UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No.	**EDCV 21-178 JGB (SPx)**	Date	July 30, 2026
Title	***William F. Wren v. Transamerica Life Insurance Company***		

Present: The Honorable	JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE

MAYNOR GALVEZ	Not Reported
Deputy Clerk	Court Reporter

Attorney(s) Present for Plaintiff(s):	Attorney(s) Present for Defendant(s):
None Present	None Present

Proceedings: **Order (1) GRANTING Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (Dkt. No. 207); and (2) VACATING the August 3, 2026 Hearing (IN CHAMBERS)**

Before the Court is Plaintiffs' unopposed motion preliminary certifying the settlement class and approving the class action settlement. ("Motion," Dkt. No. 207.) The Court finds this matter appropriate for resolution without a hearing. See Fed. R. Civ. P. 78; L.R. 7-15. After considering the papers filed in support of the Motion, the Court **GRANTS** the Motion and **VACATES** the August 3, 2026 hearing.

I. BACKGROUND

On February 1, 2021, plaintiff William F. Wren ("Wren") filed a class action complaint against defendant Transamerica Life Insurance Company ("Defendant" or "Transamerica"). ("Complaint," Dkt. No. 1.) On January 31, 2022, Plaintiff Wren filed a motion for summary adjudication. (Dkt. No. 46.) On January 31, 2022, Defendant filed a motion for summary judgment. (Dkt. No. 51.) On November 9, 2022, the Court denied Plaintiff Wren's motion for summary adjudication and granted Defendant's motion for summary judgment. (Dkt. No. 90.)

On November 30, 2022, Plaintiff Wren appealed the instant case to the Ninth Circuit Court of Appeals. (Dkt. No. 92.) On March 7, 2024, the Ninth Circuit issued its opinion reversing and remanding this Court's order granting summary judgment as to Defendant, which went into effect on March 29, 2026. (Dkt. Nos. 95, 96.) On April 4, 2025, Wren and Plaintiff John Murphy (collectively, "Plaintiffs") filed a first amended complaint. ("FAC," Dkt. No. 131.) Plaintiffs allege four counts in the FAC: (1) declaratory relief, (2) breach of express contract, (3) breach of the implied covenant of good faith and fair dealing, and (4) tortious breach of the duty of good faith and fair dealing. (Id.)

On July 10, 2026, Plaintiffs filed the instant Motion. (Motion.) In support of the Motion, Plaintiffs filed the following documents:

- Memorandum of Points and Authorities ("Memorandum," Dkt. No. 207-1);
- Declaration of Zachary B. Savage and attached exhibits ("Savage Decl.," Dkt. No. 207-2);
- Proposed Class Action Settlement Agreement ("Agreement," Dkt. No. 207-5);
- Declaration of Robert A. Meyer, Esq ("Meyer Decl.," Dkt. No. 207-11);
- Declaration of Robert Mills and an attached exhibit ("Mills Decl.," Dkt. No. 207-12); and
- Declaration of Gina Intrepido-Bowden with attached exhibits ("Intrepido-Bowden Decl.," Dkt. No. 207-14).

II. FACTUAL ALLEGATIONS

In 1990, Defendant's predecessor-in-interest General Service Insurance Company issued to Wren a certificate of insurance for a "DRL 10" second-to-die life insurance policy, which insured the lives of his parents in the amount of $1 million. (FAC ¶ 7.) These policies were designed to encourage policyowners to keep their policies in force for 20, 30, and even 40 years. (Id. ¶ 11.) In exchange, Defendant agreed to credit a "Cash Value Increase" ("CVI") to the policy's account value as of the Policy's 20th, 30th, and 40th anniversary dates. (Id.) Furthermore, the agreed to CVIs had to be, and were, substantial. (Id. ¶ 12.) Wren had a contractual right to the CVIs under his policy so long as he paid his premiums on time. (Id. ¶ 19.)

Likewise, in 1991 Defendant's predecessor-in-interest General Service Insurance Company issued to Murphy a certification of insurance for a "DRL 10" life insurance policy insuring his life in the amount of $100,000. (Id. ¶ 20.) These policies were also designed to encourage policyowners to keep their policies in force for 20, 30, and even 40 years. (Id. ¶ 24.) In exchange, Defendant agreed to credit a "Cash Value Increase" ("CVI") to the policy's account value as of the Policy's 20th, 30th, and 40th anniversary dates. (Id.) Furthermore, the agreed to CVIs had to be, and were, substantial. (Id. ¶ 25.) Wren had a contractual right to the CVIs under his policy so long as he paid his premiums on time. (Id. ¶ 31.)

