

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

**IN RE: AME CHURCH EMPLOYEE
RETIREMENT FUND LITIGATION**

MDL Docket No. 1:22-md-03035-STA-jay

ALL CASES

Honorable S. Thomas Anderson

**ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT WITH DEFENDANT SYMETRA LIFE INSURANCE
COMPANY**

This matter comes before the Court on Plaintiffs' Motion for Preliminary Approval of a Settlement with Defendant Symetra Life Insurance Company (ECF No. 1160) (the "Motion"). The Court having considered the Motion and supporting materials finds good cause to grant preliminary approval of the settlement between Plaintiffs and Symetra on the following terms:

1. As herein, "Plaintiffs" are Plaintiffs Rev. Pearce Ewing, Rev. Charles R. Jackson, Presiding Elder Cedric V. Alexander, Rev. Derrell Wade, Rev. Reuben J. Boyd, Presiding Elder Phillip Russ, IV, Lynette Glenn, Guardian of Rev. Marcius King, Rev. Matthew Ewing, Candace L. Carmichael, as Administrator of the Estate of Rev. A. Offord Carmichael, Deceased, and Rev. Diane Conley. "Symetra" is Defendant Symetra Life Insurance Company. "Settling Parties" refers collectively to Plaintiffs and Symetra. The "Agreement" refers to the Class Action Settlement Agreement executed by Plaintiffs and Symetra and submitted to the Court as part of the Motion. The "Settlement" refers to the settlement reached between Plaintiffs and Symetra on all of the claims asserted against Symetra in this Action by Plaintiffs, the Settlement Class, and the African Methodist Episcopal Church Ministerial Retirement Annuity Plan ("the Plan"), as more fully defined in the Agreement. Other capitalized terms used in this order have the same meaning as

defined in the Agreement.

2. The Court preliminarily approves the Agreement and the Settlement as sufficiently fair, adequate, and reasonable, and authorizes dissemination of the Long Form Notices to the members of the proposed Settlement Class under Rule 23(e) of the Federal Rules of Civil Procedure (“Rule 23”), subject to further consideration at the Final Approval Hearing.

3. Pursuant to Rule 23, the Court conditionally certifies the following Settlement Class for purposes of the Settlement only:

Settlement Class: All persons who were participants, or were those participants’ respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021. Current and past Defendants are excluded from the Class.

4. Subject to the terms of the Agreement, the Court finds that the prerequisites to conditionally certifying a class for settlement purposes under Rule 23(a) are satisfied in that:

- a. The members of the Settlement Class defined in the Agreement are so numerous as to make joinder impracticable. The Class is estimated to have approximately 4,400 members;
- b. There are questions of law or fact common to the Settlement Class;
- c. The claims or defenses of the Class Representatives are typical of the claims or defenses for the Settlement Class Members; and
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members.

5. For purposes of effectuating the proposed Settlement only, the Court finds, pursuant to Rule 23(e)(1), that the prerequisites for class certification under Federal Rule of Civil Procedure 23(b)(3) are likely to be satisfied because the questions of law or fact common to the

Class predominate over individual questions and a class action settlement is superior to other available methods for the fair and efficient adjudication of this controversy.

6. The Court appoints Plaintiffs as the Class Representatives for purposes of the Settlement.

7. The Court appoints as Class Counsel the law firms of Lee Segui, PLLC, Osborne Francis & Pettis, PLLC, Stranch Jennings & Garvey, PLLC, Kantor & Kantor, LLC, Lieff Cabraser Heimann & Bernstein, LLP, Blue, LLP, Wright & Schulte, LLC, and the AARP Foundation for purposes of Settlement. Solely for purposes of effectuating the Settlement, Class Counsel are authorized to act on behalf of the Class Representatives, all other Settlement Class Members, and the Plan, with respect to all acts or consents required by or that may be given pursuant to the Agreement, including the release of claims and all other acts that are reasonably necessary to consummate the Settlement, subject to final approval by the Court of the Settlement.

8. The Court retains exclusive jurisdiction over the Settlement to consider and determine all further matters arising out of or connected with the Settlement.

Settlement Relief

9. Within thirty (30) days from the date this Order is entered by the Court, Symetra will deposit or cause to be deposited into the Settlement Fund the Settlement Amount as defined under the Agreement. The Settlement Fund shall be held by the Settlement Administrator in an interest-bearing escrow or trust account and shall be administered according to the terms of the Settlement.

Administration and Notice to the Class

10. The Court appoints Verita Global, LLC as Settlement Administrator for the Settlement. The Settlement Administrator shall establish a Qualified Settlement Fund (the

“Settlement Fund”) consistent with the requirements of the Agreement, which the Court hereby approves. The Settlement Administrator shall supervise and administer the Notice procedures, operate the Settlement Website, execute the Plan of Distribution as detailed in the Agreement, and perform any other duties that are reasonably necessary and/or provided for in the Agreement.

