

NICHOLAS & TOMASEVIC, LLP

Craig M. Nicholas (SBN 178444)

Alex Tomasevic (SBN 245598)

225 Broadway, 19th Floor

San Diego, California 92101

Tel: (619) 325-0492

Fax: (619) 325-0496

Email: cnicholas@nicholaslaw.org

Email: atomasevic@nicholaslaw.org

WINTERS & ASSOCIATES

Jack B. Winters, Jr. (SBN 82998)

Georg M. Capielo (SBN 245491)

Sarah Ball (SBN 292337)

8489 La Mesa Boulevard

La Mesa, California 91942

Tel: (619) 234-9000

Fax: (619) 750-0413

Email: jackbwinters@earthlink.net

Email: gcapielo@einsurelaw.com

Email: sball@einsurelaw.com

Attorneys for Plaintiff SUSAN A. PITT,
Individually, as Successor-In-Interest to MICHAEL A.
PITT, Decedent, on Behalf of the Estate of
MICHAEL A. PITT, and on Behalf of the Class

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SUSAN A. PITT, Individually, as
Successor-In-Interest to MICHAEL A.
PITT, Decedent, on Behalf of the Estate
of MICHAEL A. PITT, and on Behalf
of the Class,

Plaintiff,

vs.

GENERAL AMERICAN LIFE
INSURANCE COMPANY, a Missouri
Corporation; METROPOLITAN
TOWER LIFE INSURANCE
COMPANY, a Delaware Corporation;
and METLIFE GROUP, INC., a New
York Corporation

Defendants.

Case No.:

COMPLAINT FOR:

- (1) DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF;**
- (2) BREACH OF CONTRACT;**
- (3) BAD FAITH;**
- (4) VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, et. seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff SUSAN A. PITT, Individually, as Successor-In-Interest to
2 MICHAEL A. PITT, Decedent, on Behalf of the Estate of MICHAEL A. PITT, and
3 on Behalf of the Class, make the following allegations against Defendants
4 GENERAL AMERICAN LIFE INSURANCE COMPANY, a Missouri Corporation
5 (“GALIC”); METROPOLITAN TOWER LIFE INSURANCE COMPANY, a
6 Delaware Corporation (“TOWER”) and METLIFE GROUP, INC., a New York
7 Corporation (“METLIFE”) (collectively, “Defendants”) as follows:

8 **I. NATURE OF THE CASE**

9 1. Defendants refuse to comply with mandatory provisions of the
10 California Insurance Code as well as California common law regulating the lapse
11 and termination of life insurance policies.

12 2. Since January 1, 2013, Defendants have systematically and purposely
13 failed to provide certain classes of policy owners proper notices of pending lapse or
14 termination. Defendants have refused to provide required grace periods. They have
15 also failed to notify thousands of policy owners of their right to designate someone
16 to receive critical notices and information regarding life insurance, despite being
17 required to do so on an annual basis. All of these important safeguards are required
18 by, among other sources, California Insurance Code Sections 10113.71 and
19 10113.72.¹

20 3. As a result, Defendants have failed to properly evaluate and pay claims
21 to beneficiaries for policies improperly lapsed or terminated. Indeed, thousands of
22 policy owners have lost the benefit, value and security of their life insurance, have
23 been forced into unnecessary reinstatements, and in many instances have lost all
24 reasonable access to any insurance at all. Ultimately, Defendants have robbed
25 thousands of their beneficiaries of policy benefits. Moreover, since January 1, 2013,

26
27 ¹ Unless otherwise stated, all references to “Section 10113.71” and/or “10113.72”
28 refer to California Insurance Code Sections 10113.71 and/or 10113.72.
Sometimes these will be collectively referred to as the “Statutes.”

1 Defendants have become aware of their previous failures and have failed to take
2 corrective action.

3 4. These mandates of California law and the California Insurance Code
4 were put into place to protect Californians and others, primarily seniors and the ill.
5 These Statutes were designed to prevent or lessen the possibility of unintended or
6 uninformed loss of valuable and necessary life insurance for just one missed
7 payment. The Statutes were written to codify existing law regarding lapse and
8 termination of life insurance, requirements requiring strict compliance with
9 applicable law and policy provisions before termination of coverage is effective.
10 The Statutes were also intended to standardize the procedures used in all life
11 insurance when a policyholder fails to make a premium payment and when an
12 insurer attempts to apply provisions of the policy that allow for lapse and
13 termination. These rules are also consistent with the strong public policy of the
14 State to give all policy owners and insured mechanisms to allow for secondary
15 notices of lapse and termination.

16 5. These Statutes were also designed specifically to deal with the unique
17 nature of life insurance. When a potential claim for benefits arises, the policy
18 owner and party responsible for payment of premiums is often the insured, and due
19 to their death, is no longer available to explain the circumstances related to any
20 potential lapse or termination of coverage. The Legislature also recognized that the
21 beneficiary is often unaware of the circumstances related to any lapse of coverage.
22 Rather, the insurer is fully in control of the documentation and requirements for
23 termination of coverage. As such, California requires strict compliance with all
24 statutory and contractual provisions governing termination of an otherwise in-force
25 policy regardless of the nonpayment of premium.

26 6. Plaintiff is a victim of Defendants' failures. She and her decedent's
27 Estate bring this action to recover for the injuries and damages suffered resulting
28 from these violations not only in their individual capacities, but also on behalf of

1 numerous California policyholders and beneficiaries who have also been denied the
2 benefits of California law. In addition to an award of policy benefits, Plaintiff also
3 requests injunctive relief intended to ensure Defendants' future compliance with
4 these important consumer safeguards and to the greatest extent possible rectify or
5 cure the effects of past failure to comply.

6 **II. PARTIES**

7 7. Plaintiff SUSAN A. PITT is an individual and widow of Plaintiff's
8 Decedent MICHAEL A. PITT. Plaintiff is and has been a resident of California
9 since 2014.

10 8. MICHAEL A. PITT was Susan's husband. He died in California on
11 May 23, 2018. At the time of his death and at all times relevant herein, Mr. PITT
12 was a California resident.

13 9. Plaintiff pursues these claims and causes of action individually, on her
14 own behalf as the sole beneficiary of the subject Policy; as Executor of the Estate of
15 MICHAEL A. PITT, pursuant to California Code of Civil Procedure Sections
16 377.30, *et seq.*; as Decedent's successor-in-interest, in compliance with California
17 Code of Civil Procedure Section 377.32; and as the Class representative. Filed
18 herewith and incorporated hereto by this reference is Plaintiff's Declaration
19 pursuant to California Code of Civil Procedure Section 377.32. Plaintiff pursues
20 these claims to the extent they are not held by Mr. PITT. For purposes of this
21 litigation, the Estate of MICHAEL A. PITT is considered a citizen of the state of
22 California. In each of these capacities, Ms. SUSAN A. PITT also pursues these
23 claims on behalf of all others similarly situated as against Defendants herein.

24 10. Defendant GALIC is a Missouri Corporation. GALIC is licensed to
25 conduct business and does business throughout the State. GALIC is a wholly-
26 owned subsidiary of defendant METLIFE.

27 11. Defendant TOWER is a Delaware Corporation, engaged in business
28 involving the sale and administration of life insurance. TOWER is licensed to

1 conduct business and does business throughout the state of California. Plaintiff is
2 informed and believes that TOWER at some time prior to the filing of this action
3 merged with, absorbed, or otherwise assumed responsibility for Policies sold by
4 GALIC, including the Policy sold to Mr. PITT. Plaintiff is informed and believes
5 that GALIC may be sharing and utilizing TOWER's license to continue to do
6 business in the State of California.

7 12. Defendant METLIFE is a New York Corporation, doing business and
8 transacting the business of insurance throughout the State of California and is,
9 amongst other things, an insurance holding company which owns and controls
10 insurance companies, including GALIC, TOWER, as well as those companies
11 hereinafter described as "Affiliated Companies." GALIC, TOWER, and the
12 "Affiliated Companies" include those life insurance companies doing business in
13 the State of California as part of NAIC GROUP #0241, which are involved in the
14 sale, issuance, and delivery of life insurance products and policies in the state of
15 California. At all times relevant herein, METLIFE manages, owns and controls
16 how GALIC and TOWER as well as the Affiliated Companies apply California
17 regulatory laws and authority, including the California Insurance Code, relating to
18 life insurance governed by the laws of California. At all times herein METLIFE is
19 governed by the laws and regulations of the State of California regarding its
20 ownership, supervision, and administration of GALIC, TOWER and the Affiliated
21 Companies.

22 13. Plaintiff is informed and believes and on that basis alleges that, now
23 and at all times herein mentioned, each Defendant was and is the agent, employee,
24 employer, servant, representative, partner, and/or co-venturer of each of the other
25 Defendants and was acting and is acting within the scope of such authority and
26 relationship and with the knowledge, approval, consent, and ratification of the other
27 Defendants, as applicable as to each of the transactions, events, or other matters
28 described here.

1 such notice, as well as any person having any interest in the policy. Cal. Ins. Code
2 § 10113.72(c). The insurance company also has to, on an annual basis, notify the
3 policy owner of his or her right to designate other notice recipients.

4 18. Section 10113.71, as enacted, reads as follows:

5 **§ 10113.71 Grace Period; Notice of pending lapse and**
6 **termination of policy; Mailing requirement**

7 (a) Every life insurance policy issued or delivered in this
8 state shall contain a provision for a grace period of not less than
9 60 days from the premium due date. The 60-day grace period
shall not run concurrently with the period of paid coverage. The
provision shall provide that the policy shall remain in force
during the grace period.

10 (b) (1) A notice of pending lapse and termination of a life
11 insurance policy shall not be effective unless mailed by the
12 insurer to the named policy owner, a designee named pursuant
13 to Section 10113.72 for an individual life insurance policy, and
14 a known assignee or other person having an interest in the
individual life insurance policy, at least 30 days prior to the
effective date of termination if termination is for nonpayment of
premium.

15 (2) This subdivision shall not apply to nonrenewal.

16 (3) Notice shall be given to the policy owner and to the
17 designee by first-class United States mail within 30 days after a
18 premium is due and unpaid. However, notices made to
19 assignees pursuant to this section may be done electronically
with the consent of the assignee.

20 (c) For purposes of this section, a life insurance policy
21 includes, but is not limited to, an individual life insurance
22 policy and a group life insurance policy, except where
23 otherwise provided.

24 Next, Section 10113.72 states:

25 **§ 10113.72 Right to designate person to receive notice**
26 **of lapse or termination of policy for nonpayment of**
27 **premium; Right to change designation; Notice of lapse or**
28 **termination**

(a) An individual life insurance policy shall not be issued
or delivered in this state until the applicant has been given the
right to designate at least one person, in addition to the
applicant, to receive notice of lapse or termination of a policy
for nonpayment of premium. The insurer shall provide each
applicant with a form to make the designation. That form shall
provide the opportunity for the applicant to submit the name,
address, and telephone number of at least one person, in

1 addition to the applicant, who is to receive notice of lapse or
2 termination of the policy for nonpayment of premium.

3 (b) The insurer shall notify the policy owner annually of
4 the right to change the written designation or designate one or
5 more persons. The policy owner may change the designation
6 more often if he or she chooses to do so.

7 (c) No individual life insurance policy shall lapse or be
8 terminated for nonpayment of premium unless the insurer, at
9 least 30 days prior to the effective date of the lapse or
10 termination, gives notice to the policy owner and to the person
11 or persons designated pursuant to subdivision (a), at the address
12 provided by the policy owner for purposes of receiving notice
13 of lapse or termination. Notice shall be given by first-class
14 United States mail within 30 days after a premium is due and
15 unpaid.

16 19. These Statutes are regulatory in nature and contain no grandfather
17 provisions limiting the application of the statutes only to policies issued or
18 delivered after January 1, 2013. These provisions were intended to standardize the
19 procedures and notices utilized by life insurers to terminate policies. The Statutes
20 further codified long-standing California law and policy regarding the State's desire
21 to protect policyholders and beneficiaries from loss of insurance resulting from the
22 failure, e.g., to pay a single premium after years of timely payments. These
23 provisions, individually and collectively, were intended to apply to policies in force
24 as of January 1, 2013 and thereafter, including those policies that would come
25 within the jurisdiction of the State and regardless of the date of any original
26 issuance.

27 20. Importantly, the Statutes expressly provided that no individual life
28 insurance policy would lapse or terminate for "nonpayment of premium" unless
there was compliance with all the mandated provisions set forth in the Statutes.
California law requiring strict compliance does not relieve or excuse a
policyholder's obligation for the payment of premium, but rather mandates that
until such notices and procedures are followed, the policy does not lapse, does not

1 terminate, and remains in force. The Statutes also do not include any language or
2 indication that substantial compliance with the requirements is adequate.

