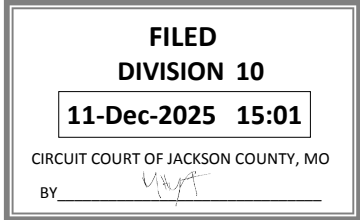


**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

J. GREGORY SHELDON, individually and on)
behalf of others similarly situated,)
)
Plaintiff,)
)
vs.)
)
KANSAS CITY LIFE INSURANCE)
COMPANY)
)
Defendant.)

Case No. 1916-CV26689
Division 10



**ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff’s¹ Unopposed Motion for Final Approval of Class Action Settlement (“Final Approval Motion”) and Class Counsel’s Motion for Attorneys’ Fees, Expense Reimbursement, and Service Award (“Fee Motion”) as well as briefs and affidavits in support of both motions.² The Court heard argument on the pending motions at the Final Approval Hearing on December 11, 2025.

The Court has reviewed the motions, supporting suggestions, supporting materials, and arguments of counsel and holds that final approval of the Settlement is warranted under Missouri Supreme Court Rule 52.08(e). Accordingly, after careful review of the record, the Court **GRANTS** the Final Approval Motion and Fee Motion, and **ORDERS AND ADJUDGES** as follows:

1. Final Approval of the Settlement Agreement. To approve a settlement under Missouri Supreme Court Rule 52.08(e), the Court must find the settlement is “fair, reasonable, and

¹ The named Plaintiff in this action is J. Gregory Sheldon. The Defendant is Kansas City Life Insurance Company.

² All defined terms in this order have the same meaning ascribed to them in the Settlement Agreement.

adequate” after considering the relevant factors. *See Bachman v. A.G. Edwards, Inc.*, 344 S.W.3d 260, 265 (Mo. App. 2011). Courts in Missouri consider “(1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of the plaintiff’s success on the merits; (5) the range of possible recovery; and (6) the opinions of class counsel, class representatives and absent class members.” *Id.* (quoting *Ring v. Metro. St. Louis Sewer Dist.*, 41 S.W.3d 487, 492 (Mo. App. 2000)). The Court finds that each factor is satisfied and that the Settlement is fair, reasonable, and adequate.

First, the Court finds that the Settlement is not the product of fraud or collusion. This case was litigated for nearly six years through substantial discovery, a jury trial, and extensive post-trial proceedings. The settlement negotiations were conducted at arm’s length and included five full-day mediation sessions with the assistance of four well-respected neutral mediators. This factor weighs in favor of final approval.

Second, the Court finds that the complexity, expense, and likely duration of the litigation support approval of the Settlement. The case has implicated many complex legal and factual issues, required a great amount of time and resources to be expended by counsel on both sides, and now faces a challenging appeal in the absence of a settlement. This factor weighs in favor of final approval.

Third, the advanced stage of proceedings and significant discovery also support approval of the Settlement. As noted above, this case was litigated for nearly six years through a jury trial, and substantial discovery was conducted by both sides. The case was only settled over a year *after* trial while Defendant’s appeal was pending. This factor weighs in favor of final approval.

Fourth, the probability of Plaintiff's success on the merits demonstrates that the Settlement is fair, reasonable, and adequate. Plaintiff has been successful at several stages of the litigation, including obtaining class certification, defeating a motion for summary judgment, and obtaining a positive jury verdict at trial. However, Plaintiff now faces the uncertainty of an appeal which could raise several questions previously unanswered by Missouri appellate courts. Therefore, this factor weighs in favor of final approval.

Fifth, the range of possible recovery suggests that the Settlement is an excellent result for the Class. The relief provided to the Class – \$5,000,000 – is an amount greater than the actual damages suffered under Plaintiff's theory of the case and that were awarded by the jury at trial, as well as a material portion of the prejudgment interest that had accrued on those alleged damages. In the absence of a settlement, Class Members risk having their damages significantly reduced or eliminated on appeal. This factor weighs in favor of final approval.

Sixth, the opinions of Plaintiff, Class Counsel, and absent Class Members strongly support the Settlement. Class Counsel have extensive experience prosecuting cost of insurance class actions throughout the country and they support the Settlement, as does Plaintiff. Additionally, no Class Members have submitted an objection to the Settlement. The lack of any opposition by the Class indicates their strong support for the Settlement. This factor weighs in favor of final approval.

