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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

WILLIAM T. WHITMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

STATE FARM LIFE INSURANCE
COMPANY, an Illinois corporation,

Defendant.

NO.

CLASS ACTION COMPLAINT

JURY DEMAND

CLASS ACTION COMPLAINT

Plaintiff William T. Whitman (“Plaintiff”), individually and on behalf of all others
similarly situated, for his Class Action Complaint against Defendant State Farm Life Insurance
Company (“Defendant” or “State Farm”), states and alleges as follows:

INTRODUCTION

1. This is a class action for breach of contract and conversion to recover amounts
that Defendant charged and collected from Plaintiff and members of a class of life insurance
policy owners in excess of amounts authorized by the express terms of their policies. Plaintiff’s
claims and those of the proposed class are exclusively supported by the explicit provisions of

1 their life insurance policies and are not derived from any alleged conversations had, or documents
2 reviewed, at the time of sale.

3 2. The terms of Plaintiff’s life insurance policy provide for an “Account Value”
4 consisting of monies held in trust by Defendant for Plaintiff. Over the course of several years,
5 Defendant deducted monies from Plaintiff’s Account Value in breach of his policy’s terms.

6 3. Defendant is contractually bound to deduct only those charges explicitly
7 identified and authorized by the terms of its life insurance policies, which are fully integrated
8 agreements. Defendant deducts charges from the Account Values of Plaintiff and the proposed
9 class in excess of amounts specifically permitted by their life insurance policies.

10 4. Defendant has caused material harm to Plaintiff and the proposed class by
11 improperly draining monies they accumulated in the Account Values of their policies. Every
12 unauthorized dollar taken from policy owners is one less dollar on which policy owners earn
13 interest and one less dollar that can be: applied to pay future premiums; used to increase the death
14 benefit; used as collateral for policy loans; or withdrawn as cash.

15 5. Plaintiff brings this case as a class action under Federal Rule of Civil Procedure
16 23, individually and as a representative of the following class of persons (the “Class): All persons
17 who own or owned a universal life policy issued by State Farm on its policy form 94030 in the
18 State of Washington.

19 **PARTIES**

20 6. Plaintiff William T. Whitman is an individual and resident of the State of New
21 Hampshire.

1 7. Defendant State Farm Life Insurance Company is a life insurance company
2 organized and existing under the laws of the State of Illinois, and maintains its principal place of
3 business in Bloomington, Illinois.

4 **JURISDICTION AND VENUE**

5 8. This Court has jurisdiction over all causes of action asserted herein pursuant to
6 28 U.S.C. § 1332(d) because this is a class action with diversity of citizenship between parties
7 and the matter in controversy exceeds \$5,000,000, exclusive of interest and costs, and the
8 proposed Class contains more than 100 members. Plaintiff's claims are meaningfully connected
9 to Washington because he purchased his policy from Defendant in Tacoma, Washington.
10 Plaintiff continuously resided and worked in Washington while making premium payments to
11 Defendant from January 2001 through September 2010. The policy at issue in this case bears a
12 policy form number associated with the state of Washington and the underlying policy form
13 was approved for sale in the state of Washington by its Office of the Insurance Commissioner.
14 Defendant purposefully directed its activities toward Washington and Washington residents
15 and availed itself of the privilege of conducting business in Washington by: registering with
16 the Office of the Insurance Commissioner of the state of Washington in 1930; maintaining the
17 state of Washington's authorization to transact insurance business in the state from the time of
18 its registration through the present; and soliciting Washington residents, including Plaintiff, to
19 purchase insurance policies.

20 9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant
21 is a resident of this District and a substantial portion of the events giving rise to Plaintiff's
22 causes of action occurred in this District in that, in 2001, Plaintiff was a resident of this District,
23 visited Defendant's agent in this District, signed the application for life insurance in this

1 District, made the initial premium payments in this District, and established the contract with
2 Defendant while he was a resident in this District.

3 **FACTUAL BACKGROUND**

4 10. Plaintiff purchased from Defendant a flexible premium adjustable insurance
5 policy bearing the policy number LF-1853-4088, and a policy date of January 16, 2001, with
6 an initial basic amount of \$500,000. A true and accurate copy of Plaintiff's policy (the "Policy")
7 is attached hereto as Exhibit A and incorporated herein by reference.

8 11. Plaintiff has always been both the "owner" and "insured" under the Policy.

9 12. Defendant is the effective and liable insurer of the Policy.

10 13. The Policy is a valid and enforceable contract between Plaintiff and Defendant.

11 14. "The [P]olicy is the entire contract," and it consists of "the Basic Plan, any
12 amendments, endorsements, and riders, and a copy of the application." Ex. A at p. 11.

13 15. The terms of the Policy are not subject to individual negotiation and are
14 materially the same for all policy owners. They cannot be altered by an agent's representations
15 at the time of sale.

16 16. The Policy provides that, "[o]nly an officer has the right to change this policy.
17 No agent has the authority to change the policy or to waive any of its terms. All endorsements,
18 amendments, and riders must be signed by an officer to be valid." Ex. A at p. 11.

19 17. Defendant administered and currently administers all aspects of the Policy, and
20 all policies that fall within the Class definition set forth above (together, the "Policies"),
21 including collecting premiums, and setting, assessing and deducting policy charges.

22 18. In addition to a death benefit, the Policies provide policy owners a savings, or
23 interest-bearing, component that is identified in the Policies as the "Account Value."

1 19. Generally speaking, premium dollars are deposited into the Account Value,
2 from which Defendant deducts those monthly charges authorized by the terms of the Policies.
3 The Account Value earns interest as provided by the Policies.

4 20. The money that makes up the Account Value is the property of the policy owner
5 and is held in trust by Defendant.

6 21. Under the express terms of the Policies, a “premium expense charge” is taken
7 from each premium payment in the amount of 5% of each premium paid. Ex. A at p. 3.

8 22. The Account Value is equal to 95% of the initial premium less the monthly
9 deduction for the first policy month, and thereafter:

10 The account value on any deduction date after the policy date is the account value
11 on the prior deduction date:

- 12 (1) plus 95% of any premiums received since the prior deduction date,
- 13 (2) less the deduction for the cost of insurance for any increase in Basic
14 Amount and the monthly charges for any riders that became effective since
15 the prior deduction date,
- 16 (3) less any withdrawals since the prior deduction date,
- 17 (4) less the current monthly deduction,
- 18 (5) plus any dividend paid and added to the account value on the current
19 deduction date, and
- 20 (6) plus any interest accrued since the prior deduction date.

21 The account value on any other date is the account value on the prior deduction
22 date:

- 23 (1) plus 95% of any premiums received since the prior deduction date,
- (2) less the deduction for the cost of insurance for any increase in Basic
Amount and the monthly charges for any riders that became effective since
the prior deduction date,
- (3) less any withdrawals since the prior deduction date, and
- (4) plus any interest accrued since the prior deduction date.

24 Ex. A at p. 9.

25 23. The “Policy Date” is “[t]he effective date of this Policy,” and the “Deduction
Date” is “[t]he policy date and each monthly anniversary of the policy date.” Ex. A at p. 5.

1 Therefore, the Deduction Date under Plaintiff’s Policy is the 16th of each month. Ex. A. at p.
2 3.

3 24. Defendant may access and withdraw funds from the Account Value only as
4 expressly authorized by the Policies.

5 25. The Policies expressly define the specific charges that Defendant may assess
6 and deduct from a given policy owner’s premium payments and the accumulated Account
7 Value. Defendant may deduct only those charges allowed by the Policies.

8 26. The Policies authorize Defendant to take a “Monthly Deduction” from the
9 policy owner’s Account Value each month. Ex. A at p. 9.

10 27. The Policies expressly define the Monthly Deduction as follows:

11 **Monthly Deduction.** This deduction is made each month, whether or not
12 premiums are paid, as long as the cash surrender value is enough to cover that
monthly deduction. Each deduction includes:

- 13 (1) the cost of insurance,
- (2) the monthly charges for any riders, and
- 14 (3) the monthly expense charge.

