

EXHIBIT D

SETTLEMENT EXHIBIT D

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA
Richard Behfarin v. Pruco Life Ins. Co., The Prudential Ins. Co. of America and Pruco Life Ins. Co. of New Jersey, Case No. 2:17-cv-05290-MWF-FFM

CLAIMS PROCESS AND SCORING GUIDELINES
FOR INDIVIDUALIZED RELIEF

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In accordance with the Stipulation of Settlement and Release (the “Settlement Agreement”), these Claims Process and Scoring Guidelines (“Guidelines”) describe the process by which the Claims Administrator¹ will determine whether Claims made on Class Policies that lapsed for a final time during the Class Period and were not reinstated and the insured(s) are deceased (the “Lapsed/Deceased Population”) are submitted by Authorized Claimants, and if so, what Score will be applied to each Claim.

As set forth in the Settlement Agreement, the Settlement Class is defined as follows:

All Policyowners of Class Policies and, where all Policyowners and insureds of a Class Policy are deceased, then also any designated beneficiary(ies) of that Class Policy at the time of final lapse.

Class Policies include all individual universal life or variable universal life insurance policies issued by a Defendant as to which Guaranteed Charges were applicable to the calculation of the deficiency and/or reinstatement amount, and which policy either entered into default or lapsed between July 18, 2013 and the date of Preliminary Approval, or which had default cured or was reinstated on or after July 18, 2013 and remains in force on the date of Preliminary Approval.

These Guidelines have been approved by the Court. They can be modified only by written agreement of the Parties, subject to approval by the Special Master.

A. HOW TO SUBMIT A CLAIM

For Class Policies within the Lapsed/Deceased Population, Claims may be submitted by:

- (1) Policyowners of the Class Policy, or
- (2) where all Policyowners of the Class Policy are deceased, then by:
 - (a) an authorized legal representative of the Policyowner’s Estate; or
 - (b) by (a) designated beneficiary(ies) (or an authorized representative of (a) designated beneficiary(ies)) of that Class Policy at the time of final lapse.

¹ Unless otherwise set forth herein, initial capitalized terms have the same definitions as set forth in the Settlement Agreement. In the event of any inconsistency, the provisions of the Settlement Agreement control.

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Claimants may request either Individualized Relief or Basic Relief.

Individualized Relief will consist of a monetary Settlement Payment, the amount of which will be determined by the Guidelines described herein. The Scoring Process is based on an individual analysis and determination of each Claim according to the Guidelines. Basic Relief is a payment of \$250. **Only one form of relief may be requested. No more than one payment will be made with respect to each Class Policy.**

To be eligible for Individualized Relief, a Claimant must timely complete and submit a Claim Form, in the form attached to the Settlement Agreement as Exhibit F, which is also available on the Settlement Website (www.LapsedPolicySettlement.com). A Claimant may also contact the Claims Administrator at [ADDRESS], toll-free at 1-855-915-0909, or by email at info@lapsedpolicysettlement.com to request that a paper copy of the Claim Form be provided by mail. A separate Claim Form must be submitted for each Class Policy.

There are three ways to obtain a Claim Form and submit a Claim for Individualized Relief to the Claims Administrator:

- (1) Complete an online Claim Form available on the Settlement Website at www.LapsedPolicySettlement.com no later than 11:59 p.m. PST, [DATE], or
- (2) Download and print a copy of the Claim Form from the Settlement Website, and then mail the completed Claim Form via U.S. Mail postmarked no later than [DATE] to the address indicated on the Claim Form, or
- (3) Request a copy of the Claim Form from the Claims Administrator, and then mail the completed Claim Form via U.S. Mail postmarked no later than [DATE] to the address indicated on the Claim Form.

A Claim Form will be deemed submitted when posted, if a postmark date on or before [DATE] is indicated on the envelope and mailed First Class, and addressed as indicated on the Claim Form. In all other cases, a Claim Form will be deemed submitted when actually received by the Claims Administrator. Claims postmarked or submitted after [DATE] will not be accepted and Claimants submitting such late forms will not be eligible to receive a Settlement Payment.

Claims will not be deemed filed until Claimant has received an acknowledgement by mail or by email if an email address has been provided. If Claimant does not receive an acknowledgement within [] days, Claimant should call the Claims Administrator toll free at 1-855-915-0909.

