IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

PETER M. VAN ZANTEN, DWAIN E. VITTETOE, ROBERT R. FINE, and LARRY A. MCMILLAN, Individually and On Behalf Of All Others Similarly Situated,	)	
Plaintiffs,	)	Case No. 25-cv-00095-BP
vs.	)	
KANSAS CITY LIFE INSURANCE COMPANY,	)	
Defendant.	)	

CLASS COUNSEL'S MOTION FOR ATTORNEYS' FEES, EXPENSE REIMBURSEMENT, AND SERVICE AWARDS, AND SUGGESTIONS IN SUPPORT THEREOF

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Rules

Other Authorities

Class Counsel respectfully move this Court for entry of an order[1] approving the payment of attorneys' fees of 33⅓ percent of the $40 million portion of the Settlement Fund allocated to the Settlement Class, reimbursement of their unreimbursed expenses reasonably incurred by Class Counsel, presently in the amount of $641,712.45, and payment of service awards of $25,000 each for Plaintiffs Fine and McMillan and $10,000 each for Plaintiffs van Zanten and Vittetoe. The legal and factual bases supporting this motion are set forth below and in the accompanying Joint Declaration of Patrick J. Stueve and John J. Schirger (attached as Exhibit 1).[2]

I. INTRODUCTION

The $45 million non-reversionary Settlement secured from Defendant Kansas City Life Insurance Company ("KCL"), $40 million of which will be allocated to the Settlement Class here, represents an excellent all-cash settlement related to claims for KCL's alleged cost of insurance ("COI") and expense overcharges on KCL's universal life insurance policies. The litigation over these claims was expansive, lasting over six years and requiring Class Counsel to prosecute seven separate lawsuits in four different jurisdictions.[3] The Settlement follows three jury verdicts and two appeals on the same claims by Missouri and Kansas policyholders in *Karr*, *Meek*, and *Sheldon*, as well as class certification and full summary judgment briefing in California in *Fine*, class

[1] Class Counsel will submit a proposed order at least seven days prior to the December 12, 2025, Fairness Hearing.

[2] Unless noted, capitalized terms are defined in the Settlement Agreement, attached as Exhibit 1 to Plaintiffs' Motion for Preliminary Approval. Doc. 34.

[3] *See Meek v. Kansas City Life Ins. Co.*, No. 4:19-cv-472-BP (W.D. Mo.); *Karr v. Kansas City Life Ins. Co.*, No. 1916-CV26645 (Mo. Cir. Ct.); *Sheldon v. Kansas City Life Ins. Co.*, No. 1916-CV26689 (Mo. Cir. Ct.); *Fine v. Kansas City Life Ins. Co.*, No. 2:22-cv-0207 (C.D. Cal.) (transferred to this District on August 8, 2025 and assigned case number 4:25-cv-00626-BP); *McMillan v. Kansas City Life Ins. Co.*, No. 1:22-cv-01100 (D. Md.) (transferred to this District on August 13, 2025 and assigned case number 4:25-cv-00640-BP); *van Zanten & Vittetoe v. Kansas City Life Ins. Co.*, No. 25-cv-00095-BP ("*van Zanten I*"); *van Zanten v. Kansas City Life Ins. Co.*, No. 25-CV-00179-BP (W.D. Mo.) ("*van Zanten II*").

certification in Maryland in *McMillan*, and motions to dismiss Plaintiffs van Zanten's and Vittetoe's claims here on statute of limitations grounds. Class Counsel performed a massive amount of legal work and faced extraordinary risk representing policyholders in these cases.

Importantly, unlike many large class-action settlements, Class Counsel did not piggyback on a government investigation or rely on defendants' public admissions of culpability; to the contrary, Class Counsel are the nationwide leaders in prosecuting claims for alleged COI overcharges, having completed several successful class-action jury trials and settled multiple prior nationwide or multi-state cash-based COI settlements. This Settlement therefore represents the culmination of their wholly contingent and considerable work seeking a recovery against KCL for the Settlement Class, not the work of anyone else.

Under well-established precedent, Class Counsel is entitled to an award of reasonable attorneys' fees and reimbursement of their case expenses from the Settlement Fund. As elsewhere, in the Eighth Circuit, a fee based on a percentage of the fund recovered is the favored approach for calculating attorneys' fees in the case of contingent representation, including class actions. Such a fee provides an incentive for attorneys like Class Counsel to represent individuals like those in the Settlement Class, whose claims might otherwise be too small to justify the costs of litigation. And a percentage-based recovery allows individuals without the means to pay counsel by the hour to nonetheless assert their claims. A percentage-based recovery also aligns Class Counsel's interests with those of their clients because the greater the recovery Class Counsel obtains, the greater fee to which Class Counsel is entitled.

The reasonableness of the requested fee is measured by a multi-factor analysis (the "*Johnson* factors") that includes the results achieved against the risks faced by Class Counsel in taking the case on a contingent-fee basis, and awards in similar cases. As discussed in detail below,

each of these factors, along with the other *Johnson* factors, supports a fee equal to 33⅓ percent of the Settlement Fund. Further, given Class Counsel's extraordinary investment of time to obtain this Settlement, the requested fee is also reasonable when evaluated under a "lodestar crosscheck." Although not required in the Eighth Circuit, this crosscheck compares the percentage-based fee to Class Counsel's "lodestar" (hours expended multiplied by non-contingent hourly rates). Here, the requested fee is approximately equal to Class Counsel's lodestar, with more work yet to come in the lead up to final approval and thereafter during settlement administration. That a larger multiplier would be reasonable given the circumstances of this case and risks to Class Counsel only underscores the reasonableness of the requested fee.

Finally, Class Counsel also request reimbursement of expenses in the amount of $641,712.45 (to be updated prior to final approval), and for the Court to approve service awards of $25,000 each to Plaintiffs Fine and McMillan and $10,000 each to Plaintiffs van Zanten and Vittetoe to compensate them for their efforts on behalf of the Settlement Class. The Plaintiffs were not only negatively impacted by KCL's contractual breaches, but also provided key support to the litigation, including helping to develop and review the factual allegations in each complaint and providing key guidance with respect to the Settlement. In addition, Plaintiffs Fine and McMillan sat for highly adversarial depositions and answered discovery. In short, the requested fees, expenses, and service awards are legally and factually appropriate.

II. FACTUAL BACKGROUND

A. SUMMARY OF THE LITIGATION.

A detailed history of this multi-jurisdictional class action, incorporated by reference here, was set forth in Plaintiffs' Motion for Preliminary Approval (Doc. 34) and the supporting Declaration of Patrick J. Stueve dated June 24, 2025 (Doc. 34-2). Highly summarized, Plaintiffs challenged how KCL determined its COI rates, alleging it overcharged policyholders under the

COI and Expense Charge provisions of the Policies. Specifically, Plaintiffs alleged that the standardized policy language describing the COI rates did not permit KCL to include profits or expenses in the COI charges because those factors were not listed among the mortality-related factors identified as the basis for KCL's determination of the COI rates and because the Policies capped expense deductions in a fixed amount per month. Plaintiffs also alleged the Policies required KCL to lower the COI rates when it expected its future mortality experience to improve after pricing the Policies, but that it had not done so despite expecting significant mortality improvement. Plaintiffs alleged claims for breach of contract and conversion. *See* Doc. 32.

Class Counsel litigated these claims in seven separate cases in four different jurisdictions over six years. Two of those cases, *Meek* and *Karr*, were each litigated through a class action trial, judgment, and appeal, with KCL paying nearly $50 million to satisfy those judgments. Class members in those cases are Settlement Class Members here for claims for COI charges suffered during time periods that were not resolved as part of those judgments. Another case, *Sheldon*, was litigated through class action trial and judgment in favor of the class and is now being settled as part of the Settlement in advance of KCL's appeal. In the other pending cases, *Fine* had proceeded through motions to dismiss, class certification, and full summary judgment and class decertification briefing, and trial preparation was underway at the time of the Settlement. *McMillan* had also proceeded through motions to dismiss and class certification, with KCL's motion for reconsideration of the court's order granting class certification pending, and the close of discovery and summary judgment briefing approaching, when the Parties reached their Settlement. In *van Zanten I* and *van Zanten II*, KCL's motions to dismiss on statute of limitations grounds were fully briefed, and Plaintiff's motion to remand the case to state court was fully briefed in *van Zanten II*, at the time of the Settlement. Doc. 34-2, ¶¶ 12-76. The culmination of all these efforts is the present

Settlement, which if approved will require KCL to pay an additional non-reversionary sum of $45 million to resolve the pending claims.

On June 25, 2025, Plaintiffs van Zanten, Vittetoe, Fine, and McMillan filed a Second Amended Complaint asserting their claims in this action on behalf of a nationwide class along with their motion for preliminary approval of the Settlement. Docs. 32, 34. On July 14, 2025, the Court entered its order granting preliminary approval of the Settlement, finding the Court would likely approve the Settlement as fair, reasonable, and adequate, and certify the Settlement Class, and thus ordered notice of the Settlement to be issued to the Settlement Class and scheduled a Fairness Hearing for December 12, 2025. Doc. 37.[4] Thereafter, Plaintiffs Fine and McMillan moved the courts presiding over their cases in the Central District of California and District of Maryland to transfer those cases to this District, which those courts granted on August 8, 2025, and August 13, 2025, respectively. Those cases, as well as *van Zanten II*, were then transferred to this Court and consolidated with *van Zanten I* on August 25, 2025. Doc. 43. The Settlement Administrator issued notice to the Settlement Class on August 28-29, 2025, and Settlement Class Members' deadline to submit objections or opt-out of the Settlement is October 27, 2025. *See* Ex. 2 (Simmons Decl.), ¶¶ 5-6; Doc. 37 at 9. This Motion is made in advance of the objection deadline so that Settlement Class Members have the opportunity to review and express their views on Class Counsel's requests.

[4] On July 23, 2025, the *Sheldon* court also granted preliminary approval of the Settlement and directed that notice issue to the *Sheldon* class, and scheduled a fairness hearing for December 11, 2025.

B. CLASS COUNSEL PERFORMED EXTRAORDINARY WORK AND ASSUMED SIGNIFICANT RISK ON A CONTINGENT BASIS ON BEHALF OF THE SETTLEMENT CLASS TO OBTAIN THE SETTLEMENT.

As set forth in detail in Plaintiffs' preliminary approval submissions, to achieve this result for the Settlement Class, Class Counsel performed a massive amount of work on a contingent basis, including multiple rounds of written discovery in each case, obtaining and reviewing over 265,000 pages of documents produced by KCL; taking 27 depositions of KCL's witnesses and experts; defending five class representative depositions and five depositions of Plaintiffs' expert, Scott Witt; engaging in massive amounts of briefing on motions to dismiss, discovery disputes, class certification and decertification, summary judgment, and pretrial matters, among other subjects. Doc. 34-2, ¶¶ 12-76; Jt. Decl., ¶ 16. Class Counsel have spent more than 13,700 hours litigating *Fine*, *McMillan*, and the *van Zanten* cases. Jt. Decl., ¶¶ 9, 24. In addition, there is more work to come in this case in the lead up to final approval and thereafter during settlement administration. *Id.* ¶ 9. That is time spent and invested on behalf of the Settlement Class that could have been spent on less risky cases, where liability or damages were more certain, or where the claims had been advanced by a government investigation or public admissions—none of which was present here. *Id.* ¶ 18.

