

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

KRISTEN SLUYSKI, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

AMERICAN GENERAL LIFE  
INSURANCE COMPANY,

Defendant.

CIVIL ACTION NO. 18-10411

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453, Defendant American General Life Insurance Company (“AGLI”) removes to this Court the above-styled action, commenced in Middlesex County Superior Court (Massachusetts), Case No. 1781-cv-03584 (the “Action”). In support of this Notice of Removal, AGLI states as follows:

**Procedural History and Plaintiff’s Allegations**

1. On December 8, 2017, Plaintiff Kristen Sluyski (“Plaintiff”) filed the Action in Middlesex County Superior Court against AGLI. The Complaint asserts claims on behalf of Plaintiff in her individual capacity and on behalf of a putative class of individuals “who (a) reside in a Class State ... and (b) as a result of AGLI’s failure to properly calculate and include interest on proceeds paid after statutory prompt payment deadlines, have not been paid the full death benefits to which they were entitled under a life insurance policy issued by AGLI or any of AGLI’s predecessors ... .” Compl., ¶ 1. The Complaint defines “Class States” as those 45 jurisdictions that have enacted “[s]imilar laws” to Massachusetts General Laws Chapter 175, § 119C, providing

for payment of interest in the event life insurance benefits are not paid within a statutorily-prescribed time frame. Compl., ¶¶ 1 & 13.

2. This Court has original subject matter jurisdiction over this civil action pursuant to 28 U.S.C. § 1332(d)(2)(A) (the “Class Action Fairness Act” or “CAFA”), and the Action is one that may be removed to this Court pursuant to the provisions of 28 U.S.C. §§ 1446 and 1453. This is: (i) a putative class action; (ii) in which at least one member of the class of plaintiffs is a citizen of a state different than AGLI; (iii) the number of members of the putative class is not less than 100; and (iv) the amount allegedly in controversy exceeds \$5,000,000, exclusive of interest and costs. *See* 28 U.S.C. § 1332(d)(2), (d)(5)(B).

3. Venue is proper in this Court because the Middlesex County Superior Court is located within this District. *See* 28 U.S.C. § 1446(a).

**Non-Waiver of Defenses**

4. By removing this action from the Middlesex County Superior Court, AGLI does not waive any defenses available to it, including but not limited to that there is no personal jurisdiction over some or all of the allegations contained in the Complaint.

5. By removing this action from the Middlesex County Superior Court, AGLI does not admit any of the allegations in Plaintiff’s Complaint.

**The Procedural Requirements for Removal Have Been Satisfied**

6. Removal is Timely. AGLI accepted service of process on January 31, 2018. Thus, this notice of removal is timely, as the 30-day period for removal has not expired. *See* 28 U.S.C. § 1446(b)(1).

7. Pleadings and Process. Pursuant to 28 U.S.C. § 1446(a), attached hereto as Exhibit A is “a copy of all process, pleadings, and orders served upon” or obtained by AGLI.

8. Filing and Service. A copy of this Notice of Removal is being filed with the clerk of the Middlesex County Superior Court, and is being served on all counsel of record, consistent with 28 U.S.C. § 1446(d). A copy of that Notice is attached hereto as Exhibit B. Middlesex County Superior Court is located within this District.

**Elements for Removal Under CAFA**

9. Covered Class Action. A case satisfies CAFA’s class action requirement if it is “filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B). The instant action satisfies this definition. First, the Complaint purports to seek relief on behalf of Plaintiff and a nationwide class of similarly-situated potential plaintiffs pursuant to Massachusetts Rule of Civil Procedure 23. *See* Compl., ¶ 35. Massachusetts Rule of Civil Procedure 23 is a cognate to Fed. R. Civ. P. 23. *See Markarian v. Connecticut Mut. Life Ins. Co.*, 202 F.R.D. 60, 63 (D. Mass. 2001) (noting that Massachusetts Rule of Civil Procedure 23 is “similar” to Fed. R. Civ. P. 23).

10. CAFCA’s Diversity Requirement is Satisfied. The diversity requirement of § 1332(d) is satisfied when any member of a class of plaintiffs is a citizen of a state different from any defendant.

a. For purposes of federal diversity jurisdiction, a corporation is a citizen of its state of incorporation and its principal place of business. *See Hertz Corp. v. Friend*, 559 U.S. 77, 80, 130 S. Ct. 1181, 1185, 175 L. Ed. 2d 1029 (2010) (*quoting* 28 U.S.C. § 1332(c)(1)). The Complaint alleges that AGLI is incorporated under the laws of Delaware and has its principal place of business located in Houston, Texas. *See* Compl., ¶ 4. Thus, the Complaint alleges that AGLI is a citizen of the States of Delaware and Texas.