3 21. The principal supporters of the legislation were groups representing the
4 interests of the elderly and the retired as well as constituents dealing with health
5 concerns. There was no substantive opposition to the legislation during its drafting.
6 Rather, the insurance industry supported these new provisions and accepted that the
7 goal and purpose of the legislation was legitimate and in the best interest of their
8 policyholders and beneficiaries. There was never a public or private dispute that
9 the enactment of provisions codifying a contractual right to a thirty-day written
10 notice, a sixty-day grace period, and an annual right to designate was within the
11 proper exercise of California's regulatory authority. After repeated review, it was
12 determined that enactment of these provisions would have no substantial fiscal or
13 economic ill effect. It was determined that these Statutes support a strong public
14 policy to safeguard consumers' investment in life insurance, and the safety blanket
15 that the insurance provides.

16 **V. DEFENDANTS' VIOLATIONS OF LAW**

17 22. In 2012, Defendants and each of them, were made fully aware not
18 only of the drafting and enactment of these provisions, but through their own
19 lobbying groups and regulatory advisors, understood how and in what fashion the
20 statutes would apply. Prior to enactment, Defendants made no attempt to object to
21 the enactment of the Statutes.

22 23. Despite knowledge of the Statutes and their mandates, since January
23 1, 2013, Defendants have failed to comply with the Statutes. Plaintiffs are informed
24 and believe Defendants justify their failures by citing the issue or delivery date of
25 the policy (to the extent the policy was first written before January 1, 2013), the
26 state of original issuance (to the extent the policy was first issued outside of
27 California despite, e.g., being renewed in California), or delivery of the policy, or
28 other irrelevant factors.

1 24. The failure of Defendants to comply with these provisions has resulted
2 in, amongst other impacts, the improper lapse, termination and/or forced
3 reinstatement of policies, the loss of the capacity of policyholders to be insured, the
4 denial of actual claims, and the loss of millions in insurance benefits. Plaintiff, as a
5 beneficiary and as a representative of the Estate of Mr. Pitt, has suffered various
6 forms of injury and loss including injury from an improper lapse, improper
7 requirement of reinstatement and termination, and from Defendants' failure to
8 reinstate Mr. Pitt's coverage.

9 25. Plaintiff is informed and believes that the failure of Defendants to
10 comply with these statutes as well as the resulting injuries and damages continue to
11 this day.

12 **VI. PLAINTIFF'S POLICY, LAPSE, TERMINATION,**
13 **REINSTATEMENT AND DENIAL OF HER CLAIM**

14 26. In October 2003, MICHAEL A. PITT purchased a \$2,000,000 term life
15 insurance policy (the "Policy") for the protection of his family. MICHAEL A.
16 PITT ("Mr. PITT") was the husband of Plaintiff and he named Plaintiff as the sole
17 beneficiary of the policy. The premiums paid in the purchase and maintenance of
18 the policy were from the assets of the marriage of Plaintiff and Mr. PITT.

19 27. A copy of what Plaintiff believes is a full and correct copy of the
20 Policy is attached as Exhibit "A." Under its express terms, the Policy incorporated
21 and was required to comply with the applicable State law governing the policy. At
22 all times relevant here, the Policy incorporated applicable law found in the
23 California Insurance Code consistent with the provisions of California Insurance
24 Code Section 41. The provisions of the Policy requiring compliance with the laws
25 of the applicable state are consistent with California law as it existed during all
26 relevant times stated herein. As of the date of enactment, these provisions were
27 individually and collectively read into every in-force life insurance policy within
28

1 the jurisdiction of California and thereafter were read into every in-force life
2 insurance policy which thereafter came within the jurisdiction of California.

3 28. The Policy is described as a “Level Benefit Term Life Insurance
4 Annually Renewable to Age 95.” The face amount of the policy was \$2,000,000
5 and the annual premium owed was guaranteed for 20 years from the date of
6 issuance. The “total Premium Payable at Annual Intervals” was \$7,290.00. The
7 “Initial Term” of the policy was one year and ran until October 6, 2004, after which
8 time the Policy renewed each year. The Policy set forth the premiums due for
9 renewal of the policy each year between the date of issuance until the insured
10 reached the age of 95.

11 29. The Policy, as originally issued, provided a “grace period” of thirty
12 days and stated in pertinent part: “Your premium is in default if you do not pay it on
13 or before its due date. We will allow a grace period of 31 days after the premium
14 due date for payment of each premium except the first. A notice will be sent to you,
15 at your last known address and any assignee of record. During this period no
16 interest will be charged on the premium due, and the policy will remain in force. If
17 the insured dies during the grace period, the amount of any unpaid premium due
18 through the date of death will be deducted from the proceeds of the policy. If any
19 premium remains unpaid after the grace period, this policy will cease and become
20 void.” See Exhibit “A.” The policy had a Date of Issue of October 6, 2003. The
21 Policy specified that it was to renew each year without proof of insurability and that
22 each “renewal will be a term of one year and will begin when the preceding term
23 ends.”

24 30. In 2003, when the Policy was initially issued, Plaintiff and Mr. PITT
25 were residents of the State of Illinois. Plaintiff and Mr. PITT remained residents of
26 Illinois through each subsequent yearly renewal until 2014 after the Plaintiff and
27 Plaintiff’s Decedent moved to California and became permanent residents of the
28

1 State of California and began to make premium payments to Defendant from the
2 State of California.

3 31. As of at least 2014, when the Policy was renewed, and in 2015 and in
4 2016 and until today, the laws and regulations of the State of California governed
5 the Policy pursuant to the terms of the policy as well as the laws of the State of
6 California.

7 32. In 2014, Mr. PITT notified GALIC in writing of his new residence and
8 mailing address. Thereafter, through 2014 and through his death in 2018, Mr. PITT
9 and Plaintiff communicated in writing with and paid premiums to GALIC from
10 California. From 2014 until the present, neither Plaintiff's Decedent, Plaintiff, nor
11 GALIC undertook any transactions related to or in the State of Illinois. At no time
12 did any of the laws of the State of California conflict with the Policy with the
13 exception that the Policy as originally issued contained a 30-day grace period,
14 whereas as of January 1st, 2013, all policies governed by California law would
15 require a 60-day grace period. Utilization of a 30-day written notice provision or an
16 annual right to designate did not conflict with any term of the Policy, but rather,
17 was consistent with the Policy obligation to give written notice prior to lapse.

18 33. From 2014 through the present, Plaintiff and Mr. PITT lived and
19 owned property in California and have in all ways maintained the Policy and
20 interacted with Defendants from within California. As of Plaintiff's and Mr.
21 PITT's change of residence to California, the State of Illinois ceased having any
22 interest in the subject Policy, including no interest in the procedures and regulation
23 regarding how the Policy was maintained, lapsed, or terminated. In short, at all
24 times from at least 2014, the Policy and the rights of the parties under the Policy
25 were governed by the laws of California.

26 34. Plaintiff is informed and believes that from January 1, 2013 until the
27 present, Defendants have, as to certain categories of policies, failed to comply with
28 the provisions of Sections 10113.71 and 10111.72. At no time during 2014, 2015,

1 2016 or 2017 was Mr. PITT advised in any fashion of his right to designate, of his
2 right to a 30-day notice prior to any effective lapse or termination, or that his policy
3 contained a 60-day grace period. Rather, at various times, Defendants misstated
4 the actual form and type of notice required by law and the terms of the policy, and
5 misinformed Plaintiff and Mr. PITT about the actual grace period in effect.
6 Defendants also withheld and concealed from Plaintiff and Mr. PITT the right to
7 designate and Defendants' previous failure to comply with those provisions.
8 Plaintiff is informed and believes that these failures were part of a general business
9 practice of GALIC of ignoring and misapplying Sections 10113.71 and 10113.72.

10 35. Plaintiff is further informed and believes that irrespective of the
11 application of the provisions of Sections 10113.71 and 10113.72, GALIC
12 systematically failed to comply with the terms of the Policy promising a default
13 notice prior to terminating the policy at the end of the contractual 31-day grace
14 period.

15 36. In January of 2016, after making premium payments consistently for
16 more than 12 years, Plaintiff believes Mr. PITT may have failed to make the one
17 quarterly payment due on January 6, 2016. At this time, Mr. PITT was 67 years old
18 and had begun to suffer from a progressive medical condition which would soon
19 take his life. Prior to this time, GALIC customarily provided written notices of
20 premiums due. But Plaintiff has no record of her or her husband receiving such
21 notices for 2016. Prior to the filing of this suit, Plaintiff requested that GALIC and
22 METLIFE provide such information, but GALIC and METLIFE have produced no
23 evidence of any mailings to Mr. PITT preceding the January 2016 due date. As
24 such, Plaintiff is informed and believes that no notice was mailed to Mr. PITT prior
25 to the January due date.

26 37. On or about February 7, 2016, GALIC terminated the Policy for non-
27 payment of premium. Internally, and as verified in subsequent correspondence to
28 Plaintiff and Mr. PITT, Defendants treated the Policy as no longer being in force as

1 of February 7, 2016, and as having lapsed on January 6, 2016. Had Mr. PITT died
2 after February 7, 2016, Plaintiff is informed and believes that any claim for benefits
3 under the Policy would have been denied on the grounds the Policy was not in force
4 and had been terminated prior to the insured's death.

5 38. Prior to February 7, 2016, GALIC had not in any fashion complied
6 with or attempted to comply with the provisions of Sections 10113.71 or 10113.72.
7 Defendants had not provided any notice of pending lapse or termination. No notice
8 was provided either for the lapse of the policy on January 6, 2016 or the termination
9 of the Policy on February 7, 2016. GALIC also had not honored or given a 60-day
10 grace period as required by Section 10113.71(a). Rather, Defendant terminated the
11 policy half way through the mandatory 60-day grace period. This termination not
12 only violated the terms of the statute, but also constituted a material breach of the
13 contract. Prior to February 7, 2016, Defendants also violated Section 10113.72 by
14 failing to provide notice of a right to designate. Due to each and every violation of
15 these Statutes, the lapse and termination of the Policy was void and ineffective.
16 Defendants failed to substantially or strictly comply with any of the mandates of
17 Sections 10113.71 or 10113.72.

18 39. GALIC also failed to comply with the express terms of its own Policy.
19 Irrespective of the requirements of Sections 10113.71 and 10113.72, the Policy
20 expressly required contractual notice regarding the running of any Grace Period.
21 GALIC did not strictly or substantially comply with the express provisions of the
22 Policy.

23 40. Each of GALIC's violations were material violations of law and
24 material breaches of the Policy, thereby excusing any further performance by Mr.
25 PITT of tendering premiums to maintain the Policy in force. Each of Defendants'
26 breaches and failures excused Mr. PITT from any obligation to seek or accept any
27 form of reinstatement. GALIC was in breach and remained in breach of the Policy
28 at all times from at least February 7, 2016 until Mr. PITT's death. As a result of

1 each and every violation, there was harm and injury to Mr. Pitt as well as,
2 ultimately, Plaintiff.

3 41. Defendants will claim that sometime on or after February 7th, 2016,
4 Mr. PITT received a “Special Courtesy Offer” from GALIC advising that the policy
5 had already lapsed and was terminated. The manner and mode of this transmission
6 is unknown at this time. If sent at all, this notice nonetheless was erroneous. It
7 inaccurately advised Mr. PITT that the Policy had lapsed on January 6, 2016 when
8 in fact it had not lapsed or terminated at all. This notice inaccurately advised Mr.
9 PITT that the grace period had expired, even though the mandated 60-day grace
10 period had not yet expired. These notices were ineffective and did not satisfy
11 Sections 10113.71 or 10113.72.

12 42. The Special Courtesy Offer also violated the terms of the Policy and
13 purported to act as some form of modification of the Policy. The Special Courtesy
14 Offer did not explain the full ramifications of accepting the Offer. Accepting the
15 Offer would have modified the Policy and required Mr. PITT to pay premiums for a
16 period of time when – according to GALIC – there was no insurance in effect.
17 Acceptance of the Special Courtesy Offer would have been considered by
18 Defendants as a “reinstatement” of the Policy, thus granting GALIC certain rights
19 or benefits it would not normally be entitled to. For instance, pursuant to Insurance
20 Code Section 10113.5(a), upon the acceptance of the Special Courtesy Offer,
21 GALIC would have gained the right to contest payment of any policy benefits for a
22 period of two years. As of 2016, the Policy had been in force for more than two
23 years and thus any claim for benefits would not have been subject to any right to
24 contest payment. GALIC never explained the effect of accepting the Special
25 Courtesy Offer to Plaintiffs. This process of offering a “Special Courtesy Offer”
26 was a process uniformly deployed to all class members and policy owners during
27 this time.

