

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: LINCOLN NATIONAL COI
LITIGATION

CASE NO. 2:16-CV-6605-GJP

IN RE: LINCOLN NATIONAL COI
LITIGATION

CASE NO. 2:17-CV-04150-GJP

**DECLARATION OF KIMBERLY K. NESS REGARDING SETTLEMENT
ADMINISTRATION**

I, Kimberly K. Ness, hereby declare as follows:

INTRODUCTION

1. I am a Director at JND Legal Administration LLC (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and Counsel for the Plaintiff and Defendant (“Counsel”), and if called upon to do so, I could and would testify competently thereto.

2. JND is serving as the Settlement Administrator in the above-captioned matters (“Actions”) for the purposes of administering the Joint Stipulation and Settlement Agreement (“Settlement Agreement”) as ordered by the Court in its Preliminary Approval Order (“Order”)

(Dkt. 249), dated June 14, 2023. I am submitting this Declaration to provide an update on the implementation of the settlement notice plan.

CLASS DATA RECEIVED

3. From June 14, 2023 through July 28, 2023, JND received spreadsheets from Defense Counsel containing the names, mailing addresses, and policy numbers of individuals identified as potential Class Members. The files contained a total of 51,703 total records.

4. Prior to mailing notices, JND updated the Class Member contact information using data from the National Change of Address (“NCOA”) database.¹ The Class Member data was promptly loaded into a database established for these Actions.

NOTICE MAILING

5. On July 5, 2023, JND mailed the Court-approved Class Notice via U.S Postal Service regular mail to the 51,340 Class Members who had complete address information. After receiving updated address information for the remaining 363 class records from Defense Counsel, JND subsequently mailed the remaining Class Notices on July 6, July 27, July 28, and July 31. A representative sample of the Class Notice is attached hereto as **Exhibit A**. The Class Notice informed Class Members of the nature of the Actions, including the definition of the Settlement Class, what the lawsuit is about, what the Settlement provides and the claims that would be released by staying in the Settlement.

6. As of August 29, 2023, of the 51,703 Class Notices mailed, 287 Class Notices were forwarded by USPS. Of the 51,703 Class Notices, 1,553 Class Notices were returned to

¹ The NCOA database is the official United States Postal Service (“USPS”) technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

JND as undeliverable. For the undeliverable Class Notices, JND conducted advanced address searches and received updated address information for 537 Class Members, and JND re-mailed the Class Notices to the updated addresses accordingly. Of the re-mailed Class Notices, 82 were returned as undeliverable.

SETTLEMENT WEBSITE

7. On July 5, 2023, JND created a dedicated website for these Actions (www.2016and2017COISettlement.com), which includes information about the proposed Settlement. The website hosts copies of important case documents (including, but not limited to, downloadable copies of the Second Amended Consolidated Class Action Complaint, Long Form Notice, Joint Stipulation and Settlement Agreement, and the Preliminary Approval Order), answers to frequently asked questions, and contact information for the Settlement Administrator.

8. On August 4, 2023, JND updated the website to include downloadable copies of Class Counsel's Motion for Approval of Common Fund Payment of Attorneys' Fees, Litigation Expenses, and Service Awards and supporting documents.

9. As of August 29, 2023, the Settlement Website has tracked 942 unique users who registered 2,373 page views.

TOLL-FREE TELEPHONE LINE

10. On July 5, 2023, JND created a dedicated toll-free telephone line (1-844-717-0630) with Interactive Voice Response ("IVR") recordings to provide information about the proposed Settlement. The toll-free number is accessible 24 hours a day, 7 days a week.

11. As of August 29, 2023, JND has received 821 calls to the toll-free telephone line.

EXCLUSION REQUESTS

12. The Class Notice informed recipients that Class Members may exclude themselves from the Settlement by sending an exclusion letter to the Settlement Administrator. The exclusion request must be timely postmarked by August 21, 2023.

13. As of August 29, 2023, JND has received 16 timely exclusion requests for 82 policies. Of these 82 policies, four (4) policies are not on the class list. A list of the 82 policies, and whether or not they are on the class list, is attached hereto as **Exhibit B**.

14. JND has been informed that one additional policy was the subject of a separate lawsuit against Defendants and therefore is excluded from the Settlement. The policy is identified on Exhibit B.

