

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

EVELYN SCOTT-DAVIS, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

NEW YORK LIFE INSURANCE  
COMPANY,

Defendant.

No.

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiff Evelyn Scott-Davis, individually and on behalf of all others similarly situated, brings this Complaint against New York Life Insurance Company (“Defendant” or “New York Life”). Plaintiff alleges the following based on (a) personal knowledge, (b) the investigation of counsel, and (c) information and belief.

**INTRODUCTION**

1. Defendant New York Life is a major insurance provider, specializing in whole life insurance policies.

2. Through one of its insurance vehicles, its AARP Life Insurance Program, New York Life contracts to provide life insurance policies which are payable to the policyholder’s beneficiaries upon the death of the policyholder.

3. These insurance policies include an incontestability clause, which states that New York Life cannot contest the validity of the policy after it has been in effect for two years of the policyholder’s life.

4. Contrary to the express contractual language, however, upon information and belief

New York Life habitually breaches this clause by challenging the validity of the contract after the two-year period expires, and unilaterally rescinds the policy to avoid issuing the required payment to the policy's beneficiaries.

## **PARTIES**

### **A. Plaintiff**

5. Plaintiff Evelyn Scott-Davis is resident of Pennsylvania, and currently resides in Philadelphia, Pennsylvania.

6. On October 14, 2016, Plaintiff Scott-Davis' grandson, Kent Bulcavage, obtained a \$15,000 life insurance policy through New York Life's AARP Life Insurance Program, naming Plaintiff Scott-Davis as one of two equal beneficiaries. Mr. Bulcavage signed the life insurance policy application.

7. Mr. Bulcavage further named Plaintiff Scott-Davis as the executor and sole beneficiary of his estate in a will executed on February 28, 2001, and granted her Durable Power of Attorney on April 4, 2012.

8. On December 18, 2019, Mr. Bulcavage passed away, entitling Plaintiff Scott-Davis to a \$15,000 payment as the beneficiary of his life insurance policy.

9. After Mr. Bulcavage's death, Plaintiff Scott-Davis attempted to collect on the policy, but was denied payment in a letter from New York Life dated May 1, 2020. In its letter, New York Life claimed it was denying payment, because it had "reason to believe that the contract was fraudulently purchased." Upon further communication with New York Life, it informed Plaintiff that it believed she signed the application, instead of Mr. Bulcavage, which is false. New York Life rescinded the policy and returned the amount of premiums paid to Plaintiff, but Plaintiff declined and sent the check back to New York Life.

10. Regardless of the alleged merit of New York Life's position, the two-year contestability period expired in October 2018.

11. As a result of New York Life's conduct, Plaintiff has been harmed, at minimum, in the amount she was entitled to under Mr. Bulcavage's life insurance policy.

**B. Defendant**

12. Defendant New York Life Insurance Company is a New York corporation with its principal place of business at 51 Madison Avenue, New York, New York, 10010.

13. New York Life is a private mutual life insurance company with a primary business of marketing, designing, and selling life insurance products.

14. New York Life engages in continuous and substantial business throughout the United States, including in Pennsylvania.

**II. JURISDICTION AND VENUE**

15. This Court has subject matter jurisdiction over the claims asserted herein pursuant to the Class Action Fairness Act, 28 U.S.C. §1332(d)(2), because Plaintiff and some of the members of the proposed classes are citizens of a State different from that of the Defendant and, upon the original filing of this Complaint, members of the putative class resided in states around the country; there are more than 100 putative class members; and the amount in controversy exceeds \$5 million, exclusive of interest and costs.

16. The Court also has personal jurisdiction over the parties because Defendant conducts a major part of their national operations, advertising, and sales through continuous business activity in this District.

17. Venue is further appropriate pursuant to 28 U.S.C. §1391 because Defendant conducts business in this District, because it has specifically marketed, advertised, and contracted extensively in Pennsylvania. Venue is also proper in this Court because a substantial part of the

events and actions giving rise to the harm suffered by Plaintiff and members of the proposed Class occurred in this District.

## FACTUAL BACKGROUND

### A. New York Life Insurance

18. New York Life has been continually doing business since its launch in 1841 under its original name, Nautilus Mutual Life.<sup>1</sup>

19. Since then, New York Life has grown into a multi-billion-dollar Fortune 100 company. It is the third-largest life insurance company, and seventy-first largest corporation, in the United States.<sup>2</sup>

20. New York Life's primary product is its whole life insurance policies, a broad family of products which guarantee lifelong coverage and eventual payout to the holder's beneficiaries, as long as the contractual premiums are paid over the policyholder's life.

21. Some of these policies are issued through New York Life's AARP Life Insurance Program which provides senior clients with life insurance coverage through a group program which is offered to American Association of Retired Persons ("AARP") members.<sup>3</sup>

22. The application process for this insurance program is nominal, consisting only of four questions. New York Life does not request medical records, medical record authorization, or a physical examination as a prerequisite to granting the policy.

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<sup>1</sup> <https://www.newyorklife.com/newsroom/history-five-facts-founding-new-york-life> (last visited Apr. 11, 2021).

<sup>2</sup> <https://www.newyorklife.com/newsroom/our-awards-and-recognition> (last visited Apr. 11, 2021).

