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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

MICHAEL DON, EXECUTOR OF
THE ESTATE OF RUBEN DON,
LEROY LITTLE, by and through
his Guardian ad Litem TAMARA
PELHAM, and CAROLYN JAN
LITTLE, Individually, and as the
Class Representatives on behalf of
those insureds similarly situated,

Plaintiffs,

v.

UNUM GROUP a Delaware
Corporation; and UNUM LIFE
INSURANCE COMPANY OF
AMERICA, a Maine Corporation,

Defendants.

Case No.: CV 13-4502-DSF (VBK)

**DECLARATION OF BRUCE
HOLMAN REGARDING
SETTLEMENT
ADMINISTRATION**

I, Bruce Holman, declare as follows:

1. I am a Project Manager for Rust Consulting, Inc. ("Rust"). My business address is 625 Marquette Avenue, Suite 880, Minneapolis, Minnesota 55402-2469. My telephone number is (612) 359-2946. I am over twenty-one years of age and am authorized to make this declaration on behalf of Rust and myself. Rust makes this declaration pursuant to paragraph V.B.1 and VII.C of the Stipulation for Settlement filed February 8, 2016. (Dock 188-1, and ¶9 of the Court's March 9, 2016 Order Granting Preliminary Approval.)

1 2. Rust has extensive experience in class action matters, having provided
2 services in class action settlements involving antitrust, securities fraud, property
3 damage, employment discrimination, employment wage and hour, product liability,
4 insurance and consumer issues. We have provided notification and/or claims
5 administration services in more than 4,500 cases.

6 3. Rust was engaged by Counsel for the Plaintiffs to provide notification
7 services in the *Michael Don v. Unum Group* Settlement (the "Settlement") with the
8 court's approval in paragraph 8 of the March 9, 2016 Order granting Preliminary
9 Approval. Duties included: a) preparing, printing and mailing of the *Notice of*
10 *Proposed Class Action Settlement and Fairness Hearing* ("Notice") (attached hereto
11 as Exhibit "C" is a true and correct copy of the Notice); b) tracking requests for
12 exclusion and objections; c) drafting and mailing certain Settlement Award checks
13 to Class Members; and d) for such other tasks as the Plaintiffs and Defendants
14 (collectively the "Parties") mutually agree or the Court orders Rust to perform.

15 4. Rust obtained a mailing address of Don v UNUM Class Action
16 Administrator, c/o Rust Consulting Inc. - 5069, PO Box 2492, Faribault, Minnesota
17 55021-9192 to receive requests for exclusion, objections, Notices returned as
18 undeliverable and other communications regarding the Settlement.

19 5. Rust obtained a phone number of (866) 403-1827 for Class Members to
20 call with questions regarding the Settlement pursuant to Section V.B.1.(e) of the
21 Stipulation for Settlement.

22 6. An email address was included in the Notice for receiving questions
23 about the proposed Settlement. The email address included in the Notice was
24 info@donvunumadministrator.com.

25 7. A website was created and a web address was included in the Notice
26 for viewing, downloading and/or printing the Notice, Settlement Agreement and
27 Motion for Attorneys' Fees and obtaining information about the proposed
28 Settlement. The web address included in the Notice was

{00042286.DOC}

1 www.donvunumadministrator.com pursuant to Section V.B.1.(g) of the Stipulation
2 for Settlement.

3 8. On or about March 23, 2016, Rust received text for the Notice from
4 Plaintiffs' Counsel. A draft of the formatted Notice was prepared by Rust and
5 approved by the Parties.

6 9. On or about March 18, 2016, Counsel for the Defendants provided Rust
7 with a mailing list containing the Class Member's names and last known addresses.
8 The Class List contained data for 131,216 potential Class Members, pursuant to
9 Section V.B.1.(a) of the Stipulation for Settlement.

10 10. The mailing addresses contained in the Class List were processed and
11 updated utilizing the National Change of Address Database ("NCOA") maintained
12 by the U.S. Postal Service. The NCOA contains requested changes of address filed
13 with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal
14 Service change of address request, the address listed with the NCOA would be
15 utilized in connection with the mailing of the Notice.

16 11. On April 8, 2016, Notices were mailed to 131,216 Class Members
17 contained in the Class List via First Class mail pursuant to Section V.B.1.(b) and
18 VI.A of the Stipulation for Settlement. The Notice advised Class Members that they
19 could submit a request for exclusion postmarked by May 8, 2016.

20 12. As of this date, Rust performed 2,084 address traces on Notices
21 returned as undeliverable. The address trace utilizes the Class Member's name,
22 previous address and Social Security number for locating a more current address.
23 Of the 2,084 traces performed, 1,141 more current addresses were obtained and
24 Notices were promptly re-mailed to those Class Members via First Class mail
25 pursuant to Sections V.B.1.(f) and VI.C of the Stipulation for Settlement. Of the
26 1,141 Notices mailed to a more current address identified from trace, three (3)
27 Notices were returned as undeliverable a second time. As of this date, 946 Notices
28 remain undeliverable and 642 were returned after the deadline and were not traced.