The multi-jurisdictional nature of these cases presented unique risks to Class Counsel and required exponentially more effort than a consolidated multi-state class action. *Id.* ¶ 12. In each case, KCL mounted a comprehensive and independent defense, requiring an equally forceful prosecution by Class Counsel. *Id.* ¶ 13. KCL hired several lawyers from large and well-resourced law firms. *Id.* Moreover, in undertaking such a substantial commitment on behalf of the Settlement Class, Class Counsel assumed significant risk because the claims were difficult and complex, with complicated damages and statute of limitations issues, in particular. For example, as *Meek* demonstrated, the failure or inability to prove tolling to recover damages suffered outside the

limitations period would have a substantial impact on damages because KCL's COI rates generally contained the highest percentages of allegedly impermissible factors in early policy years, and significant harm resulting from KCL's failure to lower the COI rates in the face of improved expected future mortality also occurred outside the limitations period. *Id.* Likewise, additional class action jury trials would be inherently risky, as demonstrated by the three jury trials that have already occurred. In the *Karr* and *Sheldon* jury trials, full damages were awarded by the juries, but in the *Meek* trial the jury awarded less than the amount sought and the Court decertified most of the class following trial. *Id.*

Further, KCL's defenses have continued to evolve, and KCL has disclosed four entirely different experts in *Fine* than those it used in prior cases, including experts on economic damages modeling; actuarial science, pricing, and mortality improvement; and insurance regulation, that KCL relied on to challenge class certification, Mr. Witt's damages calculations, and policy interpretation, with new or evolved arguments. *Id.* ¶ 14. In addition, KCL obtained declarations from its sales agents describing the sales process and urging the court to consider this extrinsic evidence as relevant to policy interpretation and the propriety of class certification. *Id.* Furthermore, absent settlement, the issue of policy interpretation would soon be before the Ninth Circuit for the first time in *Fine*. While Class Counsel have been successful in obtaining interpretations of KCL's policies favorable to policyholders, other cases against insurance companies involving similar claims have not been successful.[5] Indeed, the disagreement among jurists over the central issue of policy interpretation places a clear emphasis on the risks to Class Counsel here. *Id.* ¶ 15. When Class Counsel commenced litigation against KCL, the meaning of

[5] *See Slam Dunk I, LLC v. Conn. Gen. Life Ins. Co.*, 853 F. App'x 451 (11th Cir. 2021); *Advance Trust & Life Escrow Services, LTA v. Protective Life Ins. Co.*, 93 F.4th 1315 (11th Cir. 2024); *Norem v. Lincoln Benefit Life Ins. Co.*, 737 F.3d 1145 (7th Cir. 2013).

the COI provision had been allegedly resolved in favor of insurance company defendants by the only precedential federal appellate court decision on the meaning of COI rate provisions. *Id.*

Despite the work required and mounting risk in light of KCL's escalating, multi-jurisdictional defense, Class Counsel did not waver in their efforts on behalf of the Settlement Class. Class Counsel pushed KCL for the best possible settlement, which included several unsuccessful mediations. *Id.* ¶ 19; Doc. 34-1, ¶¶ 77-78. Importantly, the ultimate terms were only negotiated after briefing completed in *Fine* on the parties' summary judgment motions, KCL's motion to exclude Mr. Witt, and two motions for sanctions and remedial relief that were the subject of a half-day hearing in front of the Magistrate Judge. Jt. Decl., ¶ 19.

III. ARGUMENT

A. AN ATTORNEYS' FEE AWARD EQUAL TO 33⅓ PERCENT OF THE AMOUNT RECOVERED FOR THE SETTLEMENT CLASS IS REASONABLE UNDER THE APPLICABLE FACTORS.

Class Counsel are entitled to a reasonable attorneys' fee for their work representing the Settlement Class and achieving the Settlement on their behalf. Class Counsel request a fee equal to one-third of the $40 million portion of the Settlement Fund allocated to them. Under applicable law, the requested fee is appropriate and reasonable and should therefore be approved.

"In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). "Under the 'common fund' doctrine" the law authorizes the Court to award "attorneys' fees from the settlement proceeds." *Tussey v. ABB, Inc.*, No. 06-CV-04305-NKL, 2019 WL 3859763, at *2 (W.D. Mo. Aug. 16, 2019); *accord Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). "The most used approach for awarding attorney's fees in common fund cases is the 'percentage of the fund' approach." *Niewinski v. State Farm Life Ins. Co.*, No. 23-04159-CV-C-BP, 2024 WL 4902375, at *4 (W.D. Mo. Apr. 1, 2024); *see also Rogowski v. State Farm Life Ins. Co.*, No. 4:22-

cv-00203-RK, 2023 WL 5125113, at *4 (W.D. Mo. Apr. 18, 2023) ("use of a percentage method of awarding attorney fees in a common-fund case is not only approved, but also well established") (quotations omitted); *Barfield v. Sho-Me Power Elec. Co-op.*, No. 2:11-CV-4321-NKL, 2015 WL 3460346, at *3 (W.D. Mo. June 1, 2015) ("where attorney fees and class members' benefits are distributed from one fund, a percentage-of-the-benefit method may be preferable to the lodestar method for determining reasonable fees.") (quotations omitted).

Selecting a reasonable percentage depends on "considering relevant factors from the twelve factors listed in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 719-20 (5th Cir. 1974)." *In re Target Corp. Customer Data Sec. Breach Litig.*, 892 F.3d 968, 977 (8th Cir. 2018) (cleaned up). The *Johnson* factors are:

> (1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases.

Id. at 977 n.7. To be sure, "[m]any of the *Johnson* factors are related to one another and lend themselves to being analyzed in tandem." *Swinton v. SquareTrade, Inc.*, 454 F. Supp. 3d 848, 886 (S.D. Iowa 2020). Therefore, courts in the Eighth Circuit often focus on the most relevant *Johnson* factors in evaluating fee requests. *See, e.g.*, *In re Xcel Energy, Inc., Sec., Derivative & "ERISA" Litig.*, 364 F. Supp. 2d 980, 993 (D. Minn. 2005).

1. The percentage requested is customary for contingent litigation and is supported by other awards in similar cases. (Factors 5 and 12)

Class Counsel's request for a fee equal to one-third of the amount they successfully recovered for the Settlement Class is a reasonable and commonly awarded portion of a common fund, with courts in this Circuit and District frequently awarding attorneys' fees of 33⅓-36 percent.

See, e.g., *Huyer v. Buckley*, 849 F.3d 395, 399 (8th Cir. 2017) (noting courts in the Eighth Circuit have "frequently awarded attorneys' fees ranging up to 36% in class actions"); *Jones v. Monsanto Co.*, No. 19-0102-CV-W-BP, 2021 WL 2426126, at *9 (W.D. Mo. May 13, 2021), *aff'd*, 38 F.4th 693 (8th Cir. 2022) ("fees in the range of 33.3% and 36% are common"); *Niewinski*, 2024 WL 4902375, at *5 ("Class Counsel seek a fee based on a percentage (33⅓ percent) that is common in contingent fee litigation and class actions."); *Meek v. Kansas City Life Ins. Co.*, No. 4:19-cv-00472-BP (W.D. Mo. May 12, 2025), Doc. 395 at 4 ("A one-third contingency fee is well within the range of fees granted in class actions."); Theodore Eisenberg & Geoffrey P. Miller, Attorney Fees in Class Action Settlements: an Empirical Study, 1 J. of Empirical Legal Studies 27, 35 (2004) ("Substantial empirical evidence indicates that a one-third fee is a common benchmark in private contingency fee cases."); *see also* Jt. Decl., ¶ 10 n.1 (citing additional cases).

Moreover, the requested fee here is consistent with the most recent COI overcharge settlements in this District (*Niewinski* and *Rogowski*) in which the courts awarded Class Counsel 33⅓ percent of the funds. *See Niewinski*, 2024 WL 4902375, at *5; *Rogowski*, 2023 WL 5125113, at *5. The circumstances of this Settlement are similar to those in *Niewinski* and *Rogowski*, which likewise required lawsuits in multiple jurisdictions, necessarily entailing more work and risk. Further, in *Vogt v. State Farm* and *Meek v. Kansas City Life*, the courts awarded one-third of the judgment funds on similar claims, relying on many of the same *Johnson* factors applicable here. *Vogt v. State Farm Life Ins. Co.*, No. 2:16-CV-04170-NKL, 2021 WL 247958, at *1-3 (W.D. Mo. Jan. 25, 2021); *Meek*, No. 4:19-cv-00472-BP, Doc. 395 at 3-4.[6] This precedent supports the

[6] Likewise, the courts in *Karr* and *Sheldon* approved as reasonable fee awards to Class Counsel of one-third of the judgment funds obtained in those cases. *Karr v. Kansas City Life Ins. Co.*, No. 1916-CV26645 (Mo. Cir. Ct. Aug. 24, 2023) & *id.* at Amended Judgment (Feb. 10, 2025) (awarding 33⅓ percent of judgment fund of over $48 million); *Sheldon v. Kansas City Life Ins.*

percentage requested here.

2. The amount involved and results obtained for the Settlement Class given the risks of the litigation support the percentage requested. (Factor 8)

In common fund cases, the size of the fund itself reflects "the measure of success and represents the benchmark from which a reasonable fee will be awarded." *Manual For Complex Litigation* 4th § 14:121 (2004) (cleaned up). Here, the Settlement Fund is pure cash and non-reversionary; so, the cash settlement requires no further valuation. Therefore, in requesting a fee as a percentage of the amount recovered, Class Counsel necessarily seek a fee proportionate to the degree of success obtained. Furthermore, this factor supports a contingency percentage of one-third, particularly given the benefits achieved. Importantly, success—including "exceptional success"—is not measured solely by the maximum damages alleged but must be evaluated against any "unusually difficult or risky circumstances and the size of plaintiffs' recovery." *Allapattah Servs., Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185, 1204-05 (S.D. Fla. 2006). Here, the request is supported by both the size of the recovery and the results obtained as compared to the risk of a lesser recovery at trial.

a. The $40 million recovery for the Settlement Class is an exceptional result, particularly against a defendant like KCL.

The $40 million recovery for the Settlement Class is excellent, especially considering KCL's vigorous defense of its conduct through three jury trials and two full appeals. Achieving the Settlement required Class Counsel to prosecute seven separate actions. When the Settlement was finally reached, summary judgment was pending in *Fine*, with an August trial setting approaching. *See Niewinski*, 2024 WL 4902375, at *5 ("Given the amount of work required, the

Co., No. 1916-CV26689 (Mo. Cir. Ct. Feb. 13, 2024) & *id.* at Amended Judgment (Jan. 16, 2025) (awarding 33⅓ percent of the over $6 million judgment fund).

multi-jurisdictional nature of litigation, and the risk undertaken, the Court finds that the [33⅓] percentage requested here is reasonable."). Achieving any significant settlement against such an entrenched defendant is, therefore, an exceptional result by any measure.

b. The results are also exceptional after considering the likely trial outcomes, including the possibility of no recovery.

The $40 million portion of the Settlement Fund allocated to the Settlement Class represents an excellent recovery, even if less than full damages, considering the evidentiary complexity of the actuarial processes and damages calculations at issue, and statute of limitations challenges given the duration of the allegedly improper conduct. Moreover, proving and recovering the entire overcharge was highly uncertain because of the broad range of potential recoveries at trial. KCL has argued that Plaintiffs' expert's damages calculations are unreliable, cannot be used to prove damages class-wide, and should be rejected by a jury. Since suffering adverse judgments in *Karr*, *Meek*, and *Sheldon*, KCL's defenses have evolved, and KCL has disclosed four different experts recently in *Fine*, none of whom have been tested at trial, nor excluded from testifying by any of the courts in the pending cases.

As demonstrated by the varying outcomes at the prior trials, a class action jury trial is an inherently risky and unpredictable process. In *Karr* and *Sheldon*, the juries awarded full damages, but in *Meek* the jury awarded less than the amount sought and the Court decertified most of the class following trial. Moreover, absent settlement, the issue of policy interpretation would soon be before the Ninth Circuit in *Fine*. Consequently, regardless of their successes thus far, Plaintiffs could have recovered nothing at trial, or even just a modest amount more than the Settlement provides. And they still would have faced significant appellate risk on key issues of class certification, policy interpretation, and the statute of limitations—where any adverse ruling could have reduced their damages substantially, or even eliminated their claims entirely. In the face of

this extraordinary risk, the results obtained through the Settlement support Class Counsel's fee request.

3. Class Counsel represented the Settlement Class on a contingent basis despite numerous and substantial risks and performed extraordinary labor precluding other employment, even though the cases were undesirable to other lawyers. (Factors 1, 4, 6 and 10)

"Courts have recognized that the risk of receiving little or no recovery is a major factor in awarding attorney fees." *In re Xcel*, 364 F. Supp. 2d at 994. Thus, fees "correlate[] with risk: the presence of high risk is associated with a higher fee, while low-risk cases generate lower fees. . . . [This] is widely accepted in the literature." Theodore Eisenberg & Geoffrey P. Miller, *Attorney Fees in Class Action Settlements: an Empirical Study*, 1 J. of Empirical Legal Studies 27, 38 (2004). "Unless that risk is compensated with a commensurate award, no firm, no matter how large or well-financed, will have the incentive to consider pursuing a case such as this." *Tussey*, 2019 WL 3859763, at *3. "Courts agree that a larger fee is appropriate in contingent matters where payment depends on the attorney's success." *Been v. O.K. Indus., Inc.*, No. CIV-02-285-RAW, 2011 WL 4478766, at *9 (E.D. Okla. Aug. 14, 2011), *report and recommendation adopted*, No. CIV-02-285-RAW, 2011 WL 4475291 (E.D. Okla. Sept. 26, 2011). And critically, "[t]he risks plaintiffs' counsel faced must be assessed as they existed in the morning of the action, not in light of the settlement ultimately achieved at the end of the day." *In re Xcel*, 364 F. Supp. 2d at 994.

Here, Class Counsel's time and labor invested were extraordinary and necessarily precluded other work. Jt. Decl., ¶ 26. In *Fine*, *McMillan*, and the *van Zanten* cases, Class Counsel devoted more than 13,700 hours, with more hours to come administering the Settlement. *Id*., ¶¶ 9, 24. Class Counsel uniquely bore all the risk of prosecuting the claims, including advancing $641,712.45 in unreimbursed out-of-pocket expenses (to date). *Id*. ¶ 25. They did not tag along on a government investigation or widespread, public condemnation of KCL's practices. *Id*. ¶¶ 3, 18.