15 Ex. A at p. 9.

16 28. The Policies state that the monthly expense charge (“Expense Charge”) is \$5.00.

17 Ex. A at p. 3.

18 29. The Policies also expressly define how the charge for the monthly “Cost of
19 Insurance” (“Cost of Insurance Charge”) is determined and calculated:

20 **Cost of Insurance.** This cost is calculated each month. The cost is determined separately
for the Initial Basic Amount and each increase in Basic Amount.

21 The cost of insurance is the monthly cost of insurance times the difference between (1)
and (2), where:

- 22 (1) is the amount of insurance on the deduction date at the start of the month divided
23 by 1.0032737, and

1 (2) is the account value on the deduction date at the start of the month before the cost
2 of insurance and the monthly charge for any waiver of monthly deduction benefit
3 rider are deducted.

4 Until the account value exceeds the Initial Basic Amount, the account value is part of the
5 Initial Basic Amount. Once the account value exceeds that amount, if there have been any
6 increases in Basic Amount, the excess will be part of the increases in order in which the
7 increases occurred.

8 Ex. A at p. 10.

9 30. The Policies specify the factors Defendant may use to determine “Monthly Cost
10 of Insurance Rates,” which are used to calculate the Cost of Insurance Charge that is deducted
11 from the Account Value each month:

12 **Monthly Cost of Insurance Rates.** These rates for each policy year are based
13 on the Insured’s age on the policy anniversary, sex, and applicable rate class.
14 A rate class will be determined for the Initial Basic Amount and for each
15 increase. The rates shown on page 4 are the maximum monthly cost of
16 insurance rates for the Initial Basic Amount. Maximum monthly cost of
17 insurance rates will be provided for each increase in the Basic Amount. We
18 can charge rates lower than those shown. Such rates can be adjusted for
19 projected changes in mortality but cannot exceed the maximum monthly cost
20 of insurance rates. Such adjustments cannot be made more than once a calendar
21 year.

22 Ex. A at p. 10.

23 31. Defendant admits that a rate “based on” factors explicitly identified in the Policies
must be determined using only those factors identified and no other unidentified factors. *See*
Alleman v. State Farm Life Ins. Co., 334 F. Appx. 470, 472 (3rd Cir. 2009) (affirming summary
judgment in State Farm’s favor and rejecting plaintiff insured’s argument that a provision in the
life insurance policy stating a charge would be “*based on the Insured’s age last birthday and*
sex” should be read to include other undisclosed factors, because “[b]y the plain language of
these policies, it is clear that the insureds’ age and sex are the only mortality factors relevant to
the rate”) (emphasis added).

1 32. Thus, under the explicit terms of the Policies, Defendant is authorized to
2 determine Monthly Cost of Insurance Rates for each policy year using only the Insured's age,
3 sex, applicable rate class, and projected changes in mortality. Ex. A. at p. 10.

4 33. Policy year, age, sex, and rate class are factors commonly used within the life
5 insurance industry to determine the mortality expectations of an insured or group or class of
6 insureds.

7 34. By specifically identifying policy year, age, sex, and rate class as the defining
8 components of the Monthly Cost of Insurance Rate, the parties agreed that mortality expectations
9 determine the Monthly Cost of Insurance Rates under the Policies, as confirmed by the additional
10 provision that “[s]uch rates can be adjusted for projected changes in mortality.” Ex. A at p. 10.

11 35. Given the language of the Monthly Cost of Insurance Rates provision in the
12 Policies, and its context in the Policies as a whole, no reasonable layperson would expect that the
13 Policies permitted Defendant to use any factor it wanted to determine Cost of Insurance Rates
14 for the Policies. A reasonable layperson would instead read policy year, age, sex, and rate class,
15 in combination with the contractual limitation that rates can only be adjusted for “projected
16 changes in mortality,” to mean that only mortality expectations are used to determine Monthly
17 Cost of Insurance Rates for the Policies.

18 36. The Policies authorize Defendant to make periodic deductions from policy
19 owners' Account Values including, specifically, Cost of Insurance Charges that are calculated
20 using rates that Defendant must determine based on specified factors, and that can be adjusted
21 for projected changes in mortality.

1 37. The Policies also disclose a premium expense charge as well as a separate,
2 monthly expense charge within the Monthly Deduction that Defendant set at a fixed amount of
3 \$5.00 per month.

4 38. Although the Policies authorize Defendant to use only certain, specified factors
5 in determining Monthly Cost of Insurance Rates, Defendant uses other factors, not authorized by
6 the Policies, when determining those rates, including, without limitation:

- 7 a. Expense experience;
- 8 b. Persistency;
- 9 c. Taxes;
- 10 d. Profit;
- 11 e. Investment Earnings;
- 12 f. Capital and reserve requirements, and
- 13 g. Other unspecified factors.

14 39. By loading these factors in Monthly Cost of Insurance Rates, Defendant
15 knowingly causes those rates to be higher than what is explicitly authorized by the Policies and,
16 as a result, withdraws Cost of Insurance Charges from policy owner Account Values in amounts
17 greater than what is permitted by the Policies.

18 40. By loading unauthorized factors in Monthly Cost of Insurance Rates, Defendant
19 repeatedly and continuously breaches the Policies and impermissibly inflates those rates.

20 41. As a direct and proximate result of Defendant's breaches, Plaintiff and the Class
21 have been damaged, and those damages are continuing in nature in that Defendant deducted and
22 will continue to deduct unauthorized Cost of Insurance Charges from policy owners' Account
23 Values.

1 42. By loading expense factors in Monthly Cost of Insurance Rates, Defendant
2 repeatedly and continuously breaches the Policies by impermissibly deducting from the Account
3 Values of Plaintiff and the Class amounts in excess of the fixed expense charges expressly
4 authorized by the Policies.

5 43. As a direct and proximate result of Defendant's breaches, Plaintiff and the Class
6 have been damaged and those damages are continuing in nature in that Defendant has deducted
7 and will continue to deduct expenses, including without limitation, maintenance, administrative,
8 and other expenses, from the Account Values of Plaintiff and the Class in amounts not authorized
9 by the Policies.

10 44. The nature of Defendant's conduct is such that Plaintiff and each member of the
11 Class would be unaware that Defendant was engaging in wrongdoing by taking inflated charges
12 and improper amounts from their Account Values. Defendant possesses the actuarial information
13 and equations underlying the computation of rates and charges for the Policies. The Monthly
14 Cost of Insurance Rates used to calculate the monthly Cost of Insurance Charges are not disclosed
15 to policy owners, nor are the components or factors that comprise those rates. Even if they were,
16 Plaintiff and the Class would lack the knowledge, experience, and training to reasonably ascertain
17 how Defendant calculated the rates and charges.

18 45. Defendant was aware that Plaintiff and each member of the Class did not know
19 about the improper deductions because of Defendant's superior knowledge of the aforementioned
20 computations. Defendant sent Plaintiff annual statements that identified each month's Cost of
21 Insurance Charge while affirmatively concealing the factors Defendant used to calculate the Cost
22 of Insurance Rates. Despite reasonable diligence on his part, Plaintiff was kept ignorant by
23

1 Defendant of the factual bases for these claims for relief. Defendant's withholding of material
2 facts concealed these claims and tolled all applicable statutes of limitation.

3 46. Plaintiff reasonably relied to his detriment on Defendant's fraudulent concealment
4 of its misconduct and material omission of the factors actually used to calculate the deductions
5 from his Account Value. As a result of such concealment, Plaintiff did not believe that it was
6 necessary to file a lawsuit. Plaintiff did not discover, and exercising reasonable diligence could
7 not have discovered, the facts establishing Defendant's continuing breaches or the harm caused
8 thereby. Plaintiff did not learn of Defendant's continuing breaches of the Policy supporting his
9 claim until approximately May 2019, when he engaged counsel.

10 47. Defendant is estopped from asserting a statute of limitations defense. Defendant's
11 conduct in failing to disclose the true factors it used—and continues to use— to calculate the
12 Cost of Insurance Rates misled Plaintiff and prevented him from learning the factual bases for
13 these claims for relief. Plaintiff proceeded diligently to file suit once he discovered the need to
14 proceed. Defendant's continuing breach of the Policy is ongoing.