Wren's policy reached its 20th anniversary date on September 4, 2010. (Id. ¶ 35.) Defendant credited Wren with the CVI of $26,889.07 (42% of the first ten years of scheduled premium payments) on his 20th anniversary date. (Id. ¶ 36.) Similarly, Murphy's policy reached its 20th anniversary date on November 18, 2010. (Id. ¶ 38.) Defendant credited Murphy with the CVI of $492.00 (20% of the first ten years of scheduled premium payments) on his 20th anniversary date. (Id. ¶ 39.)

At the time Defendant credited the 20th anniversary CVIs, it made no assertion that its obligations to do so had been released by an earlier settlement in Texas state court, the Oakes settlement, and it continued to perform under Murphy's and Wren's policies consistent with its contractual obligations to make the CVIs. (Id. ¶¶ 39-40.) Alternatively, Defendant ratified its obligation to credit the CVIs on the stated 30th and 40th anniversary dates, notwithstanding the Oakes settlement, through a letter sent to policyowners, including Wren and Murphy. (Id. ¶ 41.) Plaintiffs continued to perform all their premium payment obligations under their policies for the five years following Defendant's payment of the 20th anniversary CVIs. (Id. ¶ 42.)

Through a standardized form letter dated March 25, 2016, Defendant announced to Wren that Defendant would not credit any cash value bonuses for the 30th and 40th anniversary years of his policy as a result of the Oakes settlement. (Id. ¶ 44.) Defendant sent an identical letter to other policyowners, including Wren. (Id. ¶ 45.) Plaintiffs elected to await Defendant's performance as to the 30th anniversary CVI rather than file suit immediately. (Id. ¶ 46.) Defendant failed to pay the 30th anniversary CVI to Plaintiffs. (Id. ¶¶ 47-48.) The Oakes settlement did not extinguish Plaintiffs' claims to receive the CVIs under their policies. (Id. ¶ 49.)

III. LEGAL STANDARD

Approval of a class action settlement requires certification of a settlement class. La Fleur v. Med. Mgmt. Int'l, Inc., 2014 WL 2967475, at *2–3 (C.D. Cal. June 25, 2014) (internal quotation marks omitted). A court may certify a class if the plaintiff demonstrates the class meets the requirements of Federal Rules of Civil Procedure 23(a) and at least one of the requirements of Rule 23(b).[1] See Fed. R. Civ. P. 23; see also Valentino v. Carter-Wallace, Inc., 97 F.3d 1227, 1234 (9th Cir. 1996). Rule 23(a) contains four prerequisites to class certification: (1) the class must be so numerous that joinder is impracticable; (2) there must be questions of law or fact common to the class; (3) the claims of the class representative must be typical of the other class members; and (4) the representative parties must fairly and adequately protect the interests of the class. Rule 23(b) requires one of the following: (1) prosecuting the claims of class members separately would create a risk of inconsistent or prejudicial outcomes; (2) the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive or declaratory relief benefitting the whole class is appropriate; or (3) common questions of law or fact predominate so that a class action is superior to another method of adjudication. Fed. R. Civ. P. 23(b). A plaintiff bears the burden of demonstrating that the requirements of Rule 23 are met. United Steel, Paper & Forestry, Rubber, Mfg. Energy, Allied Indus. & Serv. Workers Int'l Union, AFL-CIO, CLC v. ConocoPhillips Co., 593 F.3d 802, 807 (9th Cir. 2010).

Class action settlements must be approved by the court. See Fed. R. Civ. P. 23(e). At the preliminary approval stage, the court must make a preliminary determination on the fairness,

[1] All references to "Rule" in this Order refer to the Federal Rules of Civil Procedure unless otherwise noted.

reasonableness, and adequacy of the settlement terms." Id. "The settlement need only be potentially fair, as the Court will make a final determination of its adequacy at the hearing on Final Approval." Acosta v. Trans Union, LLC, 243 F.R.D. 377, 386 (C.D. Cal. 2007) (emphasis in original). To determine whether a settlement agreement is potentially fair, a court considers the following factors: "the strength of plaintiff's case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement." Staton v. Boeing Co., 327 F.3d 938, 959 (9th Cir. 2003).

IV. CONDITIONAL CERTIFICATION OF THE PROPOSED SETTLEMENT CLASS

The parties seek certification of the proposed settlement class for purposes of the Agreement. (Mem. at 9-10.) The Agreement defines the proposed settlement class as follows: all persons or entities who presently own or formerly owned a Settlement Class Policy that was in force during the Settlement Class Period." (Agreement ¶ 67.) The "Settlement Class Policy" is defined as the "DRL Policies owned by Settlement Class Members, which were in force as of January 1, 2016." (Id. ¶ 71.) The Agreement provides a list of Plan Codes and Product Codes for the covered DRL Policies. (Id.) The Agreement defines DRL Policies as:

> [T]he form of group universal life insurance coverage that: (a) was owned by individual Settlement Class Members; (b) was in effect on January 1, 2016; (c) was known by the product names "Direct Recognition Life 10" or "Direct Recognition Life 11", or by the attribute codes "DRL-10" or "DRL-11"; and (d) was established and defined by the provisions of a Group Master Policy, Group Insurance Certificate, and Issue Illustration.