Claimants electing to complete the Claim Form online will be required to scan and upload the required supporting documents (as explained further below), and provide an electronic signature.

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B. THE CLAIM FORM

The Claim Form requires that each Claimant provide certain identifying information to facilitate the Claims Administrator's verification of Claim eligibility, including a determination as to whether the Claimant is an Authorized Claimant under the terms of the Settlement Agreement.

To that end, Claimant must provide, with respect to each Class Policy on which a Claim is made, all information requested on the Claim Form. The Claim Form indicates the minimum information required of the Claimant to match the Claimant to a Class Policy, and to verify the Claim.

The Claimant must provide their personal identifying information, and clear indication of the Claimant's connection to the Class Policy.

The following information must be provided regarding all insureds (deceased) on the Class Policy:

- Full name;
- Aliases and/or maiden names used by the insured in the past (if any);
- Date of birth;
- Date of death;
- Last known telephone number (if available);
- Last known address (if available); and
- and Social Security Number (if available).

If the Claimant is not the Policyowner, the following information is requested about the Policyowner(s):

- If the Policyowner was the Insured, the name of any authorized representative of the Policyowner (e.g., an Estate Administrator or Executor);
- If the Policyowner was not the Insured, the full name and address of the Policyowner(s);
- Any known changes to the name of the Policyowner(s) in the last five years;
- Telephone number of the Policyowner(s) (if available);
- Policyowner(s) address (if available);
- The Class Policy number (if available); and
- The full name of any beneficiary(s) on the Class Policy (if available).

All information provided on the Claim Form will be checked by the Claims Administrator against the Class Policy and other Prudential records, as well as other sources such as public

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records. If any submitted information changes, Claimant must notify the Claims Administrator in writing at [ADDRESS] or at info@lapsedpolicysettlement.com.

Failure to provide true and accurate information may result in rejection of the Claim.

In addition, each Claimant must truthfully certify, either individually or jointly with (an)other Claimant(s), that they are entitled to the Settlement Payment related to the Class Policy on which a Claim is made.

Specifically, the Claimant must certify, under penalty of perjury, that the Claimant is or stands in the shoes of the Policyowner of the Class Policy and/or otherwise is entitled to collect a Settlement Payment made with respect to the Class Policy and will distribute such Settlement Payment under law, including making any payments that may be owed to others.

The Claimant must check one of the following boxes on the Claim Form:

- Claimant is the sole Policyowner of the Class Policy at the time of final lapse;
- Claimant is an authorized representative of the sole Policyowner of the Class Policy at the time of final lapse (such as the Administrator or Executor of the Estate of an insured Policyowner);
- Claimant is one of two or more Policyowners of a Class Policy at the time of final lapse;
- Claimant is an authorized representative of one of two or more Policyowners of the Class Policy at the time of final lapse (such as the Administrator or Executor of the Estate);
- Claimant was the sole designated beneficiary of the Class Policy at time of final lapse and the sole Policyowner/Insured is deceased;
- Claimant was one of two or more designated beneficiaries of the Class Policy at time of final lapse and the sole Policyowner/Insured is deceased; or
- Claimant is an authorized representative of a designated beneficiary or beneficiaries of the Class Policy at time of final lapse and the sole Policyowner/Insured is deceased.

C. RULES TO DETERMINE WHO IS AN AUTHORIZED CLAIMANT

The Claims Administrator shall be responsible for verifying the death(s) and Class Policy information. If verified, the Claims Administrator will apply the following rules to determine whether a Claimant is an Authorized Claimant:

- (1). Claims by Policyowners (if alive) or their authorized representatives (if deceased) will have priority in the Settlement Payment: *i.e.*, if an

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Authorized Claim is made on a Class Policy by a Policyowner or their authorized representative, Claims submitted by a beneficiary on that Class Policy will not be approved and Settlement Payment will be made exclusively to the Policyowner. However, pursuant to the terms of the Settlement Agreement, the Court's Final Order and Judgment, and Claimant's certification on the Claim Form, any Authorized Claimant who accepts a Settlement Payment assumes all responsibilities and liabilities associated with distribution of the Settlement Payment under law, including making any payments that may be owed to others.

