

**United States District Court for the Northern District of California**

**NOTICE OF CLASS ACTION SETTLEMENT**

*Goertzen v. Great American Life Insurance Co., Case No. 4:16-cv-00240 (YGR)*

**THIS NOTICE IS DIRECTED TO:**

**THE OWNER OR LAST OWNER OF AN ASSURANCE PROTECT 6, ASSURANCE SELECT 7, SAFE OUTLOOK, OR SAFE RETURN DEFERRED ANNUITY PURCHASED IN CALIFORNIA FROM GREAT AMERICAN LIFE INSURANCE COMPANY BY A PERSON AGE 60 OR OLDER;**

**THE OWNER OR LAST OWNER OF AN ASSURANCE PROTECT 6, ASSURANCE SELECT 7, SAFE OUTLOOK, OR SAFE RETURN DEFERRED ANNUITY PURCHASED IN CALIFORNIA BY A TRUSTEE, CORPORATION, OR PARTNERSHIP IF AN ANNUITANT UNDER THE POLICY WAS AGE 60 OR OLDER. SUCH OWNERS MAY BE ENTITLED TO BENEFITS FROM THIS CLASS ACTION SETTLEMENT;**

**THE RECIPIENT OR RECIPIENTS OF A DEATH BENEFIT UNDER AN ASSURANCE PROTECT 6, ASSURANCE SELECT 7, SAFE OUTLOOK, OR SAFE RETURN DEFERRED ANNUITY PURCHASED IN CALIFORNIA FROM GREAT AMERICAN LIFE INSURANCE COMPANY BY A PERSON AGE 60 OR OLDER.**

*A federal district court authorized this Notice.*

*This is not junk mail, an advertisement, or a solicitation from a lawyer.*

*The Court has not decided in favor of either side in the litigation.*

*The parties have agreed to a Settlement, and this is Notice to you of the Settlement and how you may be affected.*

- Under the Settlement, you may be entitled to receive Settlement benefits in the form of either Partial Surrender Charge Refund Payments or Enhanced Withdrawal Payments, as described in the response to Question 11 below. The Court must approve the Settlement before any benefits will be made available. A hearing has been set by the Court to determine whether the Settlement should be approved.
- Your legal rights are affected whether you act, or don't act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	If you do nothing, you will remain a Class Member and will be eligible for one of the two types of benefits available under the Settlement depending on the status of your Annuity.
<b>FILE A CLAIM</b>	If you are eligible for and want to receive an Enhanced Withdrawal Payment, you will need to complete a claim form for each affected annuity and submit them to the Settlement Administrator by <b>February 28, 2018</b> .
<b>EXCLUDE YOURSELF</b>	If you choose to exclude yourself, you will not receive the benefits available under the Settlement. You must submit a timely written request to exclude yourself from the Settlement to the Administrator by <b>January 4, 2018</b> .
<b>OBJECT</b>	You may write to the Court about why you do not like the Settlement. Written objections must be filed with the Court no later than <b>January 4, 2018</b> . Making an objection does not exclude you from the Settlement. If the Settlement is approved, you will be subject to the Settlement and will be bound by the Release, described in response to Question 13, which means you will give up any claims you have with respect to your Annuity(s).
<b>GO TO THE HEARING</b>	If you timely object in writing to the Settlement as described in this Notice and timely file a notice of intent to appear at the Fairness Hearing with the Court by <b>January 4, 2018</b> , you will be entitled to speak in Court about the fairness of the Settlement during the Fairness Hearing set for <b>March 27, 2018</b> .
<b>APPEAR THROUGH AN ATTORNEY</b>	If you desire, you may enter an appearance in this case through an attorney at your own expense, but you will still need to comply with the requirements for objecting to the Settlement and appearing at the Fairness Hearing.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- **This Notice is merely a summary of certain terms and provisions of the proposed Settlement.** For a complete description of the terms and provisions of the proposed Settlement, including certain exceptions, conditions, and limitations that may not be addressed herein, you should read the Settlement Agreement filed with the Court. You can obtain a copy of the Settlement Agreement at [www.greatamericanlifesettlement.com](http://www.greatamericanlifesettlement.com) or by calling the Settlement Administrator at 1-866-645-6916. Capitalized terms in this Notice have the meanings assigned in the Settlement Agreement.
- The Court in charge of this case still has to decide whether to approve the Settlement. Please be patient. Updates as to the status of the Settlement will be available from time to time at [www.greatamericanlifesettlement.com](http://www.greatamericanlifesettlement.com) or by calling 1-866-645-6916.