(Id. ¶ 35.) The Settlement Class Period is defined as "the period from January 1, 2026 through and including the Final Approval Date." (Id. ¶ 70.) The Court first addresses the Rule 23(a) requirements, then turns to the Rule 23(b) requirements.

A. Requirements of Rule 23(a)

1. Numerosity

A class satisfies the prerequisite of numerosity if it is so large that joinder of all class members is impracticable. Hanlon v. Chrysler Corp., 150 F.3d 1011, 1019 (9th Cir. 1998). To be impracticable, joinder must be difficult or inconvenient, but need not be impossible. Keegan v. Am. Honda Motor Co., 284 F.R.D. 504, 522 (C.D. Cal. 2012). There is no numerical cutoff for sufficient numerosity, but 40 or more members will generally satisfy the numerosity requirement. Id. Here, the proposed settlement class includes 2,356 policies. (Mem. at 17-18 (citing Mills Decl. ¶ 4).) Accordingly, the Court concludes that the numerosity requirement is satisfied.

2. Commonality

The commonality requirement is satisfied when plaintiffs assert claims that "depend upon a common contention . . . capable of classwide resolution—which means that a determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338, 350 (2011).

Here, Defendant breached "materially similar provisions in form insurance policies" through "uniform conduct." (Mem. at 18.) The common question resolving the dispute is whether Defendant was required to credit CVIs on the 30 and 40-year anniversaries of its DRL Policies. (Id.) Class members' claims therefore turn on the same factual and legal questions. Accordingly, Plaintiffs have established commonality.

3. Typicality

"The purpose of the typicality requirement is to assure that the interest of the named representative aligns with the interests of the class." Hanon v. Dataproducts Corp., 976 F.2d 497, 508 (9th Cir. 1992). "The test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiff, and whether other class members have been injured by the same course of conduct." Wolin v. Jaguar Land Rover No. Am., 617 F.3d 1168, 1175 (9th Cir. 2010) (quoting Hanon, 976 F.2d at 508). Because typicality is a permissive standard, the claims of the named plaintiffs need not be identical to those of the other class members. Hanlon, 150 F.3d at 1020.

Here, Plaintiffs' and Class Members' claims arise from the same nucleus of facts—Defendants' alleged failure to pay the CVIs for the 30^{th} and 40^{th} anniversaries of the DRL Policies held by Plaintiffs and Class Members. (Mem. at 20.) Accordingly, the Court is satisfied that Plaintiff has met the typicality requirement.

4. Adequacy

In determining whether a proposed class representative will adequately protect the interests of the class, the court should ask whether the proposed class representative and her counsel have any conflicts of interest with any class member and whether the proposed class representative and her counsel will prosecute the action vigorously on behalf of the class. Johnson v. General Mills, Inc., 275 F.R.D. 282, 288 (C.D. Cal. 2011).

Plaintiffs do not have interests antagonistic to those of the settlement class, have actively participated in this case, and understand their obligations. (Mem. at 19.) Furthermore, Plaintiffs are represented by competent counsel, Susman Godfrey L.L.P. and Bonnett Fairbourn Friedman & Balint, P.C., with experience in class actions ("Class Counsel"). (Id.) Class Counsels' firms have been lead counsel in numerous cases similarly dealing with an insurer's alleged breach of its policies and have vigorously prosecuted this case for years. (Id.) Accordingly, the Court concludes that Plaintiffs and Class Counsel will adequality represent the interests of the proposed class.

B. Requirements of Rule 23(b)

"In addition to satisfying Rule 23(a)'s prerequisites, parties seeking class certification must show that the action is maintainable under Rule 23(b)(1), (2), or (3)." Amchem Prod., Inc. v. Windsor, 521 U.S. 591, 614 (1997). Here, Plaintiffs assert the Agreement satisfies the requirements of Rule 23(b)(3). (Mem. at 20.)

Rule 23(b)(3) requires (1) issues common to the whole class to predominate over individual issues and (2) that a class action be a superior method of adjudication for the controversy. See Fed. R. Civ. P. 23(b)(3). As to predominance, the "inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." Hanlon, 150 F.3d at 1022 (quoting Amchem, 521 U.S. at 623). "[T]he examination must rest on 'legal or factual questions that qualify each class member's case as a genuine controversy, questions that preexist any settlement.'" Id. (quoting Amchem, 521 U.S. at 623). A class should not be certified if the issues of the case require separate adjudication of each individual class member's claims. Id.