15 **CLASS ALLEGATIONS**

16 48. Plaintiff brings this lawsuit under Fed. R. Civ. P. 23, individually and as a
17 representative of the following Class: All persons who own or owned a universal life policy
18 issued by State Farm on its policy form 94030 in the State of Washington.

19 49. Excluded from the Class is the Defendant, any entity in which the Defendant has
20 a controlling interest, any of the officers, directors, or employees of the Defendant, the legal
21 representatives, heirs, successors, and assigns of the Defendant, anyone employed with
22 Plaintiff's counsel's firms, any Judge to whom this case is assigned, and the Judge's immediate
23

1 family. Excluded from the Class is any policy that explicitly discloses all of the factors
2 Defendant uses to calculate its rates and charges.

3 50. Plaintiff's claims satisfy the numerosity, commonality, typicality, adequacy, and
4 superiority requirements of Federal Rule of Civil Procedure 23(a), and the requirements for class
5 treatment under Rules 23(b)(1), (b)(2), and (b)(3).

6 51. The numerosity requirement is satisfied because there are thousands of Class
7 members who are geographically dispersed, making joinder impracticable, and the disposition
8 of Class member claims in a single action will provide a substantial benefit to all parties and to
9 the Court.

10 52. Class members are ascertainable from information and records in Defendant's
11 possession, custody, or control. Notice of this action can therefore be readily provided to the
12 Class, via first class mail or other appropriate means, using information contained in
13 Defendant's records.

14 53. Plaintiff's claims are typical of the claims of the Class, because the express terms
15 of the Policies purchased from Defendant by Plaintiff and proposed Class members contain
16 identical limitations on the amounts Defendant can charge under the Policies.

17 54. Plaintiff will fairly and adequately represent the Class because he is a member of
18 the Class and his interests are aligned with, and do not conflict with, the interests of those he
19 seeks to represent. The interests of the Class members will be fairly and adequately protected
20 by Plaintiff and his counsel, who have extensive experience prosecuting complex class
21 litigation.

22 55. There are questions of fact and law common to the Class that predominate over
23 any questions affecting only individual members, and a class action is superior to other available

1 methods for the fair and efficient adjudication of the controversy. The questions of law and fact
2 common to the Class arising from Defendant's actions include, without limitation, the
3 following:

- 4 a. Whether Defendant is permitted by the Policies to determine its Monthly Cost of
5 Insurance Rates using factors other than those specified in the Policies;
- 6 b. Whether Defendant added, included, or relied on factors not specified in the
7 Policies when determining the Monthly Cost of Insurance Rates used to calculate
8 Cost of Insurance Charges or deductions for the Policies;
- 9 c. Whether Defendant added, included, or relied on factors unrelated to its mortality
10 expectations in determining Monthly Cost of Insurance Rates that the Policies
11 provide are "based on" specified mortality factors and no other specified factors;
- 12 d. Whether Defendant is permitted by the Policies to charge expense amounts to
13 policy owners in excess of the amounts disclosed in the Policies;
- 14 e. Whether Defendant charged amounts in excess of those specifically authorized by
15 the Policies;
- 16 f. Whether Defendant breached the terms of the Policies;
- 17 g. Whether Defendant converted Class members' property;
- 18 h. Whether Defendant's conduct was an unfair or deceptive trade practice;
- 19 i. Whether Defendant's misconduct affects the public interest;
- 20 j. Whether the Class were injured and sustained damages as a result of Defendant's
21 wrongful conduct;
- 22 k. Whether the Class is entitled to damages, restitution, and/or other relief as a
23 remedy for Defendant's conduct; and

1 1. Whether the Class is entitled to declaratory relief stating the proper construction
2 and/or interpretation of the Policies.

3 56. The questions set forth above predominate over any questions affecting only
4 individual persons, and a class action is superior to all other available means of fair and efficient
5 adjudication of the claims of Plaintiff and Class members. The injury suffered by each individual
6 Class member is relatively small in comparison to the burden and expense of individual
7 prosecution of these claims. Even if Class members could afford to pursue individual litigation,
8 the court system could not. Individualized litigation would risk inconsistent or contradictory
9 judgments while increasing the delay and expense to all parties, and to the judicial system, from
10 the complex legal and factual issues presented here. By contrast, the class action device presents
11 far fewer management difficulties, and provides the benefits of single adjudication, an economy
12 of scale, and comprehensive supervision by a single court.

13 57. Defendant has acted or refused to act on grounds generally applicable to Plaintiff
14 and Class members, making final injunctive relief and declaratory relief appropriate with respect
15 to the Class as a whole.

16 **COUNT I: BREACH OF CONTRACT**
17 **(Cost of Insurance Charge)**

18 58. The preceding paragraphs are incorporated by reference as if fully alleged herein.

19 59. Plaintiff and the Class purchased life insurance policies—defined herein as the
20 Policies—from Defendant.

21 60. The Policies are valid and enforceable contracts between the Defendant and
22 Plaintiff and Class members.

23 61. Plaintiff and the Class members substantially performed their obligations under
the terms of the Policies.

1 62. By determining Monthly Cost of Insurance Rates inconsistent with the terms of
2 the Policies and loading unauthorized factors in Monthly Cost of Insurance Rates, Defendant
3 impermissibly caused and continues to cause those rates to be higher than what is explicitly
4 authorized by the Policies.

5 63. Because Defendant calculates Cost of Insurance Charges inconsistent with the
6 terms of the Policies, including using Monthly Cost of Insurance Rates that are higher than those
7 authorized by the Policies, Defendant deducted Cost of Insurance Charges from the Account
8 Values of Plaintiff and the Class in amounts greater than those authorized by their policies.

9 64. Defendant's practice of deducting charges in amounts not authorized by the
10 Policies constitutes a breach of the Policies.

11 65. As a direct and proximate result of Defendant's ongoing and continuing breach,
12 Plaintiff and the Class have sustained damages that are continuing in nature in an amount to be
13 determined at trial.

14 **COUNT II: BREACH OF CONTRACT**
15 **(Expense Charge)**

16 66. The preceding paragraphs are incorporated by reference as if fully alleged herein.

17 67. By loading Monthly Cost of Insurance Rates with undisclosed and unauthorized
18 expenses, Defendant impermissibly deducts expenses from the Account Values of Plaintiff and
19 the Class in amounts in excess of the fixed expense charges expressly authorized by the Policies.

20 68. By deducting unauthorized expense charges from the Account Values of Plaintiff
21 and the Class, Defendant has breached the Policies.

22 69. As direct and proximate result of Defendant's ongoing and continuing breach,
23 Plaintiff and the Class have sustained damages that are continuing in nature in an amount to be
determined at trial.

COUNT III: CONVERSION

1
2 70. The preceding paragraphs are incorporated by reference as if fully alleged herein.

3 71. Plaintiff and the Class had a property interest in the funds Defendant deducted
4 from their Account Values in excess of the amounts permitted by the terms of the Policies.

5 72. Defendant intentionally and substantially interfered with that property interest. By
6 deducting Cost of Insurance Charges and expense charges in unauthorized amounts from the
7 Account Values of Plaintiff and the Class, Defendant assumed and exercised ownership over,
8 and misappropriated or misapplied, specific funds placed in the custody of Defendant for the
9 benefit of Plaintiff and the Class members, without authorization or consent and in hostility to
10 the rights of Plaintiff and Class members.

11 73. Defendant continues to retain these funds unlawfully. At no time did Plaintiff or
12 any Class member consent to such wrongful retention of funds by Defendant.

13 74. Defendant's wrongful exercise of control over the personal property of Plaintiff
14 and Class members constitutes conversion.

15 75. As a direct and proximate result of Defendant's conduct, Plaintiff and the Class
16 have been damaged, and these damages are continuing in nature.

