

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

PAULETTE T. GLOVER and  
JOHN T. WAREHIME,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY and  
THE LINCOLN NATIONAL LIFE  
INSURANCE COMPANY,

Defendants.

No. 3:16-cv-00827-MPS

**MEMORANDUM IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR  
CERTIFICATION OF SETTLEMENT CLASS AND APPROVAL OF CLASS ACTION  
SETTLEMENT**

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This action, alleging breach of standardized universal life insurance policies by the deduction of cost of insurance (“COI”) charges in amounts greater than the policies authorized, commenced in May 2016 against Defendants Connecticut General Life Insurance Company (“Connecticut General”) and The Lincoln National Life Insurance Company (“Lincoln”). After several years of development in the COI litigation landscape across the country, extended discussions among the Parties, and formal mediation, the Parties agreed to a nationwide settlement (the “Settlement”) to resolve the claims asserted. The Settlement includes creation of a non-reversionary Settlement Fund in the extraordinary amount of \$147,500,000, to provide payments to owners of approximately 191,000 life insurance policies.

The Court previously certified the Settlement Class, granted final approval of the Settlement, and entered Judgment. However, the Second Circuit Court of Appeals reversed this Court’s order certifying the Settlement Class on one narrow issue, vacated the judgment, and remanded for further proceedings. Following the decision of the Second Circuit, and consistent with the terms of the Settlement Agreement, the Parties reached agreement on an amendment to the Settlement to resolve the narrow issue identified by the Second Circuit. Where this Court previously found the Settlement to be “fair, reasonable, and adequate—both procedurally and substantively” (Dkt. 351 at 11), and the issue identified by the Second Circuit Court of Appeals is now cured as set forth herein, Plaintiffs request that the Court (1) set a schedule for further proceedings for consideration of Plaintiffs’ renewed motion, including consideration of objections and a hearing on the same; (2) certify the Settlement Class and reaffirm approval of the Settlement, including reaffirming the Court’s prior award of attorneys’ fees, expense reimbursement, and service awards; and (3) designate the Plaintiffs as class representatives and the undersigned as Class Counsel.

## I. PRELIMINARY STATEMENT

Plaintiff Paulette T. Glover commenced this action in May 2016 against Defendants Connecticut General and Lincoln. Significant motion practice followed, along with written discovery.<sup>1</sup> On March 7, 2024, the Parties executed a binding Settlement Agreement (“Agreement”) (Dkt. 230-1), requiring the creation of a non-reversionary Settlement Fund of \$147,500,000, which would provide payments to members of the Settlement Class in amounts representing a material portion of their alleged COI overcharges. On March 8, 2024, Glover filed an amended complaint to add another similarly situated policyholder as a named plaintiff, John T. Warehime, which Defendants did not oppose and the Court approved; and, concurrently, Glover and Warehime filed an unopposed motion for preliminary approval of the Settlement. *See* Dkt. 229 & 230. On September 4, 2024, this Court granted preliminary approval and ordered that notice be issued to the Settlement Class. Dkt. 289. Thereafter, Glover and Warehime moved for final approval of the Settlement. Dkt. 328. After a fairness hearing on December 16, 2024, the Court granted final approval on June 15, 2025 (Dkt. 351) and entered Judgment on June 18, 2025 (Dkt. 352).

The Settlement was overwhelmingly well-received. Only 22 policy owners (owning 24 of the approximately 191,000 policies in the Settlement Class) chose to opt-out of the Settlement—a number representing approximately 0.01% of the Settlement Class. The only objectors that came forward were a group of 14 objectors rounded up by the law firm of Susman Godfrey LLP (“Susman Objectors”) and 1 additional objector who merely parroted Susman’s objections (collectively with the Susman Objectors, “Objectors”). *See* Dkt. 310 at 50-52; Dkt. 316; Dkt. 324.

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<sup>1</sup> Plaintiffs incorporate by reference their previously provided overviews of the litigation and procedural history, *see* Dkt. 230 at 3-16; Dkt. 328-1 at 1-8.

After the Settlement Class was certified and the Settlement approved over their objections, the Susman Objectors appealed. The Susman Objectors appealed only the Court's certification of the Settlement Class and not the Court's finding that the Settlement is a fair, reasonable, and adequate resolution of the Settlement Class's claims. On August 11, 2026, the Second Circuit Court of Appeals reversed this Court's order certifying the Settlement Class on one narrow issue relating to the typicality prong of the certification analysis, vacated the judgment, and remanded for further proceedings. Dkt. 356.

Specifically, the Court of Appeals determined that Glover's and Warehime's claims were not typical of the members of the Settlement Class owning policies originally issued by Lincoln-related entities, First Penn-Pacific Life Insurance Company ("First Penn") and Lincoln Life & Annuity Company of New York ("Lincoln New York"). The Second Circuit reasoned that typicality failed as to owners of policies originally issued by First Penn and Lincoln New York because evidence of privity of contract with Lincoln—the party that undisputedly has been performing the relevant conduct that Glover and Warehime allege breaches all the Class Policies in the same way—would not be the same for those Settlement Class Members as compared to Glover and Warehime, whose policies were issued by Connecticut General and Lincoln, respectively. *See id.* at 18-21. The Second Circuit otherwise raised no concerns with this Court's finding that the Settlement is a fair, reasonable, and adequate resolution of the claims of the Settlement Class pursuant to Rule 23(e)(2) nor with this Court's findings that every other procedural requirement of Rule 23(a) and (b)(3) is satisfied. The Second Circuit remanded to this Court "for further proceedings." Dkt. 358.

Following the decision of the Second Circuit, and pursuant to Paragraph 11.1 of the Agreement requiring the Parties to work in good faith to cure any deficiencies in the Settlement

identified in the approval process, the Parties reached agreement on an amendment to the Settlement to resolve the narrow issue identified by the Second Circuit. See **Exhibit 1** (“Amendment”). Specifically, the Parties amended the Agreement to add Kathleen A. Murphy and James E. Reid as Parties to the Settlement,<sup>2</sup> and now also move to amend the operative complaint to add them as similarly situated named plaintiffs.<sup>3</sup> Ms. Murphy’s policy was issued by First Penn, and Mr. Reid’s policy was issued by Lincoln New York. Both received notice of the Settlement and have stepped forward as Plaintiffs to represent the Settlement Class in support of the Settlement, which they view as being in the best interests of the Settlement Class. Plaintiffs further seek leave to join First Penn and Lincoln New York as Parties to put all Settlement Class Members on identical footing in having their issuing insurance company as a defendant in the case. As explained below, these additions eliminate the typicality defect identified by the Second Circuit Court of Appeals and support the Court reaffirming approval of the Settlement.

## **II. SUMMARY OF THE SETTLEMENT**

The Agreement has not changed. The Amendment adds Plaintiffs Murphy and Reid and Defendants First Penn and Lincoln New York as Parties. The Agreement represents a compromise between Plaintiffs and the Settlement Class and Defendants regarding the claims in this litigation. If the Settlement is finally approved, a non-reversionary cash Settlement Fund in the amount of

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<sup>2</sup> As part of the Amendment, the Parties also removed one sentence in paragraph 11.3 of the Agreement. Ex. 1, Amendment at 2. Paragraph 11.3 provides, in part, “The Parties further represent, agree, and acknowledge that the Settlement is a fair resolution of these claims for the Parties and the Settlement Class.” Dkt. 230-1 at 21 (Agreement, ¶ 11.3). The Amendment removes the sentence that follows, stating: “Subject to their ethical obligations, neither the Parties nor their respective counsel shall make any statements suggesting the contrary, either before or after the Court’s approval of Settlement.” *Id.*

<sup>3</sup> Plaintiffs Glover, Warehime, Murphy, and Reid are collectively referred to as “Plaintiffs” herein.

\$147,500,000<sup>4</sup> will be created. There is no “claims process.” Each Settlement Class Member will receive their share of the Net Settlement Fund pursuant to the distribution plan previously approved by the Court. Dkt. 351 at 15-16. In exchange for these benefits, the Settlement Class will release Defendants and their affiliates for all claims that were or could have been alleged in this action. While First Penn and Lincoln New York are now proposed to be named Defendants, the Settlement release already released claims that were or could have been brought against these companies.

Furthermore, Plaintiffs and their counsel seek no further fees, expenses, or service awards in addition to what the Court previously identified as reasonable, including fees for Susman Godfrey, and service awards for Glover, Warehime, and the Related Action plaintiffs, Vida, TVPX, and Heckman. Thus, the Amendment makes no change to the economics of the deal for the Settlement Class Members, each of whom will be entitled to an allocation of funds as previously proposed and deemed fair, reasonable, and adequate by the Court.

### **III. THE SETTLEMENT CLASS**

The proposed Settlement Class includes Owners<sup>5</sup> of approximately 191,000 policies (“Policies”) that were active on or after May 27, 2010, and that were issued by Defendants or their respective predecessors in interest, that require the COI rates to be based on expectations as to future mortality experience, and that contain separate policy charges, a cash value component, and

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<sup>4</sup> By the terms of the Settlement, the fund was reduced to \$147,474,191.99 due to 22 opt-outs.

<sup>5</sup> “Owner” or “Owners” means a Policy’s owner or owners, whether a person or an entity and whether in an individual or representative capacity, as indicated in Defendants’ records as of the Class List Date, except that if the Owner is deceased as of the Class List Date, the Owner shall mean the estate of the deceased Owner. Agreement, ¶ 1.24.

a death benefit, as identified on the Class List.<sup>6</sup> Ex. 1, Amendment at ¶ 1.28. The amended Settlement Class no longer includes owners of policies issued by Confederation Life Insurance & Annuity Company, totaling 334 policies, as no owner of such policies has come forward seeking to serve as a plaintiff and class representative.

#### **IV. THE SETTLEMENT REMAINS FAIR, REASONABLE, AND ADEQUATE.**

In previously approving the Settlement under Rule 23(e)(2) as a “fair, reasonable, and adequate” resolution of the claims of the Settlement Class, the Court considered and found satisfied the factors set forth in Rule 23(e)(2): (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2); and, the Court also considered and found satisfied the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974). *See generally* Dkt. 289 & 351.

The Objectors did not appeal this Court’s finding that the Settlement is fair, reasonable, and adequate, and the Second Circuit did not disturb that finding on appeal. Plaintiffs incorporate their prior showing under these factors (*see* Dkt. 230 at 20-32; Dkt. 267 at 1-23; Dkt. 329 at 16-35), and address here how the additions of Plaintiffs Murphy and Reid and Defendants First Penn

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<sup>6</sup> The Settlement Class excludes Defendants; any entity in which Defendants have a controlling interest; any corporate officers or directors of Defendants; the legal representatives, heirs, successors, and assigns of Defendants; anyone employed with Plaintiffs’ law firms; and any Judge to whom this Action or a Related Action is assigned, and his or her immediate family. Agreement, ¶ 1.37.

and Lincoln New York further support a finding that the Class Representatives adequately represent the Settlement Class and cure the lone deficiency identified by the Second Circuit Court of Appeals.

**A. The Class Representatives Have Adequately Represented the Class.**

The adequacy of representation analysis is an element of procedural fairness, and “typically entails inquiry as to whether: (1) plaintiff’s interests are antagonistic to the interest of other members of the class . . . .” *In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 692 (S.D.N.Y. 2019) (quoting *Cordes & Co. Fin. Servs. v. A.G. Edwards & Sons, Inc.*, 502 F.3d 91, 99 (2d Cir. 2007)) (cleaned up); *see also Denney v. Deutsche Bank AG*, 443 F.3d 253, 268 (2d Cir. 2006) (“[T]he proposed class representative must have an interest in vigorously pursuing the claims of the class, and must have no interests antagonistic to the interests of other class members.”) (citing *Baffa v. Donaldson, Lufkin & Jenrette Sec. Corp.*, 222 F.3d 52, 60 (2d Cir. 2000)). Here, Plaintiffs’ interests are aligned with those of other Settlement Class Members, as they allege that they suffered and seek to redress the same injury: excessive COI deductions from their policy cash values in violation of their life insurance policies. *See In re GSE*, 414 F. Supp. 3d at 692 (“plaintiffs’ interests are aligned with other class members’ interests because they suffered the same injuries—monetary losses resulting from GSE bond transactions[.]”). As set forth in the proposed Fourth Amended Class Action Complaint filed contemporaneously herewith, each alleges they were overcharged on their life insurance in breach of the same relevant language in the COI rates provisions of their Policies.