## BASIC INFORMATION

### 1. Why did I get this Notice package?

You are listed in the records of Great American Life Insurance Company (“Great American”) as being either the current or the last Owner of an Annuity that is included in the Settlement, or as the recipient of a death benefit from an Annuity that is included in the Settlement. The Court directed that the parties send you this Notice because you have a right to know about a proposed Settlement of a class action lawsuit and about your options before the Court decides whether to approve the Settlement. If the Court approves it and after objections and appeals are resolved, Great American will provide the benefits as provided in the approved Settlement.

This package explains the litigation, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Goertzen v. Great American Life Insurance Company*, Case No. 4:16-cv-00240 (YGR). Joyce Goertzen, the person who sued and has been designated to represent all members of the Class in this matter, is called the “Plaintiff,” and the company she sued, Great American, is the “Defendant.”

### 2. What is this lawsuit about?

Plaintiff brought this lawsuit to assert claims on behalf of herself and other persons who were age 60 or older when they purchased certain deferred Annuities issued by Great American. Plaintiff alleged that Great American failed to comply with surrender charge disclosure requirements under California Insurance Code Section 10127.13. Plaintiff asserted causes of action for violation of the Unfair Competition Law (California Business & Professions Code Section 17200 *et seq.*), and for Financial Abuse of an Elder pursuant to California Welfare and Institutions Code section 15600 *et seq.*

Great American denies all of the allegations and any liability or injury to Plaintiff. Great American has asserted numerous legal and factual defenses to the Action. Great American contends, among other things, that its Annuity products are lawful and included the proper disclosures.

Great American contends that Plaintiff received adequate notice of any applicable surrender charges. Great American also contends that neither Plaintiff nor any other Class Member was injured or deceived by Great American’s annuity contracts.

### 3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Plaintiff Joyce Goertzen), sue on behalf of people who have similar claims. All these people are Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. United States District Court Judge Yvonne Gonzalez Rogers is in charge of this case, and, in the context of the Settlement, she has certified it as a class action.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Great American. Instead, both sides have agreed to settle the Action. The Plaintiff and her attorney think the Settlement is in the best interest of the Class.

#### WHO IS IN THE SETTLEMENT?

To see if you are included in this Settlement, you first have to determine if you are a Class Member.

### 5. How do I know if I am part of the Settlement?

The Settlement applies to the current or most recent Owner (or joint Owners) of an Annuity product identified in response to Question 6 below that was issued in California by Great American to a person who was 60 years old or older (or if the Owner is a trustee or non-natural person, the Annuitant was 60 years old or older), except individuals who are excluded from the Class, as described in the response to Question 7 below, and those who choose to be excluded from the Settlement as described in the response to Question 14. The age of the oldest of joint owners or older of joint Annuitants at the time of issue, as applicable, will be used to determine membership in the Class. If you have received this notice because you received a death benefit from an Annuity, the age of the Owner at the time of issue of that Annuity will be used to determine membership in the class.

### 6. Do I own an Annuity included in the Settlement?

The Annuities covered by the Settlement are fixed deferred annuities marketed under the name Assurance Protect 6, Assurance Select 7, Safe Outlook, or Safe Return that were issued in California to at least one owner who was age 60 or older at the time of issue.