Here, adjudication by representation is warranted because every Class Member was affected by the same alleged "breach of standardized provisions in integrated, form contracts," namely Defendant's failure to pay the CVIs for the 30th and 40th anniversaries of the DRL Policies held by Plaintiffs and Class Members. (Mem. at 20.) Furthermore, the Settlement Class Members' damages will be calculated using the same formula of multiplying the CVI percentage by the first ten years of scheduled premiums. (Id.) Plaintiffs' claim is based on factual and legal questions about Defendant's practices that are not only common to the Class Members, but predominate under FRCP 23(e). (Id.) The Court is satisfied that the common questions predominate.

A class action must also be superior to other methods of adjudication for resolving the controversy. Fed. R. Civ. P. 23(b)(3). To determine superiority, a court's inquiry is guided by the following pertinent factors:

> (A) the class members' interests in individually controlling the prosecution or defense of separate actions;
> (B) the extent and nature of any litigation concerning the controversy already begun by or against class members;
> (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
> (D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3)(A)–(D). However, "[confronted] with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial." Amchem, 521 U.S. at 620.

Here, Plaintiffs note that litigating each claim individually would be challenging due to the expense of hiring experts and conducting burdensome discovery required to litigate this case on a policy-by-policy basis. (Mem. at 23.) Accordingly, the Court concludes the superiority requirement is satisfied.

V. SETTLEMENT AGREEMENT

The Court incorporates by reference the definitions provided in the Agreement; all terms defined therein shall have the same meaning in this order.

A. The Settlement Class

The Settlement Class is defined as: "all persons or entities who presently own or formerly owned a Settlement Class Policy that was in force during the Settlement Class Period." (Agreement ¶ 67.) The "Settlement Class Policy" is defined as the "DRL Policies owned by Settlement Class Members, which were in force as of January 1, 2016." (Id. ¶ 71.) The Agreement provides a list of Plan Codes and Product Codes for the covered DRL Policies. (Id.) The Agreement defines DRL Policies as:

> [T]he form of group universal life insurance coverage that: (a) was owned by individual Settlement Class Members; (b) was in effect on January 1, 2016; (c) was known by the product names "Direct Recognition Life 10" or "Direct Recognition Life 11", or by the attribute codes "DRL-10" or "DRL-11"; and (d) was established and defined by the provisions of a Group Master Policy, Group Insurance Certificate, and Issue Illustration.

(Id. ¶ 35.) The Settlement Class Period is defined as "the period from January 1, 2026 through and including the Final Approval Date." (Id. ¶ 70.)

Excluded from the Class are Defendant, officers and directors of Defendant, employees in Class Counsel's firms, policyowners who execute a request for exclusion, certain policyowners who signed prior confidential agreements with Defendant, as well as the judge(s) presiding over this matter and his immediate family. (Id. ¶ 67.)

B. Release

In exchange for the Settlement's benefits, all Settlement Class Members will release all Released Claims against Defendant as detailed in the Settlement Agreement. (Mem. at 7.)

The release provision provides that:

> In consideration of the promises and covenants of settlement between and among the Parties and as further contained in this Settlement Agreement (including, but not limited to, the compensation to Settlement Class Members), the Releasors hereby expressly release and discharge Releasees from and against any and all claims, causes of action, debts, liabilities, damages, restitution, equitable, legal and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agency, which the Releasors ever had, now have or hereafter may have against the Releasees, from the beginning of time through the Final Settlement Date, arising out of or relating to TLIC's refusal to credit the Settlement Class Policies' Cash Value Increases and its good faith in connection with the same, and including any claims or causes of action that were or could have been alleged in the CAC that are based on the same factual predicate. . . .

(Id. ¶ 113.) The Settlement Class Release provision provides that:

> Releasors hereby expressly further agree that they will not now or hereafter institute, maintain, assert, join, or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the foregoing Released Claims.

(Id.) Additionally, the Releasors agree to:

> [P]rospectively release and discharge Releasees from and against any and all claims, causes of action, debts, liabilities, damages, restitution, equitable, legal and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any future claim to recovery or relief as a result of action by any state or federal government agency, which the Releasors may hereafter have against the Releasees, from the Final Settlement Date through the end of time, arising out of or relating to the Cash Value Increases for the Settlement Class Policies.

(Id. ¶ 114.) Released Claims do not include any "(a) any claim for payment of a death benefit other than any claim for any unpaid CVIs as a portion of a death benefit; (b) any claims or rights to otherwise enforce the terms of a DRL Policy unrelated to the Cash Value Increases; or (c) any claims to enforce the settlement." (Id. ¶ 113.)

C. Monetary Terms

The Agreement provides for a non-reversionary cash Settlement Fund of $110 million, which will be paid into an interest-bearing escrow account. (Id. ¶ 80.) The amount of the Settlement Fund will be proportionally reduced based on the aggregate shares of all unpaid 30-year CVI amounts for Settlement Class policies that validly opt-out of the Agreement. (Id. ¶ 81.)

