

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK**

*Russett, et al. v. Northwestern Mutual Life Insurance Company,*  
Case No. 7:19-cv-07414-KMK

IF YOU HAVE OR HAD AN INSURANCE SERVICE ACCOUNT  
WITH THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY  
BETWEEN JUNE 21, 2016 AND MAY 28, 2020, YOU MAY BE  
ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

***A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit against The Northwestern Mutual Life Insurance Company. The class action lawsuit involves whether Northwestern Mutual charged its customers an additional fee based on the method by which they chose to pay their monthly premiums, which is alleged to violate New York law.
- You are included if you have or had an insurance services account with Northwestern Mutual with a New York mailing address between June 21, 2016 and May 28, 2020, and were charged by Northwestern Mutual an additional rate or fee or a differential in the rate or fee based on the method by which you chose to make payments.
- Those included in the Settlement will be eligible to receive a *pro rata* (meaning proportional) portion of the Settlement Fund, based on the total amount of service charges you paid via your insurance services account between June 21, 2016 and May 28, 2020.
- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**DO NOTHING**

If you have an **active** insurance service account with Northwestern Mutual, once the Settlement becomes Final, you will receive a *pro rata* share of the Settlement Fund in the form of a credit to your account, based on the total amount of service charges you paid via your account between June 21, 2016 and May 28, 2020. If you close your insurance service account after May 28, 2020, then you will receive a *pro rata* share of the Settlement Fund in the form of a check issued to you, rather than via a credit to the account.

If you have a **closed** insurance service account with Northwestern Mutual, you must submit a claim to receive a *pro rata* share of the Settlement Fund in the form of a check, based on the total amount of service charges you paid via your account between June 21, 2016 and May 28, 2020. If you have a **closed** insurance account and do nothing, you won't get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

<b>SUBMIT A CLAIM FORM BY NOVEMBER 20, 2020</b>	<p>If you have a <b>closed</b> insurance service account, this is the only way to receive payment.</p> <p>If you have an <b>active</b> insurance service account, you do not need to file a Claim Form. You will automatically receive a <i>pro rata</i> share of the Settlement Fund, as long as you do not exclude yourself from the Settlement.</p>
<b>EXCLUDE YOURSELF FROM THE CLASS BY AUGUST 3, 2020</b>	<p>You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.</p>
<b>OBJECT BY AUGUST 3, 2020</b>	<p>Write to the Court explaining why you don't like the Settlement.</p>
<b>GO TO THE HEARING ON OCTOBER 6, 2020</b>	<p>Ask to speak in Court about your opinion of the Settlement.</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice.

## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Kenneth M. Karas, of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *Russett, et al. v. Northwestern Mutual Life Insurance Company*, Case No. 7:19-cv-07414-KMK. The people who sued are called the Plaintiffs. The Defendant is The Northwestern Mutual Life Insurance Company.

### **2. What is a class action?**

In a class action, one or more people called class representatives (in this case, Elizabeth Russett, Beth Calabrese, and Jan Bullard) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

### **3. What is this lawsuit about?**

This lawsuit claims that Defendant violated New York law by charging its customers an additional fee based on the method by which they chose to pay their monthly premiums. Defendant denies any wrongdoing and denies the Plaintiffs’ allegations. The Court has not determined who is right.

Rather, the Parties have without admitting liability agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

#### **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

### **WHO'S INCLUDED IN THE SETTLEMENT?**

#### **5. How do I know if I am in the Settlement Class?**

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

Persons with a New York mailing address who from June 21, 2016 to and through May 28, 2020 were charged by Defendant an additional rate or fee or a differential in the rate or fee based on the method by which they chose to make payments.

### **THE SETTLEMENT BENEFITS**

#### **6. What does the Settlement provide?**

**Monetary Relief:** A Settlement Fund has been created totaling \$595,000.00. Class Member payments as well as the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees, and awards to the Class Representatives, will come out of this fund (*see* Question 12).

A detailed description of the settlement benefits can be found in the Settlement Agreement.