- (a) If Claimant was the sole Policyowner of a Class Policy at the time of final lapse or an authorized representative thereof, proof of authorization (e.g., for an Estate, a Court Order appointing an Executor) and proof of identity sufficient to satisfy the Claims Administrator will be required. *See* Supporting Documentation, below.
 - (b) If Claimant was one of two or more Policyowners of a Class Policy at the time of final lapse, in addition to proof of authorization and identity as set forth above, such Claimants must further establish: (i) authority to act on the Class Policy by consent from any or all other individuals or entities who were Policyowners at the time of final lapse; or (ii) proof that other Policyowner(s) are deceased or cannot be located.
- (2). Claims by a designated beneficiary on a Class Policy at the time of final lapse will be eligible for Settlement Payment when all Policyowners of that Class Policy are deceased and no claim is made by an authorized representative(s), or a person or entity purporting to be an authorized representative is determined by the Claims Administrator not to be an Authorized Claimant. Pursuant to the terms of the Settlement Agreement, the Court's Final Order and Judgment, and Claimant's certification on the Claim Form, any Authorized Claimant who is a beneficiary and who accepts a Settlement Payment assumes any and all obligations and responsibility for distribution of the Settlement Payment as may be required by law.
- (a) If Claimant was the sole designated beneficiary of a Class Policy at the time of final lapse, and the sole Policyowner is the now-deceased insured on the Class Policy, Claimant's

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proof of identity sufficient to satisfy the Claims Administrator will be required.

- (b) If Claimant was one of two or more designated beneficiaries of a Class Policy at the time of final lapse, in addition to proof of identity, such Claimants must further establish: (i) authority to act on the Class Policy by consent from any or all other individuals or entities who were designated beneficiaries at the time of final lapse; or (ii) proof that other designated beneficiary(ies) are deceased or cannot be located.
- (c) If a Claim is made by a Policyowner or a Court-recognized representative thereof, and a Claim also is made on the same Class Policy by a designated beneficiary at the time of final lapse, the designated beneficiary Claimant will be notified that a Policyowner Claim was made and that the Settlement directs payment to the Policyowner.
- (d) If Claims are made with respect to a Class Policy by two or more Claimants who assert that they are the designated beneficiaries at the time of final lapse, the Claims Administrator will review Prudential Records to determine the designated beneficiary.

D. SUPPORTING DOCUMENTATION OF IDENTITY AND DEATH OF INSURED(S)

Claimant must provide proof of identity to establish interest in the Class Policy. Proof of identity may include a copy of a current valid passport, naturalization certificate, driver's license, military ID card or other current government-issued identification. If a Claimant has changed his or her name such that it no longer matches the name of the Policyowner listed on the Class Policy, Claimant must also provide a certified copy of the applicable name change document, such as a marriage certificate, divorce decree, or court order. The Claims Administrator will cross-reference Claimant's proof of identity against available written Prudential records for all Class Policies ("Prudential Records," as further defined below) to verify that the Claimant is the Policyowner of the Class Policy and/or otherwise entitled to collect a Settlement Payment.

If Claimant is an authorized representative of a Policyowner or designated beneficiary, such as the Executor, Administrator, or other person with legal authority to act on another's behalf, Claimant must provide a copy of the legal document(s) conferring on Claimant the authority to act on behalf of the Policyowner or designated beneficiary. Acceptable documents include

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copies of executed trust agreements, wills, guardianship or conservatorship papers, power of attorney forms, or court orders appointing the Claimant as Executor, Administrator, Trustee, Guardian, or Conservator.

Where more than one person or entity has an ownership interest or right in a Class Policy, all persons claiming such an interest or right in such Policy must act jointly in exercising any right (including any right to exclude him or herself from the Class or to object to this Settlement) created under the Settlement Agreement. Accordingly, Claimant must provide either: (i) notarized copies of signatures granting Claimant permission to obtain the Settlement Payment; or (ii) proof that other Policyowner(s) or designated beneficiaries are deceased or cannot be located (in accordance with the proof of death requirements set forth below). However, pursuant to the terms of the Settlement Agreement, the Court's Final Order and Judgment, and Claimant's certification on the Claim Form, the Claimant assumes all responsibilities and liabilities associated with distribution of the Settlement Payment under law, including making any payments that may be owed to others, as set forth above.

Claimant must also provide due proof of death and the verified date of death of all insureds on the Class Policy.

