

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

CARY WEIGAND, CHERYL SCHMIDT,
and CALVIN SCHMIDT, individually
and on behalf of a class of similarly
situated persons,

Plaintiffs,

v.

Case No. 1:23-CV-01452-RLY-TAB

GROUP 1001 INSURANCE HOLDINGS,
LLC; GROUP 1001 RESOURCES, LLC;
CLEAR SPRING LIFE AND ANNUITY
COMPANY; and DELAWARE LIFE
INSURANCE COMPANY,

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT

KEY TERMS PAGE

Court: United States District Court for the Southern District of Indiana

Defendants: Group 1001 Insurance Holdings, LLC; Group 1001 Resources, LLC; Clear Spring Life and Annuity Company; and Delaware Life Insurance Company

Plaintiffs/Class Representatives: Cary Weigand, Cheryl Schmidt, Calvin Schmidt, and Juan McClendon (with Defendants, the “**Parties**”)

Class Counsel: Lynn A. Toops of Cohen & Malad, LLP; and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC

Settlement Administrator: Kroll Settlement Administration LLC

Data Incident: The incident involving the potential exposure of the confidential, personal information of approximately 475,947 of Defendants’ and their affiliates’ and cedents’ current, former, and prospective customers, employees, employee dependents, payees, annuitants, beneficiaries, agents, and others, on or about February 9, 2023.

Settlement Class: All individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List.

Settlement Payment: \$4,759,470.00, with no reversion to the Defendants

Identity Theft Protection Services Attributes: 3 bureau credit monitoring for 3 years, to include identity theft insurance of no less than \$1,000,000

Out-of-Pocket Losses Maximum Payment Amount: \$5,000 per claimant

Lost Time Payment Amount: \$20 per hour, up to 4 hours per claimant

Cash Payment: *Pro rata* (formula at § 3.2.4) but no less than \$5 per claimant

Cy Pres Recipient(s): Indiana Community Action Association, Inc. (100%)

Costs of Notice and Administration: The costs of making all notices under and administering the Agreement. To be paid from the Settlement Fund

Attorneys’ Fees Amount: One-third of the Settlement Fund remaining after deducting all Costs of Notice and Administration and service awards, to be paid from the Settlement Fund

Service Award Amount: \$5,000, per Class Representative, to be paid from the Settlement Fund

Release of Liability: Set forth below and in paragraphs 9 and 10 of Exhibit E

SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, or agreed to by the Parties in writing, the following dates and deadlines apply to this Class Action Settlement Agreement (the “**Agreement**”). All dates and deadlines will be calculated in conformity with Federal Rule of Civil Procedure 6(a).

<i>Event</i>	<i>Date/Deadline</i>
Date of Execution	First date on which the Agreement has been signed by all Parties, as indicated on the signature page
Deadline to Move for Preliminary Approval	7 days after the Date of Execution
Deadline for Defendants to provide notification under 28 U.S.C. § 1715	10 days after the Motion for Preliminary Approval is filed.
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Provide the Class List	7 days after Date of Execution
Deadline to Fund the Settlement	30 days after Preliminary Approval Order
Deadline to Send Notice	30 days after Preliminary Approval Order
Deadline to File Motion for Fees, Expenses, and Service Awards	15 days before Deadline to Object
Deadline to Object	60 days after Deadline to Send Notice
Deadline to Opt-Out	60 days after Deadline to Send Notice
Deadline to Report Opt-Outs	10 days after Deadline to Opt-Out
Deadline to Terminate for Opt-Outs	30 days after Deadline to Report Opt-Outs
Deadline to File Motion for Final Approval	No later than 14 days before the Date of the Final Approval Hearing
Date of the Final Approval Hearing	To be set by the Court (Parties to request a date approximately 120 days after Preliminary Approval Order)
Date of Final Approval	The day on which the Court enters the Final Approval Order
Effective Date	The 31st day after the Court enters the Final Approval Order, provided no objections are made and no appeal is filed by that date. Otherwise, the 31st day after the date on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.
Deadline to Pay Fees and Expenses	7 days after Date of Final Approval
Deadline to Pay Service Awards	7 days after Effective Date
Deadline to Submit Claims	120 days after Preliminary Approval Order
Deadline to Process Claims	45 days after Deadline to Submit Claims
Deadline to Cure Claims	21 days after mailing of a deficiency letter
Deadline to Pay Valid Claims	45 days after Deadline to Cure Claims
Date Settlement Benefits Expire	120 days after issuance

1. Recitals.

On August 16, 2023, Cary Weigand, Cheryl Schmidt, and Calvin Schmidt filed a class action complaint against Defendants in the Court, under No. 1:23-cv-01452-RLY-TAB, alleging Defendants were liable for the Data Incident (the “**Weigand Litigation**”).