OBJECTIONS

15. The Class Notice informed recipients that Class Members may object to the Settlement if they do not agree with the terms of the proposed Settlement. In order to do so, Class Members were required to file a written objection with the Clerk of the Court. The deadline to object to the Settlement was August 21, 2023.

16. As of August 29, 2023, JND has not received any copies of objections. However, JND has been informed that there are two (2) objections that have been filed with the Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 5, 2023, at Faribault, Minnesota.



Kimberly K. Ness

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

If you own a universal life insurance policy issued by Jefferson Pilot, predecessor to Lincoln, or by Lincoln, that was subject to a COI rate increase Lincoln announced in 2016 or 2017, your rights and options may be affected by a class action settlement

A court authorized this notice. This is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in two consolidated class action lawsuits called *In re: Lincoln National COI Litigation* Case No.: 2:16-cv-6605-GJP (E.D.Pa.) and *In re: Lincoln National 2017 COI Rate Litigation* 2:17-cv-04150-GJP (E.D.Pa.) (these consolidated cases will be collectively referred to in this notice as the “Actions”). Capitalized terms not otherwise defined herein have the definitions set forth in the Joint Stipulation and Settlement Agreement (the “Settlement Agreement”) available at www.2016and2017COISettlement.com.
- Plaintiffs in the Actions allege that Defendants Lincoln National Corporation and The Lincoln National Life Insurance Company (collectively, “Lincoln”), breached their contracts with certain policyowners. Specifically, in or about August and September 2016 and June and July 2017, Lincoln sent those policyowners letters announcing that their insurance policies would be subject to cost of insurance (“COI”) rate increases (collectively, the “COI Increases”). Plaintiffs contend those COI rate increases violated the terms of the policyowners’ contracts and/or violated certain state consumer protection statutes, and that Plaintiffs and similarly situated policyowners have been damaged as a result. Lincoln denies Plaintiffs’ claims that the COI Increases violated the terms of the affected policies or the state consumer protection statutes, and asserts multiple defenses, including that Lincoln’s challenged actions are lawful, justified, and have not harmed or caused any damages to any policyowner.
- If the Court approves the Settlement Agreement:
 - Final Settlement Class Members will be eligible to receive payment from a cash settlement fund containing up to \$117,750,000, as further detailed in Question 10.
 - The COI rates on the Final Settlement Class Policies will not be increased above the COI rates contained in the current rate schedules (implemented on or about August and September 2016 and June and July 2017) for the five years following Final Approval of the Settlement (unless Lincoln is ordered to do so by a state regulatory body).
 - Lincoln will not take certain legal action or assert certain legal defenses challenging death claims for any Final Settlement Class Member.

- Unless you own an Excluded Policy as defined by the Settlement Agreement (see Question 3 below), commence a lawsuit challenging the COI Increases through an individual action and serve Lincoln with the complaint or other operative pleading in the lawsuit, or opt out as described below, you are a Final Settlement Class Member and are entitled to these benefits if you own or owned any JP Legend 300, JP Lifewriter Legend 100, 200, and 400 series, JP Legend 3000, LifeSight 30, LifeSight 31, LifeSight 32, JP UL 101, JP UL 102, JP UL 103, JP UL 130, JP UL 131, or Vision 20 life insurance policy subjected to the COI Increases.
- Your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS		
DO NOTHING	<ul style="list-style-type: none"> • Get certain benefits from the Settlement, including a cash payment in the mail if you are entitled to one. • Be bound by the Settlement. • Give up your right to sue or continue to sue Lincoln for the claims in the Actions. 	
ASK TO BE EXCLUDED (“OPT OUT”) OR FILE YOUR OWN LAWSUIT	<ul style="list-style-type: none"> • Remove yourself from the Settlement. • Get no benefits from the Settlement. • Keep your right to sue Lincoln, at your own expense, for the claims alleged in the Actions. 	Postmarked by August 21, 2023
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the Settlement by filing an objection with the Court. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. 	Filed with the Court by August 21, 2023

- These rights and options—and the deadlines to exercise them—are explained in this notice. The deadlines may be moved, cancelled, or otherwise modified by the Court, so please check www.2016and2017COISettlement.com regularly for updates and further details.
- The Court in charge of this case has not yet decided whether to approve the Settlement. Payments will be made only after the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why was this Notice issued?