Proof of death of an insured must be in the form of a certified copy of the insured's death certificate. This can be secured from the Bureau of Vital Statistics or Department of Health for the city, county, or state in which the death occurred. If the death occurred outside the United States, proof of death can be either in the form of a certified copy of the public record of death from that country, or a report of death by a United States consul or agent of the State Department bearing the official seal.

If there have been any changes to the name of the insured such that the name listed on the death certificate is not identical to that on the Class Policy, Claimant must provide a certified copy of the applicable name change document, such as a marriage certificate, divorce decree, or court order.

The Claims Administrator will cross-reference Claimant's proof of death of insured against Prudential Records and public records to verify that the decedent is the Class Policy's insured.

So that the Claims Administrator may utilize Prudential Records to process and score each Claim, the Claimant must execute as part of the Claim Form the Authorization to Release Information authorizing any insurance company, producer, and/or the Medical Information Bureau, Inc. to give their and/or the insured's private personal, health, policy and/or financial information to the Claims Administrator, Prudential and/or its authorized agents. Documents submitted to the Claims Administrator in support of a Claim will not be returned to Claimant.

If the Claim Form is incomplete or missing supporting documentation, the Claims Administrator will notify Claimant in writing at the address provided on the Claim Form. The

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notification will set forth the deficiencies in the submitted Claim Form, and will provide an opportunity for the Claimant to cure those deficiencies within fifteen (15) business days from the date of the notice.

If Claimant fails to properly complete the Claim Form and provide the necessary supporting documentation, the Claims Administrator will not be required to determine whether a Claimant is an Authorized Claimant and no Settlement Payment will be made.

If the Claims Administrator determines that Claimant is not a Settlement Class Member, Claimant may not, directly or indirectly, participate in the Settlement and any Claim Form submitted by Claimant or on Claimant's behalf will not be accepted.

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E. MATERIALS TO BE CONSIDERED BY CLASS ADMINISTRATOR IN SCORING CLAIMS

If a Claimant is determined to be an Authorized Claimant, the Claims Administrator will proceed to Score the Claim.

In addition to the Claim Form and the specific required supporting documents, Scoring by the Claims Administrator will be based exclusively on Prudential Records and data for all Class Policies, subject to the final paragraph of this section. **Prudential Records** will include:

- (1) **Service Ability Notes (“SA Notes”)**: records of phone calls and communications between a Policyowner (and/or the Policyowner’s authorized representative) and Prudential’s customer service representative(s).
- (2) **eDocs**: systematically generated correspondence, including statements and routine notices related to the policy.
- (3) **Prudential Image and Workflow Desktop (“PIWD”) Files**: a combination of internal Prudential files, policy documents, and correspondence, including applications for insurance.
- (4) **Prudential Data**: Prudential data enumerated below will be provided for all Class Policies as to which an Authorized Claim has been submitted (together, “Prudential Data”):
 - (a) Product name or type;
 - (b) Class Policy issuance date;
 - (c) Total face amount at time of final lapse;
 - (d) Default date;
 - (e) Default category (i.e. whether there was a Secondary Guarantee on the Class Policy);
 - (f) The requested amount to cure default;
 - (g) The deficiency amount if calculated based on Current Charges;
 - (h) The number of months that the requested deficiency and/or lapse amount would have carried the Class Policy;
 - (i) The reinstatement amount requested (if applicable);
 - (j) The reinstatement amount if calculated based on Current Charges;

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- (k) The number of months that the requested reinstatement amount and/or lapse amount would have carried the Class Policy;
- (l) The date of final lapse;
- (m) Loan and/or withdrawal amounts at time of final lapse; and
- (n) The percentage of the face amount that had been taken out by loans and/or withdrawals.

As set forth in the Settlement Agreement, Prudential will provide Prudential Records to the Claims Administrator in the manner that they are maintained by Prudential in its regular course of business.

All materials and data held by the Claims Administrator regarding Policyowners, Class Policies and/or the Settlement Class shall be strictly confidential and not subject to publication or disclosure by the Claims Administrator. No person other than the Parties, their attorneys (including their consultants and experts who are bound by a Protective Order in the Action), the Claims Administrator, the Special Master and the Court shall be permitted to obtain or review any Claim Form, or any decision of the Claims Administrator with respect to accepting or rejecting any Claim, except as provided for herein or upon Court Order for good cause shown.

