

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

JON BRUCE HUGHES, Individually )  
and on Behalf of all Others Similarly )  
Situating, )

Case No. \_\_\_\_\_

Complaint – Class Action

Plaintiffs, )

**DEMAND FOR JURY TRIAL**

vs. )

ATHENE ANNUITY & LIFE )  
ASSURANCE COMPANY, )

Defendant. )

**CLASS ACTION COMPLAINT**

Plaintiff Jon Bruce Hughes (“Plaintiff”), individually and on behalf of all others similarly situated, files this Class Action Complaint against Defendant Athene Annuity & Life Assurance Company. In support thereof, Plaintiff states and alleges as follows:

**INTRODUCTION**

1. This is a class action for a breach of contract to recover amounts that Plaintiff and putative class members have lost from Defendant’s unlawful

interpretation of its own product and corresponding breach of the terms of its contract. Plaintiff's claims and those of the proposed class are exclusively supported by the explicit provisions of their annuities and are not derived from any alleged conversations had, or documents reviewed, at the time of sale.

2. Plaintiff purchased a single premium deferred annuity from Defendant with a "Guaranteed Lifetime Withdrawal Benefit Rider" (hereinafter the "GLWB Rider"). The GLWB Rider allowed Plaintiff to make withdrawals from the Annuity each year without incurring any withdrawal charges. The withdrawals were calculated using a percentage table, the "Lifetime Withdrawal Percentage," which considered the attained age of the Annuitant and also whether the withdrawal could continue after the death of an Annuitant. This would be considered "single life" if it could not continue and "joint life" if it could, the difference being a 0.5% deduction for joint life.

3. If there were Joint Annuitants, the GLWB Rider provided that the Lifetime Withdrawal Percentage would be based on the younger of the Joint Annuitants. It also provided that once the Lifetime Withdrawal Percentage was determined, it would not change.

4. Pursuant to the terms of the GLWB Rider, Plaintiff requested monthly withdrawals for joint life, which he received for over two years with a Lifetime Withdrawal Percentage of 4.5%. On March 10, 2017, Plaintiff received a letter explaining that Defendant had incorrectly calculated Plaintiff's Lifetime Withdrawal Percentage. Defendant explained that the percentage should be based on his wife's age, rather than Plaintiff's age. Defendant reduced Plaintiff's percentage rate to 4% and has indicated that the withdrawal amount will remain at this rate.

5. The only designated Annuitant for the Annuity is the Plaintiff. Plaintiff's wife is not designated as an Annuitant or Joint Annuitant on the GLWB Rider or Annuity. Consequently, Defendant is contractually bound to base the Lifetime Withdrawal Percentage only on Plaintiff's age and has breached the GLWB Rider by doing otherwise and by decreasing the amount for which Plaintiff is entitled.

6. Defendant has caused material harm to Plaintiff and the proposed class by improperly reducing and/or calculating the Lifetime Withdrawal Percentage based on the age of individuals who are not identified as Annuitants, joint or otherwise, under the terms of the GLWB Rider.

7. Plaintiff brings this case as a class action under FED. R. CIV. P. 23, on behalf of himself and as a representative of the following persons (the “Class”):

All persons who own or owned an annuity with a Guaranteed Lifetime Withdrawal Benefit Rider issued or administered by Defendant, the terms of which provided for a Lifetime Withdrawal Percentage based on the attained age of the younger of the Joint Annuitants for which Defendant improperly considered or will consider the age of an individual not identified in the Guaranteed Lifetime Withdrawal Benefit Rider as an Annuitant or a Joint Annuitant in calculating the percentage amount to be paid as the Guaranteed Lifetime Withdrawal Benefit.

### **PARTIES**

8. Plaintiff Jon Bruce Hughes is an individual and resident of Valley Grande, Alabama.

9. Defendant Athene Annuity & Life Assurance Company is a life insurance company organized and existing under the laws of the State of Delaware. Defendant is registered to do business in the State of Georgia and can be served via its registered agent at 289 S. Culver St., Lawrenceville, GA 30046-4805. At times material hereto, Plaintiff corresponded with Defendant at an address Defendant provided for Atlanta, Georgia.

### **JURISDICTION AND VENUE**

10. This Court has jurisdiction over all causes of action asserted herein pursuant to 28 U.S.C. § 1332(d) because this is a class action with diversity of citizenship between parties and the matter in controversy exceeds \$5,000,000.

11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant is subject to the personal jurisdiction of this Court and a substantial portion of the conduct of the Defendant which forms the basis of this action occurred in Atlanta, Georgia.

### **GENERAL ALLEGATIONS**

12. Plaintiff purchased an annuity referred to as a “Single Premium Deferred Annuity With An Index Option Income Payable Starting On Maturity Date Death Benefit Payable Upon Prior Death Of Owner This Contract Is Non-Participating” (hereinafter the “Annuity”). Plaintiff purchased the Annuity on July 13, 2009 and paid \$399,664.00 as the initial premium payment. A copy of the Annuity contract is attached as Exhibit A.

13. Plaintiff is the only Owner of the Annuity.

14. Plaintiff is also the only Annuitant of the Annuity.

15. Plaintiff's wife, Sharon W. Hughes, is the primary beneficiary on the Annuity.

16. The Annuity has a Guaranteed Lifetime Withdrawal Benefit Rider (the "GLWB Rider"). A copy of the GLWB Rider is attached as Exhibit B.

17. The Annuity provided a withdrawal charge schedule, and pursuant to that schedule, Plaintiff would be required to pay a certain percentage charge if he withdrew money from the Annuity before it matured to year thirteen.

18. The GLWB Rider, however, allowed Plaintiff to "take Partial Withdrawals up to a certain amount each Contract Year (without incurring withdrawal charges) until the death of the Annuitant, even if Your Contract Accumulation Value is reduced to zero." (*See* Exhibit B p. 1). That amount was determined based on a Lifetime Withdrawal Percentage Table. The percentage table considered the attained age of the annuitant and whether the single life or joint life benefit was selected. According to Defendant's application to "Request to Begin Income Payments from GLWB Rider," the joint life benefit option was "only available on owner and spouse." If joint life was selected, the withdrawal benefit would continue to be paid to the living spouse in the event that one spouse passed

away. However, the percentage amount for that benefit would be 0.5% less than if the single life option was selected.

19. Per the terms of the GLWB Rider, Plaintiff could commence taking partial withdrawals at the age of 50 after a one year waiting period. At the time Plaintiff purchased the Annuity, he was 57 years of age. On July 17, 2014, Plaintiff completed and signed Defendant's "Request to Begin Income Payments from GLWB Rider" form. Plaintiff requested his benefits begin on July 25, 2014 in the form of monthly withdrawals. Plaintiff also selected the box for benefits to be calculated on joint life (rather than single life). Because Plaintiff is the sole Annuitant and Owner of the Annuity, Plaintiff signed only his name on the form.

20. Defendant accepted and ratified Plaintiff's GLWB Rider Form, and from approximately July 2014 through February 2017, Plaintiff received \$2,032.55 per month from Defendant pursuant to the GLWB Rider. This amount was based on a 4.5% Lifetime Withdrawal Percentage.

21. On March 10, 2017, Plaintiff received a letter from Defendant explaining that Plaintiff's GLWB Rider was incorrectly calculated because the percentage of 4.5% was based on Plaintiff's age when it should have been based on his spouse's age. According to the letter, the "Joint Payout Election Annual Lifetime

Withdrawal Percentage” is based on the age of the younger spouse, and in Plaintiff’s case, the correct percentage should have been 4% rather than 4.5%.

22. On or about March 27, 2017, Plaintiff received a check for \$1,355.04 – a \$677.51 reduction in his monthly benefit. Plaintiff contacted the signee of the March 10, 2017 letter and was informed that the large reduction was to keep him within an allocated amount for that year. Plaintiff will continue to receive \$1,355.04 monthly through July 2017. After July 2017, Plaintiff will begin receiving monthly withdrawal checks in the amount of \$1,806.72 pursuant to the lower 4% rate.

23. Under the explicit terms of Plaintiff’s policy, Defendant did not make a mistake by providing benefits at the 4.5% rate.

24. The GLWB Rider defines the “Lifetime Withdrawal Percentage” as follows:

The Lifetime Withdrawal Percentage (LWP) is used in the calculation of the Lifetime Withdrawal Amount. The LWP is determined by the **Attained Age of the Annuitant** at the time of the first Withdrawal under this Rider. A table containing the LWP by Attained Age is located on Page 1 of this Rider. **Once it is determined on the first day of the Withdrawal Phase, the LWP will not change.**

Exhibit B p. 2 (emphasis added).



25. As stated above, Plaintiff is the only Annuitant and the only Owner of the Annuity. Plaintiff is also the only Annuitant and only Owner listed on the request to begin income payments from the GLWB Rider.

26. According to the GLWB Rider, the younger spouse's attained age would only be considered in calculating the amount of the withdrawal benefit if that spouse is a "Joint Annuitant." Under the GLWB Rider, "Lifetime Withdrawal Commencement Age" is defined as:

The Lifetime Withdrawal Commencement Age is the earliest age at which the Withdrawal Phase may begin. **If there are Joint Annuitants**, the Lifetime Withdrawal Commencement Age refers to the Attained Age of the younger of the Joint Annuitants.