You have a right to know about the proposed settlement and your rights and options under it before the Court decides whether to approve the Settlement.

The Actions, which have been consolidated together for purposes of the Settlement, are called *In re: Lincoln National COI Litigation* Case No. 2:16-cv-6605-GJP and *In re: Lincoln National 2017 COI Rate Litigation*, Case No. 2:17-cv-04150-GJP.

The individuals and entities who brought the Actions (collectively, "Plaintiffs") are Robert Rombro and Harriet Kanter, as Trustees for the Alan Norman Kanter Trust; Ivan Mindlin, as Trustee of the Mindlin Irrevocable Trust, and Alan Mindlin, as the insured who funded the policy; Richard Weinstein, as an owner of a life insurance policy insuring the life of Jay Weinstein; Lowell Rauch and Carol Anne Rauch; Bharti R. Bharwani; Robert A. Zirinsky; US Life 1 Renditefonds GmbH & Co. Kg and US Life 2 Renditefonds GmbH & Co. Kg, as owners of life insurance policies insuring the life of Loucille Martindale; Milgrim Investments, LP; Barbara Valentine; Patricia A. Trinchero, as Trustee of the Trinchero 2015 Revocable Trust; Marshall Lewis Tutor; Arthur M. Kesselhaut and Warren M. Stanton as Trustees of the Kesselhaut Trust Agreement dated August 24, 1989; William Lin Patterson; and Barry Mukamal, as Trustee of the Mutual Benefits Keep Policy Trust, individually and as representatives of the Settlement Class, and any of their predecessors, assigns, successors-in-interest, representatives, employees, managers, partners, beneficiaries, and members.

The companies Plaintiffs sued are Defendants Lincoln National Corporation and The Lincoln National Life Insurance Company (collectively, "Lincoln").

The Honorable Gerald J. Pappert of the United States District Court for the Eastern District of Pennsylvania is the judge assigned to the Actions.

2. What is this lawsuit about?

In the Actions, Plaintiffs allege that Lincoln breached its contracts with certain policyowners and/or violated certain state consumer protection statutes, when, in or about August and September 2016 and June and July 2017, Lincoln sent them letters announcing that their insurance policies would be subject to COI rate increases. Plaintiffs assert those COI rate increases violated the terms of the policyowners' contracts, and that Plaintiffs and members of the Settlement Class have been damaged as a result. Lincoln denies these claims. However, Plaintiffs and Lincoln have agreed to the Settlement to avoid the risks, costs, and delays of further litigation (including an appeal) so that affected policyowners will get a chance to receive prompt compensation.

3. Which life insurance policies are affected by the lawsuit?

The Settlement Class certified by the Court as part of the Settlement approval process consists of all Owners of the following universal life insurance policies that were sold by Jefferson Pilot (which was acquired by Lincoln) or by Lincoln (after its acquisition of Jefferson Pilot), and later subjected to the COI Increases in August and September 2016 or June and July 2017: JP Legend 300, JP Lifewriter Legend 100, 200, and 400 series, JP Legend 3000, LifeSight 30, LifeSight 31, LifeSight 32, JP UL 101, JP UL 102, JP UL 103, JP UL 130, JP UL 131, and Vision 20.

However, excluded from the Settlement Class are:

1. all Owners of Class Policies who submit a valid Opt-Out Request, but solely with respect to the Class Policy that is the subject of the Opt-Out Request;
2. the Honorable Gerald J. Pappert, United States District Court Judge of the Eastern District of Pennsylvania (or other Circuit, District, or Magistrate Judge presiding over the Action) and court personnel employed in Judge Pappert's (or such other judge's) chambers or courtroom;
3. Lincoln and its affiliates, parents, subsidiaries, successors, predecessors, and any entity in which Lincoln has a controlling interest;
4. any officer or director of Lincoln identified in the Form 10-K Annual Report of either Lincoln National Corporation or The Lincoln National Life Insurance Company, filed with the United States Securities and Exchange Commission for the fiscal year ended December 31, 2021;
5. those Owners of Class Policies who commence a lawsuit challenging the COI Increases through an individual action prior to the conclusion of the Opt-Out Period, but solely with respect to the Class Policy that is the subject of the aforementioned lawsuit; and
6. the legal representatives, successors, or assigns of any of the foregoing individuals or entities described in 1-5, but only in their capacity as legal representative, successor, or assignee.