b. The Complaint alleges that Plaintiff “is an individual residing in Littleton, Massachusetts.” Compl., ¶ 3. Although an individual’s residency is not the equivalent of citizenship, Plaintiff’s “allegation in the state court complaint that [she is] a [Massachusetts] resident create[s] a presumption of continuing residence in [Massachusetts] and put[s] the burden of coming forward with contrary evidence on the party seeking to prove otherwise . . . .” *State Farm Mut. Auto Ins. Co. v. Dyer*, 19 F.3d 514, 519 (10th Cir. 1994). *See also Lew v. Moss*, 797 F.2d 747, 751 (9th Cir. 1986). Accordingly, the allegations in the Complaint that Plaintiff resides in Massachusetts constitute *prima facie* evidence that she is domiciled in Massachusetts and is therefore a Massachusetts citizen. *See Dyer*, 19 F.3d at 520. Plaintiff’s allegations that AGLI is a citizen of Delaware and Texas, and that Plaintiff resides in Massachusetts, establish complete diversity under 28 U.S.C. § 1332.

11. The Proposed Class Exceeds 100 Members. Plaintiff alleges that “AGLI has paid out death benefit payments to *thousands* of named beneficiaries on life insurance policies since April 2013,” and further alleges that “AGLI has refused to include mandatory interest payments with these death benefit payments for *every claim* that was not paid within 30 days of the insured’s death . . . .” Compl., ¶¶ 33-34 (emphases added). AGLI’s own internal data indicate that, during the period from April 1, 2013 to the present, the company has paid out death benefit payments to thousands of named beneficiaries in the United States. Declaration of Woodrow E. Thatcher in Support of Notice of Removal, ¶ 3, attached hereto. Accordingly, the facts asserted in the Complaint, along with the information produced by AGLI in the Thatcher Declaration, are sufficient, along with “reasonable estimates, inferences, and deductions” therefrom, *Scott v. Cricket Commns., LLC*, 865 F.3d 189, 196 (4th Cir. 2017), to plausibly allege that the proposed class well exceeds 100 members. *See Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S.

Ct. 547, 554, 190 L. Ed. 2d 495 (2014) (“[A] defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold”); *Scott*, 864 F.3d at 195 & n.4 (“the liberal rules of pleading apply to removal allegations” including as to both CAFA’s amount in controversy and class numerosity requirements).

12. Amount in Controversy. CAFA requires that the “aggregate[] matter in controversy exceed[] the sum or value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(2) & (6). As discussed *supra*, “a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554, 190 L. Ed. 2d 495 (2014). It is sufficient for a defendant to “show a reasonable probability that more than \$5 million is at stake.” *Romulus v. CVS Pharmacy, Inc.*, 770 F.3d 67, 80 (1st Cir. 2014). The amount in controversy is determined by accepting plaintiff’s allegations as true. In determining the amount in controversy, a court should consider the total amount of monetary relief that the plaintiff seeks to recover, or the financial impact the relief sought would have on the defendant. *See Richard C. Young & Co. v. Leventhal*, 389 F.3d 1, 3 (1st Cir. 2004) (the amount is measured by “the judgment’s pecuniary consequences to those involved in the litigation”).

a. The facts pleaded in the complaint plausibly allege that the amount in controversy exceeds \$5 million. Plaintiff, for example, alleges that, under M.G. L. c. 175, § 119C, she was entitled to payment of 6% interest or, in the alternative, “at least” 4% interest for the period between the date when she submitted a death benefits claim with AGLI on November 19, 2015, and the date when payment was issued, March 21, 2016. *See* Compl. ¶¶ 13-17, 26. Moreover, Plaintiff alleges that M.G. L. c. 175, § 119C provides for a 12% interest rate if “litigation is brought to secure payment.” *Id.*, ¶ 14. The Complaint

alleges the policy amount was \$700,000. *Id.*, ¶ 9. Thus, assuming, as this Court must at this stage, the truth of the allegations, Plaintiff claims entitlement to payment of 12% interest for a period of 123 days (the duration of the period between the submission of her claim and the issuance of payment) on a payment amount of \$700,047. *See* Compl., ¶ 17. Therefore, plaintiff claims single damages for her individual claim in the amount of approximately \$28,000 (the simple interest calculation for a per annum interest rate of 12% calculated over an approximately four-month time period). Plaintiff further alleges that her claims are “typical of the claims of the Class.” Compl., ¶ 36.

