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9 Attorneys for Plaintiffs
10 Diane V. Sanchez, Jules Confino on behalf
11 of themselves and all others similarly situated

12
13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

16 DIANE V. SANCHEZ, on behalf of herself)
17 and all others similarly situated,)

18 Plaintiff,)

19 v.)

20 ALLIANZ LIFE INSURANCE COMPANY)
21 OF NORTH AMERICA; and DOES 1-100,)
22 Inclusive,)

23 Defendants.)
24)
25)
26)
27)
28)

CASE NO.: BC594715

Assigned to Hon. Maren E. Nelson, D. 17

NOTICE OF ENTRY OF JUDGMENT

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that the final judgment attached hereto as Exhibit 1 was entered by the Court on December 22, 2022.

DATED: December 30, 2022

GIANELLI & MORRIS
OFFICES OF RONALD A. MARRON

By: Joshua S. Davis
ROBERT S. GIANELLI
JOSHUA S. DAVIS
ADRIAN J. BARRIO
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Diane V. Sanchez
Jules Confino

[EXHIBIT 01]

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14 Attorneys for Plaintiffs
 15 Diane V. Sanchez, Jules Confino on behalf
 16 of themselves and all others similarly situated

17 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 18 **COUNTY OF LOS ANGELES**

19 DIANE V. SANCHEZ, on behalf of herself
 20 and all others similarly situated,

21 Plaintiff,

22 vs.

23 ALLIANZ LIFE INSURANCE
 24 COMPANY OF NORTH AMERICA, and
 25 DOES 1-60, inclusive,

26 Defendants.

FILED
 Superior Court of California
 County of Los Angeles
 12/22/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Mata Deputy

Case No.: BC594715

Assigned to Hon. Maren E. Nelson,
 Dept. SS17

~~[PROPOSED]~~ FINAL JUDGMENT

1 The Court ORDERS, ADJUDICATES, AND DECREES as follows:

2 1. This Final Judgment (“Judgment”) incorporates by reference: (a) the
3 Parties’ Agreement filed on June 1, 2022, including [Exhibits 1-5] (collectively the
4 “Agreement”); (b) the Court’s findings and conclusions contained in its Order Granting
5 Motion for Preliminary Approval of Class Action Settlement (the “Preliminary Approval
6 Order”); (c) the Court’s findings and conclusions contained in its Order Granting Motion
7 for Final Approval of Class Action Settlement (“Final Approval Order”). All defined
8 terms in this Judgment have the same meanings as in the Agreement.

9 2. "Certified Class" means the following persons and annuities the Plaintiffs
10 defined as the Class in their Second Amended Complaint, which the Court certified
11 pursuant to its July 20, 2020 Order:

12 (a) All California owners (or their designated beneficiaries on death
13 claims) of the following Allianz Life Insurance Company of North
14 America annuities who at any time from September 15, 2011 to the
15 present either (1) received an annuity (or death benefit) payment that
16 was calculated with an expense recovery adjustment, or (2) incurred
17 a surrender penalty or charge in connection with a full or partial
18 surrender: BonusMaxxx, BonusMaxxx Elite, BonusDex, BonusDex
19 Elite, 10% Bonus PowerDex, and MasterDex 10.
20

21 (b) All California owners of the following annuities issued by Allianz
22 Life Insurance Company of North America that are currently in
23 deferral: BonusMaxxx, BonusMaxxx Elite, BonusDex, BonusDex
24 Elite, 10% Bonus PowerDex, and MasterDex 10.
25

26 (c) Excluded from these classes are the annuities that were the subject of
27 the settlements in *Iorio, et al. v. Allianz Life Insurance Company of*
28 *North America*, U.S.D.C. (S.D. Cal.) Case No. 05-cv-0633 JLS and

