

THIS IS AN IMPORTANT LEGAL NOTICE

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF OHIO**

**JOHN FASTRICH and UNIVERSAL
INVESTMENT SERVICES, INC. and
REGINALD J. GOOD d/b/a Reginald J.
Good Agency,**

Plaintiffs,

vs.

**CONTINENTAL GENERAL INSURANCE
COMPANY, GREAT AMERICAN
FINANCIAL RESOURCE, INC.,
AMERICAN FINANCIAL GROUP, INC.,
LOYAL AMERICAN LIFE INSURANCE
COMPANY, and AMERICAN
RETIREMENT LIFE INSURANCE
COMPANY,**

Defendants

CASE NO. 1:17-cv-00615-SJD

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

**MEMORANDUM CONCERNING THE SENDING OF SECOND LONG FORM NOTICE OF
PROPOSED CLASS ACTION SETTLEMENT AND CLAIM FORM**

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

A COURT ORDERED THIS MEMORANDUM TO BE POSTED. IT IS NOT A LAWYER SOLICITATION. YOU MAY BE ELIGIBLE FOR BENEFITS FROM THE PROPOSED SETTLEMENT OF A CLASS ACTION FILED ON YOUR BEHALF. YOUR RIGHTS MAY BE AFFECTED BY THIS LITIGATION.

MEMORANDUM

You are receiving a second Long Form Notice and Claim Form that relates to a proposed settlement of claims in a pending class action. As explained in this Long Form Notice, this lawsuit alleges that Defendants Continental General Insurance Company, Great American Financial Resources, Inc., American Financial Group, Inc., Loyal American Life Insurance Company, and American Retirement Life Insurance Company failed to pay appropriate commissions, renewals, or overrides on insurance products sold by licensed agents (the "Action"). Defendants deny that they did anything wrong. The Court has not decided who is right. Instead, the parties have agreed to compromise.

The Court ordered a second Long Form Notice and Claim Form to be sent to you to provide corrected information concerning your legal rights and options in the proposed settlement. The terms of the proposed settlement have not changed. More information, including a copy of the Settlement Agreement and this second Long Form Notice and Claim Form showing the additional information, is available at www.strategicclaims.net/continental.

This second Long Form Notice allows you additional time to respond by choosing to submit a claim form, object to the settlement, opt out of the settlement or do nothing. (See Long Form Notice at

page 2.) In addition, the Court has rescheduled the Fairness Hearing for September 17, 2019 at 1:30 PM in Courtroom 109 at the Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, Ohio 45202. (See Long Form Notice at page 8.)

Please review this corrected Long Form Notice, even if you previously responded to the first Long Form Notice:

1. **If you previously responded to the first Long Form Notice and take no action in response to this second Long Form Notice, your previous response will stand.** For example, if you previously submitted a Claim Form, that Claim Form is still valid and will be considered to be timely submitted and evaluated as set forth in the first Long Form Notice and Claims Form. If you previously requested to be excluded from the settlement and take no further action, you will remain excluded.
2. **If you previously responded to the first Long Form Notice and now respond again to this second Long Form Notice, your new response will control.** For example, if you previously submitted a Claim Form and now submit a second timely and valid Claim Form in response to this second Long Form Notice, your first Claim Form will be disregarded and the Claims Administrator will process your second Claim Form. If you previously submitted a Claim Form and now submit a timely request to be excluded from the settlement, you will be excluded from the settlement.
3. **If you did not previously respond to the first Long Form Notice, you may still respond to this second Long Form Notice.** If you did not previously respond to the first Long Form Notice, you can now either: (a) respond, as set forth in the second Long Form Notice, by choosing to submit a Claim Form, object to the settlement, or opt out of the settlement; or (b) do nothing.

If you (a) did not previously submit a Claim Form, and (b) also do not submit a timely and valid Claim Form in response to this second Long Form Notice, then you will not be eligible for a payment from the proceeds of the proposed settlement.

