

EXHIBIT 1

CHEYENNE RIVER SIOUX TRIBAL COURT
CHEYENNE RIVER SIOUX INDIAN RESERVATION
EAGLE BUTTE, SOUTH DAKOTA

IN TRIBAL COURT
No: 24C037

DURIN MUNDAHL, individually, and for and)
on behalf of the Estate of his natural mother)
JOYE M. BRAUN, Insured (Deceased), and)
MORGAN BRINGS PLENTY, individually,)
Plaintiffs,)

v.)

METLIFE, INC. dba/aka MetLife Insurance)
Company, aka Metropolitan Life Insurance)
Company, a Delaware corporation licensed)
to do business in South Dakota, individually,)
and its parent and subsidiaries, companies,)
and predecessors in interest, Insuror, and)
TRINET HR, III, INC. aka/dba **TRINET**)
GROUP, INC., a California corporation)
licensed to do business in South Dakota,)
administrator, and its parent and subsidiaries)
companies and predecessors in interest,)
individually, and jointly and severally,)
Defendants.)

MOTION TO DISMISS

Defendants Metropolitan Life Insurance Company (incorrectly named “MetLife, Inc. dba/aka MetLife Insurance Company”) and TriNet HR XI, Inc. (incorrectly named “TriNet HR, III, Inc. aka/dba TriNet Group, Inc.”), through their attorneys, Gordon Rees Scully Mansukhani, LLP, submit this Motion to Dismiss pursuant to Cheyenne River Sioux Tribe Rules of Civil Procedure 12(b)(1), (2), and (6).

I. INTRODUCTION

This lawsuit involves a dispute over life insurance benefits pursuant to an employee benefit plan subject to the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.* (“ERISA”). Plaintiffs allege that their deceased mother was an employee of TriNet and a

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participant under its employer-sponsored plan, which included \$40,000 in life insurance benefits and \$40,000 in accidental death and dismemberment benefits.

After their mother's death from natural (not accidental) causes, MetLife – the insurer of the benefits and claims administrator under the plan – paid her husband the life insurance benefits. Nevertheless, plaintiffs submitted a claim to MetLife asserting they were the listed designated beneficiaries, however, this open enrollment designation would not have become effective until the year following her death. Despite this, plaintiffs proceeded to file this lawsuit based upon various common law claims.

This case should be dismissed because this Court lacks both personal and subject matter jurisdiction and the claims fail as a matter of law. First, this Court lacks personal jurisdiction over MetLife and TriNet as they have not consented to or have sufficient minimum contacts with this jurisdiction as required by law. The mere fact that plaintiffs reside within the Cheyenne River Sioux Reservation or are members of the Cheyenne River Sioux Tribe is insufficient to establish personal jurisdiction. Second, this Court lacks subject matter jurisdiction because plaintiffs' claims arise out of and relate to benefits provided under an ERISA-governed plan. Therefore, jurisdiction is exclusive to federal court or, in limited circumstances, state court pursuant to 29 U.S.C. § 1132(e). Finally, the common claims asserted are all preempted by ERISA, which provides the exclusive remedy available to plaintiffs. As such, the Complaint fails to state a claim upon which relief can be granted.

For these reasons, this Court should dismiss the Complaint.

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II. FACTS

The following facts are taken as true for purposes of this Motion to Dismiss only.

Plaintiffs' mother, Joye Braun, was a participant in the TriNet HR XI, Inc. Plan ("the Plan"). (Compl. ¶ 11). The Plan provided basic life insurance coverage for \$40,000 and accidental death and dismemberment ("AD&D") coverage for \$40,000. (Plan, attached hereto as Exhibit A). The Plan is an employee benefit plan governed by ERISA. *Id.* at p. 52-57 (containing "ERISA Information" and "Statement of ERISA Rights," including "As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA)."). MetLife is the claim administrator and insurer of benefits under the Plan. *Id.*; *see also* Compl. ¶ 2.

On November 13, 2022, Ms. Braun died of natural causes. (Compl. ¶¶ 3; 7). A copy of her Certificate of Death is attached hereto as Exhibit B. Records indicate that she did not have a beneficiary designation in effect at the time of her death. (Claim Notes, attached as Exhibit C). Instead, at the time of death, she was legally married to Floyd Durin.¹ Ex. B. Accordingly, MetLife paid the life insurance benefits to Mr. Durin pursuant to the Plan. (Claim Payment Overview List, attached as Exhibit D).

Plaintiffs made a claim for benefits. (Claimant's Affidavit, attached as Exhibit E). While they provided an annual open enrollment confirmation listing them as intended beneficiaries, it would not have become effective until January 1, 2023 – after Ms. Braun's death. (Enrollment Confirmation, attached as Exhibit F). The confirmation also sought to add supplemental AD&D

¹ The Decedent's spouse has been referred to as "Floyd Durin" and "Floyd Braun." Ex. B and C

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benefits, but that coverage would not have become effective until January 1, 2023 – again, after Ms. Braun’s death. *Id.*²

Plaintiffs³ initiated this lawsuit in this Court based on common law claims although the Plan states “[i]f you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.” Ex. A at p. 56.

III. LEGAL ANALYSIS

A. **THE COURT LACKS PERSONAL JURISDICTION OVER METLIFE AND TRINET.**

“Tribal judicial jurisdiction [] depends on whether the tribal court has personal jurisdiction over the defendant.” *Red Fox v. Hettich*, 494 N.W.2d 638, 644 (S.D. 1993). “[T]ribal courts do not generally have jurisdiction over nonmembers.” *Ford Motor Co. v. Todecheene*, 221 F. Supp. 2d 1070, 1081 (D. Ariz. 2002). “When a tribe’s code contains a long-arm statute for personal jurisdiction over non-domiciliaries, we analyze personal jurisdiction under that provision; otherwise, we ‘apply a traditional federal long-arm jurisdiction analysis.’” *Torgerson v. Torgerson*, 11 N.W.3d 50, 64 (S.D. 2024) (citing *Red Fox*, 494 N.W.2d at 645). “[A]pplying traditional long-arm analysis, before the tribal court can assert jurisdiction over a non-Indian, he must receive notice and have ‘minimum contacts’ with the tribe.” *Red Fox*, 494 N.W.2d at 645 (referring to *International Shoe v. Washington*, 326 U.S. 310 (1945)). More in the way of “minimum contacts” is required for a tribal court to exercise long-arm jurisdiction over a non-Indian “than would be sufficient for the citizen of one state to assert personal jurisdiction over the citizen of another state.” *Red Fox*, 494 N.W.2d at 645 (citing *Babbitt Ford, Inc. v. Navajo Indian Tribe*, 519 F. Supp. 418,

² She declined supplemental life coverage. *Id.*

³ Plaintiffs allege that they reside within the exterior boundaries of the Cheyenne River Sioux Reservation and are enrolled members of the Cheyenne River Sioux Tribe. (Compl. ¶ 1). Ms. Braun also was an enrolled member of Cheyenne River Sioux Tribe. *Id.*

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431 (D. Ariz. 1981), *aff'd in part, rev. in part on different grounds*, 710 F.2d 587 (9th Cir. 1983)); *see e.g. Torgerson*, 11 N.W.3d at 65 (“Based on our review of the record, there is no evidence to establish that Leslie purposefully availed himself of the privilege of acting in the forum, or that Leslie’s connection with SWO twenty years ago was sufficient for the exercise of personal jurisdiction to be fair and reasonable. Thus, we conclude that Terri has failed to present clear and convincing evidence showing that SWO’s exercise of personal jurisdiction over Leslie was proper.”)

Tribes retain the power to regulate “the activities of nonmembers who enter consensual relationships with the tribe or its members, through commercial dealing, contracts, leases, or other arrangements.” *Todecheene*, 221 F. Supp. 2d at 1081 (citing *Montana v. U.S.*, 450 U.S. 544, 565 (1981)). “To the extent that tribal jurisdiction can be conferred by consent, it should be real consent ... But without such explicit consent, the mere fact that a non-Indian was on the reservation, or a manufacturer’s product was in use, is not enough to confer jurisdiction in the tribal courts over all conceivable claims arising out of the non-Indian’s presence on the reservation.” *Id.* at 1083.

In this case, neither MetLife nor TriNet has provided consent to establish tribal court jurisdiction, nor entered any contractual agreement with the Cheyenne River Sioux Tribe. The Plan at issue is not the result of a commercial relationship, contract, or other consensual arrangement with the Cheyenne River Sioux Tribe or its members. Instead, by mere happenstance, one of the beneficiaries under the Plan is a member of the Cheyenne River Sioux Tribe. Simply her residing on the reservation or being a member does not establish consent by MetLife or TriNet, or sufficient minimum contacts to confer personal jurisdiction.

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This same analysis applies to plaintiffs to the extent they reside within the reservation or are members. In fact, their relationship with MetLife and TriNet is even more remote. As in *Ford Motor Co.*, mere presence or use of a product within the reservation is insufficient to establish jurisdiction. *Ford Motor Co.*, 221 F. Supp. 2d at 1083. Without consent, a relevant contractual relationship, or conduct affecting broader tribal interests, this Court lacks personal jurisdiction over MetLife and TriNet. A mere dispute over life insurance benefits based on a plan sponsored for the benefit of numerous employee participants is insufficient to establish jurisdiction. Accordingly, this Court must dismiss the Complaint pursuant to Cheyenne River Sioux Tribe Rule of Civil Procedure 12(b)(1).

B. THE COURT LACKS SUBJECT MATTER JURISDICTION BASED ON ERISA PREEMPTION.

29 U.S.C. § 1132(e)(1) of ERISA states:

Except for actions under subsection (a)(1)(B) of this section, ***the district courts of the United States shall have exclusive jurisdiction*** of civil actions under this subchapter brought by the Secretary or by a participant, beneficiary, fiduciary, or any person referred to in section 1021(f)(1) of this title. ***State courts*** of competent jurisdiction ***and district courts of the United States shall have concurrent jurisdiction of actions*** under paragraphs (1)(B) and (7) of subsection (a) of this section.