3. "Class Member" means a member of the Certified Class.
4. "Annuity Status Date" means March 31, 2022 at 11:59 p.m.
5. "Annuitized Settlement Annuity" means:
 - (a) An Annuity as to which the Current Owner(s) elected to annuitize the Annuitization Value between September 15, 2011 and the Annuity Status Date if such annuitization occurred within 10 years after the Settlement Annuity's effective date of issuance. An Annuity in which the Current Owner elected to take Annuity Option D, referred to in the Annuity as "Benefit Deposited With Interest," is not an Annuitized Settlement Annuity under this Agreement because the expense recovery adjustment calculation is not incorporated in the payout calculations for Option D.
 - (b) A death benefit election by a Beneficiary that occurred between September 15, 2011 and the Annuity Status Date if and to the extent (a) the Beneficiary elected to take the Death Benefit as the Annuitization Value in equal periodic installments over 5 or more years and (b) such election was made within 10 years after the Settlement Annuity's effective date of issuance. For purposes of the Agreement when there are multiple Beneficiaries of Settlement Annuity, such a Death Benefit election shall be treated as an Annuitized Settlement Annuity only as to the portion of the Death Benefit to which the annuitizing Beneficiary was entitled under the Annuity.

1 6. “Surrendered Settlement Annuity” means

- 2 (a) Settlement Annuity that was fully surrendered by the Current
3 Owner(s) for the Cash Value of the Annuity between September 15,
4 2011 and the Annuity Status Date; or
5
6 (b) a Beneficiary's election to receive the Death Benefit in the form of
7 the Cash Value if that election was made between September 15,
8 2011 and the Annuity Status Date. For purposes of this Agreement
9 only, when there are multiple Beneficiaries, such an election of a
10 Death Benefit shall be treated as a Surrendered Settlement Annuity
11 only as to the portion of the Death Benefit to which the Beneficiary
12 was entitled under the Settlement Annuity.

13 7. “Penalty-Incurring Partial Surrender” means a means a withdrawal from an
14 Annuity that occurred between September 15, 2011 and the Annuity Status Date that did
15 not meet the requirements of a penalty-free withdrawal under the terms of the Annuities
16 but it does not mean a withdrawal required to be taken as a Required Minimum
17 Distributions under the Internal Revenue Code.

18 8. “Active Deferred Settlement Annuity” means a Settlement Annuity that, as
19 of the Annuity Status Date, has (a) not been fully surrendered, (b) not been partially or
20 completely Annuitized, and (c) not become eligible for death benefits, except if the
21 Settlement Annuity was continued in effect by the surviving spouse.
22

23 9. “Owner” means any Person(s) having any legal or equitable ownership
24 interest in a Settlement Annuity, including, where applicable, an annuitant, under the
25 terms of the Settlement Annuity, agreement with Allianz Life, and/or applicable law.
26 Initially, at the time of issuance of a Settlement Annuity, the Settlement Annuity
27 purchaser is the Owner with respect to said Settlement Annuity. The Owner may change
28 upon either the Owner's death or a transfer of ownership to another, in accordance with

1 the terms of the Settlement Annuity, agreement with Allianz Life, and/or applicable law.
2 There can be more than one concurrent Owner of a Settlement Annuity. A Beneficiary
3 has ownership rights only upon the death of the Owner. Without limiting the foregoing,
4 "Owner" shall include a surviving spouse and non-spouse Beneficiary who continues a
5 Settlement Annuity in deferral, if such a continuation was elected and was permitted by
6 the terms of the Settlement Annuity (or Allianz Life has otherwise agreed
7 to permit such a continuance).

