

1 STEVEN G. SKLAVER (237612)
ssklaver@susmangodfrey.com
2 **SUSMAN GODFREY L.L.P.**
1900 Avenue of the Stars, Suite 1400
3 Los Angeles, CA 90067
Phone: (310) 789-3100
4 Fax: (310) 789-3150

5 *Attorney for Plaintiffs*

6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**
8 **EASTERN DIVISION**

9 WILLIAM F. WREN and JOHN MURPHY, on
10 behalf of themselves and others similarly
11 situated,

12 *Plaintiffs,*

13 v.

14 TRANSAMERICA LIFE INSURANCE
15 COMPANY,

16 *Defendant.*

Case No. 5:21-cv-00178-JGB-SP

**DECLARATION OF ROBERT A.
MEYER, ESQ. IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 I, Robert A. Meyer, Esq., hereby declare as follows:

2 1. I submit this declaration in my capacity as the mediator in connection with the
3 proposed settlement of the claims asserted in this action. While the mediation process is
4 confidential, the parties have authorized me to inform the Court of the procedural and substantive
5 matters set forth herein in support of Plaintiffs' motion for preliminary approval of the proposed
6 class action settlement between Plaintiffs, on behalf of themselves and the proposed class, and
7 Defendant Transamerica Life Insurance Company ("Transamerica").

8 2. I make this declaration based on personal knowledge of the facts and am competent
9 to so testify.

10 **MY BACKGROUND AND QUALIFICATIONS**

11 3. I am a full-time mediator with JAMS, the largest provider of commercial dispute
12 resolution services in the world. In that capacity, I mediate complex commercial cases pending
13 throughout the United States. I have extensive experience mediating class actions and insurance
14 matters. I have served as a mediator for more than 20 years – first as a part-time mediator in private
15 practice and then as a full-time mediator with JAMS since 2017. As a result of this work, I have
16 been ranked on the exclusive "National Mediator's List" by *Chambers USA* (2019-2025).

17 4. Prior to joining JAMS, I was a partner and Chair of Professional Services Litigation
18 and General Counsel at Loeb & Loeb LLP, where I practiced from 1975 to 2017. I joined that firm
19 after earning my law degree from Georgetown University Law Center and after obtaining my
20 license to practice law in the State of California in 1975. Over my years at the firm, I represented
21 both plaintiffs and defendants in many complex commercial cases, including class actions and
22 breach-of-contract cases. As a result of this work, I received various professional accolades and
23 recognition, including being named: (a) "Best Lawyer" in Bet-the-Company Litigation,
24 Commercial Litigation, and Securities Litigation in The Best Lawyers in America (2010-2016); (b)
25 a "Southern California Super Lawyer" in Business Litigation and Securities Litigation by
26 Thompson Reuters (2004-2015); and (c) Fellow in the American College of Trial Lawyers.

27 **THE ARM'S-LENGTH SETTLEMENT NEGOTIATIONS**

28 *The October 9, 2025 Mediation*

1 5. The parties first approached me in mid-2025 to serve as a private mediator in this
2 matter. The parties selected October 9, 2025 as the date for their first in-person mediation session
3 in this matter, to take place in Los Angeles, California.

4 6. In advance of the October 9, 2025 session, the parties prepared and submitted
5 detailed mediation statements. They exchanged certain portions of their mediation statements with
6 each other, and Transamerica submitted a separate, confidential statement to me as well.

7 7. Because the parties to the mediation submitted their mediation statements and
8 arguments in the context of a confidential mediation process pursuant to Federal Rule of Civil
9 Procedure 408, I cannot reveal their content. However, I can say that the statements, which were
10 plainly the result of hard work and vigorous advocacy, addressed key factual and legal issues related
11 to both liability and damages in this case. I found these mediation statements and follow-up
12 discussions with counsel at the mediation sessions to be extremely valuable in developing an
13 understanding of the relative merits of each side's positions, of the issues that were likely to serve
14 as the primary drivers and obstacles to achieving a settlement, and of the consideration that might
15 support a fair and reasonable settlement.

16 8. The October 9, 2025 mediation session was held at JAMS' Century City office in
17 Los Angeles, California. It was attended by multiple counsel for each party, including
18 Transamerica's in-house counsel. It lasted all day and into the evening. Based on the mediation
19 session, it was apparent to me that both sides possessed strong arguments and that neither side was
20 assured of a victory should the case be litigated to final judgment.