#### **7. How can I get a payment from the Settlement?**

If you have an **active** insurance service account with Northwestern Mutual, you will automatically receive a *pro rata* share of the Settlement Fund via a credit to your account, so long as you do not request to be excluded from the Settlement Class. If you close your insurance service account after May 28, 2020, then you will receive a *pro rata* share of the Settlement Fund in the form of a check issued to you, rather than via a credit to the account.

If you have a **closed** insurance service account, you must submit a timely and properly completed Claim Form **no later than November 20, 2020**. Claim Forms can be found and submitted on-line or you may have received a Claim Form in the mail as a postcard attached to a summary of this notice. To submit a Claim Form on-line or to request a paper copy, go to [www.InsuranceServiceChargeSettlement.com](http://www.InsuranceServiceChargeSettlement.com) or call toll free, 1-833-928-2554.

## 8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for October 6, 2020. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment within 60 days after the Settlement has been finally approved and/or after any appeals process is complete. Class Members with an **active** insurance services account will receive their payments in the form of a credit to their account. Class members with a **closed** insurance services account will receive their payment in the form of a check, and all checks will expire and become void 180 days after they are issued.

## REMAINING IN THE SETTLEMENT

## 9. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Section 3.2 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

## 10. What happens if I do nothing at all?

If you have an **active** insurance service account with Northwestern Mutual, once the Settlement becomes Final, you will receive a *pro rata* share of the Settlement Fund based on the total amount of service charges you paid via your account between June 21, 2016 and May 28, 2020.

If you have a **closed** insurance service account with Northwestern Mutual, you must submit a claim to receive a *pro rata* share of the Settlement Fund in the form of a check, based on the total amount of service charges you paid via your account between June 21, 2016 and May 28, 2020. If you have a **closed** insurance account and do nothing, you won't get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

## THE LAWYERS REPRESENTING YOU

## 11. Do I have a lawyer in the case?

The Court has appointed Bursor & Fisher, P.A to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

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

Class Counsel attorneys' fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the Class Representatives may be paid up to \$5,000 each from the Settlement Fund.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**13. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must mail or otherwise deliver a written request for exclusion stating that you want to be excluded from the *Russett, et al. v. Northwestern Mutual Life Insurance Company*, Case No. 7:19-cv-07414-KMK settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **August 3, 2020** to:

Insurance Service Charge Settlement  
c/o JND Legal Administration  
P.O. Box 91306  
Seattle, WA 98111

**14. If I don't exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

**15. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, you will not receive a *pro rata* share of the Settlement Fund.

**OBJECTING TO THE SETTLEMENT**

**16. How do I object to the Settlement?**

If you are a Class Member and do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Russett, et al. v. Northwestern Mutual Life Insurance Company*, Case No. 7:19-cv-07414-KMK and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class

action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant’s Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys’ fees by July 20, 2020.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than **August 3, 2020**.

<b>Court</b>	<b>Class Counsel</b>	<b>Defendant’s Counsel</b>
The Honorable Kenneth M. Karas United States District Court for the Southern District of New York 300 Quarropas Street, Room 521 White Plains, NY 10601	Philip L. Fraietta Bursor & Fisher PA 888 Seventh Avenue New York, NY 10019	Brian P. Perryman Faegre Drinker Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, DC 20005

**17. What’s the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing at 10:30 a.m. on October 6, 2020 in Courtroom 521 at the Charles L. Briant United States Federal Building and Courthouse, 300 Quarropas Street, White Plains, NY 10601. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel’s request for attorneys’ fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.InsuranceServiceChargeSettlement.com](http://www.InsuranceServiceChargeSettlement.com) or call 1-833-928-2554. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

**20. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Russett, et al. v. Northwestern Mutual Life Insurance Company*, Case No. 7:19-cv-07414-KMK." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **August 3, 2020**, and be sent to the addresses listed in Question 16.

**GETTING MORE INFORMATION**

**21. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.InsuranceServiceChargeSettlement.com](http://www.InsuranceServiceChargeSettlement.com). You may also write with questions to Insurance Service Charge Settlement, c/o JND Legal Administration, P.O. Box 91306, Seattle, WA 98111. You can call the Settlement Administrator at 1-833-928-2554 or Class Counsel at 1-646-837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.