

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

JOHN E. JAUNICH, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

STATE FARM LIFE INSURANCE
COMPANY,

Defendant.

Case No. _____

COMPLAINT

Class Action

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff John E. Jaunich (“Plaintiff”), individually and on behalf of all others similarly situated, for his Class Action Complaint against Defendant State Farm Life Insurance Company (“Defendant” or “State Farm”), states and alleges as follows:

INTRODUCTION

1. This is a class action to recover amounts that Defendant charged and collected from Plaintiff and other similarly situated life insurance policy owners in excess of amounts authorized by the express terms of their policies. Plaintiff’s claims and those of the proposed class members are exclusively supported by the explicit provisions of their life insurance policies and are not derived from any alleged conversations had, or documents reviewed, at the time of sale.

2. The terms of Plaintiff’s life insurance policy provide for an “Account Value” consisting of monies held in trust by Defendant for Plaintiff. Over the course of several

years, Defendant deducted monies from Plaintiff's Account Value in breach of his policy's terms.

3. Defendant is contractually bound to deduct only those charges explicitly identified and authorized by the terms of its life insurance policies, which are fully integrated agreements. Defendant deducts charges from the Account Values of Plaintiff and the proposed class members in excess of amounts specifically permitted by their life insurance policies.

4. Defendant has caused material harm to Plaintiff and the proposed class members by improperly draining monies they accumulated in the Account Values of their policies. Every unauthorized dollar taken from policy owners is one less dollar on which policy owners earn interest and one less dollar that can be: applied to pay future premiums; used to increase the death benefit; used as collateral for policy loans; or withdrawn as cash.

5. Plaintiff brings this case as a class action under Federal Rule of Civil Procedure 23, individually and as a representative of the following (the "Class): All persons who own or owned a universal life policy issued by State Farm on its policy form 94030 in the State of Minnesota.

PARTIES

6. Plaintiff John E. Jaunich is an individual and resident of the State of Minnesota.

7. Defendant State Farm Life Insurance Company is a life insurance company organized and existing under the laws of the State of Illinois, and maintains its principal place of business in Bloomington, Illinois.

JURISDICTION AND VENUE

8. This Court has jurisdiction over all causes of action asserted herein pursuant to 28 U.S.C. § 1332(d) because this is a class action with diversity of citizenship between parties and the matter in controversy exceeds \$5,000,000, exclusive of interest and costs, and the proposed Class contains more than 100 members.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant is a resident of this District and a substantial portion of the events giving rise to Plaintiff's causes of action occurred in this District.

FACTUAL BACKGROUND

10. Plaintiff purchased from Defendant a flexible premium adjustable whole life insurance policy bearing the policy number LF-1451-0691, and a policy date of December 7, 1995, with a basic amount of \$50,000. A true and accurate copy of Plaintiff's policy (the "Policy") is attached hereto as Exhibit A and incorporated herein by reference.

11. Plaintiff has always been both the "owner" and "insured" under the Policy.

12. Defendant is the effective and liable insurer of the Policy.

13. The Policy is a valid and enforceable contract between Plaintiff and Defendant.

14. "The [P]olicy is the entire contract," and it consists of "the Basic Plan, any amendments, endorsements, and riders, and a copy of the application." Ex. A at p. 11.

15. The terms of the Policy are not subject to individual negotiation and are materially the same for all policy owners. They cannot be altered by an agent's representations at the time of sale.

16. The Policy provides that, “[o]nly an officer has the right to change this policy. No agent has the authority to change the policy or to waive any of its terms. All endorsements, amendments, and riders must be signed by an officer to be valid.” Ex. A at p. 11.

17. Defendant administered and currently administers all aspects of the Policy, and all policies that fall within the Class definition set forth above (together, the “Policies”), including collecting premiums, and setting, assessing and deducting policy charges.

18. In addition to a death benefit, the Policies provide policy owners a savings, or interest-bearing, component that is identified in the Policies as the “Account Value.”

19. Generally speaking, premium dollars are deposited into the Account Value, from which Defendant deducts those monthly charges authorized by the terms of the Policies. The Account Value earns interest as provided by the Policies.

20. The money that makes up the Account Value is the property of the policy owner and is held in trust by Defendant.

21. Defendant may access and withdraw funds from the Account Value only as expressly authorized by the Policies.

22. The Policies expressly define the specific charges that Defendant may assess and deduct from a given policy owner’s premium payments and the accumulated Account Value. Defendant may deduct only those charges allowed by the Policies.

23. Under the express terms of the Policies, a “premium expense charge” is taken from each premium payment in the amount of 5% of each premium paid. Ex. A at p. 3.

24. The Account Value is equal to 95% of the initial premium less the monthly deduction for the first policy month, and thereafter:

The account value on any deduction date after the policy date is the account value on the prior deduction date:

- (1) plus 95% of any premiums received since the prior deduction date,
- (2) less the deduction for the cost of insurance for any increase in Basic Amount and the monthly charges for any riders that became effective since the prior deduction date,
- (3) less any withdrawals since the prior deduction date,
- (4) less the current monthly deduction,
- (5) plus any dividend paid and added to the account value on the current deduction date, and
- (6) plus any interest accrued since the prior deduction date.

The account value on any other date is the account value on the prior deduction date:

- (1) plus 95% of any premiums received since the prior deduction date,
- (2) less the deduction for the cost of insurance for any increase in Basic Amount and the monthly charges for any riders that became effective since the prior deduction date,
- (3) less any withdrawals since the prior deduction date, and
- (4) plus any interest accrued since the prior deduction date.

Ex. A at p. 9.

25. The “Policy Date” is “[t]he effective date of this Policy,” and the “Deduction Date” is “[t]he policy date and each monthly anniversary of the policy date.” Ex. A at p. 5. Therefore, the Deduction Date under Plaintiff’s Policy is the 7th of each month. Ex. A. at p. 3.

26. The Policies authorize Defendant to take a “Monthly Deduction” from the policy owner’s Account Value each month. Ex. A at p. 9.

27. The Policies expressly define the Monthly Deduction as follows:

Monthly Deduction. This deduction is made each month, whether or not premiums are paid, as long as the cash surrender value is enough to cover that monthly deduction. Each deduction includes:

- (1) the cost of insurance,
- (2) the monthly charges for any riders, and
- (3) the monthly expense charge.

Ex. A at p. 9.

28. The Policies state that the monthly expense charge (“Expense Charge”) is \$5.00. Ex. A at p. 3.

29. The Policies also expressly define how the charge for the monthly “Cost of Insurance” (“Cost of Insurance Charge”) is determined and calculated:

Cost of Insurance. This cost is calculated each month. The cost is determined separately for the Initial Basic Amount and each increase in Basic Amount.

The cost of insurance is the monthly cost of insurance times the difference between (1) and (2), where:

- (1) is the amount of insurance on the deduction date at the start of the month divided by 1.0032737, and
- (2) is the account value on the deduction date at the start of the month before the cost of insurance and the monthly charge for any waiver of monthly deduction benefit rider are deducted.

Until the account value exceeds the Initial Basic Amount, the account value is part of the Initial Basic Amount. Once the account value exceeds that amount, if there have been any increases in Basic Amount, the excess will be part of the increases in order in which the increases occurred.

Ex. A at p. 10.

30. The Policies specify the factors Defendant may use to determine “Monthly Cost of Insurance Rates,” which are used to calculate the Cost of Insurance Charges that are deducted from the Account Value each month:

Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured’s age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum monthly cost of insurance rates will be provided for each increase in the Basic Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.

Ex. A at p. 10.

31. Defendant admits that a rate “based on” factors explicitly identified in the Policies must be determined using only those factors identified and no other unidentified factors. *See Alleman v. State Farm Life Ins. Co.*, 334 F. Appx. 470, 472 (3rd Cir. 2009) (affirming summary judgment in State Farm’s favor and rejecting plaintiff insured’s argument that a provision in the life insurance policy stating a charge would be “*based on the Insured’s age last birthday and sex*” should be read to include other undisclosed factors, because “[b]y the plain language of these policies, it is clear that the insureds’ age and sex are the only mortality factors relevant to the rate”) (emphasis added).

32. Thus, under the explicit terms of the Policies, Defendant is authorized to determine Monthly Cost of Insurance Rates for each policy year using only the Insured’s age, sex, applicable rate class, and projected changes in mortality. Ex. A. at p. 10.

33. Policy year, age, sex, and rate class are factors commonly used within the life insurance industry to determine the mortality expectations of an insured or group or class of insureds.