28

1 43. Defendants' Special Courtesy Offer, stating that Mr. Pitt could
2 reinstate the policy if his premium was paid by February 27, 2016, was also parol to
3 the terms of the Policy and did not excuse or satisfy any mandatory provisions of
4 the Policy or the law. At no time was Mr. PITT contractually or otherwise under
5 any duty to accept such offer. Had Mr. PITT accepted the Courtesy Offer, the
6 reinstated policy would have been of lesser value and worth.

7 44. GALIC demanded that the Pitts accept the Special Courtesy Offer by
8 February 27, 2016. Despite a request for all documentation regarding any
9 communications between GALIC and Mr. PITT, GALIC has provided no proof of
10 mailing or any documentation concerning the Special Courtesy offer. Therefore, it
11 is uncertain when the Special Courtesy Offer was purportedly mailed and uncertain
12 when or whether it was received and/or reviewed by Mr. PITT.

13 45. On or about March 15, 2016, GALIC and METLIFE purportedly
14 mailed a letter to Mr. PITT. This letter advised that the Policy had lapsed and was
15 "now without value." The letter stated that should Mr. PITT wish to reinstate his
16 insurance, he would be required to complete an Application for Reinstatement. This
17 formal reinstatement required Mr. PITT to represent his health condition, which
18 during this period of time, was uncertain and subject to ongoing medical evaluation.
19 In fact, as of this date, under California law and the terms of the Policy, the Policy
20 had not terminated or lapsed, and as such, reinstatement was not necessary and the
21 Policy had value.

22 46. After March 15, 2016, Mr. PITT tendered the sum of \$7,290, the full
23 policy premiums due for the year 2016.

24 47. And after March 15, 2016, Mr. PITT submitted an Application for
25 Reinstatement.

26 48. On February 10th, 2017, GALIC rejected Mr. PITT's application to
27 reinstate the Policy and payment claiming that the Policy "no longer includes a
28

1 reinstatement provision. Therefore this policy can not [*sic*] be reinstated.” No other
2 basis for rejection of the premiums and reinstatement request was offered.

3 49. Prior to his death, Mr. PITT repeatedly advised that he had not
4 received any Grace Notice required by the terms of the Policy. Defendants never
5 investigated this assertion and when asked to produce all documentation regarding
6 their communications with Mr. PITT, they produced no evidence of mailing.

7 50. On May 23, 2018, Mr. PITT died. On that date, the Policy was still in
8 force. Mr. PITT had not received annual notices required by the Insurance Code
9 Statutes. Mr. PITT had not received 30-day notices of pending lapse or
10 termination. Mr. PITT had not received notice of the 60-day grace period. Mr.
11 PITT had not received a 60-day grace period and the policy had been prematurely
12 and improperly terminated during the statutory grace period. For all of those
13 reasons, the Policy remained in force, and Defendant GALIC was in material
14 breach of contract, excusing any obligation to tender premiums.

15 51. On August 1, 2018, Plaintiff made a formal claim for benefits.

16 52. On August 16, 2018, Defendants denied Plaintiff’s claim for benefits.
17 The claim was denied on the sole basis that the Policy terminated and no longer was
18 in force as a result of a non-payment of premium. No other basis for denial of the
19 claim has been offered.

20 53. In presenting her claim for benefits, Plaintiff requested a copy of all
21 correspondence and writings relating to Defendants’ Policy with Mr. PITT and
22 Defendants have purportedly produced all such records. In short:

23 a. The records produced by Defendants contain no evidence
24 that Defendants complied with any provisions of Insurance Code
25 Sections 10113.71 or 10113.72.

26 b. The records produced by Defendants contain no evidence
27 that Defendants provided any grace notice as required by the original
28 terms of the Policy.

1 c. The records produced by Defendants contain no actual
2 proof of mailing for any correspondence between Defendants and Mr.
3 PITT. Plaintiff is informed and believes that Defendants have no proof
4 of mailing any notices to Plaintiff or Mr. PITT complying with the
5 mandates of the Policy and/or the California Insurance Code.

6 **VII. CLASS ACTION ALLEGATIONS**

7 54. Plaintiff is informed and believes that Defendants have not, since at
8 least January 1, 2013, properly complied with the provisions of Insurance Code
9 Sections 10113.71 and/or 10113.72. Since that time, Defendants have failed to
10 provide these protections to policy owners and their beneficiaries.

11 55. Plaintiff contends that the handling of the Policy prior to Mr. PITT's
12 death was consistent with Defendants' standardize policies and procedures.
13 Defendants have systematically failed to provide a class of policy owners the
14 protections afforded by Sections 10113.71 and 10113.72.

15 56. As a matter of standard policy or standard operating procedure,
16 Defendants have not, since at least January 1, 2013, provided or utilized a
17 contractual 60-day grace period for many insureds.

18 57. As a matter of standard policy or standard operating procedure,
19 Defendants have not, since at least January 1, 2013, provided or utilized compliant
20 notices of pending lapse and or termination consistent with the provisions of
21 California law and in particular Sections 10113.71 and 10113.72 for many insureds.

22 58. Since at least January 1, 2013, Defendants have caused injury and
23 damage to policy owners, beneficiaries, and persons of interest intended to be
24 protected by Sections 10113.71 and 10113.72.

25 59. Plaintiff, in her individual capacity as a beneficiary, and in her capacity
26 as representative of the Estate of MICHAEL A. PITT, and as the class
27 representative, brings this action on behalf of all members of the proposed classes
28 and sub-classes (collectively referred to as "Classes"), as follows:

1 a. **Policy Owner Class**

2 **i. No 60-Day Grace Notice**

3 All past, present, and future owners of Defendants' individual
4 life insurance policies in force on or after January 1, 2013 and
5 governed by Section 10113.71(a), whose policies were or will be
6 terminated or lapsed for non-payment of premium but who were not or
7 will not be first afforded nor advised of their right to a contractual 60-
8 day grace period.

9 **ii. No 30-Day Notice**

10 All past, present, and future owners of Defendants' individual
11 life insurance policies in force on or after January 1, 2013 and
12 governed by Section 10113.71(b)(1)(3), whose policies were or will be
13 terminated or lapsed for non-payment of premium but who were not
14 given or will not be first given a written 30-day notice of pending lapse
15 or termination.

16 **iii. No Right to Designate**

17 All past, present, and future owners of Defendants' individual
18 life insurance policies in force on or after January 1, 2013 and
19 governed by Section 10113.72, whose policies were or will be lapsed
20 or terminated for non-payment of premium, but were not or will not be
21 afforded nor advised of their annual right to designate someone to
22 receive notices of lapse or termination.

23 b. **Beneficiary Class: Benefits Not Paid**

24 All past, present, and future beneficiaries of Defendants'
25 individual life insurance policies in force on or after January 1, 2013
26 and governed by Sections 10113.71 and/or 10113.72, where their
27 policies underwent or will undergo lapse, termination, and/or
28 reinstatement without the policy owner first being afforded notice and

1 passage of a 60-day grace period, a 30-day notice, and/or an annual
2 notice of a right to designate, and who were or will not be paid policy
3 benefits.

4 60. Subject to additional information obtained through further
5 investigation and discovery, the foregoing definitions of the Classes may be
6 expanded or narrowed by amendment or amended complaint or at the time of
7 moving for class certification. Specifically excluded from the proposed Classes are
8 Defendants, their officers, directors, agents, trustees, parents, children, corporations,
9 trusts, representatives, employees, principals, servants, partners, joint venturers, or
10 entities controlled by the Defendants, the Judge assigned to this action, and any
11 member of the Judge's immediate family.

12 61. Defendants' conduct has imposed a common injury on the members of
13 the Classes. Defendants have acted, and have refused to act, on grounds generally
14 applicable to the Classes, which makes final injunctive relief with respect to each
15 claim as a whole appropriate.

16 62. Plaintiff will and does faithfully represent, and is a member of, each of
17 the Classes.

18 63. ***Numerosity.*** The members of the Classes, together and separately, are
19 so numerous that their individual joinder is impracticable. Plaintiff is informed and
20 believes, and on that basis alleges, that the proposed Classes contain hundreds and
21 perhaps thousands of members. The precise number of members in each Class is
22 unknown to Plaintiff. The true number of Class members is known or ascertainable
23 by the Defendants, as are their identities. Thus, Class members may likely be
24 notified of the pendency of this action by first class mail, electronic mail, and/or by
25 published notice.

26 64. ***Existence and Predominance of Common Questions and Answers of***
27 ***Law and Fact.*** There is a well-defined community of interest in the questions and
28 answers of law and fact involved affecting the members of the Classes. The

1 questions and answers of law and fact common to the Classes predominate over
2 questions and answers affecting only individual class members, including, but not
3 limited to, the following:

4 a. Whether Sections 10113.71 and 10113.72, in whole or in
5 part, apply to Defendants' life insurance policies.

6 b. Have Defendants violated the provisions of Sections
7 10113.71 and 10113.72?

8 c. Are Defendants continuing to refuse to provide the
9 protections afforded by the provisions of Sections 10113.71 and
10 10113.72?

11 d. Whether Defendants' life insurance policies have been
12 ineffectively lapsed or terminated or subsequently been unnecessarily
13 modified through reinstatement.

14 e. Whether Defendants are required to provide grace
15 periods, timely and proper written notices of pending lapse or pending
16 termination, and provide policyholders a right to designate as set forth
17 in Section 10113.72.

18 f. Should the Court invalidate improper lapses, terminations
19 and/or reinstatements of policies that resulted from Defendants' failure
20 to comply with the Insurance Code?

21 g. Should Defendants be required to make payments to
22 beneficiaries of Policies where the insured has died and the policy was
23 lapsed or terminated in violation of Sections 10113.71 or 10113.72?

24 65. **Typicality.** Plaintiff's claims are typical of the claims of the members
25 of the respective Classes because Plaintiff and each member of the Classes were
26 victims of the same statutory violations. Further, Plaintiff's claims are typical of
27 the claims of her fellow Class members, which all arise from the same operative
28

1 facts involving the Defendants' unlawful violations of Sections 10113.71 and
2 10113.72.

3 66. ***Adequacy of Representation.*** Plaintiff will fairly and adequately
4 protect the interests of the Classes. Plaintiff has retained counsel highly
5 experienced in handling class action litigation, including that which involves
6 consumer protection from unfair insurance business practices, and Plaintiff intends
7 to prosecute this action vigorously. Plaintiff has no interest adverse or antagonistic
8 to that of the Classes.

9 67. ***Superiority.*** A class action is a superior method for the fair and
10 efficient adjudication of this controversy. The damages or other financial detriment
11 suffered by individual Class members are relatively small compared to the burden
12 and expense that would be expended by individual litigation of their claims against
13 Defendants. It would thus be virtually impossible for Class members, on an
14 individual basis, to obtain effective redress for the wrongs done to them.
15 Furthermore, even if Class members could afford such individualized litigation, the
16 court system could not. Individualized litigation would create the danger of
17 inconsistent or contradictory judgments arising from the same set of facts.
18 Individualized litigation would also increase the delay and expense to all parties and
19 the court system from the issues raised by this action. The class action device
20 provides the benefit of adjudication of these issues in a single proceeding,
21 economies of scale, and comprehensive supervision by a single court, and presents
22 no unusual management difficulties under the circumstances. Moreover, many
23 Class members remain unaware of their rights and without this Class action, would
24 remain unaware of their rights and benefits.

25 68. In the alternative, the Classes may also be certified because:

26 (a) The prosecution of separate actions by individual Class
27 members would create a risk of inconsistent or varying adjudication with
28

1 respect to individual Class members that would establish incompatible
2 standards of conduct for the Defendants;

3 (b) The prosecution of separate actions by individual class members
4 would create a risk of adjudications with respect to them that would, as a
5 practical matter, be dispositive of the interests of other Class members not
6 parties to the adjudications, or would substantially impair or impede their
7 ability to protect their interests; and/or

8 (c) Defendants have acted or refused to act on grounds generally
9 applicable to the Classes, thereby making appropriate final declaratory and/or
10 injunctive relief with respect to the members of the Classes as a whole.

11 69. Unless the Classes are certified, Defendants will retain monies
12 received because of their conduct taken against the members of the Classes and the
13 Plaintiff. Unless a Class-wide injunction is issued, Defendants will continue to
14 commit the violations alleged and members of the Classes will continue to be
15 harmed.

16 70. Plaintiff knows of no difficulty likely to be encountered in the
17 management of this litigation that would preclude its maintenance as a Class
18 Action. Because the action is brought as a Class Action, the Court need only apply
19 a single set of California laws as they relate to Defendants' violation of Sections
20 10113.71 and 10113.72.

21 71. Plaintiff has incurred, and will incur, expenses for attorney's fees and
22 costs in bringing this action. These attorney's fees and costs are necessary for the
23 prosecution of this action and will result in a benefit to each of the members of the
24 Classes.