THIS IS AN IMPORTANT LEGAL NOTICE

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF OHIO**

**JOHN FISTRICH and UNIVERSAL
INVESTMENT SERVICES, INC. and
REGINALD J. GOOD D/B/A REGINALD J.
GOOD AGENCY,**

Plaintiffs,

vs.

**CONTINENTAL GENERAL INSURANCE
COMPANY, GREAT AMERICAN
FINANCIAL RESOURCE, INC.,
AMERICAN FINANCIAL GROUP, INC.,
LOYAL AMERICAN LIFE INSURANCE
COMPANY, and AMERICAN
RETIREMENT LIFE INSURANCE
COMPANY,**

Defendants

CASE NO. 1:17-cv-00615-SJD

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

LONG FORM NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

A COURT ORDERED THIS NOTICE TO BE POSTED. IT IS NOT A LAWYER SOLICITATION. YOU MAY BE ELIGIBLE FOR BENEFITS FROM THE PROPOSED SETTLEMENT OF A CLASS ACTION FILED ON YOUR BEHALF. YOUR RIGHTS MAY BE AFFECTED BY THIS LITIGATION.

THE PROPOSED SETTLEMENT

This Notice relates to a proposed settlement of claims in a pending class action lawsuit that alleges that Defendants Continental General Insurance Company, Great American Financial Resources, Inc., American Financial Group, Inc., Loyal American Life Insurance Company, and American Retirement Life Insurance Company failed to pay appropriate commissions, renewals, or overrides on insurance products sold by licensed agents (the "Action"). Defendants deny that they did anything wrong. The Court has not decided who is right. Instead, the parties have agreed to compromise. A more detailed description of the Action is set forth on page 3 below.

If you are a Settlement Class Member, the settlement is approved, and you timely submit a Claim Form, you may be entitled to receive a pro-rata share of the settlement amount. Specifically, the Settlement Class representatives, John Fistrich, Universal Investment Services, Inc., and Reginald J. Good d/b/a Reginald J. Good Agency ("Plaintiffs"), on behalf of themselves and the Settlement Class, have reached a proposed settlement of the Action with Continental General Insurance Company, Great American Financial Resources, Inc., American Financial Group, Inc., Loyal American Life Insurance Company, and American Retirement Life Insurance Company for \$1,250,000.00 in cash that, if approved, will resolve all claims in the Action (the "Settlement").

More information, including a copy of the Settlement Agreement, is available at www.strategicclaims.net/continental. You may also view the Settlement Agreement and other documents in this case on file with the Clerk of Court, United States District Court for the Southern District of Ohio, Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, OH 45202.

Plaintiffs will apply to the Court for an award of attorneys' fees, reimbursement of litigation expenses and claims administration costs, and incentive awards for named Plaintiffs to be paid from the settlement fund, not to exceed \$450,000 of the settlement amount on behalf of the counsel who represented Plaintiffs and the Settlement Class in this Action.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact Defendants or their counsel. All questions should be directed to Class Counsel or the Claims Administrator. Their contact information is on pages 8 and 9.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN AUGUST 24, 2019	This is the only way to be eligible to receive a payment from the Settlement Fund. Whether or not you submit a Claim Form, you will be bound by the Settlement if approved by the Court and you will give up any Released Claims (defined below) that you have against Defendants and the other Releasees (defined below).
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS POSTMARKED NO LATER THAN AUGUST 19, 2019	If you do not like the proposed Settlement or the request for attorneys' fees and reimbursement of litigation expenses and claims administration costs, you may write to the Court and explain why you do not like them. You cannot object to the Settlement or the fee and expense request unless you are a Settlement Class Member.
OPT OUT BY SUBMITTING A WRITTEN REQUEST TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS SO THAT IT IS POSTMARKED NO LATER THAN AUGUST 19, 2019	If you wish to retain the right to sue separately for claims released by the Settlement, you can exclude yourself from the Settlement Class. You can exclude yourself from the Settlement Class by mailing written notice of your intent to exclude yourself from the Settlement Class to the address set forth below so that it is postmarked by AUGUST 19, 2019 .
GO TO A HEARING ON, AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS POSTMARKED NO LATER THAN AUGUST 19, 2019	Filing a written objection and notice of intention to appear by AUGUST 19, 2019 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement and/or the request for attorneys' fees and reimbursement of litigation expenses and claims administration costs. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a Settlement Class Member, you will not be eligible to receive any payment from the Settlement Fund if you do not submit a valid Claim Form. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