On October 10, 2023, Defendants filed a motion to dismiss. The Parties engaged in early settlement negotiations, and the case was stayed pending those negotiations.

On December 14, 2023, Juan McClendon filed a separate class action complaint against Defendants in the United States District Court for the District of Massachusetts, No. 1:23-cv-13095-JCB, alleging Defendants were liable for the Data Incident (the “**McClendon Litigation**”) (together, with the Weigand Litigation, the “**Litigation**”).

In late December 2023 and early January 2024, the Parties exchanged informal discovery to assist in mediation efforts. That discovery included Defendants providing counsel for Plaintiffs with the post-breach forensic report detailing the Data Incident.

On February 13, 2024, the Parties participated in a mediation facilitated by mediator Bruce A. Friedman of JAMS. At the mediation, the Parties reached an agreement in principle to settle the Litigation on a class action basis. As part of resolving the entire litigation, Mr. McClendon dismissed the McClendon Litigation to join this settlement as an additional class representative.

The Parties thereafter negotiated the detailed terms of the Agreement.

2. Incorporation of Key Terms, Schedule, Recitals, and Exhibits.

This Agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this Agreement:

Exhibit A – the “**Summary Notice**”

Exhibit B – the “**Detailed Notice**”

Exhibit C – the “**Claim Form**”

Exhibit D – the “**Preliminary Approval Order**”

Exhibit E – the “**Final Approval Order**”

3. Benefits to Class Members.

3.1. Defendants to Pay Cash Settlement Fund.

No later than the Deadline to Fund the Settlement, Defendants must pay the Settlement Payment to the Settlement Administrator to be held as a common fund (the “**Settlement Fund**”) in an interest-bearing escrow account (the “**Escrow Account**”). All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. The Settlement Fund will be *in custodia legis* of the Court and will remain subject to the Court’s jurisdiction until distributed. The Settlement Fund must be used only to make payments pursuant to the Agreement or otherwise ordered by the Court. The Settlement Fund shall be held in a qualified settlement fund pursuant to Treasury Regulation § 1.468B-1(c)(1). Under no circumstances shall Defendants’ payment obligations under this Agreement exceed the Settlement Payment.

3.2. Class Members to Be Paid from the Net Settlement Fund upon Submission of a Valid Claim.

The “**Net Settlement Fund**” is the amount remaining in the Settlement Fund after payment of the Costs of Notice and Administration and payment of all Court-approved attorneys’ fees, expenses, and service awards. The Net Settlement Fund will be used to provide the benefits listed in this section, which will be available, as applicable, to any person who is a member of the Settlement Class and who does not submit a valid and timely request to be excluded as provided in the Detailed Notice (each such person, a “**Class Member**”). A Class Member may make a claim for any one or more of the benefits provided in this section.

A Class Member may claim these benefits by submitting a completed Claim Form to the Settlement Administrator that is postmarked no later than the Deadline to Submit Claims or by submitting such a request by that deadline through the Settlement Website (as defined in Section 6.3). All claims will be processed and validated as set forth in Section 4.

3.2.1. Claims for Identity Theft Protection Services.

“**Identity Theft Protection Services**” means credit monitoring and identity theft protection services having the Identity Theft Protection Services Attributes listed on the Key Terms Page to be provided by a vendor approved by Class Counsel.

The Settlement Administrator will make the Identity Theft Protection Services available for all Class Members who make a valid claim for Identity Theft Protection Services and will pay the costs of the Identity Theft Protection Services provided from the Net Settlement Fund.

