

Sheldon v. Kansas City Life Insurance Company

NOTICE OF CLASS ACTION LAWSUIT

Dear Potential Class Member:

You have been sent this Notice of Class Action Lawsuit (the “Notice”) because you have been identified as a potential Class Member in the class action lawsuit, Sheldon v. Kansas City Life Insurance Company, pending in the Circuit Court of Jackson County, Missouri at Kansas City, Case No. 1916-CV26689.

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 Century II VUL life insurance policy issued by Kansas City Life Insurance Company. Throughout this Notice, Kansas City Life Insurance Company shall be referred to as “KC Life.”

On May 11, 2022, Judge Patrick W. Campbell of the Circuit Court of Jackson County, Missouri at Kansas City certified a Class of policy owners and later approved the attached NOTICE that describes the lawsuit, how the case will proceed, and your rights.

Please read the following notice carefully.

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

**If You Own or Owned a KC Life Century II VUL
Life Insurance Policy issued in Missouri,
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 KC Life Century II VUL policy owner, J. Gregory Sheldon, sued KC Life over cost of insurance and expense charges deducted from policy owners' contract values.
- The Court has allowed the lawsuit to proceed as a class action on behalf of all current and former Missouri Century II VUL policy owners, subject to certain exclusions.
- The Court has not decided whether KC Life did anything wrong or if any laws were violated. There is no money available now and no certainty there will be. KC Life has denied and continues to deny each and all of the claims alleged by Plaintiff in the action. There is no judgment against KC Life here, no money available now, and no certainty there will be. However, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement in this case. But you give up any right to sue KC Life separately on any claim that is or could have been included in this lawsuit.
EXCLUDE YOURSELF	Get out of this lawsuit. Get no benefits from it. Keep your rights. If you ask to be excluded from the lawsuit and money or benefits are later awarded, you won't share in those, but you keep any right to sue KC Life separately on the claims in this lawsuit.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- Claims against KC Life must be proven. If money or other benefits are obtained from KC Life, you will be notified about how those benefits will be distributed to you, if you have not excluded yourself from the lawsuit.

BASIC INFORMATION

1. Why did I get this Notice?

KC Life's records show that you own or owned a Century II VUL life insurance policy issued by KC Life in Missouri (or were identified as the legal representative of such an owner). A Court decided to allow a class action lawsuit to proceed against KC Life related to how it calculates cost of insurance charges and expense charges deducted from policy owners' contract values. You have legal rights and options that you may exercise before trial. The trial is to decide whether the claims being made against KC Life are correct. The case may settle or be dismissed before a trial or on appeal.

Questions? Visit www.SheldonKCLLitigation.com or call 1-844-672-0836

Judge Patrick W. Campbell of the Circuit Court of Jackson County, Missouri at Kansas City is overseeing this case. The case is known as *Sheldon v. Kansas City Life Insurance Company*, Case No. 1916-CV26689. The person who sued, J. Gregory Sheldon, is called the “Plaintiff.” KC Life is called the “Defendant.”

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case J. Gregory Sheldon) sue on behalf of other people who have similar claims. Together, those other people are a “Class” or “Class Members.” The Class Representative(s) who sued—and all the Class Members like them—are called the Plaintiffs. The company they sued (in this case KC Life) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

3. Why is this lawsuit a class action?

The Court decided that this lawsuit meets the requirements of Missouri Rule of Civil Procedure 52.08, which governs class actions in Missouri courts. The Court’s decision means the case can proceed as a class action and move toward a trial. Specifically, the Court found that the Class Members are sufficiently numerous, there are questions of law and fact that are common to all Class Members that predominate over questions affecting individual Class Members, the Class Representative’s claims are typical of those of the Class, the Class Representative and Class Counsel are adequate to represent the Class, and proceeding as a Class is superior to the alternatives.

More information about the Court’s Order Certifying the Class is available at www.SheldonKCLLitigation.com.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

This lawsuit is about whether KC Life’s cost of insurance charges and expense charges were consistent with the policy language of its Century II VUL life insurance policies (“Policy” or “Policies”). The Policies have a “Contract Value” that accumulates interest at or above a minimum rate guaranteed under the Policy. The Policies expressly authorize KC Life to take a Monthly Deduction from the Contract value or Contract value of a monthly expense charge and a cost of insurance charge. Plaintiff alleges that KC Life violated the policy in three different ways. First, the Policy permits KC Life to deduct the “Cost of Insurance” calculated using a “Cost of Insurance Rate.” The Policies provide that the monthly Cost of Insurance Rate used “will be determined by [KC Life] based on [KC Life’s] expectations as to future mortality experience.” Plaintiff alleges that KC Life impermissibly uses factors other than those identified in the Policy when setting Cost of Insurance Rates. Second, while the Policy permits a separate “Monthly Expense Charge,” Plaintiff alleges that KC Life impermissibly exceeds the fixed amount for the Monthly Expense Charge and includes amounts exceeding the “Monthly Expense Charge” in the “Cost of Insurance” deduction. Third, Plaintiff alleges that the Policy requires KC Life to reduce “Cost of Insurance Rates” to reflect its improved mortality expectations. You can read Plaintiff’s Petition at www.SheldonKCLLitigation.com.