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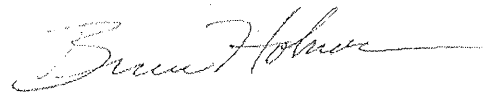
1 13. As of this date, 39 Notices were returned by the Post Office with
2 forwarding addresses attached. Rust promptly re-mailed Notices to those Class
3 Members via First Class mail pursuant to Sections V.B.1.(f) and VI.C of the
4 Stipulation for Settlement.

5 14. As of this date, Rust received 159 requests for exclusion. Attached
6 hereto as Exhibit "A" are the names of the Class Members who have timely
7 requested exclusion.

8 15. As of this date, Rust received one (1) objection from Ross Schriftman.
9 Attached hereto as Exhibit "B" is the one (1) objection. This objector did not
10 provide any intent to appear himself or through counsel at the final fairness hearing
11 as required by the Notice and Section VIII.B of the Stipulation for Settlement.

12 16. The court preliminary approved \$100,000 for Settlement administration
13 costs based on the information available at that time. Class counsel has agreed to
14 reduce their attorney fee request by \$25,000 to request that Rust be paid \$125,000
15 instead of the sum of \$100,000, for the extra services Rust has provided beyond its
16 original bid.

17 17. I declare under penalty of perjury under the laws of the State of
18 California and the United States that the above is true and correct to the best of my
19 knowledge and that this Declaration was executed this 26th day of May 2016, at
20 Minneapolis, MN.

21
22 

23 _____
24 BRUCE HOLMAN

EXHIBIT A

SEQ	RustID	FirstName	LastName	SEQ	RustID	FirstName	LastName
1	00379847	ROBERT EDWARD	GRACE	94	00201100	MARK	HOBBS
2	00379854	JENNIF	GRACE	95	00895378	JANET I	ARONSON
3	00813013	DONNA J	CRISPENO	96	01333718	BRETON	LEWELLEN
4	00553537	LARRY E	SHOFFNER	97	01264326	KAREN D	LEWELLEN
5	00226783	CAROLE M	BAGGETT	98	01264432	KAREN D	LEWELLEN
6	00140775	NADINE	KAY	99	00821919	BRENDA K	DAMEK
7	00005517	DOROTHY	FEVOLD	100	00216371	IRENE L	ALLEN
8	00012850	PHOEBE A	BRODERICK	101	00504973	VIMALA	RAO
9	00269612	JULIE	CAMPBELL	102	00054782	JACK W	BLOOMER
10	00488952	DAVID J	MULLHOLAND	103	00002769	MARION B	MAY
11	00291507	ANN P	RIETH	104	00054775	MARLENE A	BLOOMER
12	00821582	MICHAEL	KUNKIN	105	00715935	CONNIE	ROWAN
13	00018654	FRANK	HUMPRES JR	106	00715928	PAUL A	ROWAN
14	00245609	JEAN	ROLL	107	00879125	BONNIE B	RUST
15	00710800	GERALD E	MILLER	108	00050616	MARION H	EMERY
16	00710817	MARY	MILLER	109	00986694	MARY A	MITCHELL
17	00521611	PATRICIA A	BRISTOL	110	00827515	EDITH K	NOMI
18	00565950	DOUGLAS A	LUETJEN	111	00411585	DIANE W	BOULAVSKY
19	00245593	THOMAS E	ROLL	112	00654197	JUDY V	WEAVIL
20	00101660	LUANNE O	BULLOCK	113	00448307	ROGER	HOLT
21	00476942	DEANNA D	FARRAH	114	00311519	SASHA	RAMESSAR
22	00579896	VIVIAN J	BARKER	115	00986656	LANNY	BOYCE
23	00075862	JOHN H	LEBOEUF	116	00678933	MAUREEN E	VINCENT
24	00005333	WILLIAM L	WEBB	117	00053464	JOAN	HERNDON
25	00049061	KAREN J	SEAT	118	00263825	CANDACE M	SILBER
26	00058629	DOROTHY E	CHALLINOR	119	00048545	GUIDO H	STEMPEL
27	00473248	ELSIE T	MARUNO	120	00082112	RICHARD L	SHERIDAN
28	00269605	MILTON C	CAMPBELL	121	00396424	NANCY A	PERRY
29	00069120	PRISCILLA D	MILLER	122	00720137	JOANNE	CURATOLO
30	00900331	WAYNE	TERRY	123	00168069	JOAN B	MORRELL
31	00494168	CHARDELLE F	HULL	124	00838450	GAIL L	RUTH
32	00018258	SANDRA	HATHAWAY	125	00285933	KATHLEEN D	GAGLIARDI
33	00066525	DOROTHY J	MORINAGA	126	00828321	ANTHONY J	RZEPELA
34	00658584	ANITA L	PIERCE	127	01018660	DAVID	CHAMPE
35	00411455	SHAMEEM	MIRZA	128	00023160	JENNIE F	KONDO
36	00031455	ROGER L	ROUCH	129	00057493	MAUDE R	CALDWELL
37	00031448	K DIANE	ROUCH	130	00304139	GIOVANNI	VIGNOLO
38	00738576	ANNA C	HAMPTON	131	00965262	SALLY J	WETZEL
39	00738583	KENNET	HAMPTON	132	00798891	LINDA S	KISER
40	00030434	SUSAN C	RITTER	133	00259521	JUDY	KELLER
41	00488969	KATHRY	MULLHOLAND	134	00152112	NONA L	ECHEVARRIA
42	00018678	PATRICIA J	HUMPRES	135	00152129	DOMINGO	ECHEVARRIA
43	00263887	RONALD	BRUYERE	136	00433372	MARY A	HENSLEY
44	00141635	KATHERINE M	AKAGI	137	00556484	DWAYNE L	SNYDER
45	00186636	BARBARA A	COLUCCI	138	00032452	THERESA A	MORIN-DOYLE
46	00093873	YVONNE B	NICHOLSON	139	00462082	ARLENE	TYLER