25 72. Plaintiff is informed and believes, and based thereon alleges, that
26 certain members of the Classes are "senior citizens" or "disabled persons" as
27 defined in California Civil Code Section 1761(f) and (g), and therefore are entitled
28 to treble damages under California Civil Code Section 3345.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VIII. FIRST CAUSE OF ACTION
FOR DECLARATORY JUDGMENT OR RELIEF

**(By Plaintiff, individually and on Behalf of
the Estate of Michael A. Pitt and the Classes)
(Against All Defendants)**

73. Plaintiff incorporates by reference each and every allegation contained above.

74. Plaintiff PITT, in her individual capacity, as well as in her representative capacity for the Estate of MICHAEL A. PITT, brings this action individually and on behalf of all members of the Classes.

A. Basis for Relief

75. On January 1, 2013, the California Insurance Code was amended by Sections 10113.71 and 10113.72. The provisions of these Statutes were immediately, and thereafter, read into all in-force policies regardless of the date of issuance.

76. These statutes and amendments to the California Insurance Code were intended to and do regulate the lapse and termination procedures arising from the nonpayment of premiums which may occur from the date of enactment and thereafter.

77. The amendments were not intended to relieve or waive a policyholder’s continuing obligation to pay premiums but operated to keep the policy in force until the policy was properly lapsed or terminated consistent with the statutory provisions which were incorporated into the terms of the policy by law. Each of these statutory requirements were intended to stand alone.

78. Forfeiture provisions for nonpayment of premium for life insurance policies are strictly construed against lapse or termination and the law of the state of California disfavors forfeiture of insurance. Forfeitures “are often the means of great oppression and injustice” and “the courts should be liberal in construing the

1 transaction in favor of avoiding a forfeiture.” (*Ins. Co. v. Norton* (1978) 96 U.S.
2 234, 242.) “Forfeiture of a policy will be avoided on any reasonable showing.”
3 *Klotz v. Old Line Life Ins. Co. of Amer.*, 955 F.Supp. 1183, 1188 (N.D. Cal. 1996).

4 **B. Declaration of Rights and Obligations**

5 79. An actual controversy has arisen and now exists between Plaintiff and
6 Defendants concerning their respective rights and duties under the Policy, and as to
7 the rights of the Class of insureds and the beneficiaries Plaintiff represents.
8 Plaintiff contends Sections 10113.71 and 10113.72 apply to all of Defendants’
9 California life insurance policies in force as of or after January 1, 2013, including
10 any policies that were renewed in California on or after January 1, 2013. Plaintiff
11 also contends these Statutes govern the manner and procedure in which life
12 insurance policies can legally be lapsed or terminated as of January 1, 2013, and
13 thereafter. Defendants contend that Sections 10113.71 and 10113.72 do not apply
14 to many categories of their policies, including any policies in existence before
15 January 1, 2013.

16 80. Plaintiff desires a judicial determination of her rights and duties and of
17 the Class members’ rights and duties, and a declaration that Sections 10113.71 and
18 10113.72 applied as of January 1, 2013, to Defendants’ California policies in force
19 as of or at any time after January 1, 2013.

20 81. A judicial declaration would advise insureds and their beneficiaries of
21 their rights, and would advise Defendants of its duties to Plaintiff and to Class
22 members concerning policyholders’ rights to designate individuals to receive
23 notices of pending lapse and termination and the right to receive notice of, and the
24 ability to properly utilize, the legally required grace period. A judicial declaration
25 is also necessary to determine the validity of any unnecessary reinstatements
26 obtained, to determine whether policies were legally in force at the times of deaths
27 of insureds, and to determine whether beneficiaries were wrongfully denied
28 payment of benefits under their policies.

1 **IX. SECOND CAUSE OF ACTION**

2 **BREACH OF CONTRACT**

3 **(By Plaintiff, Individually and on Behalf of**
4 **the Estate of Michael A. Pitt and the Classes)**
5 **(Against all Defendants)**

6 82. Plaintiff incorporates by reference each and every allegation contained
7 above.

8 83. Prior to January 1, 2013, Defendants issued or delivered policies to
9 Class policy owners or beneficiaries which were in force on January 1, 2013 and
10 which were or would become governed by the laws of the State of California,
11 including Sections 10113.71 and 10113.72.

12 84. Defendants breached and continue to breach the express terms of such
13 policies, as well as the statutory mandates regarding such policies, by, amongst
14 other things:

15 (a) Failing to include in such policies and failing to provide a 60-
16 day grace period for purposes of payment of premiums and lapse and
17 termination of coverage for nonpayment of premium;

18 (b) Lapsing and/or Terminating policies before expiration of the 60-
19 day grace period;

20 (c) Failing to include in such policies and failing to provide accurate
21 30-day written notice of pending lapse or termination, consistent with the
22 provisions of Sections 10113.71 and 10113.72;

23 (d) Failing to provide proper notice to policyholders on an annual
24 basis of the policyholders' right to designate individuals to receive notices of
25 pending lapse or termination;

26 (e) Failing to provide prompt and timely notice to policyholders of
27 the application of Sections 10113.71 and 10113.72 and the mandatory
28 inclusion in policies of the terms and provisions supplied by those Sections;

1 (f) Lapsing or terminating policies without complying with the
2 terms of the policies which incorporate the provisions of Sections 10113.71
3 and 10113.72;

4 (g) Refusing to pay benefits to beneficiaries, despite knowledge and
5 information that Defendants had not strictly complied with the mandatory
6 provisions of Sections 10113.71 and 10113.72;

7 (h) Improperly requiring reinstatement of policies that had not
8 lapsed or terminated and which were not required or were not subject to
9 reinstatement due to Defendants' violation of Sections 10113.71 and
10 10113.72; and

11 (i) Otherwise failing to fully comply with the provisions of Sections
12 10113.71 and 10113.72 on or after January 1, 2013.

13 85. All of the aforementioned conduct, individually and collectively,
14 constitutes material unexcused breaches of the policies. To the extent any
15 contractual obligations, duties, or conditions are imposed on policyholders or on
16 beneficiaries, those obligations, duties, and conditions have been waived and/or
17 have been excused due to Defendants' material breaches.
18 After each material breach, each policy owner was excused from the further
19 tendering of premiums and from any further performance under the terms of the
20 policy, including but not limited to the acceptance of any offer by GALIC of any
21 reinstatement or modification to the policy.

22 86. To the extent any policyholders and/or beneficiaries have failed to
23 comply with any payment conditions or other conditions for the continuation of
24 insurance, Defendants are estopped to assert such conditions due to their conduct
25 and material breaches. Yet, Defendants have done so with respect to Plaintiff and
26 members of the Classes.

27
28

1 87. In California, the measure of damage for material breach of a life
2 insurance policy is set as the “sum or sums payable in the manner and at the times
3 as provided in the policy to person entitled thereto.” Cal. Ins. Code § 10111.

4 88. As a legal and proximate result of the conduct described herein, the
5 Classes have suffered direct and foreseeable economic damages, including loss of
6 policy benefits, and allowed interest under the terms of the policy and the law, in a
7 nature and amount to be proven at the time of trial.

8 **X. THIRD CAUSE OF ACTION**
9 **BAD FAITH**

10 **(By Plaintiff, Individually)**
11 **(Against all Defendants)**

12 89. Plaintiff incorporates by reference each and every allegation contained
13 above.

14 90. At all times herein, Plaintiff was the wife of the insured, the primary
15 express beneficiary of the Policy, and the individual from whom benefits of the
16 Policy have been wrongfully withheld. Upon Mr. PITT's death, Plaintiff became
17 contractually entitled to benefits under the Policy and was to be treated as an
18 insured under the express and implied terms of the Policy and the laws of the state
19 of California.

20 91. At all times mentioned herein, Defendant GALIC and/or TOWER
21 owed Plaintiff and Mr. PITT an obligation to perform the express and implied
22 obligations imposed by the Policy, to act in good faith, to deal fairly with Mr. PITT
23 and Plaintiff, and to not interfere with the insured's and Plaintiff's rights to receive
24 the benefits of the Policy. The obligations and duties described herein have existed
25 from the inception of the Policy and continue through the pendency of this action.

26 92. By its conduct described above, GALIC and/or TOWER have
27 materially breached the terms and conditions of the Policy and the statutory
28 mandates of the laws of the state of California by improperly lapsing and
terminating the Policy, thereafter refusing to properly advise Plaintiff of her rights

1 and of GALIC and/or TOWER's duties and responsibilities, failing to promptly pay
2 the subject claim, and delaying payment of the claim.

3 93. Specifically, Defendants breached the Policy in 2015 and 2016 by
4 failing to advise Mr. PITT of his right to designate under Sections 10113.71 and
5 10113.72. Thereafter in 2016, Defendants violated Section 10113.71(a) by
6 terminating the policy on February 7th, 2016; 30-days into the statutory 60-day
7 grace period. Defendants materially breached the Policy by failing to provide a
8 statutorily required notice of pending lapse as well as the attempted termination.
9 Defendants further materially breached the Policy by failing to advise Mr. PITT of
10 these provisions. Defendants also materially breached the policy by terminating the
11 policy without first providing the required grace notice as required by the express
12 terms of the Policy.

13 94. Defendants also violated the terms of the Policy by failing to comply
14 with the provisions of the Policy that required GALIC to comply with and utilize
15 the laws of the State governing the Policy. From 2014 through Mr. PITT's death
16 and after the denial of the claim, GALIC has failed to comply with that term of the
17 Policy and has specifically ignored its obligations.

18 95. Plaintiff alleges that when Defendants repudiated and unilaterally
19 terminated the Policy, Defendants were aware the Policy was a valid and
20 enforceable contract and required acknowledgment that the Policy was valid and
21 was not subject to termination of coverage, as asserted by Defendants.

22 96. Defendants, at all times relevant herein and to date, breached the
23 covenant of good faith and fair dealing owed to Plaintiff and Mr. PITT by failing to
24 comply with the terms of the Policy, by asserting Policy provisions which did not
25 apply to preclude coverage, by failing to completely investigate their attempts to
26 terminate the Policy, by failing to abide by the Policy and the law regarding written
27 notice of pending lapse and termination and applicable grace periods, by placing
28 Defendants' interests above those of its policyholders, by unreasonably asserting

1 Policy provisions without considering the actual facts and the law, by
2 misrepresenting Policy terms and conditions, by misrepresenting and applying the
3 law, and by failing to comply with proper industry standards and customs regarding
4 lapse or termination of life insurance policies.

5 97. Defendants knew or should have known, prior to January 1, 2013, that
6 the provisions Section 10113.71(a) mandate that 60-day grace periods apply to
7 policies issued or delivered prior to January 1, 2013. Despite such knowledge,
8 GALIC refuses, in bad faith and with no good cause, to apply this law to Plaintiff's
9 Policy.

10 98. Defendants knew, or should have known, prior to January 1, 2013, that
11 Section 10113.71: (1) mandated that 60-day grace periods applied to policies in
12 force as of January 1, 2013 regardless of whether the Policy was issued or delivered
13 prior to January 1, 2013; (2) that Sections 10113.71(b)(1) and (b)(3) and
14 10113.72(c) mandated that no lapse or termination is effective unless preceded by
15 timely and proper notices of pending lapse or termination; and (3) that Section
16 10113.71(b) mandates that all policyholders annually receive notice of a right to
17 designate. Defendants know, or should know, that the courts of the state of
18 California are the sole authority for statutory interpretation and that at all times
19 during all pending claims no California court of law has ruled that the Sections
20 10113.71 and 10113.72 did not apply to policies in force as of January 1, 2013 or
21 that these Sections do not apply to policies issued or delivered prior to January 1,
22 2013. Despite such knowledge, GALIC refuses in bad faith and with no good cause
23 to apply this law to Plaintiff's Policy and continues to deny payment of Plaintiff's
24 benefits.

25 99. Despite knowledge of the applicability of these provisions to policies
26 issued before January 1, 2013, and the impropriety of its actions, GALIC made the
27 conscious decision, ratified by its managerial agents, officers, and directors, to
28 unilaterally terminate the Policy for life insurance benefits on these improper

1 grounds, denying Mr. PITT and Plaintiff, Decedent's sole beneficiary, the benefits
2 Mr. PITT bargained for and relied on. GALIC now continues this bad faith denial
3 of benefits without proper cause and in bad faith.

4 100. GALIC, by and through its officers and directors and other managerial
5 agents, consciously ignored the application of the laws of the state of California
6 regarding such notices and instituted a business practice and course of conduct
7 designed to intentionally violate such provisions. Knowing these provisions were
8 enacted in the state of California to avoid unintended forfeiture of policies, GALIC,
9 by and through its officers, consciously ignored, and continue to consciously
10 ignore, the obligations imposed on GALIC to avoid payment of claims and to
11 continue to maintain the practice of encouraging unintended lapses of policies, as
12 heretofore described.

