



I, ROBERT A. MEYER, ESQ., hereby declare as follows:

1. I submit this Declaration in my capacity as the mediator in connection with the proposed settlement of the claims asserted in this action. While the mediation process is confidential, the parties have authorized me to inform the Court of the procedural and substantive matters set forth herein in support of Plaintiff Helen Hanks (“Plaintiff”) motion for preliminary approval of the proposed class action settlement between Plaintiff, on behalf of herself and the certified class, and Defendant Voya Retirement Insurance and Annuity Company (“Voya”). I make this Declaration based on personal knowledge of the facts and am competent to so testify.

2. I work as a mediator, arbitrator, referee/special master and am affiliated with JAMS. I have served as a mediator for more than fifteen years and specialize in complex business litigation pending throughout the United States. I have extensive experience mediating insurance matters and class actions. I have been ranked on Chambers USA’s “National Mediators” list since 2019. Before becoming a neutral, I worked for over 40 years as a practicing attorney, specializing in complex business litigation, professional liability and class actions.

3. I was retained by the parties in this matter to serve as a private mediator for potential settlement discussions. Without waiving the mediation privilege, and as discussed in more detail below, I believe, based on my extensive discussions with the parties and the information made available to me both before, during, and after the mediation that this settlement is fair, reasonable, and adequate resolution given the risks involved and resulted from arm’s length negotiations between engaged, experienced, and knowledgeable counsel.

4. The mediation took place on August 11, 2021 at the JAMS Century City offices in Los Angeles, California. I understand that the parties had mediated this case on prior occasions using different mediators. In advance of the August 11, 2021 mediation, the parties

submitted lengthy and detailed mediation statements and case materials, including expert reports, filings, and court opinions. The various documents addressed key factual issues and the important legal issues related to both liability and damages. I found these mediation statements and follow-up discussions to be extremely valuable in helping me understand the relative merits of each party's positions, and to identify the issues that were likely to serve as the primary drivers and obstacles to achieving a settlement. Because the parties to the mediation submitted their mediation statements and arguments in the context of a confidential mediation process pursuant to Federal Rule of Civil Procedure 408, I cannot reveal their content. However, I can say that the arguments and positions asserted by the parties were the product of hard work that was highly adversarial and complex.

5. The mediation was attended by multiple counsel for each party and lasted all day. Class Counsel made fair and reasonable settlement demands. Based on the mediation session, it was apparent to me that both sides possessed strong arguments and that neither side was assured of a victory should the case be litigated to final judgment. The parties did not settle the case during the mediation but agreed to continue to meet and confer. In the ensuing weeks, and with my assistance, the parties engaged in vigorous, arm's lengths negotiations, until arriving at the final settlement amount of a non-reversionary fund of up to \$92.5 million, a COI-increase freeze for five years, and an agreement not to void, rescind, cancel, or deny coverage due to an alleged lack of insurable interest or misrepresentation. The parties did not negotiate attorneys' fees, costs, or incentive awards until after agreeing to these and other principal terms. There was no collusion whatsoever in reaching the terms of the settlement -the negotiations were entirely at arms-length. I believe the settlement agreement now before the Court is in the best interest of all parties and the Class.

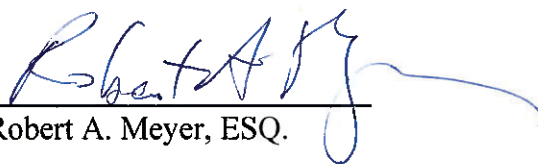
6. Throughout this process, I met with each side individually to candidly discuss their positions. At all times I found counsel to be engaged, motivated, and knowledgeable about the case. Counsel zealously and professionally advocated for their clients' positions while at the same time recognizing the strengths and weaknesses of their litigation positions, including the risks associated with proceeding to trial, and the benefits of settlement.

7. From a mediator's perspective, this settlement resulted from a robust, adversarial, arm's length negotiation process between experienced, knowledgeable, and capable counsel who fully understood the strengths and weaknesses of their positions. In my opinion, all sides were well-represented throughout the entire process. In light of the facts and stage of the case and my extensive experience mediating complex business litigation matters, I believe that this is a highly successful result for all parties and the Class. The settlement obtained is particularly fair, adequate and reasonable under the circumstances of this case because it provides a very substantial recovery for the Class, especially when measured against the obstacles standing in the way of achieving a successful resolution of the claims. The settlement ensures that the Class will receive certain money and relief without being exposed to the risks of trial and appeal that could have also caused this case to drag on for years.

8. In sum, based on my experience, I believe that this settlement represents a reasonable and fair outcome. As such, I strongly support the approval of the settlement in all respects.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 18th day of December, 2021, in Los Angeles, California.

  
Robert A. Meyer, ESQ.