34. By specifically identifying Cost of Insurance Rates for each policy year as based on age, sex, and rate class, Defendant agrees that mortality expectations determine the Monthly Cost of Insurance Rates under the Policies, as confirmed by the additional provision that “[s]uch rates can be adjusted for projected changes in mortality.” Ex. A at p. 10.

35. Given the language of the Monthly Cost of Insurance Rates provision in the Policies, and its context in the Policies as a whole, no reasonable layperson would expect that the Policies permitted Defendant to use any factor it wanted to determine Cost of Insurance Rates for the Policies. A reasonable layperson would instead read policy year, age, sex, and rate class, in combination with the contractual limitation that rates can only be adjusted for “projected changes in mortality,” to mean that only mortality expectations are used to determine Monthly Cost of Insurance Rates for the Policies.

36. The Policies authorize Defendant to make periodic deductions from policy owners’ Account Values including, specifically, Cost of Insurance Charges that are calculated using rates that Defendant must determine based on specified factors, and that can be adjusted for projected changes in mortality.

37. The Policies also disclose a premium expense charge set at a fixed percentage of five percent of each premium payment made. The Policies further disclose a separate,

monthly Expense Charge within the Monthly Deduction that Defendant set at a fixed amount of \$5.00 per month.

38. Although the Policies authorize Defendant to use only certain, specified factors in determining Monthly Cost of Insurance Rates, Defendant uses other factors, not authorized by the Policies, when determining those rates, including, without limitation, profit and expenses.

39. By loading these factors into Monthly Cost of Insurance Rates, Defendant knowingly causes those rates to be higher than what is explicitly authorized by the Policies and, as a result, withdraws Cost of Insurance Charges from policy owner Account Values in amounts greater than what is permitted by the Policies.

40. By loading unauthorized factors in Monthly Cost of Insurance Rates, Defendant repeatedly and continuously breaches the Policies and impermissibly inflates those rates.

41. As a direct and proximate result of Defendant's breaches, Plaintiff and the Class have been damaged, and those damages are continuing in nature in that Defendant deducted and will continue to deduct unauthorized Cost of Insurance Charges from policy owners' Account Values.

42. By loading expense factors in Monthly Cost of Insurance Rates, Defendant repeatedly and continuously breaches the Policies by impermissibly deducting from the Account Values of Plaintiff and the Class amounts in excess of the fixed expense charges expressly authorized by the Policies.

43. As a direct and proximate result of Defendant's breaches, Plaintiff and the Class have been damaged and those damages are continuing in nature in that Defendant has deducted and will continue to deduct expenses, including without limitation, maintenance, administrative, and other expenses, from the Account Values of Plaintiff and the Class in amounts not authorized by the Policies.

44. The nature of Defendant's conduct is such that Plaintiff and each member of the Class would be unaware that Defendant was engaging in wrongdoing by taking inflated charges and improper amounts from their Account Values. Defendant possesses the actuarial information and equations underlying the computation of rates and charges for the Policies. The Monthly Cost of Insurance Rates used to calculate the monthly Cost of Insurance Charges are not disclosed to policy owners, nor are the components or factors that comprise those rates. Even if they were, Plaintiff and the Class would lack the knowledge, experience, and training to reasonably ascertain how Defendant calculated the rates and charges.

45. Defendant was aware that Plaintiff and each member of the Class did not know about the improper deductions because of Defendant's superior knowledge of the aforementioned computations. Defendant sent Plaintiff annual statements that identified each month's Cost of Insurance Charge while affirmatively concealing the factors Defendant used to calculate the Cost of Insurance Rates. Despite reasonable diligence on his part, Plaintiff was kept ignorant by Defendant of the factual bases for these claims for relief. Defendant's withholding of material facts concealed these claims and tolled all applicable statutes of limitation.

46. Plaintiff reasonably relied to his detriment on Defendant's fraudulent concealment of its misconduct and material omission of the factors actually used to calculate the deductions from his Account Value. As a result of such concealment, Plaintiff did not believe that he had suffered any injury or that it was necessary to file a lawsuit. Plaintiff did not discover, and exercising reasonable diligence could not have discovered, the facts establishing Defendant's continuing breaches or the harm caused thereby. Plaintiff did not learn of Defendant's continuing breaches of the Policy supporting his claim until approximately early 2020, when he engaged counsel.

47. Defendant is estopped from asserting a statute of limitations defense. Defendant's conduct in failing to disclose the true factors it used—and continues to use—to calculate the Cost of Insurance Rates misled Plaintiff and prevented him from learning the factual bases for these claims for relief. Plaintiff proceeded diligently to file suit once he discovered the need to proceed. Defendant's continuing breach of the Policy is ongoing.

CLASS ALLEGATIONS

48. Plaintiff brings this lawsuit under Fed. R. Civ. P. 23, individually and as a representative of the following Class: All persons who own or owned a universal life policy issued by State Farm on its policy form 94030 in the State of Minnesota.

49. Excluded from the Class is Defendant, any entity in which Defendant has a controlling interest, any of the officers, directors, or employees of Defendant, the legal representatives, heirs, successors, and assigns of Defendant, any State Farm independent contractor insurance agents, anyone employed with Plaintiff's counsel's firms, any Judge to whom this case is assigned, and the Judge's immediate family. Excluded from the Class

is any policy that explicitly discloses all of the factors Defendant uses to calculate its rates and charges.

50. Plaintiff's claims satisfy the numerosity, commonality, typicality, adequacy, and superiority requirements of Federal Rule of Civil Procedure 23(a), and the requirements for class treatment under Rules 23(b)(1), (b)(2), and (b)(3).

51. The numerosity requirement is satisfied because there are thousands of Class members who are geographically dispersed, making joinder impracticable, and the disposition of Class member claims in a single action will provide a substantial benefit to all parties and to the Court.

52. Class members are ascertainable from information and records in Defendant's possession, custody, or control. Notice of this action can therefore be readily provided to the Class, via first class mail or other appropriate means, using information contained in Defendant's records.

53. Plaintiff's claims are typical of the claims of the Class, because the express terms of the Policies purchased from Defendant by Plaintiff and proposed Class members contain identical limitations on the amounts Defendant can charge under the Policies.

54. Plaintiff will fairly and adequately represent the Class because he is a member of the Class and his interests are aligned with, and do not conflict with, the interests of those he seeks to represent. The interests of the Class members will be fairly and adequately protected by Plaintiff and his counsel, who have extensive experience prosecuting complex class litigation.

55. There are questions of fact and law common to the Class that predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The questions of law and fact common to the Class arising from Defendant's actions include, without limitation, the following:

- a. Whether Defendant is permitted by the Policies to determine its Monthly Cost of Insurance Rates using factors other than those specified in the Policies;
- b. Whether Defendant added, included, used, or relied on factors not specified in the Policies when determining the Monthly Cost of Insurance Rates used to calculate Cost of Insurance Charges for the Policies;
- c. Whether Defendant added, included, used, or relied on factors unrelated to its mortality expectations in determining Monthly Cost of Insurance Rates that the Policies provide are determined using specified mortality factors and no other specified factors;
- d. Whether Defendant is permitted by the Policies to charge expense amounts to policy owners in excess of the amounts disclosed in the Policies;
- e. Whether Defendant charged amounts in excess of those specifically authorized by the Policies;
- f. Whether Defendant breached the terms of the Policies;
- g. Whether Defendant converted Class members' property;

- h. Whether the Class was injured and sustained damages as a result of Defendant's wrongful conduct;
- i. Whether the Class is entitled to damages, restitution, and/or other relief as a remedy for Defendant's conduct; and
- j. Whether the Class is entitled to declaratory relief stating the proper construction and/or interpretation of the Policies.

56. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiff and Class members. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of these claims. Even if Class members could afford to pursue individual litigation, the court system could not. Individualized litigation would risk inconsistent or contradictory judgments while increasing the delay and expense to all parties, and to the judicial system, from the complex legal and factual issues presented here. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court.

57. Defendant has acted or refused to act on grounds generally applicable to Plaintiff and Class members, making final injunctive relief and declaratory relief appropriate with respect to the Class as a whole.

COUNT I: BREACH OF CONTRACT
(Cost of Insurance Charge)

58. The allegations contained in paragraphs 1 through 57 are incorporated by reference as if fully alleged herein.

59. Plaintiff and the Class purchased life insurance policies—defined herein as the Policies—from Defendant.

60. The Policies are valid and enforceable contracts between Defendant and Class members, including Plaintiff.

61. Plaintiff and the Class members substantially performed their obligations under the terms of the Policies.

62. By determining Monthly Cost of Insurance Rates inconsistent with the terms of the Policies and loading unauthorized factors in Monthly Cost of Insurance Rates, Defendant impermissibly caused and continues to cause those rates to be higher than what is explicitly authorized by the Policies.