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1. Cash Compensation to Settlement Class Members

All Settlement Class Members who do not validly opt out will receive a pro rata share of the Net Settlement Fund. (Id. ¶ 82, Ex. A.) Cash Compensation payments shall be issued on a pro rata basis, such that the aggregate value of the Cash Compensation payments does not exceed the Net Settlement Fund. (Id., Ex. A.)

Settlement Class Members will receive settlement payments via check mailed by the Settlement Administrator. (Id. ¶ 83.) Any monies remaining in the Net Settlement Fund one year and thirty days after the issuance of the first checks shall be redistributed on a pro-rata basis to the extent feasible. (Id., Ex. A.) To the extent there are remaining funds in the Net Settlement Fund after redistribution, the Plaintiffs shall petition the Court for approval of the distribution of unclaimed funds. (Id. ¶ 85.)

D. Equitable Relief

Under the Agreement, Defendant agrees to not to rescind, revoke, or reverse the credits it has made or has committed to make as a result of this litigation. (Id. ¶ 86.) Defendant additionally agrees that it will credit the 40-year guaranteed CVI for each DRL Policy that is to be credited as part of this litigation so long as each DRL Policy remains in force on its 40-year anniversary. (Id. ¶ 87.) Defendant further agrees not to deny coverage of any death claims submitted by Settlement Class Members "based on any alleged lack of insurable interest or misrepresentations made in connection with the original application process." (Id. ¶ 88.)

E. Attorneys' Fees, Costs, Expenses, and Service Awards

The Agreement provides for a service award of up to $25,000 for each of the two Plaintiffs. (Id. ¶ 121.) The Agreement additionally allows Class Counsel to move for attorneys' fees not to exceed 33 1/3% of the gross benefits provided to the Settlement Class in addition to reimbursement for expenses incurred or to be incurred, which will be paid out of the Final Settlement Fund. (Id. ¶ 124.) Defendant also agreed to separately pay Class Counsel $5,835,397.97 in fees. (Id. ¶ 127.) The Settlement Agreement is not a condition on the Court's approval of the service awards to Plaintiffs or the attorneys' fees and expenses for Class Counsel. (Id. ¶ 129.)

F. Notice

Within 14 days after preliminary approval, Defendant will provide the Settlement Administrator with a list of owner-address information available from its files. (Savage Decl. ¶ 34.) No later than 28 days after preliminary approval, the Settlement Administrator will send the Settlement Class Notice by first-class mail to the last known address in Defendant's records for each reasonably-identifiable person or entity in the Settlement Class. (Agreement ¶ 91.) The Settlement Administrator will additionally post a publication notice on the Settlement Class Website. (Id. ¶¶ 91, 95.) The Settlement Administrator will establish and maintain an automated toll-free number and email address by which Settlement Class Members can receive information about the instant case. (Savage Decl. ¶ 36.) Defendant will have served notices of the proposed settlement upon the appropriate officials as required by the Class Action Fairness Act, 28 U.S.C. § 1715, within ten days after the filing of the Motion. (Agreement ¶ 97.)

G. The Proposed Settlement Administrator

Plaintiffs' Counsel selected JND Legal Administration ("JND") as the Settlement Administrator after reviewing multiple factors, which include JND's experience, pricing, and history of engagements with Plaintiffs' Counsel. (Mem. at 21; Savage Decl. ¶ 32.) The Settlement Administrator will be paid from the Final Settlement Fund. (Agreement ¶ 65.) JND will manage the notice program, requests for exclusion, the case email address, the toll-free number, and the Settlement Class Website, which will contain answers to frequently asked questions, contact information, key dates, and links to the Long Form Notice, Settlement Agreement, and other important case documents. (Intrepido-Bowden Decl. ¶ 13.)

H. Opt-Out and Objection Procedures

Any Settlement Class Member may submit a Request for Exclusion from the Settlement via U.S. mail and postmarked no later than 45 days from the Notice Date. (Agreement ¶ 100.) To be valid, the Request for Exclusion must include (i) the name of the Action, (b) the full name of the person requesting exclusion, the Policyowner name(s), mailing address, email address (optional), and telephone number; (c) the Certificate Number(s) of the Policy(ies) to be excluded from the Settlement Class; (d) the personal signature of all Policyowners; and (e) the words "Request for Exclusion" or a clear and similar statement that the Policyowner(s) does not want to participate in the settlement. (Id. ¶ 101.) If there are multiple policyowners with respect to a single Policy, all the policyowners must sign the Request for Exclusion unless the signatory can submit a copy of a valid power of attorney to act on behalf of all the policyowners. (Id.)