If Plaintiff’s claim is typical of those of the putative nationwide class, it would require a class of only approximately 179 people to satisfy CAFCOA’s amount-in-controversy requirement. In view of the Complaint’s allegation that AGLI has paid out death benefits to “thousands” of named beneficiaries since April of 2013, the representation in the Thatcher Declaration that AGLI has, in fact, paid out death benefits to thousands of beneficiaries in the timeframe, and the allegations that AGLI engaged in an across-the-board practice of declining to pay statutorily-mandated interest, it is highly probable that the amount in controversy meets the CAFCOA threshold of \$5 million. *See Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 754 (11th Cir. 2010) (“[A] removing defendant is not required to prove the amount in controversy beyond all doubt or to banish all uncertainty about it.”); *Raskas v. Johnson & Johnson*, 719 F. 3d 884, 887 (8th Cir. 2013) (“[W]hen determining the amount in controversy, the question is not whether the damages are greater than the requisite amount, but whether a fact finder *might* legally conclude that they are”) (internal quotation marks and citations omitted; emphasis in original).

b. Additionally, the Complaint seeks, on behalf of the class, an award of double or treble damages and attorneys' fees under Count IV of the Complaint (violation of M.G.L. c. 93A). *See* Compl., Relief Requested. Both the multiple damages and attorneys' fees claims are considered in determining whether the amount in controversy requirement has been satisfied. *See Law Office of Joseph J. Cariglia, P.C. v. Jelly*, 146 F. Supp. 3d 251, 254 (D. Mass. 2015) ("The amount in controversy includes statutory multipliers of damages, such as the treble damages provision in Mass. Gen. Laws ch. 93A."); *Spielman v. Genzyme Corp.*, 251 F.3d 1, 6-7 (1st Cir. 2001) (attorneys' fees permitted by c. 93A are considered in determining the amount in controversy for purposes of diversity jurisdiction).

c. While AGLI denies plaintiff is entitled to any of the relief sought in the Complaint, the relief sought in the complaint exceeds CAFA's \$5,000,000 amount-in-controversy requirement.

### CONCLUSION

13. This Court has original subject matter jurisdiction over this Action pursuant to 28 U.S.C. §§ 1332(d) and 1453.

14. In the event any question arises as to the propriety of the removal of this matter, AGLI requests the opportunity to submit briefs and be heard at oral argument in support of its position that removal is proper.

WHEREFORE, AGLI respectfully requests that this Court assume jurisdiction over this matter and that no further proceedings be held in the Middlesex County Superior Court.

Respectfully submitted,

AMERICAN GENERAL LIFE  
INSURANCE COMPANY,

By its attorneys,

/s/ Matthew G. Lindenbaum

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March 2, 2018

CERTIFICATE OF SERVICE

I, Matthew G. Lindenbaum, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on this date.

Dated: March 2, 2018

/s/ Matthew G. Lindenbaum

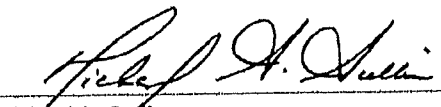


# EXHIBIT A



- 4. **Legal Assistance.** You may wish to get legal help from a lawyer. If you cannot get legal help, some basic information for people who represent themselves is available at [www.mass.gov/courts/selfhelp](http://www.mass.gov/courts/selfhelp).
- 5. **Required Information on all filings:** The "civil docket number" appearing at the top of this notice is the case number assigned to this case and must appear on the front of your Answer or Motion to Dismiss. You should refer to yourself as the "Defendant."

Witness Hon. Judith Fabricant, Chief Justice on \_\_\_\_\_, 20\_\_.

  
 \_\_\_\_\_  
 Michael A. Sullivan  
 Clerk-Magistrate

Note: The number assigned to the Complaint by the Clerk-Magistrate at the beginning of the lawsuit should be indicated on the summons before it is served on the Defendant.

**PROOF OF SERVICE OF PROCESS**

I hereby certify that on \_\_\_\_\_, 20\_\_, I served a copy of this summons, together with a copy of the complaint in this action, on the defendant named in this summons, in the following manner (See Mass. R. Civ. P. 4(d)(1-5)):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_


Dated: \_\_\_\_\_, 20\_\_ Signature: \_\_\_\_\_

N.B. TO PROCESS SERVER:

PLEASE ENTER THE DATE THAT YOU MADE SERVICE ON THE DEFENDANT IN THIS BOX - BOTH ON THE ORIGINAL SUMMONS AND ON THE COPY OF THE SUMMONS SERVED ON THE DEFENDANT.