Additionally, the Net Settlement Fund will be distributed pursuant to a Distribution Plan that will provide each Class Member a minimum payment of \$10 plus an approximate pro rata portion of the fund according to each Class Member's damages as found by the jury and prejudgment interest as awarded by the Court, along with an estimate of alleged damages suffered since those calculated at trial, and an upward adjustment for Class Members with active policies.

Settlement checks will be delivered without the submission of a claim. This process for distributing settlement relief supports final approval of the Settlement. This Distribution Plan also treats Class Members equitably relative to each other.

The Court grants final approval of the Settlement under Rule 52.08(e).

2. **Class Certification.** The Court previously 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, 2002.³

See Amended Final Judgment at 3. Maintaining the class action for purposes of settlement under Rule 52.08(e) is appropriate.

3. **Class Counsel and Representatives.** The Court confirms its earlier appointment of Stueve Siegel Hanson LLP and Schirger Feierabend LLC as Class Counsel under Rule 52.08 to act on behalf of the certified Class with respect to the Settlement. The Court likewise confirms its earlier appointment of J. Gregory Sheldon to act as Class Representative for purposes of the Settlement.

4. **Class Notice.** The Court confirms that the Class Notice was implemented in accordance with the Court's July 23, 2025, Order. Preliminary Approval Order at 3-4. The Court further confirms its prior findings that the form and substance meet, and have met, the requirements of Missouri Supreme Court Rule 52.08(e) and the Due Process Clauses of the Missouri and United States Constitutions.

³ Excluded from the Class is Defendant, any entity in which Defendant has a controlling interest; any of the officers, Directors, employees, or sales agents of Defendant; the legal representatives, heirs, successors, and assigns of Defendant; anyone employed with Plaintiff's counsels' firms; and any Judge to whom this case is assigned and his or her immediate family. The Class also excludes the owner of the policy bearing policy number 5033898 who timely requested exclusion from the Class.

5. **Settlement Administrator.** The Court confirms its earlier appointment of Analytics LLC as the Settlement Administrator to implement the Settlement as outlined in the Settlement Agreement.

6. **Attorneys' Fees.** Class Counsel have requested an award of attorneys' fees in the amount of one-third (33⅓ percent) of the \$5 million portion of the Settlement Fund allocated to the Class. Missouri courts have routinely awarded attorneys' fees in class actions where the work of class counsel benefits the class as a whole. *See Berry v. Volkswagen Group of America*, 397 S.W.3d 425 (Mo. banc 2013). A common approach for awarding attorneys' fees in common fund cases is the "percentage of the fund" approach. *See, e.g., Bachman*, 344 S.W.3d at 267; *see also Hale v. Wal-Mart Stores, Inc.*, 2009 WL 2206963, ¶ 6 (Mo. Cir. May 15, 2009) ("Missouri circuit courts recognize recovery of attorneys' fees as a percentage of the common fund."). The Court finds that awarding a percentage of the fund is appropriate here.

In determining the reasonableness of a fee award, courts consider a number of factors, including the results achieved, the nature and character of the services rendered, the degree of professional ability required, the nature and importance of the subject matter, and the vigor of the opposition, among others. *See Berry*, 397 S.W.3d at 431. The Court concludes that an award of attorneys' fees equal to one-third (33⅓ percent) of the Settlement Fund provided for the Class is supported by those factors here. First, the results obtained were significant. The \$5 million recovered for the Class is greater than the actual damages awarded by the jury at trial. The Class overwhelmingly supports this result, as evidenced by the fact that no objections were received to the Settlement or to Class Counsel's fee request. Second, Class Counsel expended significant time and resources litigating this case through substantial discovery, class certification proceedings, competing motions for summary judgment, a jury trial, and post-trial proceedings. Third, Class

Counsel were vigorously opposed in these efforts by Defendant's counsel, which included well-resourced firms. Finally, the claims brought by Plaintiff presented complex questions that required a high degree of skill and experience, which Class Counsel exhibited here. The Court also finds that Class Counsel exhibited a high degree of skill in obtaining the Settlement, particularly considering the vigorous opposition from Defendant.

