from the Class, from filing, commencing, continuing, prosecuting, intervening in, participating (as a class member or otherwise) in, or receiving any benefits or other relief from any lawsuit (including a potential class action lawsuit), administrative, regulatory, or other proceeding in any jurisdiction that is based on or relates to the Released Claims or the claims or allegations

that were raised in the Complaint and this Action; and (ii) all Persons from organizing anyone that could have been a Class Member in this Action for purposes of pursuing, filing, commencing, prosecuting, or continuing as a purported class action any lawsuit against the Released Persons (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) that is based on or relates to the Released Claims or the allegations that were raised in the Complaint or this Action.

22. The Court has reviewed Class Counsel's petition for attorneys' fees of _____ and costs and expenses of _____ to be paid from the Gross Settlement Amount. The Court finds that Class Counsel's petition is fair and reasonable and it its hereby approved.

23. The Parties are hereby authorized, without further approval from this Court, to agree and adopt non-substantive amendments and modifications of the Agreement and all appendices thereto as are consistent with this Order.

24. Neither the Court nor the Parties and their counsel have rendered any opinion concerning the tax consequences of the Settlement to Class Members, and no representations or warranties regarding such tax consequences are made in the Agreement. Class Members must consult their own tax advisers regarding the tax consequences of the Settlement, including any payments or credits provided or relief awarded under the Settlement and any tax reporting obligations under it.

25. There is no just reason to delay the enforcement or appeal of this Order.

26. This Final Judgment is a final order in the Action within the meaning and for the purposes of Rules 23(e), 41, and 54 of the Federal Rules of Civil Procedure as to all claims among Defendant on the one hand, and Plaintiff and all Class Members on the other, and there is no just reason to delay enforcement or appeal. Without in any way affecting the finality of this Final

Judgment for purposes of appeal, this Court shall retain continuing jurisdiction over this Action for purposes of:

- A. Enforcing this Final Order, the Agreement and the Settlement;
- B. Resolving any disputes or issues relating to administration of the Settlement;
- C. Interpreting the Agreement and the Settlement;
- D. Hearing and determining any application by any Party to the Agreement for a settlement bar order; and
- E. Any other matters related or ancillary to any of the foregoing.

SO ORDERED this ____ day of _____, 20_____.

Honorable Steven D. Grimberg