Nor did they have favorable appellate precedent to rely upon when the litigation started. *Id.* ¶ 15 (commencing litigation before the Eighth Circuit issued its decision in *Vogt v. State Farm Life Ins. Co.*, 963 F.3d 753 (8th Cir. 2020)). Class Counsel's work, which precluded other less-risky employment, was an extraordinary effort undertaken without any guarantee of payment.

Moreover, these cases were undesirable because of the high risk of nonrecovery. *Id.* ¶ 21. Often cases involving large potential damages produce competing counsel offering to represent the class. That was not the case here. Further evidence of the high risk involved here is the fact that KCL was willing to take these cases to trial (a rare occurrence for class actions) multiple times. *Id.* Class Counsel bore the entirety of the contingent risk in terms of uncompensated labor and out-of-pocket expenses. *Id.* ¶¶ 9, 18, 24-25. Under these circumstances, there is hardly a better example of Class Counsel undertaking extreme risk to represent a class on a contingent basis. *See Caligiuri v. Symantec Corp.*, 855 F.3d 860, 866 (8th Cir. 2017) (affirming fee award where lower court reasoned, in part, that "[p]laintiffs' counsel, in taking this case on a contingent fee basis, was exposed to significant risk"); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800-TWT, 2020 WL 256132, at *33 (N.D. Ga. Mar. 17, 2020) ("This action was prosecuted on a contingent basis and thus a larger fee is justified."). Indeed, the outcome in *Meek* highlights the contingent risk of this litigation and the appropriateness of awarding one-third of the recovery as attorneys' fees. In *Meek*, after decertification, the Court entered judgment of approximately $1 million and awarded Class Counsel one-third of that amount as attorneys' fees, even though that award reflected far less than Class Counsel's lodestar. *Meek*, Doc. 400; *id.*, Doc. 384-1, at ¶ 39. Thus, Class Counsel took the same percentage when their recovery was low as they seek to take now that their recovery is greater.

4. The claims were novel and difficult to prosecute. (Factor 2)

As the *Vogt* court found regarding similar claims, the claims here certainly presented "some

difficult and novel factual and legal issues, including with respect to interpretation of the Policy and the calculation of damages." *Vogt*, 2021 WL 247958, at *2. Such factors "created significant risk for Class Counsel." *George v. Academy Mortg. Corp. (UT)*, 369 F. Supp. 3d 1356, 1378 (N.D. Ga. 2019). Other courts awarding 33⅓ percent of a fund have relied on the fact that it "was an extremely difficult and complex case . . . with significant disputed issues arising at [various stages of the litigation]," thus presenting a great deal of risk to class counsel. *See In re: Urethane Antitrust Litig.*, No. 04-1616-JWL, 2016 WL 4060156, at *4, 5 (D. Kan. July 29, 2016).

As noted, KCL continually challenged its liability, relying on unfavorable decisions from other COI cases prosecuted against other insurers. *See, e.g.*, *Norem*, 737 F.3d at 1150. KCL also had some success on its statute of limitations defense, obtaining partial decertification and dismissal without prejudice of claims premised on COI charges deducted outside the limitations period in *Meek* due to individualized issues of proving equitable estoppel. *Meek*, 2023 WL 12011319, at *6 (W.D. Mo. June 20, 2023). As *Meek* demonstrated, the failure or inability to prove class-wide tolling to recover damages suffered outside the limitations period would have a substantial impact on damages here because KCL's COI rates generally contained the highest percentages of allegedly impermissible factors in early policy years, and significant harm resulting from KCL's failure to lower the COI rates in the face of improved expected mortality also occurred outside the limitations period. Moreover, at the time of the Settlement, KCL's motions to dismiss were pending, which argued that the claims of Plaintiffs van Zanten and Vittetoe accrued in full at the moment of KCL's first COI deduction on the policies decades ago, which, if accepted, would eliminate their claims entirely.

The cases also presented difficult expert issues as evidenced by the parties' respective *Daubert* challenges. *See In re Flonase Antitrust Litig.*, 291 F.R.D. 93, 106 (E.D. Pa. 2013)

(awarding 33⅓ percent of the settlement fund as attorneys' fees, relying in part upon the fact that class counsel had litigated a number of hotly contested *Daubert* challenges). As noted, KCL itself disclosed several experts with different expertise, all of which heavily critiqued Plaintiffs' liability theory and Mr. Witt's damages methodology. Finally, class certification also presented difficult legal issues. Even though Plaintiffs prevailed on class certification several times, it was clear KCL saw unsettled issues in the propriety of class certification that it intended to aggressively pursue on appeal. It sought interlocutory appellate review of class certification from the Ninth Circuit in *Fine* and had sought reconsideration of the *McMillan* court's order certifying the class of Maryland policyholders, which it stated was a prelude to a subsequent interlocutory appeal to the Fourth Circuit in that case.

5. Class Counsel's reputation and skillful resolution of the litigation support the award. (Factors 3 and 9)

Courts often judge class counsel's skill against the "quality and vigor of opposing counsel." *In re Charter Commc'ns, Inc.*, MDL No. 1506 All Cases, No. 4:02-CV-1186 CAS, 2005 WL 4045741, at *17 (E.D. Mo. June 30, 2005). This factor supports the fee award when class counsel face "well-funded defendants" who hired "national attorneys." *Tussey*, 2019 WL 3859763, at *3. That was true here. KCL hired three law firms, including a well-respected local firm and two national and well-resourced law firms. The Settlement Class was represented by Stueve Siegel Hanson LLP and Schirger Feierabend LLC. Both are respected law firms with substantial experience representing consumers in complex commercial litigation, including litigation against insurance companies challenging cost of insurance rates. *See* Jt. Decl., ¶¶ 3-6. Both firms have been actively involved from the inception of this litigation.

In its Preliminary Approval Order, the Court found Class Counsel "are competent, experienced, and qualified to represent the proposed Settlement Class." Doc. 37 at 5. Further, in

the similar *Rogowski* COI case prosecuted by Class Counsel in 2023, the Honorable Roseanne Ketchmark awarded one-third of a settlement fund in part based on the "expertise exhibited by Class Counsel in the course of litigating this Action and Related Actions." *Rogowski*, 2023 WL 5125113, at *5. And in 2024, this Court awarded one-third of a settlement fund in a similar case in part because "Class Counsel exhibited a high degree of skill." *Niewinski*, 2024 WL 4902375, at *5; *see also* Jt. Decl., ¶ 7 (noting prior praise of Class Counsel from various judges). That "[o]ther courts have also recognized the skill and benefits conferred by [C]lass [C]ounsel" also supports the fee request here. *See Tussey*, 2019 WL 3859763, at *3. Thus, Class Counsel's reputation and skillful resolution of the litigation support the requested fee award.

B. THE REQUESTED FEE IS REASONABLE UNDER A LODESTAR CROSSCHECK.

Although a lodestar crosscheck is not generally required in the Eighth Circuit, *Keil v. Lopez*, 862 F.3d 685, 701 (8th Cir. 2017); *In re T-Mobile Customer Data Sec. Breach Litig.*, 111 F.4th 849, 862 (8th Cir. 2024), doing so here confirms that the requested fee is reasonable and should be approved. As noted above, Class Counsel and local counsel firms have spent more than 13,700 hours litigating *Fine*, *McMillan*, and the two *van Zanten* cases. Jt. Decl., ¶¶ 9, 24. These hours result in a lodestar of $13,376,310 at current rates, with significant more work to come in the lead up to final approval and thereafter on settlement administration. *Id*. This results in a lodestar multiplier of approximately 1. Although Eighth Circuit courts have made clear that the lodestar cross-check "does not trump the court's primary reliance on the percentage of common fund method," *In re Xcel*, 364 F. Supp. 2d at 999, the multiplier is clearly reasonable, especially in light of the significant risks outlined above.[7] *See Rogowski*, 2023 WL 5125113, at *5 n.8

[7] Class Counsel have provided a summary of the consolidated time spent on these cases, *see* Jt. Decl., ¶¶ 9, 24 and Appendix A, which is generally considered sufficient for performing a lodestar crosscheck. *See In re Enron Corp. Sec., Derivative & ERISA Litig.*, 586 F. Supp. 2d 732, 752-53 (S.D. Tex. 2008) (quoting authority stating that the "lodestar cross-check calculation need entail

(approving 5.75 multiplier); *Niewinski*, 2024 WL 4902375, at *5 (approving 2.64 multiplier); *see also Vogt*, 2021 WL 247958, at *3 (citing *Hashw v. Dep't Stores Nat'l Bank*, 182 F. Supp. 3d 935, 949-51 (D. Minn. 2016) as "collecting cases approving percentage-based fees that totaled between 1.47 and 6.85 of the lodestar amount"). Thus, a lodestar crosscheck—if performed—supports the fee requested here.

* * *

For these reasons, Class Counsel respectfully request that the Court award fees equal to one-third of the $40 million portion of the Settlement Fund allocated to the Settlement Class.

C. THE COURT SHOULD APPROVE CLASS COUNSEL'S REQUEST FOR REIMBURSEMENT OF THEIR REASONABLY INCURRED LITIGATION EXPENSES.

Class Counsel and the local counsel firms involved in *Fine* and *McMillan* have incurred $641,712.45 in unreimbursed expenses in this litigation (to date).[8] Jt. Decl., ¶ 25 & Appendix B. All of these expenses were reasonably and necessarily incurred and are the types of expenses typically reimbursed from the common fund in contingency litigation. *See id.*; *see also Tussey*, 2019 WL 3859763, at *5; *In re BankAmerica Corp. Sec. Litig.*, 228 F. Supp. 2d 1061, 1066 (E.D. Mo. 2002) (approving reimbursement to class counsel of: "expert witnesses; computerized research; court reporting services; travel expenses; copy, telephone and facsimile expenses; mediation; and class notification").

Of this amount, $185,063 is for unreimbursed expenses incurred in *Meek*. These expenses were advanced by Class Counsel in pursuing the claims of Kansas policyholders through trial, over

---

neither mathematical precision nor bean-counting. The district courts may rely on summaries submitted by the attorneys and need not review actual billing records."). And Class Counsel are prepared to submit their detailed billing entries *in camera* upon the Court's request.

[8] This amount does not include Class Counsel's expenses incurred in *Sheldon*, which Class Counsel have sought separately in that case to be paid from the $5 million portion of the Settlement Fund allocated to the *Sheldon* Class.

half of whom were removed from the class pursuant to the Court's partial decertification order after the trial. *See Meek*, No. 4:19-cv-00472-BP (W.D. Mo. June 20, 2023), Doc. 329 (partially decertifying class to remove claims for COI or expense deductions suffered prior to June 18, 2014, and to remove policyholders who did not suffer COI or expense deductions on or after June 18, 2014). Class Counsel sought reimbursement for only half of their actually incurred expenses in *Meek* in recognition of the amount of the recovery in that case and the fact that over half of the policyholders were removed from the class. *See id.* at Doc. 384 at 28. However, policyholders removed from the *Meek* class will now receive Settlement benefits as Settlement Class Members, and Settlement Class Members who remained in the *Meek* class will receive consideration under the Settlement for claims for COI and expense deductions suffered prior to June 18, 2014. *See* Doc. 34-3 (proposed distribution plan). Accordingly, Class Counsel submit that it is appropriate and equitable for their unreimbursed *Meek* expenses to be reimbursed from the Settlement Fund. *See* Alba Conte, 1 Attorney Fee Awards § 2:19 (3d ed.) ("The equitable principle that all reasonable expenses incurred in the creation of a fund for the benefit of a class are reimbursable proportionately by those who accept benefits from the fund authorizes reimbursement of full reasonable litigation expenses as costs of the suit"); *Niewinski*, 2024 WL 4902375, at *5 (similar).

Accordingly, Class Counsel request that the Court approve expense reimbursement of $641,712.45, as well as any additional actual expenses incurred prior to final approval.

D. THE COURT SHOULD APPROVE THE REQUESTED SERVICE AWARDS.

Courts routinely approve service awards to compensate class representatives for the services they provide and the risks they incur on behalf of the class. The factors for deciding whether the service awards are warranted are: "(1) actions the plaintiffs took to protect the class's interests, (2) the degree to which the class has benefited from those actions, and (3) the amount of time and effort the plaintiffs expended in pursuing litigation." *Caligiuri*, 855 F.3d at 867.

