

**If you own or owned a Phoenix Accumulator Universal Life or Phoenix Estate Legacy policy issued by PHL Variable that was subject to a COI increase starting in 2017 and ending in 2021, you may be affected by a class action settlement**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A proposed settlement has been reached in a class action lawsuit called *Advance Trust & Life Escrow Services, LTA and James Kenney v. PHL Variable Insurance Company*, Case No. 18-cv-03444-MKV (S.D.N.Y.) (the “Settlement”).
- Plaintiff alleges that Defendant PHL Variable Insurance Company (“PHL”) breached its contracts with certain policy owners. Starting in August 2017, certain policy owners were issued letters announcing that certain Phoenix Accumulator Universal Life (“PAUL”) and Phoenix Estate Legacy (“PEL”) policies would be subject to a new cost of insurance (“COI”) rate increase. Plaintiff asserts those COI rate increases violated the terms of the policy holders’ contracts, and that Plaintiff and members of the Class have been damaged as a result. PHL denies Plaintiff’s claims and asserts multiple defenses, including that PHL’s challenged actions are lawful, justified, and have not harmed Plaintiff or caused any damages.
- If the Court approves the Settlement, Settlement Class Members will be eligible to receive payment from a cash Settlement Fund of \$18.5 million, as further detailed in Question 10.
- In addition, up until two years following the effective date of the Settlement, PHL agrees that COI rate scales for the Class Policies will not be increased above the current rate scales for PAUL 1, PAUL 2, PAUL 2C, PAUL 3, PAUL 3A, PAUL 3B, PAUL 3C, PAUL 4, PAUL 4A, PEL 2, PEL 3, and PEL 3A that became effective on each policy’s first policy anniversary date falling on or after January 1, 2021, unless requested to do so by any Government Regulators. PHL also agrees that it will not take certain legal action or assert certain legal defenses challenging death claims for any Settlement Class Member as outlined in the Settlement Agreement available at [www.PHLCOIsettlement.com](http://www.PHLCOIsettlement.com).
- You are a Settlement Class Member if you own or owned a PAUL or PEL policy issued by PHL that experienced an increase to the COI rate scales between (i) November 5, 2017 and (ii) the monthly deduction immediately preceding the policy’s first policy anniversary date falling on or after January 1, 2021. Specifically excluded from the Settlement Class are the Excluded Policies (*See* Question 3); Class Counsel and their employees; PHL, its officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing; and the Court, the Court’s staff, and their immediate families. Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		
<b>Do Nothing</b>	<ul style="list-style-type: none"> <li>• Get certain benefits from the Settlement — Automatically receive a payment in the mail if you are entitled to one</li> <li>• Be bound by the Settlement</li> <li>• Give up your right to sue or continue to sue PHL for the claims in this case</li> </ul>	
<b>Ask to be Excluded (“Opt Out”)</b>	<ul style="list-style-type: none"> <li>• Remove yourself from the Settlement Class</li> <li>• Get no benefits from the Settlement</li> <li>• Keep your right to sue or continue to sue PHL, at your own expense, for the claims in this case</li> </ul>	Postmarked by October 23, 2023
<b>Object</b>	<ul style="list-style-type: none"> <li>• Tell the Court what you do not like about the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Settlement Class are not bound by the Settlement.</li> </ul>	Filed and served by October 23, 2023

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, cancelled, or otherwise modified, so please check [www.PHLCOIsettlement.com](http://www.PHLCOIsettlement.com) regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

You have a right to know about a proposed Settlement and your rights and options before the Court decides whether to approve the Settlement.

Honorable Mary Kay Vyskocil of the United States District Court for the Southern District of New York (the “Court”) is in charge of this case. The case is called *Advance Trust & Life Escrow Services, LTA and James Kenney v. PHL Variable Insurance Company*, Case No. 18-CV-3444 (MKV). The individuals who originally sued are Plaintiffs ATLES and James Kenney. ATLES subsequently dismissed its claims without prejudice and the action continues to be prosecuted by the remaining plaintiff Mr. Kenney. The company sued, PHL, is called the Defendant.