17 76. Although requiring expert testimony, the amounts of unauthorized Cost of
18 Insurance Charges and expense charges Defendant took from Plaintiff and the Class are capable
19 of determination, to an identified sum, by comparing Plaintiff's actual Cost of Insurance Charge
20 each month to a Cost of Insurance Charge computed using a Monthly Cost of Insurance Rate
21 determined using only the mortality factors provided for in the Policy.

22 77. Defendant intended to cause damage to the Plaintiff and the Class by deducting
23 more from their Account Values than was authorized by the Policies.

1 78. By reason of the foregoing, Plaintiff and Class members are entitled to recover
2 from Defendant all damages and costs permitted by law, including all amounts Defendant
3 wrongfully converted.

4 **COUNT IV: VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**

5 79. The preceding paragraphs are incorporated by reference as if fully alleged
6 herein.

7 80. Defendant engaged in unfair and deceptive acts or practices by deducting
8 unauthorized expense charges from the Account Values of Plaintiff and Class Members.
9 Defendant further engaged in unfair or deceptive acts or practices by materially failing to
10 disclose and concealing from Plaintiff and Class Members the factors used to calculate
11 Monthly Cost of Insurance Rates and the basis for the amounts deducted from their Account
12 Values as Cost of Insurance Charges. Defendant alone, and not Plaintiff and Class Members,
13 possesses the actuarial information and equations underlying the computation of rates and
14 charges for the Policies, such that Plaintiff and Class Members were unaware of Defendants
15 unfair and deceptive acts and practices.

16 81. Defendant provides life insurance in Washington. Defendant's unfair and
17 deceptive acts or practices therefore occurred in trade or commerce as part of its business
18 operations.

19 82. Defendant's unfair and deceptive acts and practices impact the public interest.
20 Washington regulates the insurance industry and deems misconduct by licensed insurers to
21 affect the public interest. Moreover, Defendant's conduct applies uniformly to individuals
22 obtaining life insurance policies from Defendant and if action is not taken, Defendant will
23 continue to commit such wrongful acts against present and future insureds.

1 83. Plaintiff and Class Members have been injured by Defendant's unfair and
2 deceptive acts or practices. Plaintiff and Class Members have a property interest in their
3 Account Values and the funds wrongfully deducted by Defendant. Defendant's wrongful
4 conduct injured that property by reducing its value and depriving Plaintiff and Class Members
5 of interest payments that would otherwise have accrued. This injury was caused by Defendant's
6 deductions of Cost of Insurance Charges and expense charges in unauthorized amounts and
7 material omissions regarding the calculation of these deductions.

8 84. Plaintiff and Class Members are entitled to recover from Defendant their actual
9 damages, treble damages, costs, and attorneys' fees.

10 **COUNT V: DECLARATORY AND INJUNCTIVE RELIEF**

11 85. The preceding paragraphs are incorporated by reference as if fully alleged herein.

12 86. An actual controversy has arisen and now exists between Plaintiff and the Class,
13 on the one hand, and Defendant, on the other, concerning the respective rights and duties of the
14 parties under the Policies.

15 87. Plaintiff contends that Defendant breached and continues to breach the Policies in
16 the following respects:

- 17 a. By using unauthorized and undisclosed factors to compute the Monthly Cost of
18 Insurance Rates under the Policies, Defendant impermissibly increased Monthly
19 Cost of Insurance Rates for the Policies and, as a result, withdraws Cost of
20 Insurance Charges from the Account Values of Plaintiff and the Class in amounts
21 greater than those authorized by the Policies; and
22 b. By inflating Monthly Cost of Insurance Rates under the Policies with expense
23 factors, including without limitation, maintenance, administrative, and other

1 expense factors, that are not disclosed as being used to determine those rates,
2 Defendant impermissibly deducted expense charges from the Account Values of
3 Plaintiff and the Class in amounts in excess of the fixed expense charges expressly
4 authorized by the Policies.

5 88. Plaintiff therefore seeks a declaration of the parties' respective rights and duties
6 under the Policies and requests the Court to declare the aforementioned conduct of Defendant as
7 unlawful and in material breach of the Policies so that future controversies may be avoided.

8 89. Pursuant to a declaration of the parties' respective rights and duties under the
9 Policies, Plaintiff further seeks an injunction: (1) temporarily, preliminarily, and permanently
10 enjoining Defendant from continuing to engage in conduct in breach of the Policies, and from
11 continuing to collect unlawfully inflated charges in violation of the Policies; and (2) ordering
12 Defendant to comply with terms of the Policies in regards to its assessment of charges against
13 Plaintiff and Class members' Account Values.

14 **PRAYER FOR RELIEF**

15 90. WHEREFORE, Plaintiff, individually and on behalf of all others similarly
16 situated, requests relief as follows:

- 17 (a) That the Court enter an order certifying the class, appointing Plaintiff as a
18 representative of the Class, appointing Plaintiff's counsel as Class counsel; and
19 directing that reasonable notice of this action, as provided by Federal Rule of Civil
20 Procedure 23(c)(2), be given to the Class;
- 21 (b) For a judgment against Defendant for the causes of action alleged against it;
- 22 (c) For compensatory damages in an amount to be proven at trial;
- 23 (d) For punitive and exemplary damages;

- 1 (e) For a declaration that Defendant's conduct as alleged herein is unlawful and in
2 material breach of the Policies;
- 3 (f) For appropriate injunctive relief, enjoining Defendant from continuing to engage
4 in conduct related to the breach of the Policies;
- 5 (g) For pre-judgment and post-judgment interest at the maximum rate permitted by
6 law;
- 7 (h) For Plaintiff's costs incurred; and
- 8 (i) For such other relief in law or equity as the Court deems just and proper.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a trial by jury of all claims so triable.

11 DATED this 30th day of October, 2019.

12 TOUSLEY BRAIN STEPHENS PLLC

13 By: s/Kim D. Stephens

Kim D. Stephens, P.S. WSBA #11984

14 By: s/Rebecca L. Solomon

15 Rebecca L. Solomon, WSBA #51520

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STATE FARM LIFE INSURANCE COMPANY

HOME OFFICE: ONE STATE FARM PLAZA, BLOOMINGTON, ILLINOIS 61710-0001



INSURED WILLIAM T WHITMAN
(Male)
AGE 20

POLICY NUMBER LF-1853-4088

POLICY DATE January 16, 2001

INITIAL BASIC AMOUNT \$500,000

This policy is based on the application and the payment of premiums, as specified in the policy, while the Insured lives. State Farm Life Insurance Company will pay the proceeds to the beneficiary when due proof of the Insured's death is received.

30-Day Right to Examine the Policy. This policy may be returned within 30 days of its receipt for a refund of all premiums paid. Return may be made to State Farm Life Insurance Company or one of its agents. If returned, this policy will be void from the policy date.

Read this policy with care. This is a legal contract between the Owner and State Farm Life Insurance Company.

Secretary

President

Registrar

BASIC PLAN DESCRIPTION

Flexible premium adjustable life insurance. A death benefit is payable when the Insured dies. Flexible premiums are payable while the Insured is alive. The basic plan is eligible for annual dividends.

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The Application and any Riders and Endorsements follow page 12.

P O L I C Y I D E N T I F I C A T I O N

Insured	WILLIAM T WHITMAN (Male)	Age	20
Policy Number	LF-1853-4088	Initial Basic Amount	\$500,000
Policy Date	January 16, 2001		
Issue Date	January 22, 2001		

S C H E D U L E O F B E N E F I T S

Universal Life Basic Plan:

Death Benefit Option 1 (Basic Amount includes the Account Value)
 Basic Amount (Standard Rate Class-Male Non-Tobacco): \$500,000

S C H E D U L E O F P R E M I U M S

The Initial Premium is \$151.00.
 Planned premiums are included in the schedule shown below. The payment period for the planned premiums is 1 month starting on February 16, 2001.
 A premium expense charge of 5% is deducted from each premium paid.

Beginning:	Total Premiums For Policy Year
January 16, 2001	\$2,076.00
January 16, 2002	2,100.00

M O N T H L Y D E D U C T I O N S

The deduction date is the 16th of each month.