Here, Plaintiffs performed important work on the case, including helping to develop and review the factual allegations in each complaint and providing key guidance with respect to the Settlement. For Fine and McMillan, their support also included sitting for contentious depositions and answering discovery. Jt. Decl., ¶ 27. That work materially advanced the litigation and protected the Settlement Class's interests. *Id.* Indeed, their time and effort made this Settlement possible. *Id.*

The requested service awards of $25,000 each for Plaintiffs Fine and McMillan and $10,000 each for Plaintiffs van Zanten and Vittetoe are consistent with other awards approved in the Eighth Circuit as well as in other COI cases in this and other jurisdictions. *See, e.g.*, *Rogowski*, 2023 WL 5125113, at *6 (approving $25,000 service awards for each of eleven named plaintiffs); *Niewinski*, 2024 WL 4902375, at *5 (approving $25,000 service awards for each of five named plaintiffs); *see also Tussey v. ABB, Inc.*, 850 F.3d 951, 961 (8th Cir. 2017) (approving of service awards of $25,000 for each of three named plaintiffs); *Davis v. Symetra Life Ins. Co.*, No. 2:21-cv-00533-KKE (W.D. Wash. Feb. 4, 2025), Doc. 139 (approving service award of $25,000 to named plaintiff); *Spegele v. USAA Life Ins. Co.*, No. 5:17-CV-967-OLG (W.D. Tex. Aug. 26, 2021), Doc. 117 (approving service award of $20,000 to named plaintiff). Class Counsel thus request that the Court approve the service awards.

IV. CONCLUSION

Class Counsel respectfully request that the Court approve the requested fee of one-third of the $40 million portion of the Settlement Fund allocated to the Settlement Class, reimbursement of current expenses in the amount of $641,712.45 (subject to being updated before the final approval hearing), and service awards of $25,000 each for Plaintiffs Fine and McMillan and $10,000 each for Plaintiffs van Zanten and Vittetoe.

Dated: October 3, 2025

Respectfully submitted,

STUEVE SIEGEL HANSON LLP

s/ Patrick J. Stueve

Patrick J. Stueve, MO Bar # 37682
Bradley T. Wilders, MO Bar # 60444
Lindsay Todd Perkins, MO Bar # 60004
Ethan M. Lange, MO Bar # 67857
David A. Hickey, MO Bar # 62222
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
Telephone: 816-714-7100
Facsimile: 816-714-7101
Email: stueve@stuevesiegel.com
Email: wilders@stuevesiegel.com
Email: perkins@stuevesiegel.com
Email: lange@stuevesiegel.com
Email: hickey@stuevesiegel.com

- And -

John J. Schirger, MO Bar # 60583
Joseph M. Feierabend, MO Bar # 62563
Olivia C. Bess-Rhodes, MO Bar # 76551
Katherine A. Feierabend, MO Bar # 73699
6811 Shawnee Mission Parkway, Suite 312
Overland Park, KS 66202
Telephone: 816-561-6500
Facsimile: 816-561-6501
Email: schirger@SFlawyers.com
Email: feierabend@SFlawyers.com
Email: bess-rhodes@SFlawyers.com
Email: kfeierabend@SFlawyers.com

Attorneys for Plaintiffs and the Settlement Class

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

PETER M. VAN ZANTEN, DWAIN E. VITTETOE, ROBERT R. FINE, and LARRY A. MCMILLAN, Individually and On Behalf Of All Others Similarly Situated,	)	
Plaintiffs,	)	Case No. 25-cv-00095-BP
vs.	)	
KANSAS CITY LIFE INSURANCE COMPANY,	)	
Defendant.	)	

JOINT DECLARATION OF PATRICK J. STUEVE AND JOHN J. SCHIRGER IN SUPPORT OF CLASS COUNSEL'S MOTION FOR ATTORNEYS' FEES, EXPENSE REIMBURSEMENT, AND SERVICE AWARDS

We, Patrick J. Stueve and John J. Schirger, declare as follows, pursuant to 28 U.S.C. § 1746:

1. We are partners with our respective law firms and are counsel of record for the Plaintiffs in the above-captioned action. We submit this declaration in support of Class Counsel's Motion for Attorneys' Fees, Expense Reimbursement, and Service Awards and Suggestions in Support Thereof. Each of us has personal knowledge of our own firm's time and expenses, and if called upon, could and would, testify competently thereto. As to the remaining facts set forth herein, we each have personal knowledge of such, and if called upon, could and would testify competently thereto.

2. Mr. Stueve submitted a Declaration in support of Plaintiffs' Motion for Preliminary Approval, which included a detailed history of the multi-jurisdictional litigation over the alleged cost of insurance ("COI") and expense overcharges by Defendant Kansas City Life Insurance

Company ("KCL") on its universal life insurance policies, as well as the resumes for our law firms listing representative cases, industry recognition, judicial praise, and short biographies of the lawyers principally responsible for working on this case demonstrating their qualifications and experience (Doc. 34-2), which we incorporate herein by reference.

3. Stueve Siegel Hanson and Schirger Feierabend, and the team of attorneys from these firms working on this case, are among the national leaders in representing policyholders who have suffered allegedly improper overcharges for the COI and expenses in their universal life insurance policies. We began filing these cases more than fifteen years ago when the theory of liability was nascent and developed the legal claims and theories related to improper COI rate setting. To our knowledge, there has been no government or regulatory investigation into the claims at issue here, and certainly none that is public. And there has been no admission of liability or culpability by KCL or any other life insurer. All have taken the position that their COI charges are consistent with the terms of their policies and industry standard and custom.

4. As set forth in Mr. Stueve's prior Declaration, counsel in this case from Stueve Siegel Hanson and Schirger Feierabend have tried to verdict four COI overcharge cases, three of which were against KCL, securing jury verdicts in favor of policyholders in all four trials. In *Karr v. Kansas City Life Insurance Co.*, we secured full compensatory damages of $28,362,830.96 in lost cash value resulting from KCL's COI overcharges on all three breach of contract claims for over 8,000 Missouri universal life insurance policyholders. *See* No. 1916-CV26645 (Mo. Cir. Ct. Aug. 24, 2023). The Missouri Court of Appeals affirmed the jury verdict, agreeing with the trial court's interpretation of the policy language as unambiguously precluding the insurer from loading COI rates with non-mortality profits and expenses, and reversed the trial court's denial of prejudgment interest on the $28.36 million damages award, thereby bringing the total recovery to

nearly $50 million. *See Karr v. Kansas City Life Ins. Co.*, 702 S.W.3d 1 (Mo. App. W.D. 2024), *transfer denied*, No. SC100845 (Mo. Dec. 23, 2024); No. 1916-CV26645 (Mo. Cir. Ct. Feb. 10, 2025) (Amended Final Judgment). In *Sheldon v. Kansas City Life Insurance Co.*, No. 1916-CV26689, we secured full compensatory damages of $4,095,897.75 in COI overcharges and lost interest and investment earnings on all three breach of contract claims for over 500 Missouri-issued KCL Century II variable universal life insurance policyholders. We also obtained a jury verdict in favor of Kansas policyholders in *Meek v. Kansas City Life Insurance Co.*, No. 4:19-cv-472-BP (W.D. Mo. May 25, 2023) ($908,075 jury verdict), which was also affirmed on appeal. *See Meek v. Kansas City Life Ins. Co.*, 126 F.4th 577 (8th Cir. 2025).

5. Counsel from Stueve Siegel Hanson and Schirger Feierabend also successfully tried a COI case against State Farm Life Insurance Company on behalf of Missouri policyholders, securing a jury verdict of $34,333,495.81 for lost account value resulting from COI overcharges. *See Vogt v. State Farm Life Ins. Co.*, No. 2:16-cv-04170-NKL, Docs. 358 & 360 (W.D. Mo. June 6, 2018). The Eighth Circuit affirmed the jury verdict, concurred with the district court's interpretation of the life insurance policy language finding that the insurer was precluded from loading COI rates with non-mortality profits and expenses, and reversed the trial court's denial of prejudgment interest, bringing the total recovery to nearly $40 million. *See Vogt v. State Farm Life Ins. Co.*, 963 F.3d 753 (8th Cir. 2020), *cert. denied*, 141 S. Ct. 2551 (Apr. 19, 2021).

6. In addition to the extensive trial experience in COI cases, we have also obtained numerous class settlements in such cases. In May 2025, we obtained final approval of a COI overcharge class action against Symetra Life Insurance Company for $32,500,000 on behalf of the owners of approximately 43,000 policies issued in eleven states. *See Davis v. Symetra Life Ins. Co.*, No. 21-cv-00533-KKE (W.D. Wash. May 19, 2025), Docs. 150, 151. In 2023 and 2024, after

the litigation referenced above on the State Farm policy, we settled two cases against State Farm on a nationwide basis for $325,000,000 on behalf of owners of 760,000 policies, and for $65,000,000 on behalf of owners of 445,000 policies, respectively. *See Rogowski v. State Farm Life Ins. Co.*, No. 4:22-cv-00203-RK, 2023 WL 5125113 (W.D. Mo. Apr. 18, 2023); *Niewinski v. State Farm Life Ins. Co.*, No. 23-cv-4159, 2023 WL 11984134 (W.D. Mo. Oct. 18, 2023); *see also Niewinski*, No. 23-cv-4159, Doc. 36 (W.D. Mo. Apr. 1, 2024). In 2021, we settled a similar nationwide COI case against USAA Life Insurance Company, obtaining $90 million for the owners of 122,000 universal life insurance policies. *Spegele v. USAA Life Ins. Co.*, No. 5:17-CV-967-OLG, 2021 WL 4935978 (W.D. Tex. Aug. 26, 2021). And in 2018, we settled a similar case against John Hancock Life Insurance Company, obtaining $59.75 million for the owners of 103,000 policies. *See Larson v. John Hancock Life Ins. Co*., No. RG16813803 (Alameda Cty., Cal.). In 2016, we settled another similar case against Lincoln National Life Insurance Company, obtaining $2.25 billion of guaranteed term life insurance with a market value of approximately $171.8 million for a class of universal life policy owners. *See Lincoln Nat'l Life Ins. Co. v. Bezich*, No. 02C01-0906-PL-73 (Allen Cty., Ind.).

7. Courts have praised Class Counsel for their advocacy. For example, in *Nobles v. State Farm Mutual Automobile Insurance Co.*, Judge Laughrey stated the following regarding Stueve Siegel Hanson's work in that case: "I've always been impressed with the professionalism and the quality of work that has been done in this case by both the plaintiffs and the defendants. On more than one occasion, it has made it difficult for the Court because the work has been so good." The Honorable John W. Lungstrum on the United States District Court for the District of Kansas stated the following about Stueve Siegel Hanson attorneys in *In Re: Syngenta AG MIR 162 Corn Litigation*:

> The complex and difficult nature of this litigation, which spanned across multiple jurisdictions and which involved multiple types of plaintiffs and claims, required a great deal of skill from plaintiffs' counsel, including because they were opposed by excellent attorneys retained by Syngenta. That high standard was met in this case, as the Court finds that the most prominent and productive plaintiffs' counsel in this litigation were very experienced had very good reputations, were excellent attorneys, and performed excellent work. In appointing lead counsel, the various courts made sure that plaintiffs would have the very best representation…In this Court's view, the work performed by plaintiffs' counsel was consistently excellent, as evidenced at least in part by plaintiffs' significant victories with respect to dispositive motion practice, class certification, and trial.

And the Honorable Andrew J. Guilford in certifying a contested class action in the Central District of California remarked: "The most compelling evidence of the qualifications and dedication of proposed class counsel is their work in this case. Considering how far this action has come despite a grant of summary judgment in Defendant's favor and a reversal on appeal, proposed class counsel have made a strong showing of their commitment to helping the class vigorously prosecute this case."

8. This Settlement was the culmination of litigation in seven cases against KCL for its COI and expense overcharges across four different jurisdictions on behalf of policyholders from eleven states. As discussed above, we litigated three of those cases (*Karr*, *Meek*, and *Sheldon*) through jury verdicts in favor of the respective certified classes and two of them (*Karr* and *Meek*) through appeals affirming those judgments totaling nearly $50 million. KCL ultimately paid those judgments, which were distributed to the class members. The present nationwide Settlement, which if approved will require KCL to pay an additional non-reversionary sum of $45 million, $40 million of which will be allocated to the Settlement Class and $5 million allocated to the *Sheldon* Class, will resolve the remaining pending claims brought in the litigation.

9. As discussed in greater detail below, to achieve this result for the Settlement Class, Class Counsel performed a massive amount of work. Class Counsel spent more than 13,700 hours

litigating *Fine*, *McMillan*, and the *van Zanten* cases, working on a contingent basis for more than three years (six years including *Karr*, *Meek*, *and Sheldon*). In addition, there is more work to come to prepare for final approval, and thereafter, on settlement administration, including responding to Settlement Class Member questions about the Settlement, supervising the administrator, overseeing check reissuances and distribution of benefits to deceased class members' estates, and ensuring that the distribution runs smoothly.