13 101. Defendants' acts all constitute malice, oppression, and fraud. GALIC
14 and its officers, directors, and managerial agents, have also made repeated
15 intentional misrepresentations and engaged in active concealment, as heretofore
16 discussed, thus constituting deceit and fraud. In performing these acts, GALIC and
17 its officers, directors, and managerial agents participated or ratified active
18 concealment of the rights of insureds with regards to termination of coverage for
19 nonpayment to avoid incurring liabilities and costs associated with compliance with
20 the law. Such conduct was, in fact, malicious, oppressive, and fraudulent, justifying
21 an award of punitive damages against Defendants.

22 102. Plaintiff has suffered and will continue to suffer injuries and damages
23 legally caused by Defendants' past and ongoing failure to uphold the terms of the
24 Policy. Plaintiff has also suffered and will continue to suffer consequential
25 economic injuries in a nature and amount to be proven at the time of the trial.
26 These injuries include emotional distress, concern, anger, and worry concerning the
27 loss of benefits. Plaintiff has also been required to retain legal counsel and has and
28 will continue to incur attorney's fees and expenses in the pursuit of the Policy

1 benefits. Defendant's conduct is the legal cause of the need for these expenditures,
2 for which, along with other actual injuries, damages, and future ongoing injuries
3 and damages, Plaintiff seeks compensation in an amount within the jurisdiction of
4 this Court to be proven at the time of trial. Plaintiff thus seeks full reimbursement
5 of all attorney's fees and expenses incurred to obtain the benefits of the Policy.

6 **XI. FOURTH CAUSE OF ACTION**

7 **VIOLATION OF CALIFORNIA BUSINESS
8 & PROFESSIONS CODE §§ 17200, *et seq.***

9 **(By Plaintiff, individually and on Behalf of
10 the Estate of Michael A. Pitt, and the Classes)
11 (Against All Defendants)**

12 103. Plaintiff incorporates by reference each and every allegation contained
13 above.

14 104. Plaintiff brings this claim individually as well as in her representative
15 capacity for the Estate of Michael A. Pitt, and also on behalf of all members of the
16 Classes as necessary.

17 105. California Business and Professions Code Sections 17200, *et. seq.*
18 (“UCL”) prohibit any unlawful, unfair, deceptive, or fraudulent business practice.

19 106. Defendants committed and continue to violate California's UCL,
20 including, but not limited to failing to comply with Sections 10113.71 and
21 10113.72, including by failing to afford insureds, including Plaintiff and Mr. PITT,
22 the requisite 60-day grace period and/or written 30-day notice prior to any lapse or
23 termination, and further, an annual right to designate someone else to also receive
24 notices of pending lapse or termination of coverage.

25 107. The unlawful and unfair business practices described above have
26 proximately caused monetary damages to Plaintiff, the Classes, and to the general
27 public.

28 108. Pursuant to California's UCL, Plaintiff, the general public, and the
members of the Classes are entitled to restitution of money or property acquired by

1 Defendants by means of such business practices, in amounts yet unknown, but to be
2 ascertained at trial.

3 109. Pursuant to California's UCL, Plaintiff and the members of the Classes
4 and the general public are entitled to injunctive relief, including public injunctive
5 relief, against Defendants' ongoing business practices.

6 110. If Defendants are not enjoined from engaging in the unlawful business
7 practices described above, Plaintiff, the Classes, and the general public will be
8 irreparably injured.

9 111. Plaintiff, the general public, and the members of the Classes have no
10 plain, speedy, and adequate remedy at law.

11 112. Defendants, if not enjoined by this Court, will continue to engage in
12 the unlawful business practices described above in violation of the UCL, in
13 derogation of the rights of Plaintiff, the Classes, and the general public.

14 113. Plaintiff's success in this action will result in the enforcement of
15 important rights affecting the public interest by conferring a significant benefit upon
16 the general public.

17 114. Private enforcement of these rights is necessary as no public agency
18 has pursued enforcement and the interests Plaintiff seeks to protect are for the
19 benefit of the general public. Plaintiff is therefore entitled to an award of attorneys'
20 fees and costs of suit pursuant to, among others, California's UCL, the Common
21 Fund doctrine, the Public Benefit Doctrine, and California Code of Civil Procedure
22 Section 1021.5.

23 **XII. PRAYER FOR RELIEF**

24 Plaintiff prays for relief against Defendants, and each of them, as follows:

- 25 1. For certification of this action as a Class Action;
26 2. A declaration of Plaintiff's and the Classes' rights pursuant to the
27 insurance policies issued by Defendants;
28

- 1 3. For an injunction to issue against Defendants, including public injunctive
- 2 relief;
- 3 4. For the Classes, economic damages according to proof;
- 4 5. For Plaintiff individually, economic and noneconomic damages, punitive
- 5 and exemplary damages;
- 6 6. For attorneys' fees and all litigation costs and expenses; and
- 7 7. For such other and further relief as this Court deems just and proper.

8 **XIII. DEMAND FOR JURY TRIAL**

9 Plaintiff hereby requests a trial by jury.

10 Respectfully submitted:

11 DATED: October 30, 2018

NICHOLAS & TOMASEVIC, LLP

12
13 By: /s/ Craig M. Nicholas
14 Craig M. Nicholas (SBN 178444)
15 Alex Tomasevic (SBN 245598)
16 Email: cnicholas@nicholaslaw.org
17 Email: atomasevic@nicholaslaw.org

18 **WINTERS & ASSOCIATES**
19 Jack B. Winters, Jr. (SBN 82998)
20 Georg M. Capielo (SBN 245491)
21 Sarah Ball (SBN 292337)
22 Email: jackbwinters@earthlink.net
23 Email: gcapielo@einsurelaw.com
24 Email: sball@einsurelaw.com

25 Attorneys for Plaintiff SUSAN A. PITT,
26 Individually, as Successor-In-Interest to
27 MICHAEL A. PITT, Decedent, and on
28 behalf of the Estate of MICHAEL A. PITT,
and on Behalf of the Class

EXHIBIT A

0111
General American
LIFE INSURANCE COMPANY
ST. LOUIS, MISSOURI 63166

POLICY NUMBER

3,422,247

INSURED

MICHAEL A PITT

**LEVEL BENEFIT TERM LIFE INSURANCE
ANNUALLY RENEWABLE TO AGE 95**

Non-Participating

Face amount payable at death of insured prior to expiration of initial or renewal term. Renewable to age 95 without evidence of insurability. Convertible prior to the Conversion Date shown on the Policy Specifications page. Re-Entry Privilege available, with evidence of insurability. Premiums payable until the end of initial or renewal term, or until prior death of the insured. If the insured dies prior to the expiration of the initial or renewal term, we will pay the face amount to the beneficiary, subject to the provisions of this policy. We must receive proof of the insured's death. Any payment will be subject to all of the provisions and conditions on this and the following pages of this policy.

RIGHT TO EXAMINE POLICY

You may return this policy within twenty days after receiving it. It may be delivered or mailed to us or the agent through whom it was purchased, or to any of our agents. The policy will then be deemed void from the start. Any premium paid will be returned.

This policy is a legal contract between the policyowner and General American. PLEASE READ YOUR CONTRACT CAREFULLY. This cover sheet provides only a brief outline of some of the important features of your policy. This cover sheet is not the complete insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. **IT IS, THEREFORE, IMPORTANT THAT YOU READ YOUR POLICY.**

Signed for the company at its Home Office, St. Louis, Missouri 63128. (1-800-638-9294)

James D. Gaughan
Secretary

C. Robert Henrikson
President

10003712
(1/2001)

3,422,247

ALPHABETIC GUIDE TO YOUR CONTRACT

Section

- 6 Assignments
- 6 Beneficiary
- 6 Change of Owner or Beneficiary
- 7 Claims of Creditors
- 7 Conformity with Statutes
- 7 Contract
- 5 Conversion Privilege
- 1 Definitions
- 2 Grace Period
- 7 Incontestability
- 8 Interest on Proceeds

Section

- 7 Misstatement of Age or Sex and Corrections
- 6 Owner
- 8 Payment of Policy Benefits
- 2 Payment of Premiums
- 2 Premium Refund at Death
- 4 Re-Entry Privilege
- 2 Reinstatement
- 3 Renewal Privilege
- 7 Statements in Application
- 7 Suicide Exclusion

Additional Benefit Riders, Modification and Amendments, if any, and a Copy of the Application are found following the final section.

10003712
(1/2001)

POLICY SPECIFICATIONS

INSURED INFORMATION

Policy Number	3,422,247	Issue Age	54
Insured	Michael A Pitt	Sex	Male
Date of Issue	October 6, 2003	Risk Classification	Preferred Non-smoker

BENEFITS-AS SPECIFIED IN POLICY AND IN ANY RIDER AT ISSUE

	FACE AMOUNT	ANNUAL PREMIUM	GUARANTEED LEVEL PREMIUM PERIOD*
POLICY PLAN			
Level Benefit Term Life Insurance Annually Renewable to Age 95	\$2,000,000	\$7,290.00	20 Years
Amendment Rider		.00	0
Total Face Amount/Annual Premium	\$2,000,000	\$7,290.00	
Total Premium Payable at Annual Intervals (Includes \$90.00 policy fee.)		\$7,290.00	

The due dates of premiums after the first are measured from the Date of Issue and are at the intervals specified above. Premiums reflect non-smoker discounts. These discounts are not guaranteed for any policy on the Insured arising from this policy.

*Premiums after the first are shown in the Schedule of Renewal Premiums.

1127312 1

POLICY SPECIFICATIONS

3,422,24

IMPORTANT DATES

Conversion Date	October 6, 201
Expiration Date of Initial Term	October 6, 200
Expiration Date of Guaranteed Level Premium Period	October 6, 202

GUARANTEED INTEREST RATE

Guaranteed Interest Rate on Proceeds	6.0%
--------------------------------------	------

1127312

SCHEDULE OF RENEWAL PREMIUMS

LEVEL BENEFIT TERM LIFE INSURANCE
ANNUALLY RENEWABLE TO AGE 95

POLICY
NUMBER
3,422,247

INSURING AGE 54

ANNUAL PREMIUMS FOR FACE AMOUNT ON POLICY SPECIFICATIONS PAGE

RENEWAL AGES	RENEWABLE TERM PREMIUM	TOTAL ANNUAL PREMIUMS
55	\$7,290.00	\$7,290.00
56	7,290.00	7,290.00
57	7,290.00	7,290.00
58	7,290.00	7,290.00
59	7,290.00	7,290.00
60	7,290.00	7,290.00
61	7,290.00	7,290.00
62	7,290.00	7,290.00
63	7,290.00	7,290.00
64	7,290.00	7,290.00
65	7,290.00	7,290.00
66	7,290.00	7,290.00
67	7,290.00	7,290.00
68	7,290.00	7,290.00
69	7,290.00	7,290.00
70	7,290.00	7,290.00
71	7,290.00	7,290.00
72	7,290.00	7,290.00
73	7,290.00	7,290.00
74	207,530.00	207,530.00
75	231,750.00	231,750.00
76	257,710.00	257,710.00
77	285,210.00	285,210.00
78	313,970.00	313,970.00
79	342,970.00	342,970.00
80	374,770.00	374,770.00
81	410,170.00	410,170.00
82	450,170.00	450,170.00
83	495,250.00	495,250.00
84	544,530.00	544,530.00
85	596,890.00	596,890.00
86	651,290.00	651,290.00
87	707,250.00	707,250.00
88	763,650.00	763,650.00
89	821,250.00	821,250.00

102004

1

SCHEDULE OF RENEWAL PREMIUMS

LEVEL BENEFIT TERM LIFE INSURANCE
ANNUALLY RENEWABLE TO AGE 95

POLICY
NUMBER
3,422,247

INSURING AGE 54

ANNUAL PREMIUMS FOR FACE AMOUNT ON POLICY SPECIFICATIONS PAGE

RENEWAL AGES	RENEWABLE TERM PREMIUM	TOTAL ANNUAL PREMIUMS
90	\$880,850.00	\$880,850.00
91	943,450.00	943,450.00
92	1,011,090.00	1,011,090.00
93	1,086,610.00	1,086,610.00
94	1,182,690.00	1,182,690.00

1. DEFINITIONS IN THIS POLICY

We, Us and Our General American Life Insurance Company.

You and Your The owner of this policy. The owner may be someone other than the insured.
In the application the words "You" and "Your" refer to the proposed insured person(s).

Insured The person whose life is insured under this policy as shown on the Policy Specifications page.

Issue Age The age of the insured as of his or her birthday nearest to the date of issue.