WHAT THIS NOTICE CONTAINS

Why Did I Get This Notice?.....	Page 3
What Is This Case About?	Page 3
How Do I Know If I Am Affected By The Settlement? Who Is Included In The Settlement Class?.....	Page 4
How Are Settlement Class Members Affected By The Action And The Settlement?	Page 5
How Do I Participate In The Settlement? What Do I Need To Do?	Page 6
How Much Will My Payment Be?	Page 6
Can I Exclude Myself From This Settlement?	Page 7
What Payment Are The Attorneys For The Class Seeking?	Page 7
When And Where Will The Court Decide Whether To Approve The Settlement?	Page 8
Additional Information.....	Page 9

WHY DID I GET THIS NOTICE?

1. The United States District Court for the Southern District of Ohio Western Division (the “Court”) directed that this Notice be mailed to you because you sold insurance products for Continental General Insurance Company, Great American Financial Resource, Inc., American Financial Group, Inc., and/or Cigna Supplemental Benefits, through Loyal American Life Insurance Company and/or American Retirement Life Insurance Company (collectively referred to as “Defendants”), and may be a member of the Settlement Class, as defined below. The Court has directed us to send you this Notice because you may be a Settlement Class Member and have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, the claims administrator selected and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.
2. The purpose of this Notice is to inform you of the terms of the proposed Settlement and how you might be affected, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and the motion by Class Counsel for an award of attorneys’ fees and reimbursement of litigation expenses and claims administration costs (the “Final Settlement Hearing”). The Section entitled, “When and Where Will the Court Decide Whether To Approve the Settlement?” on page 8 provides details about the Final Settlement Hearing, including the date and location of the hearing.
3. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

1. This is a proposed settlement of a class action lawsuit brought in the Court against Defendants. A class action is a lawsuit in which one or more persons sue on behalf of others who have similar claims. The members of this group are called the class. In this lawsuit, Plaintiffs allege that Defendants failed to pay appropriate commissions, renewals, or overrides on insurance products sold by licensed agents.
2. Specifically, on October 26, 2016, Plaintiffs John Fastrich and Universal Investment Services, Inc. filed a Class Action Complaint against Continental General Insurance Company, Great American Financial Resources, Inc., American Financial Group, Inc., and Cigna Corporation in the United States District Court for the District of Nebraska, captioned *John Fastrich, et al. v. Continental General*

Insurance Company, et al., Case No. 8:16-cv-00487-LSC-FG3 (“Nebraska Action”). Cigna Corporation and American Financial Group, Inc. were dismissed without prejudice from the Nebraska Action. Great American Financial Resources, Inc. was dismissed because the court in the Nebraska Action lacked personal jurisdiction. The Nebraska Action is currently stayed.