(emphasis added). The U.S. Court of Appeals for the Eighth Circuit has announced:

By congressional mandate there are four ways to assert an ERISA claim in two separate judicial forums, state and federal. Under 29 U.S.C. § 1132(e) “[s]tate courts of competent jurisdiction and district courts of the United States shall have concurrent jurisdiction of [ERISA-benefits] *actions* under [§ 1332(a)(1)(B)].” (Emphasis added). A state forum’s jurisdiction is, of course, tentative because 28 U.S.C. § 1441(a) permits removal of an ERISA benefits claim from a state tribunal to a federal district court. An ERISA-benefits action may also be asserted directly in the federal district court under either federal question jurisdiction, 28 U.S.C. § 1331, or, in a proper case, diversity jurisdiction under, 28 U.S.C. § 1332. However, in each of the four forum possibilities, the same “extraordinary pre-emptive power” is at work to convert an ordinary state law claim into one stating, exclusively, an ERISA benefits cause of action. If an ERISA benefits cause of action is filed and litigated to a conclusion in a state court of competent

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jurisdiction, ERISA totally preempts all state laws that conflict with its provisions or frustrate its objectives.

Am. Fam. Mut. Ins. Co. v. Hollander, 705 F.3d 339, 366 (8th Cir. 2013) (internal citations omitted). “Benefits-due actions under ERISA have concurrent state and federal jurisdiction.” *Id.* at 354 n. 8 (citing 29 U.S.C. § 1132(e)(1)). “The federal courts have exclusive jurisdiction over such actions.” *Lyons v. Philip Morris Inc.*, 225 F.3d 909, 912 (8th Cir. 2000) (referring to 29 U.S.C. § 1132(e)(1)); *see also Eckert v. Titan Tire Corp.*, 514 F.3d 801, 806 (8th Cir. 2008) (29 U.S.C. § 1132(e) gives “federal courts jurisdiction to hear claims arising under ERISA.”); *BH Servs. Inc. v. Fce Benefit Administrators Inc.*, No. 5:16-CV-05045-KES, 2017 WL 3635186, at *6 (D.S.D. Aug. 23, 2017) (“But the ERISA claims alleged in the complaint and the first amended complaint vest exclusive jurisdiction in ...29 U.S.C. § 1132(e)(1)” which sets “exclusive federal court jurisdiction for most ERISA causes of action”); *Kiesz v. Gen. Parts, Inc.*, No. CIV 05-1043, 2007 WL 963489, at *12 (D.S.D. Mar. 28, 2007) (“ERISA, 29 U.S.C. § 1001 et. seq. (1988), provides for exclusive jurisdiction of most civil actions coming within the coverage of the statute in federal district courts. 29 U.S.C. § 1132(e)(1).”).

This Court lacks jurisdiction over this action based on 29 U.S.C. § 1132(e)(1), which grants exclusive jurisdiction to federal courts and, in certain instances, state courts regarding disputes over benefits under an employee benefits plan. Correspondingly, the Plan contemplates jurisdiction only in state or federal courts, not other courts: “If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.” Ex. A.

Plaintiffs cannot avoid this analysis by asserting common law claims as they are all preempted by ERISA. *See Hollander*, 705 F.3d at 366.⁴ A review of the Complaint establishes that

⁴ This is further explained in the next section.

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all claims arise out of and relate to an ERISA-governed plan and, therefore, the exclusive remedy is under ERISA and subject to the jurisdictional requirements of 29 U.S.C. § 1132(e)(1). Therefore, this Court lacks jurisdiction to adjudicate this ERISA-governed dispute, no matter how plaintiffs denominate their claims for relief.

Because this case involves an ERISA-governed plan, the only proper jurisdiction is federal, or potentially state court, as set forth under 29 U.S.C. § 1132(e)(1). This Court lacks subject matter jurisdiction over this action. Accordingly, this Court must dismiss the Complaint pursuant to Cheyenne River Sioux Tribe Rule of Civil Procedure 12(b)(2).

C. THE COMPLAINT FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED DUE TO ERISA PREEMPTION.

ERISA “is a comprehensive statute that sets certain uniform standards and requirements for employee benefit plans.” *Wilson v. Zoellner*, 114 F.3d 713, 715 (8th Cir. 1997). ERISA’s preemption clause states, “the provisions of this title and title IV shall supersede any and all State laws insofar as they may now or hereafter relate to any employee benefit plan.” 29 U.S.C. § 1144(a); *Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41, 45 (1987). Any law that “relates to” an employee benefits plan is preempted. *Parkman v. Prudential Ins. Co. of Am.*, 439 F.3d 767, 771 (8th Cir. 2006). ERISA preemption is deliberately expansive. *Johnston v. Paul Revere Life Ins. Co.*, 241 F.3d 623, 630 (8th Cir. 2001).

“‘A law [clearly] ‘relates to’ an employee benefit plan, in the normal sense of the phrase, if it has a connection with or reference to such a plan.’” *Kuhl v. Lincoln Nat. Health Plan of Kansas City, Inc.*, 999 F.2d 298, 302 (8th Cir. 1993) (citing *Shaw v. Delta Air Lines, Inc.*, 463 U.S. 85, 96, (1983). A claim will also be held to relate to an ERISA plan when it “premises a cause of action on the existence of an ERISA plan.” *Estes v. Fed. Express Corp.*, 417 F.3d 870, 872 (8th Cir. 2005). Thus, a claim falls within the scope of ERISA and is completely preempted if “an

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individual, at some point in time, could have brought his claim under [ERISA § 1132], and where there is no other independent legal duty that is implicated by a defendant's actions." *Prudential Ins. Co. of Am. v. Nat'l Park Med. Ctr., Inc.*, 413 F.3d 897, 914 (8th Cir. 2005) (citing *Aetna Health Inc. v. Davila*, 542 U.S. 200, 200-201 (2004)). "[A]ny suit by a plan participant to enforce benefits wrongly denied that participant would be completely preempted." *Id.*; see also *Hollander*, 705 F.3d at 354 ("ERISA preemption may also be categorized as complete [].")

Even if personal and subject matter jurisdiction somehow exist, the Complaint nevertheless fails to state a cognizable claim against MetLife and TriNet because it is preempted by ERISA. Plaintiffs set forth several common law claims for relief and seek contractual and extra-contractual damages for the alleged improper payment of life insurance benefits under this ERISA-governed plan. This includes denominated claims for breach of contract, bad faith, fraud, and declaratory relief—all arising out of and relating to the administration and payment of life insurance benefits under the Plan. ERISA provides the exclusive framework for addressing disputes related to employee benefit plans and, therefore, preempt all such claims.

Courts have consistently held that claims for breach of contract, bad faith, fraud, and other causes of action are preempted when tied to benefit determinations under an ERISA plan. See *Fink v. Dakotacare*, 324 F.3d 685, 689 (8th Cir. 2003) (claims preempted by ERISA); *Howard v. Coventry Health Care of Iowa, Inc.*, 293 F.3d 442, 446 (8th Cir. 2002) (breach of contract and bad faith claims preempted); *Parkman v. Prudential Ins. Co.*, 439 F.3d 771, 771 (8th Cir. 2006) (fraud claim preempted). Because ERISA provides the exclusive remedy for all disputes over benefits, the Complaint fails to state a claim upon which relief can be granted. Accordingly, this Court must dismiss the Complaint pursuant to Cheyenne River Sioux Tribe Rule of Civil Procedure 12(b)(6).

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IV. CONCLUSION

For the foregoing reasons, this Court should dismiss this case pursuant to Cheyenne River Sioux Tribe Rules of Civil Procedure 12(b)(1), (2), and (6). MetLife and TriNet request such further relief as this Court deems appropriate.⁵

DATED this the 20th day of December, 2024.

Respectfully submitted,

GORDON REES SCULLY MANSUKHANI, LLP

/s/ Sarah Collins

Sarah Collins, SD Bar #4204

GORDON REES SCULLY MANSUKHANI, LLP

815 St. Joseph Street, Suite 4

Rapid City, South Dakota 57701

Telephone: (605) 858-5840

Email: scollins@grsm.com

Attorneys for Defendants

⁵ MetLife and TriNet do not waive jurisdiction or any other defenses by filing this Motion to Dismiss or any other pleadings before this Court. They expressly reserve their rights to seek any additional relief or to enforce their rights, including in any other court of competent jurisdiction.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this the 20th day of December, 2024, a true and correct image of the foregoing was filed with the Court Administrator via email and served upon the following via email and U.S. postal mail:

Robin L. Zephier, Esq.
ZEPHIER & LAFLEUR, PC
P.O. Box 9460
2020 West Omaha Street
Rapid City, South Dakota 57709
blueeagle47@outlook.com

/s/ Nancy Kramer
for GORDON REES SCULLY MANSUKHANI, LLP

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YOUR BENEFIT PLAN

TriNet HR XI, Inc.

**All Full-Time Employees
\$40,000 Benefit**

Basic Life Insurance

Accidental Death and Dismemberment Insurance

Certificate Date: January 1, 2019

Certificate Number 17

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TriNet HR XI, Inc.
9000 Town Center Parkway
Bradenton, FL 34202

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

TriNet HR XI, Inc.

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MetLife

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder:	TriNet HR XI, Inc.
Group Policy Number:	174595-1-G
Type of Insurance:	Term Life & Accidental Death and Dismemberment Insurance
MetLife Toll Free Number(s): For Claim Information	FOR LIFE CLAIMS: 1-800-638-6420

PLEASE AFFIX THE STICKER
SHOWING THE EMPLOYEE'S
NAME AND EFFECTIVE DATE
IN THIS SPACE.