Exhibit B p. 2 (emphasis added).

27. Here, Plaintiff's spouse is designated only as a Beneficiary on the Annuity. She is not designated anywhere as an Annuitant, a Joint Annuitant, or even a Joint Owner. Thus, Defendant cannot base the Lifetime Withdrawal Percentage on Plaintiff's spouse because she is not an Annuitant as defined in the GLWB Rider.

28. In sum, Defendant breached the terms of the GLWB Rider by changing the Lifetime Withdrawal Percentage after the first day of the Withdrawal Phase and

by basing the new percentage on the age of a person who is not an Annuitant or Joint Annuitant.

29. As a direct and proximate result of Defendant's breach, Plaintiff and the proposed Class have been damaged and those damages are continuing in nature in that Defendant will continue to make withdrawal payments at the reduced percentage in contravention with the GLWB Rider issued to Plaintiff and the Class.

### **CLASS ACTION ALLEGATIONS**

30. Plaintiff brings this case as a class action under FED. R. CIV. P. 23(b)(2) and (b)(3), on behalf of himself and as a representative of the following Class:

All persons who own or owned an annuity with a Guaranteed Lifetime Withdrawal Benefit Rider issued or administered by Defendant, the terms of which provided for a Lifetime Withdrawal Percentage based on the attained age of the younger of the Joint Annuitants for which Defendant improperly considered or will consider the age of an individual not identified in the Guaranteed Lifetime Withdrawal Benefit Rider as an Annuitant or a Joint Annuitant in calculating the percentage amount to be paid as the Guaranteed Lifetime Withdrawal Benefit.

Excluded from the Class is the Defendant, any entity in which the Defendant has a controlling interest, any of the officers, directors, or employees of the Defendant, the legal representatives, heirs, successors, and assigns of the Defendant, anyone

employed with Plaintiff's counsel's firms, and any Judge to whom this case is assigned, and his or her immediate family.

31. Plaintiff's Class satisfies the numerosity, commonality, typicality, adequacy, and superiority requirements of a class action under Rule 23, as set forth more fully herein.

32. The persons who fall within the Class number in at least the hundreds, and thus the numerosity standard is satisfied. Because Class members are geographically dispersed across the country, joinder of all Class members in a single action is impracticable. Class members may be informed of the pendency of this class action through direct mail.

33. At year-end 2016, Defendant had over \$1 billion in account values associated with guaranteed lifetime income benefit contracts and/or riders.

34. Plaintiff is an adequate representative of the Class because he is a member of the Class and his interests do not conflict with the interests of those he seeks to represent. The interests of the Class members will be fairly and adequately protected by Plaintiff and his counsel, who have extensive experience prosecuting complex class litigation.

35. Plaintiff's claims are typical of those of the Class in that Class members purchased annuities containing the GLWB Rider and received withdrawals based on an incorrect calculation by Defendant of the Lifetime Withdrawal Percentage.

36. There are questions of fact and law common to the Class that predominate over any questions affecting only individual members. The questions of law and fact common to the Class arising from Defendant's actions include, without limitation, the following:

- a. Whether Defendant is permitted by the terms of the GLWB Rider to consider factors other than those disclosed in the GLWB Rider to determine the Lifetime Withdrawal Percentage used to calculate the withdrawals permitted under the GLWB Rider;
- b. Whether Defendant is permitted by the GLWB Rider to consider the age of an individual not identified in the GLWB Rider as a Joint Annuitant or Joint Owner when calculating the Lifetime Withdrawal Percentage;
- c. Whether Defendant is permitted to change the Lifetime Withdrawal Percentage after its initial determination;
- d. Whether Defendant breached the terms of the GLWB Rider;
- e. Whether the Class sustained damages as a result of Defendant's breaches of contract;

- f. Whether the Class is entitled to damages, restitution, and/or other relief as a remedy for Defendant's breaches of contract; and
- g. Whether the Class is entitled to declaratory relief stating the proper construction and/or interpretation of the GLWB Rider.

37. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity to other available methods for the fair and efficient adjudication of the claims asserted herein.

38. A class action is the appropriate method for the fair and efficient adjudication of this controversy. Defendant has acted or refused to act on grounds generally applicable to the Class. The presentation of separate actions by individual Class members would create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendant, and/or substantially impair or impede the ability of Class members to protect their interests.

39. Maintenance of this action as a class action is a fair and efficient method for adjudicating this controversy. It would be impracticable and undesirable for each member of the Class who suffered harm to bring a separate action. In addition, the maintenance of separate actions would place a substantial and unnecessary burden

on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all Class members.

**COUNT I**  
**BREACH OF CONTRACT**

40. Plaintiff adopts, re-alleges and incorporates herein each and every allegation in Paragraphs 1 through 39, as though fully set forth herein.

41. Plaintiff and the Class purchased annuities from Defendant, or its predecessors in interest, containing the GLWB Rider discussed herein.

42. The GLWB Rider is a valid and enforceable contract between Plaintiff and Defendant, and between each putative member of the Class set forth above and Defendant.

43. Plaintiff and the Class substantially performed their obligations under the terms of the GLWB Rider.

44. Defendant breached the GLWB Rider by calculating the Lifetime Withdrawal Percentage in a way that does not comport with the GLWB Rider's terms. Defendant calculated the Lifetime Withdrawal Percentage based on the age of individuals who are not identified as an Annuitant or a Joint Annuitant as required by the terms of the GLWB Rider. By doing so, Defendant caused Plaintiff and

putative Class members to receive a lower withdrawal amount than they were entitled to.

45. Defendant's breach damaged Plaintiff and putative Class members by limiting and reducing the amount due to Plaintiff and putative Class members for which they are entitled to be paid pursuant to the terms of the GLWB Rider.

46. Plaintiff, on behalf of itself and putative Class members, seeks to recover compensatory damages as set out herein.

**COUNT II**  
**DECLARATORY RELIEF**

47. Plaintiff adopts, re-alleges and incorporates herein each and every allegation in Paragraphs 1 through 46, as though fully set forth herein.

48. An actual controversy has arisen and now exists between Plaintiff and the Class, on the one hand, and Defendant, on the other, concerning the respective rights and duties of the parties under the GLWB Rider issued by Defendant to Plaintiff and the Class.

49. Plaintiff and the Class contend that Defendant breached, and will continue to breach, the GLWB Rider in the following respects:

By considering the age of individuals not named as an Annuitant or Joint Annuitant under the terms of the GLWB Rider issued to Plaintiff

and the Class, Defendant incorrectly calculated the Lifetime Withdrawal Percentage and impermissibly reduced or limited the amount Plaintiff and the Class were to receive under the GLWB Rider in contravention of its terms.

50. Plaintiff, therefore, seeks a declaration of the parties' respective rights and duties under the GLWB Rider and requests the Court to declare the aforementioned conduct of Defendant as unlawful and in material breach of the GLWB Rider issued to Plaintiff and the Class.

**COUNT III**  
**CONVERSION**

51. Plaintiff adopts, re-alleges and incorporates herein each and every allegation in Paragraphs 1 through 50, as though fully set forth herein.

52. Plaintiff and the Class purchased annuities with the GLWB Rider from Defendant, or its predecessors in interest.

53. The amount due Plaintiff and the Class under the GLWB Rider was specific and identifiable, and was the Plaintiff and putative class members' personal property.

54. Defendant caused Plaintiff and putative Class members' property to be withheld from them by reducing the amount paid to Plaintiff and putative Class



members in monthly withdrawals under the GLWB Rider. That money remained in Defendant's possession and in its accounts for Defendant's own use.

55. In so doing, Defendant has exerted ownership and dominion over Plaintiff and putative Class members' personal property in denial of Plaintiff and putative Class members' rights.

56. As a direct and proximate result of Defendant's conduct, Plaintiff and the Class have been damaged in an amount to be determined at trial.

57. The amount due to Plaintiff and the Class under the GLWB Rider and improperly withheld from Plaintiff and putative Class members is capable of determination, to an identified sum, by comparing the amount received, or that should have been received, at the higher Lifetime Withdrawal Percentage, to that received at the lower Lifetime Withdrawal Percentage, the latter of which improperly considered the age of an individual not identified as an Annuitant or a Joint Annuitant. For example, the amount Plaintiff received between August 2014 and February 2017 (\$2,032.55) can be compared to that received from March 2017 through July 2017 (\$1,355.04) and that which Plaintiff will receive after July 2017 (\$1,806.72) to determine the amount improperly withheld by Defendant.

58. Defendant intended to cause damage to Plaintiff and the Class by withholding more than it was authorized to withhold from Plaintiff's monthly withdrawals under the GLWB Rider. Defendant's conduct was dishonest, oppressive, and contrary to justice in that its systematic acts of conversion subject Plaintiff and Class members to cruel and unjust hardship in conscious disregard of their rights. Plaintiff and the Class are therefore entitled to punitive damages.

**COUNT IV**  
**REQUEST FOR INJUNCTIVE RELIEF**

59. Plaintiff adopts, re-alleges and incorporates herein each and every allegation in Paragraphs 1 through 58, as though fully set forth herein.