10. As set forth in Class Counsel's motion, the percent of the Settlement Fund requested here as an attorneys' fee, 33.33%, is a typical percentage awarded by courts when fees are sought from a common fund in a class action.[1] In addition, a typical contingent fee arrangement

[1] *See, e.g.*, *In re U.S. Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir. 2002) (36% fee award reasonable); *Vogt v. State Farm Life Ins. Co.*, No. 2:16-CV-04170-NKL, 2021 WL 247958, at *2 (W.D. Mo. Jan. 25, 2021) (noting that "courts in this Circuit and this District have frequently awarded attorney fees of 33⅓ - 36% of a common fund" and awarding one-third of the judgment fund in that case); *Rogowski v. State Farm Life Ins. Co.*, No. 4:22-cv-00203-RK, 2023 WL 5125113, at *5 (W.D. Mo. Apr. 18, 2023) (approving an attorneys' fee award of one-third of a $325,000,000 settlement fund); *Barfield v. Sho-Me Power Elec. Co-op.*, No. 2:11-CV-4321-NKL, 2015 WL 3460346, at *4 (W.D. Mo. June 1, 2015) (one-third fee and expense award from $6,500,000 fund is reasonable); *Yarrington v. Solvay Pharms., Inc.*, 697 F. Supp. 2d 1057, 1061-62, 1067 (D. Minn. 2010) (awarding one-third of $16 million settlement fund); *Bishop v. Delaval Inc.*, No. 5:19-cv-06129-SRB, 2022 WL 18542465, at *2 (W.D. Mo. June 7, 2022) (approving one-third of $55 million fund); *PHT Holding II LLC v. N. Am. Co. for Life & Health Ins.*, No. 4:18-cv-00368-SMR-HCA, 2023 WL 8522980, at *7 (S.D. Iowa Nov. 30, 2023) (awarding one-third of $59 million settlement fund); *Kruger v. Lely N. Am., Inc.*, No. 0:20-cv-00629-KMM/DTS, 2023 WL 5665215, at *1, *5 (D. Minn. Sept. 1, 2023) (awarding one-third of $64 million settlement); *Carlson v. C.H. Robinson Worldwide, Inc.*, No. CIV 02-3780 JNE/JJG, 2006 WL 2671105, at *8 (D. Minn. Sept. 18, 2006) (35.5% fee award reasonable); *In re E.W. Blanch Holdings, Inc. Sec. Litig.*, No. 01-258 (JNE/JGL), 2003 WL 23335319, at *3 (D. Minn. June 16, 2003) (awarding 33.3% of a $20 million settlement); Order & Judgment at 2-3, *KK Motors v. Brunswick Corp.*, No. 98-2307 (D. Minn. March 6, 2000) (Doc. 67) (awarding one-third of a $30 million settlement); *In re Airline Ticket Comm'n Antitrust Litig.*, 953 F. Supp. 280, 285-86 (D. Minn. 1997) (awarding 33.3% of $86.9 million fund); *In re Iowa Ready-Mix Concrete Antitrust Litig.*, No. C 10-4038-MWB, 2011 WL 5547159, at *3-4 (N.D. Iowa Nov. 9, 2011) (awarding attorneys 36.04% of $18.5 million common fund in fees); *Wiles v. Sw. Bell Tel. Co.*, No. 09-4236-CV-C-NKL, 2011 WL 2416291, at *4-5 (W.D. Mo. June 9, 2011) (recommending award of one-third of $900,000 settlement fund); *West v. PSS World Med., Inc.*, No. 4:13 CV 574 CDP, 2014 WL 1648741, at *1 (E.D. Mo. Apr. 24, 2014) ("33 percent is a reasonable percentage for attorney's

in non-class action cases provides that the attorney representing the plaintiff receives 25 to 50 percent of the plaintiffs' recovery, exclusive of costs. Here, each Plaintiff agreed to contingent fee percentages of 40 percent. Moreover, Class Counsel often represents sophisticated businesses in complex commercial litigation on a contingency basis, where these business clients commonly agree to pay fees amounting to 35 to 50 percent of any recovery.

11. Notably, several courts overseeing our prior COI cases, including those against KCL that have been litigated to judgment, have awarded fees equal to 33⅓ percent of the funds, supporting the reasonableness of Class Counsel's request here. *See Davis*, No. 21-cv-00533-KKE (W.D. Wash. May 19, 2025), Doc. 150 (awarding 33⅓ percent of $32.5 million settlement fund); *Rogowski*, 2023 WL 5125113, at *5 (awarding 33⅓ percent of $325 million settlement fund); *Niewinski*, 2024 WL 4902375, at *5 (awarding 33⅓ percent of $65 million settlement fund); *Vogt*, 2021 WL 247958, at *3 (approving fee of 33⅓ percent of judgment fund of $38.84 million plus post-judgment interest); *Karr v. Kansas City Life Ins. Co.*, No. 1916-CV26645 (Mo. Cir. Ct. Aug. 24, 2023) & *id.* at Amended Judgment (Feb. 10, 2025) (awarding 33⅓ percent of judgment fund of over $48 million); *Sheldon v. Kansas City Life Ins. Co.*, No. 1916-CV26689 (Mo. Cir. Ct. Feb. 13, 2024) & *id.* at Amended Judgment (Jan. 16, 2025) (awarding 33⅓ percent of the over $6 million judgment fund).

---

fees"); *Ray v. Lundstrom*, Nos. 8:10CV199, 4:10CV3177, 8:10CV332, 2012 WL 5458425, at *4-5 (D. Neb. Nov. 8, 2012) (awarding one-third of $3.1 million fund in fees); *Brehm v. Engle*, 2011 U.S. Dist. LEXIS 35127, at *6 (D. Neb. Mar. 30, 2011) (awarding one-third of $340,000 settlement fund in fees); *Kelly v. Phiten USA, Inc*., 277 F.R.D. 564, 571 (S.D. Iowa 2011) (awarding fees of 33% of the settlement); *see also In re Xcel Energy, Inc., Sec., Derivative & "ERISA" Litig.*, 364 F. Supp. 2d 980, 998 (D. Minn. 2005) (listing various settlements, including *In re Select Comfort Corp. Sec. Litig.*, 2003 U.S. Dist. LEXIS 26409 (D. Minn. Feb. 28, 2003) (awarding 33.3% of the $5,750,000 settlement) and *In re Control Data Sec. Litig.*, No. 85-1341 (D. Minn. Sept. 23, 1994) (awarding 36.96% of $8 million fund)); *Tussey v. ABB, Inc.*, No. 06-CV-04305-NKL, 2019 WL 3859763, at *4 (W.D. Mo. Aug. 16, 2019) (awarding one-third of $55 million fund).

12. Based on our decades of experience prosecuting class actions, we can say confidently that this litigation was unlike most class actions because of its multi-jurisdictional character. Ordinarily, a class action is venued in one jurisdiction and class counsel need only contend with one set of defenses and persuade one district judge and jury of their position. Here, we instead prosecuted separate cases against KCL presided over by several different and independently minded judges in four different jurisdictions and three different juries. That presented unique risks to Class Counsel and required exponentially more effort than a consolidated multi-state class action.

13. In each case KCL mounted a comprehensive and independent defense, requiring an equally forceful prosecution by Class Counsel. KCL retained and was represented by several lawyers from large and well-resourced law firms. Moreover, in undertaking such a substantial commitment on behalf of the Settlement Class, Class Counsel assumed significant risk because the claims were difficult and complex, with complicated damages and statute of limitations issues, in particular. For example, as *Meek* demonstrated, the failure or inability to prove tolling to recover damages suffered outside the limitations period has a substantial impact on damages because KCL's COI rates generally contained the highest percentages of allegedly impermissible factors in early policy years, and significant harm resulting from KCL's failure to lower the COI rates in the face of improved expected future mortality also occurred outside the limitations period. Likewise, additional class action jury trials would be inherently risky, as demonstrated by the three jury trials that have already occurred. In the *Karr* and *Sheldon* jury trials, full damages were awarded by the juries, but in the *Meek* trial the jury awarded less than the amount sought and the Court decertified most of the class following trial.

14. Further, KCL's defenses have continued to evolve, and KCL had disclosed four entirely different experts in *Fine* than those used in prior cases, including experts on economic damages modeling; actuarial science, pricing, and mortality improvement; and insurance regulation, that KCL relied on to challenge class certification, Mr. Witt's damages calculations, and policy interpretation, with new or evolved arguments. In addition, KCL obtained declarations from its sales agents describing the sales process and urging the court to consider this extrinsic evidence as relevant to policy interpretation and to the propriety of class certification.

15. Furthermore, absent settlement, the issue of policy interpretation would soon have been before the Ninth Circuit for the first time in *Fine*. While Class Counsel have been successful in obtaining interpretations of KCL's policies favorable to policyholders, other cases against insurance companies involving similar claims have not been successful.[2] Indeed, the disagreement among jurists over the central issue of policy interpretation places a clear emphasis on the risks to Class Counsel here. When Class Counsel commenced litigation against KCL in 2019, the meaning of the COI provision had been allegedly resolved in favor of insurance company defendants by the only precedential federal appellate court decision on the meaning of COI rates provisions. *See Norem*, 737 F.3d at 1150 ("neither the dictionary definitions nor the common understanding of the phrase 'based on' suggest that [the insurer] is prohibited from considering factors beyond sex, issue age, policy year, and payment class when calculating its COI rates."). We represented the policyholders in that case, and in another Seventh Circuit case, all on a contingent basis, through class certification, summary judgment, and two full appeals. The Seventh Circuit affirmed summary judgment in favor of the insurance companies and we ultimately recovered nothing

[2] *See Slam Dunk I, LLC v. Conn. Gen. Life Ins. Co.*, 853 F. App'x 451 (11th Cir. 2021); *Advance Trust & Life Escrow Services, LTA v. Protective Life Ins. Co.*, 93 F.4th 1315 (11th Cir. 2024); *Norem v. Lincoln Benefit Life Ins. Co.*, 737 F.3d 1145 (7th Cir. 2013).

despite thousands of hours of work. Many firms might have given up on the theory here after such a stinging defeat. We did not. We commenced the litigation against KCL even before ultimately obtaining the favorable appellate decision in the Eighth Circuit in *Vogt v. State Farm Life Insurance Company*. Thus, representing the Settlement Class on a contingency fee basis created a high degree of risk to Class Counsel.

16. As set forth in Mr. Stueve's prior Declaration, discovery in each of the cases was intense, with multiple rounds of written discovery, depositions, discovery disputes and motions practice. KCL produced over 265,000 pages of documents. Class Counsel took 27 depositions of KCL's employees and experts and defended five plaintiff depositions and five depositions of Mr. Witt. We endeavored to be and were efficient where possible. We worked with the same testifying expert, Scott Witt, across all the cases. We strategically limited the number of times we deposed KCL's experts. Our efforts at efficiency can be put in contrast to how KCL strategically treated each case as a wholly separate litigation. For example, KCL deposed Mr. Witt five times and took five depositions of named plaintiffs.

17. Nonetheless, even with these efficiencies, it was necessary to spend an extraordinary amount of time on the litigation. For example, although using the same expert produced beneficial efficiencies and consistency, each case nonetheless required individual analysis of millions of data points to produce each class-wide damages model. We worked extensively with Mr. Witt to prepare each model and subject each to comprehensive testing procedures and analyses. That work was crucial to our representation of the Settlement Class—although KCL filed several motions to exclude Mr. Witt's opinions, none were granted, and the model we developed with Mr. Witt stood up to extensive scrutiny.

18. Our investment of labor and expenses certainly substantially limited the other work we were able to take on over the course of the litigation, especially in the face of a larger defense team with substantial resources. Given the size of our firms, that was a significant risk for us to take on a purely contingent basis. There were certainly less risky cases we could have devoted those resources to, where either liability or damages or both were more certain or where the claims had been advanced by a government investigation or public admissions. We nonetheless dedicated our resources to these cases because we believed in the claims and representation of these clients.

19. Despite the work required and mounting risk in light of KCL's escalating, multi-jurisdictional defense, Class Counsel did not waver in their efforts on behalf of the Settlement Class. Class Counsel pushed KCL for the best possible settlement, which included several unsuccessful mediations. Importantly, the ultimate terms were only negotiated after briefing completed in *Fine* on the parties' summary judgment motions, KCL's motion to exclude Mr. Witt, and two motions for sanctions and remedial relief that were the subject of a half-day hearing in front of the Magistrate Judge.

20. We believe the Settlement is in the best interests of the Settlement Class given the risks and delay of further litigation. Based on our estimates, the Settlement Fund represents a material portion of the alleged damages, including exceeding the alleged damages within the nominal statute of limitations periods. Even setting aside the risks on policy interpretation, proving and recovering the entire overcharge was highly uncertain because of the broad range of potential recoveries at trial. Even going to trial with a favorable policy interpretation, Plaintiffs could have recovered nothing or even just a modest amount more than the Settlement provides.

21. We are also familiar with the overall landscape of COI overcharge litigation, particularly the more challenging cases attacking the initial rate setting by insurance companies

(as compared to challenges to later rate increases). It is not unusual in potential large damages cases for litigation to produce competing counsel offering to represent the putative class. But that was not the case here. Even though the claims here existed in the early 1980s when the first alleged overcharges occurred and over 88,000 policies have been sold nationwide, our firms are the *only* lawyers I am aware of who have sued KCL for these claims. It is also extremely rare for a class action to go to trial. Nonetheless we tried *Karr*, *Meek*, and *Sheldon* as class actions, two through appeals, and we were on the precipice of a class action trial in *Fine* at the time of the Settlement. As noted, KCL's defense never diminished during the ongoing litigation, and we have little doubt that the high risk and complex, technical nature of the claims deterred other lawyers from filing claims.