8
9 10. "Current Owner" and "Current Owners" means the following:

10 (a) As to an Active Deferred Settlement Annuity, the person or persons
11 listed in Allianz Life's corporate records as the Owner(s) of the Settlement
12 Annuity as of the Annuity Status Date;

13 (b) As to an Annuitized Settlement Annuity described in Paragraph 5
14 the person or persons listed in the Annuity Option Agreement as the
15 annuitant (or if that annuitant is no longer living on the Annuity
16 Status Date and the payments under the Annuity Option Agreement
17 have not terminated as of the Annuity Status Date, the designated
18 beneficiary under the Annuity Option Agreement);

19 (c) As to a Surrendered Settlement Annuity described in Paragraph 6,
20 the person or persons listed in Allianz Life's business records as the
21 Owner(s) as of the date of surrender.
22

23 11. The "Settlement Class" is defined as follows, subject to the Settlement
24 Class Exclusions:

25 (a) An Owner of an Annuity that, as of the Annuity Status Date has not
26 (a) been fully surrendered, (b) not been partially or wholly
27 annuitized, (c) and not become eligible for death benefits, except if
28

1 the Settlement Annuity was continued in effect by a surviving spouse
2 of the Owner;

3 (b) An Owner of an Annuity that was annuitized for the Annuitization
4 Value between September 15, 2011 and the Annuity Status Date if
5 such annuitization occurred within 10 years after the Settlement
6 Annuity's effective date of issuance, unless the annuity option taken
7 was Annuity Option D, referred to as "Benefit Deposited With
8 Interest";

9
10 (c) An Owner of an Annuity that was fully surrendered for the Cash
11 Value of the Annuity between September 15, 2011 and the Annuity
12 Status Date;

13 (d) A Beneficiary of an Annuity who between September 15, 2011 and
14 the Annuity Status Date elected to receive the Death Benefit either (a)
15 in the form of a lump sum payment of the Cash Value or (b) in the
16 form of equal periodic installments of the Annuitization Value over
17 five or more years if such election was made within 10 years after the
18 Annuity's effective date of issuance;

19
20 (e) An Owner of an Annuity that at any time from September 15, 2011 to
21 the Annuity Status Date had a Penalty-Incurring Partial Surrender.

22 12. "Settlement Class Exclusions" means the following persons and/or
23 Annuities excluded from the Settlement Class and not eligible for benefits under this
24 Settlement.
25

26 (a) Annuities that were the subject of the settlements in *Iorio, et al. v.*
27 *Allianz Life Insurance Company of North America*, U.S.D.C. (S.D.
28 Cal.) Case No. 05-cv-0633 JLS and *Negrete v. Allianz Life Ins. Co.*

1 *of No. Am. (C.D. Cal.) Case Nos. CV 05–06838 CAS (MANx), CV*
2 *05-8908 CAS (MANx).*

3 (b) Annuities that on March 31, 2022 at 11:59 p.m. Central Daylight
4 Time do not meet the criteria required for the Owner or Beneficiary
5 to be part of the Class.

6 (c) The 37 persons identified in Exhibit 1 to this Judgment, who, in
7 response to the Class Notice, timely submitted a written request to
8 be excluded from the Class with respect to any Annuity in which
9 that person had an interest.

10 13. The Settlement Class Members who have opted out of the Settlement Class
11 in response to the Class Action Settlement Notice and Supplemental Class Notice, is
12 attached as Exhibit 2 to this Judgment. Those persons are excluded from the Settlement
13 Class. The Court finds that Exhibit 2 contains a complete list of all Settlement Class
14 Members who have timely requested exclusion from the Settlement Class, and
15 accordingly, such Settlement Class Members shall neither share in nor be bound by the
16 Judgment or the Agreement.

17 14. The Court directs the Parties and their counsel to implement and
18 consummate the Agreement according to its terms and provisions.