63. Because Defendant calculates Cost of Insurance Charges inconsistent with the terms of the Policies, including using Monthly Cost of Insurance Rates that are higher than those authorized by the Policies, Defendant deducted Cost of Insurance Charges from the Account Values of Plaintiff and the Class in amounts greater than those authorized by their policies.

64. Defendant's practice of deducting charges in amounts not authorized by the Policies constitutes a breach of the Policies.

65. As a direct and proximate result of Defendant's ongoing and continuing breach, Plaintiff and the Class have sustained damages that are continuing in nature in an amount to be determined at trial.

COUNT II: BREACH OF CONTRACT
(Expense Charge)

66. The allegations contained in paragraphs 1 through 57 are incorporated by reference as if fully alleged herein.

67. By loading Monthly Cost of Insurance Rates with undisclosed and unauthorized expenses, Defendant impermissibly deducts expenses from the Account Values of Plaintiff and the Class in amounts in excess of the fixed expense charges expressly authorized by the Policies.

68. By deducting unauthorized expense charges from the Account Values of Plaintiff and the Class, Defendant has breached the Policies.

69. As direct and proximate result of Defendant's ongoing and continuing breach, Plaintiff and the Class have sustained damages that are continuing in nature in an amount to be determined at trial.

COUNT III: CONVERSION

70. The allegations contained in paragraphs 1 through 57 are incorporated by reference as if fully alleged herein.

71. Plaintiff and the Class were the owners of the funds Defendant deducted from their Account Values in excess of the amounts permitted by the terms of the Policies.

72. Defendant intentionally and substantially interfered with that property interest. By deducting Cost of Insurance Charges and expense charges in unauthorized amounts from the Account Values of Plaintiff and the Class, Defendant assumed and exercised dominion and control over, and misappropriated or misapplied specific funds placed in the custody of Defendant for the benefit of Plaintiff and the Class members, without authorization or consent and in hostility to the rights of Plaintiff and Class members.

73. Defendant continues to retain these funds unlawfully. At no time did Plaintiff or any Class member consent to such wrongful retention of funds by Defendant.

74. Defendant's wrongful exercise of control over the personal property of Plaintiff and Class members constitutes conversion. Demand is excused because Defendant's possession of the property was acquired wrongfully and because demand would be useless.

75. As a direct and proximate result of Defendant's conduct, Plaintiff and the Class have been damaged, and these damages are continuing in nature.

76. Although requiring expert testimony, the amounts of unauthorized Cost of Insurance Charges and expense charges Defendant took from Plaintiff and the Class are capable of determination, to an identified sum, by comparing Plaintiff's actual Cost of Insurance Charge each month to a Cost of Insurance Charge computed using a Monthly Cost of Insurance Rate determined using only the mortality factors provided for in the Policy.

77. Defendant intended to cause damage to the Plaintiff and the Class by deducting more from their Account Values than was authorized by the Policies.

78. By reason of the foregoing, Plaintiff and Class members are entitled to recover from Defendant all damages and costs permitted by law, including all amounts Defendant wrongfully converted.

COUNT IV: DECLARATORY AND INJUNCTIVE RELIEF

79. The allegations contained in paragraphs 1 through 57 are incorporated by reference as if fully alleged herein.

80. An actual controversy has arisen and now exists between Plaintiff and the Class, on the one hand, and Defendant, on the other, concerning the respective rights and duties of the parties under the Policies.

81. Plaintiff contends that Defendant breached and continues to breach the Policies in the following respects:

- a. By using unauthorized and undisclosed factors to compute the Monthly Cost of Insurance Rates under the Policies, Defendant impermissibly increased Monthly Cost of Insurance Rates for the Policies and, as a result, withdraws Cost of Insurance Charges from the Account Values of Plaintiff and the Class in amounts greater than those authorized by the Policies; and
- b. By inflating Monthly Cost of Insurance Rates under the Policies with expense factors that are not disclosed as being used to determine those rates, Defendant impermissibly deducted expense charges from the Account

Values of Plaintiff and the Class in amounts in excess of the fixed expense charges expressly authorized by the Policies.

82. Plaintiff therefore seeks a declaration of the parties' respective rights and duties under the Policies and requests the Court to declare the aforementioned conduct of Defendant as unlawful and in material breach of the Policies so that future controversies may be avoided.

83. Pursuant to a declaration of the parties' respective rights and duties under the Policies, Plaintiff further seeks an injunction: (1) temporarily, preliminarily, and permanently enjoining Defendant from continuing to engage in conduct in breach of the Policies, and from continuing to collect unlawfully inflated charges in violation of the Policies; and (2) ordering Defendant to comply with terms of the Policies in regards to its assessment of charges against Plaintiff and Class members' Account Values.

PRAYER FOR RELIEF

84. WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, requests relief as follows:

- a. That the Court enter an order certifying the class, appointing Plaintiff as a representative of the Class, appointing Plaintiff's counsel as Class counsel; and directing that reasonable notice of this action, as provided by Federal Rule of Civil Procedure 23(c)(2), be given to the Class;
- b. For a judgment against Defendant for the causes of action alleged against it;
- c. For compensatory damages in an amount to be proven at trial;
- d. For exemplary damages;

- e. For a declaration that Defendant's conduct as alleged herein is unlawful and in material breach of the Policies;
- f. For appropriate injunctive relief, enjoining Defendant from continuing to engage in conduct related to the breach of the Policies;
- g. For pre-judgment and post-judgment interest at the maximum rate permitted by law;
- h. For Plaintiff's attorneys' fees;
- i. For Plaintiff's costs and litigation expenses incurred; and
- j. For such other relief in law or equity as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all claims so triable.

Dated: July 13, 2020

Respectfully submitted,

LOCKRIDGE GRINDAL NAUEN P.L.L.P.

/s/Karen Hanson Riebel

Karen Hanson Riebel (MN # 0219770)
Maureen Kane Berg (MN #033344X)
100 Washington Avenue South
Suite 2200
Minneapolis, MN 55418
Telephone: (612) 339-6900
Facsimile: (612) 339-0981
Email: khriebel@locklaw.com
Email: mkberg@locklaw.com

Local Counsel for Plaintiff John E. Jaunich

MILLER SCHIRGER LLC

s/ John J. Schirger

John J. Schirger, MO # 60583
(pro hac vice application forthcoming)
Matthew W. Lytle, MO #59145
(pro hac vice application forthcoming)
Joseph M. Feierabend, MO #62563
(pro hac vice application forthcoming)
4520 Main Street, Suite 1570
Kansas City, MO 64111
Telephone: (816) 561-6500
Facsimile: (816) 561-6501
Email: jschirger@millerschirger.com
Email: mlytle@millerschirger.com
Email: jfeierabend@millerschirger.com

STUEVE SIEGEL HANSON LLP

Norman E. Siegel, MO # 37682

(pro hac vice application forthcoming)

Patrick J. Stueve, MO # 37682

(pro hac vice application forthcoming)

Ethan Lange, MO # 67857

(pro hac vice application forthcoming)

Lindsay Todd Perkins, MO # 60004

(pro hac vice application forthcoming)

460 Nichols Road, Suite 200

Kansas City, Missouri 64112

Telephone: 816-714-7100

Facsimile: 816-714-7101

Email: siegel@stuevesiegel.com

Email: stueve@stuevesiegel.com

Email: lange@stuevesiegel.com

Email: perkins@stuevesiegel.com

MORGAN & MORGAN

John Yanchunis FL # 324681

(pro hac vice application forthcoming)

201 N Franklin Street, 7th Floor

Tampa, Florida 33602

Telephone: 813-275-5272

Facsimile: 813-222-4736

Email: stueve@stuevesiegel.com

Attorneys for Plaintiff John E. Jaunich

EXHIBIT A

STATE FARM LIFE INSURANCE COMPANY

HOME OFFICE, ONE STATE FARM PLAZA, BLOOMINGTON, ILLINOIS 61710



INSURED JOHN E JAUNICH
(Male)
AGE 45

POLICY NUMBER LF-1451-0691

POLICY DATE December 7, 1995

INITIAL BASIC AMOUNT Re-Issued As Requested

This policy is based on the application and the payment of premiums, as specified in the policy, while the Insured lives. State Farm Life Insurance Company will pay the proceeds to the beneficiary within 2 months after due proof of the Insured's death is received.