The Court additionally notes that an award of one-third (33 $\frac{1}{3}$ percent) of the amount recovered for the Class is in the typical range of attorneys' fees awards in comparable cases. *See, e.g., Bachman*, 344 S.W.3d at 267 (affirming an award of one-third of the settlement value and reasoning that "in cases involving complex litigation or in the class action context, a one-third contingent fee award is not unreasonable"); *Hale*, 2009 WL 2206963, ¶ 8 (holding that an award of 38.3% of the settlement fund "is entirely reasonable given the overall benefits conferred" and the "complex nature of the litigation"). Class Counsel have identified several other class actions involving cost of insurance overcharges in which courts have awarded fees equal to 33 $\frac{1}{3}$ percent of the fund. *See Niewinski v. State Farm Life Ins. Co.*, 2024 WL 4902375, *4-*5 (W.D. Mo. April 1, 2024); *Rogowski v. State Farm Life Ins. Co.*, 2023 WL 5125113, *4-*5 (W.D. Mo. April 18, 2023); *Vogt v. State Farm Life Ins. Co.*, 2021 WL 247958, *1-*3 (W.D. Mo. Jan. 25, 2021). Given the amount of work required, the complex nature of the litigation, and the risk undertaken, the Court finds that the percentage requested here is reasonable. Therefore, Class Counsel's request for attorneys' fees is granted in the amount of one-third (33 $\frac{1}{3}$ percent) of the \$5 million recovered for the Class.

7. **Expense Reimbursement.** Class Counsel have also requested reimbursement of litigation costs and expenses. It is appropriate and customary to reimburse class counsel from the settlement fund for "reasonable out-of-pocket expenses and costs of obtaining a settlement." *Hale*,

2009 WL 2206963, ¶ 39. Class Counsel has submitted \$212,390.51 in costs and expenses, including a summary by category of the costs and expenses incurred. No objections were received from Class Members to the request for these reimbursements. The Court finds these costs and expenses were reasonably incurred and are reimbursable from the Settlement Fund recovered for the Class, and therefore grant's Class Counsel's request for expense reimbursement.

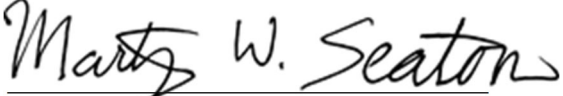
8. Service Award. Finally, Class Counsel have requested a service award for Plaintiff in the amount of \$100,000. Courts routinely approve service awards to compensate class representatives for the services they provide and the risks they incur on behalf of the class. The factors for deciding whether service awards are warranted include: “(1) the actions the named class representatives have taken to protect the interests of the class; (2) the degree to which the class has benefited from those actions; and (3) the amount of time and effort the named class representatives expended in pursuing the litigation.” *Hale*, 2009 WL 2206963, at ¶ 43. Here, Plaintiff extensively participated in the litigation and benefitted the Class by reviewing pleadings, providing documents and information, sitting for a deposition, attending pre-trial conferences and the entire trial, testifying at trial, and reviewing and evaluating the Settlement. No Class Member submitted an objection to the service award request. A \$100,000 service award is therefore reasonable and is consistent with service awards in other similar cases that required such significant efforts by the class representative. *See Karr v. Kansas City Life Ins. Co.*, No. 1916-CV26645 (Mo. Cir. Feb. 10, 2025) (awarding a \$100,000 service award). The Court grants Class Counsel's request for a service award for Plaintiff in the amount of \$100,000 to be paid from the Settlement Fund recovered for the Class.

9. Judgment. On June 30, 2025, the Court of Appeals remanded the case to this Court to effectuate the Settlement. Consistent with the direction of the Court of Appeals and pursuant to

Rule 52.08(e), the Court approves the Settlement Agreement in its entirety; the Court grants Class Counsel's Motion for Attorneys' Fees, Expense Reimbursement, and Service Award; and, the Court vacates the Amended Final Judgment dated January 16, 2025, and now enters judgment on the Settlement and dismisses this matter with prejudice except that the Court retains exclusive and continuing jurisdiction over the claims and issues in this litigation and specifically over all aspects related to the Settlement Agreement.

IT IS SO ORDERED.

DATE: December 11, 2025


HON. MARTY W. SEATON