3.2.2. Claims for Out-of-Pocket Losses.

“**Out-of-Pocket Losses**” means unreimbursed out-of-pocket expenses incurred by a Class Member that are fairly traceable (as determined by the Settlement Administrator) to the Data Incident, including but not limited to: (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between the date of the Data Incident and the Deadline to Submit Claims; and (iii) actual fraud that occurred between the date of the Data Incident and the Deadline to Submit Claims.

The Settlement Fund will pay all valid claims for Out-of-Pocket Losses up to the per claimant limit set forth under the Out-of-Pocket Losses Maximum Payment Amount on the Key Terms Page.

3.2.3. Claims for Lost Time.

“**Lost Time**” means time spent by a Class Member relating to the Data Incident, including but not limited to, time spent acquiring credit freezes, remedying actual fraud, monitoring statements, etc.

The Settlement Fund will pay all valid claims for Lost Time up to the per claimant limit set forth under the Lost Time Payment Amount on the Key Terms Page.

3.2.4. Claims for a Cash Payment.

“**Cash Payment Fund**” means the Net Settlement Fund less all amounts to be paid for valid claims for Identity Theft Protection Services, Out-of-Pocket Losses, and Lost Time. The Cash Payment Fund will be used to pay all Cash Payments.

“**Cash Payment**” means a cash payment to be made whether or not a Class Member also submits a claim for Identity Theft Protection Services, Out-of-Pocket Losses, or Lost Time.

The Settlement Fund will pay all valid claims for a Cash Payment on a *pro rata* basis per claim by dividing the Cash Payment Fund by the number of valid claimants. If a Class Member submits a claim for Identity Theft Protection Services, Out-of-Pocket Losses, or Lost Time, the Class Member will also be considered to have submitted a claim for a Cash Payment, regardless of the validity of any other claim. If the amount due for Cash Payments is less than the minimum amount listed on the Key Terms Page, then each of the payments for valid claims for Out-of-Pocket Losses and Lost Time will be reduced *pro rata* (for example, by 5%) until the amount due for Alternative Cash Payments equals \$5.00 per claimant.

3.2.5. Cy Pres.

After the Date Settlement Benefits Expire, if there remain monies in the Net Settlement Fund, those monies will not revert to Defendants but will, after deduction of any final costs of administration, be paid to the Cy Pres Recipient(s) in the amount(s) set forth on the Key Terms Page.

4. Claims Processing and Provision of Settlement Benefits.

4.1. Settlement Administrator's Duties and Discretion in Processing Claims.

The Settlement Administrator will be responsible for collecting and processing all Claim Forms, whether submitted by mail or through the Settlement Website. The Settlement Administrator may consult with Class Counsel in making determinations as to any claim, but the Settlement Administrator has the sole discretion to determine, in good faith and under the terms of the Agreement, whether any claim is timely, whether any claim is complete or deficient, and whether any claim is valid, including whether documentation is sufficient to support any claim for Out-of-Pocket Losses. If the Settlement Administrator identifies a deficiency in the information provided for any claim, the Settlement Administrator must follow the procedures in Section 4.3 to allow the Class Member a chance to cure the deficiency.

4.2. Determining the Validity of Claims.

In order for any claim to be valid, the following requirements must be met (all three of these requirements, collectively the "**Basic Claim Requirements**"): (i) the claim must be submitted by a Class Member or the Class Member's authorized legal representative; (ii) the information required to process the claim on the Claim Form must have been completed; and (iii) the original claim must have been submitted on or before the Deadline to Submit Claims.

A claim for Identity Theft Protection Services, a Cash Payment, or Lost Time will be valid so long as it meets the Basic Claim Requirements.

A claim for Out-of-Pocket Losses will be valid so long as it meets the Basic Claim Requirements and is accompanied by written documentation of the loss sufficient to satisfy the Settlement Administrator that the loss is fairly traceable to the Data Incident.

No later than the Deadline to Process Claims, the Settlement Administrator must process Claim Forms to determine whether the claim is, in whole or in part, valid, invalid, or deficient.

4.3. Processing Deficient Claims and Opportunity to Cure.

If the Settlement Administrator determines that any Claim Form that has been submitted is deficient or that additional documentation or information is necessary to determine the validity of the claim, the Settlement Administrator shall promptly provide the person submitting the Claim Form with notice of the deficiency and request that the person provide the information or documentation necessary to process the Claim Form and to determine the validity of the claim. Failure of the person to provide the requested information by the Deadline to Cure Claims may result in denial of the claim, or part of it, by the Settlement Administrator.