Right to Cancel. You may cancel this policy by giving notice and returning this policy to State Farm Life Insurance Company. This must be done by the end of the 30th day after the date you receive this policy. Notice may be delivered, mailed, or sent by telegram. If mailed, notice or return of the policy is effective when postmarked, if properly addressed and postage prepaid. State Farm Life Insurance Company will return all premiums paid on this policy within 10 days after the notice and the policy are received.

Read this policy with care. This is a legal contract between the Owner and State Farm Life Insurance Company.

Handwritten signature of Lynne M. Youell in cursive.

Secretary

Handwritten signature of Edward B. Rust, Jr. in cursive.

President

Registrar

BASIC PLAN DESCRIPTION

Flexible premium adjustable whole life insurance. A death benefit is payable when the Insured dies. Flexible premiums are payable while the Insured is alive. The basic plan is eligible for annual dividends.

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The Application and any Riders and Endorsements follow page 12.

P O L I C Y I D E N T I F I C A T I O N

Insured	JOHN E JAUNICH (Male)	Age	45
Policy Number	LF-1451-0691	Initial Basic Amount	Re-issued As Requested
Policy Date	December 7, 1995		
Issue Date	January 15, 1996		

S C H E D U L E O F B E N E F I T S

Universal Life Basic Plan:

Death Benefit Option 1 (Basic Amount includes the Account Value)
Basic Amount (Standard Rate Class-Male): \$50,000

S C H E D U L E O F P R E M I U M S

Planned premiums are included in the schedule shown below. The payment period for the planned premiums is 1 month starting on May 7, 2020.
A premium expense charge of 5% is deducted from each premium paid.

Beginning:	Total Premiums For Policy Year
December 7, 2020	\$900.00

M O N T H L Y D E D U C T I O N S

The deduction date is the 7th of each month.

Maximum monthly cost of insurance rates are shown on page 4. The cost of insurance is deductible while the policy is in force.
The monthly expense charge is \$5.00.

NOTE: Insurance may terminate if premiums paid are not sufficient to continue the insurance.

SCHEDULE OF SURRENDER CHARGES

Beginning
 Policy Policy Surrender
 Year Month Charge
 25 6 \$0.00

COST OF INSURANCE RATES AND MONTHLY CHARGES

Maximum Monthly Cost of Insurance Rates
 Per \$1000

(Standard Rate Class-Male)

Age	Rate	Age	Rate	Age	Rate	Age	Rate
69	3.2068	77	6.9577	85	14.3247	93	27.2442
70	3.5147	78	7.5852	86	15.6263	94	30.4453
71	3.8670	79	8.2619	87	16.9762	95	35.4922
72	4.2723	80	9.0119	88	18.3754	96	44.5151
73	4.7329	81	9.8582	89	19.8343	97	62.8314
74	5.2401	82	10.8223	90	21.3788	98	73.0824
75	5.7847	83	11.9024	91	23.0518	99	83.3333
76	6.3595	84	13.0775	92	24.9371	& over	

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DEFINITIONS

We, us, and our refer to State Farm Life Insurance Company.

You and your refer to the Owner.

Application. Includes any life insurance application, any application for change in the policy, medical history, questionnaire, and other documents from you or any other person proposed for insurance which are made a part of this policy.

Basic Amount. The Initial Basic Amount plus any increases less any decreases.

Basic Amount Minimum. On or after the policy anniversary when the Insured is age 55, the Basic Amount cannot be less than \$25,000. Otherwise, the Basic Amount cannot be less than \$50,000.

Benefit Period Ends. The coverage for the benefit extends to, but does not include, the policy anniversary in the year shown on page 3 under this heading.

Deduction Date. The policy date and each monthly anniversary of the policy date.

Dollars. Any money we pay, or which is paid to us, must be in United States dollars.

Effective Date. Coverage starts on this date.

Initial Basic Amount. The amount of coverage on the Insured provided by the Basic Plan on the policy date.

Insurance Amount. The amount of coverage on the effective date of each rider shown on page 3.

Monthly Charge Deductible. A monthly charge for any rider is deducted as part of the monthly deduction until the policy anniversary in the year shown on page 3.

Officer. The president, a vice president, the secretary, or an assistant secretary of State Farm Life Insurance Company.

Payee. On the Insured's death, the beneficiaries shown in the application, unless changed. If you cash surrender this policy, the persons that you have named. A payee can be other than a natural person only if we agree.

Planned Premium. The premium amount that you have chosen. This amount is shown on page 3 for the payment period that you have chosen.

Policy Date. The effective date of this policy.

Policy Month, Year, or Anniversary. A policy month, year, or anniversary is measured from the policy date.

Proceeds. The amounts payable on the death of the Insured.

Rate Class. The underwriting class of the person insured. A rate class will be determined for the Initial Basic Amount and each increase in the Basic Amount.

Request. A written request signed by the person making the request. Such request must be sent to and be in a form acceptable to us.

Rider. Any benefit, other than the Basic Plan, made a part of this policy.

OWNERSHIP PROVISIONS

Owner. The Owner is as named in the application, unless changed. You may exercise any policy provision only by request and while the Insured is alive.

Change of Owner. You may change the ownership of this policy by sending us a request while the Insured is

alive. We have the right to request this policy to make the change on it. The change will take effect the date you sign the request, but the change will not affect any action we have taken before we receive the request. A change of owner does not change the beneficiary designation.

DEATH BENEFIT AND DEATH BENEFIT OPTIONS PROVISIONS

Death Benefit. The amount of death benefit is an amount of insurance based on the death benefit option plus any insurance amounts payable under any riders on the Insured and the part of the cost of insurance for the part of the policy month beyond the Insured's death less any loan, accrued loan interest, and, if the Insured dies during the grace period, the monthly deductions from the start of the grace period.

Death Benefit Options. There are two death benefit options. If you do not choose an option, we will use option 2. The account value on the date of death is used in determining the amount of insurance.

Option 1. The amount of insurance will be the greater of (1) the Basic Amount plus 95% of any premium received since the last deduction date plus interest earned on that amount of premium or (2) a percentage of the account value. Such percentage is based on the Insured's age at the start of the current policy year.

Option 2. The amount of insurance will be the greater of (1) the Basic Amount plus the account value or (2) a percentage of the account value. Such percentage is based on the Insured's age at the start of the current policy year.

Age	Percentage	Age	Percentage
0-40	250%	61	128%
41	243%	62	126%
42	236%	63	124%
43	229%	64	122%
44	222%	65	120%
45	215%	66	119%
46	209%	67	118%
47	203%	68	117%
48	197%	69	116%
49	191%	70	115%
50	185%	71	113%
51	178%	72	111%
52	171%	73	109%
53	164%	74	107%
54	157%	75-90	105%
55	150%	91	104%
56	146%	92	103%
57	142%	93	102%
58	138%	94	101%
59	134%	95 & up	100%
60	130%		

Change in Basic Amount. You may request a change in the Basic Amount once each policy year. The

minimum amount of change is \$25,000 for an increase and \$10,000 for a decrease. For any change in Basic Amount, we will send you a revised page 3 to be placed with this policy.

If you request an increase, an application must be completed, evidence of insurability satisfactory to us must be furnished, and there must be enough cash surrender value to make a monthly deduction which includes the cost of insurance for the increase. No increases will be allowed after the policy anniversary when the Insured is age 80. The revised page 3 will show the amount of the increase and its effective date.

If you request a decrease, the Basic Amount remaining after the decrease cannot be less than the Basic Amount Minimum. We reserve the right to not accept a request for a decrease in the Basic Amount if such decrease could result in this policy being disqualified as a life insurance contract under any section of the United States Internal Revenue Code, as amended from time to time. Any decrease will first be used to reduce the most recent increase. Then, the next most recent increases will be reduced. Finally, the Initial Basic Amount will be reduced. The revised page 3 will show the amount of decrease and its effective date. The decrease will take effect on the date we receive the request.

Change of Death Benefit Option. You may request a change of death benefit option once each policy year. For a change in death benefit option, we will send you a revised page 3 to be placed with this policy. The revised page will show the effective date of the change.

If the change is to option 1, the Basic Amount will be increased by the account value on the effective date of the increase. We reserve the right to not accept a request for a change to option 1 if such change could result in this policy being disqualified as a life insurance contract under any section of the United States Internal Revenue Code, as amended from time to time.

If the change is to option 2, the Basic Amount will be decreased by the account value on the effective date of the decrease.

PAYMENT OF BENEFITS PROVISIONS

Beneficiary Designation. This is as shown in the application, unless you have made a change. It includes the name of the beneficiary and the order and method of payment. If you name "estate" as a beneficiary, it means the executors or administrators of the last survivor of you and all beneficiaries. If you name "children" of a person as a beneficiary, only children born to or legally adopted by that person will be included.