Plaintiffs have shown their dedication to representing the Settlement Class by providing information, insight, and documents to Plaintiffs’ counsel. *See Exhibit 2*, Warehime Dec.; *Exhibit 3*, Murphy Dec.; *Exhibit 4*, Reid Dec.; Dkt. 230-2 at ¶¶ 34-36; Dkt. 303-1 at ¶ 71. Plaintiffs worked to advance the litigation on behalf of themselves and the proposed Settlement Class, independently

evaluated the Settlement, and ultimately support the Settlement and advocate for its approval. Additionally, Plaintiffs Murphy and Reid are adequate, despite joining the case as party-plaintiffs after the Settlement was negotiated. *See Callery v. HOP Energy, LLC*, No. CV 20-3652, 2025 WL 3452362, at \*9 (E.D. Pa. Dec. 1, 2025) (finding that plaintiff “is not inadequate for joining as a named plaintiff after the Agreement was executed and preliminary approval filed . . .”); *Jaffe v. Morgan Stanley & Co.*, No. C. 06-3903, 2008 WL 346417, at \*4 (N.D. Cal. Feb. 7, 2008) (“Courts have found that even class representatives who join litigation after a settlement has been reached can adequately represent the class.”); *Cf. Heit v. Van Ochten*, 126 F. Supp. 2d 487, 495 (W.D. Mich. 2001) (approving substitution of class representatives who opposed settlement that the court had found to be fair with class representatives who supported it). Murphy and Reid have stepped forward to support the Settlement and advocate for all Settlement Class Members, including the thousands whose policies were issued by First Penn and hundreds whose were issued by Lincoln New York. As this Court noted as to Warehime, the addition of Murphy and Reid does not expand the Settlement Class definition. Dkt. 289 at 19. Rather, even with the addition of Murphy and Reid as Plaintiffs and First Penn and Lincoln New York as Defendants, the challenged conduct remains the same as when it was first pleaded in 2016—overcharges on life insurance policies administered by Lincoln, which has always included policies issued by First Penn and Lincoln New York.

All four Plaintiffs have the same interest in holding Lincoln liable for its overcharges like all members of the Settlement Class, and each explicitly demonstrates their commitment to vigorously do so. Ex. 2, Warehime Dec. at ¶¶ 5-9; Ex. 3, Murphy Dec. at ¶¶ 8-15; Ex. 4, Reid Dec., at ¶¶ 8-15. Notwithstanding the need for the Court’s leave and Defendants’ cooperation to permit Murphy and Reid to join this action, Murphy and Reid each retain significant leverage in the form of unresolved claims against Lincoln and its affiliates that could and would be asserted.

Notably, these claims are greater in scope than those alleged in Susman's actions. Both Murphy and Reid assert claims for breaches of contract over the entire life of their policies, whereas the claims in Susman's cases only go to a subset of the Defendants' alleged breaches dating back to 2014. Further, both Murphy and Reid assert claims on behalf of owners of Policies issued by First Penn and Lincoln New York that Susman chose to omit from its asserted class definitions. For example, Plaintiff Reid, with his Lincoln New York-issued policy, is not included in the class in *Vida Longevity Fund, LP v. Lincoln Life & Annuity Co. of N.Y.*, No. 19-CV-06004 (ALC) (S.D.N.Y.). Like many Policy owners, if this Settlement does not go forward and the Settlement Class is not certified, Reid would find himself without a proposed class within which to participate to assert his identical claims. In short, there is little question that the four Plaintiffs, collectively, have adequately represented the Settlement Class.

**B. The Excellent Relief Provided by the Settlement Will Not Be Impaired by Additional Costs and Fees.**

The \$147,500,000 cash settlement remains an excellent result for the Settlement Class in light of the costs, risks, and delay involved in trial and appeal. This Court previously found the relief to be adequate considering these risks. Dkt. 289 at 19; Dkt. 351 at 11-19. The Court also previously identified the reasonable fees and expenses, including fees for Susman Godfrey, and service awards for Glover, Warehime, and the Related Action plaintiffs, Vida, TVPX, and Heckman. Dkt. 351 at 29-35. Murphy and Reid, though advocating for and lending their support to the Settlement, will not seek service awards. Thus, the Court's prior findings on fees, costs, and service awards should not be disturbed, and the allocation of the Net Settlement Fund to each member of the Settlement Class should not be further decreased.

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Accordingly, just as they did before, the Rule 23(e) and Second Circuit *Grinnell* factors confirm the Court’s finding that the Settlement is fair, reasonable, and adequate.

**V. THE PROPOSED SETTLEMENT CLASS MEETS THE REQUIREMENTS FOR CLASS CERTIFICATION.**

This Court previously certified the Settlement Class, and on appeal, the only deficiency in that ruling was Rule 23(a)(3) typicality. Through the addition of Plaintiffs Murphy and Reid, as well as Defendants First Penn and Lincoln New York, the typicality defect identified by the Second Circuit is cured. Thus, the Court should certify the Settlement Class.

**A. Standard for Certifying Settlement Class.**

A motion for class certification under Rule 23 involves a two-part analysis. First, under Rule 23(a), the proposed class must satisfy the requirements of numerosity, commonality, typicality, and fair and adequate representation. Second, the proposed class must meet at least one of the three requirements of Rule 23(b). *In re Frontier Commc’ns Corp.*, No. 3:17-cv-01617-VAB, 2022 WL 4080324, at \*5 (D. Conn. May 20, 2022); Fed. R. Civ. P. 23(a)-(b). Plaintiffs request certification for settlement purposes only under Rule 23(b)(3), which requires that the common questions predominate over any individualized questions, and that a class action is superior to other methods of adjudication. Fed. R. Civ. P. 23(b)(3). “[T]he touchstone of ascertainability is whether the class is sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member.” *Brecher v. Republic of Argentina*, 806 F.3d 22, 24 (2d Cir. 2015) (internal quotations removed); *see also* Dkt. 289 at 9-10. “The Second Circuit has emphasized that Rule 23 should be given liberal rather than restrictive construction.” *Gortat v. Capala Bros.*, 257 F.R.D. 353, 361 (E.D.N.Y. 2009) (internal quotations omitted). A district court has discretion in deciding whether a particular action complies with the requirements of Rule 23. *E.g., Hyland v. Navient Corp.*, 48 F.4th 110, 117 (2d Cir. 2022).

**B. The Settlement Class Satisfies the Requirements of Rule 23.**

This Court previously found the “numerosity, commonality, predominance, superiority, and ascertainability requirements are easily met in this case.” Dkt. 289 at 10; *see also* Dkt. 351 at 9. On appeal, the Second Circuit only found that Plaintiffs failed to establish typicality. Thus, Plaintiffs incorporate by reference their demonstration that the Rule 23 factors are satisfied (*see* Dkt. 230 at 34-38; Dkt. 329 at 8-15), and address only how typicality is cured by the additions of Murphy, Reid, First Penn, and Lincoln New York.

The Second Circuit Court of Appeals, in reversing this Court’s order certifying the Settlement Class, determined that Plaintiffs Glover’s and Warehime’s claims were not typical of the portion of the Settlement Class that owned Policies issued by neither Lincoln nor Connecticut General, but rather by Lincoln-affiliates, First Penn and Lincoln New York. The Second Circuit so concluded because Glover, whose Policy was issued by Connecticut General, would present evidence of privity of contract with Lincoln that would not be the same as what those Settlement Class Members with First Penn-issued or Lincoln New York-issued Policies would use to prove their privity with Lincoln. *See* Dkt. 356 at 18-21.<sup>7</sup> The Second Circuit otherwise raised no concerns with this Court’s finding that every other procedural requirement of Rule 23(a) and (b)(3) is satisfied.

Now, with the addition of Murphy and Reid, this typicality defect is cured.<sup>8</sup> Like Glover as to Settlement Class Members with policies issued by Connecticut General, they each have the

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<sup>7</sup> Similarly, because Plaintiff Warehime’s policy was indisputably issued directly by Lincoln, his policy alone would be sufficient to establish privity of contract with Lincoln.

<sup>8</sup> The preferred procedure in the event that class representatives no longer satisfy the typicality requirement is to permit new class representatives to come forward. *Negrete v. Allianz Life Ins. Co. of N. Am.*, 287 F.R.D. 590, 604 n. 7 (C.D. Cal. 2012) (“The Court agrees with plaintiffs that even if the named representatives no longer satisfied the typicality requirement, the proper

incentive to prove privity of contract with Lincoln for Settlement Class Members with First Penn-issued and Lincoln New York-issued policies, respectively, by presenting evidence that Lincoln assumed the contractual obligations for those Class Policies, either expressly or by implication, through: its uniform conduct in performing the Class Policies; its uniform policyholder facing conduct in acting as the face of the insurer; and the materially similar agreements between Lincoln and the issuing company Defendants. *See, e.g.*, Dkt. 263-6, ¶¶ 5, 8-14 (Declaration of Beth Desmonds) (stating that Lincoln “administers the universal life insurance policies that are issued by” First Penn and Lincoln New York, which includes “identifying changes in the issuing company’s expectations and analyzing non-guaranteed elements post-issue, including cost of insurance rates,” as well as developing the “GAAP mortality rates”—i.e., all the conduct challenged in this lawsuit); Dkt. 267 at 20-22 (identifying reliance on same documentation to prove claims in this case and Susman cases, including documents reflecting same formula for “Derivation of Cost of Insurance Rates” and key documents originating from “Lincoln National”); Dkt. 263-3 (“Master Services Agreement” between Lincoln and Lincoln New York) at ¶ 8.a, Ex. B (identifying, in part, that Lincoln “has agreed to perform various administrative services on behalf of [Lincoln New York]” and those services include: “Actuarial & Risk Management: Produce Development, Illustrations and Systems Support, Product Financial Analysis, In Force Valuation & Management, Asset & Liability Management;” “Internal Auditing and Internal Controls;” “Accounting & Financial Reporting;” “Corporate Management;” “Customer

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procedure would not be to decertify the class (assuming other Rule 23 requirements remain satisfied), but to appoint new class representatives.”); *Chen-Oster v. Goldman, Sachs & Co.*, No. 10 CIV. 6950 AT JCF, 2015 WL 4619663, at \*5 (S.D.N.Y. Aug. 3, 2015), *aff’d*, No. 10CIV6950ATJCF, 2016 WL 11645644 (S.D.N.Y. June 6, 2016) (“Indeed, it is common to permit intervention in a class action in order to cure some deficiency in the ability of the named plaintiffs to represent the class.”).

Administrative Services: . . . Written Customer Communications;” “Compliance: . . . Insurance Products Compliance;” among others); Dkt. 263-5 (2013 “First Amended and Restated Master Services Agreement,” including Lincoln and First Penn) at Ex. B (stating, in part, the services performed by Lincoln include “Life Insurance Product Management;” “Product Compliance & Implementation;” “Financial Management;” among numerous others); **Exhibit 5** (2006 “Master Services Agreement,” including Lincoln and First Penn) at Ex. B (stating, in part, that Lincoln performs services relating to “Advertising, Communications, & Public Relations,” “Legal, Compliance & Regulatory Services,” “Actuarial & Risk Management,” “Customer Administrative Services,” and “Accounting, [T]reasury, Financial Services & Internal Controls,” among others); Dkt. 67-4 (“Administrative Services Agreement” between Lincoln and Connecticut General) at 1 (stating, in part, “[Connecticut General] wishes to appoint [Lincoln] to provide all administrative services with respect to Coinsured Contracts,” and “[Lincoln] agrees to perform all administrative services required to be performed with respect to the Coinsured Contracts . . . and is authorized to do so in the name or on behalf of [Connecticut General],” and “The intention of the parties is that [Lincoln] will perform all such administrative services in such a way as to minimize the involvement of [Connecticut General]”).

The link for which the Second Circuit found Glover and Warehime atypical as to contracts issued by First Penn and Lincoln New York is remedied by Murphy’s and Reid’s representation of the Settlement Class. And, aside from privity, the evidence related to the other elements of Plaintiffs’ breach of contract claims would be the same because, as the Court has found, “[a] preponderance of the evidence demonstrates that Lincoln National administered policies in the same manner in all essential respects. . . regardless of the company that issued the policy.” Dkt. 351 at 10. Moreover, by joining Defendants First Penn and Lincoln New York, establishing privity

of contract with Lincoln is no longer essential to success on the claims of Settlement Class Members with Policies not issued by Lincoln. In other words, where there is no dispute that the issuing company Defendants retain liability for any breaches of Policies that they each issued even if Lincoln did not assume the contractual obligations of the Policies, all Settlement Class Members now have their issuing company as an additional, potentially liable party to remedy their harms.

Thus, typicality is satisfied because Plaintiffs' litigation goals precisely align with those of the Settlement Class Members, as their claims arise from the same standardized contractual commitments and alleged theory of breach and damages. *See Marisol A. v. Giuliani*, 126 F.3d 372, 376 (2d Cir. 1997) ("Typicality . . . 'is satisfied when each class member's claim arises from the same course of events, and each class member makes similar legal arguments to prove the defendant's liability.'" (citation omitted); *Vogt v. State Farm Life Ins. Co.*, No. 2:16-cv-04170-NKL, 2018 WL 1955425, at \*4-5 (W.D. Mo. Apr. 24, 2018) *aff'd*, 963 F.3d 753 (8th Cir. 2020) (finding the plaintiff's claims were typical of those of the class because the claims arose from and related to the interpretation and application of the Policy and the policy language, and State Farm's methodology for determining COI Rates was uniform for all class members).

\* \* \*

Because the proposed Settlement Class satisfies the requirements for class certification, the Court should certify the Settlement Class.