Date of Issue The date of issue is the effective date of the coverage under this policy. The date of issue is shown on the Policy Specifications page. It is also the date from which policy anniversaries, policy years, and premium due dates are measured.

Proceeds The amount payable as a result of the insured's death. This includes:

1. the face amount of the policy, plus
2. any amount payable under an attached rider, plus
3. any premium refund, minus
4. any premium due during the grace period.

2. PREMIUMS AND GRACE PERIOD

Payment of Premiums Your first premium is due as of the date of issue. While the insured is living, premiums after the first must be paid in advance at our Home Office or to an agent of ours upon delivery of a receipt signed by our President or Secretary. You may pay your premiums annually, semiannually, or at other intervals we may establish from time to time. This right is subject to our rates and minimum premium requirement at the date of issue. When the premium for any rider is no longer payable, the total premium will be reduced accordingly. A premium receipt will be furnished upon request if you pay the Home Office.

If this policy is in your possession and you have not paid the first premium, it is not in force. It will be considered that you have the policy for inspection only.

Grace Period Your premium is in default if you do not pay it on or before its due date. We will allow a grace period of 31 days after the premium due date for payment of each premium except the first. A notice will be sent to you, at your last known address, and any assignee of record. During this period no interest will be charged on the premium due, and the policy will remain in force. If the insured dies during the grace period, the amount of any unpaid premium due through the date of death will be deducted from the proceeds of the policy.

If any premium remains unpaid after the grace period, this policy will cease and become void.

Reinstatement Within three years after a default in premium payment, but no later than the policy anniversary nearest the insured's 95th birthday, you may apply for reinstatement if:

1. You submit proof satisfactory to us that the insured is insurable by our standards; and
2. You pay all overdue premiums with interest at 6% per year compounded annually to the date of reinstatement; and
3. The insured is alive on the date we approve the request for reinstatement. If the insured is not alive, such approval is void and of no effect.

Any application for reinstatement becomes part of the contract of reinstatement and of this policy.

Subject to the above requirements, the effective date of reinstatement will be the date we approve the request for reinstatement. We will advise you of the reinstatement effective date.

Premium Refund at Death Any part of a premium which pays the policy to a date beyond the insured's death will be refunded as part of the policy proceeds. This provision does not apply to any premium waived by a waiver of premium benefit rider.

10303512 1
(1/2001)

10303512 2
(1/2001)

3. RENEWAL PRIVILEGE

You may renew this policy without giving us proof that the insured is then insurable by our standards. However, you may not renew this policy beyond the policy anniversary nearest the 95th birthday of the insured. To renew the policy you must pay the proper premium shown on the premium billing notice. The premium must not be paid later than 31 days after the end of each preceding term. Each renewal will be for a term of one year and will begin when the preceding term ends.

If your policy has a waiver of premium rider, and if the insured becomes disabled as defined in such rider, this Renewal Privilege will be applied automatically according to the provisions of such rider.

4. RE-ENTRY PRIVILEGE

At any time after the expiration date of the guaranteed level premium period, you may apply for a new policy of this plan; subject to:

- 1. Proof of insurability acceptable to us; and
- 2. The insured's age not being greater than the maximum issue age for this policy at the time of re-entry.

The request for a new policy must be made to us in writing prior to the desired issue date of the new policy. The date of issue of the new policy will be the date of re-entry. The issue age will be the insured's age on the date of re-entry. We will determine the risk classification and approve the amount of insurance based on the evidence of insurability provided. The time periods in the Suicide Exclusions and Incontestability provisions will begin on the date of re-entry. The premiums for the new policy will be based on:

- 1. The premium rates in effect on the issue date of the new policy; and
- 2. The insured's age on the issue date of the new policy.

5. CONVERSION PRIVILEGE

While this policy is in force, you may exchange this policy in its entirety for a new policy by making a written request prior to the Conversion Date shown on the Policy Specifications page.

The new policy will be a single life policy with cash value offered by us, or an affiliate designated by us, at the date of issue of your new policy. We guarantee that a policy will be made available.

It will be subject to the following provisions:

- 1. The amount converted will not be greater than the face amount of this policy.
- 2. The amount will be subject to the regular company limits on the date of issue of the new policy for the chosen plan of insurance. If the amount to be converted is less than our regular issue limits we may substitute an alternate plan. Regardless of amount, some plan will always be made available.

You do not need to give proof that the insured is then insurable by our standards if the new policy will be issued for the same or lower face amount as this policy and will not have any riders attached. If the face amount of the new policy increases or riders are to be attached to the new policy, then the exchange may be made only if the insured is then insurable. We will use the same underwriting standards as we are then using on applications for new insurance when considering whether the insured is insurable.

The date of issue of the new policy will be the nearest monthly anniversary of this policy on the date of exchange. You must pay all premiums in accordance with the terms of the new policy. The premium rate for the new policy will be based on the age and sex of the insured and our rates on the date of exchange, and the same risk classification, if available, or the nearest comparable risk classification for this policy.

The time periods in the Suicide Exclusion and Incontestability provisions of the new policy will start with this policy's date of issue. If there is an increase in face amount, the time periods in the Suicide Exclusion and Incontestability provisions will apply only to the increased amount and will be measured from the new policy's date of issue.

If this policy has a Waiver of Premium rider as a part of it and the insured becomes disabled as defined in that rider, the Term Conversion provision of the Waiver of Premium rider will modify the Conversion Privilege section of this policy.

104027 1
(1/2001)

3,422,247

104027 2
(1/2001)

3,422,247

6. PERSONS WITH AN INTEREST IN THE POLICY

Owner The owner is as shown in the application or in any supplemental agreement attached to this policy, unless later changed as provided in this policy. You, as owner, are entitled to all rights provided by this policy, prior to its termination. Ownership may be changed in accordance with the Change of Owner or Beneficiary provision. Any person whose rights of ownership depend upon some future event will not possess any present rights of ownership. If there is more than one owner at a given time, all must exercise the rights of ownership by joint action.

Beneficiary The beneficiary to receive the proceeds in the event of the insured's death is as shown in the application or in any supplemental agreement attached to this policy, unless later changed as provided in the policy. You may change the beneficiary in accordance with the Change of Owner or Beneficiary provision. Unless otherwise stated, the beneficiary has no rights in this policy before the death of the insured. If there is more than one beneficiary at the death of the insured, each will receive equal payments, unless otherwise provided. Unless you provide otherwise, if a beneficiary dies prior to the insured's death, that beneficiary's share will be paid to the living beneficiaries of that class. The deceased beneficiary's share will be paid in the same proportion as the living beneficiaries' shares. If there are no beneficiaries living when the insured dies, or at the end of any Common Disaster period, the proceeds (commuted if required) will be payable to you, if you are living, or to your estate.

Change of Owner or Beneficiary During the lifetime of the insured you may change the ownership and beneficiary designations. You must make the change in a form satisfactory to us. If acceptable to us, the change will take effect as of the time you authorized the request, whether or not the insured is living when we receive your request at our Home Office. The change will be subject to any assignment of this policy or other legal restrictions. It will also be subject to any payment we made or action we took before we received your written notice of the change. We have the right to require the policy for endorsement before we accept the change.

If you are also the beneficiary of the policy at the time of the insured's death, you may designate some other person to receive the proceeds of the policy within 60 days after the insured's death.

Assignments We will not be bound by an assignment of the policy or of any interest in it unless:

1. The assignment is made by a written instrument,
2. You file the original instrument or a certified copy with us at our Home Office, and
3. We send you an acknowledgement.

We are not responsible for the validity of any transfer or assignment.

If a claim is based on an assignment, we may require proof of interest of the claimant. A valid assignment will take precedence over any claim of a revocable beneficiary.

106027 1
(1/2001)

7. THE CONTRACT

The Contract We have issued this policy in consideration of the application and payment of premiums. The policy, the application for it, any riders or endorsements, copies of which are attached to and made a part of the policy, are the entire contract. A copy of any application for reinstatement will be sent to you for attachment to this policy and will become part of the contract of reinstatement and of this policy. In addition, any evidence of insurability required for changes to this policy will also be attached to and made a part of this policy. This policy may be changed by our mutual agreement. Any change must be in writing and approved by our President, Vice President, or Secretary. Our agents have no authority to alter or modify any terms, conditions, or agreements of this policy, or to waive any of its provisions.

Conformity with Statutes If any provision in this policy is in conflict with the laws of the state which govern this policy, the provision will be deemed to be amended to conform with such laws. In addition, we reserve the right to change this policy if we determine that a change is necessary to cause this policy to comply with, or give you the benefit of, any federal or state statute, rule or regulation, including but not limited to requirements for life insurance contracts under the Internal Revenue Code, or its regulations or published rulings. You will be given the right to reject this change.

Misstatement of Age or Sex and Corrections If the age or the sex of the insured has been misstated on the application, any amount payable on the policy will be such as the premium paid would have purchased, according to the rate at the date of issue, had the insured's age and sex been correctly stated. If we make any payment or policy changes in good faith, relying on our records, or evidence supplied to us, we will be fully discharged. We reserve the right to correct any errors in the policy.

Statements in Application All statements made by the insured or on his or her behalf, or by the applicant, will be deemed representations and not warranties, except in the case of fraud. Material misstatements will not be used to void the policy or deny a claim unless made in the application, a copy of which is attached to and made a part of the policy when issued or delivered.

Incontestability We cannot contest this policy, except for nonpayment of premium, after it has been in force during the lifetime of the insured for a period of two years from the date of issue. We cannot contest any reinstatement of this policy, with regard to material misstatements made concerning such reinstatement, except for nonpayment of premium, after it has been in force during the lifetime of the insured for a period of two years from the date we approve the reinstatement. This provision will not apply to any rider which contains its own incontestability clause.

Suicide Exclusion If the insured dies by suicide, while sane or insane, within two years from the issue date (or within the maximum period permitted by law of the state in which this policy was delivered, if less than two years), the amount payable will be limited to the amount of premiums paid.

Claims of Creditors To the extent permitted by law, neither the policy nor any payment under it will be subject to the claim of creditors or to any legal process.

106027 2
(1/2001)

8. PAYMENT OF POLICY BENEFITS

Payment A lump sum payment will be made as provided on the face page. Settlement will be made within two months after receipt of due proof of death.

Interest on Proceeds We will pay interest on proceeds from the date of the insured's death to the date of payment. Interest will be at an annual rate determined by us, but never less than the Guaranteed Interest Rate on Proceeds shown on the Policy Specifications page or the legal rate of the state which governs this policy, if higher.

Extended Provisions Provisions for settlement of proceeds different from a lump sum payment may only be made upon written agreement with us.

AMENDMENT OF APPLICATION

Policy Number: 3,422,247 Insured: MICHAEL A PITT

The application for this policy is amended, as follows:

REQUEST TO ISSUE ON AN ELITE BASIS IS HEREBY WITHDRAWN

5. ISSUE \$2,000,000 TWENTY YEAR GUARANTEED LEVEL BENEFIT TERM LIFE INSURANCE.

This amendment and the application will be part of this policy.

Dated at _____ (Signature of Proposed Insured - Parent or Guardian of Minor Proposed Insured)

This _____ day of _____ year _____ (*Signature of Applicant/Owner)

Signature of Additional Adult Insured

*Signature and address if other than Proposed Insured. If Owner is a Corporation, Partnership, or Trust, an authorized officer, partner, or trustee must sign and state title.

007001 1
(1/2001)

3 422 247

9385
(6/91)



3,422,247

Application for Life Insurance
General American
 Life Insurance Company
 St. Louis, Missouri

ORIGINAL

1. Proposed Insured

Name (Last, First, Middle) Pitt Michael A Gender Male Female

Social Security # [Redacted] Date of Birth (MM/DD/YY) 5/ Age (Nearest Birthday) IL Birthplace

Home Address (Street, City, State, Zip) [Redacted] Email Address N/A Home Phone N/A

Name and Address of Employer [Redacted] Years Employed 20+ Work Phone [Redacted]

Occupation Money Manager / Partner Annual Earned Income From Occupation \$ 500K+ Net Worth \$ 5M+

2. Beneficiary

Provide Full Name & Relationship of each to Proposed Insured.

Primary Susan Pitt Contingent

Spouse of Insured

3. Owner

Proposed Insured (Do not designate a Contingent Owner.)
 Other (Provide Full Name, Address, Phone Numbers, Email Address, Date of Birth & Relationship of each to Proposed Insured.)

Original [Redacted] Contingent [Redacted]

Social Security or Tax # of Original Owner (Required By Law) [Redacted]

4. Premium Payor

Proposed Insured Owner Employer Other: (Provide Full Name and Billing Address.)