21 9. During the October 9, 2025 session, the parties separately made presentations to me
22 regarding the strengths and weaknesses of their claims and defenses. I then engaged in separate
23 discussions with Plaintiffs' counsel and Transamerica's counsel. Representatives of each side also
24 met occasionally to discuss issues that arose during the discussions. The parties exchanged demands
25 and offers, but the session concluded without the parties reaching any resolution.

26 10. At the conclusion of the October 9, 2025 session, the parties agreed to engage in a
27 second in-person mediation session. The first date that was available for me and for the parties for
28 another mediation session was January 12, 2026, so we agreed to hold a second session on that

1 date.

2 ***The January 12, 2026 Mediation***

3 11. On January 12, 2026, the parties attended a second full-day mediation session at
4 JAMS' Century City office in Los Angeles, California. Again, the mediation was attended by
5 multiple counsel for each side, including Transamerica's in-house counsel.

6 12. During the January 12, 2026 mediation session, I again conferred separately with
7 Plaintiffs' counsel and Transamerica's counsel to discuss the strengths and weaknesses of each
8 side's positions, and to facilitate the exchange of further offers and demands. From time to time,
9 the parties came together to discuss certain points that arose in the course of the discussions.

10 13. Ultimately, at the conclusion of the January 12, 2026 session, the parties reached a
11 tentative proposed settlement, subject to internal corporate approval within Transamerica and, if
12 approved, negotiation of a long-form settlement agreement that generally followed the form of a
13 recently negotiated settlement between Transamerica and Plaintiff's counsel.. Those proposed
14 terms included, but were not limited to: a non-reversionary fund of \$110 million, plus a
15 commitment by Transamerica to credit 40-year bonuses, if and when they came due, for certain
16 policies that explicitly stated that their 40-year bonuses were "guaranteed" At the request of
17 Plaintiffs' counsel and with Transamerica's full agreement, the parties did not negotiate attorneys'
18 fees before reaching agreement on those proposed material terms of the settlement.

19 14. After the parties agreed to the terms and required approval procedures discussed
20 above, the parties negotiated, with my oversight, a proposed agreement that Transamerica would
21 also pay \$4.9 million to resolve Plaintiffs' counsel's claim for attorneys' fees in connection with
22 Transamerica's crediting, in 2025, of certain persistency bonus credits to certain members of the
23 class. Again, at the request of Plaintiffs' counsel, the parties did not negotiate the amount that
24 Plaintiffs' counsel would receive as compensation for its efforts in generating those credits until
25 after the parties agreed to the proposed consideration that the class members would receive, as
26 discussed in paragraph 13.

27 **MY OBSERVATIONS REGARDING THE PROPOSED SETTLEMENT**

28 15. As discussed above, I can attest from firsthand knowledge that the parties negotiated

1 the proposed settlement in good faith and at arm's-length. Without waiving my mediation privilege,
2 I can reveal that throughout the negotiation process the parties held different views about the merits
3 and value of the claims asserted in this case, the defenses, and their respective chances for success
4 through continued litigation. Given these differing viewpoints, the parties engaged in extensive
5 negotiations which included numerous settlement proposals and counterproposals.

6 16. Throughout this process, I met with each side individually to candidly discuss their
7 positions. At all times I found counsel to be engaged, motivated, and knowledgeable about the case.
8 Counsel zealously and professionally advocated for their clients' positions while at the same time
9 recognizing the strengths and weaknesses of their litigation positions, including the risks associated
10 with proceeding to trial and the benefits of settlement.

11 17. From a mediator's perspective, this settlement resulted from a robust, adversarial,
12 arm's length negotiation process between experienced, knowledgeable, and capable counsel who
13 fully understood the strengths and weaknesses of their positions. In my opinion, all sides were well-
14 represented throughout the entire process.

15 18. In light of the facts and stage of the case, and my extensive experience mediating
16 complex litigation matters, I believe that this is a highly successful result for all parties and the
17 class. The settlement obtained is particularly fair, adequate, and reasonable under the circumstances
18 of this case because it provides a very substantial recovery for the class, especially when measured
19 against the obstacles standing in the way of achieving a successful resolution of the claims. The
20 settlement ensures that the class will receive certain money and relief without being exposed to the
21 risks of trial and appeal that could have also caused this case to drag on for years.

22 19. In sum, based on my experience, I believe that this settlement represents a
23 reasonable and fair outcome. As such, I strongly support the approval of the settlement in all
24 respects.

1 I declare under penalty of perjury that the foregoing is true and correct.

2
3 Executed this 3rd day of July, 2026 in Palm Desert, CA.

4 

5 _____
6 Robert A. Meyer, Esq.