### **2. What is this lawsuit about?**

The class action lawsuit alleges that PHL breached its contracts with certain policy owners. Starting in August 2017, certain policy owners were issued letters announcing that certain PAUL and PEL policies would be subject to a new COI rate increase. Plaintiff asserts those COI rate increases violated the terms of the policy holders’ contracts, and that Plaintiff and members of the Class have been damaged as a result. PHL denies Plaintiff’s claims; however, both sides have agreed to the Settlement to avoid the risks, costs, and delays of further litigation, including an appeal, so that people affected will get a chance to receive compensation.

This lawsuit does not implicate the COI rate increase announced on or around November 2, 2020. That increase (the “2021 Increase”), effective beginning on each policy’s first policy anniversary date falling on or after January 1, 2021, is subject to separate litigation in *Kenney v. PHL Variable Insurance Company*, Case No. 3:22-cv-00552 (OAW), currently pending in the United States District Court for the District of Connecticut. The proposed Settlement specifically excludes all claims related to the 2021 Increase as well as any claims related to future COI rate scale increases, or changes to any other policy charges and credits, imposed after December 31, 2020.

### **3. Which life insurance policies are affected by the lawsuit?**

The Settlement Class consists of all owners of PAUL or PEL policies issued by PHL that experienced an increase to the COI rate scales between (i) November 5, 2017 and (ii) the monthly deduction immediately preceding the policy’s first policy anniversary date falling on or after January 1, 2021. Excluded from the Settlement Class are the Excluded Policies (*See* below); Class Counsel and their employees; PHL, its officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing; and the Court, the Court’s staff, and their immediate families.

Excluded Policies include Policy Nos. 97523677 and 97523828, which are owned by Conestoga Trust and Conestoga Trust Services, LLC and subject to separate pending litigation against PHL; and the policies listed in the chart below, which are subject to prior settlement agreements. To the extent an owner owns both Class Policy(ies) and Excluded Policy(ies), the owner is included in the Class with respect to the Class Policy(ies), but not with respect to any Excluded Policy(ies).

97513181	97521156	97522997	97523741	97525145	97526421	97527720
97513826	97521205	97523000	97523743	97525207	97526431	97527751
97513947	97521259	97523022	97523748	97525236	97526442	97527787
97513959	97521493	97523064	97523759	97525330	97526463	97527808
97513963	97521613	97523078	97523766	97525402	97526465	97527896
97514213	97521638	97523083	97523773	97525404	97526474	97527899
97514277	97521650	97523084	97523778	97525455	97526491	97527954
97514279	97521706	97523090	97523810	97525472	97526504	97528010
97514311	97521739	97523098	97523811	97525504	97526508	97528066
97514670	97521857	97523104	97523812	97525536	97526519	97528079
97514671	97521909	97523106	97523829	97525538	97526541	97528151
97515078	97522011	97523111	97523833	97525591	97526555	97528165
97515342	97522017	97523115	97523846	97525621	97526557	97528188
97515502	97522086	97523117	97523859	97525714	97526585	97528285
97515559	97522087	97523118	97523861	97525779	97526594	97528331
97515596	97522088	97523119	97523874	97525795	97526664	97528337
97515597	97522171	97523140	97523882	97525814	97526665	97528496
97515662	97522243	97523156	97523888	97525852	97526668	97528497
97515667	97522284	97523172	97523889	97525862	97526682	97528539
97515743	97522289	97523187	97523891	97525904	97526702	97528566
97515745	97522292	97523223	97523903	97525915	97526806	97528675
97515795	97522302	97523224	97523935	97525918	97526816	97528754
97516060	97522310	97523242	97524032	97525937	97526879	97528914
97516106	97522374	97523257	97524036	97525940	97526926	97529272
97516138	97522375	97523281	97524059	97525983	97526954	97529410
97516269	97522400	97523313	97524150	97525997	97526996	97529456
97516307	97522440	97523340	97524158	97526021	97527003	97529483
97516324	97522558	97523352	97524176	97526032	97527024	97529581
97516375	97522571	97523363	97524192	97526057	97527059	97529738
97516376	97522605	97523385	97524223	97526073	97527083	97530026
97516379	97522622	97523386	97524242	97526090	97527126	97530105
97516389	97522640	97523390	97524370	97526091	97527127	97530137
97516394	97522689	97523469	97524424	97526106	97527141	97530152
97518600	97522692	97523489	97524479	97526119	97527152	97530197
97518606	97522694	97523508	97524555	97526139	97527178	97530310
97518647	97522696	97523512	97524574	97526152	97527218	97530323
97518723	97522723	97523560	97524593	97526176	97527235	97530369
97518725	97522776	97523610	97524621	97526195	97527273	97530396
97519064	97522782	97523617	97524634	97526202	97527294	97530453
97519065	97522819	97523623	97524683	97526205	97527315	97530460
97519083	97522833	97523624	97524728	97526227	97527355	97530470
97519088	97522848	97523628	97524751	97526290	97527412	97530633
97519155	97522861	97523630	97524873	97526310	97527447	97530843
97519664	97522875	97523631	97524884	97526313	97527498	97531778
97519674	97522877	97523645	97524887	97526362	97527523	97535603
97519675	97522908	97523650	97524893	97526366	97527571	
97519891	97522922	97523654	97524921	97526370	97527592	
97520932	97522947	97523661	97524949	97526373	97527610	
97521005	97522948	97523700	97525010	97526383	97527637	
97521006	97522956	97523707	97525063	97526387	97527645	
97521087	97522990	97523731	97525113	97526402	97527702	