19 15. As set forth in Paragraph 17.nn of the Agreement, “Released Claims”
20 means “Any and all claims, complaints, causes of action, allegations of liability,
21 damages, restitution, interest, demands or rights, that reasonably arise out of or relate to
22 the facts, events, transactions or circumstances that were alleged against Allianz Life in
23 the Complaint or pursued in the Action, under any legal theory or construct including a
24 request for declaratory relief. Released Claims includes any future claims, complaints,
25 causes of action, allegations of liability, damages, restitution, interest, demands or rights,
26 that that may accrue upon a surrender or annuitization of an Active Deferred Settlement
27 Annuity occurring after the Annuity Status Date if they reasonably arise out of or relate
28

1 to the facts, events, transactions or circumstances that were alleged against Allianz Life
2 in the Complaint or pursued in the Action, under any legal theory or construct, including
3 a request for declaratory relief. Released Claims include but are not limited to any of the
4 following subject matters, all of which were alleged and pursued in the Action:

- 5 (a) The disclosure, nondisclosure or defective disclosure of information
6 required by the California Insurance Code, including but not limited
7 to Cal. Ins. Code § 10127.13, relating to surrender charges or
8 penalties, prior to or in connection with the sale, issuance, or delivery
9 of a Settlement Annuity.
- 10 (b) The amount or disclosure, nondisclosure or defective disclosure, or
11 calculation of any claimed charge, fee, penalty, or reduction,
12 including an alleged loss of a bonus, associated with the partial or
13 full surrender of a Settlement Annuity, or with the election by a
14 Beneficiary of a Settlement Annuity to take the Death Benefit in the
15 form of a lump sum payment, including but not limited to claims
16 based on Cal. Civ. Code §§ 1442 and 1671;
- 17 (c) The amount or disclosure, nondisclosure or defective disclosure of
18 any claimed charge, fee, penalty or reduction associated with Allianz
19 Life's determination or calculation of annuitization payments in
20 excess of the minimum payments guaranteed under each Settlement
21 Annuity;
- 22 (d) Allianz Life's alleged failure to provide, or calculation of, a bonus
23 credit to the Annuitization Value or Cash Value of the Settlement
24 Annuity, or the disclosure, nondisclosure or defective disclosure
25 thereof; and/or
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- 1 (e) Allianz Life's selection, declaration, determination or calculation of
2 annuitization interest rates or purchase rates in connection with the
3 annuitization of the Settlement Annuities.”

4 16. The release of claims set forth in Paragraphs 17.mm, 17.nn and 37-42 of the
5 Agreement is incorporated by reference and effective as of the date that Allianz Life
6 pays the last portion of the Gross Settlement Amount into the Settlement Fund under the
7 Agreement, and forever discharges the Released Parties from any claims arising from or
8 related to the Released Claims, as defined in the Agreement. This Court permanently
9 bars and enjoins (except as to claims to enforce the Settlement):
10

- 11 (a) Plaintiffs and their Related Parties from filing, commencing,
12 prosecuting, maintaining, intervening in, participating in,
13 conducting, or continuing litigation as class members or otherwise,
14 or from receiving any benefits from any lawsuit, administrative,
15 arbitration, remediation or regulatory proceeding or order, or other
16 legal proceeding in any jurisdiction, in accordance with the
17 provisions of Section IV of the Agreement ;
18 (b) Plaintiffs and their Related Parties, and all persons in active concert
19 or participation with them, from filing, commencing, or prosecuting
20 a lawsuit, arbitration, remediation or other legal proceeding as a
21 class action, a separate class, or group for purposes of pursuing a
22 putative class action (including by seeking to amend a pending
23 complaint to include class allegations or by seeking class
24 certification in a pending action in any jurisdiction) on behalf of
25 Plaintiffs, arising out of, based on, or relating to the Released
26 Claims.
27

28 17. KCC Class Action Services, LLC, the Court-appointed Settlement

1 Administrator, is authorized to continue its duties as set forth in the Agreement, and shall
2 carry out all the tasks set forth in the Agreement that are assigned to the Settlement
3 Administrator and remain to be performed.

4 18. The method of allocation and distribution of the Net Settlement Fund shall
5 take place as set forth in the Agreement.

6 19. The Court shall hold a Non-Appearance Case Review re: Final Report re:
7 Distribution of Settlement Funds for July 1, 2024 at 8:30 a.m.

8 20. The Parties shall submit a Final Report regarding the distribution of
9 settlement funds including any residual funds under California Code of Civil Procedure §
10 384 by June 24, 2024.