We may rely on an affidavit as to the ages, names, and other facts about all beneficiaries. We will incur no liability if we act on such affidavit.

Change of Beneficiary Designation. You may make a change while the Insured is alive by sending us a request. The change will take effect the date the request is signed, but the change will not affect any action we have taken before we receive the request. We have the right to request your policy to make the change on it.

Order of Payment on the Insured's Death. When the Insured dies, we will make payment in equal shares to the primary beneficiaries living when payment is made. If a primary dies after the first payment is made, we will pay that primary's unpaid share in equal shares to the other primaries living when payment is made. If the last primary dies, we will make payment in equal shares to the successor beneficiaries living when payment is made. If a successor dies while receiving payments, we will pay that successor's unpaid share in equal shares to the other successors living when payment is made. If, at any time, no primary or successor is alive, we will make a one sum payment in equal shares to the final beneficiaries. If, at any time, no beneficiary is living, we will make a one sum payment to you, if living when payment is made. Otherwise, we will make a one sum payment to the estate of the last survivor of you and all beneficiaries. "When payment is made" means (1) the date that a periodic payment is due or (2) the date that a request is signed for a cash withdrawal or a one sum payment. You may change this order of payment by sending us a request while the Insured is alive.

Methods of Payment. We will pay the proceeds under the Interest method unless you choose another method. If the payee is other than a natural person, we will make payment under the One Sum method.

All payment intervals are measured from the date the policy is surrendered or from the date the Insured dies. No part of any payment can be assigned before the payment is made.

After the Insured's death, anyone who has the right to make a withdrawal may change the method of payment and may name a successor to their interest. The successor payee may be their estate.

Method 1 (Interest Method). We will pay interest at the end of each monthly interval. The interest rate will be at least 3 1/2% a year. If chosen, we will pay interest at the end of 3, 6, or 12 month intervals. Withdrawals may be made at any time, but any withdrawal must be at least \$500. We will pay interest to the date of withdrawal on the amount withdrawn.

Method 2 (Fixed Years Method). We will make equal payments at the end of each monthly interval for a fixed number of years. These payments include interest. The guaranteed interest rate is 3 1/2% a year. The present value of any unpaid payments may be withdrawn at any time.

FIXED YEARS TABLE

Monthly payments that \$1000 will provide for the number of years chosen. Payments for years not shown will be given, if requested.

Years	Payments	Years	Payments
1	\$84.90	8	\$11.93
2	43.18	9	10.78
3	29.28	10	9.86
4	22.33	15	7.12
5	18.17	20	5.77
6	15.39	25	4.98
7	13.41	30	4.46

PAYMENT OF BENEFITS PROVISIONS (CONTINUED)

Method 3 (Life Income Method). We will make equal payments at the end of each monthly interval as long as the payee is alive. We base the amount of each payment on the payee's age and sex at the start of the first monthly interval. We may require proof of the payee's age and sex. The payee may not withdraw the present value of the payments. If the payee dies during a certain period, we will continue the payments to the end of the certain period; or the successor payee may have the present value of any remaining payments paid in one sum.

LIFE INCOME TABLE

Monthly payments for life that \$1000 will provide. Payments for ages not shown will be given, if requested.

Age Last Birthday	Life		Life with 10 Years Certain	
	Male	Female	Male	Female
50	\$4.50	\$4.15	\$4.46	\$4.13
55	4.91	4.48	4.84	4.45
60	5.47	4.92	5.34	4.86
65	6.25	5.53	5.98	5.41
70	7.34	6.38	6.76	6.12
75	8.85	7.64	7.62	7.01

Method 4 (Fixed Amount Method). We will make equal payments at the end of 1, 3, 6, or 12 month intervals. We will continue payments until the amount put under this method together with compound interest has been paid. The interest rate will be at least 3 1/2% a year. The payment interval chosen must provide a total annual payment of at least \$100 for each \$1000 put under this method. The unpaid balance may be withdrawn at any time.

Method 5 (Joint Life Income Method). We will make equal payments at the end of each monthly interval as long as at least one of the two payees is alive. We will base each payment on the age and sex of both payees at the start of the first monthly interval. We may require proof of the age and sex of each payee. The payees may not withdraw the present value of any payments.

JOINT LIFE INCOME TABLE

Monthly payments that \$1000 will provide as long as at least one of the two payees is alive. Payments for age combinations not shown will be given, if requested.

Age Last Birthday	Female			
	60	65	70	75
Male				
60	\$4.45	\$4.69	\$4.91	\$5.10
65	4.60	4.92	5.24	5.55
70	4.71	5.11	5.56	6.02
75	4.79	5.26	5.83	6.47

Method 6 (One Sum Method). We will pay the cash surrender value or the proceeds in one sum. Interest at the rate of at least 3 1/2% a year will be paid from the date of the insured's death to the date of payment.

Method 7 (Other Method). Payment by any other method may be made if we agree.

Minimum Payment. If any payment, except the last, under a method of payment would be less than \$100 per payee, we will pay the present value of any unpaid payments in one sum.

Basis of Computation for Payments. The monthly payments shown for methods 3 and 5 are guaranteed payments based on an interest rate of 3 1/2% a year and the 1983 Table a, projected 10 years using Projection Scale G.

Any present values will be based on the interest rate used in determining the payments for the method.

Additional Amounts Payable. Each year we may apportion and pay dividends or additional interest under any method of payment.

PREMIUM PROVISIONS

Payment of Premiums. You may pay premiums at our Home Office, a regional office, or to one of our agents. We will give you a receipt signed by one of our officers, if you request one.

The initial premium is shown on page 3 and is due on the policy date. All other premiums may be paid in any amount and at any time if:

- (1) the amount is at least \$25 and
- (2) in a policy year, the total premiums, excluding the initial premium, do not exceed without our consent, the total Planned Premiums for a policy year.

Premium Limitations. We reserve the right to refund any premium paid if such premium amount would result in this policy being disqualified as a life insurance contract under any section of the United States Internal Revenue Code, as amended from time to time. No expense charge will be deducted from the refunded premium.

Grace Period. If, on any deduction date, the cash surrender value is not enough to cover the monthly deduction, the policy will stay in force until the end of the grace period. The grace period is 61 days and starts on that deduction date. We will mail a notice at least 31 days prior to the end of the grace period to you and to any assignee of record. A premium large enough to cover the monthly deductions for the grace period and any increase in the surrender charges must be paid before the end of the grace period; otherwise, this policy will lapse and terminate without value.

Reinstatement. If the policy is terminated at the end of the grace period, you may apply to reinstate it within 5 years after lapse. You must give us proof of the Insured's insurability that is satisfactory to us. You must pay premiums (1) to keep the policy in force for 2 months and (2) to pay the monthly deductions for the grace period. Reinstatement will take effect on the date we approve the application for reinstatement.

GUARANTEED VALUES PROVISIONS

Account Value. The account value on the policy date is 95% of the initial premium less the monthly deduction for the first policy month.

The account value on any deduction date after the policy date is the account value on the prior deduction date:

- (1) plus 95% of any premiums received since the prior deduction date,
- (2) less the deduction for the cost of insurance for any increase in Basic Amount and the monthly charges for any riders that became effective since the prior deduction date,
- (3) less any withdrawals since the prior deduction date,
- (4) less the current monthly deduction,
- (5) plus any dividend paid and added to the account value on the current deduction date, and
- (6) plus any interest accrued since the prior deduction date.

The account value on any other date is the account value on the prior deduction date:

- (1) plus 95% of any premiums received since the prior deduction date,
- (2) less the deduction for the cost of insurance for any increase in Basic Amount and the monthly charges for any riders that became effective since the prior deduction date,
- (3) less any withdrawals since the prior deduction date, and
- (4) plus any interest accrued since the prior deduction date.

Monthly Deduction. This deduction is made each month, whether or not premiums are paid, as long as the cash surrender value is enough to cover that monthly deduction. Each deduction includes:

- (1) the cost of insurance,
- (2) the monthly charges for any riders, and
- (3) the monthly expense charge.

GUARANTEED VALUES PROVISIONS (CONTINUED)

Cost of Insurance. This cost is calculated each month. The cost is determined separately for the Initial Basic Amount and each increase in Basic Amount.

The cost of insurance is the monthly cost of insurance rate times the difference between (1) and (2), where:

- (1) is the amount of insurance on the deduction date at the start of the month divided by 1.0032737, and
- (2) is the account value on the deduction date at the start of the month before the cost of insurance and the monthly charge for any waiver of monthly deduction benefit rider are deducted.