11. Except as otherwise provided in the Agreement, Plaintiffs and Class Counsel shall be solely responsible for the costs of Notice, Settlement administration, and the allocation of the Net Settlement Fund among Settlement Class Members (the “Plan of Distribution”). Symetra will not be responsible, or have any liability, for the claims administration process, or the determination of how the Net Settlement Fund will be distributed pursuant to the Plan of Distribution.

12. Upon final approval of the Settlement, the Settlement Fund shall be used to pay or reimburse Plaintiffs and Class Counsel for all Settlement Administration Costs, Litigation Expenses and attorneys’ fees of Class Counsel, and Service Awards, consistent with the Agreement and as approved by the Court in its Final Approval Order and Judgment.

13. The Court approves the form and content of the two proposed Long Form Notices attached to the Agreement as Exhibits B-1 and B-2, filed with the Court at ECF Nos. 1160-2 (collectively, the “Long Form Notices”), and finds that their dissemination, via U.S. mail and email, to all Settlement Class Members is appropriate upon entry of this Order granting preliminary approval of the Settlement. The Court concludes that the proposed Notice Plan satisfies the requirements set forth in Fed. R. Civ. P. 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto of the pendency of the Action, the effect of the proposed Settlement (including the releases contained therein), the proposed Plan of Distribution, and Settlement Class Members’ rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

14. Pursuant to Section 7.2 of the Agreement, the Settlement Administrator shall complete dissemination of the Notices within thirty (30) calendar days from the entry of this Preliminary Approval Order (the “Notice Date”). On or before the Notice Date, the Settlement Administrator shall complete the distribution of the Long Form Notices (via email and mail), update the Settlement Website with the relevant documents relating to the Settlement including the Long Form Notices, the Second Consolidated Amended Complaint filed in this Action, the Agreement (which includes Exhibits), this Preliminary Approval Order, any briefs filed by Plaintiffs and Defendants in support of the Settlement, and the proposed Final Approval Order and Judgment (Exhibit C to the Agreement).

15. Any Settlement Class Member who does not opt-out of the Settlement may file with the Court a statement in support of or objection to the Settlement. In order to be timely, any such objection must have a postmark date not later than 60 days after the Notice Date (the “Objection Deadline”). Any such statement or objection must state or contain: (1) the Settlement Class Member’s full name; (2) their address; (3) the telephone number and email address where they may be contacted; (4) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (5) the identity of any witnesses they may call to testify; (6) copies of any exhibits that they intend to introduce into evidence at the Final Approval Hearing; (7) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing the individual with respect to any objection; (8) a statement of whether they intend to appear at the Final Approval Hearing with or without counsel; and ((9) a statement as to whether the objection applies only to the objector and a specific subset of the Settlement Class, or the entire Settlement Class. Each objection must: (a) be in writing and signed by the objector; (b) clearly identify the case name and number (i.e. “*In Re: AME Church Employee*

Retirement Fund Litigation, Case No. 1:22-md-3035-STA-jay (W.D. Tenn.)”); (c) be mailed to the Court (or filed with the Court in person) at the following address:

U.S. District Court
Western District of Tennessee, Eastern Division
James D. Todd United States Courthouse
111 South Highland Ave.
Jackson, TN 38301

16. A copy of any objection must also be delivered by hand, email or first-class mail by the Objection Deadline to Class Counsel and Symetra’s counsel at the following addresses:

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| <u>CLASS COUNSEL</u> Matthew E. Lee Jeremy R. Williams LEE SEGUI, PLLC 421 N. Harrington St., Suite 460 Raleigh, NC 27603 (855) 496-7500 mlee@leesegui.com jwilliams@leesegui.com | <u>SYMETRA’S COUNSEL</u> Markham R. Leventhal Benjamin M. Stoll CARLTON FIELDS, P.A. 1625 Eye Street, Suite 800 Washington, DC 20006 (202) 965-8100 mleventhal@carltonfields.com bstoll@ carltonfields.com |
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17. Any Settlement Class Member who does not submit a valid and timely written objection in accordance with these procedures and the procedures detailed in Section 8 of the Agreement (“Opt-Outs and Objections”) shall be deemed to have waived any objection and their right to object to the Settlement or the Final Approval Order and Judgment, and shall forever be barred and foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, this Order, or the proposed Final Approval Order and Judgment.

18. Any Settlement Class Member who wishes to be excluded from the Settlement and the Settlement Class must advise the Settlement Administrator in writing of their intent, and their request for exclusion (“Opt-Out Request”) must: (i) include the Settlement Class Member’s full name, last four digits of their social security number, current address, telephone number, and email address (if available); (ii) contain a clear statement that he or she elects to be excluded from the

Settlement Class and does not want to participate in the Settlement; and (iii) be signed by the member of the Settlement Class or by a Person providing a valid power of attorney to act on behalf of the member.

19. The Opt-Out Request must be (a) in writing and signed by the member of the Settlement Class who seeks to opt out, including via DocuSign or an equivalent verified electronic method, (b) mailed to the Settlement Administrator at the address in the Settlement Notice, and (c) postmarked on or before the Opt-Out Deadline which is 60 days after the Notice Date.