22. Our firms track and set hourly rates on a non-contingent basis and attest that the rates reflected in Appendix A charged by the lawyers and staff in our firms are reasonable, based on each person's position and experience level. We further affirm that the rates submitted with this Declaration are based on rate scales, as annually adjusted, submitted to and approved by many courts across the country.[3]

[3] *See O'Dell v. Aya Healthcare, Inc.*, No. 22cv1151-CAB-MMP (S.D. Cal. Oct. 15, 2024), Doc. 136 at 8 (approving as reasonable Stueve Siegel Hanson's 2024 hourly rates); *id.* at Doc. 107-2, ¶ 23 (setting forth hourly rates); *Clemens v. ExecuPharm, Inc.*, No. 20-3383 (E.D. Pa. Oct. 1, 2024), Doc. 67 at 8 (finding Stueve Siegel Hanson's 2024 hourly rates for Mr. Siegel of $1,325 reasonable, among other billing rates, as part of lodestar analysis); *id.* at Doc. 64-2, ¶ 26 (setting forth hourly rates); *Niewinski*, No. 23-cv-4159 (W.D. Mo. Apr. 1, 2024), Doc. 36 at 9 (approving as part of lodestar crosscheck analysis Class Counsel's 2024 hourly rates of up to $1,325 for partners, $825 for associates, and $350 for paralegals); *id.* at Doc. 29-1 at ¶ 30; *id.* at Doc. 33-2 at ¶ 4; *Armstrong v. Kimberly-Clark Corp.*, No. 3:20-cv-03150-M, 2024 WL 1123034, at *6 (N.D. Tex. Mar. 14, 2024) (approving as part of lodestar crosscheck analysis Stueve Siegel Hanson's 2023 hourly rates of up to $1,225 for partners, $675 for associates, and $350 for paralegals); *id.* at Doc. 123-1 (setting forth hourly rates); *Rogowski*, 2023 WL 5125113, at *5 n.8 (approving as part of lodestar crosscheck analysis Class Counsel's 2023 hourly rates of up to $1,125 for partners, $700 for associates, and $340 for paralegals); *id.* at Doc. 59-1 at Appendix A; *id.* at Doc. 63-2 at ¶ 4; *In re Cap. One Consumer Data Sec. Breach Litig.*, MDL No. 1:19-md-2915 (AJT/JFA), 2022

23. Further, although we infrequently accept non-contingent work, the rates reported here track the rates we charged to hourly-paying clients that retain us for hourly work. Based on Class Counsel's collective experience and knowledge of the legal market, including the market for hiring lawyers engaged in complex litigation, the rates reflected in the table at Appendix A are comparable to the rates charged by other law firms with similar levels of experience, expertise, and reputation, for services in complex litigation in the nation's leading legal markets. Class Counsel's hourly rates reflect their national practices specializing in complex, high-risk class action and large consumer cases, and are the rates we customarily apply in these types of cases.

WL 17176495, at *5 (E.D. Va. Nov. 17, 2022) (finding reasonable as part of lodestar crosscheck analysis Stueve Siegel Hanson's 2022 hourly rates of up to $1,025 for partners, $625 for associates, and $315 for paralegals,); *id.* at Doc. 2231-1 at 35 (setting forth hourly rates); *Hays v. Nissan N. Am. Inc.*, No. 4:17-CV-0353-BCW (W.D. Mo. Sept. 30, 2022), Doc. 138 at ¶ 5 (approving rates of $1,125 for partners, $695 for associates, $340 for paralegals); *id.* at Doc. 135-2, ¶ 8 (setting forth hourly rates); *Jackson County v. Trinity Industries*, No. 1516-CV23684, at *4 (Mo. Cir. Ct. Jackson Cty., Aug. 30, 2022) (approving blended hourly rate of $662 for Class Counsel); *Yellowdog Partners, LP v. CURO Group Holdings Corp.*, No. 18-cv-2662-JWL-KGG (D. Kan. Dec. 18, 2020), Doc. 107, at 1-3 (approving the motion for attorneys' fees); *id.* at Doc. 99-14 at 2 (setting forth Stueve Siegel Hanson's 2020 rates); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800-TWT, 2020 WL 256132, at *39 (N.D. Ga. Mar. 17, 2020) (approving, *inter alia*, partner rates ranging from $935 (for Mr. Siegel) to $1050 per hour), *aff'd in relevant part*, 999 F.3d 1247 (11th Cir. 2021); *Larson*, 2018 WL 8016973, at *6 (approving Class Counsel's then-current hourly rates of up to $895 for partners, $550 for associates, and $275 for paralegals as part of lodestar crosscheck analysis); *Hapka v. Carecentrix, Inc*., No. 2:16-cv-02372-KGG (D. Kan. Feb. 15, 2018), Doc. 103 at 3-4 (approving Stueve Siegel Hanson's then-current hourly rates of up to $865 for partners, $475 for associates, and $275 for paralegals as part of lodestar crosscheck analysis); *id.* at Doc. 95-2 at ¶¶ 22-23; *Criddell v. Premier Healthcare Services, LLC*, No. 16-cv-05842-R-KS (C.D. Cal. Jan. 16, 2018), Doc. 64 (approving Stueve Siegel Hanson's then-current hourly rates for partner of $825, for associate of $395, and for paralegal of $245); *id.* at Doc. 59-2 at ¶ 10; *Spangler v. Nat'l Coll. of Tech. Instruction*, No. 14-cv-03005-DMS (RBB), 2018 WL 846930, at *2 (S.D. Cal. Jan. 5, 2018) (approving Stueve Siegel Hanson's 2016 hourly rates of up to $825 for partners and up to $525 for associates).

24. Using these hourly rates, and the hourly rates reported by local counsel in *Fine* and *McMillan*, the lodestar for the work performed in *Fine*, *McMillan*, and the *van Zanten* cases as of October 1, 2025, is $13,376,310 (13,739.4 hours).[4]

25. As of October 1, 2025, our firms and local counsel firms have advanced $641,712.45 in unreimbursed expenses on behalf of the Settlement Class. Appendix B contains a summary of the expenses by category. These were reasonably and necessarily incurred to prosecute the litigation. Of this amount, $185,063 is for unreimbursed expenses incurred in *Meek*. These expenses were advanced by Class Counsel in pursuing the claims of Kansas policyholders through trial, over half of whom were removed from the class pursuant to the Court's partial decertification order after the trial. *See Meek*, No. 4:19-cv-00472-BP (W.D. Mo. June 20, 2023), Doc. 329 (partially decertifying class to remove claims for COI or expense deductions suffered prior to June 18, 2014, and to remove policyholders who did not suffer COI or expense deductions on or after June 18, 2014). Class Counsel sought reimbursement for only half of their actually incurred expenses in *Meek* in recognition of the amount of the recovery in that case and the fact that over half of the policyholders were removed from the class. *See id.* at Doc. 384 at 28. However, policyholders removed from the *Meek* class will now receive Settlement benefits as Settlement Class Members, and Settlement Class Members who remained in the *Meek* class will receive consideration under the Settlement for claims for COI and expense deductions suffered prior to June 18, 2014. *See* Doc. 34-3 (proposed distribution plan). Accordingly, Class Counsel request reimbursement of their unreimbursed expenses incurred in *Meek*.

[4] Class Counsel will provide the underlying billing records for the Court's review if requested to do so.

26. As discussed above, Class Counsel bore the risk of litigating this action entirely on a contingent basis for years. There are numerous examples where counsel in contingency fee cases have worked thousands of hours and advanced substantial sums of money, only to receive no compensation. From personal experience, Class Counsel are fully aware that despite the most vigorous and competent of efforts, a law firm's success in contingent litigation on behalf of a class is never guaranteed. Despite this, Class Counsel have ensured that sufficient attorney resources were dedicated to prosecuting the claims. They have also ensured sufficient funds were available to advance the expenses required to pursue and complete such complex litigation. Class Counsel's investment of this amount of hard costs demonstrates our commitment, as well as the risk we were willing to take in prosecuting the case and advancing the Settlement Class Members' claims. This extraordinary investment of labor and expenses necessarily hampered our ability to take on other significant work.

27. The four Plaintiff class representatives—Peter van Zanten, Dwain Vittetoe, Robert Fine, and Larry McMillan—were not only negatively impacted by the contractual breaches here but also provided key support to the litigation. Each Plaintiff assisted Class Counsel with the specifics of their policies, helped to develop and review the factual allegations in their complaints, worked with Class Counsel to advance the litigation on behalf of themselves and all members of the Settlement Class, and provided key guidance with respect to the Settlement. In addition, Plaintiffs Fine and McMillan responded to numerous interrogatories and document requests served by KCL, and both prepared for their depositions and were deposed by KCL's counsel for a full day in what were highly adversarial and contentious depositions. All Plaintiffs' efforts materially advanced the litigation and protected the Settlement Class's interests. Without their willingness to represent the Settlement Class, the Settlement could not have been achieved.

28. Based on the significant recovery for the Settlement Class and the substantial risks faced by Class Counsel, Class Counsel respectfully submits that the Court should award attorneys' fees of one-third of the $40 million portion of the Settlement Fund allocated to the Settlement Class, reimbursement of current unreimbursed expenses in the amount of $641,712.45 (subject to being updated before the final approval hearing), and service awards of $25,000 each for Plaintiffs Fine and McMillan and $10,000 each for Plaintiffs van Zanten and Vittetoe.

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

Executed this 3rd day of October, 2025.

John J. Schirger

Patrick J. Stueve

APPENDIX A

Stueve Siegel Hanson LLP Lodestar
Through October 1, 2025

Timekeeper	Position	Hours	Rate	Total
Campbell, Michelle	Paralegal	254.20	$400.00	$101,680.00
Cervantes, Katrina	Paralegal	1.20	$375.00	$450.00
Edwards, Tanner	Associate	3.40	$750.00	$2,550.00
Hickey, David	Senior Counsel	2,386.30	$875.00	$2,088,012.50
Hicks, Bronwen	Staff	6.00	$350.00	$2,100.00
Kane, Jordan	Associate	5.20	$675.00	$3,510.00
Lange, Ethan	Partner	1,971.50	$1,025.00	$2,020,787.50
Perez, Cheri	Staff	4.90	$375.00	$1,837.50
Perkins, Lindsay	Partner	1,054.90	$1,050.00	$1,107,645.00
Siegel, Norman	Partner	3.20	$1,425.00	$4,560.00
Stueve, Benjamin	Associate	60.80	$675.00	$41,040.00
Stueve, Patrick	Partner	642.80	$1,425.00	$915,990.00
Walters, Stephanie	Associate	46.00	$875.00	$40,250.00
Wilders, Bradley	Partner	1,178.40	$1,250.00	$1,473,000.00
Williams, Sheri	Staff	14.60	$350.00	$5,110.00
Zainulbhai, Yasmin	Senior Counsel	1.90	$850.00	$1,615.00
Totals		**7,635.30**		**$7,810,137.50**

Schirger Feierabend LLC Lodestar
Through October 1, 2025

Timekeeper	Position	Hours	Rate	Total
John J. Schirger	Attorney	1,914.7	$1,250	$2,393,375.00
Joseph M. Feierabend	Attorney	1,488.7	$1,100	$1,637,570.00
Olivia Bess-Rhodes	Attorney	1,101.6	$500	$550,800.00
Cara E. Duryea	Paralegal	346.0	$275	$95,150.00
Katherine A. Feierabend	Attorney	169.9	$800	$135,920.00
Elijah P. Bunde	Attorney	84.3	$650	$54,795.00
Matthew W. Lytle	Attorney	293.5	$875	$256,812.50
Molley Stainbrook	Paralegal	207.2	$225	$46,620.00
Totals		**5,605.9**		**$5,171,042.50**

Palmer Hunter & Hall Lodestar (local counsel in *Fine*)

Timekeeper	Position	Hours	Rate	Total
Palmer, Scott	Partner	329.4	$750.00	$294,300
Hunter, Katelyn B.	Partner	157.5	$600.00	$94,500
Totals		**486.9**		**$388,800.00**

Joseph Greenwald & Laake Lodestar (local counsel in *McMillan*)

Timekeeper	Position	Hours	Rate	Total
Nannis, Veronica B.	Partner	10.3	$600.00	$6,180.00
Ostalaza, Peaches	Law Clerk	1.0	$150.00	$150.00
Totals		**11.3**		**$6,330.00**