1067712B
 (4/2001)

Control Number 328-44-0527 01

ORIGINAL

5. Coverage Applied For Include signed and dated illustration.

Special Issue Date [Redacted] Base Face Amount \$ 1,500,000

Plan Level term 20 (elite class)

Contract Type (UL and VUL): Option: Level (A) Increasing (B) Cash Value Accum Test (C)

Traditional	UL	VUL
<input type="checkbox"/> Waiver of Premium	<input type="checkbox"/> Waiver of Monthly Deduction	<input type="checkbox"/> Waiver of Monthly Deduction
<input type="checkbox"/> Accelerated Benefits (Complete Disclosure.)	<input type="checkbox"/> Waiver of Specified Premium \$ _____ (Monthly Premium)	<input type="checkbox"/> Waiver of Specified Premium \$ _____ (Monthly Premium)
<input type="checkbox"/> Decreasing Specified Term II	<input type="checkbox"/> Accelerated Benefits (Complete Disclosure.)	<input type="checkbox"/> Guaranteed Survivor Purchase Option Plus \$ _____ on _____
<input type="checkbox"/> Level Specified Term II	<input type="checkbox"/> Anniversary Partial Withdrawal	\$ _____ on _____ (Complete App. for each life.)
<input type="checkbox"/> Premium Additions Rider (Face Amt.) \$ _____	<input type="checkbox"/> Guaranteed Survivor Purchase Option Plus \$ _____ on _____	<input type="checkbox"/> Anniversary Partial Withdrawal
<input type="checkbox"/> Values Plus One Units # _____	\$ _____ on _____ (Complete App. for each life.)	<input type="checkbox"/> Accelerated Benefits (Complete Disclosure.)
<input type="checkbox"/> Automatic Purchase Option \$ _____ Yr. _____	<input type="checkbox"/> Supplemental Coverage Term Rider/ Joint Supplemental Coverage Term Rider \$ _____	<input type="checkbox"/> Adjustable Benefit Term Rider
<input type="checkbox"/> Guaranteed Survivor Purchase Option \$ _____ on _____ (Complete App. for each life.)	<input type="checkbox"/> Lifetime Coverage Rider	<input type="checkbox"/> Estate Preservation Term Rider \$ _____
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Secondary Guarantee Rider	<input type="checkbox"/> Supplemental Coverage Term Rider/ Joint Supplemental Coverage Term Rider \$ _____
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Lifetime Coverage Rider
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Secondary Guarantee Rider
		<input type="checkbox"/> Other \$ _____
		<input type="checkbox"/> Other \$ _____

6. Premiums and Dividends

Billing

Pre-Authorized Check Monthly
 Direct Combined Direct (Traditional)
 List Single Premium (UL and VUL)

Mode

Annual Semi-Annual
 Quarterly Monthly (List or PAC only.)

Note: Paying your insurance premiums more often than annually (more often than once a year) will cost more than paying them once a year. (Not applicable for UL/VUL plans.)

Add to Existing Bill # [Redacted]

Premium Amt. (UL and VUL) \$ [Redacted]

Dividend Option (if eligible)

Pd. Up Advs. (Trad.) Cash
 Reduce Prem. (Trad.) Accum. (Trad.)
 Inc. Cash Value (UL and VUL)

Automatic Premium Payment (Traditional)

Div. Accum. Loan
 Both Neither

1067712B
 (4/2001)

Control Number 328-44-0527 01

ORIGINAL

7. VUL Suitability

Have you received a Prospectus/Memorandum of Understanding for the policy applied for? Yes No

Date of Prospectus/Memorandum Date of any supplement

Is a current Customer Information Statement for this owner on file with the selling broker-dealer? (If "No", one must be submitted with this application.) Yes No

Do you understand that:

- The death benefit and cash surrender value will increase or decrease depending on investment experience? Yes No
- There is no guaranteed minimum death benefit or cash surrender value? Yes No

Do you believe that the policy applied for meets your insurance needs and your anticipated financial objectives? Yes No

I request a copy of the Statement of Additional Information for the following Investment Company(ies):

8. Additional Alternate Include signed and dated illustration for each.

Provide details including plan, amount and riders. If Beneficiary and Owner other than original, indicate below.

10yr term

9. Other Insurance

a. Total Life Insurance now in force on Proposed Insured. If "None", check

Company and Policy #	Year of Issue	Personal Ins. Amt.	Business Ins. Amt.	Accidental Death Amt.	Waiver of Prem. Yes	No
<i>group term</i>		<i>0</i>				

If additional space is needed, provide information in "Details" below. Yes No

b. Are you currently applying for life insurance with any other company? (If "Yes", provide information in "Details" below.) Yes No

c. Will the insurance being applied for replace any of the above or any in force annuities? Yes No

d. Will the insurance being applied for receive any values (to pay premiums or additional payments) from another policy/contract? Yes No

If either "c" or "d" is answered "Yes", circle affected coverage above or indicate in "Details" below. Policy/contract number MUST be provided. (Complete and submit required replacement forms.)

10. General Information

Have you: (Provide explanation of "Yes" answers in "Details" below.) Yes No

- Ever been declined, postponed, rated or offered a policy different than that applied for? Yes No
- Any intention to travel or reside outside the United States? Yes No
- Been a pilot or student pilot during the past 3 years or have any intention of becoming a pilot or student pilot in any type of aircraft? (If "Yes", complete Aviation Supplement.) Yes No
- Participated in, or do you contemplate participating in: aeronautics, competitive racing, underwater or sky diving, mountian climbing, or any other similar avocation? (If "Yes", complete Avocation Supplement.) Yes No
- Ever had a traffic citation for driving while intoxicated or driving under the influence of intoxicants or drugs? Yes No
- Within the past three years, had any moving vehicle violation? Yes No

Provide Driver's License # State *ILL*

1067712B (4/2001) Control Number *328-44-0527-01*

ORIGINAL

11. Details To "Yes" Answers Above/Additional Information

12. Home Office Endorsements Only

Declarations

- I agree that:
- The statements and answers in this application and any amendments to it, in any supplements, or made to the medical examiner are true and complete to the best of my knowledge and belief and will be the basis of any insurance issued and will be part of any policy issued.
 - Knowledge of the agent or medical examiner will not be imputed to the Company unless stated in this application or any amendments to it, or in any supplements or medical reports received in the Home Office. No printed provision of this application will be modified or waived except by an endorsement signed by an officer at the Home Office. No agent or medical examiner has the authority to make or alter any contract for the Company.
 - My acceptance of any insurance policy means I agree to any changes shown in #12, where state law permits Home Office endorsements.
 - If a premium payment is given in exchange for a Temporary Insurance Agreement (TIA), the Company will be liable only as set forth in that Agreement.
 - If a premium payment is not given, then insurance will take effect when a policy is approved by the Company for issue as applied for, the first full premium is paid and the health and insurability of any person proposed for insurance have not changed since the date of this application.
 - If a policy is issued other than as applied for, insurance will take effect under the policy only when a policy issued by the Company is delivered to and accepted by me, the first full premium is paid, and the health and insurability of any person proposed for insurance have not changed since the date of this application.

The Applicant and agent certify that the Applicant has read, or had read to him or her the completed application and that he or she realizes that any false statement or misrepresentation therein may result in loss of coverage under the policy. This contract may be subject to taxation as described in the Internal Revenue Code.

CERTIFICATION: Under penalties of perjury, I certify that:

- The number shown on this form is my correct Taxpayer Identification Number (or, if no number is shown, I am waiting for a number to be issued to me); and
- I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

****PLEASE NOTE:** You must cross out and initial #(2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under-reporting interest or dividends on your tax return.**

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Date (MM/DD/YYYY) *7/14/03* Signed At (City, State) *Chicago IL*

Signature of Proposed Insured - Parent or Guardian if Proposed Insured under age 19

Signature, Name and Address of Applicant/ Owner if other than Proposed Insured (If Owner is a Corporation, Partnership or Trust, an authorized officer, partner or trustee must sign and state title.)

I certify that I have truly and accurately recorded on all parts of this application the information supplied by the Applicant. In light of the financial need of the Proposed Insured and Owner, the purpose of this sale has been discussed with the Owner, and I believe this application to be a suitable recommendation.

- To the best of my knowledge, this is a replacement. (Complete and submit required replacement forms.) To the best of my knowledge, this is not a replacement.
- For VUL: Did you deliver the current Prospectus/Memorandum of Understanding and were all of the written sales materials used printed by General American Life Insurance Company? Yes No

Signature of Licensed Agent

1067712B (4/2001) Control Number *328-44-0527-01*

General American
Life Insurance Company
St. Louis, Missouri

ORIGINAL

Medical Declarations - Completed by Examiner

1. Proposed Insured's Name (Last, First, Middle) Michael PITT Date of Birth (MM/DD/YY) 6/19/49

2. a. Who is the doctor who can give us the most complete and up to date information concerning your present health? If "None", check
 Name and Address (Street/City, State, Zip) [Redacted] Phone [Redacted]

b. When was this doctor last consulted? Jun 02 Why? [Redacted]

c. What treatment was given or medication prescribed? If "None", check

3. Height 6-1 Weight 204 Any weight loss in the past year? Yes No
If "Yes", reason [Redacted]

4. a. Do you use tobacco or nicotine products? Current Past-date last used [Redacted] Never
b. Type Cigarettes Pipe/Cigar Chew Patch/Gum
Amount/Frequency [Redacted]

5. Within the last ten years have you had, been treated for, or diagnosed as having:

	Yes	No
a. High blood pressure, chest pain, heart attack, or any other disease or disorder of the heart or circulatory system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Asthma, bronchitis, emphysema, or any other disease or disorder of the lungs or respiratory system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Seizures, stroke, headaches, or any other disease or disorder of the brain or nervous system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Ulcer, colitis, cirrhosis, hepatitis, or any other disease or disorder of the liver, gallbladder, intestines or stomach?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Any disease or disorder of the kidney, bladder, prostate, reproductive organs, or breasts; sexually transmitted disease; sugar, albumin, blood or pus in the urine?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Diabetes; disorder of the thyroid or lymph glands, or other endocrine disorders?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Arthritis, gout or disorder of the muscles or bones?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Cancer, tumor, cyst or disorder of the skin?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Anemia, or any other disorder of the blood?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Depression, stress, anxiety, or any other psychological or emotional disorder or symptoms?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Details: List question number. Give dates, duration, treatment and doctors' names and addresses.
[Redacted]

313512 (6/97)

This Form Can Only Be Used In Illinois.

013686

Medical Declarations - Completed by Examiner (Cont.)

ORIGINAL

6. Are you now under observation or taking medication or treatment? Yes No

7. Do you have any doctor's visit or medical care scheduled? Yes No

8. Have you:
 a. Ever been diagnosed by a member of the medical profession as having AIDS or AIDS Related Complex? Yes No
 b. Tested positive for antibodies to the AIDS (HIV) virus? Yes No

9. Other than the above, during the past five years have you had any checkup, illness, injury or health condition; had or been recommended to have any treatment, hospitalization, surgery, medical test or medication? Yes No

10. Have you:
 a. Used (once or more) or do you now use barbiturates, amphetamines, hallucinogenic drugs (including marijuana), cocaine, heroin, narcotics, or any similar substances or any prescription drug except in accordance with a physician's instructions? Yes No
 b. Been advised to limit or discontinue the use of alcohol or drugs; sought or received treatment, counseling or participated in a group for alcohol or drug use? Yes No

11. Do you exercise? Yes No Type walks 5 miles 3 times a week

12. Are you now pregnant? Yes No
If "Yes", estimated date of delivery? wt training + 4 bread with

13. Family history:

	Age if Living	Age at Death	Cause of Death
Father	65		
Mother	78		
Brothers and Sisters	46		
# Living	2		
# Dead	56		

I agree that the statements and answers in this Medical Declarations are true and complete to the best of my knowledge and belief. They, together with the statements and answers in the application and any amendments, will become the basis of any insurance issued and will be part of any policy issued.

Signed at (City, State) Chicago, IL Date (MM/DD/YY) 8/01/03

Signature of Proposed Insured [Signature] Signature of Proposed Insured - Parent or Guardian if Proposed Insured under age 18 [Signature]

313512 (6/97)

This Form Can Only Be Used In Illinois.