Any Settlement Class Member who wishes to object to the proposed Settlement Agreement must file with the Court and serve a statement of objection to the Settlement on counsel for the respective parties (as identified in the Settlement Class Notice) within 45 days after the Notice Date. (Id. ¶ 106.) The Statement of Objection must include: (a) the name of the Action; (b) the full name of the person filing the Statement of Objection, the Settlement Class Member's name(s), mailing address, email address (optional), and telephone number; (c) the relevant Certificate Number(s); (d) the personal signature of all Settlement Class Members; (e) a statement that the Settlement Class Member objects to the settlement, in whole or in part; (f) an explanation of the legal and factual basis for the objection; (g) copies of any papers, briefs, or other documents upon which the objection is based; (h) a list of all persons who will be called to testify in support of the objection, if any; and (i) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing, and, if represented by counsel, the identity of all attorneys representing the objecting Settlement Class Member. (Id. ¶ 107.) If there are multiple policyowners with respect to a single Policy, all the policyowners must sign the

Statement of Objection unless the signatory can submit a copy of a valid power of attorney to act on behalf of all the policyowners. (Id.)

VI. PRELIMINARY APPROVAL OF THE SETTLEMENT

"[Rule 23] requires the district court to determine whether a proposed settlement is fundamentally fair, adequate, and reasonable." Hanlon, 150 F.3d at 1026. To determine whether a settlement agreement meets these standards, the court considers a number of factors, including "the strength of the plaintiff's case, the risk, expense, complexity, and likely duration of further litigation, the risk of maintaining class action status throughout trial, the amount offered in settlement, the extent of discovery completed, and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." Stanton, 327 F.3d at 959 (internal citations omitted). The settlement may not be a product of collusion among the negotiating parties. In re Mego Fin, Corp. Sec. Litig., 213 F.3d 454, 458 (9th Cir. 2000) (citing Class Plaintiffs v. City of Seattle, 955 F.2d 1268, 1290 (9th Cir. 1992)).

"At the preliminary approval stage, some of the factors cannot be fully assessed. Accordingly, a full fairness analysis is unnecessary." Litty v. Merrill Lynch & Co., 2015 WL 4698475, *8 (C.D. Cal. Apr. 27, 2015). Rather, the court need only decide whether the settlement is potentially fair, Acosta, 243 F.R.D. at 386, in light of the strong judicial policy in favor of settlement of class actions. Class Plaintiffs, 955 F.2d at 1276. "[T]he court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." Hanlon, 15 F.3d at 1027 (internal citation omitted).

A. Extent of Discovery and Stage of the Proceedings

For a court to approve a proposed settlement, "[t]he parties must . . . have engaged in sufficient investigation of the facts to enable the court to intelligently make an appraisal of the settlement." Acosta, 243 F.R.D. at 396 (internal citations omitted). Here the parties engaged in fact-investigation through discovery after the Ninth Circuit issued its mandate. (Mem. at 4.) Defendant provided Plaintiffs with 59 document productions, including more than 2 million pages of documents, more than 1,800 Excel spreadsheets, and more than 580 audio files. (Savage Decl. ¶ 13.) Defendant provided 10 sets of responses to Plaintiffs' interrogatories and Plaintiffs deposed nine of Defendant's employees and took a 30(b)(6) deposition from three individuals over three days. (Id. ¶¶ 13-14.) On May 27, 2025, Defendant's counsel informed Plaintiffs' counsel that Defendant would begin paying certain Class Members their 30-year CVIs, as well as their 40-year CVIs if the policies continued to the 40-year anniversary. (Id. ¶ 17.) Plaintiffs later confirmed in discovery that Defendant's payments arose because of this litigation. (Id. ¶ 19.) Specifically, the legal basis upon which Transamerica had not made the payments was rejected by the Ninth Circuit. (Id.) Thus, the settlement here was reached only after lengthy litigation that resulted in a successful appeal to the Ninth Circuit for Plaintiffs and extensive discovery. The mediator Robert A. Meyer, Esq., states that: "[T]his settlement resulted from a robust, adversarial, arm's length negotiation process between experienced, knowledgeable, and capable counsel who fully understood the strengths and weaknesses of their positions." (Meyer Decl. ¶ 17.)

Thus, the Court finds each side has a clear idea of the strengths and weaknesses of its respective case and concludes that the extent of discovery and the stage of proceedings weigh in favor of preliminary approval. See Lewis v. Starbucks Corp., 2008 WL 4196690, at *6 (E.D. Cal. Sept. 11, 2008) ("[A]pproval of a class action settlement is proper as long as discovery allowed the parties to form a clear view of the strengths and weaknesses of their cases."); In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 459 (9th Cir. 2000) (internal citation omitted) ("[F]ormal discovery is not a necessary ticket to the bargaining table where the parties have sufficient information to make an informed decision about settlement."); Manual for Complex Litigation (Fourth) § 13.12 (2004) (recognizing benefits of settlement are diminished if postponed until discovery is completed and approving of targeting early discovery at information needed for settlement negotiations).

B. Amount Offered in Settlement

In determining whether the amount offered in settlement is fair, a court compares the settlement amount to the parties' estimates of the maximum amount of damages recoverable in a successful litigation. In re Mego, 213 F.3d at 459.