THIS CERTIFICATE ONLY DESCRIBES TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

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IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll free telephone number for information or to make a complaint at:

1-800-638-6420

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de MetLife's para obtener información o para presentar una queja al:

1-800-638-6420

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O

RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con MetLife primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU CERTIFICADO:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

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NOTICE FOR RESIDENTS OF WASHINGTON

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)

The Life Insurance accelerated benefit does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

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NOTICE FOR RESIDENTS OF ALL STATES

LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID

DISCLOSURE: The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

DISCLOSURE: Receipt of an accelerated benefit may affect Your, Your Spouse's or Your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's and Your family's eligibility for public assistance.

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NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

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NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

**METROPOLITAN LIFE INSURANCE COMPANY
ATTN: CONSUMER RELATIONS DEPARTMENT
500 SCHOOLHOUSE ROAD
JOHNSTOWN, PA 15904**

1-800-438-6388

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013**

WEBSITE: <http://www.insurance.ca.gov/>

**1-800-927-4357 (within California)
1-213-897-8921 (outside California)**

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NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

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NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance

Consumer Affairs

700 West State Street, 3rd Floor

PO Box 83720

Boise, Idaho 83720-0043

1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

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NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

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NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company

1-800-438-6388

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

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NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

1. If Your AD&D Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your AD&D Insurance ends because:
 - You cease to be in an Eligible Class; or
 - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your AD&D Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

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NOTICE FOR RESIDENTS OF MINNESOTA

This is a life insurance policy which pays accelerated death benefits at your option under conditions specified in the policy. This policy is not a long-term care policy meeting the requirements of sections M.S.62A.46 to 62A.56 or chapter 62S.

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NOTICE FOR RESIDENTS OF MISSOURI

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

EXCLUSIONS

If You reside in Missouri the exclusion for "suicide or attempted suicide" is as follows:

"suicide or attempted suicide while sane"

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NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

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NOTICE FOR RESIDENTS OF TEXAS

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)

The laws of the state of Texas mandate that the terms "Terminally Ill" and "Terminal Illness" when used in the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU provision means that due to injury or sickness, You are expected to die within 24 months of the date You request payment of an Accelerated Benefit.

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NOTICE FOR RESIDENTS OF UTAH

**Notice of Protection Provided by
Utah Life and Health Insurance Guaranty Association**

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

EXHIBIT A

EXHIBIT 1

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1-877-310-6560 - toll-free
1-804-371-9944 - fax
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

EXHIBIT A

EXHIBIT 1

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, New York 10166
1-800-438-6388

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

~~EXHIBIT A~~

EXHIBIT 1

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SCHEDULE OF BENEFITS**EXHIBIT 1**

This schedule shows the benefits that are available under the Group Policy. You will only be insured for the benefits:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

BENEFIT**BENEFIT AMOUNTS AND HIGHLIGHTS****How We Will Pay Benefits**

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one sum" or a "single sum", We may pay the full benefit amount:

- by check;
- by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
- by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

Life Insurance For You

Basic Life Insurance is Portability Eligible Insurance

For Active Employees	\$40,000
Accelerated Benefit Option	Up to 80% of Your Basic Life amount not to exceed \$32,000

Accidental Death and Dismemberment Insurance (AD&D) For You**Full Amount for AD&D**

Accidental Death and Dismemberment Insurance for You is **NOT** Portability Eligible Insurance

For Active Employees	\$40,000
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Additional Benefits:

Seat Belt Benefit	Yes
Air Bag Use Benefit	Yes
Common Carrier Benefit	Yes

The Common Carrier Benefit is an amount equal to the Full Amount.

EXHIBIT A
EXHIBIT 1**SCHEDULE OF BENEFITS (continued)****Schedule of Covered Losses for Accidental Death and Dismemberment Insurance**

All amounts listed are stated as percentages of the Full Amount.

Covered Losses

Loss of life	100%
Loss of a hand permanently severed at or above the wrist but below the elbow	50%
Loss of a foot permanently severed at or above the ankle but below the knee.....	50%
Loss of an arm permanently severed at or above the elbow	75%
Loss of a leg permanently severed at or above the knee	75%
Loss of sight in one eye.....	50%

Loss of sight means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above	100%
Loss of the thumb and index finger of same hand	25%

Loss of thumb and index finger of same hand means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing.....	100%
Loss of speech or loss of hearing	50%

Loss of speech means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs	100%
Paralysis of both legs	50%
Paralysis of the arm and leg on either side of the body	50%
Paralysis of one arm or leg.....	25%

Paralysis means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage	100%
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Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma	1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months
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Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

~~EXHIBIT A~~
EXHIBIT 1

SCHEDULE OF BENEFITS (continued)

Portability Eligible Life Insurance

Life Insurance For You:

Portability Eligible Life Insurance For You:

Minimum Portability Eligible Life Insurance Amount	\$10,000
Maximum Portability Eligible Life Insurance Amount	The lesser of Your total Life Insurance in effect on the date You elect to Port or \$2,000,000

If Your Portability Eligible Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

EXHIBIT A

EXHIBIT 1

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

Common Carrier means a government regulated entity that is in the business of transporting fare paying passengers.

The term does not include:

- chartered or other privately arranged transportation;
- taxis; or
- limousines.

Domestic Partner means each of two people, one of whom is an employee of the Policyholder, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other;
 4. sharing a primary residence with the other; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

Full-Time means Active Work of at least 30 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

Noncontributory Insurance means insurance for which the Policyholder does not require You to pay any part of the premium.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or

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as amended by GCR09-07 dp

DEFINITIONS (continued)**EXHIBIT 1**

- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse. Wherever the term "Spouse" appears in the certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

We, Us and Our mean MetLife.

Written or Writing means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and Your mean an employee who is insured under the Group Policy for the insurance described in this certificate.

EXHIBIT A
EXHIBIT I**ELIGIBILITY PROVISIONS: INSURANCE FOR YOU****ELIGIBLE CLASS(ES)**

All Full-Time employees of the Policyholder at a worksite that elected the \$40,000 Basic Life and Accidental Death and Dismemberment Insurance amount.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

All Full-Time employees in an eligible class whose worksite elects Basic Life and Accidental Death and Dismemberment Insurance with no Waiting Period, eligible on date of hire:

You will be eligible for insurance on the later of:

1. January 1, 2019; and
2. the date You enter an eligible class.

All Full-Time employees in an eligible class whose worksite elects Basic Life and Accidental Death and Dismemberment Insurance with no Waiting Period, eligible on the first day of the calendar month following date of hire:

You will be eligible for insurance on the later of:

1. January 1, 2019; and
2. the first day of the calendar month following the date You enter an eligible class.

All Full-Time employees in an eligible class whose worksite elects Basic Life and Accidental Death and Dismemberment Insurance with a 30 day Waiting Period:

You will be eligible for insurance on the later of:

1. January 1, 2019; and
2. the first day of the calendar month following the date You complete the 30 day Waiting Period.

All Full-Time employees in an eligible class whose worksite elects Basic Life and Accidental Death and Dismemberment Insurance with a 60 day Waiting Period:

You will be eligible for insurance on the later of:

1. January 1, 2019; and
2. the first day of the calendar month following the date You complete the 60 day Waiting Period.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

Previous Employment With The Policyholder

If You were employed by the Policyholder and insured by Us under a policy of group life insurance when Your employment ended, You will not be eligible for life insurance under this Group Policy if You are re-hired by the Policyholder within 2 years after such employment ended, unless You surrender:

- any individual policy of life insurance to which You converted when Your employment ended; and

EXHIBIT A
EXHIBIT 1

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- any certificate of insurance continued as ported insurance when such employment ended.

The cash value, if any, of such surrendered insurance will be paid to You.

ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing an enrollment form.

DATE YOUR INSURANCE TAKES EFFECT

Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the Noncontributory Insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the last day of the calendar month in which You cease to be in an eligible class; or
4. the end of the period for which the last premium has been paid for You; or
5. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
6. the last day of the calendar month in which You retire in accordance with the Policyholder's retirement plan.

Please refer to the section entitled ELIGIBILITY FOR EXTENSION OF INSURANCE WHILE YOU ARE TOTALLY DISABLED for information concerning extension of Your Life Insurance if insurance ends while You are Totally Disabled. Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

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EXHIBIT 1

SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE AND AD&D INSURANCE

The following rules will apply if the Life and AD&D Insurance under this Group Policy replaces other group Life and AD&D insurance provided to You by the Policyholder.

Prior Plan means the group life and AD&D insurance underwritten by another insurer and provided to You by the Policyholder on the day before the Replacement Date.

Replacement Date means the effective date of the Life and AD&D Insurance under this Group Policy.

Rules if You were Covered Under the Prior Plan on the Day Before the Replacement Date:

1. **Actively at Work on the Replacement Date** - If You were covered under the Prior Plan on the day before the Replacement Date and You are Actively at Work in an eligible class on the Replacement Date, You will be insured under this Group Policy for an amount of Life and AD&D Insurance referred to as Active Employee Coverage. The amount of the Active Employee Coverage on the Replacement Date will be the amount of Life Insurance described in the SCHEDULE OF BENEFITS.
2. **Not Actively at Work on the Replacement Date** - If You were covered under the Prior Plan on the day before the Replacement Date and You are not Actively at Work on the Replacement Date, but You would otherwise be a member of an eligible class if You were Actively at Work on the Replacement Date, You will be insured under this Group Policy for an amount of Life and AD&D Insurance referred to as Transition Coverage. The amount of the Transition Coverage on the Replacement Date will be the lesser of:
 - the amount of group life and AD&D insurance in effect under the Prior Plan, and
 - the amount of Life and AD&D Insurance available under this Group Policy for the eligible class to which You belong.

While Transition Coverage is in effect, the amount of coverage will continue to be determined in accordance with the provisions of the plan used to determine the amount of Transition Coverage on the Replacement Date.