<sup>3</sup> <https://www.nylaarp.com/> (last visited Apr. 11, 2021).

23. Despite its limited upfront diligence, upon information and belief New York Life habitually contests these policies after the death of the policyholder, in violation of its contractual obligations.

**B. New York Life's breach of the incontestability clause**

24. Pursuant to 40 P.S. § 510(c), all New York Life policies issued in the Commonwealth of Pennsylvania must contain an incontestability clause.

25. The incontestability clause included in the life insurance policy that named Plaintiff as a beneficiary states:

Except for the nonpayment of PREMIUMS, [NEW YORK LIFE] **cannot** contest the validity of the insurance or reinstated insurance after it has been in force for two years during the INSURED's lifetime from: (1) the INSURANCE DATE, and (2) the date the insurance is reinstated if applicable. To contest [NEW YORK LIFE] will only rely upon the statements signed by the OWNER in applying for such insurance. A copy of all statements must be furnished to the OWNER or to the beneficiary.<sup>4</sup>

(emphasis added).

26. Upon information and belief New York Life, however, regularly denies payment to policyholders after incontestability period has elapsed. Although New York Life claims in these denials that it is "rescinding" the insurance agreement, it does not engage in the process for rescission outlined in its own policy, which is initiated by the filing of a civil action. Instead, New York Life unilaterally rescinds the policy and mails the beneficiaries a refund of the premiums paid under the policy. Upon information and belief, New York Life engages in a cursory investigation and unilaterally determines the policy was obtained fraudulently, and then uses that as justification to rescind the policy.

27. New York Life's denial of these policies is a violation of its contractual agreement. Pursuant to the incontestability clause, New York Life is given two years to contest the insurance

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<sup>4</sup> See Exhibit A.

policy. When that period has run, New York Life cannot contest the policy, deny payment of benefits, or rescind the policy, other than for nonpayment of premiums.

28. If New York Life denied these policies within the two-year period, Plaintiff and Class Members would have been able to find alternative insurance providers, or could have remedied the alleged deficiencies, rather than believing to have adequately provided for their loved ones up to their time of death only to be met with a unilateral policy rescission.

29. Instead, beneficiaries find themselves with a nominal claim, often under \$20,000, and in need of hiring counsel to pursue a claim. Further, even if they can find representation, they are forced to litigate the claim without the assistance of the deceased's knowledge of the course of dealing with New York Life, while still mourning their loved one's death.

30. New York Life's denials are in this way a product of the chief assessment tool of the insurance industry –they are an exercise in balancing risk. By designing its denials process to coincide with the simultaneous burden of bereavement on a potential plaintiff and the death of the only other signatory to the contract, New York Life is able to maximize profits, while exposing itself to a minimal risk of litigation.

### **CLASS ACTION ALLEGATIONS**

31. This matter is brought by Plaintiff on behalf of herself and those similarly situated, under Rule 23 of the Federal Rules of Civil Procedure. Because Defendant's conduct was uniformly designed and implemented throughout the United States and uniformly impacted and injured its users, Plaintiff seeks certification of nationwide classes under Rule 23(b)(3) and 23(b)(2).

32. The classes that Plaintiff seeks to represent are defined as follows:

**Nationwide Class:** All persons in the United States who purchased life insurance policies from, or are the beneficiaries of, New York Life insurance policies in which the policy was rescinded after the expiration of

the two-year contestability period for any reason other than nonpayment of premiums.

**Pennsylvania Class:** All persons in the Commonwealth of Pennsylvania who purchased life insurance policies from, or are the beneficiaries of, New York Life insurance policies in which the policy was rescinded after the expiration of the two-year contestability period for any reason other than nonpayment of premiums.

33. **Numerosity/Impracticability of Joinder:** Class Members are so numerous that joinder of all members would be impractical. The proposed Classes likely contain thousands of members, but it would require information solely in the possession of the Defendant to identify the Class(es).

34. **Commonality and Predominance:** There are common questions of law and fact that predominate over any questions affecting only individual Class Members. These common legal and factual questions include but are not limited to the following:

A. Whether New York Life's unilateral rescission of its life insurance policies after the two-year contestability period constitutes breach of contract;

B. Whether New York Life's unilateral rescission of its life insurance policies after the two-year contestability period constitutes a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law;

C. Whether New York Life is liable for its unilateral rescission of its life insurance policies after the two-year contestability period under the common law principles of unjust enrichment;

D. Whether New York Life's breach foreseeably damaged Plaintiff and Class Members;

E. Whether New York Life's breach caused Plaintiff and the Class Members to suffer damages and, if so, the amounts thereof;

F. Whether New York Life's justification for the aforementioned contract cancellations was fraudulent.

35. **Typicality:** Plaintiff's claims are typical of the claims of the Class Members because Plaintiff's claims arise out of violations of the same incontestability clause in New York Life's form life insurance policies.

36. **Adequacy:** Plaintiff is an adequate representative who will fully and adequately assert and protect the interests of the Class and has retained class counsel who are experienced and qualified in prosecuting class actions, including in the areas of consumer protection litigation.