47	00093880	HOWARD W	NICHOLSON	140	01318920	CHARLE	SUTTLES
48	00686181	CONSTANCE	SMITH	141	01132069	MICHELE	SUTTLES
49	00686174	JULIE E	SMITH	142	00004015	JACK C	WILLIAMS
50	00109093	B DARLENE	OGAN	143	00894265	LOUANN	LUTHER
51	00094306	NANCY B	FRENCH	144	00452007	ELAINE	ROSE
52	00294799	RON D	BRUCE	145	00644426	WILLIAM J	FREDERICK
53	01156997	SUSAN M	MYERS	146	00644433	SHARON	FREDERICK
54	00547185	DORIS A	HENSON	147	00484145	ROSALIE	RETTMANN
55	00049054	STANLEY G	SEAT	148	01142112	ROBERT H	LEWIS
56	00738750	HILARY	FISHER	149	00211963	MICHAEL A	CHASE
57	00733540	ELIZABETH A	SPRINGER	150	00845564	KAREN M	FURUTA
58	00701303	JANET	CASTLE	151	00793889	ANGELINE T	MILLS
59	00611848	ELIZABETH M	STUCKART	152	00102766	SUSI B	SLOCUM
60	00738880	BOB L	VIA	153	00078450	DIANE B	HUBBARD
61	00738897	PAMELA	VIA	154	01160413	CYNTHIA G	LAKE
62	00515566	ERNIE R	PROWS	155	00074308	ANTONIA MARIA	FISHER
63	00293006	CHARLENE	HERNANDEZ	156	00259316	BARBARA	SHANNAHAN
64	00095075	SANDRA K	BULLARD	157	00424035	PATRICIA	GOODWIN
65	00783415	MARY ANN	YOUNCE	158	00701921	WILLIAM E	MOOREHEAD
66	00025591	SHIRLEY E	LIPPARD	159	00701938	NANCY	MOOREHEAD
67	00891332	YOUSSEF	HATEFI				
68	00172615	STACY	HACKNEY				
69	00466035	BEVERLY A	SILVEIRA				
70	00615617	MARGARET T	HIGA				
71	00615624	LAWREN	HIGA				
72	00485494	MONA J	GROVE				
73	00153232	JULIE	CILINO				
74	00639699	NATALIE	BERKEY				
75	00854955	JANE	VIAL				
76	00151221	JACQUELINE	JACOBS				
77	00803014	JIM	BLACK				
78	00030571	CLYDE J	MCKINLEY				
79	00732307	MARCIA A	ODELL				
80	00589147	THERESA	SMYTHE				
81	00048743	MARJORIE	QUOCK				
82	00889070	PATRIC	RANDLE				
83	00889063	JAMES LEON	RANDLE				
84	00692687	WILLIAM R	STRUCKMANN				
85	00692694	GWENDO	STRUCKMANN				
86	01018615	LYNN A	FRITZIUS				
87	00505451	DONNA C	WICKMAN				
88	00132282	JOYCE F	COFFIN				
89	00169783	JANE Y	KUMAMOTO				
90	00008709	RYLLIS M	POINDEXTER				
91	00104883	CLARA ELIZABETH	MILLER				
92	00816403	EDITH M	JOHNK				
93	00435338	JEAN K	ERNST				

EXHIBIT B

ROSS SCHRIFTMAN

April 28, 2016.

Don v UNUM Class Action Administrator
c/o Rust Consulting, Inc – 50269
P.O. Box 2492
Faribault, MN 55021-9192

Re: Objection to Settlement Case number: CV 13-4502-DSF (VPK)

Dear Sirs:

As a policy owner, an insurance agent who sells long term care insurance and as an advocate for proper long term care planning, I strongly object to the proposed class action settlement for the following reasons:

Inadequate disclosure to members of the class: Although the notice provides substantial information, it is lacking in one key element. The class members do not know how little benefit they will actually receive if the settlement is approved.

The total settlement is \$45,988,014.52. What is not disclosed in the notice to the class members is how many people could benefit from the settlement. Without that information it is impossible to know the monetary value to the individual. In fact only once is there a mention as to how many members of the class are involved. On page 3 it stated that under Subclass I \$1,775,583.20 would be provided to 3,069 under one of the benefits.

The fact is that the American long term care insurance market involves more than six million insured individuals. Since UNUM was a major writer of long term care insurance, there could be one million or more individuals involved in the class.

After deducting the payments to the lawyers and to the plaintiffs there is approximately \$36 million available to class members. That would result in a mere \$36 benefit per individual. That should be disclosed to us. At the very least, an estimate of potential benefit should be disclosed.