If You are not Actively at Work on the Replacement Date due to a disability, Transition Coverage will remain in effect on and after the Replacement Date until the earliest of:

- the date You return to Active Work as a member of an eligible class, at which time Active Employee Coverage will supersede the Transition Coverage;
- the date Life and AD&D Insurance would otherwise end in accordance with the terms and conditions of this certificate;
- the date on which Your life and AD&D insurance under the Prior Plan would have ended for any reason other than the Prior Plan ending;
- the date You are approved for extension of life and AD&D insurance without premium payment under the terms of Prior Plan; and
- if the Prior Plan provided for extension of life and AD&D insurance without premium payment during a period of disability, the last day of the 12-month period following the Replacement Date.

In any other case where You are not Actively at Work on the Replacement Date, Transition Coverage will remain in effect on and after the Replacement Date until the earliest of:

- the date You return to Active Work as a member of an eligible class, at which time Active Employee Coverage will supersede the Transition Coverage; and
- the date Life and AD&D Insurance would otherwise end in accordance with the terms and conditions of this certificate.

SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE AND AD&D INSURANCE (continued)

Rules if You were NOT Covered Under the Prior Plan on the Day Before the Replacement Date:

1. You will be eligible for the Life and AD&D Insurance under this Group Policy when You meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and
2. We will credit any time accumulated toward any eligibility waiting period under the Prior Plan to the satisfaction of any eligibility Waiting Period required to be met under this Life and AD&D Insurance.

EXHIBIT A
EXHIBIT 1**CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT****FOR FAMILY AND MEDICAL LEAVE**

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

AT YOUR OPTION: PORTABILITY**For Life Insurance**

If Your Portability Eligible Insurance ends for any of the reasons stated below, You have the option to continue that insurance under another group policy in accordance with the conditions and requirements of this section. This is referred to as Porting. Evidence of Your insurability will not be required.

For purposes of this subsection the term "Portability Eligible Insurance" refers to Your Life Insurance benefits for which the Portability Eligible Insurance is shown as available in the SCHEDULE OF BENEFITS.

When Porting is an Option

Porting may only be exercised by a request in Writing during the Request Period specified below.

If You choose not to Port, Life Insurance benefits may be converted in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

1. You may choose to Port if Portability Eligible Insurance ends because:
 - You become retired from active service with the Employer; or
 - Your employment ends, due to a reason other than retirement; or
 - You cease to be in a class that is eligible for such insurance; or
 - the Policy is amended to end the Portability Eligible Insurance, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor; or
 - this Policy has ended, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor.
2. You may choose to Port the reduced amount of insurance if Your Portability Eligible Insurance is reduced due to:
 - an amendment to the Plan which affects the amount of insurance for Your class.

If a request is made under this subsection, We will issue a new certificate of insurance which will explain the new insurance benefits. The insurance benefits under the new certificate may not be the same as those that ended under this Policy.

A request under this subsection may be made, if on the date the Portability Eligible Insurance ended, the following requirements are met:

- the Group Policy is in effect;
- with respect to any amount of Portability Eligible Life Insurance that is to be Ported, no application has been made to convert that amount of insurance to an individual policy of life insurance as provided in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU; and
- the person making the request resides in a jurisdiction that permits this Portability feature.

EXHIBIT A
EXHIBIT 1**CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)****Request Period**

If written notice of the option to Port is given within 15 days before or after the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 31 days after the date.

If written notice of the option to Port is given more than 15 days after but within 91 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 45 days after the date of the notice.

If written notice of the option to Port is not given within 91 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires at the end of such 91 day period.

Amount of the New Certificate

The amount of Ported Insurance for You that may be continued is shown in the SCHEDULE OF BENEFITS. However, at the time of Porting You may change the amount of Portability Eligible Insurance in the following circumstances:

Your Increase in Amount**For Portability Eligible Life Insurance**

At the time of Porting, You may increase the amount of Your Portability Eligible Life Insurance. This may be done in increments of \$25,000, up to a maximum ported amount of \$2,000,000. To be eligible for this increased amount, You must provide evidence of Your insurability satisfactory to us, at Your expense. If We approve the increase, it will take effect on the date We state in Writing.

Your Decrease in Amount

If We receive a request to decrease an amount of insurance, any such decrease will take place on the date We state in Writing.

Premiums for the New Certificate

All premium payments must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions.

You are not required to provide evidence of insurability to Port Your existing amount of Portability Eligible Life Insurance. However, to qualify for a lower premium rate, You may give us, at Your expense, evidence of Your insurability satisfactory to Us. If We determine that the evidence satisfies Us, We will notify You that the lower premium rates will apply to You.

Right to Convert Life Insurance Amounts Not Ported

Any amount of Life Insurance not Ported under this subsection may be converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

EXHIBIT A
EXHIBIT 1**CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)****If You Die Within 31 Days of the Date Portability Eligible Life Insurance Ends**

If You die within 31 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

AT YOUR OPTION: WHEN YOU CEASE ACTIVE WORK DUE TO TOTAL DISABILITY

If You cease Active Work because You are Totally Disabled, You may continue Life Insurance for You for up to 6 months by continuing to pay any premiums you were required to pay for such insurance. This continuation of Life Insurance will end if you cease to be Totally Disabled or the Group Policy ends.

Total Disability or Totally Disabled means, for purposes of this section, that due to an injury or sickness:

- You are unable to perform the material duties of Your regular job; and
- You are unable to perform any other job for which You are fit by education, training or experience.

Proof Requirements

You should contact Us as soon as reasonably possible to advise Us that You were disabled on the date You ceased Active Work. You must send Us Proof that You were Totally Disabled. As part of such Proof, We may choose a Physician to examine You to verify that You are eligible to continue Life Insurance with premium payment. If We do so, We will pay for such exam.

AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who cease Active Work in an eligible class for any of the reasons specified below;

1. for the period You cease Active Work in an eligible class due to injury or sickness, up to 12 months;
2. for the period You cease Active Work in an eligible class due to lay off up to the end of the month You cease Active Work;
3. for the period You cease Active Work in an eligible class due to any other Policyholder approved leave of absence up to the end of the month You cease Active Work.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

EXHIBIT A

LIFE INSURANCE: FOR YOU

EXHIBIT 1

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

EXHIBIT A
EXHIBIT I**LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU**

For purposes of this section, the term "ABO Eligible Life Insurance" refers to each of Your Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the SCHEDULE OF BENEFITS.

If You become Terminally Ill, You or Your legal representative have the option to request Us to pay ABO Eligible Life Insurance before Your death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect.

Terminally Ill or Terminal Illness means that due to injury or sickness, You are expected to die within 12 months.

Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$20,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally Ill.

We will only pay an accelerated benefit for each ABO Eligible Life Insurance benefit once.

Proof of Your Terminal Illness

We will require the following Proof of Your Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that You are Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Policyholder to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for each ABO Eligible Life Insurance benefit in effect for You, subject to the following:

Maximum Accelerated Benefit Amount. The maximum amount We will pay for each ABO Eligible Life Insurance benefit is shown in the SCHEDULE OF BENEFITS.

Scheduled Reduction of an ABO Eligible Life Insurance Benefit. If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 12 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

Previous Conversion of an ABO Eligible Life Insurance Benefit. We will not pay an accelerated benefit for any amount of ABO Eligible Life Insurance which You previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

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EXHIBIT A
EXHIBIT I

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU (continued)

Effect of Payment of an Accelerated Benefit

On Contribution for Your Life Insurance. After We pay the accelerated benefit, any future contributions for Life Insurance You are required to pay will be waived.

On Your Life Insurance at Your death. The amount of Life Insurance that We will pay at Your death will be decreased by the amount of the accelerated benefit paid by Us.

On Your Life Insurance at conversion. The amount to which You are entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU will be decreased by the amount of the accelerated benefit paid by Us.

On Your Accidental Death and Dismemberment Insurance. Payment of an accelerated benefit will not affect Your Accidental Death and Dismemberment Insurance.

Date Your Option to Accelerate Benefits Ends

The accelerated benefit option will end on the earliest of:

- the date the ABO Eligible Life Insurance ends;
- the date You or Your legal representative assign all ABO Eligible Life Insurance; or
- the date You or Your legal representative have accelerated all ABO Eligible Life Insurance benefits.

LIFE INSURANCE: CONVERSION OPTION FOR YOU

If Your life insurance ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

When You Will Have the Option to Convert

You will have the option to convert when:

A. Your life insurance ends because:

- You cease to be in an eligible class;
- Your employment ends;
- this Group Policy ends, provided You have been insured for life insurance for at least 5 continuous years; or
- this Group Policy is amended to end all life insurance for an eligible class of which You are a member, provided You have been insured for at least 5 continuous years; or

B. Your life insurance is reduced:

- because You change from one eligible class to another; or
- due to an amendment of this Group Policy.

If You opt not to convert a reduction in the amount of Your life insurance as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of Your life insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

Application Period

If You opt to convert Your Life Insurance for any of the reasons stated above, We must receive a completed conversion application form from You within 31 days after the date Your Life Insurance ends or is reduced.

Option Conditions

The option to convert is subject to the following:

A. Our receipt within the Application Period of:

- Your Written application for the new policy; and
- the premium due for such new policy;

B. the premium rates for the new policy will be based on:

- Our rates then in use;
- the form and amount of insurance for which you apply;
- Your class of risk; and
- Your age;

C. the new policy may be on any form then customarily offered by Us excluding term insurance;

D. the new policy will be issued without an accidental death and dismemberment benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and

E. the new policy will take effect on the 32nd day after the date Your life insurance ends or is reduced; this will be the case regardless of the duration of the Application Period.

EXHIBIT A
EXHIBIT 1**LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)****Maximum Amount of the New Policy**

If Your Life Insurance ends due to the end of this Group Policy or the amendment of this Group Policy to end all life insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under this Group Policy; or
- \$10,000.

If Your life insurance ends or is reduced due to the Policyholder's organizational restructuring, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any other group policy within 31 days after the date insurance ends under this Group Policy.

If Your life insurance ends or is reduced for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance which ends under this Group Policy.