If, after evaluation of Prudential Records and Prudential Data in conjunction with the Scoring Factors (described further below), the Claims Administrator determines that the written record is indeterminate and that additional information is necessary in order to score the Claim, the Claims Administrator may request that Prudential provide recordings of any telephone calls with the Policyowner, any representative of the Policyowner, or a beneficiary in Prudential's records made during the period of time beginning ninety (90) days prior to the date of the default that led to the final lapse of the Class Policy and ending ninety (90) days after the date of final lapse. The Claims Administrator may request the recordings if and only if the Claims Administrator determines that the written record is not sufficiently clear for purposes of application of the Scoring Factors and that audio call recordings (in addition to the available notes of conversations, which appear in each file where relevant) could provide important additional guidance in applying the Scoring Factors.

The written record may be supplemented only if a Claimant submits, and certifies to the authenticity, of a contemporaneous written record, made during the period commencing with final lapse of the Class Policy and ending ninety (90) days after the date of final lapse, evidencing a formal application made by the Policyholder on a Prudential form to reinstate the Class Policy. The Claims Administrator may require independent verification of its genuineness, and the Claimant submitting it shall pay \$500 to defray extra costs which shall be refunded if the submission increases the score assigned to the Policy

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F. THE NUMERICAL SCORES

The Individual Relief provided by the Settlement is different depending on the circumstances of each Class Policy. **Not all Class Policies were affected by the conduct alleged in the Action, and different Class Policies were affected differently.** Authorized Claims will be scored based upon a four-tiered, 3-2-1-0 scale, as described in detail below:

Score 3: A Score of “3” will be assigned if review of the documentation, data, and evaluation of the identified factors results in a showing of a clear link between a request from Prudential to pay an amount in excess of three months of premium at Current Charges and lapse or failure to reinstate. This will include Claims that otherwise meet this standard and where reinstatement was denied because of medical reasons.

Score 2: A Score of “2” will be assigned if review of the documentation, data, and evaluation of the identified factors results in a conclusion that no decisive evidence exists, but the evaluation of factors tends to support, on balance, that a significant reason for lapse or failure to reinstate was because the amount requested by Prudential exceeded three months of premium at Current Charges. In addition, in the absence of evidence that leads to an automatic Score of 0 or 3, if the Policyowner initiated communications with Prudential within ninety (90) days of final default, and such communications are inconclusive but suggest a complaint about the amount requested to cure default or reinstate, and no other evidence exists, the Claim is assigned a Score of “2”.

Score 1: A Score of “1” will be assigned if review of the documentation, data and evaluation of the identified factors results in a conclusion that no decisive evidence exists, but the evaluation of factors tends to support, on balance, a decision deeming that an amount requested from Prudential to pay an amount in excess of three months of premium at Current Charges was not a significant reason for lapse or failure to reinstate. If there is no evidence whatsoever in the file or data relevant to any factor, a Score of “1” is assigned.

Score 0: A Score of “0” will be assigned if review of the documentation, data and evaluation of the identified factors results in a decision that the Policyowner was not subjected to a request from Prudential to pay an amount to cure default or reinstate in excess of three months of premium at Current Charges, or, there is clear evidence that the Class Policy lapsed or was not reinstated for reasons unrelated to the amount requested.

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G. SCORING FACTORS TO BE CONSIDERED IN ASSIGNING THE SCORE

In scoring each Authorized Claim, the Claims Administrator will consider and apply the following Scoring Factors and rules.