013686

LEVEL BENEFIT TERM LIFE INSURANCE
ANNUALLY RENEWABLE TO AGE 95

Non-Participating

**General
American**
LIFE INSURANCE COMPANY
ST. LOUIS, MISSOURI 63166

10003712
(1/2001)

3,422,247

3,422,247

1 **NICHOLAS & TOMASEVIC, LLP**

Craig M. Nicholas (SBN 178444)

2 Alex Tomasevic (SBN 245598)

225 Broadway, 19th Floor

3 San Diego, California 92101

Tel: (619) 325-0492

4 Fax: (619) 325-0496

Email: cnicholas@nicholaslaw.org

5 Email: atomasevic@nicholaslaw.org

6 **WINTERS & ASSOCIATES**

Jack B. Winters, Jr. (SBN 82998)

7 Georg M. Capielo (SBN 245491)

Sarah Ball (SBN 292337)

8 8489 La Mesa Boulevard

La Mesa, California 91942

9 Tel: (619) 234-9000

Fax: (619) 750-0413

10 Email: jackbwinters@earthlink.net

Email: gcapielo@einsurelaw.com

11 Email: sball@einsurelaw.com

12 Attorneys for Plaintiff SUSAN A. PITT,
Individually, as Successor-In-Interest to MICHAEL A.
13 PITT, Decedent, on Behalf of the Estate of
MICHAEL A. PITT, and on Behalf of the Class
14

15 **UNITED STATES DISTRICT COURT**

16 **NORTHERN DISTRICT OF CALIFORNIA**

17 SUSAN A. PITT, Individually, as
Successor-In-Interest to MICHAEL A.
18 PITT, Decedent, on Behalf of the Estate
of MICHAEL A. PITT, and on Behalf
19 of the Class,

20 Plaintiff,

21 vs.

22 GENERAL AMERICAN LIFE
INSURANCE COMPANY, a Missouri
Corporation; METROPOLITAN
23 TOWER LIFE INSURANCE
COMPANY, a Delaware Corporation;
24 and METLIFE GROUP, INC., a New
York Corporation

25 Defendants.
26
27
28

Case No.:

**DECLARATION OF SUSAN A. PITT
PURSUANT TO C.C.P. § 377.32**

- 1 1. I am over the age of 18 years. The facts set forth herein are personally known
2 to me and, if called upon to testify, I could and would do so competently.
- 3 2. I am the wife of Michael A. Pitt, who died on May 23, 2018 in Rancho Santa
4 Fe, California.
- 5 3. No proceeding is now pending in the state of California for administration of
6 the Estate of Michael A. Pitt.
- 7 4. I am one of the successors-in-interest to Michael A. Pitt, as defined in § 377.11
8 of the Code of Civil Procedure, and succeed to the decedent's interest in the
9 action.
- 10 5. I am authorized by the other successors-in-interest to Michael A. Pitt to act on
11 their behalf in the above-entitled proceeding.
- 12 6. No other person has a superior right to commence the above-entitled
13 proceeding or to be substituted for Michael A. Pitt in the above-entitled
14 proceeding.
- 15 7. A certified copy of the death certificate for Michael A. Pitt is attached hereto
16 as Exhibit "1" and incorporated herein by reference.

17 I declare under penalty of perjury under the laws of the United States of
18 America that the foregoing is true and correct. Executed this 29th day of
19 October, 2018, in Rancho Santa Fe, California.

20 
21 SUSAN A. PITT
22
23
24
25
26
27
28

EXHIBIT 1

CERTIFICATION OF VITAL RECORD

COUNTY OF SAN DIEGO

CERTIFICATE OF DEATH

3201837009571

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASERS, WHITEOUTS OR ALTERNATIVES VS-1 (REV 2/06)			LOCAL REGISTRATION NUMBER		
1. NAME OF DECEDENT - FIRST (Given) MICHAEL		2. MIDDLE ANDREW		3. LAST (Family) PITT			
4. AKA, ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST)		5. DATE OF BIRTH mm/dd/yyyy [REDACTED]			6. AGE Yrs 68	7. IF LICED ONE YEAR Months Day Hours Minutes	8. SEX M
9. BIRTH STATE/FOREIGN COUNTRY IL		10. SOCIAL SECURITY NUMBER [REDACTED]		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		12. MARITAL STATUS/SCIP (at time of death) MARRIED	
13. EDUCATION - Highest Level Degree BACHELOR		14. WAS DECEDENT HISPANIC/LATINCA/SPANISH? (If yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		15. DATE OF DEATH mm/dd/yyyy 05/23/2018		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) CAUCASIAN	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)		19. YEARS IN OCCUPATION 40			
20. DECEDENT'S RESIDENCE (Street and number or location)		21. CITY [REDACTED]		22. COUNTY/PROVINCE SAN DIEGO		23. ZIP CODE [REDACTED]	
24. YEARS IN COUNTY 4		25. STATE/FOREIGN COUNTRY CA					
26. INFORMANT'S NAME, RELATIONSHIP SUSAN ANN PITT, SPOUSE		27. INFORMANT'S ADDRESS [REDACTED]					
28. NAME OF SURVIVING SPOUSE/SRDP - FIRST SUSAN		29. MIDDLE AN		30. LAST (BIRTH NAME) BLACKBURN			
31. NAME OF FATHER/PARENT - FIRST ANDREW		32. MIDDLE GEORGE		33. LAST PITT		34. BIRTH STATE IL	
35. NAME OF MOTHER/PARENT - FIRST BETTY		36. MIDDLE ELLEN		37. LAST (BIRTH NAME) STERGIOS		38. BIRTH STATE IL	
39. DISPOSITION DATE mm/dd/yyyy 05/31/2018		40. PLACE OF FINAL DISPOSITION RES: SUSAN ANN PITT [REDACTED]					
41. TYPE OF DISPOSITION(S) CR/RES		42. SIGNATURE OF EMBALMER NOT EMBALMED				43. LICENSE NUMBER -	
44. NAME OF FUNERAL ESTABLISHMENT TRIDENT SOCIETY		45. LICENSE NUMBER FD1921		46. SIGNATURE OF LOCAL REGISTRAR WILMA J WOOTEN, MD MPH		47. DATE mm/dd/yyyy 05/31/2018	
101. PLACE OF DEATH RESIDENCE		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> ER-OP <input type="checkbox"/> DDA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LC <input checked="" type="checkbox"/> Coronary Home <input type="checkbox"/> Other		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LC <input checked="" type="checkbox"/> Coronary Home <input type="checkbox"/> Other			
104. COUNTY SAN DIEGO		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)		106. CITY [REDACTED]			
107. CAUSE OF DEATH Enter the chain of events -- diseases, injuries, or complications -- that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or venous thrombosis without showing the etiology. DO NOT abbreviate. (A) AMYOTROPHIC LATERAL SCLEROSIS		108. DEATH REPORTED TO CORONER? (A) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		109. BIOPSY PERFORMED? (B) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		110. AUTOPSY PERFORMED? (C) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
111. UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST		112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 HYPERTENSION		113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date) NO			
114. CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Attended Since: [REDACTED] Decedent Last Seen Alive: [REDACTED]		115. SIGNATURE AND TITLE OF CERTIFIER GREG I WINTER M.D.		116. LICENSE NUMBER A118810		117. DATE mm/dd/yyyy 05/24/2018	
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE GREG I WINTER M.D. 500 LA TERRAZA BLVD STE 130, ESCONDIDO, CA 92025		119. CERTIFY THAT IF ANY OTHER DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED: VAIN/PR OF DEATH: <input type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		121. INJURY DATE mm/dd/yyyy	
122. HOUR (24 Hour)		123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)		125. LOCAL OF INJURY (Street and number, or local on, and city, and zip)					
126. SIGNATURE OF CORONER / DEPUTY CORONER		127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER			
STATE REGISTRAR		A B C D E		FAX AUTH#		CENSUS TRACT	

1 of 2

CASANDIEOJ

County of San Diego - Health & Human Services Agency - 3851 Rosecrans Street. This is to certify that, if bearing the OFFICIAL SEAL OF THE STATE OF CALIFORNIA, the OFFICIAL SEAL OF SAN DIEGO COUNTY AND THEIR DEPARTMENT OF HEALTH SERVICES EMBOSSED SEAL, this is a true copy of the ORIGINAL DOCUMENT FILED. This copy not valid unless prepared on engraved border displaying seal and signature of Registrar

Wilma J. Wooten, M.D.

DATE ISSUED: 6/6/2018 WILMA J. WOOTEN, M.D., M.P.H. REGISTRAR OF VITAL RECORDS County of San Diego



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF VITAL RECORD

COUNTY OF SAN DIEGO

3052018113884

STATE FILE NUMBER

1.1

AFFIDAVIT TO AMEND A RECORD

NO ERASURES, WHITEOUTS, PHOTOCOPIES, OR ALTERATIONS

3201837009571

LOCAL REGISTRATION NUMBER

BIRTH DEATH FETAL DEATH

TYPE OR PRINT CLEARLY IN BLACK INK ONLY - THIS AMENDMENT BECOMES AN ACTUAL PART OF THE OFFICIAL RECORD

PART I INFORMATION TO LOCATE RECORD

INFORMATION AS IT APPEARS ON ORIGINAL RECORD	1A. NAME - FIRST MICHAEL	1B. MIDDLE ANDREW	1C. LAST PITT	
	2. SEX M	3. DATE OF EVENT - MM/DD/CCYY 05/23/2018	4. CITY OF EVENT RANCHO SANTA FE	5. COUNTY OF EVENT SAN DIEGO
	6. FULL NAME OF FATHER/PARENT AS STATED ON ORIGINAL RECORD ANDREW GEORGE PITT		7. FULL NAME OF MOTHER/PARENT AS STATED ON ORIGINAL RECORD BETTY ELLEN STERGIOS	

2 of 2

PART II STATEMENT OF CORRECTIONS TO BIRTH, DEATH, OR FETAL DEATH RECORD

8. ITEM NUMBER TO BE CORRECTED	9. INCORRECT INFORMATION THAT APPEARS ON ORIGINAL RECORD	10. CORRECTED INFORMATION AS IT SHOULD APPEAR
29	AN	ANN

LIST ONE ITEM PER LINE

REASON FOR CORRECTION

11. TO CORRECT #29

AFFIDAVITS AND SIGNATURES

We, the undersigned, hereby certify under penalty of perjury that we have personal knowledge of the above facts and that the information given above is true and correct.

12A. SIGNATURE OF FIRST PERSON ANDREA GUITRON	12B. PRINTED NAME ANDREA GUITRON	12C. TITLE/RELATIONSHIP TO PERSON IN PART I DEATH CERTIFICATE CLERK
12D. ADDRESS (STREET and NUMBER, CITY, STATE, ZIP) 9242 MIRAMAR ROAD, STE 36-37, SAN DIEGO, CA 92126	12E. DATE SIGNED - MM/DD/CCYY 06/04/2018	
13A. SIGNATURE OF SECOND PERSON MIKE DELGADILLO	13B. PRINTED NAME MIKE DELGADILLO	13C. TITLE/RELATIONSHIP TO PERSON IN PART I FUNERAL DIRECTOR
13D. ADDRESS (STREET and NUMBER, CITY, STATE, ZIP) 9242 MIRAMAR ROAD, SAN DIEGO, CA 92126	13E. DATE SIGNED - MM/DD/CCYY 06/04/2018	

STATE/LOCAL REGISTRAR USE ONLY

14. OFFICE OF VITAL RECORDS OR LOCAL REGISTRAR STATE REGISTRAR - OFFICE OF VITAL RECORDS	15. DATE ACCEPTED FOR REGISTRATION 06/06/2018
---	--

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS



FORM VS 24a (REV. 1/08)

1.1

County of San Diego - Health & Human Services Agency - 3851 Rosecrans Street. This is to certify that, if bearing the OFFICIAL SEAL OF THE STATE OF CALIFORNIA, the OFFICIAL SEAL OF SAN DIEGO COUNTY AND THEIR DEPARTMENT OF HEALTH SERVICES EMBOSSED SEAL, this is a true copy of the ORIGINAL DOCUMENT FILED. This copy not valid unless prepared on engraved border displaying seal and signature of Registrar

Wilma J. Wooten, M.D.

DATE ISSUED: 6/6/2018 WILMA J. WOOTEN, M.D., M.P.H.
REGISTRAR OF VITAL RECORDS
County of San Diego



A003339535

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



CASANDIEO1

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SUSAN A. PITT, Individually, as Successor-In-Interest to MICHAEL A. PITT, Decedent, on Behalf of the Estate of MICHAEL A. PITT, and on Behalf of the Class

(b) County of Residence of First Listed Plaintiff San Diego County, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Craig M. Nicholas, Esq. | Alex Tomasevic, Esq. 225 Broadway, Floor 19, San Diego, CA 92101

DEFENDANTS

GENERAL AMERICAN LIFE INSURANCE COMPANY, a Missouri Corporation; METROPOLITAN TOWER LIFE INSURANCE COMPANY, a Delaware Corporation; and METLIFE GROUP, INC., a New York Corporation

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332 - Diversity

Brief description of cause: Breach of Contract; Bad Faith; and Violation of California Unfair Business Practices Act.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ Unknown CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 10/30/2018 SIGNATURE OF ATTORNEY OF RECORD

Craig M. Nicholas

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims General American, MetLife Prematurely Terminate Life Insurance Policies](#)