#### **4. What is a class action and who is involved?**

In a class action, a person(s) or entity(ies) called a “Class Representative(s)” sues on behalf of all individuals who have a similar claim. Here, Plaintiff James Kenney represents other eligible PAUL and PEL policy owners and together they are called the “Class” or “Class Members.” Plaintiff James Kenney will serve as Class Representative. Bringing a case, such as this one, as a class action allows resolution of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who validly exclude themselves from the class.

#### **5. Why is this lawsuit a class action?**

In the Court’s Order Preliminarily Approving Class Action Settlement, the Court decided that the settlement of the breach of contract claim against PHL in this lawsuit can proceed as a class action because, at that point of the lawsuit, it met the requirements of Rule 23 of the Federal Rules of Civil Procedure, which governs class actions in federal court. The Court found that:

- There are numerous Class Members whose interests will be affected by this lawsuit;
- There are legal questions and facts that are common to each of them;
- The Class Representative’s claims are typical of the claims of the rest of the Class;
- The Class Representative and the lawyers representing the Class will fairly and adequately represent the interests of the Class;
- A class action would be a fair, efficient and superior way to resolve this lawsuit;
- The common legal questions and facts predominate over questions that affect only individual Class Members; and
- The Class is ascertainable because it is defined by identifiable objective criteria.

In certifying the Class, the Court appointed Susman Godfrey LLP as Class Counsel. For more information, visit the Important Documents page at [www.PHLCOIsettlement.com](http://www.PHLCOIsettlement.com).

#### **6. Why is there a Settlement?**

PHL denies any and all liability or wrongdoing of any sort with regard to the 2017 COI rate increase. Instead, the parties with the assistance of an experienced mediator, Eric Green, Esq., with Resolutions, LLC, have agreed to the Settlement. The parties want to avoid the risks, costs, and delays of further litigation. The Court has not decided in favor of the Plaintiff or the Defendant. Plaintiff and Class Counsel think the Settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

### **THE SETTLEMENT CLASS**

#### **7. Am I part of the Settlement Class?**

The Settlement Class consists of all owners of PAUL or PEL policies issued by PHL that experienced an increase to the COI rate scales between (i) November 5, 2017 and (ii) the monthly deduction immediately preceding the policy’s first policy anniversary date falling on or after January 1, 2021. See Questions 3 and 8 for more information.

## **8. Are there exceptions to being included?**

Yes. Excluded from the Settlement Class are the Excluded Policies (*See* Question 3); Class Counsel and their employees; PHL, its officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing; and the Court, the Court's staff, and their immediate families.

In addition, policy owners have an opportunity to request exclusion from the Settlement, as described below. Policy owners that timely and validly request exclusion will not be part of the Settlement Class and will not be entitled to any of its benefits.

An individual or entity that is the Owner of multiple policies in the Settlement Class cannot exclude less than all of the Owner's policies from the Settlement Class. If a representative owner (such as a securities intermediary or trustee) owns multiple policies on behalf of different principals, that owner may stay in or Opt-Out of the Settlement Class separately for each policy.