, 20__
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18001382

<b>CIVIL ACTION COVER SHEET</b>		DOCKET NUMBER	Trial Court of Massachusetts The Superior Court		
PLAINTIFF(S): <u>Kristen Sluyski</u>		DEFENDANT(S): <u>American General Life Insurance Co.</u>		COUNTY: <u>Middlesex</u>	
ADDRESS: <u>14 Crane Rd, Littleton, Middlesex County, MA 01460</u>		ADDRESS: <u>2929 Allen Pkwy, Houston, TX 77019</u>			
ATTORNEY: <u>Mark B. Ryan</u>		ADDRESS: <u>2929 Allen Pkwy, Houston, TX 77019</u>			
ADDRESS: <u>481 Great Rd Suite 19, Acton 01720</u>					
BBO: <u>665310</u>					
TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)					
CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?		
BE1	93A violation relating to settlement of insurance proceeds.	F	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
*If "Other" please describe: _____					
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A					
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.					
<b>TORT CLAIMS</b> (attach additional sheets as necessary)					
A. Documented medical expenses to date:					
1. Total hospital expenses .....					\$ _____
2. Total doctor expenses .....					\$ _____
3. Total chiropractic expenses .....					\$ _____
4. Total physical therapy expenses .....					\$ _____
5. Total other expenses (describe below) .....					\$ _____
Subtotal (A):					\$ 0.00
B. Documented lost wages and compensation to date .....					
C. Documented property damages to date .....					
D. Reasonably anticipated future medical and hospital expenses .....					
E. Reasonably anticipated lost wages .....					
F. Other documented items of damages (describe below) .....					
G. Briefly describe plaintiff's injury, including the nature and extent of injury:					TOTAL (A-F): \$
					0.00
<b>CONTRACT CLAIMS</b> (attach additional sheets as necessary)					
Provide a detailed description of claim(s):					
Failure of Plaintiff to settle death claim according to contract provisions and unfair business practice dealing with public					TOTAL \$
					9000
Signature of Attorney/Pro Se Plaintiff: X <u>Mark B. Ryan</u>					Date: <u>12-6-17</u>
RELATED ACTIONS: Please provide the case number, case name, and count of any related actions pending in the Superior Court.					
CERTIFICATION PURSUANT TO SJC RULE 1:18					
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.					
Signature of Attorney of Record: X <u>Mark B. Ryan</u>					Date: <u>12-6-17</u>

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

SUPERIOR COURT  
CIVIL ACTION  
NO. \_\_\_\_\_

KRISTEN SLUYSKI, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

AMERICAN GENERAL LIFE  
INSURANCE COMPANY,

Defendant.

**CLASS ACTION COMPLAINT**

Plaintiff Kristen Sluyski ("Ms. Sluyski"), individually and on behalf of all others similarly situated, files this Complaint against Defendant American General Life Insurance Company ("AGLI") and in support thereof alleges as follows:

**INTRODUCTION**

1. Ms. Sluyski brings this action individually and on behalf of a class (the "Class") of all other similarly situated life insurance policy beneficiaries who (a) reside in a Class State (as defined below) and (b) as a result of AGLI's failure to properly calculate and include interest on proceeds paid after statutory prompt payment deadlines, have not been paid the full death benefits to which they were entitled under a life insurance policy issued by AGLI or any of AGLI's predecessors (including any policy issued by any life insurance company acquired by AGLI or any of its predecessors). In the 45 Class States, life insurers are required to make

timely payments of death benefits to policy beneficiaries. Timeliness is always calculated in relation to the presentation of proof of death to the insurer. As it has confirmed to Ms. Sluyski, for example in Massachusetts, AGLI has consistently followed a policy or practice of failing or refusing to pay statutorily mandated interest on death claims paid more than 30 days following the insured's death, despite clear statutory language requiring the inclusion of such interest in any untimely payment. AGLI's unlawful policy or practice violates the unambiguous provisions of G.L. c. 175C, § 119C and constitutes an unfair and deceptive act or practice under G.L. c. 93A and G.L. c. 176D.

2. There is a contractual obligation to pay at least 3% interest on the funds held by the company. This provision is being ignored by the Defendant.

#### PARTIES

3. Ms. Sluyski is an individual residing in Littleton, Massachusetts.

4. AGLI is a Delaware corporation with its principal place of business located at 2929 Allen Parkway, Houston, Texas. AGLI is, upon information and belief, a wholly-owned subsidiary of insurance giant AIG.

#### JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this matter because 93A class actions cannot be heard in the district courts and because the case is filed as a class action under Rule 23 of the Massachusetts Rules of Civil Procedure.

6. This Court has personal jurisdiction over AGLI because it has a place of business in the Commonwealth of Massachusetts, issues life insurance policies to Massachusetts residents, and otherwise conducts business in this state.

7. Venue in this District is appropriate because the life insurance policy that forms the basis of Ms. Sluyski's Complaint was sold and issued in this state and the conduct forming the basis for this complaint occurred in this state.

### FACTS

8. According to its website, AGLI has been issuing life insurance policies for over a century. It is one of the oldest life insurance companies in the United States.

