

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: LINCOLN NATIONAL COI LITIGATION)	
)	No. 16-cv-6605-GJP
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IN RE: LINCOLN NATIONAL 2017 COI RATE INCREASE LITIGATION)	No. 17-cv-04150-GJP
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ORDER AND JUDGMENT

WHEREAS, Plaintiffs, on behalf of themselves and the certified class, entered into the Settlement with Defendants Lincoln National Life Insurance Company and Lincoln National Corporation (collectively, “Lincoln”) to resolve both of the above-captioned actions (Case No. 16-cv-6605-GJP (“2016 Action”); No. 17-cv-04150-GJP (“2017 Action”));

WHEREAS, on June 14, 2023, the Court entered its Preliminary Approval Order (2016 Action, Dkt. 249; 2017 Action, Dkt. 123) (“Preliminary Approval Order”). Among other things, the Preliminary Approval Order authorized Class Counsel to disseminate notice of the Settlement, the fairness hearing, and related matters to the Settlement Class. Notice was provided to the Settlement Class pursuant to the Preliminary Approval Order, and the Court held a fairness hearing on October 4, 2023, at 10:00 a.m; and

WHEREAS, on _____, 2023, the Court approved the Settlement and certified the Final Settlement Class (“Final Approval Order”).

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Unless otherwise defined, the capitalized terms used herein shall have the meanings set forth in the Joint Stipulation and Settlement Agreement (“Settlement Agreement”, 2016 Action, Dkt 247-1, 2017 Action, Dkt 121-1), which is incorporated herein by reference.

2. This Final Judgment shall apply to and bind the Releasing Parties as defined and set forth in Sections 1.45 and 4 of the Settlement Agreement.

3. This Final Judgment shall apply to the Settlement Class with the exception of the individuals or entities that submitted timely and valid requests for their policies to be excluded from the Settlement Class, or filed, and timely served Defendants with, a separate case against Defendants challenging the COI Increases. *See* Declaration of Kimberly K. Ness Regarding Settlement Administration at Exhibit B (2016 Action, Dkt. ____; 2017 Action, Dkt. ____). The individuals or entities that own these policies are not included in or bound by this Order and Judgment solely with respect to those policies for which exclusion has been requested or upon which suit challenging the COI Increases has been timely served on Defendants and are not entitled to any recovery from the settlement proceeds obtained through this Settlement with respect to those policies. To the extent an individual or entity owns both a policy that is excluded from the Settlement Class and a policy that is included in the Settlement Class, such individual or entity shall be bound by this Order and Judgment in connection with any policies included in the Settlement Class. For the avoidance of doubt, such individuals or entities shall not be bound by this Order and Judgment to the extent it relates to policies that are excluded from, or otherwise not a part of, the Settlement.

4. This Court has jurisdiction over the subject matter of this action and the Releasing Parties are subject to this Court's jurisdiction for purposes of implementing and enforcing the Settlement, bar order, and releases contained herein.

5. This Final Judgment shall operate as a complete and permanent bar order that discharges and releases the Released Claims by the Releasing Parties as to all the Releasees. The Released Claims do not include the Excluded Claims.

6. The Releasing Parties shall be deemed to have, and by operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Releasees of and from all Released Claims including Unknown Claims, which are expressly deemed waived and released by operation of this Final Judgment.

7. The institution, maintenance and prosecution by any of the Releasing Parties, either directly, individually, representatively, derivatively or in any other capacity, by whatever means, of any other action against the Releasees in any court, or in any agency or other authority or arbitral or other forum wherever located, asserting any of the Released Claims is permanently and completely barred, enjoined, and restrained.

8. The applicability of this Order and Judgment and the releases contained herein shall not be dependent on a Releasing Party's actual receipt of any settlement proceeds obtained through this Settlement.

9. The Releasees may file the Settlement Agreement and/or the Judgment in any action that may be brought against them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10. Within 30 calendar days after the Final Settlement Date, the Settlement Administrator shall calculate each Final Settlement Class Member's distribution pursuant to the plan of allocation approved by the Court and send for delivery by U.S. mail a settlement check in the amount of the share of the Net Settlement Fund to which he/she/it is entitled.

11. The Releasing Parties are permanently barred, enjoined and restrained from making any claims against the Settlement Fund, including the Final and Net Settlement Funds, and all persons, including the Settlement Administrator, Plaintiffs and Class Counsel, Defendants, and their Counsel, are released and discharged from any claims arising out of the administration, management or distribution of the Settlement Fund.

12. There is no just reason for delay in directing entry of a Final Judgment and immediate entry by the Clerk of the Court is expressly directed.

13. Lincoln shall fund the Settlement Fund Account in accordance with the terms of the Settlement Agreement.

14. Settlement Administration Expenses may be paid out of the Final Settlement Fund as they become due, subject to the terms of the Settlement.

15. Neither the fact nor substance of the Settlement, nor any act performed or document executed pursuant to the Settlement, may be deemed or used as a presumption, inference or admission of fault, liability, injury or wrongdoing in any civil, criminal, administrative, or other proceeding in any jurisdiction.

16. The Actions are dismissed with prejudice as to Defendants and without costs to either party.

17. Without affecting the finality of this Order and Judgment, the Court specifically retains continuing and exclusive jurisdiction over the enforcement of this Order and Judgment and

bar order and the enforcement of the Settlement, including all future proceedings concerning the administration and enforcement of the Settlement Agreement.

ENTERED this __th day of October 2023.

SO ORDERED:

Gerald J. Pappert, U.S.D.J.