60. Plaintiff and putative class members have suffered and will continue to suffer, immediate and irreparable damage, by Defendant's actions in improperly considering the age of an individual who is not identified in the GLWB Rider as an Annuitant or a Joint Annuitant when calculating the Lifetime Withdrawal Percentage, and thereby, reducing the amount of monthly withdrawals for which Plaintiff and putative Class members were entitled to receive. Plaintiff respectfully requests that this Honorable Court enjoin Defendants from continuing to calculate

the Lifetime Withdrawal Percentage in contravention to the terms of the GLWB Rider.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated requests relief as follows: an order certifying this case as a class action under FED. R. CIV. P. 23; compensatory damages in an amount to be proven at trial; costs; pre- and post-judgment interest at the maximum rate allowed by law; attorney's fees; punitive damages; a declaration that Defendant's ongoing conduct asserted herein is in material breach of the GLWB Rider issued to Plaintiff and the Class; an injunction enjoining Defendants from continuing to calculate the Lifetime Withdrawal Percentage in contravention to the terms of the GLWB Rider; and such other legal and equitable relief as the Court deems proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby requests a trial by jury of all issues so triable.

Dated: July 18, 2017

/s/ Rodney E. Miller  
Rodney E. Miller (Bar No.: 779467)  
*Attorney for Plaintiff*

**OF COUNSEL:**

**McCALLUM, METHVIN & TERRELL, P.C.**

2201 Arlington Avenue South

Birmingham, Alabama 35205

Telephone: (205) 939-0199

Facsimile: (205) 939-0399

**DEFENDANT TO BE SERVED VIA PROCESS SERVER**

**Athene Annuity and Life Assurance Company**

c/o C T Corporation System

289 S. Culver St.

Lawrenceville, GA 30046-4805

# **Exhibit A**

**DUPLICATE**



**RBC  
Insurance**

**SINGLE PREMIUM DEFERRED ANNUITY WITH AN INDEX OPTION  
INCOME PAYABLE STARTING ON MATURITY DATE  
DEATH BENEFIT PAYABLE UPON PRIOR DEATH OF OWNER  
THIS CONTRACT IS NON-PARTICIPATING.**

Liberty Life Insurance Company, 2000 Wade Hampton Blvd., Greenville, SC 29615-1037

Call 1.866.690.1992 for assistance or questions.

**LIBERTY LIFE INSURANCE COMPANY** (referred to in this Contract as We, Us, and Our) will, if this Contract is in force, make payment as described in this Contract to the Owner, Annuitant, Beneficiary or other Payee. We will also provide other rights and benefits under the terms of this Contract.

This Contract is issued in consideration of the attached application and Premium Payment shown on the Contract Schedule.

**31 Day Free Look Period. Please examine Your Contract. Within 31 days after delivery, You can return it to Us, or to the representative from whom it was purchased, with a written request for a full refund of premium. Upon such request, this Contract will be void from the Contract Date.**

Executed by Us on the Contract Date.

Handwritten signature of Robert T. Coleman, III in cursive.

Robert T. Coleman, III  
Secretary

Handwritten signature of R. David Black in cursive.

R. David Black  
President

**THIS CONTRACT CONTAINS A MARKET VALUE ADJUSTMENT PERIOD.  
THIS IS A LEGAL CONTRACT, PLEASE READ IT CAREFULLY.**

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**CONTRACT SCHEDULE**

Owner: JON BRUCE HUGHES  
 Owner's Age at Issue: 57  
 Annuitant: JON BRUCE HUGHES  
 Annuitant's Age at Issue: 57  
 Contract Number: MA00057744  
 Contract Date: JULY 13, 2009  
 Initial Premium Payment: \$399,664.00  
 Plan Type: NON-QUALIFIED  
 Premium Bonus: 5%  
 Initial Option Purchase Day: MONDAY  
 Market Value Adjustment Period: 12 YEARS  
 Minimum Guaranteed Interest Rate for Years 1-12: 1.00%  
 † Minimum Guaranteed Interest Rate for Years 13+: 1-3%

**WITHDRAWAL CHARGE SCHEDULE**

CONTRACT YEAR:	1	2	3	4	5	6	7	8	9	10	11	12	13+
PERCENTAGE:	14%	13%	12%	11%	10%	9%	8%	7%	6%	5%	4%	3%	0%

**Indexed Account (Monthly Average)**

Index: \*\*Dow Jones Industrial Average<sup>SM</sup>  
 Indexed Account Allocation: 0%  
 Initial Index Value: 8,331.68  
 Initial Annual Cap: 5.00% for the first Contract Year. The Annual Cap for subsequent Contract Years will not be less than 5%.

**Indexed Account (Quarterly Additive)**

Index: \*\*Dow Jones Industrial Average<sup>SM</sup>  
 Indexed Account Allocation: 50%  
 Initial Index Value: 8,331.68  
 Initial Quarterly Cap: 2.50% for the first Contract Year. The Quarterly Cap for subsequent Contract Years will not be less than 1%.

**Fixed Account**

Fixed Account Allocation: 50%  
 Guaranteed Interest Rate for Year 1: 2.80%  
 Guaranteed Interest Rate for Years 2-8: 1.80%



†The minimum guaranteed interest rate will be redetermined at the end of the surrender charge period on the following basis:

- The new minimum guaranteed interest rate will be determined on the 7<sup>th</sup> Business Day preceding the first Business Day of the calendar quarter in which the twelfth Contract anniversary date occurs. This is called the redetermination date.
- The rate will be based on the average of the five-year Constant Maturity Treasury Rate for all Business Days of the calendar quarter, which contains the redetermination date, up to the redetermination date, rounded to the nearest 0.05%.
- Subtract 1.25%.
- If the redetermined interest rate is more or less than the minimum guaranteed interest rate shown on the Contract Schedule for years 1-12, then the redetermined interest rate becomes the new minimum guaranteed interest rate for the remainder of the time the Contract is in force.
- The new minimum guaranteed interest rate will not be less than 1% or more than 3%.

\*This annuity is not sponsored, endorsed, sold or promoted by Dow Jones. Dow Jones makes no representation or warranty, expressed or implied, to the owners of this annuity or any member of the public regarding the advisability of investing in securities generally or in the annuity particularly. Dow Jones' only relationship to the Licensee is the licensing of certain trademarks, trade names and service marks of Dow Jones and of the Dow Jones Industrial Average<sup>SM</sup>, which is determined, composed and calculated by Dow Jones without regard to Liberty Life Insurance Company or the annuity. Dow Jones has no obligation to take the needs of Liberty Life Insurance Company or the owners of the annuity into consideration in determining, composing or calculating the Dow Jones Industrial Average<sup>SM</sup>. Dow Jones is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of the annuity to be issued or in the determination or calculation of the equation by which the annuity is to be converted into cash. Dow Jones has no obligation or liability in connection with the administration, marketing or trading of this annuity.

DOW JONES DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE DOW JONES INDUSTRIAL AVERAGE<sup>SM</sup> OR ANY DATA INCLUDED THEREIN AND DOW JONES SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. DOW JONES MAKES NO WARRANTY, EXPRESS OR IMPLIED AS TO RESULTS TO BE OBTAINED BY LIBERTY LIFE INSURANCE COMPANY, OWNERS OF THE ANNUITY OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE DOW JONES INDUSTRIAL AVERAGE<sup>SM</sup> OR ANY DATA INCLUDED THEREIN. DOW JONES MAKES NO EXPRESSED OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE DOW JONES INDUSTRIAL AVERAGE<sup>SM</sup> OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL DOW JONES HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES, EVEN IF NOTIFIED OF THE POSSIBILITY THEREOF. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN DOW JONES AND LIBERTY LIFE INSURANCE COMPANY.

**ENDORSEMENTS:** N/A

**SERVICE CENTER:** McCamish Systems, L.L.C.  
PO Box 725449  
Atlanta, GA 31139  
1-866-690-1992

## GENERAL DEFINITIONS

Unless otherwise provided in this Contract, or unless the content otherwise requires, the following definitions and rules of construction shall apply. In this Contract, the neuter gender includes the feminine and masculine; the singular number includes the plural; and the word "person" includes corporation, partnership, firm, or association wherever the content so requires. "Shall", "will" and "agrees" are mandatory, and "may" is permissive. All references to the term of this Contract or the Contract term shall include any extensions of such term.

**Accumulation Value** - The Accumulation Value will be the sum of each Indexed Account Value plus the Fixed Account Value.

**Age** - means age last birthday on the Contract Date or on a Contract Anniversary.

**Annuitant** - means the person upon whose continuation of life any Payment Options involving life contingencies depends, and who is named on the Contract Schedule.

**Beneficiary(ies)** - are as shown in the application unless later changed as provided in this Contract. We may rely on the affidavit of any responsible person to determine the identity or nonexistence of Beneficiaries not identified by name.

**Business Day** - means each day for which the New York Stock Exchange is open for trading.

**Contract Anniversary** - means a calendar year anniversary from the Contract Date.

**Contract Date** - means the date shown on the Contract Schedule. Contract months, quarters, years, and anniversaries are measured from this date.