Dubious argument of damages to plaintiffs: Policy forms, language and claims procedures are regulated and approved by state insurance departments. Policy language is very clear as to when benefits are to start and how much is to be paid. I can not support the notion that the plaintiffs were unaware of how benefits are to be paid. Having owned long term care insurance for many years and having sold many clients policies it seems that the plaintiffs were and are getting as much benefits as they are entitled to.

Page two
Don v UNUM
Objection by Ross Schriftman

Benefits to the plaintiffs vs. benefits to the rest of the class: While the plaintiffs will benefit greatly by receiving \$75,000 at no legal cost to them, the rest of the class receives virtually no benefits. This is the typical class action hammer of “no cost to you and we will force the company to settle and you will make money” concept used by class action lawyers.

Cost to the class in the long run: Although people may believe that a large cash settlement from a company will benefit them, the truth is that, in the long run, we all will pay. UNUM will have to pay out the money from somewhere. This will reduce cash reserves and ultimately increase premiums.

UNUM demutualized in 1986 and became a stock company. So besides potential premium increases resulting from this settlement, pay outs and “no-fault” settlements like this can still damage the value of the stock both financially as well as hurting the reputation of the company.

Damage to the reputation of long term care insurance: Having cared for my mother who had Alzheimer’s and having carried and paid for long term care insurance for her that paid for her care and allowed me to keep her at home until the end of her life, I am very concerned that law suits like this one damage the reputation of the most effective consumer tool available for long term care planning. It seems that long term care insurance gets attacked all the time and this is just another example. If settlements like this discourage people from purchasing long term care insurance, they will be at financial risk and may end up on Medicaid. Unlike long term care insurance Medicaid rules can be changed at any time by statute and regulation. Under Medicaid there are no rights to take legal action against the government for the programs inadequacies or defects of providers contracted under the program. (Makowski vs. Delaware County, Pennsylvania)

Excessive legal compensation: Stating that legal fees are less than 21% of the settlement is pure marketing spin and insulting to class members. The amount appears to be an excessive charge that enriches the lawyers at the expense of the class. \$9,600,000 is a lot of money.

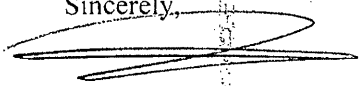
Everyone should be properly compensated for their time and expenses. However, when you compare this sum to the amounts paid out in other professions it does not seem fair. For example, Medicare allows an insurance company to pay an agent no more than \$72 for the entire year for shopping, advising, selling and servicing a Medicare Part D drug plan. This can involve as much as 20 hours of work; far below minimum wage.

The class should receive a comprehensive breakdown of how the legal compensation was calculated including hours of attorney time and expenses incurred.

Page three
Don v. UNUM
Objection by Ross Schriftman

In conclusion, I believe this settlement should either be abandoned or, at the very least, revised so that the class is better protected.

Sincerely,



Ross Schriftman, RHU, LUTCF, ACBC, MSAA

Copies: Allan A. Sheno, Esq.
Christopher C. Vader, Esq.
Joshua E. Anderson, Esq.

EXHIBIT C

DON v UNUM CLASS ACTION ADMINISTRATOR
 C/O RUST CONSULTING INC - 5069
 PO BOX 2492
 FARIBAULT MN 55021-9192

IMPORTANT LEGAL MATERIALS



<<Name1>>
 <<Name2>>
 <<Name3>>
 <<Name4>>
 <<Address1>>
 <<Address2>>
 <<City>> <<State>> <<Zip10>>
 <<CountryName>>

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT & FAIRNESS HEARING

In the case of *Michael Don et al. v. Unum Group et al.* case no: CV 13-4502-DSF (VBK), pending before the Hon. Dale S. Fischer, the United States District Court for the Central District of California (the “Court”), on March 9, 2016, authorized this Notice to be sent. **This is not a solicitation from a lawyer. You are not being sued. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You received this Notice because you are listed as being a current or former policyholder or certificate holder (or a representative of a current or former policyholder or certificate holder) under a long term care policy issued by Unum Life Insurance Company of America that is the subject of a proposed settlement of a class action lawsuit against Unum Group and Unum Life Insurance Company of America (collectively, “Unum”). The Court directed that this Notice be sent to you because you have a right to know about the proposed settlement, and your rights and options, before the Court decides whether to approve it. This Notice explains the lawsuit, the proposed settlement, your legal rights under the settlement, what settlement benefits are included in the proposed settlement, who is eligible for the proposed settlement benefits, and when the settlement benefits will become available if the Court finally approves of the proposed settlement. Please provide a copy of this Notice to any additional or former owners of your policy or certificate, if they have not already received it.

You should consult your own tax advisor regarding the tax consequences to you of the proposed settlement, including, without limitation, the tax consequences of any payments provided under the proposed settlement, and any tax reporting obligations you may have.

