

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: LINCOLN NATIONAL COI
LITIGATION

Case No.: 2:16-cv-6605

IN RE: LINCOLN NATIONAL 2017 COI
RATE LITIGATION

Case No.: 2:17-cv-04150

ORDER AND JUDGMENT

AND NOW, this 6th day of October 2023, after presiding over these cases for nearly seven years, issuing numerous rulings including on class certification, (ECF 238 in Case No. 16–6605 and ECF 111 in Case No. 17–4150), preliminarily approving the Settlement Agreement and certifying the Settlement Class, (ECF 249 in Case No. 16–6605 and ECF 123 in Case No. 17–4150), reviewing Class Counsel’s Motion for Approval of Class Action Settlement and Certification of the Settlement Class (ECF 256 in Case No. 16–6605 and ECF 130 in Case No. 17–4150), all declarations and materials in support of the motions, the legal standards governing such approvals, the two objections to the settlement, conducting a hearing, (ECF 259 in Case No. 16–6605 and ECF 133 in Case No. 17–4150), and approving the Final Settlement and certifying

the Settlement Class, (ECF 261 in Case No. 16–6605 and ECF 135 in Case No. 17–4150), the following is hereby **ORDERED**:

1. This Final Judgment shall apply to and bind the Releasing Parties as defined and set forth in Sections 1.45 and 4 of the Settlement Agreement.

2. This Final Judgment shall apply to the Settlement Class with the exception of the individuals or entities that submitted timely and valid requests for their policies to be excluded from the Settlement Class, or filed, and timely served Defendants with, a separate case against Defendants challenging the COI Increases. *See* (Declaration of Kimberly K. Ness Regarding Settlement Administration, ECF 256-3 in Case No. 16–6605 and ECF 130–3 in Case No. 17–4150). The individuals or entities that own these policies are not included in or bound by this Order and Judgment solely with respect to those policies for which exclusion has been requested or upon which suit challenging the COI Increases has been timely served on Defendants and are not entitled to any recovery from the settlement proceeds obtained through this Settlement with respect to those policies. To the extent an individual or entity owns both a policy that is excluded from the Settlement Class and a policy that is included in the Settlement Class, such individual or entity shall be bound by this Order and Judgment in connection with any policies included in the Settlement Class. For the avoidance of doubt, such individuals or entities shall not be bound by this Order and Judgment to the extent it relates to policies that are excluded from, or otherwise not a part of, the Settlement.

3. This Court has jurisdiction over the subject matter of this action and the Releasing Parties are subject to this Court's jurisdiction for purposes of implementing and enforcing the Settlement, bar order, and releases contained herein.

4. This Final Judgment shall operate as a complete and permanent bar order that discharges and releases the Released Claims by the Releasing Parties as to all the Releasees. The Released Claims do not include the Excluded Claims.

5. The Releasing Parties shall be deemed to have, and by operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Releasees of and from all Released Claims including Unknown Claims, which are expressly deemed waived and released by operation of this Final Judgment.

6. The institution, maintenance and prosecution by any of the Releasing Parties, either directly, individually, representatively, derivatively or in any other capacity, by whatever means, of any other action against the Releasees in any court, or in any agency or other authority or arbitral or other forum wherever located, asserting any of the Released Claims is permanently and completely barred, enjoined, and restrained.

7. The applicability of this Order and Judgment and the releases contained herein shall not be dependent on a Releasing Party's actual receipt of any settlement proceeds obtained through this Settlement.

8. The Releasees may file the Settlement Agreement and/or the Judgment in any action that may be brought against them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, full faith and credit, release,

good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

9. Within 30 calendar days after the Final Settlement Date, the Settlement Administrator shall calculate each Final Settlement Class Member's distribution pursuant to the plan of allocation approved by the Court and send for delivery by U.S. mail a settlement check in the amount of the share of the Net Settlement Fund to which he/she/it is entitled.

10. The Releasing Parties are permanently barred, enjoined and restrained from making any claims against the Settlement Fund, including the Final and Net Settlement Funds, and all persons, including the Settlement Administrator, Plaintiffs and Class Counsel, Defendants, and their Counsel, are released and discharged from any claims arising out of the administration, management or distribution of the Settlement Fund.

11. There is no just reason for delay in directing entry of a Final Judgment and immediate entry by the Clerk of the Court is expressly directed.

12. Lincoln shall fund the Settlement Fund Account in accordance with the terms of the Settlement Agreement.

13. Settlement Administration Expenses may be paid out of the Final Settlement Fund as they become due, subject to the terms of the Settlement.

14. Neither the fact nor substance of the Settlement, nor any act performed or document executed pursuant to the Settlement, may be deemed or used as a presumption, inference or admission of fault, liability, injury or wrongdoing in any civil, criminal, administrative, or other proceeding in any jurisdiction.

15. The Actions are dismissed with prejudice as to Defendants and without costs to either party.

16. Without affecting the finality of this Order and Judgment, the Court specifically retains continuing and exclusive jurisdiction over the enforcement of this Order and Judgment and bar order and the enforcement of the Settlement, including all future proceedings concerning the administration and enforcement of the Settlement Agreement.

DATED: October 6, 2023

BY THE COURT:

/s/ Gerald J. Pappert

GERALD J. PAPPERT, J.