APPENDIX B

Stueve Siegel Hanson LLP Expenses
Through October 1, 2025

Expense Category	Amount
Outside Print & Copy	$8,138.12
Internal Print & Copy	$14,693.00
Court Fees	$1,737.20
Postage/Fed Ex/Delivery	$2,941.56
Travel/Lodging/Meals	$48,152.00
Transcript/Video	$59,566.10
Expert/Consultants	$99,150.75
Process Servers	$961.20
Arbitrators/mediators	$1,199.76
Online Legal Research	$170,673.75
Hosting/Data Storage	$7,862.23
Class Notice/Class Communication	$7,013.93
Ground Transportation	$5,060.37
Total	**$427,149.97**

Schirger Feierabend LLC Expenses
Through October 1, 2025

Expense Category	Amount
Expert Fees	$99,195.81
Online Legal Research	$42,098.04
Photocopy Charges	$1,380.45
Transcription Fees	$15,294.37
Travel Expenses	$39,759.19
Hosting/Data Storage	$10,429.57
Filing/Process Fees	$3,560.08
Courier/Mailing Fees	$934.37
Mediation Fees	$762.00
Total	**$213,413.88**

Palmer Hunter & Hall Expenses (local counsel in *Fine*)

Expense Category	Amount
Travel & Meals	$232.58
Total	**$232.58**

Joseph Greenwald & Laake Expenses (local counsel in *McMillan*)

Expense Category	Amount
Print & Copy	$1.50
Delivery	$110.00
Court Filing Fees	$300.00
Pro Hac Fee	$100.00
Service Fee	$402.00
Online Legal Research	$2.52
Total	**$916.02**

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE WETERN DISTRICT OF MISSOURI
WESTERN DIVISION

PETER M. VAN ZANTEN, DWAIN E. VITTETOE, ROBERT R. FINE, and LARRY A. MCMILLAN, Individually and On Behalf Of All Others Similarly Situated,	)	
Plaintiff,	)	Case No. 25-00095-CV-W-BP
vs.	)	
KANSAS CITY LIFE INSURANCE COMPANY,	)	
Defendant.	)	

DECLARATION OF RICHARD W. SIMMONS OF ANALYTICS CONSULTING LLC REGARDING IMPLEMENTATION OF NOTICE PLAN

I, Richard W. Simmons, have personal knowledge of the facts and opinions set forth herein, and I believe them to be true and correct to the best of my knowledge. If called to do so, I would testify consistently with the statements set forth in this Declaration. Under penalty of perjury, I state as follows:

SCOPE OF ENGAGEMENT

1. I am the President of Analytics Consulting LLC ("Analytics")[1]. My company is one of the leading providers of class and collective action notice and claims management programs in the nation. It is my understanding that Analytics' class action consulting practice, including the design and implementation of legal notice campaigns, is the oldest in the country. Through my work, I have personally overseen court-ordered class and collective notice programs in more than

[1] In October 2013, Analytics Consulting LLC acquired Analytics, Incorporated. I am the former President of Analytics, Incorporated (also d/b/a "BMC Group Class Action Services"). References to "Analytics" herein include the prior legal entity.

3,000 matters. In its Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement on July 14, 2025 (the "July 14, 2025 Order"), the Court approved the Class Notice Plan (the "Notice Plan" or "Plan") proposed in the Settlement Agreement in *van Zanten v. Kansas City Life Insurance Company*, Case No. 25-00095-CV-W-BP. Subsequently, Class Counsel retained Analytics to implement the Notice Plan, including the mailing of the Class Notice to all known Class Members and the maintenance of a toll-free hotline, settlement website, and dedicated email address to assist Class Members with questions regarding the Settlement.

2. My firm performed the services described herein under my supervision and I submit this Declaration to provide the Court with proof of the dissemination of the Court-approved Notices.

Mailing of the Notice

3. Analytics received from Counsel a class list identifying 91,646 policies owned by 81,713 Class Members.

4. In preparation for this mailing, mailing addresses were updated using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS")[2]; certified via the Coding Accuracy Support System ("CASS")[3]; and verified through Delivery Point Validation ("DPV").[4] This ensured that all appropriate steps were taken to send Class Notices to current and valid addresses.

[2] The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and last known address.

[3] The CASS is a certification system used by the USPS to ensure the quality of ZIP +4 coding systems.

[4] Records that are ZIP +4 coded are then sent through Delivery Point Validation ("DPV") to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

5. Analytics formatted the Class Notice and caused it to be printed, personalized with the name and address of each Class Member, posted for First-Class Mail, postage prepaid, and delivered on August 28, 2025, to the USPS for mailing. A copy of the Class Notice as mailed is attached as **Exhibit A**.

6. On August 29, 2025, Analytics was informed by the Parties that the Class Data provided by Defendant inadvertently excluded 865 policies belonging to 818 Class Members. Analytics imported these additional records into the database and mailed the Notice to the 818 additional Class Members that day.

7. Analytics requested that the USPS return (or otherwise notify Analytics) of Class Notices with undeliverable mailing addresses. To date, 13,456 Notices were returned as undeliverable. Analytics was able to locate updated addresses for 6,349 of these Class Members and subsequently processed a re-mail to the affected records. This research was performed using Experian's TrueTrace and Metronet Databases, research tools that draw upon Experian's credit reporting database as well as additional third-party sources.[5] As of the date of this Declaration, Notice has been successfully delivered to 75,424 Class Members, representing 91.4% of the Settlement Class (75,424 Delivered Notices / (81,713 + 818) Class Members).

RESPONSE MECHANISMS

Toll-Free Phone Support

8. To support the mailing of the Class Notice, Analytics maintained a toll-free telephone number for this Action, 1-855-493-7460. This toll-free telephone line connects callers

[5] TrueTrace draws on Experian's consumer credit database of more than 200 million consumers and 140 million households, and through third party sources (Clarity's alternative payday information and Experian RentBureau property management database) provides access to 100 million thin-file and underbanked consumers. Experian's Metronet database provides data regarding 215 million consumers in 110 million living units across United States.

with an Interactive Voice Recording ("IVR"). By calling this number, Class Members are able to listen to pre-recorded answers to Frequently Asked Questions ("FAQs") or request to have a Notice mailed to them. The toll-free telephone line and IVR have been available 24 hours a day, 7 days a week.

9. In addition, Monday through Friday from 8:30 a.m. to 5:00 p.m. Central Time (excluding official holidays), callers to the toll-free telephone line are able to speak to a live operator regarding the status of this Action and/or obtain answers to questions they may have about the Class Notice. During other hours, callers may request a call back which is automatically queued to the next business day.

Email Support

10. Class Members could also email a dedicated email address - kclcoisettlement@noticeadministrator.com with questions regarding the Settlement. This email is featured prominently on the Settlement Website.

Settlement Website

11. Prior to the distribution of the Class Notices, Analytics established an informational website (www.kclcoisettlement.com) to provide information to Class Members regarding the litigation and Settlement, guided by an intent to keep Class Members fully informed. The home page content is simplified and streamlined, so that specific prominent language directs Class Members to particular content areas, such as Frequently Asked Questions, Important Deadlines, and Case Documents.

12. In order to ensure accessibility to information regarding the Settlement to all Class Members, the design and implementation of the website for this Settlement was compliant with

ADA Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220).

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

Dated: October 2, 2025

Richard W. Simmons
President
Analytics Consulting LLC

Exhibit A

ABC1234567890 Claim Number: 1111111

JOHN Q CLASSMEMBER
123 MAIN ST
APT 1
ANYTOWN, ST 12345

Dear Class Member,

You have been sent this Class Notice of Kansas City Life Insurance Company Cost of Insurance Class Action Settlement (the "Class Notice") because you were identified as a Settlement Class Member in the class action lawsuit, *van Zanten and Vittetoe v. Kansas City Life Insurance Company*, pending in the United States District Court for the Western District of Missouri, Case No. 4:25-cv-00095-BP. This Class Notice summarizes a recent Settlement that impacts your rights. A full description of the Settlement is contained in the Settlement Agreement, which includes the precise definitions of capitalized terms used in this Class Notice. The Settlement Agreement is available for you to read at www.kclcoisettlement.com. Please read it and this Class Notice carefully to understand your rights and obligations under the Settlement.

Records provided by Kansas City Life Insurance Company indicate that you are currently the owner or were the owner at the time of termination of a Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Century II, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LewerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96), that was active on or after January 1, 2002. Throughout this Class Notice, Kansas City Life Insurance Company is referred to as "KCL."

The Settlement involves the Cost of Insurance that KCL deducted from the cash values, accumulated values, or contract values of these life insurance policies. The Settlement provides that KCL will fund a Settlement Fund in the amount of $40 million, which will be used to pay (1) cash to Settlement Class Members; (2) Class Counsel's attorneys' fees and expenses in an amount to be approved by the Court; (3) any service awards to Plaintiffs in an amount to be approved by the Court; and (4) the expenses incurred in administering the Settlement.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI

If You Own or Owned a KCL Flexible Premium Adjustable Life Insurance Policy, a Class Action Lawsuit May Affect Your Rights

A COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.
YOU ARE NOT BEING SUED.

- A Settlement was reached with KCL in a class action lawsuit about the Cost of Insurance applied to these policies. If the Settlement is approved by the Court, you will automatically receive a payment. No further action is required.
- The Settlement includes current and former owners of Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Century II, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LewerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96) policies that were active on or after January 1, 2002 (*see* Questions 4 & 5 below).
- As part of the Settlement, Settlement Class Members will be eligible to receive a portion of a cash Settlement Fund funded by KCL; the total Settlement Fund available to members of the Settlement Class is $40 million (*see* Question 7 below).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Automatically receive your share of the Settlement Fund
ASK TO BE EXCLUDED	Get no benefits from the Settlement and preserve your right to separately sue KCL about the claims in this case
OBJECT	Write to the Court if you don't like the Settlement
GO TO A HEARING	Make a request to speak in Court about the fairness of the Settlement

- These rights and options—and the deadlines to exercise them—are explained in this Class Notice.
- The Court in charge of this case still must decide whether to provide final approval of the Settlement. Settlement checks will be automatically issued to each Settlement Class Member if the Court approves the Settlement and after any appeals are resolved. **You do not need to take further action to receive payment if you are eligible under the Settlement. Please be patient.**

1. Why did I get this Class Notice?

KCL's records show that you own or owned a flexible premium adjustable life insurance policy issued by KCL (or were identified as the legal representative of such an owner) that was active on or after January 1, 2002. A Court authorized this Class Notice because you have a right to know about the proposed Settlement and all your options before the Court decides whether to approve the Settlement. This Class Notice explains the lawsuit, the Settlement, and your legal rights.

United States Chief District Judge Beth Phillips of the United States District Court for the Western District of Missouri is overseeing this case. The case is known as *van Zanten and Vittetoe v. Kansas City Life Insurance Company*, Case No. 4:25-cv-00095-BP. The people who sued, Peter M. van Zanten, Dwain E. Vittetoe, Robert R. Fine, and Larry A. McMillan, are called the "Plaintiffs." Kansas City Life Insurance Company is the Defendant and is referred to as "KCL" in this Class Notice.

The following is only a summary of the Settlement. A full description of the Settlement is in the Settlement Agreement. Nothing in this Class Notice changes the terms of the Settlement Agreement. You can read the Settlement Agreement by visiting www.kclcoisettlement.com.

2. What is this lawsuit about?

This lawsuit is about whether KCL's Cost of Insurance deductions were consistent with the policy language in the flexible premium adjustable life insurance policies issued by KCL ("Policies"). The Policies have a cash value, accumulated value, or contract value ("Accumulated Value") that earns interest or investment returns. The Policies expressly authorize KCL to take a Monthly Deduction from the Accumulated Value each month.

Plaintiffs allege that KCL violated the Policies in three different ways.

- First, the Policies state that the Cost of Insurance Rates used to calculate monthly Cost of Insurance Charges will be determined by KCL based on its expectations as to future mortality experience. Plaintiffs allege that KCL impermissibly used unauthorized and undisclosed non-mortality factors to determine the Cost of Insurance Rates.
- Second, Plaintiffs allege KCL failed to reduce its Cost of Insurance Rates when KCL's expectations as to future mortality experience improved.
- Third, while the Policies provide for a separate Monthly Expense Charge, Plaintiffs allege that KCL exceeds the fixed amount of this charge by using its expenses when determining Cost of Insurance Rates.
- Plaintiffs also allege KCL's actions relating to deductions from policy owners' Accumulated Values make it liable for conversion.

KCL denies all of Plaintiffs' claims, and asserts that, at all times, it complied with the plain language of the Policies.

You can read Plaintiffs' Amended Class Action Complaint, KCL's Answer, and other relevant documents at www.kclcoisettlement.com.

3. What if I received another notice about a similar class action lawsuit?

There have been other cases filed against KCL regarding the allegations described in Question 2 including:

- Karr v. Kansas City Life Insurance Co.
- Meek v. Kansas City Life Insurance Co.
- Sheldon v. Kansas City Life Insurance Co.
- Fine v. Kansas City Life Insurance Co.
- McMillan v. Kansas City Life Insurance Co.