37. **Superiority:** A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit because individual litigation of the claims of all Class Members is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Classes are likely in the millions of dollars, the individual damages incurred by each Class Member likely range from \$10,000 to \$20,000. Many individual Class Members likely do not have a significant interest in individually controlling the prosecution of separate actions, and individualized litigation would also result in varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all the parties and the court system because of multiple trials of the same factual and legal issues. Plaintiff do not anticipate any difficulty in managing this litigation.

38. **Final Injunctive Relief:** Defendant has acted or refused to act on grounds generally applicable to the Class Members and, as such, final injunctive relief is appropriate, including but not limited to the injunctive relief requested below.



39. **Notice:** Defendant has, or has access to, addresses, phone numbers, e-mail addresses, and other contact information for the Class Members, which may be used for the purpose of providing notice of the pendency of this action.

## **CAUSES OF ACTION**

### **COUNT I BREACH OF CONTRACT (On Behalf of the Nationwide Class, or, Alternatively, the Pennsylvania Class)**

40. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

41. Plaintiff and New York Life entered into a contract which includes a clause barring Defendant from “contest[ing] the validity of the insurance or reinstated insurance after it has been in force for two years during the INSURED’s lifetime.”

42. New York Life breached this contract through its unilateral rescission of its life insurance policies after the two-year contestability period.

43. Plaintiff, Class Members, and their related policyholders adhered to their contractual obligations, including timely and complete payment of required premiums.

44. New York Life damaged Plaintiff and Class Members by failing to pay out the benefits of the life insurance policies to their beneficiaries, as required under the contract upon the death of the policyholder.

### **COUNT II UNJUST ENRICHMENT (On Behalf of the Nationwide Class, or, Alternatively, the Pennsylvania Class)**

45. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

46. Plaintiff and members of the Class conferred a benefit on the Defendant.

47. Defendant had knowledge that this benefit was conferred upon it.

48. Defendant has been and continues to be unjustly enriched at the expense of Plaintiff and Class Members, and their retention of this benefit under the circumstances would be inequitable.

49. As a direct and proximate cause of Defendant's unjust enrichment, Plaintiff and the Class are entitled to an accounting, restitution, attorneys' fees, costs and interest.

**COUNT III**  
**VIOLATIONS OF PENNSYLVANIA'S UNFAIR TRADE PRACTICES**  
**AND CONSUMER PROTECTION LAW**  
**(On Behalf of the Nationwide Class, or, Alternatively, the Pennsylvania Class)**

50. Plaintiff incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

51. The Unfair Trade Practices and Consumer Protection Law (UTPCPL) makes failure "to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made" and engagement "in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding" illegal.

52. New York Life failed to adhere to the written incontestability clause in its contract, as explained in detail, *supra*.

53. By waiting until after the death of the insured to make this challenge, New York Life has ensured that there will be confusion as to the terms and relevant conduct of the parties of the agreement.

54. These acts constitute unfair trade practices under the UTPCPL, entitling Plaintiff to recovery.

55. Pursuant to 73 Pennsylvania Statutes section 201-9.2, Plaintiff requests that the Court grant treble damages and other relief it deems just and appropriate.

#### **PRAYER FOR RELIEF**

56. WHEREFORE, Plaintiff, on her own behalf, and all others similarly situated, respectfully demands judgment against Defendant as follows:

A. That the Court certify this lawsuit as a class action under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, and that Plaintiff be designated as class representatives and that Plaintiff's counsel be appointed as Class Counsel;

B. That the Court award Plaintiff and Class Members damages against Defendant;

C. That the Court grant injunctive relief, including an order prohibiting Defendant from unilaterally rescinding its policies for any reason other than for nonpayment of premiums after the expiration of the contestability period;

D. That the Court award Plaintiff and the Class their costs of suit, including reasonable attorneys' fees and expenses, including expert fees, as provided by law; and

E. That the Court award Plaintiff and the Class prejudgment interest at the maximum rate allowable by law.

#### **DEMAND FOR JURY TRIAL**

Plaintiff respectfully request a trial by jury on all claims triable as a matter of right.

Dated: April 27, 2021

By: /s/ Joseph G. Sauder  
Joseph G. Sauder  
Joseph B. Kenney

Sonjay C. Singh  
SAUDER SCHELKOPF LLC  
1109 Lancaster Avenue  
Berwyn, PA 19312  
Phone: 610-200-0580  
Fax: 610-421-1326  
jgs@sstriallawyers.com  
jbk@sstriallawyers.com  
scs@sstriallawyers.com

*Attorneys for Plaintiff*

## THIS INSURANCE

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DOCUMENT HAS BEEN PREPARED

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EXCLUSIVELY FOR:

Kent J Bulcavage  
8311 Williams Ave  
Philadelphia, PA 19150-2022

THE FOLLOWING PAGES  
CONSTITUTE THE CERTIFICATE.  
*Please review and keep for your records.*





New York Life Insurance Company  
51 Madison Avenue, New York, NY 10010



# CERTIFICATE

## AARP PERMANENT LIFE (GROUP PERMANENT LIFE INSURANCE) (Paid Up At AGE 95)

DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS PAGES.