- If Prudential Records reflect a documented statement or complaint regarding the out-of-pocket amount requested to either cure the default or reinstate the Class Policy as the reason for lapse, an automatic Score of “3” is assigned.
- If Prudential Records and/or Prudential Data reflect that the Policyowner attempted to cure the default or reinstate the Class Policy with premium payments based on Current Charges and the attempt to cure or reinstate was denied for insufficiency of payment at Current Charges, an automatic Score of “3” is assigned.
- If Prudential Records reflect the Policyowner initiated communications with Prudential within ninety (90) days of final default and such communications are inconclusive but suggest a complaint about the amount requested to cure or reinstate, AND no other evidence exists that leads to an automatic Score of “0” or “3”, an automatic Score of “2” is assigned.
- In the absence of evidence that would otherwise result in a Score of “3”, if Prudential Records and/or Prudential Data reflect that loans and/or withdrawals of the Class Policy’s cash value prior to lapse are at or in excess of 60%, but less than 75%, AND there was no payment of loan interest or loan principal within 12 months prior to lapse, an automatic Score of “1” is assigned.
- If Prudential Records reflect that the Policyowner requested surrender of the Class Policy within one hundred twenty (120) days prior to default or lapse notice, an automatic Score of “0” is assigned.
- If Prudential Records reflect the Policyowner’s clear intent to allow the Class Policy to lapse and/or the Policyowner’s clear intent to abandon or otherwise terminate the Class Policy, an automatic Score of “0” is assigned. Examples of such clear intent include, but are not limited to (prior to a request by Prudential, if any, for payment of more than three months’ premium), asking if cancellation paperwork needs to be sent in, indicating an intent to invest elsewhere, indicating a wish to withdraw the Cash Value of the contract and abandon insurance, or asking how long coverage would last in the absence of paying any more premiums.

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- If Prudential Records and/or Prudential Data reflect all four of the following factors, an automatic Score of “0” is assigned: (i) the Class Policy’s face value was at least \$250,000; (ii) the requested amount to cure the default was based on a Secondary Guarantee; (iii) the requested amount to cure the default would provide coverage for a period of no more than three months at Current Charges; and (iv) there is no evidence in Prudential Records that a reinstatement amount was requested or provided.
- If Prudential Records and/or Prudential Data reflect that Prudential requested payment at or below Current Charges in order to cure default or reinstate after lapse, an automatic Score of “0” is assigned.
- In the absence of evidence that would otherwise result in a Score of “3”, and Prudential Records and/or Prudential Data reflect that 75% or more of the Class Policy’s cash value was taken in loans and/or withdrawals prior to default, an automatic Score of “0” is assigned.
- If Prudential Records and/or Prudential Data reflect that the amounts requested to cure default or reinstate the Class Policy after lapse would carry the Class Policy for a period of less than or equal to 3.5 months at Current Charges, an automatic Score of “0” is assigned.
- If Prudential Records reflect that, prior to default, the Policyowner or Insured obtained other insurance to replace the Class Policy, an automatic Score of “0” is assigned.
- If Prudential Records reflect that an Investor owned the Class Policy at the time of default and/or lapse, an automatic Score of “0” is assigned.
- Prudential Records and/or Prudential Data that reflect that the requested amounts to cure the default AND to reinstate the Class Policy would carry the Class Policy for a period of more than 3.5 months but less than 4 months may result in a lower score.

H. CLAIMS SCORING PROCEDURE

For each Authorized Claim where a timely, completed Claim Form is submitted by an Authorized Claimant, the Claims Administrator will have two separate scorers review the Claim, apply the Scoring Factors and assign a Score. If the two individual scorers agree on the Score, that becomes the Final Score. If the two scorers do not agree, the Claim will be sent to a

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third scorer at the Claims Administrator (without the scores of the two prior reviewers) who will review Prudential Records and Prudential Data and will assign a Score which will stand as the Final Score, absent Limited Appeal described below.

I. NOTICE OF SCORE

The Claims Administrator will notify the Authorized Claimant of the Score by way of letter sent via U.S. Mail and if an address is available, by e-mail, and, if applicable, will further notify the Authorized Claimant that the Score was determined by way of resort to a third scorer (hereinafter "Notice of Score"). Claimant will not receive an analysis or the specific reasons for the Scores they received.

J. POTENTIAL FOR LIMITED APPEAL TO SPECIAL MASTER AT CLAIMANT'S EXPENSE

An Authorized Claimant may not appeal a Final Score unless the Final Score was determined by a third scorer. No other person or entity including, but not limited to, any Defendant or Class Counsel may appeal a Final Score.

Limited Appeals can be taken within ten (10) days of receipt of the Final Score. To file a Limited Appeal, the Authorized Claimant will be provided instruction regarding how to send a letter indicating that he or she wishes to appeal the Score. The letter shall be accompanied by the Class Policy number, a **check in the amount of \$1,000 made payable to "JAMS" and sent to the following address:**

JAMS
Two Embarcadero Center
Suite 1500
San Francisco, CA 94111

In reviewing the appeal, the Special Master will review all records obtained by the Claims Administrator relating to the Claim, including recordings of telephone calls where they were requested by the Claims Administrator. The Special Master will not be provided with the Claims Administrator's recommended Final Score. Rather, the Special Master will perform an independent review, utilizing the same Scoring Factors set forth herein for the Claims Administrator.