The Agreement provides for a non-reversionary cash Settlement Fund of $110 million. (Mem. at 6.) Plaintiffs estimate that the monetary relief for the Settlement Class will be a pro rata share per class member that results in the Settlement Class Members recovering between 90.6% and 134.8% of the unpaid CVIs owed by Defendant. (Id. at 14; Mills Decl. ¶¶ 6,7.) Plaintiffs contend this relief is, at minimum, nearly the same amount of relief the Settlement Class could have hoped to recover at trial. (Mem. at 14.)

"'It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.'" In re Mego, 213 F.3d at 459 (quoting Officers for Justice v. Civil Serv. Comm'n, 688 F.2d 615, 628 (9th Cir. 1982)). In In re Mego, the Ninth Circuit considered the difficulties in proving the case and determined the settlement amount, which was one-sixth of the potential recovery, was fair and adequate. Id. Given the difficulties posed to each individual of pursuing his or her claim and the fact that Settlement Class Members will be recovering, at minimum, 90% of the amount owed to them, the Court finds the settlement amount is potentially fair at this stage. However, the Court advises Plaintiffs to provide greater detail as to the dollar amount to be recovered by the Settlement Class Members.

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C. Strength of Case and Risk, Expense, Complexity, and Likely Duration of Litigation

The risk, expense, and complexity of further litigation is significant, and "[e]stimates of what constitutes a fair settlement figure are tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years)." Schaffer v. Litton Loan Servicing, LP, 2012 WL 10274679, at *11 (C.D. Cal. 2012).

Plaintiffs argue that their claims "carry substantial risks" given Defendant's previous successful challenges of this case in this Court. (Mem. at 13.) Even had Plaintiffs won at trial, they contend that Defendant would have contested any damages award likely resulting in a second appeal. (Id. at 14.) Thus, further litigation would delay relief whereas the Settlement Agreement provides "substantial benefits," comparable or even superior to a trial victory. (Id. at 13-14.)

The Court agrees with Plaintiffs that the risk, expense, and likely duration of further litigation weigh in favor of preliminary approval. Without the Agreement, the parties would be required to litigate class certification, as well as the ultimate merits of the case—a process which the Court acknowledges is long and expensive. Overall, these factors weigh in favor of preliminary approval.

D. Experience and Views of Counsel

"Great weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation." Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc., 221 F.R.D. 523, 528 (C.D. Cal. 2004) (internal citation omitted). Here, the parties reached settlement after review of their claims and defenses, with the assistance of a mediator, and Plaintiffs' counsel and the mediator recommend approval of the Agreement. (Savage Decl. ¶ 31; Meyer Decl., ¶¶ 18-19.) The Court finds this factor weighs in favor of preliminary approval.

E. Collusion Between the Parties

"To determine whether there has been any collusion between the parties, courts must evaluate whether 'fees and relief provisions clearly suggest the possibility that class interests gave way to self interests,' thereby raising the possibility that the settlement agreement is the result of overt misconduct by the negotiators or improper incentives for certain class members at the expense of others." Litty, 2015 WL 4698475, at *10 (quoting Staton, 327 F.3d at 961).

As an initial matter, the Court notes that settlement negotiations were conducted at arms-length. (Mem. at 11-12.) The parties engaged in mediation with an experienced and well-regarded mediator. (Meyer Decl. ¶¶ 1-2.) The use of a mediator experienced in the settlement process tends to establish that the settlement process was not collusive. See, e.g., Satchell v. Fed Ex. Corp., 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007).

The Court next evaluates the settlement's financial terms. The Agreement is not contingent upon the Court awarding Class Representative Service Awards or attorneys' fees, costs, and expenses. (Agreement ¶ 129.) Instead, Plaintiffs will file a motion for attorneys' fees, costs, and Service Awards. (Id. ¶¶ 121, 124.)

Plaintiffs anticipate seeking Service Awards for Class Representatives not to exceed $25,000 each. (Id. ¶ 121.) A court may grant a modest incentive award to class representatives, both as an inducement to participate in the suit and as compensation for the time spent in litigation activities. See In re Mego, 213 F.3d at 463 (finding the district court did not abuse its discretion in awarding an incentive award to the class representatives). Plaintiffs argue that they litigated this case "past summary judgment and through appeal to the Ninth Circuit, through intensive fact discovery, and mediation." (Mem. at 11.) The Court advises Plaintiffs to provide greater detail about their time spent participating in the litigation in their future motion. See Radcliffe v. Experian Info. Sols. Inc., 715 F.3d 1157, 1165 (9th Cir. 2013) (stating that there is a "serious question whether [a] class representative[] could be expected to fairly evaluate whether awards ranging from $26 to $750 is a fair settlement when [the class representative] would receive $5,000" in an incentive award).