**POLICYHOLDER** TRUSTEE OF THE AARP LIFE INSURANCE TRUST  
**POLICY NUMBER** AA-67 (the "POLICY")

WE certify that the INSURED becomes insured on the INSURANCE DATE stated below on the Individual Schedule Of Benefits if the initial PREMIUM is paid no later than 31 days after the INSURANCE DATE. Insurance is subject to: (a) the Suicide limitation; (b) the terms and conditions of the POLICY; and (c) OUR underwriting requirements.

### INDIVIDUAL SCHEDULE OF BENEFITS

**CERTIFICATE NUMBER** A8748478  
**INSURED MEMBER** Kent J Bulcavage  
**ADDRESS** 8311 Williams Ave  
Philadelphia, PA 19150-2022  
**DATE OF BIRTH** REDACTED  
**AGE AT ISSUE** 64  
**SEX** Male  
**INSURANCE DATE** 10/21/2016  
**AMOUNT OF INSURANCE** \$15,000  
**PREMIUM** \$ 82.50 monthly - automatic bank account deduction  
**BENEFICIARY** First Beneficiary - Evelyn Scott Davis 100%  
Second Beneficiary - Anthony Scott 100%

**RIGHT TO EXAMINE THE CERTIFICATE FOR 30 DAYS** The OWNER will have 30 days from the date of receipt to examine the Certificate. If the OWNER does not wish to keep the Certificate, it must be surrendered to US, or to the agent through whom it was purchased if applicable, within this period. Upon such surrender, WE will return any PREMIUM paid and insurance will be void from the start.

This Certificate replaces all Certificates which were previously issued under the above Certificate Number.

Secretary

President





**SCHEDULE  
TABLE OF VALUES  
AGE AT ISSUE: 64  
SEX: Male**

<b><u>At the Anniversary of the INSURANCE DATE</u></b>	<b><u>CASH VALUE Per \$1,000 of the Amount of Insurance</u></b>	<b><u>Paid-Up Insurance Per \$1,000 of the Amount of Insurance</u></b>
1	\$0.00	\$0.00
2	0.00	0.00
3	29.93	56.00
4	60.55	110.27
5	91.57	162.40
6	123.00	212.53
7	154.72	260.47
8	186.48	306.20
9	218.07	349.40
10	249.59	390.53
11	281.05	429.73
12	312.44	467.07
13	343.67	502.67
14	374.53	536.33
15	404.79	568.07
16	434.37	597.93
17	463.13	625.93
18	491.10	652.27
19	518.43	677.27
20	545.13	701.00

This table assumes that the required PREMIUMS have been paid to the Anniversary shown and an Accelerated Benefit has not been paid and a loan is not outstanding. CASH VALUES and Paid-Up Insurance amounts at times not shown or where an Accelerated Benefit has been paid or where a loan is outstanding will be furnished upon request. At AGE 105, WE will send a notice to the OWNER stating that the CASH VALUE equals the Amount of Insurance.



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## IMPORTANT NOTICE

- CERTIFICATE** This Certificate is a summary of the provisions of the POLICY. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the POLICY will be decided in favor of the POLICY. A copy of the POLICY is available at the Policyholder's office for inspection at any time during business hours. The OWNER should contact US with questions regarding insurance.
- CONFORMITY WITH STATE LAWS AND/OR REGULATIONS** Any provision of the POLICY which is in conflict with any law and/or regulation of its Contract State or any applicable extraterritorial law and/or regulation of any other state in which the INSURED and/or OWNER is a resident, is amended to conform to the minimum requirements of such law and/or regulation.
- CONTINUATION OF COVERAGE** Except as stated in the When Insurance Ends section, once insurance becomes effective coverage will continue even if: (a) the POLICY with AARP ends; (b) the INSURED ceases to be an AARP member; or (c) the POLICY is amended to end the eligible class of which the INSURED is a member.
- DEFERRAL OF PAYMENT** OUR general practice is to pay benefits as soon as reasonably possible. However, WE may defer the payment of the Surrender and/or Loan Benefit for up to six months after receipt of a request for payment. WE will pay interest, at the rate required by state law, compounded annually on the amount of any benefit so deferred. Interest will be paid from the date of deferral until the date the benefit is paid.
- ERRORS** Errors or delays in keeping records by US, will: (a) not revoke insurance otherwise in force; (b) not continue insurance which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.
- EXAMINATION** WE, at OUR own expense, have the right and opportunity to examine the medical records of the deceased in order to determine the cause of death.
- INCONTESTABILITY** Except for nonpayment of PREMIUMS, WE cannot contest the validity of the insurance or reinstated insurance after it has been in force for two years during the INSURED's lifetime from: (1) the INSURANCE DATE, and (2) the date the insurance is reinstated, if applicable. To contest, WE will only rely upon statements signed by the OWNER in applying for such insurance. A copy of all statements must be furnished to the OWNER or to the beneficiary. Such statements are representations, not warranties.
- MISSTATEMENTS** If relevant statements of AGE AT ISSUE or Sex were not accurate for any person: (a) a fair adjustment of remittances and/or insurance will be made; and (b) based upon the facts, WE will decide whether, and what, insurance is valid under the POLICY. If the AGE AT ISSUE or Sex for any person is incorrect but such person would have qualified as an ELIGIBLE MEMBER on the INSURANCE DATE with the correct information, the amount payable under the POLICY will be the amount the PREMIUMS would have purchased at the correct AGE AT ISSUE or Sex.
- POLICY CHANGES** The POLICY can be changed: (a) at any time by written agreement between US and the Policyholder; and (b) without the consent of any other person. No agent is authorized to change this Certificate or waive any of its provisions.