The Special Master will notify the Claimant of the Final Score by written notification sent via U.S. Mail. The determination of the Special Master shall be final and not subject to any further appeal.

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Neither a Claimant nor any Party have any right of recourse to the Court for purposes of challenging any Final Score applied by the Claims Administrator or Special Master.

K. SETTLEMENT PAYMENTS TO AUTHORIZED CLAIMANTS

The Settlement Payment to Authorized Claimants will be predicated upon the Final Score as assigned to the Claim by the Claims Administrator or, if applicable, the Special Master. The Settlement Payment will be paid in accordance with the Settlement Agreement, as follows:

Final Score 3. For a Final Score of “3”, the Settlement Payment will be equal to 75% of the death benefit amount of the subject Class Policy as of the date of death, reduced by 75% of the amount the Policyowner would have been required to pay to reinstate the Class Policy and keep the policy in force from the date of final lapse to the date of death (calculated using Current Rates and Charges), plus interest at 3% on that payment to be paid from date of death to the date the Settlement Payment is made.

Final Score 2. For a Final Score of “2”, the Settlement Payment will be equal to 55% of the death benefit amount of the subject Class Policy as of the date of death, reduced by 55% of the amount the Policyowner would have been required to pay to reinstate the Class Policy and keep the policy in force from the date of final lapse to the date of death (calculated using Current Rates and Charges), plus interest at 3% on that payment to be paid from date of death to the date the Settlement Payment is made.

Final Score 1. For a Final Score of “1”, the Settlement Payment will be equal to 5% of the death benefit amount of the subject Class Policy as of the date of death, reduced by 5% of the amount the Policyowner would have been required to pay to reinstate the Class Policy and keep the policy in force from the date of final lapse to the date of death (calculated using Current Rates and Charges), plus interest at 3% on that payment to be paid from date of death to the date the Settlement Payment is made.

Final Score 0. For a Final Score of “0”, Basic Relief (\$250) will be paid.

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L. SETTLEMENT PAYMENT TIMING

All Settlement Payments will be calculated after Final Scores have been applied to all Claimants, and after all Limited Appeals are finally adjudicated by the Special Master, as set forth by the Settlement Agreement:

- (1) Within ten (10) days of the date on which all Claims received a Final Score, the Claims Administrator will provide to Prudential the list of Authorized Claimants including the policy number for each Class Policy and the Final Score applied to each Claim.
- (2) For each Claim that receives a Final Score of “3”, “2” or “1”, Prudential will calculate the death benefit and the minimum premium payment (calculated using Current Rates and Charges) on the Class Policy that would have been required to reinstate the Class Policy and have it stayed in force from time of final lapse to the date of death, and within ten (10) business days, provide the results to the Claims Administrator.
- (3) Based upon the Final Score, and within ten (10) days of receiving the calculations provided by Prudential set forth in the above subparagraph (b), the Claims Administrator will determine the Settlement Payment including interest and inform Prudential of the amount required in the Escrow Account to fund all Settlement Payments.
- (4) Within ten (10) business days following receipt of notice from the Claims Administrator of the amount required in the Escrow Account to fund all Settlement Payments, Prudential shall cause sufficient monies to be paid into that account.
- (5) Settlement Payments will not be issued to Authorized Claimants unless and until the Settlement becomes Final. Once the Settlement becomes Final, the Claims Administrator shall issue checks for the Settlement Payments as promptly as possible, but in no more than sixty (60) days following the Settlement becoming Final.
- (6) The Claims Administrator shall perform an address trace for any undeliverable check following receipt of any undeliverable check, and shall re-send the check within sixty (60) days if a different address is found. If a check for a Settlement Payment mailed to an Authorized Claimant and not returned as undeliverable is not cashed within one hundred eighty (180) calendar days, the funds shall revert back to the

SETTLEMENT EXHIBIT D

Escrow Account. The checks and any cover correspondence shall recite that the Claimant must cash the check within one hundred eighty (180) days, or that the check is only valid for one hundred eighty (180) days.

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