Maximum monthly cost of insurance rates are shown on page 4. The cost of insurance is deductible while the policy is in force.
 The monthly expense charge is \$5.00.

NOTE: Insurance may terminate if premiums paid are not sufficient to continue the insurance.

SCHEDULE OF SURRENDER CHARGES

Beginning			Beginning		
Policy Year	Policy Month	Surrender Charge	Policy Year	Policy Month	Surrender Charge
1	1	\$55.00	1	12	\$660.00
1	2	110.00	2	1	660.00
1	3	165.00	3	1	660.00
1	4	220.00	4	1	577.50
1	5	275.00	5	1	495.00
1	6	330.00	6	1	412.50
1	7	385.00	7	1	330.00
1	8	440.00	8	1	247.50
1	9	495.00	9	1	165.00
1	10	550.00	10	1	82.50
1	11	605.00	11	1	0.00

COST OF INSURANCE RATES AND MONTHLY CHARGES

Maximum Monthly Cost of Insurance Rates
Per \$1000

(Standard Rate Class-Male Non-Tobacco)

Age	Rate	Age	Rate	Age	Rate	Age	Rate
20	.1585	40	.2629	60	1.4109	80	9.0119
21	.1585	41	.2854	61	1.5430	81	9.8582
22	.1568	42	.3097	62	1.6923	82	10.8223
23	.1535	43	.3365	63	1.8597	83	11.9024
24	.1501	44	.3649	64	2.0454	84	13.0775
25	.1460	45	.3950	65	2.2459	85	14.3247
26	.1434	46	.4277	66	2.4605	86	15.6263
27	.1426	47	.4620	67	2.6886	87	16.9762
28	.1418	48	.4989	68	2.9344	88	18.3754
29	.1434	49	.5399	69	3.2068	89	19.8343
30	.1460	50	.5852	70	3.5147	90	21.3788
31	.1501	51	.6381	71	3.8670	91	23.0518
32	.1560	52	.6968	72	4.2723	92	24.9371
33	.1626	53	.7640	73	4.7329	93	27.2442
34	.1710	54	.8380	74	5.2401	94	30.4453
35	.1810	55	.9180	75	5.7847	95	35.4922
36	.1935	56	1.0030	76	6.3595	96	44.5151
37	.2077	57	1.0932	77	6.9577	97	62.8314
38	.2236	58	1.1894	78	7.5852	98	73.0824
39	.2420	59	1.2942	79	8.2619	99	83.3333
						& over	

DEFINITIONS

We, us, and our refer to State Farm Life Insurance Company.

You and your refer to the Owner.

Application. Includes any life insurance application, any application for change in the policy, medical history, questionnaire, and other documents from you or any other person proposed for insurance which are made a part of this policy.

Basic Amount. The Initial Basic Amount plus any increases less any decreases.

Basic Amount Minimum. On or after the policy anniversary when the Insured is age 55, the Basic Amount cannot be less than \$25,000. Otherwise, the Basic Amount cannot be less than \$50,000.

Benefit Period Ends. The coverage for the benefit extends to, but does not include, the policy anniversary in the year shown on page 3 under this heading.

Deduction Date. The policy date and each monthly anniversary of the policy date.

Dollars. Any money we pay, or which is paid to us, must be in United States dollars.

Effective Date. Coverage starts on this date.

Initial Basic Amount. The amount of coverage on the Insured provided by the Basic Plan on the policy date.

Insurance Amount. The amount of coverage on the effective date of each rider shown on page 3.

Monthly Charge Deductible. A monthly charge for any rider is deducted as part of the monthly deduction until the policy anniversary in the year shown on page 3.

Officer. The president, a vice president, the secretary, or an assistant secretary of State Farm Life Insurance Company.

Payee. On the Insured's death, the beneficiaries shown in the application, unless changed. If you cash surrender this policy, the persons that you have named. A payee can be other than a natural person only if we agree.

Planned Premium. The premium amount that you have chosen. This amount is shown on page 3 for the payment period that you have chosen.

Policy Date. The effective date of this policy.

Policy Month, Year, or Anniversary. A policy month, year, or anniversary is measured from the policy date.

Proceeds. The amounts payable on the death of the Insured.

Rate Class. The underwriting class of the person insured. A rate class will be determined for the Initial Basic Amount and each increase in the Basic Amount.

Request. A written request signed by the person making the request. Such request must be sent to and be in a form acceptable to us.

Rider. Any benefit, other than the Basic Plan, made a part of this policy.

OWNERSHIP PROVISIONS

Owner. The Owner is as named in the application, unless changed. You may exercise any policy provision only by request and while the Insured is alive.

Change of Owner. You may change the ownership of this policy by sending us a request while

the Insured is alive. We have the right to request this policy to make the change on it. The change will take effect the date you sign the request, but the change will not affect any action we have taken before we receive the request. A change of owner does not change the beneficiary designation.

DEATH BENEFIT AND DEATH BENEFIT OPTIONS PROVISIONS

Death Benefit. The amount of death benefit is an amount of insurance based on the death benefit option plus any insurance amounts payable under any riders on the Insured and the part of the cost of insurance for the part of the policy month beyond the Insured's death less any loan, accrued loan interest, and, if the Insured dies during the grace period, the monthly deductions from the start of the grace period.

Death Benefit Options. There are two death benefit options. If you do not choose an option, we will use option 2. The account value on the date of death is used in determining the amount of insurance.

Option 1. The amount of insurance will be the greater of (1) the Basic Amount plus 95% of any premium received since the last deduction date plus interest earned on that amount of premium or (2) a percentage of the account value. Such percentage is based on the Insured's age at the start of the current policy year.

Option 2. The amount of insurance will be the greater of (1) the Basic Amount plus the account value or (2) a percentage of the account value. Such percentage is based on the Insured's age at the start of the current policy year.

Percentage of Account Value Table			
Age	Percentage	Age	Percentage
0-40	250%	61	128%
41	243%	62	126%
42	236%	63	124%
43	229%	64	122%
44	222%	65	120%
45	215%	66	119%
46	209%	67	118%
47	203%	68	117%
48	197%	69	116%
49	191%	70	115%
50	185%	71	113%
51	178%	72	111%
52	171%	73	109%
53	164%	74	107%
54	157%	75-90	105%
55	150%	91	104%
56	146%	92	103%
57	142%	93	102%
58	138%	94	101%
59	134%	95 & up	100%
60	130%		

Change in Basic Amount. You may request a change in the Basic Amount once each policy

year. The minimum amount of change is \$25,000 for an increase and \$10,000 for a decrease. For any change in Basic Amount, we will send you a revised page 3 to be placed with this policy.

If you request an increase, an application must be completed, evidence of insurability satisfactory to us must be furnished, and there must be enough cash surrender value to make a monthly deduction which includes the cost of insurance for the increase. No increases will be allowed after the policy anniversary when the Insured is age 80. The revised page 3 will show the amount of the increase and its effective date.

If you request a decrease, the Basic Amount remaining after the decrease cannot be less than the Basic Amount Minimum. We reserve the right to not accept a request for a decrease in the Basic Amount if such decrease could result in this policy being disqualified as a life insurance contract under any section of the United States Internal Revenue Code, as amended from time to time. Any decrease will first be used to reduce the most recent increase. Then, the next most recent increases will be reduced. Finally, the Initial Basic Amount will be reduced. The revised page 3 will show the amount of decrease and its effective date. The decrease will take effect on the date we receive the request.

Change of Death Benefit Option. You may request a change of death benefit option once each policy year. For a change in death benefit option, we will send you a revised page 3 to be placed with this policy. The revised page will show the effective date of the change.

If the change is to option 1, the Basic Amount will be increased by the account value on the effective date of the increase. We reserve the right to not accept a request for a change to option 1 if such change could result in this policy being disqualified as a life insurance contract under any section of the United States Internal Revenue Code, as amended from time to time.

If the change is to option 2, the Basic Amount will be decreased by the account value on the effective date of the decrease.