#### **VI. ADDITIONAL NOTICE TO THE SETTLEMENT CLASS IS NOT REQUIRED.**

Following this Court's order preliminarily approving the Settlement, notice by mail was directed to the Settlement Class. *See, e.g., Dkt. 328-2 at ¶ 12.* Courts considering settlements amended after notice has issued have held that Rule 23 does not require additional notice when the amendments do not materially diminish the settlement relief. *See Knuckles v. Elliott*, No. CV 15-10175, 2016 WL 3912816, at \*5 (E.D. Mich. July 20, 2016) (quoting *Keepseagle v. Vilsack*, 102

F. Supp. 3d 306, 313 (D.D.C. 2015)) (“The Court concludes that due process does not require notice to all Class members of this modification to the Settlement. District courts considering the issue hold that notice of an amendment is required only where the amendment ‘would have a material *adverse* effect on the rights of class members.’”) (emphasis in original); *Dewey v. Volkswagen of Am.*, 909 F. Supp. 2d 373, 385 n. 14 (D.N.J. 2012), *aff’d sub nom. Dewey v. Volkswagen Aktiengesellschaft*, 558 F. App’x 191 (3d Cir. 2014) (“Class members described in 1.31(a) of the New Settlement Agreement were already provided proper notice and since this Agreement does not affect or modify the rights of those class members, no further notice was required to be given to those class members.”).

Because the economics of the Settlement remain unchanged for all Settlement Class Members, there is no necessity to provide an additional opt-out opportunity through formal notice, which would merely result in additional administrative costs that would reduce the Net Settlement Fund.<sup>9</sup> *See, e.g., Denney*, 443 F.3d at 271 (“Neither due process nor Rule 23(e)(3) requires, however, a second opt-out period whenever the final terms change after the initial opt-out period.”); *Hainey v. Parrott*, 617 F. Supp. 2d 668, 679 (S.D. Ohio 2007) (concluding that where the class received notice of a settlement and “had enough information at that time to make a reasoned decision whether or not to opt out of the settlement,” that “providing a second opt-out period [wa]s not required” following amendment of the settlement); 2 McLaughlin on Class Actions § 6:21 (22nd ed.) (“Courts have rejected the suggestion that a second opt-out should be granted as a matter of course, even if the terms of the settlement change after the expiration of the initial opt-out period.”).

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<sup>9</sup> The 22 opt-outs from the original Settlement would remain opted-out from the revised Settlement.

Likewise, where Settlement Class Members had the opportunity but did not object following receipt of notice, additional notice and objection rights are not required where the Settlement relief is the same. *See, e.g., Haney v. Genworth Life Ins. Co.*, No. 3:22CV55, 2023 WL 1111646, at \*3 n.2 (E.D. Va. Jan. 30, 2023) (“The Court is not required to provide an additional objection period for Class Members to review the Second Amended Settlement Agreement because the changes are narrow and further the interests of the Class”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 330 (N.D. Cal. 2018) (“The pertinent question here is whether the changes *adversely* affect class members. When the modification makes the settlement less desirable, notice may be required because courts cannot be sure whether more class members would have chosen to object to the settlement or exclude themselves from the class.” (emphasis in original)); *In re Cathode Ray Tube (CRT) Antitrust Litig.*, No. 07-CV-05944-JST, 2020 WL 1873554, at \*11 (N.D. Cal. Mar. 11, 2020) (quoting *In re Anthem*) (“Therefore, the settlement does not have a ‘material adverse effect on the rights of class members’ and there is no reason to conclude that those class members who failed to object or opt out would now choose to do so.”); *cf.* Manual for Complex Litigation (Fourth) § 21.61 (2004) (where there are “substantial changes adversely affecting some members of the class, additional notice, followed by an opportunity to be heard, might be necessary.”).

Here, Plaintiffs have already provided the Court-approved Class Notice by direct mail to the Settlement Class Members. *See* Dkt. 328-2 (Azari Dec). In addition, the notice program included the establishment of a toll-free telephone number and a Settlement Website (LincolnCOISettlement.com), which have remained active and available. The Class Notice specifically instructed Settlement Class Members: “Be sure to regularly visit [www.lincolnCOISettlement.com](http://www.lincolnCOISettlement.com) for any updates, as additional notices will not be mailed to you.”

The Settlement was tremendously well-received. Only 22 policy owners (owning a total of 24 of the approximately 191,000 policies in the Settlement Class) chose to opt-out of the Settlement—a number representing approximately 0.01% of the Settlement Class. The only objectors that came forward (totaling 15) were the Susman Objectors and one additional Objector who merely referred to Susman’s objections. All Settlement Class Members had previous opportunity to opt-out of or object to the Settlement, the material terms of which have not changed. No rights under the Settlement are negatively impacted by the Amendment to the Settlement. Under these circumstances, there is no reason to conclude that any Settlement Class Member would choose to opt-out or object to the same Settlement in which they previously chose to participate. Indeed, a second mailing would only serve to run up additional costs to the Settlement Class.

Therefore, consistent with the practice in similar revised class action settlements, Plaintiffs will continue to apprise the Settlement Class of developments in the case via the Settlement Website, including providing the new motion for certification and approval.<sup>10</sup> Because this filing will be served electronically on all ECF-registered counsel, the Susman Objectors will be notified of this filing by service on their counsel. Furthermore, Plaintiffs will also provide notice of this filing (including the motion for leave to amend the complaint) by direct mail to the one additional Objector not represented by Susman. *See In re Auction Houses Antitrust Litig.*, 138 F. Supp. 2d 548, 549 (S.D.N.Y. 2001) (“The Court did not require the sending of a new notice to the class. The

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<sup>10</sup> *See In re Compact Disc Minimum Advertised Price Antitrust Litig.*, 292 F. Supp. 2d 184, 186 (D. Me. 2003) (“With respect to the improvements in the proposed settlement that occurred after my June 13, 2003, rejection, I approved a notice arrangement by which the music clubs’ informational websites were continuously updated and maintained to reflect the terms of the amended settlement and an informational toll-free number was continued . . . it would be too burdensome and costly to repeat a mailing to the over eight million class members informing them of favorable changes in the proposed amended settlement, especially to those who never objected to the first proposed settlement. The relevant caselaw supports limited notice to non-objectors when the class members have already received an earlier form of notice.”) (emphasis added).

parties' submission, however, was served on objectors who already had come forward."). If they choose to, those prior Objectors will have an opportunity to submit their objections within the time period as set by the Court.

**VII. THE COURT SHOULD APPOINT PLAINT PLAINTIFFS AS CLASS REPRESENTATIVES AND PLAINTIFFS' COUNSEL AS CLASS COUNSEL.**

Plaintiffs have demonstrated their commitment to vigorously pursue the claims alleged herein. As detailed above and in their attached declarations, Plaintiffs have demonstrated, individually and collectively, that their claims are typical of the claims of the Settlement Class and that they will fairly and adequately protect the interests of the Settlement Class. Accordingly, Plaintiffs request that Paulette T. Glover, John T. Warehime, Kathleen A. Murphy, and James E. Reid be appointed as class representatives in this matter.

Further, as the Court has already found, the undersigned Plaintiffs' Counsel are highly experienced in class actions and litigation of this type, and they have developed an unmatched depth of knowledge on the issues related to the claims in this case. *See, e.g.*, Dkt. 230-2, ¶ 7 & Exs. A & B. Courts around the country have recognized the adequacy of Plaintiffs' Counsel to represent the interests of universal life insurance policyholders. *See* Dkt. 267-2 at 4-8. Plaintiffs request that Plaintiffs' Counsel be appointed as Class Counsel upon certifying the Settlement Class.

**VIII. CONCLUSION**

Plaintiffs respectfully request that the Court (1) set a schedule for further proceedings for consideration of Plaintiffs' renewed motion, including consideration of objections and a hearing on the same; (2) certify the Settlement Class and reaffirm approval of the Settlement, including reaffirming the Court's prior award of attorneys' fees, expense reimbursement, and service awards; and (3) designate the Plaintiffs as class representatives and the undersigned as Class Counsel.

Proposed schedule as follows:

| <b>EVENT</b>                                | <b>TIMING</b>                     |
|---------------------------------------------|-----------------------------------|
| Objection deadline for Prior Objectors      | 30 days after entry of this Order |
| Deadline for responses to timely objections | 60 days after entry of this Order |
| Fairness Hearing                            | [As the Court's Schedule Permits] |

Plaintiffs are providing a proposed order for entry of the above schedule as **Exhibit 6** hereto.

Dated: September 10, 2026

Respectfully submitted,

**STUEVE SIEGEL HANSON LLP**

By: /s/ Norman E. Siegel  
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- And -

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PARENTEAU, LLC**  
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Hartford, Connecticut 06103  
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Email: wmadson@mppjustice.com

*Attorneys for Plaintiffs and the Settlement Class*

**CERTIFICATE OF SERVICE**

I hereby certify that on September 10, 2026, I filed the foregoing document via the Court's ECF system, which will cause a true and correct copy of the same to be served electronically on all ECF-registered counsel of record.

/s/ Norman E. Siegel  
*Attorney for Plaintiffs and the Settlement Class*

# Exhibit 1

**AMENDMENT TO SETTLEMENT AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED by, between, and among Plaintiffs Paulette T. Glover, John T. Warehime, Kathleen A. Murphy, and James E. Reid on behalf of the Settlement Class defined at Paragraph 1.37 of the Settlement Agreement, and Defendants Connecticut General Life Insurance Company (“Connecticut General”), The Lincoln National Life Insurance Company (“Lincoln”), First Penn-Pacific Life Insurance Company (“First Penn-Pacific”), Lincoln Life & Annuity Company of New York (“Lincoln Life”), and affiliated entities (collectively, “Defendants”), that the below Paragraphs of the Settlement Agreement are amended and replaced with the following:

1.14. “Defendants” means Connecticut General Life Insurance Company, The Lincoln National Life Insurance Company, First Penn-Pacific Life Insurance Company, and Lincoln Life & Annuity Company of New York, and their respective predecessors and successors.

1.26. “Plaintiffs” means Paulette T. Glover, John T. Warehime, Kathleen A. Murphy, and James E. Reid.

1.28. “Policy” or “Policies” means all life insurance policies, that were active on or after May 27, 2010, and were issued by any Defendant, or their predecessors in interest, the terms of which provide or provided for: (i) a cost of insurance charge calculated using a rate that is determined based on expectations as to future mortality experience; (ii) additional but separate policy charges, deductions, or expenses; (iii) an investment, interest-bearing, or savings component; and (iv) a death benefit. The Parties agree that there are approximately 191,000 Policies. Policy or Policies shall include all applications, schedules, riders, and other forms

specifically made a part of the policies at the time of their issue, plus all riders and amendments issued later, or otherwise part of “The Policy,” as defined in the Policy or Policies. Lincoln will identify for Class Counsel any policies on the Class List and Notice List that are not included in the revised definition of “Policy” or “Policies.”

The last sentence of Paragraph 11.3 is deleted.

This Amendment is made pursuant to Paragraph 11.10 of the Settlement Agreement and does not “require any additional notice to the Settlement Class Members, including written or publication notice, unless ordered by the Court.” Settlement Agreement ¶ 11.10. This Amendment will be available on the Settlement Website.

The Parties otherwise restate, incorporate, and affirm the remainder of the Settlement Agreement.

[Remainder of this page intentionally left blank.]

Stipulated and agreed to by,

**CLASS COUNSEL ON BEHALF OF THE PLAINTIFFS (WHO HAVE SPECIFICALLY ASSENTED TO THE TERMS OF THIS AMENDMENT TO SETTLEMENT AGREEMENT AND SETTLEMENT AGREEMENT) AND THE SETTLEMENT CLASS:**



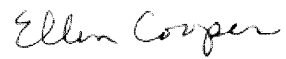
*On Behalf of Plaintiffs and the Settlement Class*

By: Norman E. Siegel

Date: September 8, 2026

Stipulated and agreed to by,

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**



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*On Behalf of Defendant The Lincoln National Life Insurance Company*

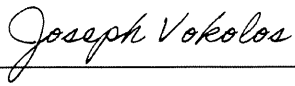
By: Ellen Cooper

Title: President & Director

Date: September 8, 2026

Stipulated and agreed to by,

**CONNECTICUT GENERAL LIFE INSURANCE COMPANY**

  
\_\_\_\_\_

*On Behalf of Defendant Connecticut General Life Insurance Company*

By: Joseph Vokolos

Title: Actuarial Managing Director

Date: 9/8/2026

Stipulated and agreed to by,

**FIRST PENN-PACIFIC LIFE INSURANCE COMPANY**



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*On Behalf of Defendant First Penn-Pacific Life Insurance*

*Company* By: Ellen Cooper

Title: President & Director

Date: September 8, 2026

Stipulated and agreed to by,

**LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK**

*Ellen Cooper*

---

*On Behalf of Defendant Lincoln Life & Annuity Company of New*

*York* By: Ellen Cooper

Title: President & Director

Date: September 8, 2026

**APPROVED ONLY AS TO FORM:**

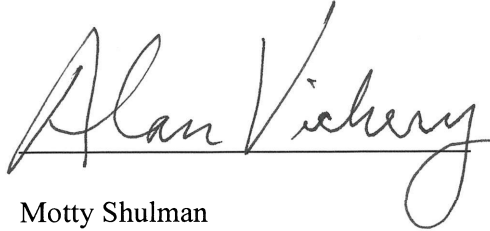


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---

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Insurance Company, and Lincoln Life &  
Annuity Company of New York*



---

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Telephone: 203.462.7550 |  
pbegos@rc.com

*Counsel for Connecticut General Life  
Insurance Company*

# Exhibit 2

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

PAULETTE T. GLOVER and  
JOHN T. WAREHIME,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY, and  
THE LINCOLN NATIONAL LIFE  
INSURANCE COMPANY,

Defendants.