SUMMARY OF YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT:	
DO NOTHING IN RESPONSE TO THIS NOTICE	You do not have to do anything to be eligible to receive settlement benefits. If you do nothing, you will receive the settlement relief described in this Notice. In other words, you are included unless you exclude yourself by timely complying with the instructions included in this Notice.
OBJECT	If you do not like the proposed settlement, you may object and explain why, by following the directions in this Notice. The Court will consider all timely and validly submitted objections at the Fairness Hearing. The deadline for any objections is May 8, 2016.
SPEAK AT THE FAIRNESS HEARING	You are not required to attend or speak at the Fairness Hearing. If you have timely and properly objected to the settlement, the Court will consider your objection without any requirement that you attend the Fairness Hearing. But if you wish, you may request permission to speak at the Fairness Hearing, by following the directions in this Notice. The Fairness Hearing is presently scheduled for June 27, 2016, at 1:30 p.m.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You can exclude yourself from the settlement by timely complying with the instructions for doing so included in this Notice. If you exclude yourself from the settlement, you will not be entitled to receive any settlement benefits and will not be allowed to object to the settlement. The deadline for any exclusion requests is May 8, 2016.

WHAT IS THIS CASE ABOUT?

i. Plaintiffs' Position.

On May 17, 2013, this lawsuit was filed in Los Angeles Superior Court and subsequently removed to this federal court on June 21, 2013. It is referred to herein as "the Action." The three named Plaintiffs are (1) Michael Don (as Executor of his Father Ruben Don's estate), (2) Tamara Pelham (as Special Administrator of her Father Leroy Little's estate), and (3) Carolyn Jan Little. The Defendants are Unum Group and Unum Life Insurance Company of America (collectively, "Unum").

Plaintiffs allege that Unum failed to properly calculate long term care ("LTC") benefits in two respects. First, for Subclass I, Plaintiffs allege that Unum improperly calculated benefits by determining the Policy Anniversary based on the Effective Date of the Policy rather than the Policy Date. Second, for Subclass IV, Plaintiffs allege that Unum improperly calculated benefits by calculating the inflation increase based on the *remaining* Lifetime Maximum Benefit Amount, even though the word "remaining" does not appear in the inflation protection or benefit increase provision or rider. In addition, for Subclass VII, Plaintiffs allege that when policyholders requested duplicate copies of their LTC policies, Unum failed to provide exact copies of their original policies. The proposed subclasses consist of Unum's LTC insureds who (1) were (i.e., insureds with "accrued damages"), (2) are (i.e., insureds who are currently "in claim"), or (3) will be (i.e., "future claimant" insureds) affected by any of Plaintiffs' three different theories. This nationwide class action sought, among other relief, damages for breach of contract as well as declaratory and injunctive relief.

ii. Unum's Position.

Unum expressly denies any and all wrongdoing alleged in the Action, including all versions of the Complaints and all other contentions and allegations made, recognized, explicitly or implicitly, or pursued during the course of the litigation, and does not admit or concede any claimed, actual or potential fault, wrongdoing, or liability in connection with any facts or claims which have been or could have been alleged against it in the Action. Unum contends that Plaintiffs' claims are not cognizable and are otherwise improper as a matter of law, and that Plaintiffs would suffer failures of proof at trial that would be fatal to their claims. Unum contends that the language in its policies fully complies with all requirements of applicable law, and that it fully complied with all of its obligations under its policies. Unum contends that its policies were not misleading with regard to any of the matters raised in the Action and that it completely fulfilled its obligations to all Settlement Class Members before and after the sale of the policies, including by providing benefits and value equal to or in excess of that promised. Unum contends that Settlement Class Members have not suffered any damage or loss as a result of the conduct alleged in the Action. Unum contends that this case is not proper to be certified as a contested class action for litigation purposes.

Why The Settlement Was Reached?

Based upon the exhaustive discovery, investigation and evaluation of the facts and the law, and notwithstanding their firm belief in the merits of their claims, Plaintiffs and Class Counsel have agreed to settle the Action after considering such factors as: (1) the benefits to Plaintiffs and the Class provided by this Settlement Agreement; (2) the risks and uncertainty of trial, especially in complex actions such as this, as well as the difficulties and delays inherent in any appeals which would likely follow the trial; and (3) the desirability of consummating this Settlement Agreement in order to provide relief to Plaintiffs and the Class, many of whom are elderly and in need of a prompt resolution.

Unum considers it desirable for the Action to be settled and dismissed, because the Settlement will: (i) provide substantial benefits to Unum's policyholders; (ii) confer benefits on Unum, including the avoidance of further expense and disruption of the management and operation of Unum's business due to the pendency and defense of the Action; (iii) finally put to rest the claims of Plaintiffs and the Class and the underlying lawsuit; and (iv) avoid the substantial expense, burdens, and uncertainties associated with a potential finding of liability and damages for Plaintiffs and the Class on the claims alleged in the Action.

To reach this Settlement, the Parties engaged in numerous, arm's-length settlement meetings, including several mediation sessions with Robert J. Kaplan, Esq. of Judicate West Mediation Services, beginning in October 2013, and continuing through October, 2015. Specifically, the Parties prepared for and participated in three full day mediations in this case spanning from October 21, 2013, to October 15, 2015, and continued mediating through Mr. Kaplan, a well-regarded mediator who has mediated approximately 5000 cases, including hundreds of complex and class action cases, through November 19, 2015.

Who Is In the Settlement Class?