9. In December of 2001, AGLI, through its predecessor The Old Line Life Insurance Company of America, issued a term life insurance policy in the amount of \$700,000.00 to Stephen Sluyski, Policy No. MH0007226 (the "Policy").

10. Ms. Sluyski, the wife of the now-late Stephen Sluyski, was the named beneficiary on the Policy.

11. On or around November 1, 2015, Mr. Sluyski passed away.

12. Ms. Sluyski, as the named beneficiary on the Policy, promptly submitted a claim with the requisite proof of death to AGLI on November 19, 2015.

13. General Laws c. 175, § 119C requires a life insurer such as AGLI to include mandatory interest with its death benefit payment, unless the benefit is paid within 30 days of the insured's death. Similar laws exist in 45 states.

14. The Massachusetts statute further requires that the interest be calculated at the rate for proceeds left on deposit, if the insurer has established such a rate. If no such rate has been established, the insurer is required to pay interest at 6 percent. If litigation is brought to secure payment, interest is paid at the rate of 12 percent.

15. AGLI did not pay Ms. Sluyski's claim within 30 days of Mr. Sluyski's death.

16. Accordingly, AGLI was required to include mandatory interest with its death benefit payment.

17. AGLI finally paid Ms. Sluyski the death benefit on or about March 21, 2016, more than 108 days after notice of the death of the insured, by sending her a check in the amount of \$ 700,047.

18. AGLI, however, failed to include the legally mandated interest with the death benefit payment.

19. Hoping this was a mere oversight, Ms. Sluyski's representative called AGLI to request the missing interest payment.

20. AGLI refused to pay Ms. Sluyski any interest payments. AGLI informed Ms. Sluyski's representative that AGLI has *never* paid interest on term death benefit payments.

21. Upon information and belief, AGLI has adopted a policy or practice in which AGLI refuses to comply with G.L. c. 175, § 119C, and the similar prompt payment statutes of the Class States, by refusing to make interest payments to life insurance beneficiaries residing in the Class States.

22. Upon information and belief, AGLI adopted its policy or practice in an effort to achieve substantial financial savings each year. It is believed that AGLI knew its policy or practice was unlawful, yet determined that grieving beneficiaries would be unaware of, or unwilling to enforce, their rights under State law.

23. On or about April 27, 2016, Ms. Sluyski sent a written demand for relief to AGLI under the provisions of G.L. c. 93A, § 9.

24. AGLI rejected Ms. Sluyski's demand for relief and denied liability.



25. Along with its denial of the claim, in a letter dated May 20, 2016 AGLI purported to make a payment to Ms. Sluyski based on a 1% interest calculation, claiming that this was the rate AGLI had established for funds left on deposit.

26. Upon information and belief, AGLI either had no established rate for funds left on deposit or, in the alternative, had an established rate that was at least 4 times higher than what they offered to pay to Ms. Sluyski.

27. AGLI artificially decreased the amount of interest it was legally required to pay to Ms. Sluyski in an attempt to further its efforts not to voluntarily make interest payments that are clearly required by law.

28. Despite these shortcomings, Ms. Sluyski attempted to cash the check in partial satisfaction of her claim.

29. The check AGLI sent Ms. Sluyski was not honored by the bank when she attempted to cash it.

30. Accordingly, AGLI's attempted payment to Ms. Sluyski failed to comply with or remedy its prior violation of G.L. c. 175, § 119C.

31. Ms. Sluyski continues to be damaged by AGLI's conduct.

**Class Allegations**

32. Each of the allegations contained in the foregoing paragraphs is repeated and incorporated by reference as if fully set forth herein.

33. Upon information and belief, AGLI has paid out death benefit payments to thousands of named beneficiaries on life insurance policies since April 2013.

34. Upon information and belief, AGLI has refused to include mandatory interest payments with these death benefit payments for every claim that was not paid within 30 days of the insured's death for the same reasons it refused to pay Ms. Sluyski.

35. Ms. Sluyski brings this action on behalf of herself and a Class of individuals similarly situated pursuant to Massachusetts Rules of Civil Procedure 23. The Class consists of individuals who were beneficiaries on life insurance policies and received death benefit payments from AGLI, but who did not receive the mandatory statutory interest payments owed on payments made after the statutory deadline.

36. Class action treatment is appropriate because the Class contains individuals who are similarly situated, and: (1) there are issues of law and fact common to all of the individuals as a Class; (2) the Class is so numerous that joinder of all individuals is impractical; (3) Ms. Sluyski and her attorneys will fairly and adequately represent the interests of the Class; (4) Ms. Sluyski's claims are typical of the claims of the Class; and (5) common questions of law and fact predominate over any individual issues, making a class action the superior and most efficient method to adjudicate this matter.