No. 3:16-cv-00827-MPS

**DECLARATION OF PLAINTIFF JOHN T. WAREHIME**

I, John T. Warehime, hereby declare and state as follows:

1. I am one of the named plaintiffs in this action. I am of sound mind, have personal knowledge of the facts below, and if requested, I could competently testify to them.

2. I was born in 1942 and am currently 84 years old. I live in Potomac, Montana.

3. In 1982 I purchased a UL Basic Advantage life insurance policy with policy number 815370 and policy date August 10, 1982, with a specified amount of \$50,000 that was issued by Lincoln National Life Insurance Company ("Lincoln").

4. I held my policy for close to 35 years, paid my premiums, and complied with my obligations under the policy. My policy lapsed in 2016.

5. In June 2017, I engaged the law firms of Stueve Siegel Hanson LLP and Miller Schirger LLC (now Schirger Feierabend LLC) to represent me regarding potential claims on my life insurance policy. It was my understanding that my claims were included in a pending class

action but that there had been no determination as to whether a class would be certified. Nevertheless, my counsel kept me apprised of the status of the case following my engagement, including around February 2024, when counsel contacted me to let me know about a potential settlement with Lincoln. Counsel explained the terms of the settlement. As part of that discussion, counsel asked if I would be willing to participate as a named plaintiff in the action. I confirmed that I was willing to do so.

6. Class counsel also discussed with me the duties of a class representative. I understood those duties then, understand them now, and remain fully prepared to fulfill those duties. I remain committed to fairly and adequately protecting the interests of the class and to advocating on its behalf. I am committed to remaining actively engaged throughout the litigation. I am prepared to make decisions that serve the best interests of the class. I am prepared to fulfill my obligation to monitor class counsel, to stay informed of significant case developments, and provide my independent judgment on behalf of the class when called to do so.

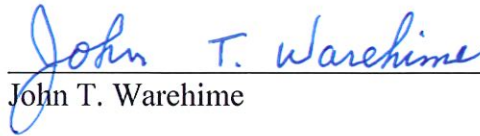
7. I am not serving as a class representative for the purpose of obtaining a service award. While I understand that class counsel has and may again request a service award, I also understand that is for the Court to decide. Class counsel has never suggested that they would only request a service award for me if I supported the settlement. Rather, they have explained that I have a duty to independently determine whether settlement is in the best interests of the class.

8. Since engaging class counsel, I have continued to stay apprised of the status of the case. And since becoming a named plaintiff, I have continued to review court filings and receive updates on the case. Through communications with class counsel and my own review of the documents and other information provided to me, I have learned additional details about the relief being offered to the class in the settlement as well as the potential risks of ongoing litigation.

9. I have reviewed the terms of the settlement agreement and understand what the class receives and what claims would be released. I also understand that there are risks, costs, and delays associated with litigation. In light of these considerations, I believe that the settlement provides good value for the claims in this case.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on September 5, 2026, in MISSOULA, Montana.

  
\_\_\_\_\_  
John T. Warehime

# Exhibit 3

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

PAULETTE T. GLOVER and  
JOHN T. WAREHIME,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY, and  
THE LINCOLN NATIONAL LIFE  
INSURANCE COMPANY,

Defendants.

No. 3:16-cv-00827-MPS

**DECLARATION OF PLAINTIFF KATHLEEN A. MURPHY**

I, Kathleen A. Murphy, hereby declare and state as follows:

1. I am one of the proposed named plaintiffs in this action. I am of sound mind, have personal knowledge of the facts below, and if requested, I could competently testify to them.

2. I was born in 1941 and am currently 85 years old. I live independently in Maryville, Tennessee, where I have lived for 37 years. After I graduated from Aquinas Dominican High School on the south side of Chicago, I entered the convent to become a Catholic nun, joining the Dominican Sisters of Saint Cecelia in Nashville, Tennessee. I lived and served in various communities as a professed Dominican religious sister for 12 years. I hold a B.A. in history from Siena College in Memphis, Tennessee, and a Master's in history from Chicago State University. I spent 27 years as a schoolteacher and later worked for the State of Tennessee for 14 years until I retired.

3. In 1984 I purchased a universal life insurance policy with policy number 045244 that was issued by First Penn-Pacific Life Insurance Company (“First Penn”). It is my understanding that First Penn, like Lincoln National Life Insurance Company, is a wholly owned subsidiary of the Lincoln National Corporation d/b/a Lincoln Financial Group. To my best recollection, for much of the time I owned my policy, I only interacted with Lincoln National customer service agents regarding my policy.

4. I held my policy for close to 40 years, paid my premiums, and complied with my obligations under the policy. At some point my policy became too expensive, so I stopped paying premiums. By October 2022 my policy account had gone to zero, the grace period expired, and my policy terminated. After holding my policy for almost forty years, it lapsed with no value. Purchasing new replacement life insurance at my age is too expensive and not an option.

5. In October 2024, I received a letter notifying me that I had been identified as a class member in a class action settlement against Defendant Lincoln National Life Insurance Company. The notice informed me that the case involved allegations of overcharges to policy accounts for certain universal life insurance policies due to inflating the policies’ monthly cost of insurance charges. Upon receipt of the notice, I wanted to participate in the settlement.

6. Where the class notice provided the contact information for my lawyers in the case, I wrote to Stueve Siegel Hanson LLP on October 24, 2024, to explain my similar experience with Lincoln, express my appreciation of counsel’s efforts in obtaining the settlement, and offer my cooperation if it would be helpful.

7. Prior to receiving the notice, I was unaware that the cost of insurance charges I had incurred were potentially in breach of my policy’s contractual promises. Like Ms. Glover and Mr.

Warehime, I owned a policy that promised that the cost of insurance rates I would be charged would be based on expectations as to future mortality experience.

8. Class counsel and I spoke by telephone on August 13, 2026. During that call class counsel provided additional information about the status of the case and explained that the Second Circuit Court of Appeals had not permitted the settlement to go forward as it had determined that the case could not be certified as a class action. Class counsel further explained that they believed the concerns identified by the Second Circuit could be cured if individuals, who had purchased a policy from First Penn, wanted to participate in the settlement and came forward to serve as class representative plaintiffs. As I supported the original settlement and previously offered my cooperation if it would be helpful, I told counsel of my interest in stepping forward.

9. Class counsel discussed with me the duties of a class representative, and I understand and am fully prepared to fulfill those duties. I will fairly and adequately protect the interests of the class and advocate on its behalf. I am committed to remaining actively engaged throughout the litigation, including reviewing court filings. If necessary, I will respond fully and truthfully to discovery requests, sit for a deposition, and appear at hearings, mediations, and trial. I am prepared to make decisions that serve the best interests of the class rather than my individual interests. I further understand my obligation to monitor class counsel, to stay informed of significant case developments, and provide my independent judgment on behalf of the class when called to do so. I take these responsibilities seriously, and I feel qualified and committed to diligently and faithfully discharging them throughout this action.

10. I did not agree to serve as a class representative for the purpose of obtaining a service award. While I understand that class counsel may request an appropriate service award, I also understand that the Court will ultimately decide whether I am entitled to a service award.

Moreover, class counsel has never suggested that they would request a service award for me only if I supported the settlement. Rather, they explained that I have a duty to independently determine whether the settlement is in the best interests of the class.

11. While I would have been happy to simply participate in the settlement without being named as a plaintiff, I am eager to contribute and pursue claims relating to overcharges with my policy. I was interested in serving as a class representative and plaintiff to stand up for those who were similarly harmed, to help enact the settlement that had been announced that would benefit me and others with policies like mine, and to see that Lincoln faces real consequences for its conduct.

12. I have continued to learn more about the class, the Lincoln-affiliated entities, the insurance products, and the overcharge allegations at issue in this litigation. Through communications with class counsel and my own review of the documents and other information provided to me, I have learned additional details about the relief being offered to the class in the settlement as well as the potential risks of ongoing litigation.

13. I further learned that despite my policy naming First Penn as the insurer, First Penn has zero employees and did not actually perform any of the ongoing administration work relating to my policy charges. Rather, Lincoln National Life Insurance Company did all the work of regulatory compliance, studying mortality, setting mortality expectations, and setting cost of insurance rates for the policies, including for policies like mine that were originally issued by a different company. I had only been aware that Lincoln National had been handling all the customer service needs for my policy.

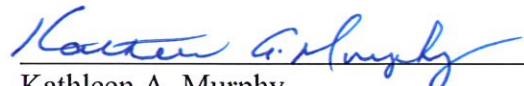
14. I have reviewed the terms of the settlement agreement and understand what the class receives and what claims would be released. I also understand that there are material risks,

costs, and delays associated with continued litigation and further appeals. In my independent review of the settlement relief, when weighed against potential recovery and potential risks, I determined that the settlement provided good value for my claims related to my life insurance policy. Moreover, in my independent opinion, I believe the settlement provides good value to individuals like me, treats equally all owners of life insurance policies administered by Lincoln with the same contractual promise, and is in the best interest of the class as a whole. My views are my own and are not based solely on the opinions of counsel. I understand that I could have objected to the settlement if I did not believe it to be in the best interests of myself and of the class. However, just like when I first learned of the settlement, I continue to believe that the settlement is in the best interests of the class.

15. I am fully committed to pursuing these claims with diligence and persistence, not only on my own behalf, but also for others who bought similar life insurance policies and were likewise overcharged by Lincoln's conduct.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on September 3, 2026, in Maryville, Tennessee.

  
Kathleen A. Murphy

# Exhibit 4

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

PAULETTE T. GLOVER and  
JOHN T. WAREHIME,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY; and  
THE LINCOLN NATIONAL LIFE  
INSURANCE COMPANY,

Defendants.

No. 3:16-cv-00827-MPS

**DECLARATION OF PLAINTIFF JAMES E. REID**

I, James E. Reid, hereby declare and state as follows:

1. I am one of the proposed named plaintiffs in this action. I am of sound mind, the facts set forth below are within my personal knowledge, and I could testify competently to them if called upon to do so.

2. I spent the majority of my adult life in upstate New York, where I practiced as a trial attorney for more than four decades and, in the later portion of my career, also worked as a mediator. In addition to my private practice, I served the people of the State of New York as an Assistant District Attorney for Wayne County for over two decades. I am a Fellow of the American College of Trial Lawyers and for 25 years served as an Adjunct Professor of law teaching Advanced Trial Advocacy at Syracuse University College of Law. Prior to private practice, I served as an officer in the United States Marine Corps and in the Judge Advocate General (JAG) Corps as trial counsel. Following my retirement, I relocated to South Carolina.

3. In 2000, at the age of 48, I purchased a variable universal life insurance policy in New York (policy number 0004810907) issued by Lincoln Life & Annuity Company of New York (“Lincoln of New York”). I understand that Lincoln of New York, like Lincoln National Life Insurance Company, is a wholly-owned subsidiary of Lincoln National Corporation, which does business as Lincoln Financial Group. Lincoln's own website states, for example: “Lincoln Financial is the marketing name for Lincoln National Corporation and insurance company affiliates, including The Lincoln National Life Insurance Company, Fort Wayne, IN, and in New York, Lincoln Life & Annuity Company of New York, Syracuse, NY.”

4. I bought the policy to ensure that my family would have financial protection if I passed away unexpectedly. I kept the policy in force for more than two decades, paid my premiums, and met my obligations under its terms. Throughout my ownership of the policy, I communicated with Lincoln National customer service agents about it. Around January 2024, I reluctantly chose to surrender my coverage because the policy had grown too expensive.

5. In October 2024, I received a notice by mail informing me that I had been identified as a participant in a class action settlement of litigation against Defendant Lincoln National Life Insurance Company, which involved allegations that policyholders were overcharged through inflated cost of insurance charges. Among other things, the notice identified my lawyers as including certain attorneys at Stueve Siegel Hanson and Schirger Feierabend. Upon receiving notice of the settlement, I wanted to take part in it.

6. The notice also contained reference to an additional case filed against Lincoln Life & Annuity Company of New York captioned as *Vida Longevity Fund v. Lincoln Life & Annuity Company of New York*, which I understand to be a separate class action alleging overcharges on certain life insurance policies issued by Lincoln of New York. Although I purchased my policy

from Lincoln of New York, to my best recollection and knowledge, I never received any communication identifying me as a member of the *Vida Longevity Fund* class. I therefore understand that my policy falls outside the *Vida Longevity Fund* class.

7. Before the notice arrived, I did not know that my policy's increasingly expensive monthly charges had potentially violated its contractual terms promising that cost of insurance rates would be determined based on expectations as to future mortality experience.

8. During a telephone call with class counsel on August 21, 2026, information was communicated to me about the Second Circuit Court of Appeals' recent decision declining to permit certification of the settlement class. In our conversation, class counsel further explained their belief that the concerns the Second Circuit identified could be remedied, and the settlement could go forward, if purchasers of policies from Lincoln of New York, who wished to participate in and supported the settlement, stepped forward to serve as class representatives. When I expressed my interest in stepping forward, class counsel reviewed with me the duties of a class representative. I understand those duties and am fully prepared to carry them out.