"Settlement Class" means, subject to the exclusions listed below, all Class Members, except the following persons: (1) persons who properly opted-out of the Settlement; (2) any officer, director, employee or agent of Unum; (3) any judge, justice, or judicial official presiding over the Action and the staff and immediate family of any such judge, justice, or judicial official; and (4) notwithstanding the above, no Claim shall be eligible for or approved for Settlement Relief with respect to any Policy

for which a valid agreement or release exists between Unum and the Settlement Class Member that would preclude the Settlement Class Member's right to receive relief from the Settlement.

"Class Member" means and includes any person included in the definition of Subclass I, Subclass IV, or Subclass VII.

"Subclass I" means all current and former insureds nationwide whose Unum LTC Policies state "[u]nless we tell you something else, years, months and anniversaries that we refer to are calculated from the Policy Date" and Unum used (for insureds with "accrued damages"), is using (for insureds "in claim"), or will use (for "future claimant" insureds) the Effective Date.

"Subclass IV" means all current (as of the Execution Date of the Settlement Agreement) and former insureds nationwide whose Unum LTC Policies contain an optional provision for inflation protection which states that their Lifetime Maximum Benefit Amount will increase, and Unum applied (for insureds with "accrued damages"), is applying (for "in claim" insureds), or will apply (for "future claimant" insureds) the annual inflation increase to the remaining Lifetime Maximum Benefit Amount, even though the word "remaining" does not quantify or reduce the Lifetime Maximum Benefit Amount.

"Subclass VII" means all current and former insureds under Unum's LTC Policies nationwide issued pre-2002 who since 2010 received a "duplicate" policy that was not an exact copy of their original policy.

What Are The Settlement Benefits?

If the Court approves the proposed settlement, the benefits that will be available will depend on which subclass or subclasses you fall within. For each subclass, the available settlement benefits are summarized. The terms of the settlement relief are set forth in full in the Stipulation For Settlement. You may view and download a copy on the settlement website. See, "**Whom May I Contact for More Information?**", pg 6 below. You can also get a copy from the Settlement Administrator, upon request, at no cost to you. You may request a copy by mail or via the toll-free telephone line.

The Total Settlement Fund is synonymous with the term Common Fund, and constitutes the sum of all of the past, present and future value of this entire Settlement. It includes the Settlement Relief, the Attorneys' Fees and Costs and litigation expenses referenced elsewhere in this Notice, all costs of Administration, all Incentive or Service Awards to any Class Representatives, and the value of any change in practices effected by this Agreement or Settlement. Plaintiffs contend that the value of the "Total Settlement Fund" is \$45,988,014.52. Unum does not contest that valuation.

The Settlement Relief available to Settlement Class Members consists of the following:

Subclass I. The Subclass I relief will be provided through a combination of (a) monetary payments and (b) a future business practice change, anticipated to be completed within two years of the Final Settlement Date, whereby Unum would change its processes to calculate the Policy Anniversary based on the Policy Date rather than the Effective Date ("Policy Anniversary Change"). For current Subclass I class members, i.e., Subclass I class members who have already received benefits under their policies, Unum would pay those class members the difference between what they received in benefits and what they would have received in benefits if Unum had calculated the Policy Anniversary based on the Policy Date. *Before the date of the Policy Anniversary Change*, Unum will also pay future Subclass I class members, i.e., Subclass I class members who in the future receive benefits under their policies, the difference between what they receive in benefits and what they would have received in benefits if Unum had calculated the Policy Anniversary based on the Policy Date. *After the date of the Policy Anniversary Change*, Unum will pay future Subclass I members benefits with the Policy Anniversary calculated based on the Policy Date. Plaintiffs estimate the relief to be provided to Subclass I, as described in this paragraph, at \$18,595,470. Plaintiffs contend that \$1,822,407.98 to 1,163 insureds that Unum's March 19, 2015 discovery responses identified have been underpaid, is not included in the \$18,595,470 for Subclass I, which is plaintiffs' estimate of payments for approximately 11,867 insureds. Unum does not challenge Plaintiffs' valuation. In addition, Unum will not claim back Unum's overpayment, under Plaintiffs' Subclass I theory, of \$1,774,583.20 to 3,069 insureds.

Subclass IV. The Subclass IV relief will be provided as 1.5 months of additional benefits, based on the Subclass IV class member's original monthly benefit amount stated in the policy, payable to any Subclass IV class member who reaches their Lifetime Maximum Benefit Amount. Unum and Plaintiffs value the relief to be provided to Subclass IV, as described in this paragraph, at \$18,600,000.00.

Subclass VII. Unum represents and warrants that members of Subclass VII have had—and will continue to have—their claims adjudicated based the language of their original policies, notwithstanding their prior receipt from Unum of versions of their policies that were not exact copies of their original policies. Upon final approval of the Parties' settlement by the Court in the Action, Unum will, on a going forward basis, provide exact copies of the original policies to policyholders requesting duplicate polices. While the monetary value of this change in practice to Subclass VII is not easily quantifiable, Plaintiffs contend that it has substantial value. Unum agrees not to oppose that contention.

When Would I Get My Settlement Benefits?

The Court will hold a hearing on June 27, 2016, at 1:30 p.m., called the Fairness Hearing, to decide whether to finally approve the proposed settlement. Settlement benefits will only be available if the Court approves the settlement after that hearing. If the Court approves the settlement, then immediately payable settlement benefits will be paid within sixty (60) days after the Final Settlement Date. For future claims, Unum will pay when benefits under this Settlement become due.