20. Only a member of the Settlement Class may request exclusion from the Settlement, and may do so only on behalf of himself or herself, except that a legal representative or guardian may submit a request for exclusion on behalf of a deceased or incapacitated member of the Settlement Class. Any attempt to opt out on behalf of more than one member of the Settlement Class, a group of Settlement Class Members, or any other group or class of Persons shall be null and void. Any Settlement Class Member who does not submit a valid and timely Opt-Out Request shall bound by the terms of the Agreement upon the entry of a Final Approval Order and Judgment finally approving the Settlement.

21. Any statement or submission purporting or appearing to be both an objection and on Opt-Out Request shall be treated as an Opt-Out Request.

Final Approval Hearing

22. The Final Approval Hearing shall be held by the Court on August 19, 2026, 10:00 a.m., in Courtroom 1 of the United States District Court for the Western District of Tennessee, located at James Todd Courthouse, 111 South Highland Avenue, Jackson, TN 38301.

23. At or after the Final Approval Hearing, the Court will determine whether: (1) the requirements for certification of the Settlement Class have been met; (2) the proposed Settlement

on the terms set forth in the Agreement should be finally approved as fair, reasonable, adequate, and in the best interest of the Settlement Class; and (3) the Final Approval Order and Judgment approving the Settlement consistent with the Agreement should be entered by the Court.

24. The Court may continue or adjourn the Final Approval Hearing without further notice to the Settlement Class. The Court may finally approve the Settlement, with such modifications as may be agreed to by Plaintiffs and Symetra, if appropriate, without further notice to members of the Settlement Class.

25. On or before thirty (30) days after the Notice Date, Class Counsel shall file all papers in support of a Motion for Attorneys' Fees, Costs, and Service Awards.

26. On or before fourteen (14) days prior to the Final Approval Hearing, Class Counsel shall file a motion and supporting papers requesting that the Court grant final approval to the Settlement and enter the Final Approval Order and Judgment in the form agreed to by the Parties and attached to the Agreement as Exhibit C.

27. On or before fourteen (14) days prior to the Final Approval Hearing, Class Counsel shall file responses to any objections to final approval of the Settlement.

28. Objections that were timely filed by any Settlement Class Member and which comply with the requirements of this Order, or as otherwise ordered by the Court, shall be considered by the Court at the Final Approval Hearing.

29. The following timeline summarizes some of the deadlines set by the Court:

| Event | Deadline |
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| Settlement Administrator to disseminate Notice ("Notice Date") | Thirty (30) days after entry of this Preliminary Approval Order |

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| Deadline to file Motion for Attorneys’ Fees, Costs, and Service Awards | Thirty (30) days after the Notice Date |
| Deadline for Class Members to Submit Objections (“Objection Deadline”) | Sixty (60) days after the Notice Date |
| Deadline for Class Members to submit Opt-Out Requests for exclusion (“Opt-Out Deadline”) | Sixty (60) days after the Notice Date |
| Deadline to file Motion for Final Approval of the Settlement | Fourteen (14) days prior to the Final Approval Hearing |
| Deadline to respond to Objections to final approval of the Settlement | Fourteen (14) days prior to the Final Approval Hearing |
| Final Approval Hearing | Ninety (90) days after the Notice Date or as otherwise scheduled by the Court |

30. The Court recognizes that the Settlement is made in compromise of disputed claims, and that neither the Agreement nor any proposals, negotiations, communications, documents, or discussions relating to the Settlement should be considered, used, or construed as an admission of any wrongdoing or liability by Symetra or any of the Released Parties. Neither this Order nor the Agreement are an admission as to any legal issues, wrongdoing, or liability on the part of any Party to the Agreement. Neither the terms of this Order nor the Agreement, nor any proposals, negotiations, communications, documents, or discussions preceding or related to the Settlement or the Agreement may be admissible as evidence, introduced, cited or referred to by Plaintiffs or Symetra in any proceedings as proof of any fact or point of law, except in a proceeding to enforce the terms of the Agreement or by Symetra in defense of any claims brought by Plaintiffs, any members of the Settlement Class, or the Plan.

31. If the Court enters any order that is materially inconsistent with the terms of the Agreement, changes the terms of the Settlement in any material way, or any of the other conditions

or events set forth in Section 11 of the Agreement occur, Plaintiffs or Symetra (whoever is adversely affected) will have the option to terminate the Agreement and the Settlement, in which case the Agreement, including any amendments, shall be null and void, of no further force and effect, and Plaintiffs, Symetra, and the Settlement Class Members shall be restored to their respective positions existing immediately before execution of the Agreement, and all other provisions of the Agreement relating to termination shall apply.

IT IS SO ORDERED.

s/ S. Thomas Anderson
S. THOMAS ANDERSON
UNITED STATES DISTRICT JUDGE

Date: April 17, 2026