

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

VERITAS INDEPENDENT
PARTNERS, LLC, individually and on
behalf of others similarly situated,

Plaintiff,

v.

THE OHIO NATIONAL LIFE
INSURANCE COMPANY, *et al.*,

Defendants.

Case No. 1:18-cv-769

Judge Jeffery P. Hopkins

FINAL APPROVAL ORDER

On August 18, 2026, this Court heard the Motion for Final Approval of Class Action Settlement and Final Class Certification (Doc. 172) (the “Final Approval Motion”) and Class Counsel’s Motion for an Award of Attorneys’ Fees, Expenses, and Class Service Award (Doc. 171) (the “Fee Motion”) filed by Plaintiff Veritas Independent Partners, LLC.¹ The Court has conducted a comprehensive review of the following: (a) the motions and the supporting papers, including the Settlement Agreement and Release (“Settlement Agreement”) and (b) arguments presented by counsel in the foregoing pleadings and at the duly noticed fairness hearing held in this matter. No objections were filed with or presented to the Court. Based on this review and the findings below, the Court concludes that good cause exists to **GRANT** the Final Approval Motion and the Fee Motion.

¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

FINDINGS:

1. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and therefore approves it. Among other matters considered, the Court took into account: (a) the complexity of Plaintiff's theory of liability; (b) the arguments raised by Defendants and National Security Life and Annuity Company (collectively, "Ohio National") in their pleadings and throughout the litigation that could potentially preclude or reduce the recovery by Settlement Class Members; (c) delays in any award to the Settlement Class that would occur due to further litigation and appellate proceedings; (d) the amount of discovery that has occurred; (e) the relief provided to the Settlement Class; (f) the recommendation of the Settlement Agreement by counsel for the Parties; and (g) the lack of objectors to the Settlement Agreement, demonstrating that the Settlement Class has a positive reaction to the proposed settlement.

2. The Court also finds that extensive arm's-length negotiations have taken place, in good faith, between Settlement Class Counsel and Ohio National's Counsel resulting in the Settlement Agreement. These negotiations were presided over by an experienced mediator.

3. The Settlement Agreement provides substantial value to the Settlement Class in the form of cash payments.

4. Notice was provided to Class Members in compliance with Section 4 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Sub-Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Sub-Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object

to the settlement; (iii) provided procedures for Settlement Sub-Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.

5. Ohio National filed a copy of the notice it gave on April 13, 2026, pursuant to 28 U.S.C. § 1715(b), and the notice complies with the requirements of 28 U.S.C. § 1715(b).

6. Plaintiff and Settlement Class Counsel have fairly and adequately protected the Settlement Class's interests, and the Parties have adequately performed their obligations under the Settlement Agreement.

7. For the reasons stated in the Preliminary Approval Order, and having received no objections that would disturb these previous findings, this Court finds and determines that the proposed Sub-Classes, as defined below, meet all of the legal requirements for class certification, for settlement purposes only, under Federal Rule of Civil Procedure 23 (a) and (b)(3).

8. An award of one-third (33⅓%) of the collective Settlement Funds and Future Trail Commissions for Fees and \$257,268 for Costs and Expenses to Settlement Class Counsel is fair and reasonable in light of the nature of this case, Settlement Class Counsel's experience and efforts in prosecuting this Action, and the benefits obtained for the Settlement Sub-Classes. *See Hawkins v. Cintas Corp.*, No. 1:19-cv-1062, 2025 WL 523909, at *3 (S.D. Ohio Feb. 18, 2025) (explaining that a requested award of one-third of the common fund is consistent with fees awarded in this circuit and across the country and that expense awards are customary when there is a settlement creating a common fund); *Wilder v. Kroger Co.*, 1:22-cv-681, 2025 WL 3292305, at *12–14 (S.D. Ohio Nov. 26, 2025) (same).

9. A Service Payment to Plaintiff of \$50,000 is fair and reasonable in light of: (a) Plaintiff's risks (including financial, professional, and emotional) in commencing this Action; (b) the time and effort spent by Plaintiff in litigating this Action; and (c) Plaintiff's public interest service. *See Hawkins*, 2025 WL 523909, at *5–6 (explaining that courts routinely approve service awards to compensate named plaintiffs for their service to the class and for the risks they incurred in participating in the litigation); *Wilder*, 2025 WL 3292305, at *15 (same).

10. Reimbursement of \$55,402.54 to the Settlement Administrator is fair and reasonable to compensate it for the provision of notice to the Settlement Class and administering the Settlement. *Wilder*, 2025 WL 3292305, at *15 (awarding payment of settlement administration costs from the common fund).