What is Unum Paying To The Class Representatives?

Subject to Court approval, in recognition of their service as Class Representatives, Unum shall not oppose and shall pay Class Representative incentive or service awards to Michael Don of \$25,000, Tamara Pelham of \$20,000, and Carolyn Jan Little of \$15,000. The incentive or service awards to Plaintiffs total \$60,000. In addition, Unum shall pay Michael Don \$15,000 in consideration for individually settling a claim he had that Unum represents was unique to him. Unum shall pay these amounts in addition to any benefits that Plaintiffs are entitled to receive as Settlement Class Members. Unum expressly agrees that Carolyn Jan Little will be entitled to benefits under her policy if she (a) timely continues to pay premiums as due, (b) complies with all of her other obligations under her policy, and (c) suffers a covered Loss of Functional Capacity or covered Cognitive Impairment as defined in the policy. Unum will not in any way retaliate against the Littles or Pelham or rely upon their participation in this lawsuit as a basis upon which to deny coverage.

What is Unum Paying To The Class Counsel?

Class Counsel Attorneys' Fees and Class Counsel Expenses will not reduce any other benefit or Settlement Relief provided to the Settlement Class or Plaintiffs. Unum will pay Class Counsel Attorneys' Fees and Class Counsel Expenses as approved by the Court as part of the Settlement, up to \$9,600,000.03 currently consisting of \$9,518,406.12 in attorneys' fees and \$81,593.91 in costs and litigation expenses. This is less than 21% of the Total Settlement Fund. Settlement Class Members will not be responsible themselves for paying any attorneys' fees, costs, litigation expenses, administration expenses, or incentives or service awards for the Class Representatives (unless a Settlement Class Member elects to retain their own attorney at their own expense).

Class Counsel will move for approval of the Class Counsel Attorneys' Fees and Class Counsel Expenses at least 21 days prior to the deadline for the submission of Exclusions and Objections, or such other date set by the Court. The amount of the Class Counsel Attorneys' Fees and Class Counsel Expenses approved by the Court for payment by Unum shall be determined at the Fairness Hearing, but shall not exceed \$9,600,000.03 currently consisting of \$9,518,406.12 in attorneys' fees and \$81,593.91 in costs and litigation expenses.

The amount of any reduction in attorneys' fees or costs awarded to Class Counsel by the Court will be paid as additional days, weeks, or months of benefits to Subclass IV and will not revert to Unum. Any such amounts will not be paid to members of Subclass I as such insureds will already receive 100 cents on the dollar on their claims under the Settlement.

The Class Counsel Attorney Fees and Class Counsel Expenses payment described in this section is the total amount to which Class Counsel and their predecessors and any associated counsel will be entitled to receive from Unum with respect to the Action, the Settlement or otherwise.

What Am I Releasing If I Do Not Exclude Myself From The Settlement?

Scope of Release: Michael Don provides a General Release. All other members of the Settlement Class, including Carolyn Jan Little and Tamara Pelham, provide a limited release.

- A. Limited Release by Settlement Class Members. Effective on the date of entry of the Final Order and Judgment, the Settlement Class Members (except for Don) release the Released Parties (as defined in Section C below) from any and all claims, penalties, actions, causes of action, damages, compensation, interest, and attorneys' fees that have been asserted in or are related to Plaintiffs' Third Amended Complaint.
- B. California Civil Code Section 1542 Waiver. In order to achieve a full and complete release of the Released Claims pertaining solely to the release set forth in Paragraph A above, and not to any other claims that are not expressly released therein, each Settlement Class member acknowledges that the release in Paragraph A above is also intended to include in its effect all such claims within the scope of the releases whether or not the Settlement Class member knows or suspects them to exist in his or her favor as of the Final Settlement Date.

Accordingly, each Settlement Class Member waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and any similar or comparable laws only with respect to those claims released by Paragraph A above, and does so understanding the significance of that waiver pertaining to the release set forth in Paragraph A above. Section 1542 of the Civil Code of the State of California provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

If a Class Member does not timely opt out of the Settlement and the Settlement is given final approval and final judgment is entered, the Settlement Class Member acknowledges that he/she/it read section 1542 of the Civil Code of the State of California.

To the extent that California or other similar federal or state law may apply (because of or notwithstanding the choice of law provisions in the Settlement Agreement), Plaintiffs and the Settlement Class Members hereby agree that the provisions of §1542 and all such similar federal or state laws, rights, rules, or legal principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived and relinquished by Plaintiffs and the Settlement Class Members in connection with the Released Claims, and Plaintiffs and the Settlement Class Members agree that this is an essential term of this Agreement.

However, to be clear, this Paragraph B does not release claims which are not expressly within the definition of Released Claims as set forth in Paragraph A above.

C. Released Parties. The Released Parties are Defendants Unum Life Insurance Company of America and Unum Group, and their present, former and future parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of its and their respective members, shareholders, directors, officers, employees, agents, servants, registered representatives, insurers and attorneys (collectively the “Released Parties”).

D. Limit of Release. Nothing in this Release shall be deemed to alter the Settlement Class Members’ contractual rights under the Policies (except to the extent that such rights are specifically supplemented or altered by the Settlement Agreement), including but not limited to any right to make a claim for benefits that will become payable in the future pursuant to the express written terms of a Policy.