3. On September 14, 2017, Plaintiffs John Fastrich, Universal Investment Services, Inc., and Reginald J. Good d/b/a Reginald J. Good Agency filed a second Class Action Complaint against Great American Financial Resources, Inc. in the Southern District of Ohio, captioned *John Fastrich, et al. v. Great American Financial Resources, Inc.*, Case No. 1:17-cv-00615-SJD (“Ohio Action”). The Ohio Action arises out of the allegations regarding commissions, renewals, or overrides on insurance products not being appropriately paid to agents. This Settlement is entered in the Ohio Action.
4. Plaintiffs and Defendants have concluded that settlement is in their best interests because of the uncertainty, expenses, risks, and delays of litigation. The parties have reached a proposed settlement entitling eligible Settlement Class Members who timely submit a Claim Form to receive a specified amount if they sold Long-Term Care policies before January 2000, if they did not receive commissions in accordance with the vesting provisions of their contracts, and/or if they were removed as the agent of record from certain policies, if the Court approves the Settlement. After taking into account the risks and costs of further litigation, Plaintiffs and their counsel believe the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interest of the Settlement Class Members. 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. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

If you are a member of the Settlement Class, you are subject to the Settlement. The Class consists of:

all persons or entities that, from October 25, 2011 through the Effective Date of the Settlement Agreement, lost or otherwise were not paid commissions that were or would have been payable on, or attributable to, insurance policies or products issued or sold by the Defendants or Releasees as a result of Defendants or their affiliates’: (1) failing to pay Commissions on premiums paid by policyholders due to premium rate increases on long-term care insurance policies; (2) failing to properly calculate and/or pay Commissions in accordance with the vesting provisions of any agreement(s) with any Defendants; or (3) replacing any person or entity as the agent of record in connection with a sale of any insurance policy.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO BE ELIGIBLE TO PARTICIPATE, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN AUGUST 24, 2019.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

1. If you are a Settlement Class Member, you are represented by Plaintiffs and Class Counsel unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page 8.
2. If you are a Class Member and you wish to object to the Settlement, or Class Counsel’s application for attorneys’ fees and reimbursement of litigation expenses and claims administration costs, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?” on page 8.
3. If you are a Class Member but wish to be excluded from the Settlement Class, you may opt out by following the instructions in the section entitled, “Can I Exclude Myself From The Settlement?” on page 7.
4. If you are a Class Member who does not opt out of the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Final Judgment”). The Final Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, attorneys, agents, partners, predecessors, successors, beneficiaries, and assigns in their capacities as such, will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Claim (as defined below) against the Defendants and the other Releasees (as defined below), and shall forever be barred and enjoined from commencing, instituting, asserting, maintaining, enforcing, prosecuting, or otherwise pursuing, either directly or in any other capacity, any or all of the Released Claims against any of the Releasees.
5. “Released Claims” means the claims released as set forth in Section II(A)(1)(ii) of the Settlement Agreement.
6. “Releasees” or “Released Parties” means (i) Defendants, (ii) HC2 Holdings, Inc., (iii) Cigna Health and Life Insurance Company, and (iv) the past and present officers, directors, employees, officials, members, partners, principals, agents, representatives, attorneys (including any and all in-house and outside counsel including, without limitation, Defendants’ Counsel), advisors, administrators, auditors (including any and all internal and external auditors), accountants, actuaries, consultants, fiduciaries, representatives, service providers, successors-in-interest, parents, subsidiaries, affiliates, trustees, insurance carriers, reinsurers, estates, heirs, executors, beneficiaries, trusts, and assigns of, including all persons controlling, controlled by, or under common control with, any or all of the above persons or entities referenced in this paragraph.
7. “Releasors” means (i) Plaintiffs, (ii) all other Settlement Class Members, (iii) their respective past or present parents, predecessors, successors, current and former affiliates, divisions, business units, joint ventures, subsidiaries, assigns, any entities in which any Releasor has or had a Controlling Interest or that has or had a Controlling Interest in him, her, or it, and any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of Representative Plaintiffs or any other Class Member and (iv) the respective past and present officers, directors, employees, officials, members, partners, principals, agents, representatives, attorneys (including any and all in-house and outside counsel, including, without limitation, Representative Plaintiffs’ Counsel), advisors, administrators, auditors (including any and all internal

and external auditors), accountants, actuaries, consultants, fiduciaries, representatives, service providers, successors-in-interest, parents, subsidiaries, affiliates, trustees, insurance carriers, reinsurers, estates, heirs, executors, beneficiaries, trusts, and assigns of any or all of the above persons or entities referenced in this paragraph.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form **postmarked no later than AUGUST 24, 2019**. A Claim Form is included with this Notice, can be downloaded in the “Important Documents” section of the website, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at (866) 274-4004. Please retain all of your records relating to your relationship with the Defendants and any sales of policies you sold on behalf of the Defendants, as they may be needed to document your Claim. If you do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

1. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.
2. Pursuant to the Settlement, Defendants have agreed to pay or caused to be paid one million, two hundred and fifty thousand dollars (\$1,250,000.00) in cash (the “Settlement Amount”). The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the expenses and costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including the expenses of tax attorneys and accountants); and (b) any attorneys’ fees, award of compensation to the Class Representatives for their service, and litigation expenses awarded by the Court) will be distributed on a pro rata basis to Class Members who submit valid Claim Forms.
3. A Distribution Amount will be calculated based on each Authorized Claimant’s certification under oath and/or submission of evidence showing that:
 - (i) Claimant sold long-term care policies for Defendants at any time before January 2000 that were still in force on or after October 25, 2011;
 - (ii) Claimant was entitled to, but did not receive, commissions in accordance with the vesting provisions of any agreement with any of the Defendants between October 25, 2011 through the Effective Date of the Settlement Agreement; and/or
 - (iii) Claimant sold insurance policies for Defendants and became an agent of record for said policies, but subsequently, from any time from October 25, 2011 through the Effective Date of the Settlement Agreement, Defendants replaced Claimant as agent of record on, and stopped paying Claimant commissions for said policies.
4. The Distribution Amount for each Authorized Claimant will be calculated according to the Allocation Plan set forth in the Settlement Agreement.
5. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

6. Defendants and all other persons or entities that paid any portion of the Settlement Amount on their behalf are not entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement or the disbursement of the Net Settlement Fund.
7. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked on or before shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Class Member releases the Released Claims (as defined above) against the Releasees (as defined above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Claims against any of the Releasees whether or not such Class Member submits a Claim Form.
8. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member.
9. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided, however that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's Claim.
10. Only Class Members as defined above will be eligible to share in the distribution of the Net Settlement Fund.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

1. You can exclude yourself from the Settlement Class if you wish to retain the right to sue any of the Defendants and/or Releasees.
2. If you exclude yourself, you cannot file a claim or object to the settlement.
3. If you do not want to be in the Settlement Class you must mail written notice of your intent to exclude yourself from the class to the address set forth below so that it is postmarked by **AUGUST 19, 2019**.
4. If you timely exclude yourself, you will not receive any benefit available under the proposed settlement and you will not be bound by any orders or judgments entered in this case.
5. To be excluded, your written notice must state "I request to be excluded from the *Fastrich v. Continental General Insurance Company* settlement class." Your written notice also must contain your name and address, and must be signed and dated by you. Your written notice to be excluded from the Class must be signed by the Class Member, and not by anyone else as a representative of a Class Member (unless the Class Member is deceased or incapacitated). Failure to comply with any of these requirements may result in your written notice to be excluded from the Class being invalid. If you wish to exclude yourself from the class, mail written notice of your request for exclusion to the following address:

Strategic Claims Services
P.O. Box 230
Media, PA 19063

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?

Class Counsel has not received any payment for its services in pursuing claims against any Defendant on behalf of the Class, nor has Class Counsel been reimbursed for its out-of-pocket expenses. Before final

approval of the Settlement, Class Counsel will apply to the Court for an award of attorneys’ fees and reimbursement of litigation expenses and claims administration costs in an amount not to exceed \$450,000 of the common fund (the “Litigation Expenses”). The Court will determine the amount of any award of attorneys’ fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

1. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**
2. The Settlement Hearing will be held on September 17, 2019 at 1:30 PM, before the Honorable Michael R. Barrett at the United States District Court for the Southern District of Ohio Western Division, Courtroom 109. The Court reserves the right to approve the Settlement, Class Counsel’s motion for an award of attorneys’ fees and reimbursement of litigation expenses and claims administration costs, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Class.