Until the account value exceeds the Initial Basic Amount, the account value is part of the Initial Basic Amount. Once the account value exceeds that amount, if there have been any increases in Basic Amount, the excess will be part of the increases in order in which the increases occurred.

Monthly Cost of Insurance Rates. These rates for each policy year are based on the Insured's age on the policy anniversary, sex, and applicable rate class. A rate class will be determined for the Initial Basic Amount and for each increase. The rates shown on page 4 are the maximum monthly cost of insurance rates for the Initial Basic Amount. Maximum monthly cost of insurance rates will be provided for each increase in the Basic Amount. We can charge rates lower than those shown. Such rates can be adjusted for projected changes in mortality but cannot exceed the maximum monthly cost of insurance rates. Such adjustments cannot be made more than once a calendar year.

Interest. An interest rate of at least 4% a year will be applied to the account value. The rate applied to the amount of account value up to the amount of any loan may differ from the rate applied to the account value in excess of the amount of any loan. We will determine these rates at least once a year.

Cash Surrender Value. You may request surrender of

this policy at any time. This policy will terminate on the date we receive the request or later date if you so request it. We will pay you the cash surrender value as of the date coverage ceases plus the monthly deduction for the part of the policy month beyond that date. We will pay you in one sum unless you choose another method of payment. The cash surrender value of this policy is its account value less any surrender charge and any loan and accrued loan interest. The cash surrender value will not be less than zero. If this policy is surrendered within 31 days after a policy anniversary, the cash surrender value will not decrease within that period except for any loans or withdrawals. We may defer paying you the cash surrender value for up to 6 months after receiving your request.

Surrender Charge. The schedule of surrender charges is shown on page 4. For each increase in Basic Amount, additional surrender charges will apply. The revised page 4 will show a revised schedule of surrender charges which includes those additional charges.

Upon reinstatement, the surrender charges will be adjusted for any surrender charge deducted at the time of lapse. The revised page 4 will show a schedule of the adjusted surrender charges.

Withdrawals. You may request to withdraw part of the account value while this policy is in force. No more than 4 withdrawals can be made in any policy year. Any withdrawal must be at least \$500 and must be less than the cash surrender value. We may defer paying you a withdrawal for up to 6 months unless the withdrawal is to pay premiums on other policies with us.

If death benefit option 1 is in effect, then the Basic Amount will be reduced by the withdrawal, effective with the date of the withdrawal. The reduction will be made as if a decrease in the Basic Amount had been requested.

GUARANTEED VALUES PROVISIONS (CONTINUED)

Basis of Computation. The guaranteed values in this policy are at least as large as those required by law in the state where it is delivered. The insurance authority there has a statement of how these values are determined.

The guaranteed values and maximum cost of insurance rates are based on the Insured's age last birthday and sex. The interest rate is 4% a year. The Commissioners 1980 Standard Ordinary Mortality Table is used. Modifications are made for rate classes other than standard.

POLICY LOAN PROVISIONS

Loan. You may borrow against this policy. This policy is the sole security for such loan. We may defer a loan for up to 6 months after receiving your request unless the loan will be used to pay premiums on other policies with us.

Loan Value. The loan value is the account value of this policy less the surrender charge.

You may borrow the loan value less any existing loan and accrued interest and monthly deductions for the next 2 months. If your unpaid loan plus accrued interest exceeds the loan value on the monthly deduction date, the Grace Period provision will apply.

Loan Interest. Interest accrues and is payable each day at a rate of 8% a year. Any interest not paid is added to the loan on each policy anniversary.

Loan Repayment. You may repay all or part of a loan at any time before the Insured dies or the policy is surrendered or terminated.

GENERAL PROVISIONS

The Contract. The policy contains the Basic Plan, any amendments, endorsements, and riders, and a copy of the application. A copy of any application for a change to this policy will be sent to you to be placed with the policy. Such applications become part of this policy. The policy is the entire contract. We have relied on the statements in the application in issuing this policy. We reserve the right to investigate the truth and completeness of those statements. In the absence of fraud, they are representations and not warranties. Only statements in the application will be used to rescind this policy or deny a claim.

and riders must be signed by an officer to be valid.

Only an officer has the right to change this policy. No agent has the authority to change the policy or to waive any of its terms. All endorsements, amendments,

Annual Report. Each year, we will send you a report. This report will show:

- (1) the account value, the cash surrender value, any loan and accrued loan interest, and the amount of the death benefit as of the date of the report and
- (2) any premiums paid, any deductions made, and any withdrawals made since the last report.

Projection of Benefits and Values. You may request a projection of death benefits, account values, and cash surrender values. We may charge a reasonable fee for providing this projection.

GENERAL PROVISIONS (CONTINUED)

Annual Dividends. We do not expect to pay dividends on this policy; however, we may apportion and pay dividends each year. Any such dividends will be paid only at the end of the policy year. There is no right to a partial or pro rated dividend prior to the end of the policy year.

Dividend Options. You may choose to have your dividend used under one of these options:

1. **Cash.** We will pay it to you in cash.
2. **Addition to Account Value.** We will add it to the account value at the end of the policy year.

If you do not choose an option or the option you choose is not available, we will use option 2. You may request to change the option. The change will apply only to dividends paid after we receive the request.

Assignment. You may assign this policy or any interest in it. We will recognize an assignment only if it is in writing and filed with us. We are not responsible for the validity or effect of any assignment. An assignment may limit the interest of any beneficiary.

Error in Age or Sex. If the Insured's date of birth or sex is not as stated in the application, we will adjust each benefit on the Insured to the benefit payable had the Insured's age and sex been stated correctly. Such adjustment will be based on the ratio of the correct monthly deduction for the most recent deduction date for that benefit to the monthly deduction that was made. For the Basic Plan, the adjustment is made to the amount of insurance less the account value.

Incontestability. We will not contest the Basic Plan

after it has been in force during the Insured's lifetime for 2 years from the issue date of the policy. We will not contest any increase in Basic Amount or reinstatement after it has been in force during the lifetime of the Insured for 2 years from the effective date of the increase in Basic Amount or reinstatement. We will not contest an increase due to a change to Death Benefit Option 1. Any contest of any increase in Basic Amount or reinstatement will be limited to material statements contained in the application for such increase or reinstatement.

Each rider has its own incontestability provision.

Limited Death Benefit. If the Insured dies by suicide while sane or insane within 2 years from the issue date of the policy, the Basic Amount will not be paid. The proceeds in this case will be limited to the premiums paid on the Basic Plan less any loan, accrued loan interest, any withdrawals from the account value, and any dividends paid on the Basic Plan.

Any increase in Basic Amount or amount reinstated will not be paid if the Insured's death results from suicide while sane or insane within 2 years from the effective date of such increase or reinstatement. The proceeds of the increase will be limited to the monthly deductions for the increase. This does not apply to an increase due to a change to Death Benefit Option 1. The proceeds of a reinstated policy will be limited to the premiums paid on the Basic Plan since reinstatement less any loan, accrued loan interest, any withdrawals from the account value, and any dividends paid on the Basic Plan.

Each rider has its own limited death benefit provision.



State Farm Insurance Companies

ENDORSEMENT OF BENEFICIARY DESIGNATION

Payment of the proceeds when the Insured dies will be made as shown below. This endorsement is a part of the policy.

Primary Beneficiary: Victoria Jaunich, wife of Insured.

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Method of payment for primary: .. Method 1.

Successor Beneficiary: Children of Insured.

If the last surviving primary dies after the Insured, the method of payment for the successor will be One Sum.

If no primary survives the Insured, the method of payment for the successor will be: Method 1.

Final Beneficiary to receive in One Sum: None.

Policy No. LF-1451-0691
FORM 86352

780
850327



State Farm Insurance Companies

ENDORSEMENT OF BENEFICIARY DESIGNATION (CONTINUED)

Special provisions: None.

Any future Endorsement will apply only to the policies named in such endorsement.

Any partial withdrawals under Method of Payment 7 must be at least \$500, unless changed.

Effective on the Issue Date.

- State Farm Life Insurance Company -

Laura P. Sullivan
Secretary SECRETARY



State Farm Insurance Companies

LW
04


STATE FARM LIFE INSURANCE COMPANY

AMENDMENT OF APPLICATION

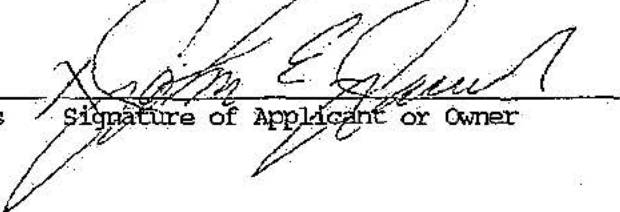
I, John E Jaunich, amend my application dated December 7, 1995, as follows:

Issue with the Waiver of Monthly Deduction Benefit Rider.