4. What is a class action and who is involved?

In a class action, a group of individuals or entities referred to as the "Class Representatives" (here the Plaintiffs listed in Question 1 above), sue on behalf of all individuals or entities who have a similar claim, and together they are called the "class" or "class members." Bringing a case, such as this one, as a class action allows resolution of many similar claims of persons and entities that might be economically too small to bring in individual lawsuits. One court resolves the issues for all class members, except for those who validly exclude themselves from the class.

5. Why is this lawsuit a class action and what has happened?

Beginning on December 23, 2016, certain Plaintiffs filed several lawsuits against Lincoln related to the COI rate increase Lincoln announced in August and September 2016. Those cases were consolidated into one matter, entitled *In re: Lincoln National COI Litigation* Case No.: 2:16-cv-6605-GJP (E.D.P.A.) ("2016 Action"). On June 8, 2017, Lincoln filed a motion to dismiss this complaint. Plaintiffs responded on July 28, 2017, and Lincoln replied on August 17, 2017. Following oral argument on August 22, 2017, the Court on September 11, 2017, denied the motion to dismiss. Plaintiffs then moved for class certification in the 2016 Action on June 21, 2019.

Meanwhile, on September 18, 2017, certain Plaintiffs filed lawsuits against Lincoln related to the COI rate increase Lincoln announced in June and July 2017. Those cases were likewise consolidated into one matter, entitled *In re: Lincoln National 2017 COI Rate Litigation* 2:17-cv-04150-GJP (E.D.P.A.) ("2017 Action"). Plaintiff moved for class certification in the 2017 Action on November 23, 2020.

On August 9, 2022, the Court denied the motions for class certification that had been filed in both Actions. However, the Court allowed Plaintiffs to file new motions for class certification by February 21, 2023. Following these Court rulings, the Parties agreed to mediate this matter before the Honorable Diane M. Welsh (Ret.), affiliated with JAMS.

For more information regarding the procedural history of the Actions, visit the Important Documents page of the website at www.2016and2017COISettlement.com.

6. Why is there a Settlement?

Lincoln denies any and all liability or wrongdoing of any sort with regard to the matters alleged in the Actions. The Court has not decided the claims in the Actions in favor of the Plaintiffs or Lincoln. But with the assistance of an experienced mediator, Plaintiffs and Lincoln were able to reach a compromise Settlement Agreement. Doing so avoids the risks, costs, and delays of further litigation for both sides. Plaintiffs and Class Counsel think the Settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

THE SETTLEMENT CLASS

7. Am I part of the Settlement Class?

You are in the Settlement Class if you are an Owner of any of the following policies sold by Jefferson Pilot (which was acquired by Lincoln) or by Lincoln (after its acquisition of Jefferson Pilot), and later subjected to an increase in the COI Increases announced by Lincoln in 2016 or 2017: JP Legend 300, JP Lifewriter Legend 100, 200, and 400 series, JP Legend 3000, LifeSight 30, LifeSight 31, LifeSight 32, JP UL 101, JP UL 102, JP UL 103, JP UL 130, JP UL 131, and Vision 20 life insurance policies, unless your policy is an Excluded Policy as defined by the Settlement Agreement.

8. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are:

1. all Owners of Class Policies who submit a valid Opt-Out Request, but solely with respect to the Class Policy that is the subject of the Opt-Out Request;
2. the Honorable Gerald J. Pappert, United States District Court Judge of the Eastern District of Pennsylvania (or other Circuit, District, or Magistrate Judge presiding over the Action) and court personnel employed in Judge Pappert's (or such other judge's) chambers or courtroom;
3. Lincoln and its affiliates, parents, subsidiaries, successors, predecessors, and any entity in which Lincoln has a controlling interest;
4. any officer or director of Lincoln identified in the Form 10-K Annual Report of either Lincoln National Corporation or The Lincoln National Life Insurance Company, filed with the United States Securities and Exchange Commission for the fiscal year ended December 31, 2021;
5. those Owners of Class Policies who commence a lawsuit challenging the COI Increases through an individual action prior to the conclusion of the Opt-Out Period, but solely with respect to the Class Policy that is the subject of the aforementioned lawsuit;

6. the legal representatives, successors, or assigns of any of the individuals or entities described in 1-5, but only in their capacity as legal representative, successor, or assignee;

An individual or entity who owns multiple Class Policies may exclude themselves from the Settlement with respect to one or more such policies, while participating in the Settlement with respect to other Class Policies.