**PREMIUM**

The PREMIUMS are payable to AGE 95 and are guaranteed not to change. Once the required PREMIUMS are paid, insurance becomes fully paid up. No further PREMIUMS are required to remain insured under the POLICY.

If the OWNER changes the payment method or frequency the PREMIUM will change according to the rules on the INSURANCE DATE, as described in the POLICY.

**OTHER DETAILS**

On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight as applicable to the INSURED.

AA-67  
GMR-C-NOTICE

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**GROUP PERMANENT LIFE INSURANCE**

WE will pay a benefit for the: (a) Terminal Illness of the INSURED; (b) death of the INSURED; or (c) Loan and/or Surrender Benefit; in accordance with all of the following:

**ACCELERATED BENEFIT**

The Accelerated Benefit is available if the INSURED: has a Terminal Illness. "Terminal Illness" is a medical condition where the patient has a life expectancy of 12 months or less, if such condition does not result directly or indirectly from self-inflicted injuries. For the Accelerated Benefit to be paid, WE must receive: (1) a completed, request for the benefit in a form satisfactory to US; and (2) satisfactory proof that the INSURED has a Terminal Illness.

Only one Accelerated Benefit is payable for this Certificate while the INSURED is insured under the POLICY whether insurance is continuous or interrupted. Receipt of the Accelerated Benefit may be taxable. The OWNER is advised to consult with a personal tax advisor to determine how their tax status may be affected.

**DEATH BENEFIT**

The Death Benefit is payable when the INSURED dies and after WE receive satisfactory proof of the INSURED's death.

**WHAT BENEFIT IS PAYABLE**

The benefit payable is as follows:

- 1. Accelerated Benefit:** Except as stated below, 50% of the Amount of Insurance in force on the INSURED's life, less 50% of the LOAN BALANCE on the date WE approve the OWNER's request for the Accelerated Benefit. The benefit will be paid in a lump sum. Upon payment of the Accelerated Benefit, the Amount of Insurance, CASH VALUE and any LOAN BALANCE will be reduced by 50%. Future PREMIUMS will be based on the reduced Amount of Insurance.
- 2. Death Benefit:** Except as stated below, the Amount of Insurance in force on the INSURED on the date of the INSURED's death less any LOAN BALANCE and, if death occurs during the GRACE PERIOD, less any PREMIUM due and not paid.

**MAXIMUM** - Amounts of insurance under this POLICY are not subject to the Maximum provision of other policies issued to the Policyholder by US which limit the total Amount of Insurance for the INSURED.

**SUICIDE** - If the INSURED dies within the first two years insurance is in force and the death is due to, related to or occurs during: suicide, an attempt at suicide or an intentional self-inflicted injury; WE will only return the PREMIUMS paid for insurance.

**BENEFICIARY**

Beneficiary(ies) are classed as first, second and so on. Unless otherwise provided in the beneficiary designation, the following benefits will be paid as follows:

1. The Accelerated Benefit will be paid to the OWNER, except if WE have received satisfactory proof of the INSURED's death before such payment is made, then the Death Benefit will be paid as stated below.
2. The Death Benefit will be paid in equal shares to the first beneficiary(ies) who survives the INSURED by 15 days. If no first beneficiary(ies) so survives, payment will be made in equal shares to any second beneficiary(ies) who survives the INSURED by 15 days, and so on. Surviving beneficiary(ies) in the same class will have an equal share in the proceeds otherwise designated for a deceased beneficiary in that class. If no beneficiary is designated or no beneficiary survives the INSURED, the benefit will be payable to the INSURED's estate, or at OUR option to the INSURED's surviving relative(s) in the following order of survival: spouse or domestic partner as defined by law, as applicable; children equally; parents equally; or brothers and sisters equally.

**FACILITY OF PAYMENT** - WE have the right to pay up to \$250 of the benefit to anyone who has incurred expenses for the INSURED's fatal illness or burial. If a payee is a minor or is, in OUR opinion, not legally able to give a valid receipt for any payment due him or her, payment may be made in monthly installments of up to \$50 each to any person or institution who, in OUR opinion, is caring for or supporting such payee. These monthly installments will continue until the earlier of the date: (a) claim is made by a duly appointed guardian or committee of the payee for the remainder of the benefit, if any; or (b) the full benefit, to which such payee is entitled, has been paid. Such payment will be proper to the extent made.

**FORFEITURE OF PAYMENT** - No payment will be made to any person(s) if such person(s) is the principal or an accomplice in willfully bringing about the INSURED's death. Payments will be made in accordance with this section as though that person(s) had died before the INSURED.

**TRANSFER OF OWNERSHIP**

The OWNER can transfer all or any part of incidents of ownership of the insurance.