37. Ms. Sluyski will fairly and adequately represent and protect the interests of those who are similarly situated. She has no interests antagonistic to or in conflict with the other class members. Ms. Sluyski has retained competent counsel experienced in complex class action matters who are fully committed to pursuing the litigation to its proper conclusion.

38. Ms. Sluyski's claims are typical of the claims of members of the Class. All claims are based on the same base set of facts and legal theories.

39. Upon information and belief, the Class encompasses at least hundreds of individuals. The Class is sufficiently numerous that joinder of all members is impractical. Identification of Class members can be readily and effectively achieved through discovery.

40. There are questions of law and fact which are common to all members of the Class. These questions predominate over any question affecting only individual Class members. The gravamen of this Complaint is based on discrete and uniform policies and practices of AGLI that affected a large group of named beneficiaries residing in the Class States..

41. Among the questions of law and fact common to Ms. Sluyski and the Class are:

- whether AGLI's policy or practice of refusing to pay mandatory interest violates G.L. c. 175, § 119C and the similar laws in the Class States;
- what is the appropriate remedy for such conduct;
- whether AGLI's conduct constitutes bad faith, a breach of the implied duty of good faith and fair dealing, or a breach of contract; and
- whether AGLI's conduct constitutes an unfair and deceptive act or practice in violation of G.L. c. 93A.

42. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, in that:

- the individual Class members are not aware that they have been wronged and are thus unable to prosecute individual actions;
- concentration of the litigation concerning this matter in this Court is desirable;
- a failure of justice will result from the absence of a class action;
- the amounts at issue for individual Class members are likely not substantial enough to make individual actions economical; and
- the Class is readily ascertainable, of moderate size, and no difficulties are likely to be encountered in the management of a class action.

**COUNT I**  
**(Breach of Contract)**

43. Ms. Sluyski repeats and incorporates by reference the allegations from each of the foregoing paragraphs as if fully set forth herein.

44. The particular policies at issue were issued by Old Line Life Insurance Company of America:

45. The policy contract states that the interest rate for funds left on deposit with the Insurance Company would be declared each year but *in no event would the interest rate be less than 3%* (emphasis added)

46. The life insurance policies issued by AGLI or its predecessors to residents of Massachusetts expressly incorporate, or are deemed to incorporate, the relevant provisions of Massachusetts law concerning the payment of benefits thereunder, including the requirements of G.L. c. 175, § 119C.

47. AGLI breached the Policy and all other policies applicable to the Class by refusing and otherwise failing to make interest payments mandated by law.

48. Ms. Sluyski and the Class members have been damaged by AGLI's breaches.

**COUNT II**  
**(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

49. Ms. Sluyski repeats and incorporates by reference the allegations from each of the foregoing paragraphs as if fully set forth herein.

50. Ms. Sluyski's Policy and all other policies applicable to the Class contained an implied covenant of good faith and fair dealing.

51. AGLI breached this implied covenant by knowingly adopting a policy or practice that violated the terms of the policies and the provisions of G.L. c. 175, § 119C for the purpose of achieving substantial financial savings at the beneficiaries' expense.

52. Ms. Sluyski and the Class members have been damaged by AGLI's breaches.

**COUNT III**  
**(G.L. c. 175, § 119C)**

53. Ms. Sluyski repeats and incorporates by reference the allegations from each of the foregoing paragraphs as if fully set forth herein.

54. As an insurer issuing life insurance policies to residents of Massachusetts, AGLI is subject to the provisions of G.L. c. 175, § 119C.

55. The statute requires an insurer such as AGLI to automatically and without demand pay interest with the payment of a death benefit that is paid more than 30 days following the insured's death.

56. The interest required to be paid must be calculated based upon the rate for proceeds left on deposit with the insurer. If the insurer does not have such a rate established, the insurer must pay interest at a rate of 6 percent.

57. As set forth above, AGLI failed to comply with G.L. c. 175, § 119C by refusing to pay timely the full amount of interest required by law.

58. Ms. Sluyski and the other Class members have been damaged by AGLI's violations.

**COUNT IV**  
**(G.L. c. 93A)**

59. Ms. Sluyski repeats and incorporates by reference the allegations from each of the foregoing paragraphs as if fully set forth herein.

60. At all material times, AGLI was engaged in trade or commerce with Ms. Sluyski and the other Class members within the meaning of G.L. c. 93A.

61. AGLI committed unfair and deceptive acts in violation of G.L. c. 93A, § 2 through the conduct set forth above, including:

- adopting a policy or practice of refusing to comply with the requirements of G.L. c. 175, § 119C;
- failing or otherwise refusing to pay all mandatory interest required to be paid under G.L. c. 175, § 119C;
- attempting to pay an artificially decreased interest payment when challenged by a beneficiary; and
- ignoring their own contract provision requiring a minimum interest rate of 3%.
- otherwise engaging in unfair claims settlement practices in violation of G.L. c. 176D, § 3(9).