Without limiting the foregoing, nothing in this Release shall release, preclude, or limit any claim or action to enforce the terms of the Settlement Agreement.

How can I Object to the Settlement?

A. To object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement, or to the award of Class Counsel Attorneys’ Fees and/or Class Counsel Expenses, you must serve the Settlement Administrator, Class Counsel and Unum’s Counsel, identified below, no later than 30 days after the mailing of the original Class Settlement Notice, a written statement of the objections, to include: your name, address, and policy number, the specific reason(s), if any, for each objection, including any legal support that you wish to bring to the Court’s attention, and any evidence or other information you wish to introduce in support of the objections. You may object either on your own or through an attorney retained at your own expense. Do not file anything with and do not contact the Court, the Clerk, or the Court staff.

You may not object to the settlement if you properly exclude yourself from the Class in the manner described in the section below entitled “How can I Exclude Myself from or Opt-Out of the Settlement?”

Counsel for the Class (“Class Counsel”) are:	Counsel for Defendants (“Unum”) is:
Allan A. Sheno SHENOI KOES LLP 175 S. Lake Avenue, Ste. 202 Pasadena, CA 91101 Law Offices of Christopher C. Vader 82632 B Hwy 111, Ste. 3 Indio, CA 92201	Joshua E. Anderson SIDLEY AUSTIN LLP 555 West Fifth Street, Suite 4000 Los Angeles, California 90013

B. Any Settlement Class Member who serves a written objection, as described in the preceding paragraph, may, if the court grants permission, appear at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member’s sole expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement, or to Unum’s payment of the Class Counsel Attorneys’ Fees and/or Class Counsel Expenses. Settlement Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to the Settlement Administrator, to Class Counsel and to Unum’s Counsel, identified above, no later than 30 days after the mailing of this Class Settlement Notice. Do not file anything with and do not contact the Court, the Clerk, or the Court’s staff.

C. Any Settlement Class Member who fails to comply with the provisions of this Section shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release and the Judgment in the Action.

- D. Any Settlement Class Member who properly objects consistent with these provisions shall be entitled to all of the benefits of the Settlement if it is approved, so long as the objecting Settlement Class Member complies with all requirements of this Notice applicable to Settlement Class Members.

How can I Exclude Myself from or Opt-Out of the Settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Don v. Unum Life Insurance Company of America*. Be sure to include your name, address, policy number, telephone number, and your signature. You must **mail** your exclusion request so that it is received no later than May 8, 2016 to:

**DON v UNUM CLASS ACTION ADMINISTRATOR
C/O RUST CONSULTING INC – 5069
PO BOX 2492
FARIBAULT MN 55021-9192**

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Unum in the future for these same claims. If the request for exclusion is sent from within the United States, it must be sent through the United States Postal Service via First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope.

Whom May I Contact for More Information?

The Court has appointed Rust Consulting to serve as the Settlement Administrator. This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and more information about the settlement by visiting www.donvunumadministrator.com, calling Rust Consulting toll free at (866) 403-1827, or writing to the Settlement Administrator at the address provided below:

**DON v UNUM CLASS ACTION ADMINISTRATOR
C/O RUST CONSULTING INC – 5069
PO BOX 2492
FARIBAULT MN 55021-9192**

PLEASE DO NOT TELEPHONE, WRITE OR FILE ANYTHING WITH, OR OTHERWISE CONTACT THE COURT, THE CLERK OF THE COURT, OR THE COURT STAFF FOR INFORMATION REGARDING THIS SETTLEMENT. PLEASE DO NOT CONTACT PLAINTIFFS, DEFENDANTS, OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA.

DATED: April 8, 2016

Hon. Dale Fischer
United States District Judge

Responses, Replies and Other Motion Related Documents

2:13-cv-04502-DSF-VBK Michael Don v. Unum Life Insurance Company of America et al

(VBKx),DISCOVERY,MANADR,PROTORD

UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Sheno, Allan on 5/26/2016 at 3:16 PM PDT and filed on 5/26/2016

Case Name: Michael Don v. Unum Life Insurance Company of America et al

Case Number: 2:13-cv-04502-DSF-VBK

Filer: Michael Don

Document Number: 214

Docket Text:

DECLARATION of Bruce Holman in support of NOTICE OF MOTION AND MOTION for Order for For Final Approval [211] filed by Plaintiff Michael Don. (Sheno, Allan)

2:13-cv-04502-DSF-VBK Notice has been electronically mailed to:

Allan A Sheno asheno@shenoikoes.com

Christopher C Vader cvader@dc.rr.com

Daniel J Koes dkoes@shenoikoes.com

Joel S Feldman jfeldman@sidley.com, dvelkovich@sidley.com, efilingnotice@sidley.com

Joshua E Anderson janderson@sidley.com, dvelkovich@sidley.com, laefilingnotice@sidley.com

Lisa E Schwartz lschwartz@sidley.com, efilingnotice@sidley.com

2:13-cv-04502-DSF-VBK Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\00042298.PDF

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=5/26/2016] [FileNumber=21557864-0]
] [5429170f4b11444ef8cfdaffcac9d531c463968fb0c3090ba9603cf8620a9daf000
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