**REQUEST PROCEDURE**

To: (a) designate a beneficiary or change a beneficiary designation; and/or (b) transfer ownership; WE must be given a completed, request from the OWNER in a form satisfactory to US. Such request must be approved and recorded by US. After such recording, the request will take effect as of the date it was signed, subject to any payment made or any other action taken by US before the recording. In the case of a transfer of ownership, any incidents of ownership so transferred, shall be transferred on the date the transfer becomes effective.

**LOAN BENEFIT**

Subject to the Deferral Of Payment section on the Important Notice page(s), the OWNER can obtain a loan from US on the security of the CASH VALUE, if: (a) the OWNER gives US a completed request in a form satisfactory to US; and (b) the loan plus any existing LOAN BALANCE does not exceed 90% of the CASH VALUE.

The effective annual rate of interest on a loan is 8%. The accrued interest on a loan principal is due on each ANNIVERSARY DATE following the date of the loan, except that: No interest will accrue on or after the date the OWNER requests to surrender the insurance as stated in the Surrender Benefit section. If such accrued interest is not paid within 31 days after such ANNIVERSARY DATE, it will be added to and become a part of the loan principal as of such ANNIVERSARY DATE.

The OWNER can repay all or any part of a loan at any time. Failure to repay the loan or the accrued interest on the loan principal will not end insurance, except that: WE will give notice to the OWNER if on any ANNIVERSARY DATE the LOAN BALANCE equals or exceeds the CASH VALUE. If within 31 days after the date of such notice, the OWNER has not reduced the LOAN BALANCE to an amount less than the CASH VALUE, insurance will end.

**SURRENDER BENEFIT**

Subject to the Deferral Of Payment section on the Important Notice page(s), the OWNER can surrender all of the insurance and receive the CASH SURRENDER VALUE, if: (a) the OWNER gives US a completed request in a form satisfactory to US; and (b) the INSURED is alive on the date of surrender. All insurance will end as of the date of surrender. The date of surrender is the date WE receive the OWNER's request for surrender.

AA-67  
GMR-L/AB

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**WHEN INSURANCE ENDS**

Except as stated in the Waiver of Premium Benefit for Nursing Home Confinement and Non-Forfeiture Values section, the insurance will end on the earlier of:

1. prior to AGE 95, the last day of the INSURANCE PERIOD for which the last PREMIUM has been paid, except that insurance will not end if the PREMIUM is paid within the GRACE PERIOD; or
2. the date insurance ends as stated in the Loan Benefit or Surrender Benefit sections on the Group Permanent Life Insurance page(s).

**WAIVER OF PREMIUM BENEFIT  
FOR NURSING HOME CONFINEMENT**

WE will continue the insurance without the payment of PREMIUMS, if:

1. the INSURED is confined in a NURSING HOME at the explicit direction of a physician;
2. the INSURED's confinement in the NURSING HOME has lasted for at least 180 consecutive days;
3. WE receive satisfactory proof that the INSURED has been so confined. Such proof must be received by US within one year after the date such confinement began, except if it is not possible to give such proof within one year after such date, then proof must be given as soon as reasonably possible. Further proof that the INSURED is confined in a NURSING HOME must be provided each year thereafter; and
4. WE approve the benefit.

The Amount of Insurance continued under this benefit is equal to the Amount of Insurance in force on the date the INSURED's NURSING HOME confinement began.

WE will waive the payment of PREMIUMS due on the PREMIUM DUE DATE following the date the INSURED has been confined in the NURSING HOME for 180 consecutive days. Payment of PREMIUMS should continue until WE approve the benefit.

The benefit will end on the earliest of the date:

1. the INSURED is no longer confined in a NURSING HOME;
2. confinement in the NURSING HOME is no longer at the explicit direction of a physician;
3. WE do not receive the required proof that the INSURED remains so confined;
4. no more PREMIUMS are payable; or
5. insurance ends as stated in the Loan Benefit or Surrender Benefit sections on the Group Permanent Life Insurance page(s).

Insurance in force on the date the benefit ends will continue, except as stated on the When Insurance Ends section.

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GMR-L/DL C

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**NON-FORFEITURE VALUES**

**OPTIONS WHEN  
INSURANCE ENDS**

If insurance ends and it has no CASH SURRENDER VALUE there are no options available. If insurance has CASH SURRENDER VALUE when it ends, the OWNER can elect to surrender the insurance for its CASH SURRENDER VALUE or the insurance will continue as paid-up insurance.



**SURRENDER FOR CASH** Subject to the Deferral Of Payment section on the Important Notice page(s), the OWNER can surrender all of the insurance for its CASH SURRENDER VALUE. To do so, the OWNER must: (a) make a request in a form satisfactory to US, no later than 3 months after the date insurance ends; and (b) give up the Certificate.

All insurance will end on the date of surrender. The date of surrender is the date WE receive the OWNER's written request for surrender.

**PAID-UP INSURANCE** Paid-up insurance begins as of the date WE record the OWNER's notice electing it, or begins on the date insurance ended if later. No more PREMIUMS are due for this insurance. It is payable to the beneficiary when WE have proof that the INSURED died while this paid-up insurance option was in effect.

The amount of paid-up insurance is as stated in the Table Of Values on the Schedule page(s). The amount is calculated on the basis of: (a) the INSURED's AGE AT ISSUE; and (b) the period of time such insurance was continuously in force under the POLICY.