62. AGLI at all times acted willfully and intentionally and for the purpose of achieving substantial financial savings at beneficiaries' expense

63. AGLI's conduct was performed primarily and substantially in the Commonwealth of Massachusetts.

64. On April 27, 2016, Ms. Sluyski sent a written demand for relief under G.L. c. 93A. On May 30, 2017 a letter was sent to AGLI's in house counsel pointing out the interest clause which was ignored.

65. Despite this demand, AGLI has refused to fully comply with its requirements under G.L. c. 175, § 119C.

66. Ms. Sluyski and the other Class members have been damaged by AGLI's unfair and deceptive acts or practices.

**RELIEF REQUESTED**

Ms. Sluyski, individually and on behalf of the Class, requests that this Court:

- a. Certify this action as a class action under Mass. R. Civ. P. 23 and G.L. c. 93A;
- b. Appoint Kristen Sluyski as Class representative, and the undersigned as Class counsel;
- c. Enter judgment in favor of Ms. Sluyski and the Class on Counts I through IV of the Complaint, and award damages, interest, costs, and attorneys' fees;
- d. Award double or treble damages, interest, costs, and attorneys' fees pursuant to Count IV;
- e. Enjoin AGLI from continuing to apply the unlawful policy or practice set forth above; and
- f. Award any other relief this Court deems just and equitable.

**JURY DEMAND**

Ms. Sluyski and the Class demand a trial by jury on all claims and issues so triable.

KRISTEN SLUYSKI, individually and on  
behalf of all others similarly situated,  
By their attorneys,



Mark B. Ryan, BBO No. 665310

[mryan@ryanlawllc.com](mailto:mryan@ryanlawllc.com)

Ryan Law LLC

481 Great Road, Suite 19

Acton, MA 01720

T: 978-264-9966



Plaintiff's Verified Ad Damnum Pursuant to G.L. c. 231 Section 13B

I, Kristin Sluyski having personal knowledge of the facts pertaining to the above captioned and verify the same as true and correct.

Signed under the pains and penalties of perjury. Date 12/6/17

Kristin Sluyski

Ryan Law LLC State Registered AGC# MA 017202100		12/7/2017	001306
Commonwealth of Massachusetts		\$ 280.00	
Two Hundred Eighty and 00/100			DOLLARS
Commonwealth of Massachusetts			
MEMO: Sluyski	<i>Mrs. B. J.</i>		
⑈001306⑈ ⑆211070175⑆ 1308241949⑈			
THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THE WARNING BAND.			

Ryan Law LLC

Commonwealth of Massachusetts

12/7/2017

001306  
280.00

Operating Account Sluyski

280.00

Ryan Law LLC

Commonwealth of Massachusetts


12/7/2017

001306  
280.00

Operating Account Sluyski

280.00



<p><b>CIVIL TRACKING ORDER</b> (STANDING ORDER 1- 88)</p>	<p>DOCKET NUMBER <b>1781CV03584</b> <i>LI</i></p>	<p><b>Trial Court of Massachusetts</b> <b>The Superior Court</b></p> 
<p>CASE NAME: Kristen Sluyski, Individually and on on behalf of All others simialry situated vs. American General Life Insurance Company</p>		<p>Michael A. Sullivan, Clerk of Court Middlesex County</p>
<p>TO: Mark B Ryan, Esq. Ryan Law LLC 481 Great Rd Suite 19 Acton, MA 01720</p>		<p>COURT NAME &amp; ADDRESS Middlesex Superior - Lowell 360 Gorham Street Lowell, MA 01852</p>

**TRACKING ORDER - A - Average**

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

**STAGES OF LITIGATION**

**DEADLINE**

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		03/08/2018	
Response to the complaint filed (also see MRCP 12)		04/09/2018	
All motions under MRCP 12, 19, and 20	04/07/2018	05/07/2018	06/06/2018
All motions under MRCP 15	02/01/2019	03/04/2019	03/04/2019
All discovery requests and depositions served and non-expert depositions completed	11/28/2019		
All motions under MRCP 56	12/30/2019	01/27/2020	
Final pre-trial conference held and/or firm trial date set			05/26/2020
Case shall be resolved and judgment shall issue by			12/07/2020

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.  
**Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.**  
 This case is assigned to

<p>DATE ISSUED <b>12/08/2017</b></p>	<p>ASSISTANT CLERK <b>Michael M Brennan</b></p>	<p>PHONE <b>(978)453-0201</b></p>
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# EXHIBIT B