9. What if I am still not sure if I am included?

If you're still not sure whether you are a Settlement Class Member, please visit the website, www.2016and2017COISettlement.com, call the Settlement Administrator toll-free at 1-844-717-0630, or write to:

Lincoln National COI Settlement Administrator
c/o JND Legal Administration
P.O. Box 91245
Seattle, WA 98111

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

10. What does the Settlement provide?

Under the proposed Settlement, Lincoln has agreed to establish a cash fund containing up to \$117,750,000 (the "Settlement Fund") to be distributed among the Owners of the Final Settlement Class Policies. The Settlement Fund will be reduced by an amount equal to \$117,750,000.00 multiplied by the sum of the Policy Claim Percentages for all Class Policies that are not Final Settlement Class Policies. After payment of the costs to administer the Settlement, attorneys' fees and expenses, and any incentive and/or service awards to the Class Representatives (see Question 18 below), the Settlement Administrator will distribute the remaining amounts to the Owners of the Final Settlement Class Policies in proportion to their share of the overall Policy Claim Amounts collected from such policies through September 30, 2022.

The Policy Claim Amount for any Class Policy means the dollar amount based on the difference between: (a) the sum of the monthly deductions withdrawn from the policy value of the Class Policy for all months through September 30, 2022 in which the COI charge following the applicable COI Increase was greater than the COI charge under the COI rate schedule in effect immediately prior to the applicable COI Increase, and (b) the sum of the monthly deductions that would have been withdrawn from the policy value of the Class Policy for such months under the cost of insurance rate schedule in effect immediately prior to the COI Increase applicable to the Class Policy; provided however that the minimum Policy Claim Amount for each Class Policy will be \$200.

The Policy Claim Percentage for any Class Policy means the percentage obtained by dividing the Policy Claim Amount for that Class Policy by the total of all Policy Claim Amounts.

No portion of the Settlement Fund will be returned to Lincoln.

Under the proposed Settlement, Lincoln has also agreed, on a going-forward basis:

- Not to raise COI rates on Final Settlement Class Policies for a period of five years following the date of the Order and Judgment approving the Settlement, unless ordered to do so by a state regulatory body.

QUESTIONS? CALL 1-844-717-0630 OR VISIT www.2016and2017COISettlement.com

- Not to void, rescind, cancel, have declared void, or seek to deny a death claim for any Final Settlement Class Policy based on:
 - An alleged lack of valid insurable interest under any applicable law or equitable principles; or
 - Any misrepresentation allegedly made on or related to the application for, or otherwise made in applying for the policy.

More details concerning these benefits of the Settlement are in a document called the Settlement Agreement, which is available at www.2016and2017COISettlement.com.

11. What am I giving up by staying in the Settlement?

If you are a Final Settlement Class Member in return for the benefits of the Settlement you cannot sue, continue to sue, or be part of any other lawsuit against Lincoln about the claims asserted in the Actions or that could have been asserted in the Actions arising out of the facts, transactions, events, occurrences or acts that were either alleged in the Actions or otherwise put at issue in the Actions. It also means that all the decisions by the Court with respect to the Settlement will bind you. The Released Claims and Released Parties are described in detail in the Settlement Agreement, which defines the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at www.2016and2017COISettlement.com.

HOW TO GET A PAYMENT

12. How can I get a payment?

You will automatically receive a payment in the mail if you are entitled to one. No claims need to be filed.

13. When will I get my payment?

Payments will be mailed to the Final Settlement Class Members only after (1) the Court approves the Settlement and (2) any and all appeals are resolved. If the Court approves the Settlement, there may be appeals. It's always uncertain whether and how these appeals can be resolved and resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in the Settlement, or you want to keep the right to sue Lincoln on your own about the claims that will be released in the Settlement, then you must take steps to take yourself out of the Settlement. This is called excluding yourself or "opting out" of the Settlement.

14. How do I ask to be excluded?

To exclude yourself (or "Opt-Out") from the Settlement, you must complete and mail to the Settlement Administrator a written request for exclusion. To be valid, your exclusion request must include the following:

- Your full name, address, telephone number, and email address (if any);
- A statement saying that you want to be excluded from the Settlement Class;

QUESTIONS? CALL 1-844-717-0630 OR VISIT www.2016and2017COISettlement.com

- The case name (“In Re Lincoln COI Litigation” will suffice);
- The policy number(s) to be excluded; and
- Your signature.