For annuities purchased by non-natural persons or a trustee(s) for a trust, the age of the Annuitant (or oldest Annuitant if there are joint Annuitants) at the time of issue will be used (instead of the owner’s age) to determine whether the policy qualifies as an “Annuity” for this Settlement. If you are an addressee of this Notice, Great American’s records show that you are the current or last Owner of one of these Annuities. If, however, you have a question about the application of this proposed Settlement to a particular Annuity, you may contact the Settlement Administrator. *See* Question 24.

**7. Are there exceptions to being included?**

Yes. The following Annuities are not included in the Settlement: (i) those that were issued but not accepted or were returned to Great American as part of the exercise of the free-look provision in the Annuity or were otherwise rescinded on or before the Valuation Date, (ii) those that were surrendered in full without incurring any Surrender Charge on or before the Valuation Date, and (iii) those as to which the rights and claims have been finally adjudicated in a court of law. In addition, Owners of Annuities that are otherwise included may elect to be excluded as described in the response to Question 14.

**8. Are beneficiaries of deceased contract owners entitled to relief?**

Designated beneficiaries of Annuities which terminated by death of an Owner or Annuitant prior to the Valuation Date, and which incurred a Surrender Charge on a partial or full surrender of the Annuity prior to the Valuation Date, are entitled to relief in the form of a Partial Surrender Charge Refund. In the event that there are more than one designated beneficiaries, each beneficiary will receive an allocation of the Partial Surrender Charge Refund in proportion to the designation under the Annuity.

**9. Does this Settlement cancel my Annuity?**

No. No matter what you decide to do in response to this Settlement—exclude yourself, object, or do nothing—your Annuity will not be terminated by the Settlement and the future rights and benefits provided by your Annuity, if it is still in effect, will continue, although Claims with respect to the Annuities that relate to or arise out of facts, events, or transactions that have occurred or were in existence at any time prior to the entry of the Final Order and Judgment will be released.

**10. I'm still not sure if I am included in the Class**

If you are not sure whether you are included in the Settlement Class, call 1-866-645-6916.

**THE SETTLEMENT BENEFITS—WHAT YOU GET**

**11. What benefits does the Settlement provide to Class Members?**

If the Settlement is approved by the Court and you are a member of the Class and do not exclude yourself from the Settlement, you may receive one of the Settlement benefits Great American will provide, all of which are described further in Sections A and B of this answer:

- (1) If your Annuity was issued to a purchaser aged 60 or older and there have been Surrender Charges incurred upon a partial or full surrender of your Annuity on or before September 1, 2017, you will receive a partial refund of the Surrender Charge according to the conditions and formulas set forth below in Section A.
- (2) If you have an Annuity that is Active (not previously Annuitized or surrendered) and there have not been any Surrender Charges incurred upon a partial surrender of your Annuity on or before September 1, 2017, you may be eligible for the Enhanced Withdrawal Benefit, which is a one-time withdrawal from the Active Annuity without the deduction of Surrender Charges, subject to certain conditions explained in Section B, below. **You have until February 28, 2018 to make this election or you will lose your rights.**

Please note that the Court and Counsel have not expressed any opinion regarding the taxability of any benefits received under the terms of the Settlement. Great American will not withhold taxes unless it is legally required to do so. Whether or not taxes are withheld, you will be liable for payment of all applicable federal and state income taxes on the taxable portion of the distribution. You may also be subject to penalties under the estimated tax rules if your withholding and estimated tax payments, if any, are not adequate. You should address any questions regarding taxes to your tax advisor.

**A. Partial Surrender Charge Refund Payments**

Any Class Member whose Annuity(s) has incurred a Surrender Charge on a partial or full surrender of the Annuity on or before September 1, 2017, will receive a Partial Surrender Charge Refund Payment. Class Members who have incurred Surrender Charges that exceed \$5.00 will receive a Partial Surrender Charge Refund Payment in the amount of 35% of the total Surrender Charges incurred on each Annuity subject to this Settlement. Class Members who have incurred Surrender Charges that are \$5.00 or less will receive a Partial Surrender Charge Refund Payment in the amount of \$5.00. The checks mailed to Class Members as Partial Surrender Charge Refund Payments will expire 100 days after the date of issuance.

