

**Fine 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, *Fine v. Kansas City Life Insurance Company*, pending in the United States District Court for the Central District of California, Case No. 2:22-cv-02071-SSS-PDx.

At the Court’s direction, Kansas City Life Insurance Company provided records that indicate that you are currently the owner, or were the owner at the time of termination, of a policy issued in California and for one of the following products offered by Kansas City Life Insurance Company: Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LowerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, Ultra 20 (96), or Century II VUL. Throughout this Notice, Kansas City Life Insurance Company shall be referred to as “KC Life.”

On November 6, 2023, District Judge Sunshine S. Sykes of the Central District of California certified a Class of policy owners described in the paragraph above 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 UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

# If You Own or Owned a KC Life Flexible Premium Adjustable Life Insurance Policy Issued in California, 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 flexible premium adjustable policy owner, Robert R. Fine, sued KC Life over cost of insurance and expense charges deducted from policy owners' cash values, accumulated values, or contract values.
- The Court has allowed the lawsuit to proceed as a class action on behalf of all current and former owners of policies for the following products issued in California, subject to certain exclusions: Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LowerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, Ultra 20 (96), or Century II VUL.
- The Court has not addressed or decided whether KC Life did anything wrong. KC Life has denied and continues to deny each and all of the claims alleged by Plaintiff in the lawsuit. There is no judgment against KC Life, no money available now, and no certainty there will be. However, your legal rights may be affected, and you have a choice to make now:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	<b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b> By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement in this case if appropriate. But you give up any right to sue KC Life separately on any claim that is or could have been included in this lawsuit.
<b>EXCLUDE YOURSELF</b>	<b>Keep your rights. Get out of this lawsuit. Get no benefits from the lawsuit.</b> 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 your 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 still be proven. If money or other benefits are in fact 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 flexible premium adjustable life insurance policy issued by KC Life in California (or were identified as the legal representative of such an owner) and that was active on or after January 1, 2002. A court decided to allow a class action lawsuit to proceed against KC Life related to how it determines cost of insurance rates.

Questions? Visit [www.finekcllitigation.com](http://www.finekcllitigation.com) or call (888) 336-0684

You have legal rights and options that you may exercise. The lawsuit is to decide whether the claims being made against KC Life are correct. The lawsuit may settle or be dismissed before a trial or on appeal.

District Judge Sunshine S. Sykes of the United States District Court for the Central District of California is overseeing this case. The case is known as *Fine v. Kansas City Life Insurance Company*, Case No. 2:22-cv-02071-SSS-PDx. The person who sued, Robert R. Fine, 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 Robert R. Fine) sued 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 including you if you do nothing—are called the Plaintiffs. The company 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 Federal Rule of Civil Procedure 23, which governs class actions in federal 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.finekcllitigation.com](http://www.finekcllitigation.com).

## THE CLAIMS IN THE LAWSUIT

### 4. What is the lawsuit about?

This lawsuit is about whether KC Life’s cost of insurance rates were consistent with the policy language of its flexible premium adjustable life insurance policies for the following products issued: Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, Rightrack (89), Performer (88), Performer (91), Prime Performer, Competitor (88), Competitor (91), Executive (88), Executive (91), Protector 50, LowerMax, Ultra 20 (93), Competitor II, Executive II, Performer II, Ultra 20 (96), or Century II VUL (“Policy” or “Policies”). The Policies have a “Cash Value,” “Accumulated Value,” or “Contract Value” that accumulates value through interest or investments. The Policies expressly authorize monthly deductions from the cash value, accumulated value, or contract value of expense charges and a cost of insurance charge. Plaintiff alleges that KC Life violated the Policies in three different ways. First, the Policy permits KC Life to deduct the cost of insurance charge 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 expense charges, Plaintiff alleges that KC Life impermissibly exceeds the fixed amount for expense charges and includes amounts exceeding the expense charges in the deduction for the cost of insurance charge. Third, Plaintiff alleges that the Policy requires KC Life to reduce its cost of insurance rates to reflect its improved mortality expectations. Plaintiff also alleges KC Life’s actions relating to deductions from policy owners’ cash values, accumulated values, or contract values make it liable for conversion. You can read Plaintiff’s Second Amended Class Action Complaint (“Complaint”) at [www.finekcllitigation.com](http://www.finekcllitigation.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 of the Policies and

that KC Life's administration of the Policies, including Plaintiff's policy, has been at all times consistent with the terms of the Policies, the terms' common usage, industry practice, the understanding of regulators, and the reasonable expectations of policy owners. KC Life further denies that the claims asserted in the lawsuit are appropriate for class or representative treatment. You can read KC Life's Answer to Plaintiff's Second Amended Complaint at [www.finekcllitigation.com](http://www.finekcllitigation.com).