You must mail your exclusion request **postmarked by August 21, 2023** to:

Lincoln National COI Settlement Administrator - Exclusions
c/o JND Legal Administration
P.O. Box 91245
Seattle, WA 98111

If you own multiple policies that could be affected by the Settlement, you may request to exclude some policies from the Settlement while participating in the Settlement with respect to other policies.

IF YOU DO NOT EXCLUDE YOURSELF BY THE DEADLINE ABOVE, YOU WILL BE PART OF THE FINAL SETTLEMENT CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN CONNECTION WITH THE SETTLEMENT.

15. If I don’t exclude myself, can I sue Lincoln for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Lincoln for the claims that this Settlement resolves. If you have a pending lawsuit against Lincoln arising from the COI Increases or if you file such and serve such a lawsuit on Lincoln before the end of the Opt-Out Period, you are automatically excluded from the Settlement. If you properly exclude yourself from the Settlement, either by filing a proper request for exclusion or by commencing individual litigation against Lincoln, as described above, you will not be bound by any orders or judgments entered in the Actions relating to the Settlement.

16. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money or any other benefit from the Settlement if you exclude yourself.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed the following attorneys to serve as “Class Counsel”:

Jeffrey W. Golan
BARRACK RODOS
& BACINE
3300 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
jpgolan@barrack.com
Telephone: (215) 963-0600

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San Francisco, CA 94108
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dgirard@girardsharp.com
Telephone: (415) 554-6437

18. How much will the lawyers be paid?

The Court will determine how much Class Counsel will be paid for fees and litigation expenses. Class Counsel will file their motion for Court approval of the payment of attorneys' fees and expenses and incentive and/or service awards for the Plaintiffs no later than 14 days before the end of the Opt-Out/Objection Period.

Class Counsel will request an award for attorneys' fees not to exceed 33% of the Final Settlement Fund, which equals the gross monetary fund (that is, the total cash fund) after any reduction in the amount of the Settlement Fund due to any opt-outs from the Settlement Class. For example, if no one opts out from the Settlement Class, then the Final Settlement Fund will equal the entire \$117,750,000, and Class Counsel will file a motion seeking an award for attorneys' fees that will not exceed \$38,857,500, which is 33% of the Final Settlement Fund in this example. If there are opt-outs from the Settlement Class, then the Final Settlement Fund will be reduced on a pro-rata basis, and Class Counsel will seek an award for attorneys' fees from that reduced amount that will also not exceed 33% of the Final Settlement Fund.

In addition to seeking an award for attorneys' fees, Class Counsel will seek reimbursement for expenses incurred or to be incurred in connection with the Settlement, as well as an incentive and/or service award up to \$15,000 for each Plaintiff for their service as the representatives on behalf of the Settlement Class.

You will not be responsible for direct payment of any of the foregoing fees, expenses, or awards. They are with Court approval to be paid out of the Final Settlement Fund so that those costs are spread across all members of the Final Settlement Class as a whole.

19. Should I get my own lawyer?

If you stay in the Settlement Class, you do not need to hire your own lawyer to pursue the claims against Lincoln because Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

OBJECTING TO THE SETTLEMENT

20. How can I tell the Court if I do not like the Settlement?

Any Settlement Class Member who does not timely and properly opt-out of the proposed Settlement, either by filing a proper request for exclusion or by commencing an individual lawsuit against Lincoln and serving Lincoln with the complaint or operative pleading in that lawsuit, as described above, may object to the fairness, reasonableness, or adequacy of the Settlement Agreement. Settlement Class members who wish to object to any term of the

Settlement Agreement must do so in writing, by filing a written objection with the Court. The written objection must include:

- Your full name, address, telephone number, and email address (if any);
- The policy number(s);
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A statement of whether you or your attorney intend to appear at the Fairness Hearing; and
- Your or your attorney’s signature.

If you intend to appear at the Fairness Hearing through your attorney, the written objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing on your behalf. Your objection, along with any supporting material you wish to submit, must be filed with the Court by **August 21, 2023** at the following address:

Clerk of the Court
Office of the Clerk James A. Byrne U.S. Courthouse 601 Market Street Philadelphia, PA 19106

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement.

Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT’S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on October 4, 2023 at 10:00 a.m. Eastern Time, at the United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 10106. At the Fairness Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay and reimburse Class Counsel in fees and litigation expenses, and any incentive and/or service award payment to the Plaintiffs. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

23. Do I have to come to the hearing?

No. But you or your own attorney may attend at your expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

24. May I speak at the hearing?

Yes. You may file with the Court a request for permission to speak at the Fairness Hearing. If you have filed an objection, you can make that request in the objection itself (see Question 20). Otherwise, you must file a separate request with the Court saying that it is your "Notice of Intent to Appear." Your request must state your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear on your behalf. Your request must be filed with the Clerk of the Court no later than August 21, 2023.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you do nothing, you will automatically be included in the Final Settlement Class and receive a payment and the other benefits from the Settlement if and when it is approved by the Court, and you will be bound by the releases included as part of the Settlement. You will not be able to bring a lawsuit against Lincoln or ever again be part of any other lawsuit against Lincoln about the COI Increases or the legal issues that were put at issue in the Actions unless you either (a) opt out as described in Section 14 of this notice or (b) have filed individual litigation against Lincoln concerning these matters before the end of the Opt-Out/Objection Period.

GETTING MORE INFORMATION

26. How can I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at www.2016and2017COISettlement.com. You can also call the Settlement Administrator toll-free at 1-844-717-0630, or write to:

Lincoln National COI Settlement Administrator
c/o JND Legal Administration
P.O. Box 91245
Seattle, WA 98111

PLEASE DO NOT CONTACT THE COURT

EXHIBIT B

Exclusions by Policy

	Policy	On the Class List?
1	JF5507832	Yes
2	JF5509614	Yes
3	JS3513814	Yes
4	JC5105459	Yes
5	JP4417781	Yes
6	JF5516785	Yes
7	JP5140810	Yes
8	JP5065459	Yes
9	JP5174715	Yes
10	JF5566887	Yes
11	JP4416874	Yes
12	JC5169486	Yes
13	JF5437132	Yes
14	JP5195890	Yes
15	JF5551466	Yes
16	JF5516884	Yes
17	JF5045719	Yes
18	JF5519161	Yes
19	JP5217271	Yes
20	JF5511934	Yes
21	JF5431132	Yes
22	JP5509529	Yes
23	JC5170740	Yes
24	JF5561791	Yes
25	JF5140087	Yes
26	JG5239526	Yes
27	JP5402835	Yes
28	JP5073039	Yes
29	JC5170571	Yes
30	JG5237578	Yes
31	JF5556496	Yes
32	JP5262556	Yes
33	JC5246992	Yes
34	JP5268291	Yes
35	JF5507841	Yes
36	JP4323700	Yes
37	JF5581510	Yes
38	JP5221401	Yes
39	JP5559813	Yes
40	JG5272383	Yes
41	JF5420778	Yes
42	JC5247223	Yes
43	JP5218468	Yes

Exclusions by Policy

	Policy	On the Class List?
44	JF5512693	Yes
45	JP4407272	Yes
46	JF5223367	Yes
47	JP5295523	Yes
48	JP5279066	Yes
49	JG5287821	Yes
50	JF5432422	Yes
51	JP5216030	Yes
52	JG5249745	Yes
53	JF5512527	Yes
54	JF5223140	Yes
55	JF5516764	Yes
56	JP5186972	Yes
57	JF5292897	Yes
58	JP5547242	Yes
59	JF5246067	Yes
60	JG5298902	Yes
61	JF5509336	Yes
62	JG5269037	Yes
63	JP5295633	Yes
64	JG5277569	Yes
65	JP5400813	Yes
66	JG5414668	Yes
67	JF5274442	Yes
68	JF5273970	Yes
69	JP5278714	Yes
70	JG5236624	Yes
71	PL1266240	Yes
72	JP5174647	Yes
73	JH5187425	Yes
74	JG5232326	Yes
75	JF5512519	Yes
76	JP5022333	Yes
77	JF5521283	Yes
78	JP5198586	Yes
79	280006104	No
80	JP5584554	No
81	JJ7033537	No
82	237956039	No
83	JP5255005	Yes/Subject of Separate Lawsuit