**B. Enhanced Withdrawal Benefit**

Any Class Member whose Annuity has not been fully surrendered on or before September 1, 2017, and which has not incurred any Surrender Charges upon a partial surrender of that Annuity, will be eligible for an Enhanced Withdrawal Benefit. The Enhanced Withdrawal Benefit is the right to take a one-time withdrawal which will not be assessed a Surrender Charge. The withdrawal under the Enhanced Withdrawal Benefit includes the 10% Annual Withdrawal available under the terms of the Annuity. Class Members who submit valid claims for Enhanced Withdrawal Benefits will receive a 10% Annual Withdrawal as of the most recent Contract Anniversary (net of any prior withdrawals that year). The additional 10% (or prorated percentage) constitutes the relief offered by Enhanced Withdrawal Benefit and will be paid following the Effective Date of the Settlement Agreement.

In order to take advantage of this Benefit, you must complete and submit a Claim Form, which must be postmarked no later than February 28, 2018. You must submit a separate Claim Form for each Active Annuity eligible for this Benefit within 100 days from the date of the mailing of the Claim Form or you will not be eligible for this benefit.

Great American has agreed to incur up to, but no more than, \$350,000 in Foregone Surrender Charges in connection with the Enhanced Withdrawal Benefits. The Claims Administrator will calculate the total amount of Foregone Surrender Charges that would apply if every Class Member approved for the Enhanced Withdrawal Benefit elects to take a one-time withdrawal in the amount of 10% of the Annuity's Account Value in excess of the 10% Annual Withdrawal. If so many Class Members return Claim Forms that the total amount of the Foregone Surrender Charges exceeds \$350,000, the percentage of the Annual Withdrawal that can be taken in the form of an Enhanced Withdrawal shall be reduced to a percentage for which the total amount of Foregone Surrender Charges will be \$350,000.

Certain riders to Great American Annuities may be subject to additional consequences from a withdrawal, including limitations on crediting to benefit values or proportional reductions in benefit values that may exceed the reduction in Account Value. Any conditions on withdrawals under any applicable riders will not be affected by this Settlement Agreement.

**12. When will I get my Settlement benefit?**

The Court will hold a hearing, called the Fairness Hearing, on March 27, 2018, to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals relating to the Settlement. It is always uncertain how these appeals will be resolved, and resolving them can take time, perhaps more than a year. The Effective Date will be set within 30 days after the Settlement has been approved by the District Court and any and all appeals have been resolved or, if no appeals are filed, 30 days after the deadline for filing appeals has expired. The Partial Surrender Charge Refund Payments will be mailed within 10 days after the Effective Date and the Enhanced Withdrawal payments will be mailed within 20 days after the Effective Date. Please be patient.

**13. What am I giving up to get a payment or stay in the Class?**

Unless you exclude yourself, you are staying in the Class, and that means: (1) that you can't sue, continue to sue, or be part of any other lawsuit, arbitration or other legal proceeding against Great American relating in any way to the Annuities at issue in this litigation; and (2) that you release all claims for damages or other legal remedies – including any claims presently unknown to you – relating in any way to the Annuities at issue in this litigation, if they concern, relate to, or arise out of facts, events, or transactions that have occurred or are in existence at any time prior to the Final Order and Judgment. If you want to know more about this release of claims, you should review Section VIII of the Settlement Agreement which can be viewed on the [www.greatamericanlifeselement.com](http://www.greatamericanlifeselement.com) or requested from the Administrator as set forth in Question and Answer 24. Also, if you do not exclude yourself from the Settlement, all of the Court's orders will apply to you and legally bind you, even if you had objected to the proposed Settlement.