11 21. The amounts of uncashed Settlement Checks will be sent to the California
12 State Controller's office (or other government entity designated under California's
13 unclaimed property law statutes) in accordance with paragraphs 29 and 30 of the
14 Agreement.

15 22. Without affecting the finality of this Judgment for purposes of appeal, and
16 pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction as to all
17 matters relating to the Action and Settlement, including modification, administration,
18 consummation, enforcement, interpretation, and effectuation of the Agreement, the Final
19 Approval Order and Judgment, and for any other necessary purposes; provided however,
20 that nothing in this Paragraph shall restrict the ability of the Parties to exercise their rights
21 under the Agreement which are not in conflict with the Final Approval Order and
22 Judgment. The Parties submit to the jurisdiction of the Court for purposes of
23 administration, construction, consummation, enforcement and interpretation of the
24 Agreement and Settlement,
25

26 23. ~~The Agreement is binding on, and has *res judicata* and preclusive effect in,~~
27 ~~all pending and future lawsuits, arbitrations, administrative proceedings, remediation~~
28 ~~proceedings, regulatory proceedings or other legal proceedings (as set forth more fully in~~

1 ~~the Release provisions of the Agreement) maintained by or on behalf of Plaintiffs and all~~
2 ~~other Settlement Class Members, as well as their heirs, executors, personal~~
3 ~~representatives, conservators, and administrators, predecessors, successors and assigns,~~
4 ~~that are encompassed by the Agreement or the Release.~~

5 24. Any appeal of the Judgment, or any part thereof, must be preceded by an
6 objection to the Settlement which is rejected by the Court, in whole or in part, and
7 intervention in the proceeding by such an objector prior to entry of the judgment.

8 25. Neither the Final Approval Order, Judgment, nor the Agreement, nor any
9 other documents they reference or attach, nor any action taken to carry out the Final
10 Approval Order, Judgment or the Agreement, is, may be construed as, or may be used as
11 an admission or concession by or against Allianz Life of the validity of any claim or any
12 actual or potential fault, wrongdoing, or liability whatsoever. Entering into or carrying
13 out the Agreement, and any negotiations or proceedings relating to it, may not in any
14 event be construed as, or deemed evidence of, an admission or concession as to Plaintiff's
15 claims or Allianz Life's denials or defenses, and may not be offered or received in
16 evidence in any action or proceeding against any party in any court, administrative
17 agency, or other tribunal for any purpose whatsoever, except as evidence of the
18 Settlement or to enforce the provisions of the Final Approval Order, Judgment or the
19 Agreement; provided, however, that the Final Approval Order, Judgment and the
20 Agreement may be filed in any action against or by Allianz Life or the Settlement Class
21 Members to support a defense of *res judicata*, collateral estoppel, release, waiver, good-
22 faith settlement, judgment bar or reduction, full faith and credit, or any other theory of
23 claim preclusion, issue preclusion, or similar defense or counterclaim to the extent
24 allowed by law.

25
26 26. The Parties are authorized, without further approval from the Court, to
27 agree to and adopt non-substantive amendments, modifications, or expansions of this
28 Agreement and all exhibits attached hereto which (a) are consistent with the Judgment,

1 and (b) do not limit the rights of Settlement Class Members and any Person entitled to
2 Settlement Relief under the Agreement. Any substantive amendments, modification, or
3 expansions of the Agreement require prior approval of the Court.

4 27. All documents containing Confidential Information under the terms of the
5 Protective Order are to be disposed according to paragraphs 87-89 of the Agreement,
6 notwithstanding any provisions of the Protective Order to the contrary.

7 28. There being no just reason for delay, the Court, in the interests of justice,
8 directs the Clerk of the Court to enter this Judgment, and decrees that, upon entry, it be
9 deemed a final judgment.