9. I will use my best efforts to stand for the class. Where necessary, I will actively participate in all phases of this case. I will review court filings and am prepared to make decisions based on what best serves the class as a whole.

10. I further understand my obligation to oversee class counsel, keep myself informed of significant developments in the case, and exercise independent judgment on the class's behalf when called upon to do so. I am qualified and prepared to perform these responsibilities to the best of my abilities.

11. I would have been happy to participate in the settlement without being named as a plaintiff; however, I am also eager to contribute and to pursue claims arising from the overcharges

on my policy. I want to stand up for others who were similarly harmed, to help bring about the announced settlement that would benefit me and other holders of policies like mine, and to ensure that Lincoln faces real consequences for its conduct as alleged.

12. Through my communications with class counsel and my own review of the documents and other information provided to me, I have learned further details about the relief the settlement offers the class, as well as the potential risks of continued litigation. I have also learned that although my policy names Lincoln of New York as the insurer, that company employs only four people and performs none of the ongoing work relating to my policy or its charges. Instead, Lincoln National Life Insurance Company does that work for policies like mine.

13. I have reviewed the terms of the settlement and understand what the class will receive and the claims that would be released. I understand that continued litigation and further appeals carry risks, costs, and delays. In my independent review, weighing the settlement relief against the potential recovery and potential risks, I conclude that the settlement provides good value for the claims asserted. Moreover, it is my independent opinion that the settlement offers good value to all owners of life insurance policies administered by Lincoln with the same contractual promises and serves the best interests of the class as a whole. These views are my own and are not based solely on the opinions of counsel. I recognize that I could have objected to the settlement had I not believed it to be in the best interests of myself and the class. But just as when I first learned of the settlement, I believe it is in the best interest of the class.

14. The prospect of a service award played no part in my decision to serve. I understand that class counsel may ask the Court to approve an appropriate service award, but I understand equally that whether I am entitled to one is for the Court alone to decide. At no point did class counsel suggest that any request for an award on my behalf would depend on my supporting the

settlement. What they told me was quite the opposite: that I have a duty to determine independently whether the settlement is in the best interests of the class.

15. I am committed to participating in this litigation on behalf of others who bought a similar life insurance policy and were likewise overcharged as alleged in this case.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on Sept. 4<sup>th</sup>, 2026 in CHARLOTTE, N.C..

  
James E. Reid

# Exhibit 5

### MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is effective as of 12:01 a.m. Eastern Standard Time, on the 3<sup>rd</sup> day of April, 2006 ("Effective Date") by and among The Lincoln National Life Insurance Company; Lincoln National Corporation; Lincoln National Management Corporation; Delaware Investment Advisor Series of Delaware Management Business Trust; Delaware Management Holdings, Inc.; Delaware Service Company, Inc.; Delaware Management Company, Inc.; Delaware Lincoln Cash Management Series of Delaware Management Business Trust; LNC Administrative Services Corporation; Jefferson Pilot Life Insurance Company; Jefferson Pilot Financial Life Insurance Company; Jefferson Pilot LifeAmerica Insurance Company; LFA, Limited Liability Company; LFA of Delaware, Limited Liability Company; Lincoln Financial Group, Inc.; Lincoln Financial Services and Insurance Brokerage of New England Inc.; Lincoln Financial and Insurance Services Corporation; California Fringe Benefit and Insurance Marketing Corporation; Lincoln Financial Advisors Corporation; LFA Management Corporation; First Penn-Pacific Life Insurance Company; Lincoln Financial Distributors, Inc.; and The Administrative Management Group, Inc. ("referred to individually as "Provider" and collectively as "Providers") and The Administrative Management Group, Inc.; LFA, Limited Liability Company; LFA of Delaware, Limited Liability Company; Lincoln Financial Advisors Corporation (formerly: LNC Equity Sales Corporation); Lincoln Financial Holdings, LLC; Lincoln Life Improved Housing, Inc.; Lincoln National Corporation; The Lincoln National Life Insurance Company; Lincoln National Realty Corporation; Lincoln National Reinsurance Company (Barbados) Limited; Lincoln Realty Capital Corporation; Lincoln Retirement Services Company, LLC; Lincoln Investment Solutions, Inc. (formerly Wakefield Tower Alpha Limited); First Penn-Pacific Life Insurance Company; Lincoln National Management Corporation; Lincoln National (UK) PLC; Delaware Management Holdings, Inc.; Delaware Management Business Trust; LFA Management Corporation; Lincoln National Investment Companies, Inc.; LNC Administrative Services Corporation; Lincoln Financial Distributors, Inc. (formerly Sagemark Consulting, Inc.); LFD Insurance Agency, Limited Liability Company; Lincoln Financial Services and Insurance Brokerage of New England, Inc.; Lincoln Financial Group, Inc.; California Fringe Benefit and Insurance Marketing Corporation; Lincoln National Insurance Associates, Inc.; Lincoln Financial and Insurance Services Corporation; HARCO Capital Corporation; Hampshire Funding, Inc.; Jefferson-Pilot Capital Trust A; Jefferson-Pilot Capital Trust B; Lincoln Financial Media Company; Lincoln Financial Media Company of California; Lincoln Financial Media Company of Colorado; Lincoln Financial Media Company of Florida; Lincoln Financial Media Company of Georgia; Lincoln Financial Media Company of North Carolina; Lincoln Financial Sports, Inc.; WBTV, Inc.; WWBT, Inc.; WCSC, Inc.; Tall Tower, Inc.; Jefferson Pilot Investment Advisory Corporation; Jefferson-Pilot Investments, Inc.; Hampshire Syndications, Inc.; Jefferson Pilot Variable Corporation; Jefferson-Pilot Life Insurance Company; Jefferson Standard Life Insurance Company; Jefferson Pilot Securities Corporation; Allied Professional Advisors, Inc.; Jefferson Pilot Insurance Agency of Alabama, Inc.; Jefferson Pilot Insurance Agency of Hawaii, Inc.; Jefferson Pilot Insurance Agency of Texas, Inc.; Jefferson-Pilot Investor Services of Nevada, Inc.; JPSC Insurance Services, Inc.; Polaris Advisory Services, Inc.; Polaris Financial Services, Inc.; Jefferson Pilot Financial Insurance Company; Jefferson Pilot Life Insurance Agency of Massachusetts, Inc.; Jefferson Pilot LifeAmerica Insurance Company; Westfield Assigned Benefits Company; TSC Reassurance (Bermuda) Ltd. (referred to individually as "Recipient"

and collectively as "Recipients"). Principal offices of each Provider and each Recipient are as shown on Exhibit A to this Agreement.

1. DESCRIPTION OF SERVICES. Each Provider shall provide the specific services and facilities as set forth in Exhibit B to this Agreement.

2. PERFORMANCE STANDARDS. Each Provider agrees that in performing services or providing facilities, it shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services or facilities would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Provider for its own business. Each Provider shall comply with all laws, regulations, rules and orders applicable to each Recipient with respect to the services provided hereunder. Each Provider agrees to maintain sufficient facilities and trained personnel of the kind necessary to perform the services it has agreed to provide under this Agreement.

3. CAPACITY OF PERSONNEL AND STATUS OF FACILITIES. Whenever a Provider utilizes its personnel to perform services for any Recipient pursuant to this Agreement, such personnel shall at all times remain employees of that Provider, subject solely to its direction and control. The Recipient receiving the services shall have no liability to such employees for their welfare, salaries, fringe benefits, legally required employer contributions and tax obligations. No facility of a Provider used in performing services for or subject to use by any Recipient shall be deemed to be transferred, assigned, conveyed or leased by performance or use pursuant to this Agreement.

4. EXERCISE OF JUDGEMENT IN RENDERING SERVICES. In providing services hereunder which require the exercise of judgment by a Provider, the Provider shall perform any such service in accordance with reasonable standards and guidelines each Recipient develops and communicates to the Provider. In performing any services hereunder, Providers shall at all times act in a manner reasonably calculated to be in or not opposed to the best interests of each Recipient.

5. CONTROL. The performance of services by each Provider for any Recipient pursuant to this Agreement shall in no way impair the absolute control of the business and operations of the Provider or the Recipient by their respective Boards of Directors or Managing Committees. Each Provider shall act hereunder so as to assure the separate operating identity of each Recipient.

6. CHARGES. Monthly charges shall be made to reimburse Providers for facilities and services furnished to Recipients pursuant to this Agreement. These charges shall include, but not be limited to an appropriate portion of salaries, employee benefits, occupancy costs, general overhead expenses, supplies and equipment incurred by Recipients. Costs assigned to such services shall be determined in accordance with customary insurance accounting practices consistently applied. Recipients will reimburse Provider for such costs incurred as well as for any external costs incurred for the benefit of Recipient and paid by Provider.

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7. PAYMENTS. Payments will be due to Providers within 30 days of Recipient's receipt of the statement of charges. Recipients may request a written statement from the Provider, listing in reasonable detail the nature of the services rendered or expenses incurred and other relevant information to support the charge.
8. RIGHT TO CONTRACT WITH THIRD PARTIES. Nothing in this Agreement shall be deemed to grant the Providers with an exclusive right to provide services to the Recipients. Recipients retain the right to contract with any third party, affiliated or unaffiliated for the performance of services or for the use of facilities as are available to the Recipients pursuant to this Agreement. If a Recipient decides to discontinue using one or more services from a Provider, Recipient shall give that Provider sixty (60) days advance written notice of such intent.
9. MAINTENANCE OF BOOKS. Providers and Recipients shall maintain their own books, accounts and records in such a way as to disclose clearly and accurately the nature and detail of the transactions between them, including such accounting information as is necessary to support the reasonableness of charges under this Agreement, and such additional information as each Recipient may reasonably request for purposes of its internal bookkeeping and accounting operations. Providers shall keep such books, records and accounts insofar as they pertain to the computation of charges hereunder available for audit, inspection and copying by each Recipient and persons authorized by it or any governmental agency having jurisdiction over such Recipient during all reasonable business hours.
10. AUDITS. Each Recipient, and persons authorized by it or any governmental agency having jurisdiction over such Recipient, shall have the right, at such Recipient's expense, to conduct an audit of the relevant books, records and accounts of a Provider relating to services provided hereunder upon giving reasonable notice of its intent to conduct such an audit. In the event of such audit, the Provider shall give to the party requesting the audit reasonable cooperation and access to all books, records and accounts necessary to audit during normal business hours.
11. STANDARD OF CARE. The Providers shall use that degree of ordinary care and reasonable diligence in the performance of services hereunder that an experienced and qualified provider of similar services under a similar services agreement would use acting in like circumstances and familiar with such matters and in accordance with such additional standards as reasonably may be adopted by each Recipient from time to time and communicated to the Provider, including industry standards and applicable laws. Furthermore, the parties agree to maintain backup systems and contingency plans to assure that work stoppages, fires, riots, equipment, utility or transmission failures, shortage or damage, acts of God or other similar occurrences do not jeopardize the integrity of the data maintained on behalf of the Recipients. Each Provider warrants it will maintain such systems in conformity with prudent business standards.
12. INDEPENDENT CONTRACTOR. Providers and Recipients acknowledge and agree that the Providers are independent, third-party contractors providing personnel to perform

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services for the Recipients pursuant to the Agreement. Nothing in this Agreement shall be deemed or construed to create a partnership or joint venture among the parties.

13. CONFIDENTIALITY. Providers agree to treat Recipients' business data as confidential and will not use or disclose such data to any third party without Recipients' prior written consent except as required by law.

14. INDEMNIFICATION. Each Recipient will indemnify and hold each Provider harmless from and against all claims and damages, including reasonable attorney's fees, arising from any of the following: a non-performance by the Recipient of any provision of this Agreement; a liability imposed by any municipal, state or federal governmental body relating to a violation of law or regulation based upon the Recipient's use of the services, or a claim against a Provider by any third party or by the Recipient's employees or agents relating to the services provided by the Provider, provided that in the case of such a claim, the Provider previously has given the Recipient notice in a timely manner, promptly notifies the Recipient of the claim and that the Recipient may assume sole control over the defense or settlement of such claim except to the extent that the interests of the Provider in such proceeding may be adverse to those of the Recipient. Each Provider will indemnify and hold each Recipient harmless from and against all claims and damages, including reasonable attorney's fees, resulting from the gross negligence or illegal acts of that specific Provider or any of its employees or agents, which arise out of that Provider's performance under this Agreement. This section of the Agreement shall survive the termination of this Agreement.

15. TERM AND TERMINATION. This Agreement shall remain in full force and effect between each Provider and each Recipient until terminated by either a Provider or a Recipient, upon giving thirty (30) days or more advance written notice. In the event that a life insurance company's participation in this Agreement is terminated, notice of such termination shall be provided to that insurance company's domiciliary state insurance department within 45 days of the termination. A substitution of a Provider as contemplated by Section 18 shall not be treated as an amendment to this Agreement, nor shall the addition of a Recipient as provided for in Section 19.

16. AMENDMENTS. This Agreement may be amended by a written amendment signed by all parties and approved by each Insurance Department having jurisdiction over this Agreement.

17. ARBITRATION. Any controversy arising from or relating to this Agreement, or the breach, termination or validity thereof, shall be settled by arbitration in Indiana in accordance with the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes then in effect. A sole arbitrator shall conduct the arbitration, and judgment upon the arbitrator's award may be entered by any court of competent jurisdiction.