ADDITIONAL PROVISIONS IF YOU DIE OR BECOME DISABLED UNDER CERTAIN CONDITIONS**If You Die Within 31 Days After Your Life Insurance Ends Or Is Reduced**

If You die within 31 days after Your life insurance ends or is reduced by an amount You are entitled to convert, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary. The amount We will pay is the amount You were entitled to convert.

The amount You were entitled to convert will not be paid as insurance under both a new individual conversion policy and the Group Policy.

If You Become Eligible To Have Insurance Continued Due To Your Total Disability

If You obtain a new individual conversion policy because Your life insurance ends or is reduced and You later become eligible to have insurance continued under the section entitled ELIGIBILITY FOR EXTENSION OF INSURANCE WHILE YOU ARE TOTALLY DISABLED, We will only continue Your life insurance under such section if the conversion policy is returned to Us.

If the conversion policy is returned to Us, We will refund the premium paid for such policy without interest, less any debt incurred under such policy.

We will not pay a benefit for insurance under both the Group Policy and the new individual conversion policy.

EXHIBIT A
EXHIBIT I

ELIGIBILITY FOR EXTENSION OF BASIC LIFE INSURANCE WHILE YOU ARE TOTALLY DISABLED

If You become Totally Disabled while You are insured for Basic Life Insurance under this policy, You may qualify to extend certain insurance under this section. If extended, premium payment will not be required. We will determine if You qualify for this extension after We receive Proof that You have satisfied the conditions of this section.

Total Disability must start before You attain age 60 and while You are insured for Extension Eligible Insurance.

DEFINITIONS

For the purpose of this section, “**Extension Eligible Insurance**” means

- Basic Life Insurance;

to the extent that such insurance was in effect for You on the date Your Total Disability began.

Extension Eligible Insurance does not include:

- Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOU.

Extension Period

The Extension Period is 12 months.

Total Disability or **Totally Disabled** means, for purpose of this section, that due to an injury or sickness:

- You are unable to perform the material duties of Your regular job; and
- You are unable to perform any other job for which You are fit by education, training or experience.

TOTAL DISABILITY AND PROOF REQUIREMENTS

If, during the Extension Period, You die or sustain a loss for which You believe benefits may be payable under the extended insurance, Proof of the death or loss must be sent to Us. In addition to the Proof which is otherwise required for the insurance, the Proof must show that Your Total Disability continued with no interruption from the date Your Total Disability began until the date of the death or the date of loss.

When we receive such Proof with the claim, We will review the claim and if We approve it, will pay any benefit payable under the insurance continued under this section.

EFFECT OF PREVIOUS CONVERSION

If You converted any portion of Your Extension Eligible Life Insurance to an individual policy, We will only pay the life insurance under this section if the individual policy is returned to Us. If it is returned to Us, We will refund to Your estate the premiums paid for such policy without interest, less any debt incurred under such policy.

If You do not return such individual policy to Us, We will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.

**ELIGIBILITY FOR EXTENSION OF BASIC LIFE INSURANCE WHILE YOU ARE
TOTALLY DISABLED (Continued)**

EFFECT OF PREVIOUS ELECTION TO PORT COVERAGE

If You ported any portion of Your Extension Eligible Insurance to a certificate under another policy, We will only pay insurance under this section if the other policy's certificate is surrendered to Us. If it is returned to Us, We will refund to Your estate the premiums paid under such policy without interest.

If You do not return that certificate to Us, We will pay any insurance which applies under the other policy's certificate.

We will not pay insurance under both this Group Policy and the other policy.

DATE EXTENSION ENDS

The Extension Eligible Insurance extended under this section may be extended in a reduced amount on account of the payment of accelerated benefits and will end at the earliest of:

1. the date Your Extension Period ends;
2. the date Your Total Disability ends; or
3. the date You reach age 61.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If You sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim and, if We approve it, will pay the insurance in effect on the date of the injury.

Direct and Sole Cause means that the Covered Loss occurs within 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

We will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

PRESUMPTION OF DEATH

You will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which You were traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 1 year of:
 - the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
 - the date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.

EXCLUSIONS (See notice page for residents of Missouri)

We will not pay benefits under this section for any loss caused or contributed to by:

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound or from food poisoning;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury;
5. service in the armed forces of any country or international authority, except the United States National Guard;
6. any incident related to:
 - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger;
 - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
 - parachuting or otherwise exiting from an aircraft while such aircraft is in flight, except for self-preservation;
 - travel in an aircraft or device used:
 - for testing or experimental purposes;
 - by or for any military authority; or
 - for travel or designed for travel beyond the earth's atmosphere;
7. committing or attempting to commit a felony;
8. the voluntary intake or use by any means of:
 - any drug, medication or sedative, unless it is:
 - taken or used as prescribed by a Physician; or
 - an "over the counter" drug, medication or sedative taken as directed;
 - alcohol in combination with any drug, medication, or sedative; or

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

- poison, gas, or fumes; or
9. war, whether declared or undeclared; or act of war, insurrection, rebellion or active participation in a riot.

Exclusion for Intoxication

We will not pay benefits under this section for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

Intoxicated means that the injured person's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For any other loss sustained by You We will pay benefits to You.

If You sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits in one sum. Other modes of payment may be available upon request. For details call Our toll free number shown on the Certificate Face Page.

APPLICABILITY OF PROVISIONS

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this certificate except as may otherwise be provided in such Additional Benefit sections.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: SEAT BELT USE

If You die as a result of an accidental injury, We will pay this additional Seat Belt Use benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
 - was in an accident while driving or riding as a passenger in a Passenger Car;
 - was wearing a Seat Belt which was properly fastened at the time of the accident; and
 - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened. A copy of such certification must be submitted to Us with the claim for benefits.

Passenger Car means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

Seat Belt means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

BENEFIT AMOUNT

The Seat Belt Use benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$25,000.

If it is unclear whether the Seat Belt was properly fastened, the Seat Belt Use benefit is \$1,000.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

EXHIBIT A
EXHIBIT I**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)****ADDITIONAL BENEFIT: AIR BAG USE**

If You die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
 - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
 - was riding in a seat protected by an Air Bag;
 - was wearing a Seat Belt which was properly fastened at the time of the accident; and
 - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened and that the Passenger Car in which the deceased was traveling was equipped with Air Bags. A copy of such certification must be submitted to Us with the claim for benefits.

Passenger Car means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

Seat Belt means any restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

Air Bag means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

BENEFIT AMOUNT

The Air Bag Use Benefit is an additional benefit equal to 5% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$10,000.

If it is unclear whether the Seat Belt was properly fastened or that the seat in which the deceased was traveling was protected by Air Bags, the Air Bag Use benefit is \$1,000.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

EXHIBIT A
EXHIBIT I

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: COMMON CARRIER

If You die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

BENEFIT AMOUNT

The Common Carrier Benefit is shown in the SCHEDULE OF BENEFITS.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

EXHIBIT A

FILING A CLAIM

EXHIBIT 1

CLAIMS FOR LIFE INSURANCE BENEFITS

When there has been the death of an insured person, notify the Policyholder. This notice should be given to the Policyholder as soon as is reasonably possible after the death. The claim form will be sent to the beneficiary or beneficiaries of record.

The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to Us as instructed on the claim form.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

EXHIBIT A

FILING A CLAIM

EXHIBIT 1

CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

When there has been a Covered Loss, notify the Policyholder. This notice should be given to the Policyholder as soon as is reasonably possible but in any case within 20 days of the Covered Loss. The claim form will be sent to You or the beneficiary or beneficiaries of record.

The claim form should be completed and sent along with Proof of the Covered Loss to Us as instructed on the claim form. If You or the beneficiary have not received a claim form within 15 days of giving notice of the claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

The claimant must give us Proof no later than 90 days after the date of the Covered Loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice or Proof are given as soon as is reasonably possible.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 5 years after the date such Proof is required.

GENERAL PROVISIONS**Assignment**

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift. You may also assign Your Accidental Death and Dismemberment Insurance rights and benefits under the Group Policy as a gift. We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Policyholder acknowledges that Your Life Insurance and Accidental Death and Dismemberment Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment.

You may have made an irrevocable assignment under a group policy that the Group Policy replaces. In this case, We will recognize the assignee(s) under such assignment as owners of Your right, title and interest under the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You, the assignee(s) and the Policyholder; and
3. the Written form is delivered to Us for recording.

Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Policyholder using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Policyholder within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse or Domestic Partner;
- Your child(ren);
- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

EXHIBIT A
EXHIBIT 1**GENERAL PROVISIONS (continued)**

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

For Life Insurance

We will not use Your statements which relate to insurability to contest life insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

For Accidental Death and Dismemberment Insurance

We will not use Your statements which relate to insurability to contest Accidental Death and Dismemberment Insurance after it has been in force for 2 years during Your life, unless the statement is fraudulent. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life, unless the statement is fraudulent.

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

Physical Exams

If a claim is submitted for insurance benefits other than life insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy. We will pay the cost of such autopsy.

~~EXHIBIT A~~

EXHIBIT 1

**THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.**

~~EXHIBIT A~~**EXHIBIT 1**

THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE TRINET HR XI, INC. TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN AND IS LEGALLY ENFORCEABLE AS PART OF THE PLAN WITH RESPECT TO ITS TERMS AND CONDITIONS. IN THE EVENT THERE IS NO OTHER PLAN DOCUMENT, THIS DOCUMENT SHALL SERVE AS A SUMMARY PLAN DESCRIPTION AND SHALL ALSO CONSTITUTE THE PLAN.

ERISA INFORMATION**NAME AND ADDRESS OF EMPLOYER AND PLAN ADMINISTRATOR**

TriNet HR XI, Inc.
9000 Town Center Parkway
Bradenton, FL 34202

EMPLOYER IDENTIFICATION NUMBER: 30-0889828

PLAN NUMBER	COVERAGE	PLAN NAME
501	All Coverages	TriNet HR XI, Inc. Employee Benefit Plan

TYPE OF ADMINISTRATION

The above listed benefits are insured by Metropolitan Life Insurance Company ("MetLife").

AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under the Plan, service of legal process may be made upon the Plan Administrator at the above address. For disputes arising under those portions of the Plan insured by MetLife, service of legal process may be made upon MetLife at one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

ELIGIBILITY FOR INSURANCE; DESCRIPTION OR SUMMARY OF BENEFITS

Your MetLife certificate describes the eligibility requirements for insurance provided by MetLife under the Plan. It also includes a detailed description of the insurance provided by MetLife under the Plan.

PLAN TERMINATION OR CHANGES

The group policy sets forth those situations in which the Employer and/or MetLife have the rights to end the policy.

The Employer reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the insurance described herein for the duration of your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event Your insurance ends in accordance with the DATE YOUR INSURANCE ENDS subsection of Your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in Your MetLife certificate.

EXHIBIT A

EXHIBIT 1

PLAN YEAR

The Plan's fiscal records are kept on a Plan year basis beginning each January 1st and ending on the following December 31st.

QUALIFIED DOMESTIC RELATIONS ORDERS/QUALIFIED MEDICAL CHILD SUPPORT ORDERS

You and your beneficiaries can obtain, without charge, from the Plan Administrator a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and Qualified Medical Child Support Orders (QMCSO).

CLAIMS INFORMATION

Procedures for Presenting Claims for Life and Accidental Death and Dismemberment Benefits

All claim forms needed to file for benefits under the group insurance program can be obtained from the Employer who will also be ready to answer questions about the insurance benefits and to assist the claimant in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

Claim Submission

In submitting claims for life and accidental death and dismemberment benefits ("Benefits"), the claimant must complete the appropriate claim form and submit the required Proof as described in the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After MetLife receives a claim for Benefits, MetLife will review the claim and notify the claimant of its decision to approve or deny the claim.

Such notification will be provided to the claimant within a reasonable period, not to exceed 90 days from the date we received the claim, unless MetLife notifies the claimant within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

If MetLife denies the claim in whole or in part, the notification of the claims decision will state the reason why the claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of the claimant's right to bring a civil action if the claim is denied after an appeal.

Appealing the Initial Determination

In the event a claim has been denied in whole or in part, the claimant can request a review of the claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after the claimant received notice of denial of the claim. When requesting a review, the claimant should state the reason the claimant believes the claim was improperly denied and submit in writing any written comments, documents, records or other information the claimant deems appropriate. Upon the claimant's written request, MetLife will provide the claimant free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and the claimant will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60

EXHIBIT A**EXHIBIT 1**

days from the date we received the request for review, unless MetLife notifies the claimant within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send the claimant a final written decision that states the reason(s) why the appealed claim is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of the claimant's right to bring a civil action if the claim is denied after an appeal. Upon written request, MetLife will provide the claimant free of charge with copies of documents, records and other information relevant to the claim.

**Claims Involving Disability Determinations
in connection with Life Insurance****Routine Questions**

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

Claim Submission

For any claim which requires a determination of disability in connection with life insurance, the claimant must complete the appropriate claim form and submit the required proof as described in the certificate. For example, if your Plan provides that you are not required to continue paying for your life insurance coverage after you are found to be disabled, or if your plan provides that a portion of your life insurance benefits are payable to you after you are found to be disabled, your request for such determination is treated as a claim involving a disability determination.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After MetLife receives your claim involving a disability determination, your claim will be reviewed and you will be notified of the decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 45 days from the date we received your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case MetLife may have up to two (2) additional extensions of 30 days each to provide you such notification. If MetLife needs an extension, it will notify you prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify you as to its claim decision. You will have 45 days to provide the requested information from the date you receive the extension notice requesting further information from MetLife.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criterion was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

EXHIBIT A

EXHIBIT 1

Appealing the Initial Determination

If MetLife denies your claim, you may appeal the decision. Upon your written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After MetLife receives your written request appealing the initial determination, MetLife will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after MetLife's receipt of your written request for review, except that under special circumstances MetLife may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, MetLife will notify you prior to the expiration of the initial 45-day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from MetLife's notice to you of the need for an extension to when MetLife receives the requested information does not count toward the time MetLife is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from MetLife.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. If an internal rule, protocol, guideline or other criteria was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

Discretionary Authority of Plan Administrator and Other Plan Fiduciaries

In carrying out their respective responsibilities under the Plan, the Plan Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

EXHIBIT A

EXHIBIT 1

STATEMENT OF ERISA RIGHTS

The following statement is required by federal law and regulation.

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of

~~EXHIBIT A~~

EXHIBIT 1

Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

FUTURE OF THE PLAN

It is hoped that This Plan will be continued indefinitely, but TriNet HR XI, Inc. reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

The Board of Directors of TriNet HR XI, Inc. shall be empowered to amend or terminate the Plan or any benefit under the Plan at any time.

STATE OF SOUTH DAKOTA

DEPARTMENT OF HEALTH

EXHIBIT B

CERTIFICATE OF DEATH

FACT OF DEATH NUMBER

8069

STATE FILE NUMBER

140-2022-007963

DECEDENT'S INFORMATION:

NAME: LOYE MICHELLE BRAUN

DATE FILED: 11/30/2022

ALIAS:

SEX: FEMALE

SOCIAL SECURITY NUMBER: [REDACTED]

ARMED FORCES: NO

DATE OF DEATH: 11/14/2022

DATE OF BIRTH: [REDACTED]

AGE: 53 YEARS

PLACE OF DEATH INFORMATION:

TYPE: DECEDENT'S HOME

FACILITY NAME OR ADDRESS: 516 5TH STREET EAGLE BUTTE DEWEY SOUTH DAKOTA

DISPOSITION INFORMATION:

METHOD: BURIAL

CEMETERY: UCC CEMETERY

LOCATION: LAPIAN SOUTH DAKOTA

CREMATORY:

LOCATION:

DEMOGRAPHIC INFORMATION:

RESIDENCE: 516 5TH STREET EAGLE BUTTE DEWEY SOUTH DAKOTA 57625

PLACE OF BIRTH: NEBRASKA UNITED STATES OF AMERICA

MARITAL STATUS: MARRIED BUT SEPARATED

SURVIVING SPOUSE'S NAME, IF WIFE MAIDEN NAME: FLOYD DURIN

FATHER'S NAME: ELLSWORTH LEBEAU

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: SANDY FRAZIER

INFORMANT INFORMATION:

INFORMANT'S NAME: DURIN MUND AHL

RELATIONSHIP: SON

MAILING ADDRESS: BOX 982 EAGLE BUTTE, SOUTH DAKOTA 57625

FUNERAL HOME: ROOKS FUNERAL HOME PO BOX 272 EAGLE BUTTE SOUTH DAKOTA 57625

FUNERAL SERVICE LICENSEE: ROOKS CHARLES

LICENSE NO: 124

CAUSE OF DEATH PART I:

MEDICAL CERTIFICATE

CARDIAC ARREST

COVID 19 INFECTION

HYPERTENSIVE HEART DISEASE

INTERVAL:

01 MINUTES

02 WEEKS

03 YEARS

PART II: DIABETES MELLITUS

CORONER CONTACTED: YES

AUTOPSY PERFORMED: YES

AUTOPSY AVAILABLE: Y

ACTUAL OR PRESUMED TIME OF DEATH: 0000 - 1600

MANNER OF DEATH: NATURAL CAUSES

INJURY INFORMATION:

DATE OF INJURY:

TIME OF INJURY:

INJURY AT WORK:

TYPE OF WORK:

PLACE OF INJURY:

LOCATION OF INJURY:

HOW THE INJURY OCCURRED:

CERTIFIER: ARPAN ASHLEY S

SD LIC NO:

CERTIFIER'S ADDRESS: PO BOX 31 TIMBER LAKE SOUTH DAKOTA 57656

This is a true certification of the official Vital Record filed in the Department of Health as provided in Chapter 34-25 of the SOUTH DAKOTA CODIFIED LAWS.