The amount of paid-up insurance is calculated as of the PREMIUM DUE DATE after insurance ends. The calculation is made by applying the CASH SURRENDER VALUE at the net single premium rate for the INSURED's AGE on that date. In most cases, this amount will be less than the Amount of Insurance that ended. After this paid-up insurance goes into effect, no benefits from riders will be provided.

Paid-up insurance can be surrendered at any time. It has CASH VALUE and loan value. Its CASH VALUE will be determined on a basis consistent with the basis used to determine CASH VALUE under the POLICY. All insurance will end on the date of surrender. The date of surrender is the date WE receive the OWNER's written request for surrender.

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## DEFINITIONS

**AGE** AGE means the INSURED's AGE AT ISSUE plus the number of complete years from the INSURANCE DATE.

**AGE AT ISSUE** AGE AT ISSUE means the INSURED's attained age on the date that the Enrollment Form was signed; or, if this Certificate was issued as an exchange from another Certificate, AGE AT ISSUE will be determined in accordance with any applicable provisions of the Certificate being exchanged.

**ANNIVERSARY DATE** ANNIVERSARY DATE means the annual reoccurrence of the INSURANCE DATE.

**CASH VALUE** CASH VALUE means the amount stated for selected years in the Table Of Values on the Schedule page(s). Straight line interpolation will determine the CASH VALUE at times between Anniversaries. The amount is calculated on the basis of: (a) the INSURED's AGE AT ISSUE; and (b) the period of time such insurance was continuously in force under the POLICY.

<b>CASH SURRENDER VALUE</b>	CASH SURRENDER VALUE means the amount of CASH VALUE less any LOAN BALANCE.
<b>ELIGIBLE MEMBER</b>	ELIGIBLE MEMBER means a person who is: (a) a member of AARP; (b) between AGE 45 and AGE 80, inclusive; and (c) a legal resident of the fifty states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, or Guam; or a person who is insured under another Group Life Insurance policy issued by US to the Policyholder, when the OWNER exercises the Option To Buy or Option To Exchange Insurance section of said other group policy.
<b>GRACE PERIOD</b>	GRACE PERIOD means the 31 day period that begins on any PREMIUM DUE DATE if the PREMIUM due on such date is not yet paid. During the GRACE PERIOD, the insurance will be continued. However, if the PREMIUM due on the PREMIUM DUE DATE is not paid by the end of the GRACE PERIOD, insurance will lapse and end, except as stated in the Non-Forfeiture Values provision.
<b>INSURANCE DATE</b>	INSURANCE DATE means the date that insurance under the POLICY takes effect, subject to the initial PREMIUM being paid.
<b>INSURANCE PERIOD</b>	INSURANCE PERIOD means the span of time from a PREMIUM DUE DATE through the day before the next PREMIUM DUE DATE, during which insurance continues, if the PREMIUM for such span of time is paid.
<b>INSURED</b>	INSURED means the person who: (a) was an ELIGIBLE MEMBER on the INSURANCE DATE; (b) became insured under the POLICY, as approved by US; and (c) remains insured under the POLICY.
<b>LOAN BALANCE</b>	LOAN BALANCE means the sum of all unpaid loans increased by accrued interest on a daily basis.
<b>NURSING HOME</b>	<p>NURSING HOME means a facility that: (a) is operated pursuant to law; (b) is approved for payment of Medicare benefits or qualified to receive such approval, if so requested; (c) is primarily engaged in providing, aside from room and board accommodation, skilled nursing care under the supervision of a duly licensed physician; (d) provides continuous 24-hours-a-day nursing service by or under the supervision of a registered professional nurse (R.N.); and (e) maintains a daily medical record of each patient.</p> <p>NURSING HOME does not include a home or facility: (a) used primarily for rest; (b) for the care of drug addicts or alcoholics; (c) for the care and treatment of mental diseases or disorders; or (d) for custodial care.</p>
<b>OUR</b>	OUR means New York Life Insurance Company.
<b>OWNER</b>	OWNER means the person who has all rights of ownership for the insurance. Unless otherwise stipulated, on the INSURANCE DATE the OWNER will be the INSURED.
<b>POLICY</b>	POLICY means the Group Policy, as shown on the face page of this Certificate, issued to the Policyholder by US.
<b>PREMIUM</b>	PREMIUM means the applicable full periodic payment toward the insurance coverage, which must be paid for insurance to take effect on the INSURANCE DATE and/or for insurance to continue in force under the POLICY. PREMIUM is due on each PREMIUM DUE DATE.

**PREMIUM DUE DATE** PREMIUM DUE DATE means the following dates by which the PREMIUM must be received: (a) initially the INSURANCE DATE; (b) thereafter, until AGE 95, based upon the mode of payment elected by the OWNER and approved by US, the annual, semiannual, quarterly or monthly reoccurrence of the INSURANCE DATE.

**US** US means New York Life Insurance Company.

**WE** WE means New York Life Insurance Company.



THIS CONCLUDES THE CERTIFICATE.

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## New York Life is here to help.