Respectfully submitted,

AMERICAN GENERAL LIFE  
INSURANCE COMPANY,

By its attorneys,



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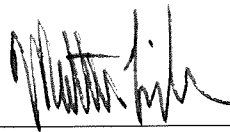
Matthew G. Lindenbaum (BBO #670007)  
Kevin P. Polansky (BBO #667229)  
Christine M. Kingston (BBO #682962)  
Nelson Mullins Riley & Scarborough LLP  
One Post Office Square, 30th Floor  
Boston, MA 02109  
(t) (617)-217-4700  
(f) (617) 217-4710  
matthew.lindenbaum@nelsonmullins.com  
kevin.polansky@nelsonmullins.com  
christine.kingston@nelsonmullins.com

March 2, 2018

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this day, March 2, 2018, a true and accurate copy of the foregoing document has been served upon all opposing parties and/or counsel of record via first class mail as identified below:

Mark B. Ryan  
Ryan Law LLC  
481 Great Road, Suite 19  
Acton, MA 01720  
*Counsel for Plaintiff*



---

Matthew G. Lindenbaum

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

KRISTEN SLUYSKI, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

AMERICAN GENERAL LIFE  
INSURANCE COMPANY,

Defendant.

**DECLARATION OF WOODROW E. THATCHER IN SUPPORT OF NOTICE OF  
REMOVAL**

I, Woodrow E. Thatcher declare the following:

1. I have personal knowledge of the facts set forth in this declaration, or I have knowledge of such facts based on my review and knowledge of the business records of Defendant American General Life Insurance Company (“AGLI”), and could testify to the same if called as a witness in this matter. I make this Declaration in support of AGLI’s Notice of Removal of this action.

2. I am currently the Vice President of Life and A & H Operations for AGLI. In this capacity, and as part of my job responsibilities, I am familiar with AGLI’s operations, and have access to its corporate books and records as well as financial and claims information.

3. My review of AGLI’s internal data confirms that, during the period from April 1, 2013 to the present, AGLI has paid out death benefit payments to thousands of named beneficiaries in the United States.

I hereby declare under penalty of perjury of the laws of the United States that the foregoing statements are, to the best of my knowledge and belief, true and accurate.

Executed this 1<sup>st</sup> day of March, 2018 in Houston, Texas.

  
\_\_\_\_\_  
Woodrow E. Thatcher



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

Kristen Sluyski, individually and on behalf of all others similarly situated

DEFENDANTS

American General Life Insurance Company

(b) County of Residence of First Listed Plaintiff Middlesex (EXCEPT IN U.S. PLAINTIFF CASES)

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Mark B. Ryan, Esq., Ryan Law LLC, 481 Great Road, Suite 19, Acton, MA 01720, 978-264-9966

Attorneys (If Known) Matthew G. Lindenbaum, Esq., Nelson Mullins Riley & Scarborough LLP, One Post Office Square, 30th Floor, Boston, MA 02109, 617-217-4700

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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Real Estate, Personal Injury, etc.

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, 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): This is an action arising under 28 U.S.C. s. 1332, 1441, 1446, and 1453. Brief description of cause: Alleged breach of insurance policy, Massachusetts statute relating thereto, and M.G.L. c. 93A.

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 03/02/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Matthew G. Lindenbaum

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.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Kristen Sluyski, individually and on behalf of all others similarly situated v. American General Life Insurance Company

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 410, 441, 470, 535, 830\*, 891, 893, 895, R.23, REGARDLESS OF NATURE OF SUIT.
II. 110, 130, 140, 160, 190, 196, 230, 240, 290,320,362, 370, 371, 380, 430, 440, 442, 443, 445, 446, 448, 710, 720, 740, 790, 820\*, 840\*, 850, 870, 871.
III. 120, 150, 151, 152, 153, 195, 210, 220, 245, 310, 315, 330, 340, 345, 350, 355, 360, 365, 367, 368, 375, 385, 400, 422, 423, 450, 460, 462, 463, 465, 480, 490, 510, 530, 540, 550, 555, 625, 690, 751, 791, 861-865, 890, 896, 899, 950.

\*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES [ ] NO [x]

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES [ ] NO [x]

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES [ ] NO [ ]

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES [ ] NO [x]

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES [x] NO [ ]

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division [x] Central Division [ ] Western Division [ ]

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division [ ] Central Division [ ] Western Division [ ]

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES [ ] NO [x]

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Matthew G. Lindenbaum, Esq.

ADDRESS Nelson Mullins Riley & Scarborough LLP, One Post Office Square, 30th Floor, Boston, MA 02109

TELEPHONE NO. 617-217-4700

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [AGLI Accused of Denying Woman Proper Life Insurance Payment](#)

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