18. ASSIGNMENT. This Agreement and any rights pursuant hereto shall not be assignable by any party, except as set forth herein or by operation of law. Except as and to the extent specifically provided in this Agreement, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto, or their respective legal

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successors, any rights, remedies, obligations or liabilities, or to relieve any person other than the parties hereto, or their respective legal successors, from any obligations or liabilities that would otherwise be applicable. The representations, warranties, covenants and agreements contained in this Agreement shall be binding upon, extend to and inure to the benefit of the parties hereto, their, and each of their, successors and assigns respectively.

Notwithstanding anything in this Section 18 to the contrary, any Provider shall have the unilateral right to assign any of its obligations to provide services as described in Exhibit B to another party provided such party agrees to be bound by all of the terms and conditions of this Agreement. Such party shall then be listed as a Provider, and Exhibit B will be updated, as needed. In the case of any life insurance company, any assignment to an independent third party which has the effect of transferring a substantial part of any major function of that insurer such as adjustment of losses, production of business, investment of assets, or general servicing of the life insurer's business must be pre-approved by that life insurer's domiciliary state insurance department, to the extent that such pre-approval is required pursuant to state law.

19. **ADDITION OF RECIPIENT.** This Master Service Agreement is intended to be available to Lincoln National Corporation and all of its affiliates. Any affiliate of Lincoln National Corporation may become a Recipient to this Agreement at any time simply by agreeing to be bound by the terms and conditions of this Agreement.

20. **ENTIRE AGREEMENT.** This Agreement, together with such amendments as may from time to time be executed in writing by the parties, constitutes the entire agreement and understanding between the parties in respect of the transactions contemplated hereby. No other agreement, statement or promise not contained in this Agreement shall be valid or binding in respect to the transactions contemplated hereby.

21. **CONTACT PERSON.** Each Provider and each Recipient shall appoint one or more individuals who shall serve as contact person(s) for the purpose of carrying out this Agreement. Such contact person(s) shall be authorized to act on behalf of their respective parties as to the matters pertaining to this Agreement. Each party shall notify the others, in writing, as to the name, address and telephone number of any replacement for any such designated contact person.

22. **NOTICE.** All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand or electronic mail to an officer of another party, or when deposited with the U.S. Postal Service, as first class certified or registered mail, postage prepaid, overnight courier service, telex, telecopy, or facsimile addressed to the company at the address of the principal office shown on Exhibit A or to such other persons or places as each party may from time to time designate by written notice sent as aforesaid.

23. **COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

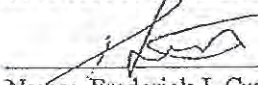
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24. GOVERNING LAW. This Agreement is made pursuant to and shall be governed by, interpreted under, and the rights of the parties determined in accordance with the internal laws of the State of Indiana applicable to contracts made and to be performed in that State without regard to principles of conflict of laws.

25. COMPLIANCE WITH LAWS. Notwithstanding anything in this Agreement to the contrary, any services that are subject to specific laws or regulations in the state of domicile of any life insurance company that is a party to this Agreement shall be provided to that life insurance company in conformity with the applicable laws or regulations. Likewise, notwithstanding anything in this Agreement to the contrary, any services that are subject to specific laws or regulations by any other governmental regulatory body, including but not limited to securities laws or regulations, shall be provided consistent with the terms of such laws or regulations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so, as of the date and year first above written.

LINCOLN NATIONAL CORPORATION

By:   
Name: Frederick J. Crawford  
Title: Senior Vice President and Chief Financial Officer

THE ADMINISTRATIVE MANAGEMENT GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LFA, LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LFA OF DELAWARE, LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LINCOLN FINANCIAL ADVISORS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

386692-7

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LINCOLN NATIONAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

THE ADMINISTRATIVE MANAGEMENT GROUP, INC.

By: Kelly D. Clevenger  
Name: Kelly D. Clevenger  
Title: Vice President

LFA, LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name:  
Title:

LFA OF DELAWARE, LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN FINANCIAL ADVISORS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

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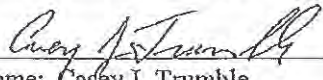
LINCOLN NATIONAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

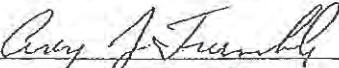
THE ADMINISTRATIVE MANAGEMENT GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

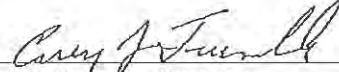
LFA, LIMITED LIABILITY COMPANY

By:   
Name: Casey J. Trumble  
Title: Senior Vice President

LFA OF DELAWARE, LIMITED LIABILITY COMPANY

By:   
Name: Casey J. Trumble  
Title: Senior Vice President

LINCOLN FINANCIAL ADVISORS CORPORATION

By:   
Name: Casey J. Trumble  
Title: Senior Vice President

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LINCOLN FINANCIAL HOLDINGS, LLC

By: \_\_\_\_\_

Name: Frederick J. Crawford  
Title: President

LINCOLN LIFE IMPROVED HOUSING, INC.

By: \_\_\_\_\_

Name:  
Title:

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: \_\_\_\_\_

Name:  
Title:

LINCOLN NATIONAL REALTY CORPORATION

By: \_\_\_\_\_

Name:  
Title:

LINCOLN NATIONAL REINSURANCE COMPANY (BARBADOS) LIMITED

By: \_\_\_\_\_

Name: Frederick J. Crawford  
Title: Chief Executive Officer

LINCOLN REALTY CAPITAL CORPORATION

By: \_\_\_\_\_

Name:  
Title:

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LINCOLN FINANCIAL HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN LIFE IMPROVED HOUSING, INC.

By: \_\_\_\_\_  
Name: Duane L. Bernt  
Title: Vice President and Treasurer

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN NATIONAL REALTY CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN NATIONAL REINSURANCE COMPANY (BARBADOS) LIMITED

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN REALTY CAPITAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

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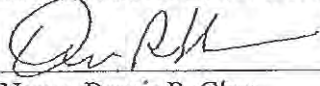
LINCOLN FINANCIAL HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN LIFE IMPROVED HOUSING, INC.

By: \_\_\_\_\_  
Name:  
Title:

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By:  \_\_\_\_\_  
Name: Dennis R. Glass  
Title: President

LINCOLN NATIONAL REALTY CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN NATIONAL REINSURANCE COMPANY (BARBADOS) LIMITED

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN REALTY CAPITAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

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Name:  
Title:

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By: \_\_\_\_\_  
Name:  
Title:

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

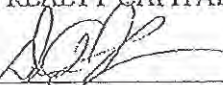
LINCOLN NATIONAL REALTY CORPORATION

By:  \_\_\_\_\_  
Name: Dennis A. Blume  
Title: President

LINCOLN NATIONAL REINSURANCE COMPANY (BARBADOS) LIMITED

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN REALTY CAPITAL CORPORATION

By:  \_\_\_\_\_  
Name: Dennis A. Blume  
Title: President

386692-7

LINCOLN RETIREMENT SERVICES COMPANY, LLC

By: Kelly D. Clevenger  
Name: Kelly D. Clevenger  
Title: Executive Vice President

LINCOLN INVESTMENT SOLUTIONS, INC. (formerly Wakefield Tower Alpha Limited)

By: \_\_\_\_\_  
Name:  
Title:

FIRST PENN-PACIFIC LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN NATIONAL MANAGEMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN NATIONAL (UK) PLC

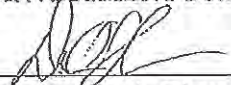
By: \_\_\_\_\_  
Name:  
Title:

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LINCOLN RETIREMENT SERVICES COMPANY, LLC

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN INVESTMENT SOLUTIONS, INC. (formerly Wakefield Tower Alpha Limited)

By:  \_\_\_\_\_  
Name: Dennis A. Blume  
Title: President

FIRST PENN-PACIFIC LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN NATIONAL MANAGEMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN NATIONAL (UK) PLC

By: \_\_\_\_\_  
Name:  
Title:

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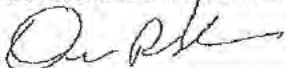
LINCOLN RETIREMENT SERVICES COMPANY, LLC

By: \_\_\_\_\_  
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Title:

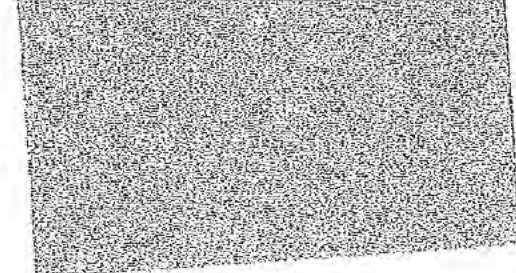
FIRST PENN-PACIFIC LIFE INSURANCE COMPANY

By:   
Name: Dennis R. Glass  
Title: President

LINCOLN NATIONAL MANAGEMENT CORPORATION

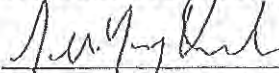
By:   
Name: Dennis R. Glass  
Title: President and Chief Operating Officer

LINCOLN NATIONAL (UK) PLC

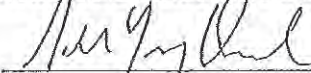
By: \_\_\_\_\_  
Name:   
Title: 

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DELAWARE MANAGEMENT HOLDINGS, INC.

By:   
Name: See Yeng Quak  
Title: Executive Vice President

DELAWARE MANAGEMENT BUSINESS TRUST

By:   
Name: See Yeng Quak  
Title: Executive Vice President

DELAWARE SERVICE COMPANY, INC.

By: \_\_\_\_\_  
Name:  
Title:

DELAWARE MANAGEMENT COMPANY, INC.

By: \_\_\_\_\_  
Name:  
Title:

LFA MANAGEMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN NATIONAL INVESTMENT COMPANIES, INC.

By:   
Name: See Yeng Quak  
Title: Executive Vice President

386692-7

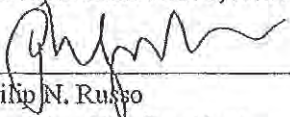
DELAWARE MANAGEMENT HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

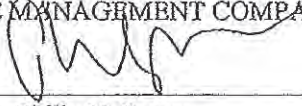
DELAWARE MANAGEMENT BUSINESS TRUST

By: \_\_\_\_\_  
Name:  
Title:

DELAWARE SERVICE COMPANY, INC.

By:  \_\_\_\_\_  
Name: Philip N. Russo  
Title: Executive Vice President

DELAWARE MANAGEMENT COMPANY, INC.

By:  \_\_\_\_\_  
Name: Philip N. Russo  
Title: Executive Vice President

LFA MANAGEMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN NATIONAL INVESTMENT COMPANIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

386692-7

DELAWARE MANAGEMENT HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

DELAWARE MANAGEMENT BUSINESS TRUST

By: \_\_\_\_\_  
Name:  
Title:

DELAWARE SERVICE COMPANY, INC.

By: \_\_\_\_\_  
Name:  
Title:

DELAWARE MANAGEMENT COMPANY, INC.

By: \_\_\_\_\_  
Name:  
Title:

LFA MANAGEMENT CORPORATION

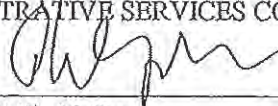
By: Casey J. Trumble  
Name: Casey J. Trumble  
Title: Senior Vice President

LINCOLN NATIONAL INVESTMENT COMPANIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

386692-7

LNC ADMINISTRATIVE SERVICES CORPORATION

By: 

Name: Philip N. Russo

Title: President

LINCOLN FINANCIAL DISTRIBUTORS, INC.

By: \_\_\_\_\_

Name:

Title:

LFD INSURANCE AGENCY, LIMITED LIABILITY COMPANY

By: \_\_\_\_\_

Name:

Title:

LINCOLN NATIONAL INSURANCE ASSOCIATES, INC.

By: \_\_\_\_\_

Name:

Title:

LINCOLN FINANCIAL SERVICES AND INSURANCE  
BROKERAGE OF NEW ENGLAND, INC.

By: \_\_\_\_\_

Name:

Title:

386692-7

LNC ADMINISTRATIVE SERVICES CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

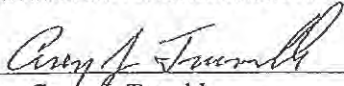
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By: \_\_\_\_\_  
Name:  
Title:

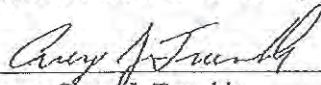
LFD INSURANCE AGENCY, LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN NATIONAL INSURANCE ASSOCIATES, INC.

By:   
Name: Casey J. Trumble  
Title: Senior Vice President

LINCOLN FINANCIAL SERVICES AND INSURANCE  
BROKERAGE OF NEW ENGLAND, INC.

By:   
Name: Casey J. Trumble  
Title: Senior Vice President

386692-7

LNC ADMINISTRATIVE SERVICES CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN FINANCIAL DISTRIBUTORS, INC.

By:   
Name: Duane L. Bernt  
Title: Vice President and Treasurer

LFD INSURANCE AGENCY, LIMITED LIABILITY COMPANY

By:   
Name: Duane L. Bernt  
Title: Vice President and Treasurer

LINCOLN NATIONAL INSURANCE ASSOCIATES, INC.