## **9. What if I am still not sure if I am included?**

If you are still not sure whether you are a Settlement Class Member, please visit [www.PHLCOIsettlement.com](http://www.PHLCOIsettlement.com), call the Settlement Administrator toll-free at 1-877-871-0905, or write to: PHL Variable Life COI Settlement Administrator, c/o JND Legal Administration, P.O. Box 91420, Seattle, WA 98111.

## **WHAT SETTLEMENT CLASS MEMBERS GET**

## **10. What does the Settlement provide?**

A Settlement Fund of \$18.5 million will be established for Settlement Class Members. The Settlement Fund will be reduced proportionally if there are any Opt-Outs from the Settlement Class. After payment of the cost to administer the Settlement Fund as well as attorneys' fees and expenses and the payments to the Class Representative (*see* Question 18 below), the Settlement Administrator will distribute the remaining amounts to Settlement Class Members on a pro-rata basis calculated by dividing that Class member's COI overcharges by the total overcharges damages incurred by the Final Settlement Class Members. No portion of the Settlement Fund will be returned to PHL.

In addition, up until February 17, 2025, PHL has also agreed not to:

- Raise the COI rates scales for the Class Policies above the current rate scales for PAUL 1, PAUL 2, PAUL 2C, PAUL 3, PAUL 3A, PAUL 3B, PAUL 3C, PAUL 4, PAUL 4A, PEL 2, PEL 3, and PEL 3A that became effective on each policy's first policy anniversary date falling on or after January 1, 2021, unless requested to do so by any Government Regulators. This obligation is referred to as the "COI Increase Moratorium."

If by February 17, 2025, PHL reaches an agreement to not increase the COI rate scales on any Opt-Out Policies for a period ending later than February 17, 2025, PHL will extend the duration of the COI Increase Moratorium on the Settlement Class Policies to be as long as the settling Opt-Out Policies duration. Any agreement that would exempt

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any Opt-Out Policies from an additional COI rate scale increase, including any type of rebate, refund, or discount of an additional COI rate scale increase, will be treated as triggering this provision extending the COI Increase Moratorium. No party will have any rights under this provision until PHL actually implements an additional COI rate scale increase on the Settlement Class Policies.

- Take certain legal action or assert certain legal defenses challenging death claims for any Settlement Class Member.

More details are in a document called the Settlement Agreement, which is available at [www.PHLCOIsettlement.com](http://www.PHLCOIsettlement.com).

### **11. What am I giving up by staying in the Settlement?**

If you are a Settlement Class Member, unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against PHL about the facts that arise from the same factual predicate of the claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement. They describe the legal claims that you give up if you stay in the Settlement. The Settlement Agreement is available at [www.PHLCOIsettlement.com](http://www.PHLCOIsettlement.com).

The Released Claims do not include claims related to the 2021 Increase as well as any claims related to future COI rate scale increases, or changes to any other policy charges and credits, imposed after December 31, 2020.

## **HOW TO GET A PAYMENT**

### **12. How can I get a payment?**

You will automatically receive a payment in the mail if you are entitled to one. No claims need to be filed.

### **13. When will I get my payment?**

Payments will be mailed to Settlement Class Members after the Court grants “final approval” of the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from the Settlement or you want to keep the right to sue or continue to sue PHL on your own about the claims released in the Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.



#### **14. How do I ask to be excluded?**

To exclude yourself (or “Opt-Out”) of the Settlement, you must complete and mail the Settlement Administrator a written request for exclusion. The exclusion request must include the following:

- Your full name, address, telephone number, and email address (if any);
- A statement that says that you want to be excluded from the Settlement Class;
- The case name (*Advance Trust & Life Escrow Services, LTA and James Kenney v. PHL Variable Insurance Company*);
- The policy number(s) to be excluded; and
- Your signature.

You must mail your exclusion request **postmarked by October 23, 2023** to:

PHL Variable Life COI Settlement Administrator  
c/o JND Legal Administration  
P.O. Box 91420  
Seattle, WA 98111

If you own multiple Class Policies, your exclusion will be for all Class Policies owned. However, an Owner who owns multiple Class Policies in a representative or agency capacity (such as a trustee, securities intermediary, or other similar agency) for more than one principal, may request to exclude Class Policies from the Settlement held on behalf of one principal while participating in the Settlement with respect to Class Policies held by other principals.

**IF YOU DO NOT EXCLUDE YOURSELF BY OCTOBER 23, 2023, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.**

#### **15. If I don't exclude myself, can I sue PHL for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue PHL for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered in the Action relating to the Settlement.

