

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA**

KRISTA FULD, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

AMERICAN INCOME LIFE
INSURANCE COMPANY,

Defendant.

Case no. 1:23-cv-01420-JPH-MG

CLASS ACTION

**ORDER GRANTING
APPROVAL OF CLASS ACTION SETTLEMENT**

On January 21, 2026, this Court heard the motions for Final Approval of the Class Action Settlement and for Service Award, Class Counsel fees and costs.¹ This Court reviewed: (a) the motion and the supporting papers, including the Class Action Settlement Agreement and Release (“Settlement Agreement”); (b) any objections filed with or presented to the Court; (c) the Parties’ responses to any objections; and (d) counsel’s arguments. Based on this review and the findings below, the Court finds good cause to grant the motions.

FINDINGS:

1. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and therefore approves it. Among other matters considered, the Court took into account: (a) the complexity of and risks involved in the case balanced with the excellent relief provided to the Settlement Class; (b) delays in any award to the Settlement Class that would occur due to further litigation and appellate proceedings; (c) the

¹ Capitalized terms in this Order (“Order”), unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

absence of opt-outs from or objectors to the Settlement Agreement, demonstrating that the Settlement Class has a positive reaction to the proposed settlement; (d) the recommendation of the Settlement Agreement by counsel for the Parties; and (e) the extensive discovery that has occurred in the Action.

2. The Court also finds that extensive arm's-length negotiations have taken place, in good faith, between Settlement Class Counsel and Defense Counsel resulting in the Settlement Agreement. These negotiations were presided over by an experienced mediator.

3. The Settlement Agreement provides substantial value to the Settlement Class in the form of cash payments.

4. Notice was provided to Settlement Class Members in compliance with the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (a) fully and accurately informed Settlement Class Members about the action and Settlement Agreement; (b) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (c) provided procedures for Settlement Class Members to submit written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (d) provided the time, date, and place of the Final Approval Hearing.

5. A copy of the notice provided by Defendant pursuant to 28 U.S.C. § 1715(b) has been filed, and the notice complies with the requirements of 28 U.S.C. § 1715(b).

6. Plaintiff and Class Counsel have fairly and adequately protected the Settlement Class's interests, and the Parties have adequately performed their obligations under the Settlement Agreement.

7. For the reasons stated in the Preliminary Approval Order, and having found nothing that would disturb these previous findings, this Court finds and determines that the proposed Settlement Class, as defined below, meets all of the legal requirements for class certification, for settlement purposes only, under Federal Rule of Civil Procedure 23(a) and (b)(3).

8. Under the Settlement Agreement, Class Counsel is permitted to seek Court approval of a Service Award for the Class Representative. A Service Award to Plaintiff of \$5,000.00 is fair and reasonable in light of: (a) Plaintiff's risks in commencing this Action; (b) the time and effort spent by Plaintiff in litigating this Action; and (c) Plaintiff's public interest service.

9. Under the Settlement Agreement, Class Counsel is permitted to seek Court approval of an award of attorneys' fees and reimbursement of documented and reasonable expenses and costs. Having considered the motion and considering the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time, percentage of the fund, the quality of representation provided and the results obtained, as well as a number of other factors, Class Counsel is awarded attorneys' fees of \$4,666,666.66, and reimbursement of costs and expenses of \$16,067.97, representing fair and reasonable compensation and reimbursement for Class Counsel's efforts in investigating, litigating, and settling this action.

10. All payments of attorneys' fees and reimbursement of expenses to Class Counsel in this action shall be made from the Settlement Fund, and the Released Parties shall have no liability or responsibility for the payment of Class Counsel's attorneys' fees or expenses.

11. Reimbursement of up to \$177,117.50 to the Settlement Administrator is fair and reasonable to compensate it for the provision of notice to the Settlement Class and administering the settlement.

IT IS ORDERED THAT:

Settlement Class Members. The Settlement Class is certified as a class of: all persons (1) associated with 49,695 unique telephone numbers identified by Defendant (2) that were registered on the National Do Not call Registry for at least 30 days and (3) to which more than one call was placed on behalf of Defendant within any 12 month period between August 11, 2019 and December 4, 2024 (4) who were not American Income Life Insurance Company insureds. Excluded from the Settlement Class are: (1) the Judges presiding over this action and members of their families; (2) the Defendant, Defendant's respective subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest and its current or former officers and directors; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded person(s).

Binding Effect of Order. This Order applies to all claims or causes of action settled under the Settlement Agreement and binds all Settlement Class Members, including those who did not properly request exclusion under the Preliminary Approval Order. This Order does not bind persons or entities who submitted timely and valid requests for exclusion.

Release. Plaintiff and all Settlement Class Members who did not properly request exclusion are deemed to have completely released and forever discharged the Released Parties for the Released Claims. The full terms of the release described in this paragraph are set forth in the Settlement Agreement and are specifically incorporated herein by this reference. The release does not in any way prohibit or otherwise limit Settlement Class Members from cooperating or communicating with any governmental authorities.

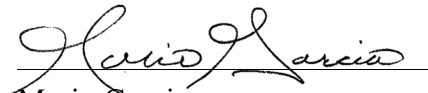
Class Relief. The Settlement Administrator is further directed to issue payments according to the terms and timeline stated in the Settlement Agreement.

Miscellaneous. No person or entity shall have any claim against Defendant, Defense Counsel, the Released Parties, Plaintiff, the Settlement Class Members, Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with the Settlement Agreement.

Court's Jurisdiction. Pursuant to the Parties' request, the Court will retain jurisdiction over the action and the Parties for all purposes related to this settlement.

SO ORDERED.

Date: 1/23/2026


Mario Garcia
United States Magistrate Judge
Southern District of Indiana

Distribution:
To ECF Counsel of Record