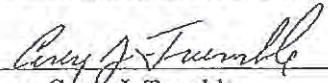
By: \_\_\_\_\_  
Name:  
Title:

LINCOLN FINANCIAL SERVICES AND INSURANCE  
BROKERAGE OF NEW ENGLAND, INC.

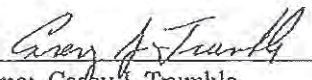
By: \_\_\_\_\_  
Name:  
Title:

386692-7

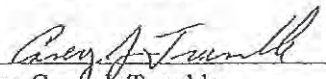
LINCOLN FINANCIAL GROUP, INC.

By:   
Name: Casey J. Trumble  
Title: Senior Vice President

CALIFORNIA FRINGE BENEFIT AND  
INSURANCE MARKETING CORPORATION

By:   
Name: Casey J. Trumble  
Title: Senior Vice President

LINCOLN FINANCIAL AND INSURANCE  
SERVICES CORPORATION

By:   
Name: Casey J. Trumble  
Title: Senior Vice President

HARCO CAPITAL CORP.

By: \_\_\_\_\_  
Name:  
Title:

HAMPSHIRE FUNDING, INC.

By: \_\_\_\_\_  
Name:  
Title:

386692-7

LINCOLN FINANCIAL GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

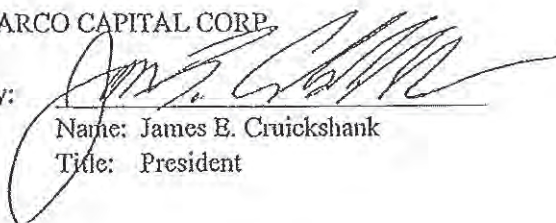
CALIFORNIA FRINGE BENEFIT AND  
INSURANCE MARKETING CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LINCOLN FINANCIAL AND INSURANCE  
SERVICES CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

HARCO CAPITAL CORP.

By:   
Name: James B. Cruickshank  
Title: President

HAMPSHIRE FUNDING, INC.

By: \_\_\_\_\_  
Name:  
Title:

386692-7

LINCOLN FINANCIAL GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

CALIFORNIA FRINGE BENEFIT AND  
INSURANCE MARKETING CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

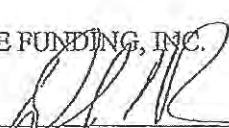
LINCOLN FINANCIAL AND INSURANCE  
SERVICES CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

HARCO CAPITAL CORP.

By: \_\_\_\_\_  
Name:  
Title:

HAMPSHIRE FUNDING, INC.

By:  \_\_\_\_\_  
Name: *David Beatty*  
Title: *PRESIDENT*

386692-7

JEFFERSON-PILOT CAPITAL TRUST A

By: \_\_\_\_\_

Name:

Title:

JEFFERSON-PILOT CAPITAL TRUST B

By: \_\_\_\_\_

Name:

Title:

LINCOLN FINANCIAL MEDIA COMPANY

By: \_\_\_\_\_

Name: Leon E. Porter

Title: Senior Vice President, General Counsel  
& Secretary

LINCOLN FINANCIAL MEDIA COMPANY OF CALIFORNIA

By: \_\_\_\_\_

Name: Leon E. Porter

Title: Senior Vice President & Secretary

LINCOLN FINANCIAL MEDIA COMPANY OF COLORADO

By: \_\_\_\_\_

Name: Leon E. Porter

Title: Senior Vice President & Secretary

LINCOLN FINANCIAL MEDIA COMPANY OF FLORIDA

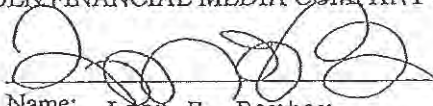
By: \_\_\_\_\_

Name: Leon E. Porter

Title: Senior Vice President & Secretary

386692-7

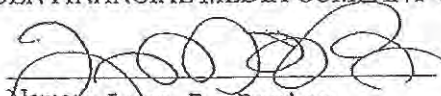
LINCOLN FINANCIAL MEDIA COMPANY OF GEORGIA

By: 

Name: Leon E. Porter

Title: Senior Vice President & Secretary

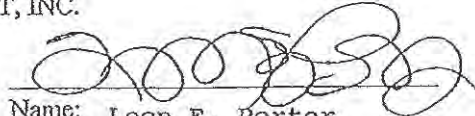
LINCOLN FINANCIAL MEDIA COMPANY OF NORTH CAROLINA

By: 

Name: Leon E. Porter

Title: Senior Vice President & Secretary

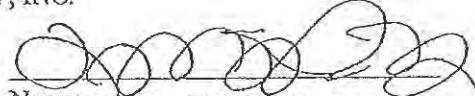
WWBT, INC.

By: 

Name: Leon E. Porter

Title: Senior Vice President & Secretary

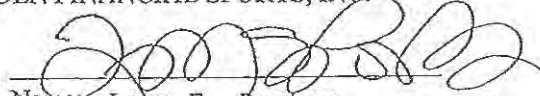
WBTB, INC.

By: 

Name: Leon E. Porter

Title: Senior Vice President & Secretary

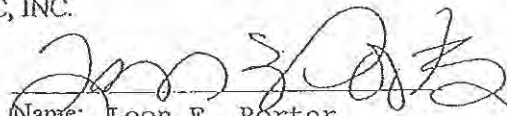
LINCOLN FINANCIAL SPORTS, INC.

By: 

Name: Leon E. Porter

Title: Senior Vice President & Secretary

WCSC, INC.

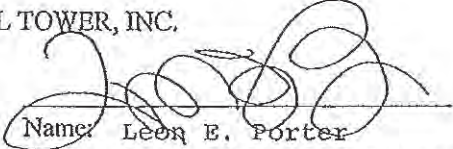
By: 

Name: Leon E. Porter

Title: Senior Vice President & Secretary

386692-7

TALL TOWER, INC.

By: 

Name: Leon E. Porter

Title: Senior Vice President & Secretary

JEFFERSON PILOT INVESTMENT ADVISORY  
CORPORATION

By: \_\_\_\_\_

Name:

Title:

JEFFERSON-PILOT INVESTMENTS, INC.

By: \_\_\_\_\_

Name:

Title:

HAMPSHIRE SYNDICATIONS, INC.

By: \_\_\_\_\_

Name:

Title:

JEFFERSON PILOT VARIABLE CORPORATION

By: \_\_\_\_\_

Name:

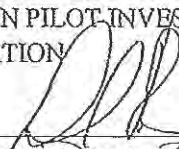
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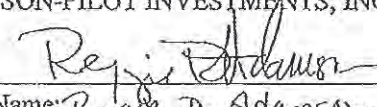
TALL TOWER, INC.

By: \_\_\_\_\_  
Name:  
Title:

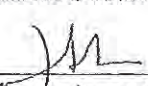
JEFFERSON PILOT INVESTMENT ADVISORY CORPORATION

By:  \_\_\_\_\_  
Name: DAVID BOOTH  
Title: PRESIDENT

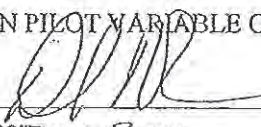
JEFFERSON-PILOT INVESTMENTS, INC.

By:  \_\_\_\_\_  
Name: Reggie D. Adamson  
Title: Senior Vice President

HAMPSHIRE SYNDICATIONS, INC.

By:  \_\_\_\_\_  
Name: JOHN WESTON  
Title: V.P.

JEFFERSON PILOT VARIABLE CORPORATION

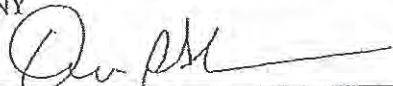
By:  \_\_\_\_\_  
Name: David Booth  
Title: PRESIDENT

386692-7

JEFFERSON-PILOT LIFE INSURANCE COMPANY

By:   
Name: Dennis R. Glass  
Title: President and Chief Executive Officer

JEFFERSON STANDARD LIFE INSURANCE  
COMPANY

By:   
Name: Dennis R. Glass  
Title: President and Chief Executive Officer

JEFFERSON PILOT SECURITIES CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

ALLIED PROFESSIONAL ADVISORS, INC.

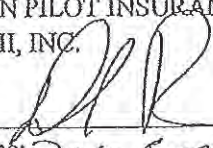
By: \_\_\_\_\_  
Name:  
Title:

JEFFERSON PILOT INSURANCE AGENCY  
OF ALABAMA, INC.

By: \_\_\_\_\_  
Name:  
Title:

386692-7

JEFFERSON PILOT INSURANCE AGENCY  
OF HAWAII, INC.

By:   
Name: David Booth  
Title:

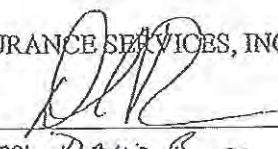
JEFFERSON PILOT INSURANCE AGENCY  
OF TEXAS, INC.

By: \_\_\_\_\_  
Name:  
Title:

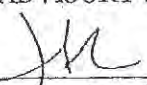
JEFFERSON-PILOT INVESTOR SERVICES  
OF NEVADA, INC.

By:   
Name: John A. Webster  
Title: Treasurer

JPSC INSURANCE SERVICES, INC.

By:   
Name: David Booth  
Title:

POLARIS ADVISORY SERVICES, INC.

By:   
Name: John A. Webster  
Title: Treasurer

386692-7

JEFFERSON-PILOT LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

JEFFERSON STANDARD LIFE INSURANCE  
COMPANY

By: \_\_\_\_\_  
Name:  
Title:

JEFFERSON PILOT SECURITIES CORPORATION

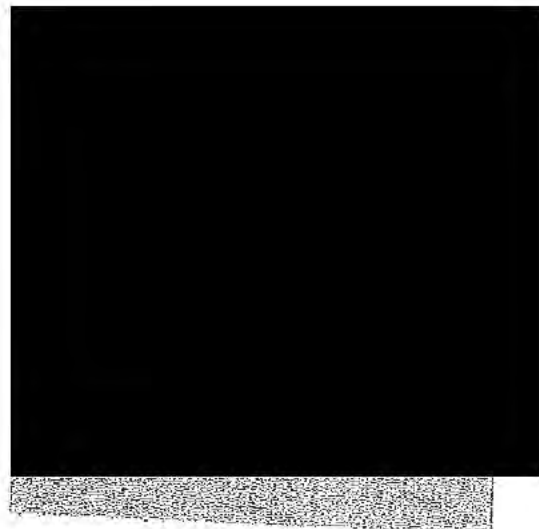
By: *DR*  
Name: *DAVID BOOTH*  
Title: *PRESIDENT*

ALLIED PROFESSIONAL ADVISORS, INC.

By: *DR*  
Name: *DAVID BOOTH*  
Title: *PARTNER*

JEFFERSON PILOT INSURANCE AGENCY  
OF ALABAMA, INC.

By: *JW*  
Name: *JONIN WESTON*  
Title: *TREASURER*



386692-7

POLARIS FINANCIAL SERVICES, INC.

By: 

Name: Jonathan A. Weston

Title: Treasurer

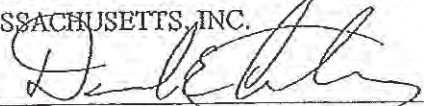
JEFFERSON PILOT FINANCIAL INSURANCE  
COMPANY

By: \_\_\_\_\_

Name:

Title:

JEFFERSON PILOT LIFE INSURANCE AGENCY  
OF MASSACHUSETTS, INC.

By: 

Name: David E. Armstrong

Title: Vice President

JEFFERSON PILOT LIFEAMERICA  
INSURANCE COMPANY

By: \_\_\_\_\_

Name:

Title:

WESTFIELD ASSIGNED BENEFITS COMPANY

By: \_\_\_\_\_

Name:

Title:

386692-7

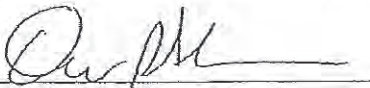
POLARIS FINANCIAL SERVICES, INC.

By: \_\_\_\_\_

Name:

Title:

JEFFERSON PILOT FINANCIAL INSURANCE  
COMPANY

By: 

Name: Dennis R. Glass

Title: President and Chief Executive Officer

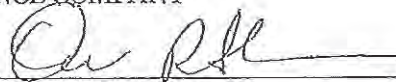
JEFFERSON PILOT LIFE INSURANCE AGENCY  
OF MASSACHUSETTS, INC.

By: \_\_\_\_\_

Name:

Title:

JEFFERSON PILOT LIFEAMERICA  
INSURANCE COMPANY

By: 

Name: Dennis R. Glass

Title: President and Chief Executive Officer

WESTFIELD ASSIGNED BENEFITS COMPANY

By: 

Name: Dennis R. Glass

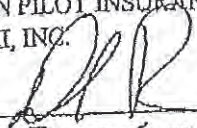
Title:

386692-7

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NO. 905 002

JEFFERSON PILOT INSURANCE AGENCY  
OF HAWAII, INC.

By: 

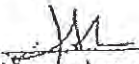
Name: David Smith  
Title:

JEFFERSON PILOT INSURANCE AGENCY  
OF TEXAS, INC.

By: 

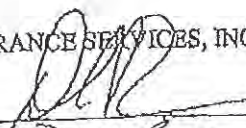
Name:  
Title:

JEFFERSON-PILOT INVESTOR SERVICES  
OF NEVADA, INC.