With respect to all Released Claims, Settlement Class Members agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (i) the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.**

and (ii) the provisions of any statute or principle of law of any state or federal jurisdiction that might otherwise be applicable, or similar, comparable or equivalent to Section 1542 of the California Civil Code.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to be subject to the Settlement or you want to keep the right to sue or continue to sue Defendant on your own with respect to claims relating in any way to your Annuity, then you must take steps to get out of the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class.

**14. How do I exclude myself from the Settlement?**

If you do not want to be part of the Settlement Class, you may exclude yourself or “opt out.” If you exclude yourself, you will not be entitled to any Settlement benefits described in this Notice, and you will not be bound by the Release. If you are eligible for the Enhanced Withdrawal Benefit and submit a request for exclusion, your Claim Form will not be approved and you will not be entitled to that benefit. To exclude yourself from the proposed Settlement, you must submit a written request. This written request must be signed by you and must include: your name, address, the contract number(s) of the Annuity or Annuities at issue, and a statement that you are requesting exclusion from the Settlement Class in *Goertzen v. Great American Life Insurance Company*, Case No. 4:16-cv-00240 (YGR). You must **mail** your signed request for exclusion in care of the Settlement Administrator at the following address:

Great American Life Settlement  
c/o KCC Settlement Administrator  
PO BOX 404041  
Louisville, KY 40233-4041

**THE ENVELOPE CONTAINING YOUR SIGNED REQUEST FOR EXCLUSION  
MUST BE POSTMARKED BY NO LATER THAN JANUARY 4, 2018.**

You cannot exclude yourself on the phone or by e-mail. If your signed request for exclusion is not mailed with a postmark on or before January 4, 2018, it will be ineffective and you will be part of the Settlement Class and bound by all orders and judgments entered in connection with the Settlement, including the Release and Waiver. If you are the Owner of more than one Annuity subject to the Settlement or the Recipient of a death benefit from more than one Annuity subject to the Settlement and you request exclusion, the exclusion shall be effective as to all such Annuities.

**15. If I don't exclude myself, can I sue Great American for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Great American for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit about this Notice immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is January 4, 2018.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

Yes. The Court appointed Evans Law Firm, Inc. The law firm is called Class Counsel, and the contact information for the lawyers is listed below. You will not be charged for the services of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

Class Counsel will file with the Court their petition for approval of an award of attorneys' fees of up to \$370,513.69 and costs of up to \$20,000. The Court may award less than these amounts. Great American will separately pay the attorneys' fees and expenses, up to \$370,513.69 and \$20,000, respectively, that the Court awards. Great American has agreed not to oppose a request for attorneys' fees of up to \$336,831.00 and expenses in the amount of \$20,000. These payments will not affect the benefits available to Settlement Class Members. Class Counsel will file this fee petition 21 days after the Class Notice Package is mailed and prior to the Fairness Hearing.

**18. What payments will be made to the Class Representatives?**

Class Counsel will ask the Court to award the Class Representative Joyce Goertzen a total of no more than \$20,000 as a service award. Great American will separately pay the service award, up to \$20,000, that the Court awards. Great American has agreed not to oppose a request for a service award up to \$20,000 total. This payment will not affect the benefits available to Settlement Class Members. Class Counsel will file this request 24 days prior to the deadline for objections to the Settlement Agreement, to be heard at the Final Approval Hearing.

**19. Who will pay the Settlement Administrator?**

Great American will pay the costs and fees of the Settlement Administrator, which will not be deducted from the benefits available to Settlement Class Members.

**OBJECTING TO THE SETTLEMENT**

**20. How can I tell the Court I do not like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. The Court will consider your views in connection with the Fairness Hearing described below. To object, you must file your objection in writing, saying that you object to the proposed Settlement. You may not object if you excluded yourself from the Settlement.