PAYMENT OF BENEFITS PROVISIONS

Beneficiary Designation. This is as shown in the application, unless you have made a change. It includes the name of the beneficiary and the order and method of payment. If you name "estate" as a beneficiary, it means the executors or administrators of the last survivor of you and all beneficiaries. If you name "children" of a person as a beneficiary, only children born to or legally adopted by that person will be included.

We may rely on an affidavit as to the ages, names, and other facts about all beneficiaries. We will incur no liability if we act on such affidavit.

Change of Beneficiary Designation. You may make a change while the Insured is alive by sending us a request. The change will take effect the date the request is signed, but the change will not affect any action we have taken before we receive the request. We have the right to request your policy to make the change on it.

Order of Payment on the Insured's Death. When the Insured dies, we will make payment in equal shares to the primary beneficiaries living when payment is made. If a primary dies after the first payment is made, we will pay that primary's unpaid share in equal shares to the other primaries living when payment is made. If the last primary dies, we will make payment in equal shares to the successor beneficiaries living when payment is made. If a successor dies while receiving payments, we will pay that successor's unpaid share in equal shares to the other successors living when payment is made. If, at any time, no primary or successor is alive, we will make a one sum payment in equal shares to the final beneficiaries. If, at any time, no beneficiary is living, we will make a one sum payment to you, if living when payment is made. Otherwise, we will make a one sum payment to the estate of the last survivor of you and all beneficiaries. "When payment is made" means (1) the date that a periodic payment is due or (2) the date that a request is signed for a cash withdrawal or a one sum payment. You may change this order of payment by sending us a request while the In-

sured is alive.

Methods of Payment. We will pay the proceeds under the Interest method unless you choose another method. If the payee is other than a natural person, we will make payment under the One Sum method.

All payment intervals are measured from the date the policy is surrendered or from the date the Insured dies. No part of any payment can be assigned before the payment is made.

After the Insured's death, anyone who has the right to make a withdrawal may change the method of payment and may name a successor to their interest. The successor payee may be their estate.

Method 1 (Interest Method). We will pay interest at the end of each monthly interval. The interest rate will be at least 3½% a year. If chosen, we will pay interest at the end of 3, 6, or 12 month intervals. Withdrawals may be made at any time, but any withdrawal must be at least \$500. We will pay interest to the date of withdrawal on the amount withdrawn.

Method 2 (Fixed Years Method). We will make equal payments at the end of each monthly interval for a fixed number of years. These payments include interest. The guaranteed interest rate is 3½% a year. The present value of any unpaid payments may be withdrawn at any time.

FIXED YEARS TABLE
 Monthly payments that \$1000 will provide for the number of years chosen. Payments for years not shown will be given, if requested.

Years	Payments	Years	Payments
1	\$84.90	8	\$11.93
2	43.18	9	10.78
3	29.28	10	9.86
4	22.33	15	7.12
5	18.17	20	5.77
6	15.39	25	4.98
7	13.41	30	4.46

PAYMENT OF BENEFITS PROVISIONS (CONTINUED)

Method 3 (Life Income Method). We will make equal payments at the end of each monthly interval as long as the payee is alive. We base the amount of each payment on the payee's age and sex at the start of the first monthly interval. We may require proof of the payee's age and sex. The payee may not withdraw the present value of the payments. If the payee dies during a certain period, we will continue the payments to the end of the certain period; or the successor payee may have the present value of any remaining payments paid in one sum.

LIFE INCOME TABLE

Monthly payments for life that \$1000 will provide. Payments for ages not shown will be given, if requested.

Age Last Birthday	Life		Life with 10 Years Certain	
	Male	Female	Male	Female
50	\$4.50	\$4.15	\$4.46	\$4.13
55	4.91	4.48	4.84	4.45
60	5.47	4.92	5.34	4.86
65	6.25	5.53	5.98	5.41
70	7.34	6.38	6.76	6.12
75	8.85	7.64	7.62	7.01

Method 4(Fixed Amount Method). We will make equal payments at the end of 1, 3, 6, or 12 month intervals. We will continue payments until the amount put under this method together with compound interest has been paid. The interest rate will be at least 3½% a year. The payment interval chosen must provide a total annual payment of at least \$100 for each \$1000 put under this method. The unpaid balance may be withdrawn at any time.

Method 5 (Joint Life Income Method). We will make equal payments at the end of each monthly interval as long as at least one of the two payees is alive. We will base each payment on the age and sex of both payees at the start of the first monthly interval. We may require proof of the age and sex of each payee. The payees may not

withdraw the present value of any payments.

JOINT LIFE INCOME TABLE

Monthly payments that \$1000 will provide as long as at least one of the two payees is alive. Payments for age combinations not shown will be given, if requested.

Age Last Birthday	Female			
	60	65	70	75
60	\$4.45	\$4.69	\$4.91	\$5.10
65	4.60	4.92	5.24	5.55
70	4.71	5.11	5.56	6.02
75	4.79	5.26	5.83	6.47

Method 6 (One Sum Method). We will pay the cash surrender value or the proceeds in one sum. Interest at a rate not less than the rate required by law will be paid from the date of the Insured's date of death to the date of payment.

Method 7 (Other Method). Payment by any other method may be made if we agree.

Minimum Payment. If any payment, except the last, under a method of payment would be less than \$100 per payee, we will pay the present value of any unpaid payments in one sum.

Basis of Computation for Payments. The monthly payments shown for methods 3 and 5 are guaranteed payments based on an interest rate of 3½% a year and the 1983 Table a, projected 10 years using Projection Scale G.

Any present values will be based on the interest rate used in determining the payments for the method.

Additional Amounts Payable. Each year we may apportion and pay dividends or additional interest under any method of payment.

PREMIUM PROVISIONS

Payment of Premiums. You may pay premiums at our Home Office, a regional office, or to one of our agents. We will give you a receipt signed by one of our officers, if you request one.

The initial premium is shown on page 3 and is due on the policy date. All other premiums may be paid in any amount and at any time if:

- (1) the amount is at least \$25 and
- (2) in a policy year, the total premiums, excluding the initial premium, do not exceed without our consent, the total Planned Premiums for a policy year.

Premium Limitations. We reserve the right to refund any premium paid if such premium amount would result in this policy being disqualified as a life insurance contract under any section of the United States Internal Revenue Code, as amended from time to time. No expense charge will be deducted from the refunded premium.

Grace Period. If, on any deduction date, the

cash surrender value is not enough to cover the monthly deduction, the policy will stay in force until the end of the grace period. The grace period is 61 days and starts on that deduction date. We will mail a notice at least 31 days prior to the end of the grace period to you and to any assignee of record. A premium large enough to cover the monthly deductions for the grace period and any increase in the surrender charges must be paid before the end of the grace period; otherwise, this policy will lapse and terminate without value.

Reinstatement. If the policy is terminated at the end of the grace period, you may apply to reinstate it within 5 years after lapse. You must give us proof of the Insured's insurability that is satisfactory to us. You must pay premiums (1) to keep the policy in force for 2 months and (2) to pay the monthly deductions for the grace period. Reinstatement will take effect on the date we approve the application for reinstatement.

GUARANTEED VALUES PROVISIONS

Account Value. The account value on the policy date is 95% of the initial premium less the monthly deduction for the first policy month.

The account value on any deduction date after the policy date is the account value on the prior deduction date:

- (1) plus 95% of any premiums received since the prior deduction date,
- (2) less the deduction for the cost of insurance for any increase in Basic Amount and the monthly charges for any riders that became effective since the prior deduction date,
- (3) less any withdrawals since the prior deduction date,
- (4) less the current monthly deduction,
- (5) plus any dividend paid and added to the account value on the current deduction date, and
- (6) plus any interest accrued since the prior deduction date.

The account value on any other date is the account value on the prior deduction date:

- (1) plus 95% of any premiums received since the prior deduction date,
- (2) less the deduction for the cost of insurance for any increase in Basic Amount and the monthly charges for any riders that became effective since the prior deduction date,
- (3) less any withdrawals since the prior deduction date, and
- (4) plus any interest accrued since the prior deduction date.