I agree that this amendment will control over any conflicting language contained in the application. The consideration for this amendment is the issuance of the policy with the above agreed upon changes.

Dated on 2-7-96 at 


Signature of Agent as Witness


Signature of Applicant or Owner

Policy No. LF-1451-0691

780

Amendment
not coded

STATE FARM LIFE INSURANCE COMPANY, Bloomington, Illinois

1ST COPY
PAGE 1

APPLICATION FOR LIFE INSURANCE

You do not have to disclose an HIV (AIDS Virus) test which was administered: (1) to a criminal offender or crime victim as a result of a crime that was reported to the police; (2) to a patient who received the services of emergency medical services personnel at a hospital or medical care facility; (3) to emergency medical personnel who were tested as a result of performing emergency medical services. The term "emergency medical personnel" includes individuals employed to provide pre-hospital emergency services; licensed police officers, firefighters, paramedics, emergency medical technicians, licensed nurses, rescue squad personnel, or other individuals who serve as volunteers of an ambulance service who provide emergency medical services; crime lab personnel, correctional guards, including security guards at the Minnesota security hospital who experience a significant exposure to an inmate who is transported to a facility for emergency medical care; and other persons who render emergency care or assistance at the scene of an emergency, or while an injured person is being transported to receive medical care and who would qualify for immunity under the good samaritan law.

1 If the application is for a change in a State Farm policy, give the policy number:

2 PROPOSED INSURED 1 (Print name in full)

a Male Female
 b Single Married Widowed Divorced
 c Yes No
 d Yes No
 e Yes No
 f Yes No
 g Yes No
 h Yes No
 i Yes No
 j Yes No
 k Yes No
 l Yes No
 m Yes No
 n Yes No
 o Yes No
 p Yes No
 q Yes No
 r Yes No
 s Yes No
 t Yes No
 u Yes No
 v Yes No
 w Yes No
 x Yes No
 y Yes No
 z Yes No

3 PROPOSED INSURED 2 (Additional Insured or Payor, print name in full)

a Male Female
 b Single Married Widowed Divorced
 c Yes No
 d Yes No
 e Yes No
 f Yes No
 g Yes No
 h Yes No
 i Yes No
 j Yes No
 k Yes No
 l Yes No
 m Yes No
 n Yes No
 o Yes No
 p Yes No
 q Yes No
 r Yes No
 s Yes No
 t Yes No
 u Yes No
 v Yes No
 w Yes No
 x Yes No
 y Yes No
 z Yes No

4 APPLICANT/OWNER (If not Proposed Insured 1, print name in full)

a Male Female
 b Single Married Widowed Divorced
 c Yes No
 d Yes No
 e Yes No
 f Yes No
 g Yes No
 h Yes No
 i Yes No
 j Yes No
 k Yes No
 l Yes No
 m Yes No
 n Yes No
 o Yes No
 p Yes No
 q Yes No
 r Yes No
 s Yes No
 t Yes No
 u Yes No
 v Yes No
 w Yes No
 x Yes No
 y Yes No
 z Yes No

5 COMPLETE: all parts of question 5 if Proposed Insured 1 is under age 16 OR only 5A if Proposed Insured 1 is age 16 or over

a Print Successor Owner's name in full: _____
 b Is Proposed Insured 1 to be Owner at and after age 21? Yes No
 c Give amount of insurance in force on: (if none, so indicate)
 Father: \$ _____ Mother: \$ _____

COVERAGES APPLIED FOR (Do not complete 6 - 9 if applying for Universal Life) UNIVERSAL LIFE

6a Basic Amount and Plan applied for: \$ _____
 b Riders/Benefits applied for: Waiver of Premium Disability? YES NO
 c Riders/Benefits applied for: Waiver of Monthly Deduction (For Disability) YES NO
 d Dividend Option: Addition to Account Value Cash Payment
 e Planned Premium: Mode of Payment ANNUAL PAC OTHER SPEC. MO.
 Amount to be billed each payment date: \$ _____
 f Increase in Basic Amount: (DO NOT COMPLETE FOR NEW POLICY) \$ _____

10 Beneficiary Designation - Proposed Insured 1

Completion of this section will replace all previous rider and policy designations for this policy. If a Change of Plan, this will replace previous designations.

PRIMARY BENEFICIARY - FULL NAME: Victoria Tsunich AGE: 40 RELATIONSHIP: Wife
 Interest Option or One Sum or Other-Explain

SUCCESSOR BENEFICIARY - FULL NAME: All Children AGE: RELATIONSHIP:
 Interest Option or One Sum or Other-Explain

ONE SUM SETTLEMENT ONLY

11 Beneficiary Designation - Proposed Insured 2

Completion of this section will replace all previous rider and policy designations for this policy. If a Change of Plan, this will replace previous designations. If this section is completed, the Payment of Benefit Provisions of the policy will control rather than the Beneficiary provision of such rider. (Additional Insured) would be used in place of Insured.

PRIMARY BENEFICIARY - FULL NAME: _____ AGE: _____ RELATIONSHIP: _____
 Interest Option or One Sum or Other-Explain

SUCCESSOR BENEFICIARY - FULL NAME: _____ AGE: _____ RELATIONSHIP: _____
 Interest Option or One Sum or Other-Explain

ONE SUM SETTLEMENT ONLY

APPLICATION FOR LIFE INSURANCE

CHILDREN'S TERM RIDER OR JUVENILE APPLICATIONS (AGES 0 - 15)
Complete 12 & 13 Complete 13 & 14

12 List children under age 18: (only if CTR applied for) If none, so state

NAME OF LAST NAME, FIRST NAME, INITIALS, EXPLAIN	RELATIONSHIP TO PROPOSED INSURED	BIRTH DATE			AMOUNT NOW INSURED FOR
		MO.	DAY	YR.	

13 Has juvenile or have any children named in question 12:

a had a birth defect, mental disorder, or impairment of sight, hearing, or speech?

b had asthma, seizure, diabetes, or kidney disease?

c had heart murmur, anemia, leukemia, or cancer?

d in the last 3 years for any reason not previously explained, been a patient in a hospital, clinic, or emergency room?

e in the last 10 years, been diagnosed as having or been treated for an immune disorder?

ALL Applications Complete 14

14a Do you have personal and business life insurance of more than \$200,000? (If yes, give amounts and details)

b Do you have any accidental death insurance excluding group? (If yes, and AD, include for give amount)

c Will this policy replace or change insurance or annuities you now have? (If yes, explain)

d Are you now applying for life or health insurance with any other company? (If yes, state companies and amounts)

e Do you plan to leave or travel from the United States or Canada in the next 12 months? (If yes, explain)

Preposed Insured

18 Have you, in the last 10 years, had or been treated for:

a high blood pressure, stroke, heart murmur, chest pain, heart attack, tumor, cancer, or lymph gland disorder?

b mental, nervous, or convulsive disorder, or epilepsy?

c pneumonia, emphysema, asthma, ulcer, colitis, liver, or intestinal disorder, anemia or blood disorder?

d diabetes, arthritis, sexually transmitted disease, or kidney disease?

Applications (Ages 16 & Up):
- If NO Medical Exam required complete 15 - 21
- If Medical Exam required complete 15, 16, 18a, & 19a.

15 Have you used tobacco in any form in the last 12 months?

16 Have you, in the last 5 years: (If yes, explain)

a flown as a pilot, crew member, or a student pilot in aircraft such as an airplane, helicopter, glider, or ultralight? Or, is any such activity planned in the next 6 months?

b engaged in mountain or rock climbing, auto, motorcycle, or powerboat racing, scuba or sky diving, hang gliding, or ballooning? Or, is any such activity planned in the next 6 months?

c had your driver's license suspended or revoked, had any moving violations, had 2 or more accidents, or been charged with driving under the influence of alcohol or drugs?

19 Have you, in the last 10 years: (If yes, explain)

a been diagnosed as having or been treated for an immune disorder?

b had or been treated for chronic diarrhea, unexplained weight loss, recurrent fever, fatigue, or night sweats?

20 Are you using barbiturates, narcotics or hallucinogenic drugs not prescribed by a physician, or in the last five years, have you been treated or counseled, or been advised to seek treatment or counsel for alcohol or drug use? (If yes, explain)

21 Have you, in the last 5 years, for any reason not previously explained: (If yes, explain)

a had treatment or a test in any medical facility such as a lab, clinic, emergency room, or hospital?

b had treatment or advice from any physician or psychologist?

c taken prescribed medication? (If yes, list & explain)

d had surgery or been told surgery was necessary?