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For your convenience, you can easily manage your Contract information, make important changes or updates, and make premium payments online. Just visit [nylaarp.com/service](https://nylaarp.com/service) to:

- Provide a change of address
- Update or change beneficiary information
- Change the way you choose to be billed
- Make a one-time payment
- Set up automatic payments



**To speak with a knowledgeable New York Life customer service agent, call our award-winning Sales and Service Center at 1-800-260-8865.**

Representatives are available from 8 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 5 p.m. Saturday (ET).

To notify us of a life insurance claim, please  
call toll-free: 1-800-260-8865.



Life Insurance  
Program from



CIVIL COVER SHEET

The JS 44 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, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Evelyn Scott-Davis

(b) County of Residence of First Listed Plaintiff Philadelphia County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Sauder Schelkopf. Address: 1109 Lancaster Avenue Berwyn, PA 19312. Phone: 610-200-0583.

DEFENDANTS

New York Life Insurance Company

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, HABES CORPUS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332

Brief description of cause: Improper challenge of life insurance validity outside of contestability period

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 04/27/2021 SIGNATURE OF ATTORNEY OF RECORD /s/ Joseph G. Sauder

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



**DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 8311 Williams Avenue, Philadelphia, PA, 19150

Address of Defendant: 51 Madison Avenue, New York, NY, 10010

Place of Accident, Incident or Transaction: Contract Signed in Pennsylvania

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |                                                                                                                                                                                        |                              |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?                                        | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?                                                | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case  is /  is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 04/27/2021 \_\_\_\_\_ /s/ Joseph G. Sauder \_\_\_\_\_ 82467  
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FEELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases  
 (Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify): \_\_\_\_\_
- 7. Products Liability
- 8. Products Liability – Asbestos
- 9. All other Diversity Cases  
 (Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Joseph Sauder, counsel of record or pro se plaintiff, do hereby certify:

Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

Relief other than monetary damages is sought.

DATE: 04/27/2021 \_\_\_\_\_ /s/ Joseph G. Sauder \_\_\_\_\_ 82467  
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

EVELYN SCOTT-DAVIS, individually and	:	CIVIL ACTION
on behalf of all others similarly situated,	:	
v.	:	
NEW YORK LIFE INSURANCE	:	NO.
COMPANY.	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

April 27, 2021	Joseph G. Sauder	Plaintiffs
<hr/> <b>Date</b>	<hr/> <b>Attorney-at-law</b>	<hr/> <b>Attorney for</b>
610-200-0580	610-421-1326	jgs@sstriallawyers.com
<hr/> <b>Telephone</b>	<hr/> <b>FAX Number</b>	<hr/> <b>E-Mail Address</b>

**Civil Justice Expense and Delay Reduction Plan  
Section 1:03 - Assignment to a Management Track**

- (a) The clerk of court will assign cases to tracks (a) through (d) based on the initial pleading.
- (b) In all cases not appropriate for assignment by the clerk of court to tracks (a) through (d), the plaintiff shall submit to the clerk of court and serve with the complaint on all defendants a case management track designation form specifying that the plaintiff believes the case requires Standard Management or Special Management. In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.
- (c) The court may, on its own initiative or upon the request of any party, change the track assignment of any case at any time.
- (d) Nothing in this Plan is intended to abrogate or limit a judicial officer's authority in any case pending before that judicial officer, to direct pretrial and trial proceedings that are more stringent than those of the Plan and that are designed to accomplish cost and delay reduction.
- (e) Nothing in this Plan is intended to supersede Local Civil Rules 40.1 and 72.1, or the procedure for random assignment of Habeas Corpus and Social Security cases referred to magistrate judges of the court.

**SPECIAL MANAGEMENT CASE ASSIGNMENTS  
(See §1.02 (e) Management Track Definitions of the  
Civil Justice Expense and Delay Reduction Plan)**

Special Management cases will usually include that class of cases commonly referred to as "complex litigation" as that term has been used in the Manuals for Complex Litigation. The first manual was prepared in 1969 and the Manual for Complex Litigation Second, MCL 2d was prepared in 1985. This term is intended to include cases that present unusual problems and require extraordinary treatment. See §0.1 of the first manual. Cases may require special or intense management by the court due to one or more of the following factors: (1) large number of parties; (2) large number of claims or defenses; (3) complex factual issues; (4) large volume of evidence; (5) problems locating or preserving evidence; (6) extensive discovery; (7) exceptionally long time needed to prepare for disposition; (8) decision needed within an exceptionally short time; and (9) need to decide preliminary issues before final disposition. It may include two or more related cases. Complex litigation typically includes such cases as antitrust cases; cases involving a large number of parties or an unincorporated association of large membership; cases involving requests for injunctive relief affecting the operation of large business entities; patent cases; copyright and trademark cases; common disaster cases such as those arising from aircraft crashes or marine disasters; actions brought by individual stockholders; stockholder's derivative and stockholder's representative actions; class actions or potential class actions; and other civil (and criminal) cases involving unusual multiplicity or complexity of factual issues. See §0.22 of the first Manual for Complex Litigation and Manual for Complex Litigation Second, Chapter 33.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges New York Life Insurance Co. 'Habitually' Violates AARP 'Incontestability' Clauses to Avoid Payouts](#)

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