The first two cases (Karr and Meek) are separate from this case. If you were a class member in either of those cases, you should have received a separate notice and may have been entitled to, or have already received, a payment. You may also be entitled to a payment as part of this settlement for alleged overcharges that occurred outside the period of time covered by the outcome in those two cases. The third case (Sheldon) is subject to a settlement being overseen by another judge and members of that class should receive a separate notice of settlement. The last two cases (Fine and McMillan) will be resolved as part of this settlement if it is approved by the Court.

If you do not want to participate in this settlement and want to exclude yourself from this class, as it is described in Question 1, you must follow the exclusion requirements described in Question 11, even if you asked to be excluded and were excluded in one or more of the other cases. Otherwise, you will be bound by the terms of this settlement if it is approved.

If you want to receive a payment if this settlement is approved and you are a member of the class described in Question 1, you don't have to take any action.

If you have any questions about your membership in any of the classes, please contact class counsel.

4. Why is there a Settlement?

The Parties negotiated the Settlement with an understanding of the factual and legal issues that would affect the outcome of these lawsuits. During the lawsuits, Plaintiffs, through their attorneys, thoroughly examined and investigated the facts and the law relating to the issues in these cases.

Plaintiffs believe that the final outcome of the lawsuit and the other lawsuits identified in Question 3, if they were to proceed through trial and appeals, is uncertain. A settlement avoids the costs and risks of further litigation and provides immediate relief to the Settlement Class Members. Based on their evaluation of the facts and law, Plaintiffs and their attorneys have determined that the proposed Settlement is fair, reasonable, and adequate. They have reached this conclusion based on the substantial benefits the Settlement provides to Settlement Class Members and the risks, uncertainties, and costs inherent in the lawsuit.

While there were trials in the *Meek, Karr,* and *Sheldon* cases, there have been no trials or final appellate determinations on the merits of the claims or defenses in this lawsuit or the other lawsuits. There will be no trial or final determination on the merits of the remaining claims and defenses if the Court approves the Settlement. The Settlement does not indicate that KCL has done anything wrong or that Plaintiffs and the Settlement Class Members would win or lose if this lawsuit or any of the other lawsuits were to go to trial.

5. Who is included in the Settlement Class?

The Settlement Class includes all persons or entities who own or owned one of the approximately 88,000 Policies issued by KCL. "Policies" means all Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Century II, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LewerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, or Ultra 20 (96) life insurance policies issued by KCL that were active on or after January 1, 2002, except for the Century II life insurance policies issued by KCL in the state of Missouri that were active on or after January 1, 2002. A Policy includes all applications, schedules, riders, and other forms that were specifically made a part of the Policy at the time of issue, plus all riders and amendments issued later. Policies include everything that was part of "The Policy," as that term is defined in your Policy or Policies.

A separate settlement class covers all persons or entities who own or owned a Century II life insurance policy issued by KCL in the state of Missouri. This class is called the *Sheldon* class and their claims were part of a verdict that was on appeal at the time of the settlement. That settlement is being overseen by the Hon. Marty Seaton in the 16th Circuit Court of Jackson County, Missouri. If you own or owned a Century II policy issued in the state of Missouri, you should receive a separate notice setting out your rights and obligations related to that settlement. If you owned both a Century II policy issued in Missouri and another one of the policies listed above, you could be part of both settlement classes.

You are **not** part of the Settlement Class if you are KCL; any entity in which KCL has a controlling interest; any of the officers, employees, or board of directors of KCL; the legal representatives, heirs, successors, and assigns of KCL; anyone employed with Plaintiffs' counsel's law firms; or any Judge to whom this Action or Related Action is assigned or his or her immediate family.

If someone who would otherwise be a Settlement Class Member is deceased, his or her estate is a Settlement Class Member.

6. How can I confirm that I am in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you can get free help at www.kclcoisettlement.com, by calling (855) 493-7460, or by emailing kclcoisettlement@noticeadministrator.com.

7. What does the Settlement provide?

KCL has agreed to fund a Settlement Fund of which $40 million will be used to pay (1) all payments to Settlement Class Members; (2) Class Counsel's attorneys' fees and expenses in an amount to be approved by the Court; (3) any service awards to Plaintiffs (Peter M. van Zanten, Dwain E. Vittetoe, Robert R. Fine, and Larry A. McMillan) in an amount to be approved by the Court; and (4) the expenses incurred in administering the Settlement. The Net Settlement Fund equals $40 million less the amounts described in (2) through (4) as approved by the Court.

If the Court approves the Settlement, settlement checks will be mailed to Settlement Class Members in amounts that will vary according to a Distribution Plan. The Distribution Plan is designed to provide each Settlement Class Member an approximate pro rata portion of the Net Settlement Fund in proportion to the amount of Cost of Insurance charges actually paid by each Settlement Class Member. There will also be a minimum cash payment and more paid where a Settlement Class Member's Policy is still in force.

The full Distribution Plan is attached to Plaintiffs' Motion Pursuant to Rule 23(e) for Preliminary Approval of Class Action Settlement and to Permit Issuance of Notice to Settlement Class and is available at www.kclcoisettlement.com.

You should consult your own tax advisors about the tax consequences of the proposed Settlement, including any benefits you may receive and any tax reporting obligations you may have as a result.

8. How do I participate in the Settlement?

Settlement Class Members do not have to do anything to participate in the Settlement. No claims need to be filed. Upon approval of the Settlement, a settlement check will be sent to every Settlement Class Member in the amount determined by the Settlement Administrator using the method described in Question 7. If someone who would otherwise be a Settlement Class Member is deceased, his or her estate is a Settlement Class Member. If your address changes, you should contact the Settlement Administrator to give them your new address.

9. When will I receive my settlement check?

The settlement checks will be sent to Settlement Class Members within 30 days after the Final Settlement Date, which is the date that the approval process is formally completed. It is a condition of the Settlement that both the Court in this case and the *Sheldon* Court approve the Settlement. The Final Settlement Date will not occur until both approvals have been given and are final. Settlement checks will be automatically mailed without any proof of claim or further action on the part of the Settlement Class Members. It could take several months to complete the Settlement process and depending on factors that cannot be predicted at this time. Updates will be made available to you on the Settlement Website, www.kclcoisettlement.com.

10. What happens if I do nothing?

If the Settlement is approved, you will receive a settlement check representing your share of the Settlement.

If the Settlement is approved, you cannot sue KCL or be part of any other lawsuit against KCL concerning the Released Claims, as that term is defined in the Settlement Agreement.

If your Policy is still in force, KCL is not required to lower its Cost of Insurance Rates and may continue to use its current Cost of Insurance Rates. KCL may also increase Cost of Insurance Rates if deterioration in its expectations as to future mortality experience is the reason for the increase.

The Settlement Agreement is available at www.kclcoisettlement.com and describes the claims that you are giving up. If you have any questions, you can talk to the law firms listed in Question 13 for free, or you can hire your own lawyer.

11. Can I exclude myself from the Settlement?

Yes. If you don't want a payment from the Settlement, and/or you want to keep the right to hire your own lawyer and sue KCL at your own expense about the issues in this case, then you may request to be excluded from the Settlement Class by sending a written notice to the Settlement Administrator. The notice must include the following information:

- The Settlement Class Member's name (or the name of the entity that owns the Policy), current address, telephone number, and e-mail address;
- Policy number(s);
- A clear statement that the Settlement Class Member elects to be excluded from the Settlement Class and does not want to participate in the Settlement in *van Zanten and Vittetoe v. Kansas City Life Insurance Company*, Case No. 4:25-cv-00095-BP; and,
- The Settlement Class Member's signature, or the signature of a person providing a valid power of attorney to act on behalf of the Settlement Class Member. If there are multiple owners of a Policy, all owners must sign the notice, unless the signatory submits a copy of a valid power of attorney to act on behalf of all then-current owners of the Policy.

Policy owners issued Policies in California or Maryland should carefully consider the rulings in the *Fine* and *McMillan* cases respectively before asking to be excluded. The rulings in those cases may remain binding upon you if you elect not to participate in this Settlement, including any adverse rulings issued by the courts. The cases will be dismissed with prejudice if this Settlement is approved.

If you want to exclude yourself from the Settlement, your written notice must be mailed to the Settlement Administrator at KCL COI Settlement Administrator, P.O. Box 2010, Chanhassen, MN 55317-2010, postmarked no later than October 27, 2025.

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

You can object to the Settlement if you do not like some part of it. The Court will consider your views. To object to the Settlement, you must serve a written objection in the case, *van Zanten and Vittetoe v. Kansas City Life Insurance Company*, Case No. 4:25-cv-00095-BP. The objection must include the following:

- The Settlement Class Member's name (or the name of the entity that owns the Policy), current address, telephone number, and email address;
- Policy number(s);
- A written statement of all reasons for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based (if any);
- A list of all persons who will be called to testify in support of the objection (if any);
- A list of any attorneys that represent you or assisted in the preparation of your objection.
- Whether you intend to appear at the Fairness Hearing and the identity of all attorneys (if any) who will appear at the Fairness Hearing on your behalf;
- Whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class; and
- The signature of you or your counsel.

You must mail your objection to the Settlement Administrator at KCL COI Settlement Administrator, P.O. Box 2010, Chanhassen, MN 55317-2010, postmarked no later than October 27, 2025.

13. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as "Class Counsel" to represent all the members of the Settlement Class:

John J. Schirger, Joseph M. Feierabend **Schirger Feierabend LLC** 6811 Shawnee Mission Parkway, Suite 312 Overland Park, KS 66202 kclcoisettlement@SFLawyers.com	Patrick J. Stueve, Bradley T. Wilders, Lindsay Todd Perkins, Ethan M. Lange **Stueve Siegel Hanson LLP** 460 Nichols Rd., Suite 200 Kansas City, MO 64112 kclcoisettlement@stuevesiegel.com

If you have questions, you may contact these lawyers. You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel and the other lawyers who were involved in the pending case have not been paid for their work reaching a settlement in this case and the other pending, unresolved cases. In addition to thousands of hours of labor spent on this case, Class Counsel have expended expenses prosecuting this case. The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel will seek an award for attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of Class Counsel's costs and expenses (no more than $1,175,000), also to be paid from the Settlement Fund. You will not be responsible for payment of Class Counsel's fees and expenses.

Class Counsel will also request service award payments of up to $25,000 for each of the following Plaintiffs for their service to the Settlement Class: Peter M. van Zanten, Dwain E. Vittetoe, Robert R. Fine, and Larry A. McMillan. These payments will also be paid from the Settlement Fund.

The Judge will determine any amounts to be paid to Class Counsel and to these four Plaintiffs. Class Counsel's motion seeking an award of attorneys' fees, reimbursement of costs and expenses, and service awards for the Plaintiffs will be available at www.kclcoisettlement.com.

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

The Judge will hold a Fairness Hearing to decide whether to approve the Settlement and any requests for attorneys' fees and expenses, service awards to Plaintiffs, and the costs of settlement administration. You may attend and ask to speak, but you do not have to.

The Judge will hold the Fairness Hearing at 10:00 a.m. on December 12, 2025, at the United States District Court for the Western District of Missouri, 400 E. 9th Street, Courtroom 7A, Kansas City, MO 64106. The Fairness Hearing may be moved to a different date or time without additional notice being mailed to you, so please check www.kclcoisettlement.com for any updates. At the Fairness Hearing, the Judge will consider whether the Settlement is fair, reasonable, and adequate and in the best interests of Settlement Class Members and whether to award the requested attorneys' fees, expenses, service awards, and the costs of settlement administration. If there are objections, the Judge will consider them and will listen to people who have asked to speak at the Fairness Hearing. After the Fairness Hearing, the Judge will decide whether to approve the Settlement. We do not know how long the Judge's decision will take.

16. Do I have to attend the hearing?

No, but you or your own lawyer are welcome to attend the Fairness Hearing at your expense. If you send a timely objection but do not attend the Fairness Hearing, the Judge will still consider your objection.

17. May I speak at the hearing?

You may speak at the Fairness Hearing. If you file an objection, the objection must state your intention to appear and speak at the Fairness Hearing, including if you wish to appear through counsel, in which case your written objection must list the attorneys representing you who will appear at the Fairness Hearing.

18. If I cash the settlement check, will it affect my Policy(ies)?

No. Cashing the settlement check or not cashing the settlement check has no effect on your Policy(ies).

19. How do I get more information?

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement at www.kclcoisettlement.com. You may also send your questions to the Settlement Administrator, in writing, at KCL COI Settlement Administrator, P.O. Box 2010, Chanhassen, MN 55317-2010, or call the Settlement Administrator at (855) 493-7460. You can review the Court's docket in this case at www.pacer.gov.

If your address has changed or will change, please notify the Settlement Administrator by December 11, 2025.

Be sure to regularly check www.kclcoisettlement.com for updates, as information contained in this notice, including dates, times, or locations, may be changed without additional notice being mailed to you.

DATE: August 28, 2025