5. How Does KC Life Answer?

KC Life denies all of Plaintiff’s claims. KC Life has asserted numerous legal and factual defenses. KC Life contends, among other things, that it has determined and determines cost of insurance rates in compliance with the terms described in the prospectus and in the Policies and that KC Life’s administration of the Policies, including Plaintiff’s Policy, has been at all times consistent with the terms as described in the prospectus and the Policies, the terms’ common usage, industry practice, the understanding of federal securities and state insurance regulators, and the reasonable expectations of policyholders. KC Life further denies that the claims asserted in the lawsuit are appropriate for class or representative treatment. You can read Defendant’s Answer to Plaintiff’s Petition at www.SheldonKCLLitigation.com.

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6. Has the Court decided who will win?

No. By establishing the Class and issuing this Notice, the Court has not decided and is not suggesting who will win the case.

7. What are the Plaintiffs asking for?

The Plaintiffs are asking that the Class be compensated for amounts that were included in the Cost of Insurance and Expense Charge beyond what they allege the Policy allows, and a declaration that Defendant has breached the Policy terms. Plaintiffs also seek pre-judgment and post-judgment interest, and such other relief the Court permits.

8. Is there any money available now?

No money or benefits are available now because the case has not gone to trial yet, and the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained.

WHO IS IN THE CLASS?

9. Am I part of this Class?

Judge Campbell has certified the following Class: All persons who own or owned a Century II VUL life insurance policy issued or administered by Defendant, or its predecessors in interest, that was issued in the state of Missouri and active on or after January 1, 2002.

If someone who would otherwise be a Class Member is deceased, his or her legal representatives are Class Members.

The Class excludes: KC Life; any entity in which KC Life has a controlling interest; any of the officers, directors, employees, or sales agents of KC Life; the legal representatives, heirs, successors, and assigns of KC Life; anyone employed with Plaintiff's counsel's firms; and any Judge to whom this case is assigned, and his or her immediate family. If these exclusions apply to you, you are not a member of the Class. If you are not sure whether these exclusions apply to you, you should consult the information at www.SheldonKCLLitigation.com.

10. How can I confirm that I am in the Class?

If you are not sure whether you are included in the Class, you can get free information at www.SheldonKCLLitigation.com.

YOUR RIGHTS AND OPTIONS

11. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class and you will be legally bound by the Orders the Court issues and judgments the Court makes in this class action. If you stay in the Class and the Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you will either be compensated automatically or be notified about how to apply for a share. If you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue KC Life about any legal claim that is or could have been included in this lawsuit.

12. Why would I ask to be excluded?

If you want to bring your own action against KC Life related to the issues presented in this case, you should exclude yourself from the Class. Unless you exclude yourself, you give up any right to sue KC Life for the claims that are or could

have been asserted in this class action. If you choose to exclude yourself, you will not get any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of a trial or from any settlement between KC Life and the Plaintiffs. If you start your own lawsuit against KC Life after you exclude yourself, you will have to hire and pay your own lawyer for that lawsuit, and you will have to prove your claims. If you do exclude yourself so you can start your own lawsuit against KC Life, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

13. How do I ask the Court to exclude me from the Class?

To ask to be excluded, also sometimes referred to as “opting out” of the Class, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from *Sheldon v. Kansas City Life Insurance Company*. Be sure to include your name, policy number and address, and sign the letter. A form for your use is included in this notice. You must mail your Exclusion Request postmarked by **December 26, 2022**, to:

Sheldon v KCL Litigation
P.O. Box 2002
Chanhassen, MN 55317-2002

Alternatively, you can upload your Exclusion Request by **December 26, 2022** to the website, www.SheldonKCLLitigation.com.

THE LAWYERS REPRESENTING YOU

14. 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 Class:

Patrick J. Stueve
Stueve Siegel Hanson LLP
460 Nichols Rd., Suite 200
Kansas City, MO 64112
sheldonkcl@stuevesiegel.com
888-756-6495

John J. Schirger
Miller Schirger LLC
4520 Main Street, Suite 1570
Kansas City, MO 64111
sheldonkcl@millerschirger.com
816-561-6500

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, however, you may hire one at your own expense.

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. You can ask him or her to appear in Court for you in this case if you want someone other than Class Counsel to speak for you.

16. How will the lawyers be paid?

Class Counsel have not been paid or reimbursed for their time and expenses incurred in pursuing this case. You will not have to pay these fees and expenses. If Class Counsel obtain money or benefits for the Class, they may ask the Court for fees and expenses. The motion seeking fees and expenses will be available at the website, www.SheldonKCLLitigation.com. If the Court grants Class Counsel’s request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by KC Life.

WHAT HAPPENS NEXT?

17. How and when will the Court decide who is right?

Unless the case is resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs' claims at a trial. The trial date is set for June 12, 2023, in the Circuit Court of Jackson County, Missouri at Kansas City, Division 10, 415 E. 12th Street, Kansas City, MO 64106. During the trial, a Jury or the Judge will hear all the evidence to help them reach a decision about whether the Plaintiffs or KC Life are right about the claims in the lawsuit. Because the trial date could be continued, be sure to regularly check the website www.SheldonKCLLitigation.com for case updates.

18. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and KC Life will present the defenses. You or your own lawyer may attend the trial at your own expense.

GETTING MORE INFORMATION

19. How do I get more information?

Visit the website, www.SheldonKCLLitigation.com, where you will find the Court's Order certifying the Class, Plaintiffs' Petition, Defendant's Answer to the Petition, as well as an Exclusion Request form, or call 1-844-672-0836. As the lawsuit proceeds, be sure to check the website regularly for updates and new information.

[PLEASE DO NOT CALL THE COURT, DEFENDANT'S COUNSEL, OR KC LIFE ABOUT THIS NOTICE.]

Date: October 27, 2022