Monthly Deduction. This deduction is made each month, whether or not premiums are paid, as long as the cash surrender value is enough to cover that monthly deduction. Each deduction includes:

- (1) the cost of insurance,
- (2) the monthly charges for any riders, and
- (3) the monthly expense charge.

GUARANTEED VALUES PROVISIONS (CONTINUED)

Cost of Insurance. This cost is calculated each month. The cost is determined separately for the Initial Basic Amount and each increase in Basic Amount.

The cost of insurance is the monthly cost of insurance rate times the difference between (1) and (2), where:

- (1) is the amount of insurance on the deduction date at the start of the month divided by 1.0032737, and
- (2) is the account value on the deduction date at the start of the month before the cost of insurance and the monthly charge for any waiver of monthly deduction benefit rider are deducted.

Until the account value exceeds the Initial Basic Amount, the account value is part of the Initial Basic Amount. Once the account value exceeds that amount, if there have been any increases in Basic Amount, the excess will be part of the increases in order in which the increases occurred.

Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured's age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum monthly cost of insurance rates will be provided for each increase in the Basic Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.

Interest. An interest rate of at least 4% a year will be applied to the account value. The rate applied to the amount of account value up to the amount of any loan may differ from the rate applied to the account value in excess of the amount of any loan. We will determine these rates at least once a year.

Cash Surrender Value. You may request sur-

render of this policy at any time. This policy will terminate on the date we receive the request or later date if you so request it. We will pay you the cash surrender value as of the date coverage ceases plus the monthly deduction for the part of the policy month beyond that date. We will pay you in one sum unless you choose another method of payment. The cash surrender value of this policy is its account value less any surrender charge and any loan and accrued loan interest. The cash surrender value will not be less than zero. If this policy is surrendered within 31 days after a policy anniversary, the cash surrender value will not decrease within that period except for any loans or withdrawals. We may defer paying you the cash surrender value for up to 6 months after receiving your request.

Surrender Charge. The schedule of surrender charges is shown on page 4. For each increase in Basic Amount, additional surrender charges will apply. The revised page 4 will show a revised schedule of surrender charges which includes those additional charges.

Upon reinstatement, the surrender charges will be adjusted for any surrender charge deducted at the time of lapse. The revised page 4 will show a schedule of the adjusted surrender charges.

Withdrawals. You may request to withdraw part of the account value while this policy is in force. No more than 4 withdrawals can be made in any policy year. Any withdrawal must be at least \$500 and must be less than the cash surrender value. We may defer paying you a withdrawal for up to 6 months unless the withdrawal is to pay premiums on other policies with us.

If death benefit option 1 is in effect, then the Basic Amount will be reduced by the withdrawal, effective with the date of the withdrawal. The reduction will be made as if a decrease in the Basic Amount had been requested.

GUARANTEED VALUES PROVISIONS (CONTINUED)

Basis of Computation. The guaranteed values in this policy are at least as large as those required by law in the state where it is delivered. The insurance authority there has a statement of how these values are determined.

The guaranteed values and maximum cost of insurance rates are based on the Insured's age last birthday and sex. The interest rate is 4% a year. The Commissioners 1980 Standard Ordinary Mortality Table is used. Modifications are made for rate classes other than standard.

POLICY LOAN PROVISIONS

Loan. You may borrow against this policy. This policy is the sole security for such loan. We may defer a loan for up to 6 months after receiving your request unless the loan will be used to pay premiums on other policies with us.

You may borrow the loan value less any existing loan and accrued interest and monthly deductions for the next 2 months. If your unpaid loan plus accrued interest exceeds the loan value on the monthly deduction date, the Grace Period provision will apply.

Loan Value. The loan value is the account value of this policy less the surrender charge.

Loan Interest. Interest accrues and is payable each day at a rate of 8% a year. Any interest not paid is added to the loan on each policy anniversary.

Loan Repayment. You may repay all or part of a loan at any time before the Insured dies or the policy is surrendered or terminated.

GENERAL PROVISIONS

The Contract. The policy contains the Basic Plan, any amendments, endorsements, and riders, and a copy of the application. A copy of any application for a change to this policy will be sent to you to be placed with the policy. Such applications become part of this policy. The policy is the entire contract. We have relied on the statements in the application in issuing this policy. We reserve the right to investigate the truth and completeness of those statements. In the absence of fraud, they are representations and not warranties. Only statements in the application will be used to rescind this policy or deny a claim.

Only an officer has the right to change this policy. No agent has the authority to change the policy or to waive any of its terms. All endorsements,

amendments, and riders must be signed by an officer to be valid.

Annual Report. Each year, we will send you a report. This report will show:

- (1) the account value, the cash surrender value, any loan and accrued loan interest, and the amount of the death benefit as of the date of the report and
- (2) any premiums paid, any deductions made, and any withdrawals made since the last report.

Projection of Benefits and Values. You may request a projection of death benefits, account values, and cash surrender values. We may charge a reasonable fee for providing this projection.

GENERAL PROVISIONS (CONTINUED)

Annual Dividends. We do not expect to pay dividends on this policy; however, we may apportion and pay dividends each year. Any such dividends will be paid only at the end of the policy year. There is no right to a partial or pro-rated dividend prior to the end of the policy year.

Dividend Options. You may choose to have your dividend used under one of these options:

1. **Cash.** We will pay it to you in cash.
2. **Addition to Account Value.** We will add it to the account value at the end of the policy year.

If you do not choose an option or the option you choose is not available, we will use option 2. You may request to change the option. The change will apply only to dividends paid after we receive the request.

Assignment. You may assign this policy or any interest in it. We will recognize an assignment only if it is in writing and filed with us. We are not responsible for the validity or effect of any assignment. An assignment may limit the interest of any beneficiary.

Error in Age or Sex. If the Insured's date of birth or sex is not as stated in the application, we will adjust each benefit on the Insured to the benefit payable had the Insured's age and sex been stated correctly. Such adjustment will be based on the ratio of the correct monthly deduction for the most recent deduction date for that benefit to the monthly deduction that was made. For the Basic Plan, the adjustment is made to the amount of insurance less the account value.

Incontestability. We will not contest the Basic Plan after it has been in force during the Insured's lifetime for 2 years from the issue date of the policy. We will not contest any increase in Basic Amount or reinstatement after it has been in force during the lifetime of the Insured for 2 years from the effective date of the increase in Basic Amount or reinstatement. We will not contest an increase due to a change to Death Benefit Option 1. Any contest of any increase in Basic Amount or reinstatement will be limited to material statements contained in the application for such increase or reinstatement.

Each rider has its own incontestability provision.

Limited Death Benefit. If the Insured dies by suicide while sane or by self-destruction while insane within 2 years from the issue date of the policy, the Basic Amount will not be paid. The proceeds in this case will be limited to the premiums paid on the Basic Plan less any loan, accrued loan interest, any withdrawals from the account value, and any dividends paid on the Basic Plan.

Any increase in Basic Amount will not be paid if the Insured's death results from suicide while sane or self-destruction while insane within 2 years from the effective date of such increase. The proceeds of the increase will be limited to the monthly deductions for the increase. This does not apply to an increase due to a change to Death Benefit Option 1.

Each rider has its own limited death benefit provision.