**Contract Term Period** - The number of years during which Withdrawal Charges and a Market Value Adjustment may apply.

**Contract Year** - Any period of twelve (12) months commencing with the Contract Date and each Contract Anniversary thereafter.

**Fixed Account** - The Fixed Account is the portion of the Contract whose value is determined in accordance with the Fixed Account Value provisions of the Contract.

**Indexed Account** - An Indexed Account is the portion of the Contract whose value is determined in accordance with the Indexed Account Value provisions of the Contract.

**Joint Owner** - If there is more than one Owner, each Owner shall be a Joint Owner of the Contract. Joint Owners have equal ownership rights and must both authorize any exercise of those ownership rights unless otherwise allowed by Us.

**Maturity Date** - The Contract Anniversary on or following the Owner's 100<sup>th</sup> birthday.

**Natural Person** - means a human being only and not a trust, a corporation, or any other legally recognized entity.

**Owner** - means the person named in the application, unless later changed as provided in this Contract. The Annuitant is the Owner if no other person is named. If Joint Owners are named, all references to Owner shall mean the Joint Owners.

**Payee** - means the Annuitant, Owner, Primary Beneficiary or Contingent Beneficiary when receiving benefits under this Contract. We may require proof of age or of the continued survival of any Payee.

**Payment Option** - means any of the options available under the Payment Options provisions of this Contract.

**Quarter** - means a period of three months. The first Quarter begins on the Contract Date, and all subsequent Quarters begin on the quarterly anniversary.

**Service Center** - The office indicated on the Contract Schedule to which notices, requests, and the Premium Payment must be sent. All sums payable to Us under the Contract are payable only at the Service Center.

**We, Us, and Our** - means Liberty Life Insurance Company.

**You, Your, Yours** - means the Owner.

### PREMIUM PROVISION

**Premium Payment** - The Premium Payment is the consideration for this Contract. It must be paid at Our Service Center. This Contract is not in force until the Premium Payment has been paid during the Owner's lifetime, or Annuitant's lifetime if the Owner is not a Natural Person. If the Premium Payment is received after 4:00 pm (Eastern) before an Option Purchase Day, it will be held without interest until the next Option Purchase Day.

**Premium Bonus** - The Premium Bonus is the Premium Payment received multiplied by the Premium Bonus Percentage shown on the Contract Schedule. The Premium Bonus is credited on the Contract Date shown on the Contract Schedule.

### CONTRACT VALUE PROVISION

**Indexed Account Values** - An Indexed Account Value on the Contract Date equals the Initial Premium Payment, plus the Premium Bonus, minus any applicable premium taxes, multiplied by the allocation percentage for that Indexed Account.

An Indexed Account Value between Contract Anniversaries equals that Indexed Account Value at the beginning of the current Contract Year, less any withdrawals, Market Value Adjustment (MVA), and Withdrawal Charges from that Indexed Account during the current Contract Year. On the last day of the Contract Year, the Indexed Account Value will include the indexed interest credited at the end of that day. An Indexed Account Value on any day during a Contract Year, other than the last day of the Contract Year, does not include any indexed interest for that Contract Year.

An Indexed Account Value at the beginning of each subsequent Contract Anniversary equals the amount of that Indexed Account Value at the end of the prior Contract Year, plus any amount from the Fixed Account or other Indexed Account which is allocated to that Indexed Account at the beginning of such Contract Anniversary, less any amount of that Indexed Account Value which is allocated to the Fixed Account or another Indexed Account at the beginning of such Contract Anniversary.

Any Index used to determine the indexed interest credited to this Contract for each crediting method is shown on the Contract Schedule. If publication of any Index is discontinued, or if any Index calculation substantially changes, We will select an alternative index and notify You. Any substitution is subject to approval by the state insurance authorities where the Contract is issued, as required by law. The Index Value

on a Business Day is the value of that Index at the close of business on that day.

Indexed interest is credited to the Indexed Account(s) on the last day of each Contract Year. The indexed interest for a Contract Year is the Net Index Interest Rate for the selected crediting method multiplied by the Indexed Account Value on the last Contract Anniversary, minus any withdrawals, MVA, and Withdrawal Charges from that Indexed Account during the Contract Year.

Indexed interest is not credited on the amount of any withdrawal made at any time during the Contract Year.

The Initial Index Value for each Indexed Account for the first Contract Year is shown on the Contract Schedule. For each subsequent Contract Year, the Annual Index Value for each Indexed Account is its Index Value on the Option Purchase Day for that Contract Year, which coincides with or next follows the Contract Anniversary. After the first Contract Year, the Option Purchase Day for each subsequent Contract Year may be different than the Initial Option Purchase Day. If the Option Purchase Day is a non-Business Day, We will use the date of the next following Business Day.

**Monthly Averaging Crediting Method** - For the Monthly Averaging Crediting Method, the Net Index Interest Rate for a Contract Year is the Gross Index Interest Rate for that Contract Year minus any applicable Annual Spread Fee for that Contract Year. The Net Index Interest Rate can never be less than zero.

The Initial Annual Spread Fee and the Initial Annual Cap for the first Contract Year are shown on the Contract Schedule and guaranteed for a one year period. The Annual Spread Fee and the Annual Cap for each subsequent Contract Year will be determined by Us. The Annual Spread Fee, if applicable, will never exceed the maximum guaranteed Annual Spread Fee shown on the Contract Schedule. The Annual Cap, if applicable, will never be less than the guaranteed Annual Cap shown on the Contract Schedule.

For the duration of Your Contract, Your Contract will have either an Annual Cap or Annual Spread Fee as shown on the Contract Schedule. If the Contract is issued with an Annual Cap, it will never have an Annual Spread Fee. Likewise, if the Contract is issued with an Annual Spread Fee, it will never have an Annual Cap.

- The Gross Index Interest Rate for a Contract Year is the Average Monthly Index Value for that year, minus the Annual Index Value for that year, divided by the Annual Index Value for that year. The Gross Index Interest Rate can never be less than zero or greater than the Annual Cap.
- The Average Monthly Index Value for a Contract Year is the sum of the Index Value on the Business Day preceding each monthly anniversary that occurs in the Contract Year divided by 12.

**Quarterly Additive Crediting Method** - For the Quarterly Additive Crediting Method, the Net Index Interest Rate for a Contract Year is the sum of the four Quarterly Index Rates. The Net Index Interest Rate can never be less than zero.

The Quarterly Index Rate is the Unadjusted Index Change in the Index Value for one Quarter, subject to the Quarterly Cap.

- The Unadjusted Index Change is the Index value at the end of the last Business Day of that Quarter, minus the Index Value on the first Business Day of that Quarter, divided by the Index Value on the first Business Day of that Quarter.
- The Quarterly Cap is the maximum Quarterly Index Rate allowed in any Quarter. The Initial Quarterly Cap for the first Contract Year is shown on the Contract Schedule and guaranteed for a one year

period. The Quarterly Cap for each subsequent Contract Year will be determined by Us. The Quarterly Cap will never be less than the guaranteed Quarterly Cap shown on the Contract Schedule.

**Fixed Account Value** - The Fixed Account Value on the Contract Date equals the Initial Premium Payment plus the Premium Bonus, minus any applicable premium taxes, multiplied by the allocation percentage for the Fixed Account.

The Fixed Account Value between Contract Anniversaries is the Fixed Account Value at the beginning of the current Contract Year, less any withdrawals, MVA, and Withdrawal Charges from the Fixed Account during the current Contract Year, plus any Fixed Interest credited during the current Contract Year.

The Fixed Account Value at the beginning of each Contract Anniversary is the amount of the Fixed Account Value at the end of the prior Contract Year, plus any amount from each of the Indexed Account Values which is allocated to the Fixed Account Value at the beginning of such Contract Anniversary, less any amount of the Fixed Account Value which is allocated to any of the Indexed Accounts at the beginning of such Contract Anniversary.

Interest credited to the Fixed Account will be compounded daily at a rate at least equal to the minimum guaranteed interest rate. We may credit higher interest rates in the amount and by the method determined by Us.

In case of amounts withdrawn from the Fixed Account, interest will be credited up to the date the withdrawal payment is made.

**Premium Taxes** - Any applicable state premium taxes We must pay as a result of this Contract will be deducted from the Accumulation Value. When permitted by state law, We will not deduct the premium taxes until distributions begin under a Payment Option.

**Account Allocation** - The account allocation percentages You elected in order to allocate the Initial Premium Payment between the Indexed Account(s) and the Fixed Account are shown on the Contract Schedule. On each Contract Anniversary, the Accumulation Value will be automatically reallocated according to these percentages, unless You change them.

You can indicate as little as zero in the Indexed Accounts or Fixed Account; however, percentages must be in whole numbers. If less than the minimum allocation amount shown on the Contract Schedule is requested for an Indexed Account, We will automatically allocate that amount to the other accounts on a pro-rata basis.

Your election to change Your account allocation percentages must be in writing. In order for Your election to be effective on the next Contract Anniversary, Your election must be in Our Service Center no later than 4:00 pm (Eastern Time) on the Business Day immediately preceding that Contract Anniversary. Account Allocations are not

permitted at other times.