10 **IT IS SO ORDERED.**

11
12 Dated: 12/22/2022

13 By:



14 Hon. Maren E. Nelson
15 Judge of the Superior Court
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[EXHIBIT 01]

Exclusion Report
Sanchez; Confino v. Allianz

ClaimID	FirstName	LastName	Addr1	Addr2	City	State	Zip	Zip4	OptOut
	JOCELYN HOA	HOANG							12/9/20
	SHERRY E	SWAN							11/19/20
	RYMANTE T	BARAUSKAS							11/12/20
	PHI THI	CAO							11/18/20
	JOYCE ANN	BAUER							11/10/20
	SHARIANN A	HOFF							11/18/20
	REUBEN	VILLARREAL							11/4/20
	SANDRA S	GOODALL							12/7/20
	BARBARA J	MASON							12/29/20
	RITA	CHAN							11/16/20
	SONDRA TELFORD	MOE							12/28/20
	JANETTE L	DENNING							12/11/20
	HSI-CHEN	CHEN							12/6/20
	CLARKE E	HERBERT							11/20/20
	SANDRA H	HERBERT							11/21/20
	MARTINA S	MACAM							12/12/20
	ROSE M	ALDERSON							11/27/20
	KATHLEEN	RUBINO							11/10/20
	VALERIE T	HERBERT							11/26/20
	RAMONA LEA	BOWKER							12/29/20
	CRUZ A	LEON							11/16/20
	CHERYL	LELAND							11/27/20
	JOHN	LELAND							11/27/20
	SOO K	CHO							11/9/20
	SHERRIE	CAREL							12/18/20
	ROSE	HUANG							11/9/20
	DOLORES	RESOR							11/17/20
	JESSE V	VIEYRA							12/28/20
	CECELIA M	JACKSON							11/12/20
	KIMIE	FUJIURA							11/12/20
	JULIO C	GAYTAN							11/14/20
	RITA BAKSHI	SHAPIRO							11/20/20
	SIU KEUNG	CHAN							11/16/20
	MARY LOUISE	STRONG							12/15/20
	JUDITH	WYRICK							11/5/20
	MICHAEL WAYNE	HOGAN							11/8/20
	SUSAN	PEER							11/12/20

[EXHIBIT 02]

Sanchez v Allianz Life Insurance Company Requests for Exclusion

ClaimID	FirstName	LastName
3451	SANDRA J	BALL
0555	JULIE	WHITMAN
7444	VALERIE J	MOORE
5099	MARIA SOLEDAD	VIVO
6036	ARCHIE C	WALL
5841	JAMES I	MIYASATO
8638	NORMA	TINKEY
9710	ROY L	FRAKES
0999	XIAOLING	DING
2549		ROXENE ROCKWELL TRUST
9034	JACK H	BINNING
9158	BARBARA ULRICH	BISHOFF
9697	JULIE SUZANNE	BODWELL
3422	CAROL R	SHEETS
4704	VARSHA	PATEL
8076	ANTIONETTE M	PISOR
8084	WILLIAM M	PISOR
2928	ZHIGANG	ZHANG
9103	LOLA M	LUPIEN
4048		PHYLLIS DIANE BUMANN
8604	WENDY CHARIS	HADLEY
9210	FRANCIS M	HARVEY
0570		BUMANN FAMILY TRUST
4045	NANCY A	WALTER

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**STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES**

On **December 30, 2022**, I served the foregoing document described as

on the interested parties in this action by placing a true copy of the original thereof enclosed in a sealed envelope addressed as follows:

X By Electronic Service via **CASE ANYWHERE**, I caused a true and correct copy of the above-entitled documents to be electronically transferred onto **CASE ANYWHERE** via the Internet, which constitutes service, pursuant to Order Authorizing Electronic Service dated 3/10/16.

Executed on **December 30, 2022** at Los Angeles, California.

Proof of Service

SERVICE LIST

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LAW OFFICES OF RONALD A. MARRON
A Professional Law Corporation
651 Arroyo Drive
San Diego, CA 92103

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