4.4. Payment of Valid Claims.

No later than the Deadline to Pay Valid Claims, the Settlement Administrator must calculate and pay the valid claims (by check or electronic payment) and provide the Identity Theft Protection Services. The Net Settlement Fund will be responsible for providing the Settlement Administrator with all payments necessary to provide the benefits deemed valid by the Settlement Administrator within the Deadline to Pay Valid Claims.

In computing payment amounts for Cash Payments, the Settlement Administrator has authority to round payments to the nearest cent. If the total of all payments to be made exceeds the amount of the Net Settlement Fund, the Settlement Administrator shall randomly reduce a sufficient number of payments by one cent until the payments no longer exceed the Net Settlement Fund.

The Settlement Administrator shall report to Class Counsel and Defendants on a periodic basis, or as requested, regarding the status of valid, invalid, and deficient claims.

5. Releases.

Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Class Representatives and the Class Members, and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities (“**Releasing Parties**”), shall be deemed to have, and by operation of the Final Approval Order shall have, released and forever discharged Defendants, Delaware Life Insurance Company of New York, First Security Benefit Life Insurance and Annuity Company of New York, Standard Security Life Insurance Company of New York, and Heartland National Life Insurance Company, and all of their respective past, present, and future employees, officers, directors, affiliates, agents, vendors, attorneys, insurers, successors, parent companies, subsidiaries, and shareholders (the “**Releasees**”) from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief

arising out of or in any way related to the Data Incident, including the claims asserted or which could have been asserted in the Litigation (the “**Released Claims**”).

Upon the Effective Date: (a) this Agreement shall be the exclusive remedy for any and all Released Claims of Class Representatives and Class Members; and (b) Class Representatives and Class Members stipulate to be and shall be permanently barred and enjoined by the Court order from initiating, asserting, or prosecuting any Released Claim against the Releasees, whether on behalf of Class Representatives, any Class Member, or others, in any jurisdiction.

6. Process for Court Approval of Settlement.

This Agreement is contingent on the Parties obtaining Court approval of the Agreement.

6.1. Preliminary Approval.

No later than the Deadline to Move for Preliminary Approval, the Class Representatives must move the Court to enter the Preliminary Approval Order. Defendants will not oppose the motion, including not opposing class certification of the Settlement Class for purposes of settlement. The Settlement Class will exclude the Judge assigned to evaluate the fairness of this Agreement, and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

6.2. Preparation of the Class List.

No later than the Deadline to Provide the Class List, Defendants must provide the Settlement Administrator with information sufficient for the Settlement Administrator to mail each member of the Settlement Class the Summary Notice (the “**Class List**”). Before sending notice, the Settlement Administrator must update the addresses provided using the United States Postal Service’s National Change of Address service.

6.3. Notice to Members of the Settlement Class.

No later than the Deadline to Send Notice, the Settlement Administrator must do all of the following:

- (a) Establish at a URL agreed to by Class Counsel and Defendants’ counsel (the “**Settlement Website**”) and post the Detailed Notice and the Claim Form to the Settlement Website, along with any other case documents requested to be posted by Class Counsel

- (b) Establish a toll-free number and an e-mail address at which members of the Settlement Class may obtain information or contact the Settlement Administrator
- (c) Mail the Summary Notice by United States mail to all persons on the Class List

If any mailed Summary Notice is returned as undeliverable with a forwarding address, then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address, then the Settlement Administrator must attempt to locate the correct address through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search, if any.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

6.4. Right of Members of the Settlement Class to Opt-Out.

Any member of the Settlement Class may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Detailed Notice no later than the Deadline to Opt-Out. Any person who submits a valid and timely request to opt-out will be excluded from the Agreement, will not receive the benefits of the Agreement, and will not be bound by any of its terms, including the Releases set forth in Paragraph 5 of the Agreement. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Agreement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendants.

6.5. Right of Class Members to Object.

Any Class Member may object to the Agreement by complying with the requirements to submit an objection set forth in the Detailed Notice no later than the Deadline to Object.