At least 30 days prior to each Contract Anniversary, a letter reminding You of the option to change Your account allocation percentages, will be sent to You at Your last address known to Us. If no response is received in Our Service Center before the deadline described above, then the account allocation percentages will continue as indicated in Your last allocation election.

We reserve the right on any Contract Anniversary following the end of the Contract Term Period to allocate 100% to the Fixed Account and to disallow further allocations to the Indexed Accounts.

#### WITHDRAWAL AND SURRENDER PROVISION

**Cash Surrender Value** – The Cash Surrender Value is the Accumulation Value modified by any applicable MVA minus any applicable Withdrawal Charges.

**Minimum Guaranteed Cash Surrender Value** - The Minimum Guaranteed Cash Surrender Value will never be less than 87.5% of the premium payment, less any applicable premium taxes, less any withdrawals, plus interest earned at the minimum guaranteed interest rate as shown on the Contract Schedule.

**Withdrawal Charge** - A Withdrawal Charge may be deducted if part or all of the Accumulation Value is withdrawn. The applicable Withdrawal Charge is shown on the Contract Schedule.

For Full Surrenders, the Withdrawal Charge applies to the Accumulation Value that is not exempted under the Waiver of Withdrawal Charge provision of this Contract.

For Partial Withdrawals, the Withdrawal Charge applies to the requested withdrawal amount that is not exempted under the Waiver of Withdrawal Charge provision of this Contract.

**Market Value Adjustment (MVA)** - An MVA will be made to the Accumulation Value if part or all of the Accumulation Value is withdrawn. If the MVA is a negative value, the MVA will decrease the Accumulation Value. If the MVA is a positive value, the MVA will increase the Accumulation Value. Any positive MVA will not exceed the amount of the applicable Withdrawal Charge. The MVA period is shown on the Contract Schedule.

The MVA factor equals  $[(1+A) / (1+B+0.005)]^{N/12}$ . Where:

- A = The rate of the ten-year Treasury Constant Maturity Series published by the Federal Reserve, determined on the 5<sup>th</sup> Business Day prior to the calendar month in which the Premium Payment is made.
- B = The rate of the ten-year Treasury Constant Maturity Series published by the Federal Reserve, determined on the 5<sup>th</sup> Business Day prior to the calendar month in which the MVA is calculated.
- N = The number of complete months from the date of the withdrawal to the end of the MVA Period.

The amount of the MVA is calculated by subtracting 1 from the MVA factor and multiplying the result by  $[(1) - (2)]$ , where:

- (1) = The Accumulation Value for a full surrender or the amount of the withdrawal for a partial withdrawal;
- (2) = The amount which is subject to a waiver of Withdrawal Charge or Market Value Adjustment under the Provisions of this Contract, but not to exceed (1).

**Full Surrender** - Full Surrender means the total withdrawal of the entire Accumulation Value. You may surrender this Contract by making a written request for a Full Surrender at Our Service Center at any time before distribution begins under any of the Payment Options.

This Contract will terminate when surrendered.

**Partial Withdrawal** - Partial Withdrawal means a withdrawal of less than the full Cash Surrender Value of this Contract. For the first withdrawal made in a Contract Year, other than a withdrawal made in the first Contract Year, we will waive the Withdrawal Charge and the MVA on the amount of such withdrawal up to 10% of the Accumulation Value.

You may make Partial Withdrawals from this Contract before distribution under a Payment Option begins or the Death Benefit becomes payable. Any Partial Withdrawal is subject to the following conditions:

1. We must receive a written request at Our Service Center stating the amount of the requested Partial Withdrawal, which must be for at least \$500; and
2. the Accumulation Value remaining after the withdrawal must be at least \$2,000; and
3. no other withdrawal options can be elected or in effect.

The Accumulation Value must never be less than \$2,000. If a Partial Withdrawal and applicable Withdrawal Charges and MVA would cause the Accumulation Value to fall below the minimum amount, this may result in a Full Surrender.

We will deduct the amount of the Partial Withdrawal, plus any applicable Withdrawal Charge and MVA from the Fixed Account first. Only after the Fixed Account has been exhausted will any remaining withdrawal amounts and charges be deducted from the Indexed Account(s) on a pro-rata basis. If a withdrawal is made from the Indexed Account(s) during the year, no indexed interest is credited on the amount of the withdrawal.

**Confinement Withdrawal** – After the first Contract Year, a Withdrawal Charge or the MVA will not apply if at the time of withdrawal: (1) You or one of the Joint Owners is Confined to a Long Term Care Facility or Hospital due to Injury or Sickness; (2) the confinement began while the Contract was in force; and (3) the confinement has lasted for 90 consecutive days. The Partial Withdrawal requirements listed in the Partial Withdrawal provision apply to any withdrawal under this provision.

**Confined** means necessarily confined as an inpatient upon the recommendation of a physician.

**Injury** means accidental bodily injury which is sustained while this Contract is in force.

**Sickness** means sickness or disease which first manifests itself while this Contract is in force.

**Physician** means a licensed doctor of medicine or licensed doctor of osteopathy operating within the scope of his license. The physician must not be You, the Annuitant, or a parent, spouse, child, stepchild, grandparent, grandchild, sibling or in-law of Yours, of the Annuitant's, or of the Joint Owner's.

**Hospital** means a facility that:

- a. is licensed and operated as a hospital according to the law of the jurisdiction in which it is located;
- b. operates primarily for the care and treatment of sick and injured persons as inpatients;
- c. provides continuous 24 hours a day nursing service by or under the supervision of a Registered Nurse;
- d. is supervised by a staff of licensed Physicians; and
- e. has medical, diagnostic and major surgical facilities or has access to such facilities on a prearranged basis.

Written notice and proof of confinement for 90 days in a Long Term Care Facility or Hospital must be received from Your Physician prior to Our Waiver of the Withdrawal Charges because of confinement.

**Long Term Care Facility** means a licensed Skilled Nursing Facility or an Intermediate Nursing Facility.

**Long Term Care Facility** does not mean

- a. a place that primarily treats drug addicts or alcoholics;
- b. a home for the aged or mentally ill;
- c. a community living center;
- d. a place that primarily provides domiciliary, residency or retirement care; or
- e. a place operated by a member of the Owner's, Joint Owner's or Annuitant's family.

**Skilled Nursing Facility** means a facility that:

- a. operates as a Skilled Nursing Facility according to the law of the jurisdiction in which it is located;
- b. provides skilled nursing care under the supervision of a licensed Physician;
- c. provides continuous 24 hours a day nursing service by or under the supervision of a Registered Nurse or a Licensed Practical Nurse; and
- d. maintains a daily medical record of each patient.

**Intermediate Nursing Facility** means a facility that:

- a. is licensed and operated as an Intermediate Care Facility according to the law of the jurisdiction in which it is located;
- b. provides continuous 24 hours a day nursing service by or under the supervision of a Registered Nurse or a Licensed Practical Nurse; and
- c. maintains a daily medical record of each patient.

**Terminal Illness Withdrawal** - After the first Contract Year, a Withdrawal Charge or the MVA will not apply if:

1. You are terminally ill and not expected to live more than 12 months;
2. Your Physician certifies to Your illness; and
3. You were not diagnosed with the terminal illness as of the effective date of this Contract. Proof of Your illness will be required. The requirements listed in the Partial Withdrawal provision apply under this provision.

The proof required for the above will include, but is not limited to, certification by a Physician performing within the scope of her license.

The Physician must not be You, the Annuitant, or a parent, spouse, child, stepchild, grandparent, grandchild, sibling or in-laws of Yours or that of the Annuitant or Joint Owner.

**Waiver Of Withdrawal Charge and Market Value Adjustment (MVA)** - For the first withdrawal made in a Contract Year, other than a withdrawal made in the first Contract Year, we will waive the Withdrawal Charge and the MVA on the amount of such withdrawal up to 10% of the Accumulation Value. If the withdrawal amount for this withdrawal exceeds 10% of the Accumulation Value, the amount in excess of the 10% will be subject to a Withdrawal Charge and MVA, if applicable.

We will also waive the Withdrawal Charge and the MVA when any of the following applies:

1. the Accumulation Value is paid at the death of the Owner;
2. a Life Income Option is chosen after the first Contract Year or the Fixed Period Option with a period of ten years or longer is chosen after the fifth Contract Year;
3. a withdrawal is made under the Confinement Withdrawal Provision;
4. a withdrawal is made under the Terminal Illness Withdrawal Provision.

**Payment Of Surrender Benefits** - Any surrender benefits will be paid to You. We may delay payment for up to six (6) months from the date We receive the written request to surrender. If We are going to delay payments for this period, We will notify You in writing. You may elect that any surrender benefit of \$2,500 or more be received under a Payment Option. Our consent is needed to choose a Payment Option if the Payee is not a Natural Person.

#### **ANNUITY BENEFITS PROVISION**

This Contract cannot be annuitized until after the first Contract Year. An election to receive distribution under a Payment Option must be made no later than 30 days before the Maturity Date. If a Payment Option is not chosen prior to that time, Option 2 with a guaranteed period of 10 years will automatically become effective.