By: 

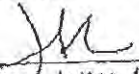
Name: John A. Weston  
Title: Treasurer

JPSC INSURANCE SERVICES, INC.

By: 

Name: David Smith  
Title:

POLARIS ADVISORY SERVICES, INC.

By: 

Name: John A. Weston  
Title: Treasurer

386692-7

TSC REASSURANCE (BERMUDA) LTD.

By: \_\_\_\_\_

Name:

Title:



386692-7

EXHIBIT A

The Administrative Management Group, Inc.  
LFA, Limited Liability Company  
LFA of Delaware, Limited Liability Company  
Lincoln Financial Advisors Corporation (formerly: LNC Equity Sales Corporation)  
Lincoln Financial Holdings, LLC  
Lincoln Life Improved Housing, Inc.  
The Lincoln National Life Insurance Company  
Lincoln National Realty Corporation  
Lincoln National Reinsurance Company (Barbados) Limited  
Lincoln Realty Capital Corporation  
Lincoln Retirement Services Company, LLC  
Lincoln Investment Solutions, Inc. (formerly known as Wakefield Tower Alpha Limited)  
1300 S. Clinton St., Fort Wayne, IN 46802

First Penn-Pacific Life Insurance Company  
Home Office: 1300 South Clinton Street, Fort Wayne, IN 46802  
Executive Office: 10 N. Martingale Road, Schaumburg, IL 60173

Lincoln National Corporation  
Lincoln National Management Corporation  
Centre Square, West Tower  
1500 Market Street, Suite 3900  
Philadelphia, PA 19102-2112

Lincoln National (UK) PLC  
Barnett Way, Barnwood  
Gloucester GL4 3RZ, United Kingdom

Delaware Management Holdings, Inc.  
Delaware Management Business Trust  
Delaware Service Company, Inc.  
Delaware Management Company, Inc.  
LFA Management Corporation  
Lincoln National Investment Companies, Inc.  
LNC Administrative Services Corporation  
One Commerce Square, 2005 Market Street  
Philadelphia, PA 19103-3682

Lincoln Financial Distributors, Inc. (formerly Sagemark Consulting, Inc.)  
2 Commerce Square, 2001 Market Street, 4<sup>th</sup> Floor  
Philadelphia, PA 19103-3682

386692-7

LFD Insurance Agency, Limited Liability Company  
Lincoln National Insurance Associates, Inc.  
350 Church Street, Hartford, CT 06103

Lincoln Financial Services and Insurance Brokerage of New England, Inc.  
Home Office: 1300 South Clinton Street, Fort Wayne, IN 46802  
Executive Office: 125 Summer Street, Suite 1400,  
Boston, MA 02110

Lincoln Financial Group, Inc.  
Home Office: 1300 South Clinton Street, Fort Wayne, IN 46802  
Executive Office: 201 Office Park Dr., Ste. 300, Birmingham, AL 35223

California Fringe Benefit and Insurance Marketing Corporation  
Lincoln Financial and Insurance Services Corporation  
Home Office: 1300 South Clinton Street, Fort Wayne, IN 46802  
Executive Office: 3000 Executive Parkway, Suite 400,  
San Ramon, CA 94583

Jefferson-Pilot Capital Trust A  
Jefferson-Pilot Capital Trust B  
Lincoln Financial Media Company  
Lincoln Financial Media Company of California  
Jefferson-Pilot Investments, Inc.  
Jefferson-Pilot Life Insurance Company  
Jefferson Standard Life Insurance Company  
100 North Greene Street  
Greensboro, NC 27401

HARCO Capital Corp.  
1201 North Market Street  
P. O. Box 1347  
Wilmington, DE

Hampshire Funding, Inc.  
Hampshire Syndications, Inc.  
JPSC Insurance Services, Inc.  
Jefferson Pilot Financial Insurance Company  
Jefferson Pilot LifeAmerica Insurance Company  
Jefferson Pilot Investment Advisory Corporation  
Jefferson Pilot Securities Corporation  
Allied Professional Advisors, Inc.  
Jefferson Pilot Insurance Agency of Alabama, Inc.  
Jefferson Pilot Insurance Agency of Hawaii, Inc.  
Polaris Advisory Services, Inc.

386692-7

Polaris Financial Services, Inc.  
Jefferson Pilot Variable Corporation  
One Granite Place  
Concord, NH 03301-0515

Lincoln Financial Media Company of Colorado  
1095 South Monaco Parkway  
Denver, CO 80224

Lincoln Financial Media Company of Florida  
20450 Northwest Second Avenue  
Miami, FL 33169

Lincoln Financial Media Company of Georgia  
Penthouse, 1 Capital City Plaza  
3350 Peachtree Road, NE  
Atlanta, GA 30326

Lincoln Financial Media Company of North Carolina  
WBTV, Inc.  
Lincoln Financial Sports, Inc.  
One Julian Price Place  
Charlotte, NC 28208

WWBT, Inc.  
5710 Midlothian Turnpike  
Richmond, VA 23225

Jefferson-Pilot Insurance Agency of Texas, Inc.  
2 Bent Tree Tower 16479 Dallas Parkway  
Suite 600  
Dallas, TX 75248

Jefferson-Pilot Investor Services of Nevada, Inc.  
628 South 10<sup>th</sup> Street  
Las Vegas, NV 89101

Jefferson Pilot Life Insurance Agency of Massachusetts, Inc.  
15 Railroad Street  
Andover, MA 01810

386692-7

TSC Reassurance (Bermuda) Ltd.  
22 Victoria Street  
P. O. Box HM 1179  
Hamilton HM EX Bermuda

WCSC, Inc.  
Tall Tower, Inc.  
485 East Bay Street  
Charleston, SC 29402

Westfield Assigned Benefits Company  
100 North Greene Street  
Greensboro, NC 27401

386692-7

## EXHIBIT B

|                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Lincoln National Life Insurance Company (400)                                                                                                                                                                                                                                                        | Advertising, Communications & Public Relations<br>Legal, Compliance & Regulatory Services<br>Human Resource Management & Services<br>Actuarial & Risk Management<br>Mail, Printing, distribution & Procurement<br>Information Technology<br>Customer Administrative Services<br>Accounting, treasury, Financial Services & Internal Controls<br>Aviation & Facilities Management<br>Reinsurance Sales, Marketing & Relationship Management<br>Service<br>Other Services   |
| Lincoln National Corporation (001)<br>Lincoln National Management Corporation (002)                                                                                                                                                                                                                      | Advertising, Communications & Public Relations<br>Legal, Compliance & Regulatory Services<br>Human Resource Management & Services<br>Actuarial & Risk Management<br>Accounting & Financial Services<br>Other Services                                                                                                                                                                                                                                                     |
| Delaware Investment Advisor Series of DMBT (DIA)<br>Delaware Management Holdings, Inc. (DELM)<br>Delaware Service Company (DSC)<br>Delaware Management Company (DMC)<br>Delaware Lincoln Cash Management Series of DMBT (DMC)                                                                            | Credit Research<br>Investment Services<br>Investment Accounting Services<br>IT Services<br>Facilities Management<br>Risk Management Oversight<br>Other Services                                                                                                                                                                                                                                                                                                           |
| Lincoln National Corporation Administrative Services Corp (LNCASC)                                                                                                                                                                                                                                       | Accounting & Financial Services<br>Customer Administrative Services<br>Other Services                                                                                                                                                                                                                                                                                                                                                                                     |
| Jefferson Pilot Life Insurance Company (JPL)<br>Jefferson Pilot Financial Insurance Company (JPFI)<br>Jefferson Pilot LifeAmerica (JPLA)                                                                                                                                                                 | Advertising, Communications & Public Relations<br>Legal, Compliance & Regulatory Services<br>Human Resources Management & Services<br>Actuarial & Risk Management<br>Mail, Printing, Distribution & Procurement<br>Information Technology<br>Customer Administrative Services<br>Accounting, treasury, Financial Services & Internal Controls<br>Aviation & Facilities Management<br>Reinsurance<br>Sales, Marketing & Relationship Management Services<br>Other Services |
| LFA, LLC (015)<br>LFA of Delaware, LLC (016)<br>Lincoln Financial Group, Inc. (017)<br>Lincoln Financial Services and Insurance Brokerage of New England Inc. (018)<br>Lincoln Financial and Insurance Services Corporation (074)<br>California Fringe Benefit and Insurance Marketing Corporation (075) | Sales Marketing & Relationship Management Services<br>Other Services                                                                                                                                                                                                                                                                                                                                                                                                      |
| Lincoln Financial Advisors Corporation (052)<br>LFA Management Corporation (057)                                                                                                                                                                                                                         | Sales Marketing & Relationship Management<br>Services<br>Accounting & Financial Services<br>Other Services                                                                                                                                                                                                                                                                                                                                                                |

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|                                                       |                                                    |
|-------------------------------------------------------|----------------------------------------------------|
| First Penn-Pacific Life Insurance Company (024)       | Customer Administrative Services<br>Other Services |
| The Administrative Management Group, Inc. (AMG) (009) | Plan Administration Services<br>Other Services     |
| Lincoln Financial Distributors, Inc.                  | Broker-Dealer and Related Services                 |

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ADDITION TO MASTER SERVICES AGREEMENT

Effective as of \_\_\_\_\_ ("Effective Date"), the undersigned corporation agrees to participate in the Master Services Agreement dated April 3, 2006, by and among Lincoln National Corporation and numerous of its affiliates. The undersigned agrees that, pursuant to Section 19 of the Agreement, as of the Effective Date, it will be added as a "Recipient" as defined in the Agreement, and it will be bound by all terms and conditions applicable to a Recipient under the Agreement.

For purposes of inclusion in Exhibit A, Recipient's principal office is as follows:

Lincoln Reinsurance Company of Vermont I  
84 Pine Street, Suite 300  
Burlington, VT 05401

IN WITNESS WHEREOF, the undersigned has executed this Addition to the Master Services Agreement effective on the day and year first written above.

LINCOLN REINSURANCE COMPANY OF VERMONT I

By: \_\_\_\_\_

Name:

Title:

# Exhibit 6

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

PAULETTE T. GLOVER and  
JOHN T. WAREHIME,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY and  
THE LINCOLN NATIONAL LIFE  
INSURANCE COMPANY,

Defendants.

No. 3:16-cv-00827-MPS

**[PROPOSED] ORDER SETTING SCHEDULE FOR CONSIDERATION OF  
PLAINTIFFS' MOTION FOR CERTIFICATION OF SETTLEMENT CLASS AND  
APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Motion for Certification of Settlement Class and Approval of Class Action Settlement and their memorandum in support thereof. The Court hereby sets the schedule below for further proceedings for the consideration of Plaintiffs' motion:

| <b>EVENT</b>                                | <b>TIMING</b>                     |
|---------------------------------------------|-----------------------------------|
| Objection deadline for Prior Objectors      | 30 days after entry of this Order |
| Deadline for responses to timely objections | 60 days after entry of this Order |
| Fairness Hearing                            | [As the Court's Schedule Permits] |

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael P. Shea,  
Chief United States District Judge for the  
District of Connecticut

# Exhibit 7

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

PAULETTE T. GLOVER and  
JOHN T. WAREHIME,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY and  
THE LINCOLN NATIONAL LIFE  
INSURANCE COMPANY,

Defendants.

No. 3:16-cv-00827-MPS

**DECLARATION OF JOSEPH M. FEIERABEND IN SUPPORT OF PLAINTIFF'S  
MOTION FOR CERTIFICATION OF SETTLEMENT CLASS AND APPROVAL OF  
CLASS ACTION SETTLEMENT**

I, Joseph M. Feierabend, hereby submit the following Declaration:

1. I am a member in good standing of the bars of the States of Missouri and Kansas and have been admitted pro hac vice in the above-referenced matter. I have personal knowledge of the matters asserted herein and could competently testify to them if called upon to do so.

2. I am a founding partner at the law firm Schirger Feierabend LLC, located at 6811 Shawnee Mission Pkwy., Suite 312, Overland Park, KS 66202.

3. Along with other Schirger Feierabend attorneys, and attorneys at the law firms of Stueve Siegel Hanson LLP and Madsen Prestley & Parenteau, LLC, I am counsel for Plaintiffs Paulette T. Glover and John T. Warehime ("Plaintiffs") in the above-captioned case. We are also counsel for proposed plaintiffs Kathleen A. Murphy and James E. Reid.

4. I submit this Declaration in support of Plaintiff's Motion for Certification of Settlement Class and Approval of Class Action Settlement.

5. Attached as Exhibit 1 to the Memorandum in Support of Plaintiff's Motion for Certification of Settlement Class and Approval of Class Action Settlement is a true and accurate copy of the Amendment to the Settlement Agreement between Plaintiffs and Defendants.

6. Attached as Exhibit 5 to the Memorandum in Support of Plaintiff's Motion for Certification of Settlement Class and Approval of Class Action Settlement is a true and accurate copy of the 2006 Master Services Agreement between, among other parties, Defendant The Lincoln National Life Insurance Company and First Penn-Pacific Life Insurance Company,.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 10, 2026, in Overland Park, Kansas.

/s/ Joseph M. Feierabend  
Joseph M. Feierabend