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

ANTOINETTE LEWIS-ABDULHAADI, **Plaintiff,** **v.** **UNION SECURITY INSURANCE CO. AND SUN LIFE ASSURANCE COMPANY OF CANADA,** **Defendants.**	**CIVIL ACTION** **NO. 21-3805**

O R D E R

AND NOW, this 26th day of November, 2024, upon consideration of Plaintiff's Unopposed Motion for Class Certification (ECF No. 115). The Motion is **GRANTED** as follows:

Class Certification

1. Counts I, II, and IV-VIII are hereby certified as a class action pursuant to Rule 23(b)(1) and (b)(2) on behalf of the following Class:

> All participants in an ERISA-covered plan that provided or offered dependent child life insurance that is or was insured by Sun Life Assurance Company of Canada ("Sun Life") or Union Security Insurance Company ("USIC") at any time from and including August 25, 2015 until **March 14, 2025** and for which a participant paid premiums (or premiums were paid) for at least one child in such dependent child life insurance coverage and either (i) had no enrolled children who met the definition of dependent child under the policy while such premiums were paid for coverage or (ii) had a claim for dependent child life insurance denied because the child's age was beyond the oldest allowable age for a dependent child under the applicable policy or based on the child's age and because the child was not a full-time student; and the beneficiaries of such persons.
>
> Excluded from the Class are (1) any fiduciaries of the Plans with decision-making or administrative authority related to the establishment, administration, funding or interpretation of the Plan, (2) persons not eligible for benefits under Section IV of this Settlement Agreement. Additionally, any person does not meet the requirements of Section (ii) of the Class Definition and will be excluded unless (a) Defendants identify that person as a Class Member With Denied Claim or (b) the claim for dependent child life insurance was denied solely because the child's age was beyond the oldest allowable age for a dependent child under the applicable

policy or a claim denied solely based on the child's age and because the child was not a full-time student.

2. The Court finds that Counts I, II, and IV-VIII satisfy the requirements of Fed. R. Civ. P. 23(a) as follows:

a. The Class consists of at least **97** individuals whose had claims denied and hundreds if not thousands of unknown number of additional class members (as SunLife has estimated at least 20,000 policyholders (i.e. employers)) who have been paying premiums for non-existent coverage. "[G]enerally if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the first prong of Rule 23(a) has been met." *Stewart v. Abraham*, 275 F.3d 220, 226–27 (3d Cir. 2001). The Court finds joinder of all Class members would be impracticable.

b. Each claim raises common questions of law and fact, including whether Sun Life and USIC breached various fiduciary duties under ERISA and what is the appropriate relief for Defendants' alleged violations of ERISA.

c. Plaintiff's claims are typical of those of the Class because they arise from the same event, practice and/or course of conduct and seek the same relief.

d. Plaintiff and her counsel have no interests antagonistic to the Class and Plaintiff has retained counsel with extensive experience litigating ERISA class actions. Plaintiff and her counsel will fairly and adequately protect the interests of the Class.

3. The claims meet the requirements of Fed. R. Civ. P. 23(b)(1) because ERISA fiduciaries of the Plan are required by law to interpret and consistently apply the terms of an employee benefit plan to all similarly situated participants. As such, varying or inconsistent

adjudications regarding the duties of fiduciaries or the rights of participants under a plan, would establish incompatible standards of conduct. For similar reasons, an adjudication regarding these issues would, as a practical matter, adjudicate these issues with respect to the other participants in the plan.

4. Any Class Member who has previously filed a lawsuit challenging the denial of child dependent life insurance during the Class Period will be permitted to exclude themselves from this Class so long as the request for exclusion bears a postmark that is no later than **March 3, 2025** and sets forth (a) the full name, address and contact information for the Class Member, (b) sufficient information to identify the prior lawsuit (c) a written statement that the Class Member wishes to be excluded; (d) the signature of the Class Member.

5. Plaintiff Antoinette Lewis-Abdulhaadi is appointed the representative of the Class.

6. Attorneys R. Joseph Barton, Jonathan Feigenbaum, and Adam Garner are appointed Co-Lead Class Counsel.

BY THE COURT:

/s/Wendy Beetlestone, J.

WENDY BEETLESTONE, J.