As for attorneys' fees, Plaintiffs' Counsel anticipates requesting an award of up to $288,750, or 33% of the total value of the settlement fund no later than 59 days after preliminary approval. (Mem. at 6, 22.) The Ninth Circuit has found that a benchmark of 25% of the common fund is a reasonable attorneys' fee award. Hanlon, 150 F.3d at 1029. However, this Court has previously determined that "courts within this Circuit routinely award attorneys' fees equal to one-third of a gross settlement amount." Rubin-Knudsen v. Arthur Gallagher & Co., No. EDCV 18-6227 JGB (SPx), 2021 WL 4924765, at *7 (C.D. Cal. Mar. 19, 2021) (collecting cases). Assuming Plaintiffs' counsel will provide support for their anticipated fee award request in their future motion, the Court finds that the anticipated fee award request is ***potentially*** reasonable. The Court further advises Plaintiffs to inform the Court as to the estimated costs for the services of the Settlement Administrator.

F. Remaining Factors

In addition to the factors discussed above, the Court may consider the risk of maintaining class action status throughout the trial, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. Staton, 327 F.3d at 959 (internal citations omitted). At this stage, the Court cannot fully analyze the remaining factors. For example, there is no governmental participant in this action. Additionally, the settlement class members have yet to receive notice of the settlement Agreement and have not had an opportunity to comment or object to its terms. The Court directs Plaintiffs, in their motion for final approval, to provide briefing on these issues.

On balance the factors support preliminary approval of the Agreement. The Agreement is potentially fair, adequate, and reasonable.

VII. CLASS NOTICE

Rule 23(c)(2)(B) requires that the Court "direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort."

The Court finds that the form and content of the proposed Settlement Class Notice is reasonable and fair and adequately advises Class Members of the terms of the proposed settlement; of their right to payment under the settlement; of their right to file a Request for Exclusion or Statement of Objection; of the preliminary court approval; of the timing and procedural requirements for excluding oneself from the Class and/or objecting to the settlement; and of the date of the final approval hearing. Thus, the Court finds that the Settlement Class Notice clearly comports with all constitutional requirements, including those of due process.

The Agreement provides that within 28 days of the Preliminary Approval Date, the Settlement Administrator will send Settlement Class Notice by first-class mail to the last known address in Defendant's records and publish the Settlement Class Notice on the Settlement Class Website. (Agreement ¶¶ 91, 95.) The Court finds that the notice plan constitutes an effective method of notifying Settlement Class Members of their rights with respect to this action and settlement. (Mem. at 21-22.)

VIII. CONCLUSION

For the foregoing reasons, the Court **GRANTS** Plaintiffs' Motion for preliminary approval. The Court **ORDERS** as follows:

1. The Agreement is preliminarily approved as potentially fair, reasonable, and adequate for members of the settlement class. However, in their motion for final approval, Plaintiffs shall address the concerns raised above.

2. The following Settlement Class is certified for settlement purposes only:

All persons or entities who presently own or formerly owned a Settlement Class Policy that was in force during the Settlement Class Period.

3. The Court appoints Susman Godfrey L.L.P. and Bonnett Fairbourn Friedman & Balint, P.C., to serve as counsel on behalf of the Settlement Class for purposes of settlement only.

4. Plaintiffs William F. Wren and John Murphy are appointed as the representatives of the Settlement Class for purposes of settlement only.

5. The Court appoints JND Legal Administration as the settlement administrator.

6. The Court approves, as to form and content, the Settlement Class Notice.

7. The Court approves the methods for giving notice of the Agreement to the Settlement Class, as stated in the Agreement and the Motion.

8. No later than 28 days after the entry of this Order, the Settlement Administrator shall disseminate the Settlement Class Notice via mail to the Settlement Class.

9. The Objection Deadline shall be no later than 45 calendar days after the Notice Date. The Exclusion Deadline shall be no later than 45 calendar days after the Notice Date. Counsel's Motions for Attorneys' Fees, Costs, and Service Payments shall be filed 59 court days after the entry of this Order.

10. The Final Approval Hearing shall be held on **Monday, November 9, 2026**, at 9:00 a.m. in Courtroom 1 of the United States District Court for the Central District of California, Eastern Division, located at 3470 12th Street, Riverside, California 92501. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to Class Members. After the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

11. The parties' briefs and other papers in support of final approval of the proposed settlement shall be filed with the Court no later than 28 days prior to the Final Approval Hearing.

12. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those pertaining to the administration of the settlement.

13. If for any reason the Court does not execute and file an order granting Final Approval of the Settlement, or if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, the Settlement Agreement and all evidence and proceedings had in connection therewith shall be dismissed without prejudice to the status quo ante rights of the parties in this action, as set forth in the Settlement Agreement, and this Order shall be rendered null and void and shall be vacated.

14. The August 3, 2026 hearing is **VACATED**.

IT IS SO ORDERED.