Any Class Member may object to the Settlement by mailing to the Court a written notice of intent to object, with a copy mailed to counsel for Plaintiffs and counsel for Defendants. Objections must be in writing and postmarked on or before **AUGUST 19, 2019**. You must mail any written objection, together with copies of all other papers and briefs supporting the objection, if any, to the Clerk’s Office at the address set forth below so that the papers are *postmarked on or before AUGUST 19, 2019*. You must also mail the papers to Plaintiffs’ Counsel and to Continental General Insurance Company’s Counsel at the addresses set forth below so that the papers are *postmarked on or before AUGUST 19, 2019*.

Clerk’s Office

Clerk of Courts
Potter Stewart U.S.
Courthouse,
100 East Fifth Street
Cincinnati, OH 45202

Class Counsel

J. Barton Goplerud
Brian O. Marty
Shindler, Anderson, Goplerud &
Weese, P.C.
5015 Grand Ridge Drive
Suite 100
Wes Des Moines, IA 50265

Defendants’ Counsel

Steven H. Brogan
Drinker Biddle and Reath LLP
One Logan Square, Suite 2000
Philadelphia, PA 19103-6996

**Counsel for Continental
General Insurance Company**

3. Any objection must state: (a) the case name and case number of this Action; (b) the name, address and telephone number of the person or entity objecting and must be signed by the objector; (c) the specific reasons for the Class Member’s objections to the Settlement and a detailed statement of the factual and legal basis for such objections; and (d) information identifying all witnesses, by name, address, and a summary of proposed testimony, who the objecting Class Member may call to testify at the Final Settlement Hearing, and describe and produce copies of all evidence such objecting Class Member may offer at the Final Settlement Hearing. If you choose to exclude yourself from the Settlement Class in response to this second Long Form Notice, then you may not also object to the Settlement or Class Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses.
4. **Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement or Class Counsel’s motion for an award of attorneys’ fees and reimbursement of litigation expenses and claim administration costs. Class**

Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

ADDITIONAL INFORMATION

This Notice is only a summary of the litigation and the proposed settlement, which is set forth in detail in a Settlement Agreement, which you may view online at www.strategicclaims.net/continental. For more details about the litigation and the proposed settlement, you may view the pleadings, Settlement Agreement, and other documents on file in this case during the business hours at the Clerk of Courts United States District Court for the Southern District of Ohio, Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, OH 45202

All inquiries concerning this Notice and the Claim Form should be directed to:

Strategic Claims Services
P.O. Box 230
Media, PA 19063

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT,
DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.**

Dated: July 24, 2019

By Order of the Court
United States District Court
Southern District of Ohio

Must Be Postmarked No Later Than
thirty (30) days after the date of these
Claim Form Instructions (below).

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO

FASTRICH, ET AL.,

vs.

**CONTINENTAL GENERAL INSURANCE
COMPANY, ET AL.**

§
§
§
§
§
§
§

CASE NO. 1:17-cv-00615-SJD

CLAIM FORM INSTRUCTIONS

DATE OF CLAIM FORM INSTRUCTIONS: JULY 24, 2019

In order for you to qualify to receive a payment related to *Fastrich v. Continental General Insurance Company* as described in the Notice of this Settlement (the “Class Notice”), you must file a Claim Form in the attached form either in paper or electronically on the Settlement Website, www.strategicclaims.net/continental.