The amount of the annuity payments will be determined by applying the Cash Surrender Value, less any applicable premium taxes, on the Maturity Date, or the date of application for a Payment Option, in accordance with the Payment Options Provision.



### DEATH OF OWNER PROVISION

**Before Distribution Under a Payment Option Begins** - Upon the death of the Owner, or the death of any Joint Owner who is not the spouse of the surviving Joint Owner, the Death Benefit will be paid to the Beneficiary(ies) designated by the Owner. Upon the death of any Joint Owner, where the surviving spouse is the surviving Joint Owner, such surviving Joint Owner will become the Primary Beneficiary to whom the Death Benefit will be paid, and any other Beneficiary designation on record at the time of such death will be treated as a Contingent Beneficiary.

Unless the Owner's designation of one of the death benefit options below is in effect at the time of his death, a Beneficiary who is not the spouse of the Owner must request that any amount payable be paid under one of the following death benefit options:

Option 1: Lump sum; or

Option 2: If the Accumulation Value is at least \$2,500, payment under a Payment Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Owner or any Joint Owner.

Any portion of the Death Benefit not applied under Option 1 within one year of the date of the Owner's or any Joint Owner's death, must be distributed within five years of the date of death. If You elect a payout option over a period of five years, we will automatically allocate 100% of the Accumulation Value to the Fixed Account and no further Premium Payments, assignments, allocations, or Partial Withdrawals may be made.

In addition, if the Beneficiary is the spouse of the Owner or deceased Joint Owner, she may elect to continue the Contract in her own name and exercise all the Owner's rights under the Contract, unless the Owner's designation of a death benefit option or other restriction is in effect at the time of her death. Unless the Internal Revenue Code provides otherwise, the spouse Beneficiary may elect to continue the Contract only one time.

**On or After a Payment Option Begins** - If You, or any Joint Owner, dies after distribution under a Payment Option has begun and before the guaranteed payments, if any, under the applicable Payment Option have been paid, and You are not an Annuitant, any remaining payments under the Payment Option elected will continue at least as rapidly as under the method of distribution in effect at such Owner's death.

### DEATH OF ANNUITANT PROVISION

If the Annuitant is not an Owner and dies before distribution under a Payment Option has begun, You may designate a new Annuitant, subject to Our underwriting rules then in effect. If no designation is made within 30 days of death of the Annuitant, either You or the younger of any Joint Owners will become the Annuitant. If the Owner is a non-Natural Person, then except as provided below, the death of the Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated. If the Contract is owned by a Trust as an asset of a retirement plan qualified under Sections 401,

403 or 408 of the Internal Revenue Code, or their successors, then a new Annuitant may be designated.

If the Annuitant is not the Owner and dies before the Owner and after the date distribution under a Payment Option has begun, and before the guaranteed payments, if any, under the Payment Option applicable have been paid, the remaining guaranteed payments will be distributed at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death.

### DEATH BENEFIT PROVISION

**Death Benefit** - The Death Benefit will be the greater of the Accumulation Value or the

Minimum Guaranteed Cash Surrender Value.

### PAYMENT OF DEATH BENEFIT

The Beneficiary designation in effect on the Contract Date will remain in effect until changed. The Beneficiary is entitled to receive the benefits to be paid at Your death. Unless You provide otherwise, the Death Benefit will be paid in equal shares to the primary Beneficiary(ies) who survive You and/or the Annuitant's death, as applicable.

If there are no surviving Primary Beneficiaries, the Death Benefit will be paid in equal shares and a proper written claim must be received by Us. Due proof of death will be either a certified death certificate; a certified decree of a court of competent jurisdiction as to the finding of death; or any other proof satisfactory

to Us. This Contract or a lost Contract statement to the Contingent Beneficiary(ies) who survive You and/or the Annuitant's death, as applicable. If there are no surviving Contingent Beneficiaries, the Death Benefit will be paid to Your estate.

All death benefits will be paid in accordance with applicable law or regulations governing death benefit payments. Due proof of death must also be received by Us before a death benefit will be paid.

**Claims Of Creditors** - So far as permitted by law, the benefits will not be subject to any claims of the Beneficiary's creditors.

### GENERAL PROVISIONS

**Assignment** - You may assign this Contract in writing at any time before it is surrendered, annuity payments begin or a Death Benefit becomes payable. A copy of any assignment must be filed at Our Service Center. We are not responsible for the validity of any assignment. If You assign this Contract, Your rights and those of any revocable-named person will be subject to the assignment. An assignment will not affect any payments We make or actions We take before We record the assignment.

**Change Of Owner, Beneficiary, or Annuitant** - Prior to the date a distribution under a Payment Option has begun, You may change the Owner, Beneficiary or Annuitant. Any change is subject to the rights of any irrevocable Beneficiary(ies). The Annuitant may not be changed in a Contract which is owned by a non-Natural Person, unless the Contract is owned by a Trust:

1. as an asset of a retirement plan qualified under Sections 401, 403 or 408 of the Internal Revenue Code, or their successors; or
2. the Contract is being continued by a surviving spouse as sole Beneficiary.

A change will not take effect until We receive Your request in writing and have recorded the change at Our Service Center. Once recorded, the change will be effective as of the date You signed the request. Naming a new Owner, Beneficiary or Annuitant will revoke any previously named Owner, Beneficiary or Annuitant. The change will not affect any

payments made or other action taken by Us before Your request was recorded in Our Service Center. Any change of Owner, Beneficiary or Annuitant is subject to Our underwriting rules then in effect. We may require submission of this Contract before We make any change.

**Entire Contract** - The Entire Contract between You and Us consists of this Contract, the attached application, and any attached endorsements, riders or amendments.

**Maturity Date** - Anytime prior to the Maturity Date You may surrender this Contract for cash or apply the Cash Surrender Value under the Annuity Benefits Provision. Written request for surrender must be received in Our Service Center at least 30 days before distribution starts.

**Modifications And Authority** - No agent has authority to change this Contract or waive any of its provisions. Any change in this Contract must be authorized by Our President, Vice President, Secretary or Assistant Secretary. All changes must be made in writing and endorsed by an authorized person.

**Annual Reports** - At least once each Contract year, We will mail to the Owner a report of the Accumulation Value of this Contract, plus all amounts debited and credited during the year. The report will be mailed to the last address of the Owner reported to Us.

**Incontestability** - We will not contest this Contract from the Contract Date.

**Interest** - Fixed Account Interest Rates payable under this Contract are annual effective interest rates based on daily compounding of interest.

**Jurisdiction** - This Contract is subject to the laws of the jurisdiction where it is issued.

**Conformity With State Law** - If any provision of this Contract is contrary to any law to which it is subject, such provision is amended to conform to the minimum standards of such law.

**Misstatement Of Age** - We may require proof of the Age of the Annuitant or any other Payee before making any annuity payment or Death Benefit payment. If the Age has been misstated, We will compute the amount payable based on the correct information. If any payments have begun, any underpayment that may have been made will be paid in full with the next annuity payment. Any overpayments, unless repaid to Us in one sum, will be deducted from future annuity payments otherwise due until We are repaid in

full. In calculating the amount of underpayment or overpayment, interest will be included at the Guaranteed Rate.

**Section 72** - In the event of any conflict between Section 72 of the Internal Revenue Code and the terms of this Contract, that section will govern so as to maintain the treatment of this Contract as an annuity Contract under the Internal Revenue Code. You will be notified of any change(s).

**Non-participation In Surplus** - We will not pay any dividends on this Contract. This Contract does not share in Our surplus.

**Proof Of Survival** - We may require proof that any Payee lives.

**Basis Of Computation** - A detailed statement of the method of determining reserves and values under this Contract has been filed with the insurance supervisory official of the jurisdiction in which this Contract is delivered. All such values are equal to or greater than the minimums required by law in that state.

#### **PAYMENT OPTIONS PROVISION**

After the first Contract Anniversary, You or, if You have not done so, the Payee may choose any of the Payment Options described below, including a lump sum payment, or You may arrange other Payment Options with Us. A previous election of restricted payout options may apply.

If the amount available to apply under any option is less than \$2,500, We reserve the right to pay such amount in one sum to the Payee.

Annuity payments will automatically be made monthly. Subject to Our approval quarterly, semi-annual or annual payments may be chosen by written request. However, if any payment provided for would be or becomes less than \$20, We have the right to reduce the frequency of payment to an interval that will result in each payment being at least \$20.

Payment Options are available only with Our consent if (a) this Contract is assigned; or (b) the Payee is not a Natural Person.

#### **Payment Options**

**Option 1 - Fixed Period** - Payments will be made for a fixed period. The fixed period may be from five to twenty years. The payments

for each \$1,000 applied under this option will be the amount shown in the Table for Income Option 1.

**Option 2 - Life Income** - Payments will be made for the life of the Payee only or life of the Payee with 10 or 20 years guaranteed. Payments for each \$1,000 applied under this option will be the amount shown in the Table for Income Option 2.

**Guaranteed Rate** - The guaranteed basis for payments is 2% annual effective interest under Options 1 and 2. The guaranteed mortality basis for Option 2 is the Annuity 2000 Mortality Tables.

