

CIVIL ACTION COVER SHEET		DOCKET NUMBER 2484 CV 01044	Massachusetts Trial Court Superior Court	
		COUNTY	Suffolk Superior Court (Boston)	
Plaintiff	Commonwealth of Massachusetts		Defendant:	Senior Life Insurance Company
ADDRESS:	Massachusetts Attorney General's Office		ADDRESS:	1 Senior Life Lane
One Ashburton Place, 18th Floor		Thomasville, GA 31792		
Boston, MA 02108				
Plaintiff Attorney:	David Lim		Defendant Attorney:	Heath Bassett, General Counsel
ADDRESS:	One Ashburton Place, 18th Floor		ADDRESS:	Senior Life Insurance Company
Boston, MA 02108		1 Senior Life Lane		
		Thomasville, GA 31792		
BBO:	685364		BBO:	
TYPE OF ACTION AND TRACK DESIGNATION (see instructions section on next page)				
CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?	
E99			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
*If "Other" please describe:				
Is there a claim under G.L. c. 93A? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
Is there a class action under Mass. R. Civ. P. 23? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
STATEMENT OF DAMAGES REQUIRED BY G.L. c. 212, § 3A				
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. (Note to plaintiff: for this form, do not state double or treble damages; indicate single damages only.)				
TORT CLAIMS				
A. Documented medical expenses to date				
1. Total hospital expenses _____				
2. Total doctor expenses _____				
3. Total chiropractic expenses _____				
4. Total physical therapy expenses _____				
5. Total other expenses (describe below) _____				
Subtotal (1-5): \$0.00				
B. Documented lost wages and compensation to date _____				
C. Documented property damages to date _____				
D. Reasonably anticipated future medical and hospital expenses _____				
E. Reasonably anticipated lost wages _____				
F. Other documented items of damages (describe below) _____				
TOTAL (A-F): \$0.00				
G. Briefly describe plaintiff's injury, including the nature and extent of the injury:				
CONTRACT CLAIMS				
<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).				
Item #	Detailed Description of Each Claim			Amount
1.				
Total				
Signature of Attorney/Self-Represented Plaintiff: X <i>David Lim</i>				
Date: 4/18/24				
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.				
CERTIFICATION UNDER S.J.C. RULE 1:18(5)				
I hereby certify that I have complied with requirements of Rule 5 of Supreme Judicial Court Rule 1:18: Uniform Rules on Dispute Resolution, requiring that I inform my clients about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.				
Signature of Attorney: X <i>David Lim</i>				
Date: 4/18/24				

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

SUPERIOR COURT
DEP'T OF THE TRIAL COURT
Civ. No. _____

In the Matter of Senior Life Insurance Company

ASSURANCE OF DISCONTINUANCE
PURSUANT TO M.G.L CHAPTER 93A, §5

I. Introduction

1. The Office of the Attorney General of the Commonwealth of Massachusetts ("AGO") conducted an investigation pursuant to M.G.L. c. 93A into whether certain advertisements of Senior Life Insurance Company ("Senior Life") contained false or misleading content and formatting.

2. Based on this investigation, the AGO alleges that there were instances between 2018 and 2021 when Senior Life circulated mailed advertisements ("mailers") to Massachusetts residents that were formatted and worded in such a way to suggest that Senior Life was affiliated with a government agency.

3. In lieu of litigation and in recognition of Senior Life's cooperation and desire to resolve this matter, the AGO agrees to accept this Assurance of Discontinuance ("AOD") on the terms and conditions contained herein. The AGO and Senior Life both voluntarily enter into this AOD, which is made without trial or adjudication of any issue of fact or law.

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SUPERIOR COURT - CIVIL
JOSE. POWERS
ACTING CLERK / REGISTRAR

II. Terms of the Assurance of Discontinuance

4. Within ten (10) days of the filing of this AOD, Senior Life shall pay fifty thousand (\$50,000) dollars to the AGO, which shall be applied to the Commonwealth's General Fund. This payment will be made by check payable to the Commonwealth of Massachusetts, which will be sent to the attention of Gia Kim, Managing Administrative Assistant, Insurance & Financial Services Division, Office of the Attorney General, One Ashburton Place, 18th Floor, Boston, MA 02108.

5. Senior Life, its officers, agents, employees, or contractors, and any person or entity acting in concert or participation with Senior Life, shall not distribute advertisements or marketing materials to Massachusetts residents that suggest, expressly or by implication that:

- a. Senior Life has an affiliation with, is endorsement by, or has a connection to a federal, state, or local government agency or public benefits program;
or
- b. The recipient has an "entitlement" to government or non-government benefits.

This prohibition shall extend to formatting advertising or marketing materials in such a way to evoke a connection to state or federal tax documentation (*e.g.*, shading two digits in a four digit year). Further, Senior Life, shall not distribute advertisements or marketing materials to Massachusetts residents that misrepresent any material fact, including:

- c. The total cost to purchase, receive, or use the good or service being offered;
- d. Any material restrictions, limitation, or condition to purchase or receive the service or good being offered; and
- e. Any material aspect of the service or good being offered.

6. Senior Life, its officers, agents, employees, or contractors, and any person or entity acting in concert or participation with Senior Life, shall include in any advertisements and marketing material a clear and conspicuous disclosure, written no smaller than the smallest font included in the advertisement itself, that Senior Life is a private insurance company, and has no affiliation with, endorsement by, or connection to any government agency or public benefits program.

7. This AOD contains the complete agreement between the parties. This AOD may be modified or supplemented only by a written document signed by both parties. This AOD is not intended to impair any right of action that any person or entity other than the AGO might have against Senior Life. Neither the terms of this AOD nor the payment of any money hereunder is, nor shall either be construed to be, an admission of any wrongdoing, nor an admission to the allegations in this AOD.

8. This AOD and its provisions will be effective on the date that it is filed in the Superior Court for Suffolk County.

9. Any notifications by Senior Life regarding the AOD or its implementation shall be provided to AGO staff Gia Kim at contact addresses provided for that purpose. The AGO may substitute other individuals as points of contact, as necessary.

10. Any notifications by the AGO to Senior Life shall be directed to Senior Life's General Counsel at the contact address provided for that purpose.

11. By signing below, Senior Life agrees to comply with all the terms of this AOD. By signing below, the AGO agrees that it will not proceed with or institute a civil action or proceeding under M.G.L. c. 93A or any other statute, regulation or other legal basis against Senior Life, its parent corporation, subsidiaries and subdivisions, successors, assigns, or any

purchasers of all or substantially all of its assets, including but not limited to an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorneys' fees or costs, for any acts or practices committed by Senior Life prior to the date of this AOD that relates to the allegations described in Paragraph Two (2) of this AOD. The terms of this AOD may be enforced by the AGO in a civil action or proceeding.

Respectfully Submitted:

FOR: Senior Life Insurance Company

By: Heath Bassett
Heath Bassett
General Counsel
Senior Life Insurance Company
1 Senior Life Lane
Thomasville, GA 31792

Dated: 4-17-24

FOR: Andrea Joy Campbell, Attorney General

By: David Lim
David Lim, BBO# 685364
Assistant Attorney General
Massachusetts Attorney General's Office
Insurance and Financial Services Division
One Ashburton Place, 18th Floor
Boston, MA 02108

Dated: 4/18/24