#### **16. If I exclude myself, can I still get a Settlement payment?**

No. You will not get any money from the Settlement if you exclude yourself.

### **THE LAWYERS REPRESENTING YOU**

#### **17. Do I have a lawyer in this case?**

Yes. The Court has appointed the following lawyers as “Class Counsel.”

**Steven G. Sklaver**  
**Michael Adamson**  
SUSMAN GODFREY LLP  
1900 Avenue of the Stars, Suite 1400  
Los Angeles, CA 90067-6029  
ssklaver@susmangodfrey.com  
madamson@susmangodfrey.com  
Telephone: 310-789-3100

**Seth Ard**  
**Ryan Kirkpatrick**  
**Komal Patel**  
SUSMAN GODFREY LLP  
1301 Avenue of the Americas, 32nd Floor  
New York, NY 10019-6023  
sard@susmangodfrey.com  
rkirkpatrick@susmangodfrey.com  
kpatel@susmangodfrey.com  
Telephone: 212-336-8330

### **18. How will the lawyers be paid?**

The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel will file a motion seeking an award for attorneys' fees not to exceed 33 1/3% of the gross benefits provided to the Settlement Class, and reimbursement for all expenses incurred or to be incurred, payable only from the Final Settlement Fund. Class Counsel will also seek an Incentive Award up to \$25,000 for Plaintiff James Kenney for his service as the representative on behalf of the Settlement Class, to be paid from the Final Settlement Fund. You will not be responsible for direct payment of any of these fees, expenses, or awards.

### **19. Should I get my own lawyer?**

If you stay in the Settlement Class, you do not need to hire your own lawyer to pursue the claims against PHL. Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

## **OBJECTING TO THE SETTLEMENT**

### **20. How can I tell the Court if I do not like the Settlement?**

Any Settlement Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Settlement Class Members who wish to object to any term of the Settlement must do so, in writing, by filing a written objection with the Court, and serving copies on Class Counsel and Counsel for Defendant. The written objection must include:

- Your full name, address, telephone number, and email address (if any);
- The case name (*Advance Trust & Life Escrow Services, LTA and James Kenney v. PHL Variable Insurance Company*);
- The policy number(s);
- A written statement of all grounds 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;

- A statement of whether you intend to appear at the Fairness Hearing; and
- Your or your counsel’s signature.

If you intend to appear at the Fairness Hearing through counsel, the written objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Your objection, along with any supporting material you wish to submit, must be filed with the Office of the Court, with a copy served on Class Counsel and Counsel for Defendant by **October 23, 2023** at the following addresses:

<b>Clerk of the Court</b>	
Clerk of the Court Daniel Patrick Moynihan United States Courthouse 500 Pearl Street New York, NY 10007-1312	
<b>Class Counsel</b>	<b>Counsel for Defendant</b>
Steven G. Sklaver SUSMAN GODFREY LLP 1900 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067-6029	Thomas A. Hetherington McDowell Hetherington LLP 1001 Fannin Street, Suite 2400 Houston, TX 77002

**21. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Class are not bound by the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

**THE COURT’S FAIRNESS HEARING**

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

The Court will hold a Fairness Hearing on December 19, 2023 at 10:00 a.m. ET at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay and reimburse Class Counsel and any Incentive Award payment to Plaintiff. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**23. Do I have to come to the hearing?**

No. But you or your own lawyer may attend at your expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

**24. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” Your request must state your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear on your behalf. Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendant’s Counsel no later than October 23, 2023.

**IF YOU DO NOTHING**

**25. What happens if I do nothing at all?**

Those who are eligible to receive a payment from the Settlement do not need to do anything to receive payment; you will automatically receive a payment from the Settlement. Unless you exclude yourself, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against PHL about the legal issues that arise from the same factual predicate of this case, ever again.

**GETTING MORE INFORMATION**

**26. How can I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at [www.PHLCOIsettlement.com](http://www.PHLCOIsettlement.com). You can also call the Settlement Administrator toll-free at 1-877-871-0905, or write to:

PHL Variable Life COI Settlement Administrator  
c/o JND Legal Administration  
P.O. Box 91420  
Seattle, WA 98111

**PLEASE DO NOT CONTACT THE COURT**