If this Contract has been issued on a unisex basis, unisex mortality factors (50% male and 50% female blend) will be used.

**Settlement Agreement** - At the time a Payment Option is elected, We require exchange of this Contract for a settlement agreement which covers the Payment Option. The effective date of such agreement will be the date proceeds are applied under the settlement agreement.

**Death Of Payee** - If all the Payees have died, the value of any remaining guaranteed payments will be paid to the last Payee's estate, unless otherwise provided in the

election of the option. The value will be based on the interest rate shown in the settlement agreement, but not less than the Guaranteed Rate for the Payment Option elected.

**TABLE FOR INCOME OPTION 1**

**Monthly payments for each \$1,000 of Net Proceeds**

Payments for a Fixed Period					
Years	Amount	Years	Amount	Years	Amount
5	16.65	11	8.01	17	5.49
6	14.01	12	7.42	18	5.23
7	12.13	13	6.91	19	5.00
8	10.71	14	6.48	20	4.80
9	9.61	15	6.11		
10	8.74	16	5.78		

## TABLE FOR INCOME OPTION 2

## Annuity Payments for the Life of the Payee, with Guaranteed Periods

Male Annuitant Age	Monthly Payment per \$1000 applied			Female Annuitant Age	Monthly Payment per \$1000 applied		
	Life Only	10 Years Guaranteed	20 Years Guaranteed		Life Only	10 Years Guaranteed	20 Years Guaranteed
50	3.06	3.04	3.00	50	2.87	2.86	2.84
51	3.10	3.10	3.04	51	2.90	2.90	2.88
52	3.16	3.14	3.09	52	2.95	2.94	2.91
53	3.22	3.20	3.14	53	3.00	3.00	2.96
54	3.29	3.26	3.19	54	3.06	3.05	3.01
55	3.34	3.32	3.24	55	3.11	3.10	3.06
56	3.41	3.39	3.30	56	3.17	3.15	3.10
57	3.49	3.46	3.35	57	3.23	3.22	3.16
58	3.56	3.52	3.41	58	3.30	3.28	3.21
59	3.64	3.60	3.47	59	3.36	3.34	3.27
60	3.71	3.68	3.52	60	3.43	3.41	3.32
61	3.80	3.76	3.59	61	3.50	3.48	3.39
62	3.90	3.85	3.66	62	3.58	3.55	3.45
63	3.99	3.93	3.71	63	3.67	3.64	3.51
64	4.10	4.03	3.78	64	3.75	3.71	3.58
65	4.21	4.13	3.85	65	3.85	3.81	3.65
66	4.32	4.24	3.91	66	3.94	3.90	3.71
67	4.45	4.34	3.98	67	4.05	4.00	3.79
68	4.58	4.47	4.05	68	4.16	4.10	3.86
69	4.72	4.58	4.10	69	4.29	4.21	3.93
70	4.88	4.71	4.17	70	4.41	4.32	4.00
71	5.04	4.85	4.24	71	4.54	4.45	4.08
72	5.22	4.98	4.30	72	4.70	4.57	4.14
73	5.40	5.13	4.35	73	4.85	4.71	4.21
74	5.60	5.28	4.40	74	5.02	4.86	4.28
75	5.81	5.43	4.46	75	5.20	5.00	4.34
76	6.03	5.59	4.50	76	5.39	5.16	4.40
77	6.27	5.75	4.54	77	5.60	5.32	4.46
78	6.52	5.92	4.58	78	5.83	5.50	4.51
79	6.79	6.09	4.62	79	6.08	5.68	4.56
80	7.09	6.26	4.65	80	6.34	5.87	4.60
81	7.39	6.43	4.68	81	6.63	6.06	4.64
82	7.72	6.60	4.70	82	6.94	6.25	4.67
83	8.08	6.77	4.72	83	7.28	6.44	4.70
84	8.46	6.94	4.74	84	7.65	6.64	4.71
85	8.87	7.10	4.75	85	8.04	6.83	4.73



**RBC  
Insurance**

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Liberty Life Insurance Company [2000 Wade Hampton Boulevard, Greenville, South Carolina 29615]

### **ANNUAL POINT-TO-POINT CREDITING METHOD ENDORSEMENT**

This Endorsement is a part of the Annuity Contract ("Contract") to which it is attached.

#### **Annual Point-to-Point Crediting Method -**

For the Annual Point-to-Point Crediting Method, the Annual Index Rate is the Unadjusted Index Change in the Index Value for one Contract Year. The Annual Index Rate is subject to the Annual Cap or Participation Rate. **Note:** There will be either an Annual Cap or Participation Rate, but there will never be both on the same contract.

The Unadjusted Index Change is the Index value at the end of a Contract Year, minus the Index Value at the beginning of the Contract Year, divided by the Index Value at the beginning of the Contract Year.

The Annual Cap is the maximum Annual Index Rate allowed in any Contract Year. The Initial Annual Cap for the first Contract Year, if applicable, is shown on the Contract Schedule and guaranteed for a one-year period. The Annual Cap for each subsequent Contract Year will be determined by Us. The Annual Cap will never be less than 4%.

The Participation Rate is the maximum percentage of participation in the Annual Index Rate allowed in any Contract Year. The Initial Participation Rate for the first Contract Year, if applicable, is shown on the Contract Schedule and guaranteed for a one-year period. The Participation Rate for each subsequent Contract Year will be determined by Us. The Participation Rate will never be less than 10%.

A handwritten signature in black ink that reads "Robert T. Coleman III".

Secretary



Liberty Life Insurance Company [2000 Wade Hampton Boulevard, Greenville, South Carolina 29615]

### MONTHLY ADDITIVE CREDITING METHOD ENDORSEMENT

This Endorsement is a part of the Annuity Contract ("Contract") to which it is attached.

**Monthly Additive Crediting Method** - For the Monthly Additive Crediting Method, the Net Index Interest Rate for a Contract Year is the sum of the twelve Monthly Index Rates. The Net Index Interest Rate can never be less than zero.

The Monthly Index Rate is the Unadjusted Index Change in the Index Value for one Month, subject to the Monthly Cap or Participation Rate. **Note:** There will be either a Monthly Cap or Participation Rate but never both on the same contract.

The Unadjusted Index Change is the Index value at the end of the last Business Day of that Month, minus the Index Value on the first Business Day of that Month, divided by the Index Value on the first Business Day of that Month.

The Monthly Cap is the maximum Monthly Index Rate allowed in any Month. The Initial Monthly Cap for the first Contract Year, if applicable, is shown on the Contract Schedule and guaranteed for a one-year period. The Monthly Cap, if applicable, for each subsequent Contract Year will be determined by Us. The Monthly Cap will never be less than 0.5%.

The Participation Rate is the maximum percentage of participation in the Monthly Index Rate allowed in any Month. The Initial Participation Rate for the first Contract Year, if applicable, is shown on the Contract Schedule and guaranteed for a one-year period. The Participation Rate, if applicable, for each subsequent Contract Year will be determined by Us. The Participation Rate will never be less than 10%.

A handwritten signature in black ink that reads "Robert T. Coleman III".

Secretary

# **Exhibit B**



## DEFINITIONS

**Annuitant:** Annuitant means the Annuitant as defined in the Contract, unless the Joint Withdrawal Option is selected, in which case Annuitant means both the Annuitant and the Joint Annuitant together. The Annuitant cannot be changed during the Annuitant's lifetime.

**Attained Age:** Attained Age means age as of the last birthday.

**Contract:** Contract means the annuity contract to which this Rider is attached.

**Growth Phase:** The Growth Phase is the period of time beginning on the Rider Issue Date and ending on the last day before the beginning of the Withdrawal phase.

**Immediate Income Bonus:** The Immediate Income Bonus is equal to a percentage of the premium amount paid into the Contract. It is included in the Initial Income Base which is shown in the Rider Benefits Table on Page 1 of this Rider.

**Income Base:** The Income Base is the amount used for purposes of calculating the Rider benefit. The Income Base cannot be withdrawn in a lump sum.

**Lifetime Withdrawal Amount:** The Lifetime Withdrawal Amount is the amount that is guaranteed to be available for Partial Withdrawal each Contract Year during the life of the Annuitant while this Rider is in effect. The Lifetime Withdrawal Amount will initially be calculated at the beginning of the Withdrawal Phase. The Lifetime Withdrawal Amount reduces to zero upon death of the Annuitant.

## RIDER BENEFIT SUMMARY

The amount that can be withdrawn each year is called the Lifetime Withdrawal Amount. The Lifetime Withdrawal Amount is based on a percentage called the Lifetime Withdrawal Percentage.

The period of time before withdrawals begin is the Growth Phase. Once benefits commence under this Rider, the Rider enters the Withdrawal Phase.

**Lifetime Withdrawal Commencement Age:** The Lifetime Withdrawal Commencement Age is the earliest age at which the Withdrawal Phase may begin. If there are Joint Annuitants, the Lifetime Withdrawal Commencement Age refers to the Attained Age of the younger of the Joint Annuitants.