Your claim will be considered only if you comply with all of the following conditions:

1. You must be a person to whom a Class Notice was addressed, and you must be listed as a potential Class Member on the *Fastrich v. Continental General Insurance Company* Class List. If you have a question about whether you are listed as a potential Class Member, please contact the Settlement Administrator at (866) 274-4004, or call Class Counsel at (515) 223-4567. You must have sold insurance policies for Continental General Insurance Company, Great American Financial Resources, Inc., American Financial Group, Inc., and/or Cigna Supplemental Benefits through Loyal American Life Insurance Company and/or American Retirement Life Insurance Company (collectively, (the “Defendants”).
2. You must accurately complete all required portions of the attached Claim Form.
3. You must **sign** this Claim Form, which includes the Certification. If you file a Claim Form electronically, you may electronically sign the form with a “click through” electronic signature which shall have the same force and effect as if you signed the form on paper.
4. By signing and submitting the Claim Form, you are certifying that you are a member of the Settlement Class in the *Fastrich v. Continental General Insurance Company* case.
5. You have two options to complete a Claim Form:

(1) MAIL the completed and **signed** Claim Form and Certification by First-Class U.S. Mail, postage prepaid, postmarked no later than **thirty (30) days** after the date of these Claim Form Instructions, to:

***Fastrich v. Continental General Insurance Company* Lawsuit**
c/o Strategic Claims Services
P.O. Box 230
Media, PA 19063

Or (2) you may complete and submit the Claim Form and Certification using the Settlement Administrator’s Settlement Website, located at www.strategicclaims.net/continental. When you successfully complete the online Claim Form, you will receive a receipt that your claim has been submitted.

6. If you do not complete and submit the Claim Form postmarked or filed online by **thirty (30) days** after the date of these Claim Form Instructions, you cannot receive any payment from the Settlement. So that you will have a record of the date of your mailing of the Claim Form and its receipt by the Settlement Administrator, you are advised to use (but are not required to use) either the Settlement Website or U.S. Mail by Certified Mail, Return Receipt Requested.

SECTION B

YOU MUST CERTIFY YOUR ELIGIBILITY FOR PAYMENT BY CHECKING THE FOLLOWING BOX. IF YOU ARE NOT ABLE TO MAKE THE STATEMENT BELOW, YOU ARE NOT ELIGIBLE FOR PAYMENT.

I am not an employee, executive officer, partner, director or controlling person, or legal representative, heir, successor, or assign, of any of Defendants or any subsidiary or affiliates of Defendants or entity in which any of Defendants have a controlling interest.

I certify under penalty of perjury that the foregoing information supplied is true and correct to the best of my knowledge and that this Claim Form was signed this _____ day of _____, 201__.

Signature

Type/Print Name

REMINDERS:

1. You can fill out and sign this Claim Form electronically on www.strategicclaims.net/continental and get an immediate receipt.
2. The Claim Form must be signed in order to be complete.
3. Keep a copy of the completed Claim Form for your records.
4. If you move or your name changes, please send your new address, name, or contact information to the Settlement Administrator via the Settlement Website or First-Class U.S. Mail, each listed in the Notice.
5. To return this Claim Form by mail, send it **with appropriate postage** to ***Fastrich v. Continental General Insurance Company* Lawsuit, c/o Strategic Claims Services, P.O. Box 230, Media, PA 19063.**
6. **If you have any questions, you may contact the Settlement Administrator at 866-274-4004 or info@strategicclaims.net or Class Counsel at (515) 223-4567.**
7. **Please note that this settlement payment may have tax implications for some of the class members. Neither the Class Counsel nor the Settlement Administrator can provide any tax-related advice. You should contact your tax professional for any questions regarding any tax implications or treatment of the settlement payment.**

[THIS PAGE INTENTIONALLY LEFT BLANK]

Fastrich v. Continental General Insurance Company Lawsuit
c/o Strategic Claims Services
P.O. Box 230
Media, PA 19063

IMPORTANT LEGAL DOCUMENT – PLEASE FORWARD