JAN. 16. 2001



STATE FARM INSURANCE COMPANIES
HOME OFFICES: BLOOMINGTON, ILLINOIS 61710-0001

STATE FARM LIFE INSURANCE COMPANY
 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY - HEALTH INSURANCE DEPARTMENT

27
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MEDICAL EXAMINER'S REPORT-ADULT (PARAMEDICAL)

MEDICAL HISTORY portion of LIFE and/or HEALTH INSURANCE APPLICATION File No.(s) _____

1. a. Name of Proposed Insured William T. Whitman REDACTED

2. a. Name and Address of Personal Physician or Clinic (If none, so state.)
Dr. Macal McNaughton 3733 S. Thompson Ave. Tacoma

b. Date and Reason Last Seen and Treatment Given? (List medications prescribed, indicating those still being administered.)
Sept. 199 - Routine check-up. WNL. 9840

- 3. Have you, in the last 10 years, had or been treated for:
 - a. Disorder of eyes, ears, nose, or throat?
 - b. Dizziness, fainting, epilepsy, convulsions; frequent or severe headaches; paralysis or stroke; or mental or nervous disorder?
 - c. Shortness of breath, allergy, asthma, emphysema, pneumonia or other respiratory disorder?
 - d. Chest pain, high blood pressure, heart murmur, heart attack, or other disorder of the heart?
 - e. Ulcer, hernia, chronic diarrhea, or colitis; or disorder of the stomach, intestines, liver, or gallbladder?
 - f. Varicose veins, hemorrhoids, or rectal disorder?
 - g. Sugar, albumin, blood or pus in the urine; stones or other disorder of the kidneys, or bladder?
 - h. Diabetes; thyroid or other endocrine disorders?
 - i. Sexually transmitted disease; disorder of breasts or breast implants, prostate or reproductive organs?
 - j. Arthritis; injury or disorder of the spine, neck or back, arm, leg, shoulder, wrist, hand, hip, knee, ankle, or foot?
 - k. Deformity or amputation?
 - l. Disorder of skin or lymph glands, cyst, tumor, or cancer?
 - m. Leukemia, anemia, immune deficiency or any other blood disorder?
 - n. Recurrent fever, fatigue or night sweats?

9. Have you, in the last 3 years, claimed or received any benefits because of injury, sickness, or disability?

10. Have you used tobacco in any form in the last 12 months? (If yes explain)

11. Has your father, mother, or any brother or sister ever had diabetes, cancer, kidney disease or mental illness? Have any had high blood pressure, stroke, or heart disease before age 60?

DETAILS of "Yes" answers. (IDENTIFY QUESTION NUMBER, CIRCLE APPLICABLE ITEMS: Include diagnoses, dates, duration, and names and addresses of all attending physicians and medical facilities.)

(3j)?

REDACTED

4. Are you now receiving any treatment or taking prescribed medication?

5. To the best of your knowledge and belief, are you now pregnant or ever had complications of pregnancy including cesarean section? N/A

6. Have you in the last 5 years:
a. Used cocaine, marijuana, hallucinogenic drugs, or narcotics not prescribed by a physician?
b. Been treated or counseled, or been advised to seek treatment or counsel, for alcohol or drug use?

7. Have you had any unexplained change in weight in the last 12 months?

8. Other than above, have you, in the last 5 years:
a. Had any mental or physical disorder not listed above?
b. Had or been advised to have treatment or a test in any medical facility such as a lab, clinic, emergency room, or hospital?
c. Had or been told an electrocardiogram or x-ray was necessary?
d. Had surgery or been told surgery was necessary?

I state that all information in this medical history is true and correct to the best of my knowledge and belief. This medical history will be part of my application.

Witness X Leann Blumensch
Signature of Examiner of Paramedical Laboratory Technician

Dated On JANUARY 16TH 2001
MONTH DAY YA

X William T. Whitman
SIGNATURE OF PROPOSED INSURED

REDACTED

(11) mother

REDACTED

BASIC PLAN DESCRIPTION

Flexible premium adjustable life insurance. A death benefit is payable when the Insured dies. Flexible premiums are payable while the Insured is alive. The basic plan is eligible for annual dividends.



STATE FARM LIFE INSURANCE COMPANY
BLOOMINGTON, ILLINOIS
APPLICATION FOR LIFE INSURANCE

POLICY COPY

PROPOSED INSURED #1: MR WHITMAN, WILLIAM T In City? YES
Mailing Address: REDACTED
REDACTED

SINGLE MALE Age: 20 Birthdate: REDACTED State: WA Height: 5'9" Weight: 240 lbs.
U.S. or Canadian Citizen: YES Drivers license no.: REDACTED State: WA SS#: REDACTED
Have you used tobacco in any form in the last 12 months? NO
Occupation: COMPUTER TECHNOLOGY Employer: REDACTED
Do job duties fall into one of the following hazardous categories? NO
(amusement/sports;construction/explosive/divers;liquor;logging/mining;gas/oil)

BASIC PLAN AMOUNT
UNIVERSAL LIFE \$ 500,000 Death Benefit Option 1: Basic amount
Planned premium: \$ 175.00 Additional first year premium: \$
Dividend option:

PROPOSED INSURED #1 - BENEFICIARY DESIGNATION RELATIONSHIP AGE OPTION
PRIMARY: REDACTED REDACTED ONE SUM
SUCCESSOR: REDACTED REDACTED ONE SUM
FINAL:
If a beneficiary survives the Insured, any payment to successor will be one sum unless changed.

Do you have personal and business life insurance of more than \$200,000? NO
Will this policy replace or change insurance or annuities you now have? NO
Are you now applying for life or health insurance with any other company? NO
Do you plan to leave or travel from the United States or Canada in the next 6 months? NO

Have you, in the last 10 years, had or been treated for:
High blood pressure? NO Heart murmur? NO Chest pain? NO
Lymph gland disorder? NO Heart attack? NO Stroke? NO
Tumor or cancer? NO

Have you, in the last 10 years, been diagnosed as having or been treated for Acquired Immune Deficiency Syndrome (AIDS) by a member of the medical profession? NO



POLICY COPY

Have you, in the last 3 years or plan to in the next 6 months:

- Flown (pilot/crew member/student pilot) aircraft (airplane/helicopter/glider/ultralight)? NO
- Engaged in mountain/rock climbing? NO
- Engaged in auto/motorcycle/powerboat racing? NO
- Engaged in SCUBA diving? NO
- Engaged in sky diving, hang gliding, ballooning? NO
- Engaged in other such avocations? NO

Have you, in the last 3 years, had your driver's license suspended/revoked, had any moving violations, had 2 or more accidents, or been charged with driving under the influence of alcohol or drugs? NO

+++++



POLICY COPY

Coverage will be effective as of the policy date, if the following conditions are met: the first premium is paid when the policy is delivered; the Proposed Insureds are living on the delivery date; and, on that delivery date, the information given to State Farm Life is true and complete without material changes.

However, if a binding receipt has been given and is in effect, its terms will apply.

All Proposed Insureds and the Applicant state that the information in this application and any medical history is true and complete. It is agreed that State Farm Life can investigate the truth and completeness of such information while the policy is contestable.

By accepting the policy, the Owner agrees to the beneficiaries named, method of payment and corrections made. No change in plan, amount, benefits, or age at issue may be made on the application unless the Owner agrees in writing. Only an authorized company officer may change the policy provisions. Neither the agent nor a medical examiner may pass on insurability.

Social Security or Tax Identification Number (TIN) Certification. By signing this application, I certify under penalties of perjury that (1) the TIN shown on page 1 of this application is correct, and (2) that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (If you are subject to backup withholding, cross out item 2.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Any policy issued on this application will be owned by Proposed Insured 1, or the Applicant, if other than Proposed Insured 1.

Dated on 11/14/91 Signature of Proposed Insured 1 [Signature]
at TACOMA, WA
Signature of Agent as witness [Signature]

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

William T. Whitman, individually and on behalf of all others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Kim D. Stephens, Tousley Brain Stephens PLLC 1700 7th Ave., Suite 2200, Seattle, WA 98101 (206) 682-5600

DEFENDANTS

State Farm Life Insurance Company, an Illinois corporation,

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes categories like Citizen of This State, Citizen of Another State, and Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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(d)
Brief description of cause: Breach of contract

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 10/30/2019 SIGNATURE OF ATTORNEY OF RECORD s/Kim D. Stephens

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.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

William T. Whitman, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

State Farm Life Insurance Company, an Illinois corporation,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) State Farm Life Insurance Company
One State Farm Plaza
Bloomington, IL 61710

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Kim D. Stephens
TOUSLEY BRAIN STEPHENS PLLC
1700 7th Ave., Suite 2200
Seattle, WA 98101

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: State Farm Inflates 'Cost of Insurance' Deductions from Life Insurance Policies](#)