**Lifetime Withdrawal Percentage:** The Lifetime Withdrawal Percentage (LWP) is used in the calculation of the Lifetime Withdrawal Amount. The LWP is determined by the Attained Age of the Annuitant at the time of the first Withdrawal under this Rider. A table containing the LWP by Attained Age is located on Page 1 of this Rider. Once it is determined on the first day of the Withdrawal Phase, the LWP will not change.

**Owner:** Owner means the Owner as defined in the Contract. The Annuitant and the Owner must be the same person, unless the Owner is a non-natural person. If Joint Owners are named, all references to Owner shall mean the Joint Owners.

**Rollup Period:** The Rollup Period is the number of years that the Rollup Rate is in effect during the Growth Phase.

**Withdrawal Phase:** The Withdrawal Phase is the period of time beginning on the day the first withdrawal is taken under this Rider and ending on the day immediately preceding the date the Contract's Accumulation Value is equal to zero.

If Your Annuity Contract's Accumulation Value is reduced to zero during the Withdrawal Phase, then the Rider enters the Settlement Phase.

Complete details of these phases and terms and conditions of this Rider are contained in the following provisions.



**RBC  
Insurance**

Liberty Life Insurance Company 2000 Wade Hampton Boulevard, Greenville, South Carolina 29615

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER**

This Rider is a part of the Annuity Contract (“Contract”) to which it is attached. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. Except as modified by this Rider, the provisions of the Contract apply to this Rider. This Rider may use terms that are defined in the Contract; when this occurs, the definition in the Contract applies to the Rider.

Subject to certain terms and conditions, this Rider guarantees that You may take Partial Withdrawals up to a certain amount each Contract Year (without incurring withdrawal charges) until the death of the Annuitant, even if Your Contract Accumulation Value is reduced to zero.

**RIDER BENEFITS TABLE**

<b>Base Annuity Contract Number</b>	MA00057744
<b>Rider Issue Date</b>	July 13, 2009
<b>Rider Waiting Period</b>	1 Contract Year
<b>Initial Income Base Amount</b>	\$439,630
<b>Immediate Income Bonus</b>	5.0%
<b>Rollup Rate</b>	8.00% annual
<b>Rider Charge Rate</b>	0.50% annual
<b>Rollup Period</b>	12 Contract Years
<b>Lifetime Withdrawal Commencement Age</b>	50

**LIFETIME WITHDRAWAL PERCENTAGE TABLE**

Attained Age	Single Life	Joint Life	Attained Age	Single Life	Joint Life	Attained Age	Single Life	Joint Life
50	4.00%	3.50%	64	5.00%	4.50%	78	6.50%	6.00%
51	4.00%	3.50%	65	5.50%	5.00%	79	6.50%	6.00%
52	4.00%	3.50%	66	5.50%	5.00%	80	7.00%	6.50%
53	4.00%	3.50%	67	5.50%	5.00%	81	7.00%	6.50%
54	4.00%	3.50%	68	5.50%	5.00%	82	7.00%	6.50%
55	4.50%	4.00%	69	5.50%	5.00%	83	7.00%	6.50%
56	4.50%	4.00%	70	6.00%	5.50%	84	7.00%	6.50%
57	4.50%	4.00%	71	6.00%	5.50%	85	7.50%	7.00%
58	4.50%	4.00%	72	6.00%	5.50%	86	7.50%	7.00%
59	4.50%	4.00%	73	6.00%	5.50%	87	7.50%	7.00%
60	5.00%	4.50%	74	6.00%	5.50%	88	7.50%	7.00%
61	5.00%	4.50%	75	6.50%	6.00%	89	7.50%	7.00%
62	5.00%	4.50%	76	6.50%	6.00%	90+	8.00%	7.50%
63	5.00%	4.50%	77	6.50%	6.00%			

JS44 (Rev. 6/2017 NDGA)

**CIVIL COVER SHEET**

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

<p><b>I. (a) PLAINTIFF(S)</b> JON BRUCE HUGHES,</p>  <p><b>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF</b> <u>Dallas County, Alabama</u> <small>(EXCEPT IN U.S. PLAINTIFF CASES)</small></p>	<p><b>DEFENDANT(S)</b> ATHENE ANNUITY &amp; LIFE ASSURANCE COMPANY,</p>  <p><b>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT</b> <u>Fulton County, Georgia</u> <small>(IN U.S. PLAINTIFF CASES ONLY)</small></p> <p><small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small></p>
<p><b>(c) ATTORNEYS</b> <small>(FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)</small></p> <p>Rodney E. Miller, Esq. McCallum, Methvin &amp; Terrell, P.C. 2201 Arlington Avenue South Birmingham, AL 35205 Phone: (205) 939-0199 E-Mail: rem@mmlaw.net</p>	<p><b>ATTORNEYS</b> <small>(IF KNOWN)</small></p>

**II. BASIS OF JURISDICTION**  
(PLACE AN "X" IN ONE BOX ONLY)

<input type="checkbox"/> 1 U.S. GOVERNMENT PLAINTIFF	<input type="checkbox"/> 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
<input type="checkbox"/> 2 U.S. GOVERNMENT DEFENDANT	<input checked="" type="checkbox"/> 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES**  
(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)  
(FOR DIVERSITY CASES ONLY)

<small>PLF</small>	<small>DEF</small>	<small>PLF</small>	<small>DEF</small>
<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
<small>CITIZEN OF THIS STATE</small>		<small>INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE</small>	
<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5
<small>CITIZEN OF ANOTHER STATE</small>		<small>INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE</small>	
<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6
<small>CITIZEN OR SUBJECT OF A FOREIGN COUNTRY</small>		<small>FOREIGN NATION</small>	

**IV. ORIGIN** (PLACE AN "X" IN ONE BOX ONLY)

<input checked="" type="checkbox"/> 1 ORIGINAL PROCEEDING	<input type="checkbox"/> 2 REMOVED FROM STATE COURT	<input type="checkbox"/> 3 REMANDED FROM APPELLATE COURT	<input type="checkbox"/> 4 REINSTATED OR REOPENED	<input type="checkbox"/> 5 TRANSFERRED FROM ANOTHER DISTRICT <small>(Specify District)</small>	<input type="checkbox"/> 6 MULTIDISTRICT LITIGATION - TRANSFER	<input type="checkbox"/> 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
<input type="checkbox"/> 8 MULTIDISTRICT LITIGATION - DIRECT FILE						

**V. CAUSE OF ACTION** (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

This is a class action seeking damages for breach of contract and declaratory and injunctive relief, as well as other causes of action. This court has jurisdiction over this matter pursuant to 28 U.S.C. §1332(d).

**(IF COMPLEX, CHECK REASON BELOW)**

<input type="checkbox"/> 1. Unusually large number of parties.	<input type="checkbox"/> 6. Problems locating or preserving evidence.
<input type="checkbox"/> 2. Unusually large number of claims or defenses.	<input type="checkbox"/> 7. Pending parallel investigations or actions by government.
<input type="checkbox"/> 3. Factual issues are exceptionally complex.	<input type="checkbox"/> 8. Multiple use of experts.
<input type="checkbox"/> 4. Greater than normal volume of evidence.	<input type="checkbox"/> 9. Need for discovery outside United States boundaries.
<input type="checkbox"/> 5. Extended discovery period is needed.	<input type="checkbox"/> 10. Existence of highly technical issues and proof.

**CONTINUED ON REVERSE**

<b>FOR OFFICE USE ONLY</b>			
RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ <small>(Referral)</small>	NATURE OF SUIT _____	CAUSE OF ACTION _____

**VI. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

**CONTRACT - "0" MONTHS DISCOVERY TRACK**

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

**CONTRACT - "4" MONTHS DISCOVERY TRACK**

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

**REAL PROPERTY - "4" MONTHS DISCOVERY TRACK**

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

**TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK**

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

**TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK**

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

**BANKRUPTCY - "0" MONTHS DISCOVERY TRACK**

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

**CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK**

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

**IMMIGRATION - "0" MONTHS DISCOVERY TRACK**

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

**PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK**

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

**PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK**

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

**FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK**

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

**LABOR - "4" MONTHS DISCOVERY TRACK**

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

**PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK**

- 820 COPYRIGHTS
- 840 TRADEMARK

**PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK**

- 830 PATENT
- 835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - n/k/a Hatch-Waxman cases

**SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK**

- 861 HIA (1395f)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

**FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK**

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

**OTHER STATUTES - "4" MONTHS DISCOVERY TRACK**

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

**OTHER STATUTES - "8" MONTHS DISCOVERY TRACK**

- 410 ANTI TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

**OTHER STATUTES - "0" MONTHS DISCOVERY TRACK**

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

**\* PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

**VII. REQUESTED IN COMPLAINT:**

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ \_\_\_\_\_

JURY DEMAND  YES  NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

**VIII. RELATED/REFILED CASE(S) IF ANY**

JUDGE \_\_\_\_\_ DOCKET NO. \_\_\_\_\_

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. \_\_\_\_\_, WHICH WAS DISMISSED. This case  IS  IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

*Rodney Muller*  
SIGNATURE OF ATTORNEY OF RECORD

July 18, 2017  
DATE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumer Sues Athene Over 'Miscalculated' Annuity Payments](#)

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