6.6. Final Approval.

At the final approval hearing, the Class Representatives and Defendants must move the Court to enter the Final Approval Order.

6.7. Effective Date.

The Agreement will become effective and binding on the Effective Date.

7. Attorneys' Fees, Expenses, and Service Awards

No later than the Deadline to File Motion for Fees, Expenses, and Service Awards, Class Counsel shall file a motion with the Court for consideration at the Final Approval hearing seeking to be paid attorneys' fees of up to the Attorneys' Fees Amount listed on the Key Terms Page, plus expenses, plus service awards of up to the Service Award Amount listed on the Key Terms Page. Defendants agree to take no position on requests that are no greater than these amounts.

No later than the Deadline to Pay Fees and Expenses, the Settlement Administrator must pay Class Counsel the amounts awarded by the Court for attorneys' fees and expenses from the Settlement Fund.

No later than the Deadline to Pay Service Awards, the Settlement Administrator must pay Class Counsel the amounts awarded by the Court for service awards from the Settlement Fund, and Class Counsel must promptly forward the payment to the recipients awarded by the Court.

8. No Admission of Liability

Defendants are entering into this Agreement solely to compromise and settle the Litigation and to avoid the expense and uncertainty of continued litigation. This Agreement and any documents related to it shall not be construed as any admission of liability or any type of wrongdoing or misconduct or of any fact whatsoever, and Defendants expressly deny any wrongdoing, misconduct, or liability in the Litigation.

9. Termination of Agreement

This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Agreement including the Settlement Payment as consideration for the Agreement and the Releases set forth in Section 5 of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the

settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

Defendants shall have the option to terminate this Agreement if more than 500 members opt-out of the Settlement Class. Defendants shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 30 days after the Deadline to Opt-Out, or the option to terminate shall be considered waived.

If this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Litigation as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Litigation and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Litigation or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

If this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants. However, Defendants shall have no right to seek from the Class Representatives, Class Counsel, or the Settlement Administrator the Costs of Notice and Administration paid. After payment of any Costs of Notice and Administration that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendants within 21 days of termination.

In the event of a termination, this Agreement shall be considered null and void; all of Class Representatives', Class Counsel's, Defendants', Defendants' counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Litigation as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Agreement rights, claims, and defenses will be retained and preserved, and Defendants shall be entitled to object to certification of any class in this lawsuit.

If Agreement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this settlement or this Agreement shall not be discoverable or offered into evidence or used in the Litigation or any other action or proceeding for any purpose. In such event, all Parties to the Litigation shall stand in the same position as if this settlement and Agreement had not been negotiated, made, or filed with the Court.

10. Additional Terms

10.1. Agreement to Effectuate This Settlement

The Class Representatives, Class Counsel, Defendants, and Defendants' counsel agree to undertake their best efforts to effectuate this Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this Agreement.

10.2. Integration Clause

This Agreement, including all exhibits to it, constitute the entire agreement between the Parties and can be modified only in writing. This Agreement, including all exhibits to it, constitute the entire agreement between the Parties, and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter of this Agreement. The Agreement is an integrated agreement, and no promise, inducement, or agreement separate from this Agreement has been made to the Parties. The terms of this Agreement, including all exhibits to it, are binding upon and inure to the benefit of each of the Parties and their respective successors, heirs, and assigns.

10.3. Execution in Counterparts and by Electronic Signature

This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

10.4. No Construction Against the Drafter

Each Party has participated in negotiating and drafting this Agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party. Further, each Party represents that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

10.5. Choice of Law, Forum, and Stipulation to Jurisdiction

This Agreement, including all exhibits to it, shall be governed by the laws of the State in which the Court is located, and the Parties to this Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering,

interpreting, and enforcing this agreement. All proceedings relating to the administration, interpretation, and enforcement of this Agreement and related documents must be brought in the Court.

[Remainder of this page intentionally left blank]

11. Signatures

Each Party is signing as of the date indicated next to that Party's signature.

