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12 Attorneys for Defendants
13 PRUCO LIFE INSURANCE COMPANY,
THE PRUDENTIAL INSURANCE
14 COMPANY OF AMERICA and PRUCO
LIFE INSURANCE COMPANY OF NEW
15 JERSEY

16 [Additional Counsel for the Parties Listed on
17 Signature Page]

18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA
20 WESTERN DIVISION

21
22 RICHARD BEHFARIN, individually
and on behalf of a class of similarly
23 situated individuals,

24 Plaintiff,

25 v.

26 PRUCO LIFE INSURANCE
COMPANY, et. al.,

27 Defendants.
28

No. 2:17-cv-05290-MWF-FFM

**STIPULATION TO EXTEND OR
MODIFY CERTAIN
SETTLEMENT AGREEMENT
DEADLINES**

1 Pursuant to Civil Local Rule 7-1, Plaintiff Richard Behfarin and
2 Defendants Pruco Life Insurance Company, The Prudential Insurance Company of
3 America and Pruco Life Insurance Company of New Jersey (Plaintiff and
4 Defendants are collectively referred to herein as the “Parties”), through their
5 undersigned counsel, stipulate and agree as follows:

6 WHEREAS, on October 11, 2019, the Stipulation of Settlement and
7 Release (“Settlement Agreement”) in this class action was filed (ECF No. 74-1),
8 which this Court preliminarily approved on November 26, 2019 (ECF No. 87) (the
9 “Preliminary Approval Order”);

10 WHEREAS, on March 20, 2020, pursuant to the stipulation of the Parties
11 (ECF No. 100), the Court extended the deadline for Settlement Class Members to
12 file claims from March 31, 2020 until April 21, 2020 (“Claims Deadline”) (ECF
13 No. 101); and

14 WHEREAS, the Parties have reviewed the Settlement Agreement and
15 related exhibits, and have agreed that certain other dates/deadlines need to be
16 established or modified to conform to the extension of the Claims Deadline.
17 Specifically, the Parties stipulate and agree that:

18 (1) Section VIII.H of the Settlement Agreement is modified to provide that
19 the audit of the Scoring Process shall commence no later than thirty (30) days
20 following the latter of Final Approval or the Claims Deadline, instead of within
21 thirty (30) days of the commencement of the Scoring Process.

22 (2) Exhibits C and D of the Settlement Agreement are modified to provide
23 that the Claims Administrator shall complete review of the respective claims
24 submitted by Settlement Class Members in the Lapsed/Deceased and Lapsed/Alive
25 Populations within the latter of one hundred and twenty (120) days after the
26 Settlement becomes Final or the Claims Deadline, subject to (a) Claimants’
27 correction of any delinquencies, and (b) the completion of any Limited Appeal,
28 which may extend this time period.

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(3) Exhibit C of the Settlement Agreement is modified to provide that the Claims Administrator shall commence the process of sending notification letters regarding Reinstatement Relief commencing no later than forty-five (45) days after the Settlement becoming Final or forty-five (45) days after the Claims Deadline, instead of commencing ten (10) days after the Settlement becomes Final.

(4) Section III.C.8 and Exhibit D of the Settlement Agreement are modified to provide that the Claims Administrator shall issue checks to Settlement Class Members as promptly as possible, but no more than sixty (60) days following the Claims Administrator’s completion of calculations of Settlement Payments for individual Authorized Claimants, instead of no more than sixty (60) days following the Settlement becoming Final.

IT IS SO STIPULATED.

Dated: April 2, 2020

ENGSTROM LIPSCOMB AND LACK
LAW OFFICE OF ROBERT B.
MOBASERRI, PC

By /s/ Steven C. Shuman
Walter J. Lack
Steven C. Shuman
Robert B. Mobasseri

Attorneys for Plaintiff
RICHARD BEHFARIN

1 Dated: April 2, 2020

DENTONS US LLP

2
3 By: /s/Steven H. Frankel

4 Steven H. Frankel
5 Laura L. Geist

6 Attorneys for Defendants
7 PRUCO LIFE INSURANCE COMPANY,
8 THE PRUDENTIAL INSURANCE
9 COMPANY OF AMERICA and PRUCO
10 LIFE INSURANCE COMPANY OF NEW
11 JERSEY

12 **CERTIFICATION**

13 Pursuant to Civil Local Rule 5-4.3.4(a)(2)(i), Steven H. Frankel, the ECF
14 User whose identification and password are being used to file the foregoing,
15 STIPULATION TO EXTEND CERTAIN SETTLEMENT AGREEMENT
16 DEADLINES attests that all other signatories listed, and on whose behalf the filing
17 is submitted, concur in the filing's content and have authorized the filing.

18 Dated: April 2, 2020

/s/ Steven H. Frankel
Steven H. Frankel