ISSUED BY ZIEBACH COUNTY REGISTER OF DEEDS

SHAWNA FLAX, STATE REGISTRAR

REGISTER OF DEEDS

DATE ISSUED: DECEMBER 02, 2022

SD2314916

EXHIBIT C
EXHIBIT 1

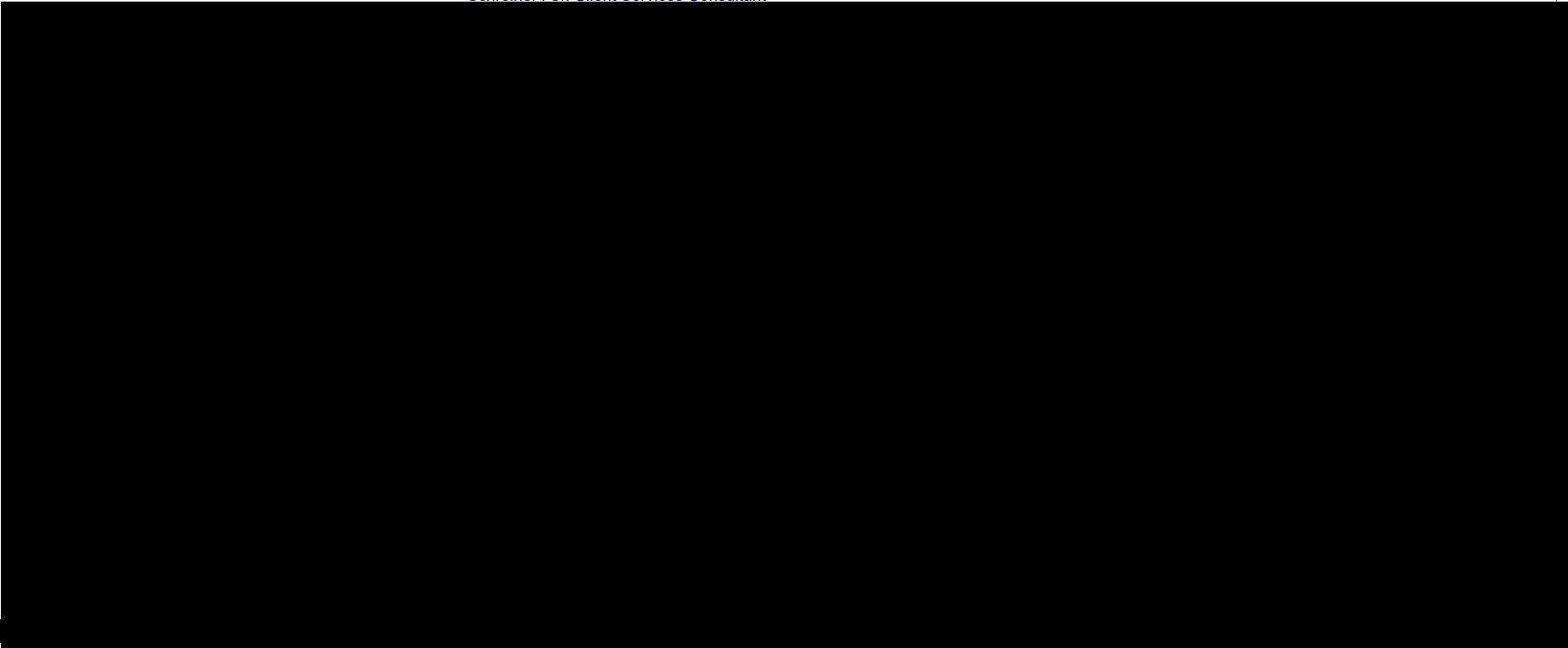
Insured Name: JOYE M BRAUN	Claim Number: 22212004525
Insured SSN: [REDACTED]	Customer Name: TRINET HR XI, INC.
Employee ID:	Dependent Name:
M&A Number:	Team Code: G
Special Handling Required?: [REDACTED]	Concierge?: No

Claim Number: 22212004525	Activity Date: [REDACTED]	Sequence Number: 2
---------------------------	---------------------------	--------------------

Claim Alert [REDACTED]

Complex Claim ☐ Yes ☒ No [Refresh](#)

Activity Date	Activity	Created By	Call-Up Date	Call-Up Action	Claim_Contact_History_Comments_Review	Prt	Contact Name	Relationship	Contact Phone	Call Type	Assoc To Claim	Seq Nbr	Date Closed	Closed By
<input type="checkbox"/> 01/25/2023	Email Received	Marriott, Gregory		No Action	From: Schreiner, Nancy To: Fleming, Kay Dee; Marriott, Gregory Subject: RE: [EXT] RE: URGENT - MetLife Life Insurance Claim 22212004525 - Joyce Braun Date: Monday, January 23, 2023 8:48:59 AM --- The groups states there were no beneficiaries on file prior to 1/1/23. They will be able to provide screen shots showing no designation. Nancy Schreiner Sr. Client Services Consultant							01		



Claim Payment Overview List

EXHIBIT D
EXHIBIT 1

END OF PAYMENTS LIST

Insured Name: JOYE M BRAUN

Insured SSN: [REDACTED]

Employee ID:

M&A Number:

Claim Number: 22212004525

Customer Name: TRINET HR XI, INC.

Dependent Name:

Team Code: G

Special Handling
Required?: YES

Concierge?: No

Claim Status: CLOSED

Feed From: Metlink

Coverage	Benefit Amount	Status	Amount Paid	Interest Amount	Paid Date	Balance	Coverage#
Basic Life - 9011	\$40,000.00	A	\$40,000.00	\$191.74	04/25/2023	\$0.00	01

Payee Name	Payment Amount	Status	Benefit Amount	Interest Amount	Payment Method	Paid Date	Approver Name	Payment Mailed To
<input type="checkbox"/> FLOYD J BRAUN	\$40,191.74	P	\$40,000.00	\$191.74	Check	04/25/2023	Jolene Ostrander	BEN

U.S. Group Life Claims

EXHIBIT 1

**Claimant's affidavit**

Use this form to help us determine the payee(s) of claim proceeds under the terms of the life insurance plan.

Metropolitan Life Insurance Company

Things to know before you begin

- The person completing this form is the "Affiant."
- If you are a surviving child, parent or sibling of the Insured, include yourself in the appropriate section below.
- After our review of this form, we will send a claim form to the appropriate party/parties.
- We may require additional documentation after the review of the claim is complete.
- If MetLife determines you are a payable party for the benefits, we will use this form to process your claim.
- Please complete this form to the best of your ability, and have your signature witnessed by a notary public.

SECTION 1: About Affiant *(The person completing this form)*Tell us in what capacity you're making a claim *(check one)*:☒ Individual beneficiary or ☐ Representative of an estate

First name <u>Darin</u>	Middle name <u>Sebell</u>	Last name <u>Mundahl</u>
Address <u>922 Jefferson St.</u>		City <u>Engle Butte</u>
State <u>SD</u>		ZIP <u>57625</u>
Phone number <u>605 230 9429</u>	Relationship to the Deceased <u>son</u>	Social Security number [REDACTED]
Date of birth (mm/dd/yyyy) [REDACTED]		

SECTION 2: About the Deceased

First name <u>Joye</u>	Middle name <u>Michelle</u>	Last name <u>Braun</u>
Social Security number [REDACTED]	Claim number (if known) <u>22212004525</u>	Employer/Association name <u>Indigenous Environmental Network</u>

About the Deceased's spouse(s)How many times was the Deceased married? 2**Previous Spouse/Domestic Partner/Civil Union Partner**

1. First name <u>Floyd Braun</u>	Middle name	Last name <u>Braun</u>
Current spouse <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	How was marriage terminated <input type="checkbox"/> Death <input type="checkbox"/> Divorce/Annulment	Date of termination (mm/dd/yyyy)
2. First name <u>Thomas</u>	Middle name	Last name <u>Mundahl</u>

EXHIBIT E
EXHIBIT 1

Address		City	State	ZIP
Date of birth (mm/dd/yyyy)	Phone number	Year of death (if applicable)	Social Security (if available)	

Note: If additional space is needed, please use an additional plain sheet of paper

About the Deceased's estate

- Has a court issued, or is it expected to issue, a document appointing an executor or administrator of the decedent's estate?
☒ Yes ☐ No
- If no, I certify that there has not been nor is there expected to be any executor or administrator or other representative appointed for the insured's estate.



If there is a surviving spouse or surviving children, you do not need to complete the next two questions in this section. Please continue to Sections 3 and 4.

About the Deceased's parents, living or deceased

Was the Deceased survived by parents? ☐ Yes ☐ No

If yes, how many? _____

List their names and other information below.

Parent

1. First name	Middle name	Last name		
Address		City	State	ZIP
Date of birth (mm/dd/yyyy)	Phone number	Year of death (if applicable)		
2. First name	Middle name	Last name		
Address		City	State	ZIP
Date of birth (mm/dd/yyyy)	Phone number	Year of death (if applicable)		



If there are surviving parents, you do not need to fill out *About the Deceased's siblings, living or deceased* of this section. Please continue to Sections 3 and 4.

About the Deceased's siblings, living or deceased

Was the Deceased survived by siblings? ☐ Yes ☐ No

If yes, how many? _____

EXHIBIT E

EXHIBIT 1

Current spouse ☐ Yes ☒ No How was marriage terminated ☐ Death ☐ Divorce/Annulment Date of termination (mm/dd/yyyy) 1980 or 1990

3. First name Middle name Last name

Current spouse ☐ Yes ☐ No How was marriage terminated ☐ Death ☐ Divorce/Annulment Date of termination (mm/dd/yyyy)

About the Deceased's widow or widower

First name Middle name Last name

Address City State ZIP

Phone number

About the Deceased's natural and legally adopted children, living or deceased

Did the Deceased have any natural or legally adopted children? ☒ Yes ☐ No

If yes, how many? 2

List their names and other information below.

Child

1. First name Middle name Last name

Darin Sebell Mundahl

Address City State ZIP

922 Jefferson St. Eagle Butte SD 57625

Date of birth (mm/dd/yyyy) Phone number Year of death (if applicable) Social Security (if available)

[REDACTED] 605 230 9429 [REDACTED]

2. First name Middle name Last name

Margan Rose Brings Plenty

Address City State ZIP

922 Jefferson St. Eagle Butte SD 57625

Date of birth (mm/dd/yyyy) Phone number Year of death (if applicable) Social Security (if available)

[REDACTED] 605 850 8074 [REDACTED]

3. First name Middle name Last name

Address City State ZIP

Date of birth (mm/dd/yyyy) Phone number Year of death (if applicable) Social Security (if available)

4. First name Middle name Last name

EXHIBIT 1

Sign Here	Affiant Signature <u>[Signature]</u>	Date (mm/dd/yyyy) <u>01/09/2022</u>
	Sworn to and subscribed before me this <u>9th</u> day of <u>JANUARY</u> in the year <u>2023</u> (yyyy)	
Notary Public <u>[Signature]</u>		My commission expires (mm/dd/yyyy) <u>March 24, 2026</u>

SECTION 6: How to submit this form

Unless you have been advised of different instructions by the administrator/employer, return this signed claim form and the documents you've checked off above in the envelope included with this package, or mail/fax them to:

Mail:

MetLife Group Life Claims
P.O. Box 6100
Scranton, PA 18505-6100

Email:

Lifecclaimssubmit@metlife.com

Fax:

1-570-558-8645



If faxing, please remember to fax both front and back sides of the signed claim form. Allow two (2) hours for documents to be received.

Please note: Most claims are reviewed within five (5) business days.

We're here to help

If you have questions, or need help preparing your claim, call us at 1-800-MET-6420 (1-800-638-6420), then press 2. Our Customer Service Center is open Monday through Thursday, 8:00 a.m. to 8:00 p.m. EST, and Friday 8:00 a.m. to 5:00 p.m. EST.