If you wish to object to the proposed Settlement, you must file your written objection with the Court. All written objections and supporting papers must (a) clearly identify the case name and number (Goertzen v. Great American Life Insurance Company, Case Number 4:16-cv-00240 (YGR)), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California, 94612, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before January 4, 2018. Any objection not filed or postmarked by January 4, 2018 shall forever be barred.

All objections must contain the following: (i) the objecting party's name, address, telephone number, and Annuity number(s); (ii) the factual basis and legal grounds for the objection; (iii) any evidence or other information the objecting party wishes to offer in support of the objection; and (iv) the signature of the individual who is objecting.

If the Class Member intends to appear and be heard at the Fairness Hearing, either in person or through counsel, the notice of objection must include: (i) a written notice of the Class Member's or the Class Member's counsel's intent to appear at the Fairness Hearing; (ii) a detailed statement of the Class Member's objections to any matter before the Court; (iii) the grounds or reasons why the Class Member wishes to appear and to be heard, either in person or through counsel; (iv) any documents and writings that the Class

Member wishes the Court to consider; and (v) a statement of any prior class settlement objections made by such Class Member and any fee arrangements made with an attorney regarding any objections, including the objection to this Settlement.

**21. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. If you object, you will remain in the Settlement Class and will be bound by the Settlement, even if the Court disagrees with you and approves the Settlement over your objection. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FAIRNESS HEARING**

**22. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at March 27, 2018 at 2:00 p.m. in Courtroom 4, First Floor, located at 1301 Clay Street, Oakland, California, 94612. Class Members are advised to confirm the date of the hearing by checking the [www.greatamericanlifeselement.com](http://www.greatamericanlifeselement.com), by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102-3489. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who, prior to the hearing, have asked to speak at the hearing. The Court will also decide how much to pay Class Counsel and whether to approve the service awards to the Class Representatives. After the hearing, the Court will issue its decision on the matters addressed at the Fairness Hearing. We do not know when that decision will be made.

**23. Do I have to come to the Fairness Hearing?**

No. Class Counsel will answer questions that the Court may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it’s not required that you or your lawyer attend.

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must do two things: First, you must object to the Settlement in accordance with the procedures described above in the response to Question 20. Second, you must file a Notice of Intention to Appear at the Fairness Hearing with the Court. If you are not represented by counsel, you may file by delivering the Notice to the Clerk of the Court of the Honorable Yvonne Gonzalez Rogers, Courtroom 1 – 4th Floor, 1301 Clay Street, Oakland, California, 94612. The Notice of Intention to Appear must be in writing and must contain the information specified in the response to Question 20 and must be filed and served on Parties’ counsel no later than January 4, 2018. Be sure to include your name, address, telephone number, and your signature on your Notice of Intention to Appear. You cannot speak at the hearing if you do not follow these procedures or if you excluded yourself.

**GETTING MORE INFORMATION**

**24. How do I get more information about the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement or Class Counsel’s petition for approval of fees and costs, once the petition is filed, by visiting the Settlement website at [www.greatamericanlifeselement.com](http://www.greatamericanlifeselement.com), by writing to the Great American Life Settlement, C/O KCC Settlement Administrator, PO BOX 404041, Louisville, KY 40233-4041, or by calling 1-866-645-6916.

**IMPORTANT DATES**

**25. What are the important dates and deadlines relating to the Settlement?**

<b>Deadline</b>	<b>Event</b>
January 5, 2018	Class Counsel will file a petition for approval of an award of attorneys’ fees and costs and request for service award for Class Representative
January 4, 2018	Last day to submit a request for exclusion from the proposed Settlement
January 4, 2018	Last day to file and serve Class Counsel and Great American’s Counsel with objections to the proposed Settlement
January 4, 2018	Last day to file Notice of Intent to Appear
February 28, 2018	Last day for Class Members eligible for an Enhanced Withdrawal Benefit to submit a Claim Form
March 27, 2018	Fairness Hearing