* AGENT - If yes, it may be advisable not to collect money or give a Binding Receipt - Consult Agents Service for specific instructions.

Explanations: If space below is insufficient, use additional sheets, which will be part of this application. Sheets must be signed & dated by: Preposed Insured(s), and/or Applicant, and witnessed by Agent.

QUESTION NUMBER	NAME OF PERSON	NATURE AND SEVERITY OF CONDITION FREQUENCY OF ATTACKS - TREATMENT RECEIVED	DATE ONSET	DATE RECOVERY	NAMES & ADDRESSES OF MEDICAL ATTENDANTS AND HOSPITALS

Coverage will be effective as of the policy date, if the following conditions are met: the first premium is paid when the policy is delivered; the Proposed Insureds are living on the delivery date; and, on that delivery date, the information given to State Farm Life is true and complete without material change to the best of their knowledge and belief.

For changes in Basic Amount for a Universal Life Policy, the change will be effective on the deduction date or next following acceptance of the change by State Farm Life If, on such deduction date, the following conditions are met: there is enough cash surrender value to make the required deduction; the Proposed Insureds are all living; and the information given to State Farm Life is true and complete without material changes to the best of their knowledge and belief.

However, if a binding receipt has been given and is in effect, its terms apply. All Proposed Insureds and the Applicant state that the information in this application and any medical history is true and complete to the best of their knowledge and belief. It is agreed that State Farm Life can investigate the truth and completeness of such information while the policy is contestable.

By accepting the policy, the Owner agrees to the beneficiaries named, method of payment, and corrections made. No change in plan, amount, benefits, or age at issue may be made on the application unless the Owner agrees in writing. Only an authorized company officer may change the policy provisions. Neither the agent nor a medical examiner may pass on insurability.

Any policy issued on this application will be owned by Proposed Insured 1, or the Applicant, if other than Proposed Insured 1.

DATED ON: MONTH DAY YEAR
 AT: CITY STATE ZIP
 Signature of Agent: [Signature]
 Signature of Proposed Insured 1: [Signature]
 Signature of Proposed Insured 2: [Signature]
 Signature of Applicant: [Signature]

Social Security or Tax Identification Number (TIN) Certification

I certify under penalties of perjury that (1) the TIN shown on page 1 of this application is correct, and (2) that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (If you are subject to backup withholding, cross out item 2.)

DATED ON: MONTH DAY YEAR
 Signature of Proposed Insured (Number 1 only for Proposed Insured 1): [Signature]



STATE FARM INSURANCE COMPANIES
HOME OFFICES: BLOOMINGTON, ILLINOIS 61710-0001

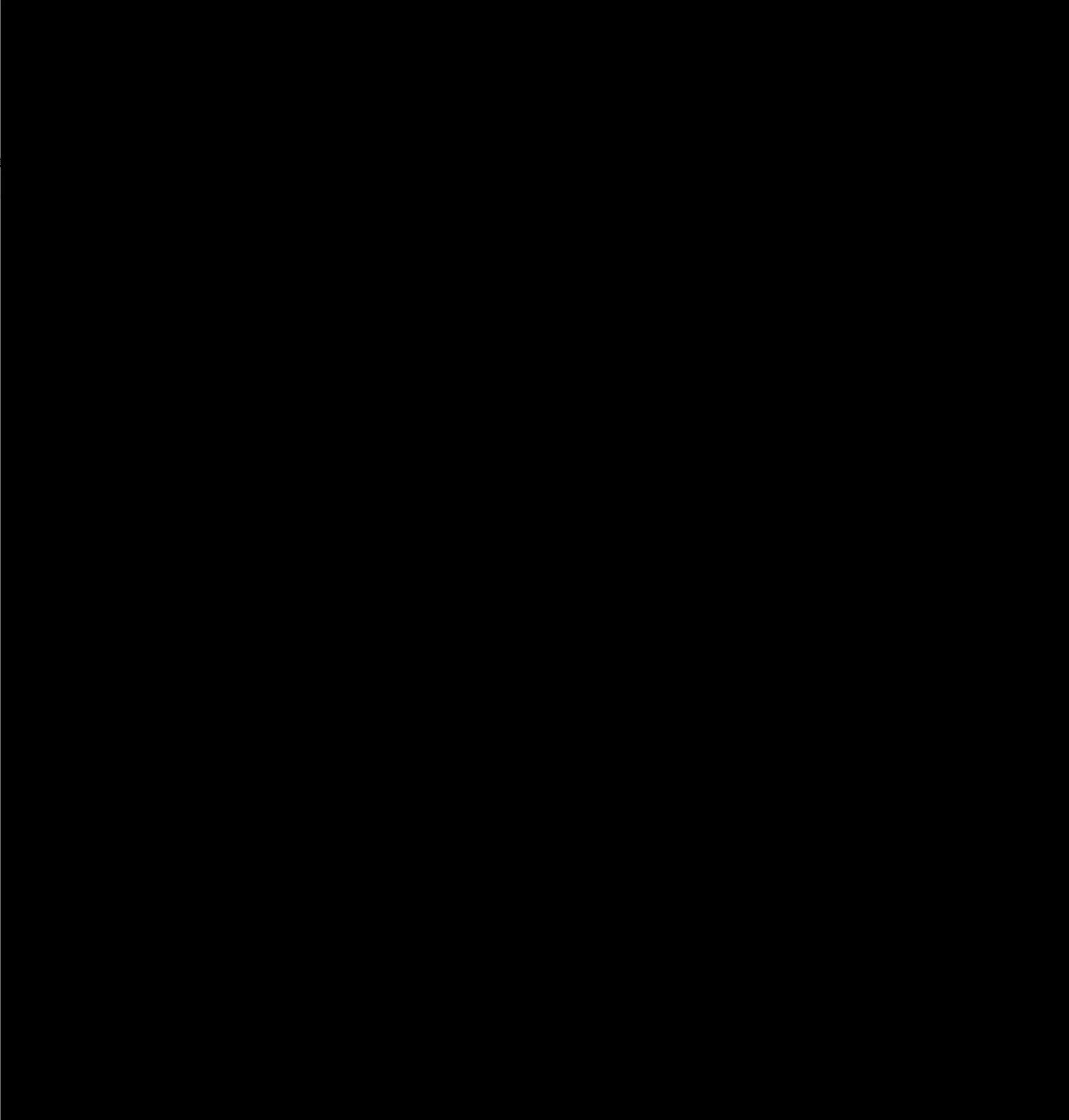
STATE FARM LIFE INSURANCE COMPANY

STATE FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY - HEALTH INSURANCE DEPARTMENT

27
755

MEDICAL EXAMINERS REPORT-ADULT (PARAMEDICAL)

MEDICAL HISTORY portion of LIFE and/or HEALTH INSURANCE APPLICATION File No(s) 1451 - 0691



WITNESS X Signature of Examiner or Paramedical Laboratory Technician

X [Signature] MONTH DAY YR
SIGNATURE OF PROPOSED INSURED

BASIC PLAN DESCRIPTION

Flexible premium adjustable whole life insurance. A death benefit is payable when the Insured dies. Flexible premiums are payable while the Insured is alive. The basic plan is eligible for annual dividends.

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
John E. Jaunich, et al.
(b) County of Residence of First Listed Plaintiff Wright County
(c) Attorneys (Firm Name, Address, and Telephone Number)
Karen Hanson Riebel, Lockridge Grindal Nauen P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
(612) 339-6900

DEFENDANTS
State Farm Life Insurance Company
County of Residence of First Listed Defendant McLean County
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)
PTF DEF
Citizen of This State [X] 1 [] 1
Citizen of Another State [] 2 [] 2
Citizen or Subject of a Foreign Country [] 3 [] 3
Incorporated or Principal Place of Business In This State [] 4 [] 4
Incorporated and Principal Place of Business In Another State [] 5 [X] 5
Foreign Nation [] 6 [] 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, Labor, 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 (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

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(d)
Brief description of cause:
Defendant charged and collected from Plaintiff and other similarly situated life insurance policy owners in excess of amounts authorized by the express terms of their policies.

VII. REQUESTED IN COMPLAINT:
[X] CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000
CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 07/13/2020 SIGNATURE OF ATTORNEY OF RECORD /s/Karen Hanson Riebel

RECEIPT # _____ AMOUNT _____ APPLYING TO _____ JUDGE _____ MAG. JUDGE _____
JS 44 Reverse (Rev. 09/19)