Dated: _____

**GROUP 1001 INSURANCE
HOLDINGS, LLC**

By: _____

Its: _____

GROUP 1001 RESOURCES, LLC

By: _____

Its: _____

**CLEAR SPRING LIFE AND
ANNUITY COMPANY**

By: _____

Its: _____

**DELAWARE LIFE INSURANCE
COMPANY**

By: _____

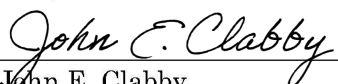
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Dated: May 6, 2024

Counsel for Defendants

By:  _____

Joseph W. Swanson
Foley & Lardner LLP

By:  _____

John E. Clabby
Carlton Fields, P.A.

11. Signatures

Each Party is signing as of the date indicated next to that Party's signature.


Dated: _____

GROUP 1001 INSURANCE HOLDINGS, LLC

By: _____

Its: _____


GROUP 1001 RESOURCES, LLC

By: 

Michael S. Bloom

Its: _____
Authorized Signer


CLEAR SPRING LIFE AND ANNUITY COMPANY

By: 

Ryan T. Cloud

Its: _____
Chief Legal Officer

DELAWARE LIFE INSURANCE COMPANY

By: 

Michael S. Bloom

Its: _____
Chief Legal Officer

Counsel for Defendants

Dated: _____

By: _____
Joseph W. Swanson
Foley & Lardner LLP

By: _____
John E. Clabby
Carlton Fields, P.A.

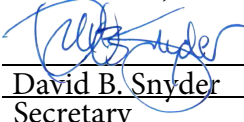
11. Signatures

Each Party is signing as of the date indicated next to that Party's signature.

Dated: _____

**GROUP 1001 INSURANCE
HOLDINGS, LLC**

By: _____


David B. Snyder

Its: _____

Secretary

GROUP 1001 RESOURCES, LLC

By: _____

Its: _____

**CLEAR SPRING LIFE AND
ANNUITY COMPANY**

By: _____

Its: _____

**DELAWARE LIFE INSURANCE
COMPANY**

By: _____

Its: _____

Counsel for Defendants

Dated: _____

By: _____

Joseph W. Swanson
Foley & Lardner LLP

By: _____

John E. Clabby
Carlton Fields, P.A.

Class Representatives

Dated: 05 / 06 / 2024

Cary A Weigand
Cary Weigand

Dated: _____

Cheryl Schmidt

Dated: _____

Calvin Schmidt

Dated: _____

Juan McClendon

Class Counsel

Dated: _____

By: _____
Lynn A. Toops
Cohen & Malad, LLP

By: _____
J. Gerard Stranch, IV
Stranch, Jennings & Garvey, PLLC

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Class Representatives

Dated: _____

Cary Weigand

Dated: 05 / 07 / 2024

Cheryl Schmidt

Cheryl Schmidt

Dated: _____

Calvin Schmidt

Dated: _____

Juan McClendon

Class Counsel

Dated: _____

By: _____
Lynn A. Toops
Cohen & Malad, LLP

By: _____
J. Gerard Stranch, IV
Stranch, Jennings & Garvey, PLLC

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Class Representatives

Dated: _____

Cary Weigand

Dated: _____

Cheryl Schmidt

Dated: 05 / 07 / 2024

Calvin Schmidt
Calvin Schmidt

Dated: _____

Juan McClendon

Class Counsel

Dated: _____

By: _____
Lynn A. Toops
Cohen & Malad, LLP

By: _____
J. Gerard Stranch, IV
Stranch, Jennings & Garvey, PLLC

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Class Representatives

Dated: _____

Cary Weigand


Dated: _____

Cheryl Schmidt

Dated: _____

Calvin Schmidt

Dated: 5/6/2024

DocuSigned by:

BBEC57CD165648D...
Juan McClendon

Class Counsel

Dated: _____

By: _____
Lynn A. Toops
Cohen & Malad, LLP

By: _____
J. Gerard Stranch, IV
Stranch, Jennings & Garvey, PLLC

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Class Representatives

Dated: _____

Cary Weigand

Dated: _____

Cheryl Schmidt

Dated: _____

Calvin Schmidt

Dated: _____

Juan McClendon

Class Counsel

Dated: 5/7/2024

By: *Lynn Toops*

Lynn A. Toops
Cohen & Malad, LLP

By: *J. Gerard Stranch, IV*

J. Gerard Stranch, IV
Stranch, Jennings & Garvey, PLLC

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