## **6. Has the Court decided who will win?**

No. The Court has not decided and is not suggesting who will win this case.

## **7. What are the Plaintiffs asking for?**

The Plaintiffs are asking that the Class be compensated for amounts that were allegedly included in the cost of insurance and expense charges beyond what they allege the Policy allows. Plaintiffs also seek pre-judgment and post-judgment interest, punitive damages, 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 yet gone to trial, and the two sides have not settled the case. There is no guarantee that money or benefits will ever be obtained.

## **WHO IS IN THE CLASS?**

### **9. Am I part of this Class?**

The Court has certified the following Class: All persons who own or owned a Better Life Plan, Better Life Plan Qualified, LifeTrack, AGP, MGP, PGP, Chapter One, Classic, 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, Ultra 20 (96), or Century II VUL life insurance policy issued in California, that was issued or administered by KC Life, or its predecessors in interest, and that was 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 counsels' 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.finekcllitigation.com](http://www.finekcllitigation.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.finekcllitigation.com](http://www.finekcllitigation.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 may either be compensated automatically if you qualify for relief 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 do not want to a part of this lawsuit, you should exclude yourself from the Class. If you choose to exclude yourself, you will not be a part of this lawsuit. Also, 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 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 *Fine 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 April 23, 2024, to the following address:

**Fine KCL Litigation**  
**P.O. Box 2009**  
**Chanhassen, MN 55317-2009**

Alternatively, you can upload your Exclusion Request by April 23, 2024, to the website, [www.finekcllitigation.com](http://www.finekcllitigation.com).

## THE LAWYERS REPRESENTING YOU

## 14. Do I have a lawyer in this case?

Yes. If you do not exclude yourself, the Court appointed the following law firms as “Class Counsel” to represent all the members of the Class:

**Stueve Siegel Hanson LLP**  
460 Nichols Rd., Suite 200  
Kansas City, MO 64112  
[finekcl@stuevesiegel.com](mailto:finekcl@stuevesiegel.com)  
866-501-9360

**Schirger Feierabend LLC**  
4520 Main Street, Suite 1570  
Kansas City, MO 64111  
[finekcl@sflawyers.com](mailto:finekcl@sflawyers.com)  
816-561-6500

If you have questions, you may contact Class Counsel. You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer in this lawsuit, 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 for this lawsuit because Class Counsel will represent you. But, if you want your own lawyer for this lawsuit, you may hire one and you may have to pay that lawyer. You can ask him or her to appear in Court for you in this lawsuit 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 lawsuit. 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 to award fees and expenses. Any motion seeking fees and expenses will be available at the website, [www.finekcllitigation.com](http://www.finekcllitigation.com). If the Court grants Class Counsel's motion, 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 lawsuit is resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiff's claims. During the lawsuit, 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 this lawsuit. Because the lawsuit has not yet been decided, be sure to regularly check the website [www.finekcllitigation.com](http://www.finekcllitigation.com) for case updates.

## **18. Do I have to come to the trial?**

You do not need to, but may attend any trial. Class Counsel will present the case for the Plaintiff and the Class, and KC Life will present its defenses. You or your own lawyer may attend the trial at your own expense. The trial will be open to the public.

## **GETTING MORE INFORMATION**

## **19. How do I get more information?**

Visit the website, [www.finekcllitigation.com](http://www.finekcllitigation.com), where you will find the Court's Order Certifying the Class, Plaintiffs' Second Amended Class Action Complaint, KC Life's Answer to the Second Amended Class Action Complaint, as well as an Exclusion Request form, or call (888) 336-0684. As the lawsuit proceeds, be sure to check the website regularly for updates and new information.

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

**Date: February 23, 2024**