EXHIBIT E
EXHIBIT 1**SECTION 4: Tell us how you want to receive your claim payment****Check one:**☐ You'd like us to put your payment into a Total Control Account that we'll open for you.☒ You'd like to receive a check for your payment.

- For more information about the Total Control Account, please read "About the Total Control Account."
- Keep in mind that once you receive a check you cannot get a Total Control Account.
- If your payment is less than \$5,000, or you are not a U.S. citizen or resident for tax purposes, we will automatically pay you by check.
- If you do not select a payment option, in most states you will receive a Total Control Account, unless MetLife is required by state law, rule or regulation to pay you by check.
- **If MetLife determines you are a payable party for the benefits, we will use this form to process your claim.**

SECTION 5: Certifications and signature

By signing below, I acknowledge:

1. All information I have given is true and complete to the best of my knowledge and belief.
2. I understand that payment of the Plan proceeds is based on the information I have supplied.
3. I also understand and agree that payment of the proceeds of the insured's group life insurance coverage under the Plan will be issued to the designated beneficiary(ies). If the insured did not designate a beneficiary, the proceeds are payable in accordance with the Beneficiary provision of the group plan.
4. I have read the applicable Fraud Warning(s) provided in this form. **New York Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Under the penalties of perjury I certify:

1. That the number shown as my Social Security Number or Tax Identification Number in "Section 1: About Affiant" above is my correct taxpayer identification number, and
2. That I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen, resident alien, or other U.S. person*, and
4. I am not subject to FATCA reporting because I am a U.S. person* and the account is located within the United States.

(Please note: You must cross out Item 2 above if the IRS has notified you that you are currently subject to backup withholding because you failed to report all interest or dividend income on your tax return.)

**If you are not a U.S. Citizen, a U.S. resident alien or other U.S. person for tax purposes, please cross out items 3 and 4 above, and complete and submit form W-8BEN (individuals) or W-8BEN-E (entities).*

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. You must complete this certification to avoid 24% withholding with respect to taxable amounts.

**Did you remember to...**

- ✓ Provide the requested information for any surviving relative(s) listed on the form?
- ✓ Cross out and initial any mistakes you made?
- ✓ Attach any additional required documentation?

Reminder: You must sign this form in the presence of a notary public.

23019031570001

EXHIBIT F
EXHIBIT 1

From: Durin Mundahl
Sent: Thu, 19 Jan 2023 22:25:07 +0000
To: LifeClaimSubmit
Subject: Fwd: Your TriNet Benefits Enrollment Confirmation - claim number 22212004525

CAUTION: This email originated from outside MetLife. Do not click links, open attachments or forward unless you recognize the sender and their email address and if you were expecting an email from them. If you suspect this email is phishing, report it by clicking on the Report Phishing button or forward it to phishnet@metlife.com.

CAUTION: This email originated from outside MetLife. Do not click links, open attachments or forward unless you recognize the sender and their email address and if you were expecting an email from them. If you suspect this email is phishing, report it by clicking on the Report Phishing button or forward it to phishnet@metlife.com.

This is the documentation I found listing the beneficiaries for my mother's life insurance claim. It has myself Durin Mundahl and my sister Morgan Brings Plenty listed.

----- Forwarded message -----

From: Joye Braun <joye@ienearth.org>
Date: Thu, Jan 19, 2023, 3:19 PM
Subject: Fwd: Your TriNet Benefits Enrollment Confirmation
To: <durinsm@gmail.com>

----- Forwarded message -----

From: <DoNotReply@email.trinet.com>
Date: Fri, Nov 4, 2022, 5:08 AM
Subject: Your TriNet Benefits Enrollment Confirmation
To: <joye@ienearth.org>

Open Enrollment Confirmation

Thank you for submitting your TriNet benefit elections for the upcoming benefits plan year (January 1, 2023-December 31, 2023). Your benefits enrollment confirmation number is: **1004311995**. Please save a copy of this confirmation for your records.

Please confirm the accuracy of your benefit elections and review the important information below.

Verify you enrolled your eligible dependents and that your elected benefits are affordable for you and your family by reviewing the amount that will be deducted from your pay (listed under **Pay**

EXHIBIT F
EXHIBIT 1

Period Cost). You are responsible for paying the cost of your benefits, even if your wages become insufficient to cover the costs. TriNet benefits coverage will end on the last day of the month in which you no longer meet eligibility requirements. If this occurs, your final payroll deductions will cover all costs owed for the remainder of the month and may be higher than your customary pay period cost.

To make changes, log in to TriNet (login.TriNet.com) **no later than November 17** and click **Go to Enrollment** to review your elections and make any necessary corrections.

If you have questions or concerns, contact Connect 360 via 24/7* Live Chat (login.TriNet.com > Contact TriNet > Live Chat), by phone (800.638.0461) Monday through Friday 6 a.m.-midnight ET (3 a.m.-9 p.m. PT)*, or by email (employees@TriNet.com). *TriNet is closed on select U.S. holidays.

Please read this entire notice carefully, as there is important information included below the summary of your benefit elections.

Your TriNet Benefits Election Summary

Your Health Plan Elections			
Coverage	Plan Name	Plan Covers	Pay Period Cost
Vision	VSP Vision Plus Vol	JOYE BRAUN	\$4.60
Health Coverage Subtotal	\$4.60		
Your Company Pays on Elected Plan(s)	\$0.00		
Your Pay Period Cost for Health Plans	\$4.60		

Your Life & Disability Plan Elections			
Coverage Type	Coverage	Beneficiaries	Pay Period Cost
Life and AD&D	\$40,000	P- Morgan Rose Brings Plenty -50% P- Durin Sebell Mundahl -50%	\$0.00

2301903157001-1

EXHIBIT F
EXHIBIT 1

Supplemental AD&D	\$250,000	P- Morgan Rose Brings Plenty -50% P- Durin Sebell Mundahl -50%	\$2.50
Supplemental Life	Declined Coverage	-	\$0.00
Spouse/Domestic Partner Life Insurance	Declined Coverage	-	\$0.00
Dependent Life	Declined Coverage	-	\$0.00
Long-Term Disability	60% LTD Company Paid	-	\$0.00
Short-Term Disability	60% STD Company Paid	-	\$0.00
Your Pay Period Cost for Life & Disability Plans	\$2.50		

***Important:** Elections for supplemental life and spouse/domestic partner life insurance and disability insurance may not be the actual amount of coverage allowed by the insurance carrier, and accordingly, may be subject to change. Certain supplemental life and disability insurance elections and increases in coverage require you to submit a Statement of Health (SOH) application to the insurance carrier for review. The insurance carrier will notify you if a SOH is required. **The insurance carrier has sole discretion over all coverage decisions.** **Supplemental life insurance or disability election amounts requiring a SOH are not effective until approved by the insurance carrier.** Coverage amounts may also be subject to age reduction rules set by the carrier. Refer to the Carrier Certificate for more information.

Your Voluntary Benefit Elections			
Plan Name	Coverage	Plan Covers	Pay Period Cost
Legal	Declined Coverage	N/A	\$0.00
Accident	Accident High Plan	JOYE BRAUN	\$5.91
Critical Illness	Critical Illness \$10k	JOYE BRAUN	\$8.78
Hospital Indemnity	Declined Coverage	None	\$0.00

EXHIBIT F
EXHIBIT 1

Your Pay Period Cost for Voluntary Benefits	\$14.69
Per Pay Period Cost	
Total Benefits Cost:	\$21.79
What Your Company Pays:	\$0.00
What you pay:	\$21.79

You may not get insurance ID cards for dental or vision plans; your provider will use your Social Security number.

If you need to see a provider before this, or if your provider does not have your information on record yet, you may need to pay out-of-pocket for your health care services and submit a reimbursement request later (hold on to your itemized receipts!).

If you have a severe medical condition and you must have your benefits confirmed immediately, please contact TriNet.

Changing your Benefit Elections

You may change your benefit elections throughout the enrollment period as often as you like. Keep in mind you will be enrolled in the benefits you elect in your last submission before the end of the enrollment period. After that period, you will not be able to change your benefit elections until the next TriNet open enrollment unless you experience certain life status change events and submit your enrollment to TriNet in a timely manner.

Double Coverage Limitations

If you work full-time for more than one TriNet client, you may be covered once under TriNet-sponsored dental, vision and supplemental life plans. Dependent spouses or domestic partners may not be covered as both a worksite employee and a dependent. Likewise, eligible dependent children can be covered under the Plan by one of the parents, not both.

Carrier Certificates Govern Coverage

Eligibility, enrollment and coverage decisions are subject to the actual terms and conditions of the benefit plans sponsored by TriNet and as explained in detail in the Carrier Certificates (posted under Benefits > Carriers).

Insurance coverage exclusions and limitations apply. In the event there is a conflict between any of the information contained in any benefits guidance materials provided by TriNet (including but not limited to information contained in any TriNet website, the Benefits Enrollment

EXHIBIT F
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Confirmation email, any written or electronic pamphlets, letters, emails, text messages, and statements made by TriNet employees) and the TriNet Plan document, the Plan document shall control. Also, if there is a conflict between an official certificate provided by the TriNet insurance carrier(s) (the "Carrier Certificate") and either the TriNet Plan document, any TriNet Summary Plan Description, statements made by a TriNet employee, or any other benefits guidance materials provided by TriNet (including but not limited to those described above), the Carrier Certificate shall control.

TriNet is the single-employer sponsor of all its benefit plans. This communication is for informational purposes only, is not legal, tax or accounting advice, and is not an offer to sell, buy or procure insurance. TriNet reserves the right to amend the benefit plans or change the offerings and deadlines. Official plan documents always control. [Click here](#) for the full disclaimer.

Voluntary benefit plans are offered by Aflac or MetLife and are not ERISA-covered group health insurance plans. Enrollment is completely voluntary. If you enroll in a plan you must deal directly with the insurance company to request assistance or submit a claim.

TriNet will always offer you an unsubscribe option on non-mandatory communications. However, benefit communications are generally required by law, and are therefore mandatory and not subject to an unsubscribe option.

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