IT IS ORDERED THAT:

11. **Class Members.** The Settlement Sub-Classes are certified as:

a. **The Full Trail Termination Sub-Class.** All broker-dealers (a) with whom Defendants and National Security Life and Annuity Company (collectively, "Ohio National") had entered into a Selling Agreement with the same or similar language as included in Section 9 of Plaintiff's Selling Agreement, (b) that included incorporated ONcore and/or NScore Commission Schedule(s) stating that "trail commissions will continue to be paid to the broker-dealer of record while the selling agreement remains in force and will be paid on a particular [ONcore and/or NScore] Variable Annuity until the contract is surrendered or annuitized," (c) for whom Ohio National terminated the broker-dealer's Selling Agreement, without cause, effective December 2018, and (d) as to whom, following and as a result of such termination, Ohio National ceased paying trail commissions or

equivalent servicing fees, of any sort, in connection with any ONcore and/or NScore Variable Annuities (the “ON Variable Annuities”), (e) excluding those broker-dealers that have already reached settlements with Ohio National related to the subject matter(s) of the Released Claims.

b. The Paid Servicing Fees Sub-Class. All broker-dealers (a) with whom Ohio National had entered into a Selling Agreement with the same or similar language as included in Section 9 of Plaintiff’s Selling Agreement, (b) that included incorporated Oncore and/or NScore Commission Schedule(s) stating that “trail commissions will continue to be paid to the broker-dealer of record while the selling agreement remains in force and will be paid on a particular [ON] Variable Annuity until the contract is surrendered or annuitized,” (c) for whom Ohio National terminated the broker-dealer’s Selling Agreement, without cause, effective December 2018, and (d) as to whom, following and as a result of such termination, Ohio National ceased paying trail commissions in connection with any ON Variable Annuities, but (e) with whom Ohio National has entered into an Existing Servicing Agreement and/or to whom Ohio National voluntarily elected to provide Paid Servicing Fees for only certain ON Variable Annuities, (f) to whom Ohio National has, in fact, provided and/or is providing Paid Servicing Fees for only certain ON Variable Annuities, and (g) excluding those broker-dealers that have already reached settlements (separate and apart from an Existing Servicing Agreement) with Ohio National related to the subject matter(s) of the Released Claims.

12. Binding Effect of Order. This Order applies to all claims or causes of action settled under the Settlement Agreement and binds all Settlement Sub-Class Members, including those who did not properly request exclusion under paragraph 12 of the Preliminary

Approval Order. This Order does not bind persons who filed timely and valid requests for exclusion. Attached as Exhibit A is a list of persons who properly requested to be excluded from the settlement.

13. Release. Plaintiff and all Settlement Sub-Class Members who did not properly request exclusion are: (1) deemed to have released and discharged Ohio National from all claims arising out of or asserted in the Action and all claims released under the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described in this paragraph are set forth in Sections 1.20-1.22 and 2.2.1 of the Settlement Agreement and are specifically incorporated herein by this reference.

14. Class Relief. Ohio National is directed to provide the Settlement Funds to the Settlement Administrator according to the terms and timeline stated in the Settlement Agreement. The Settlement Administrator is further directed to issue payments to each Settlement Sub-Class Member. Ohio National is thereafter directed to pay the Future Settlement Servicing Fees directly to each Sub-Class Member as they may come due and to pay associated Settlement Class Counsel Future Payments directly to Settlement Class Counsel.

15. Uncashed Settlement Checks/Failed Electronic Transmission of Funds. Pursuant to Paragraphs 3.4 and 3.5 of the Settlement Agreement, any uncashed settlement checks or funds that were unable to be transferred to the authorized claimants electronically shall be escheated to the State of Ohio by the Settlement Administrator or Ohio National, as the case may be.

16. Miscellaneous. No person or entity shall have any claim against Ohio National, Ohio National's Counsel, Plaintiff, the Settlement Sub-Class Members, Settlement Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with the Agreement.

17. Court's Jurisdiction. Pursuant to the Parties' request, the Court will retain jurisdiction over this Action and the Parties for all purposes related to this settlement.

IT IS SO ORDERED.

August 18, 2026


Jeffrey P. Hopkins
United States District Judge

EXHIBIT A**LIST OF PERSONS AND ENTITIES WHO TIMELY AND VALIDLY REQUESTED
EXCLUSION FROM THE SETTLEMENT CLASS**

The following person or entity timely and validly requested exclusion from the Settlement Class and is therefore excluded from the Settlement Class, is not bound by the Settlement Agreement or the Final Approval Order and Judgment, and shall not receive any benefit from the Settlement:

No.	Name of Person or Entity Requesting Exclusion
1.	&Partners LLC

Total number of timely and valid requests for exclusion: one (1).