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

VERITAS INDEPENDENT PARTNERS, LLC, on behalf of all others similarly situated,

Plaintiff,

v.

THE OHIO NATIONAL LIFE INSURANCE COMPANY, et al.,

Defendants.

Case No. 1:18-cv-769-JPH

Judge Jeffery P. Hopkins

CLASS COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES, EXPENSES, AND CLASS SERVICE AWARD AND INCORPORATED MEMORANDUM IN SUPPORT

I. INTRODUCTION

As explained in Plaintiff's preliminary approval papers and further herein, Plaintiff Veritas Independent Partners, LLC ("Representative Plaintiff") and Ohio National[1] reached a class action settlement of this matter pursuant to which class members will be entitled to automatically receive 52.5% of all the trail commissions that were at the heart of this litigation. The Settlement Agreement provides that Class Counsel can seek from the Court an award of attorneys' fees representing one third (33 1/3%) of the direct monetary payments to be received by the Settlement Classes, as well as reimbursement for litigation costs and expenses. The Settlement Agreement also states that the Representative Plaintiff may apply to the Court for a Service Award in the amount of $50,000. (Doc. 169-1, Settlement Agreement at 2.1.5.)

[1] "Ohio National" refers collectively to The Ohio National Life Insurance Company (now known as AuguStar Life Insurance Company), Ohio National Equities, Inc. (now AuguStar Distributors, Inc.), Ohio National Financial Services, Inc. (now Constellation Insurance, Inc.), and National Security Life and Annuity Company, consistent with the defined term in the Settlement Agreement (Doc. 169-1).

This Settlement is an excellent result for the Settlement Classes, achieved only after more than seven years of hard-fought litigation against a well-resourced adversary. Plaintiff alleged that Ohio National breached its form Selling Agreements with a class of broker-dealers by ceasing to pay trail commissions on certain variable annuities after terminating those agreements without cause in December 2018. Ohio National vigorously denied any breach, contending that the plain language of the Selling Agreements and the incorporated commission schedules relieved it of any obligation to pay trail commissions following termination. After years of contested motions, extensive discovery, expert work, and a hard-fought mediation before a nationally recognized mediator, the Parties reached the Settlement that has been preliminarily approved by this Court.

The Settlement requires Ohio National to create non-reversionary Settlement Funds equal to 52.5% of the past trail commissions that were not paid (and as to which no equivalent servicing fees were paid), and to calculate and pay, going forward, future settlement payments equal to 52.5% of future trail commissions as they come due. The relief is delivered automatically: Settlement Class Members are not required to submit a claim to receive their benefits. By any measure, recovering more than half of the disputed past and future trail commissions—in cash and continuing payments—represents a substantial result in a case in which the Settlement Classes faced a genuine risk of recovering nothing.

In exchange for creating this benefit, Class Counsel respectfully requests an award of attorneys' fees equal to one-third of the collective Settlement Funds, payable as they become due to Settlement Class members. The amount of fees that Class Counsel is requesting was disclosed to the Settlement Sub-Classes in the Court-approved Notice and expressly contemplated by Section 2.1.6 of the Settlement Agreement. As demonstrated below, the requested fee is fully consistent with the percentage-of-the-fund awards routinely approved in this District and throughout the Sixth Circuit, and it is reasonable under each of the factors the Sixth Circuit directs courts to consider. Class Counsel also requests reimbursement of $257,268 in litigation costs and expenses reasonably incurred in prosecuting this Action, and a $50,000 Service Payment to Plaintiff.

II. NATURE AND BACKGROUND OF THE CASE

On November 8, 2018, Plaintiff filed this putative class action against Ohio National in the United States District Court for the Southern District of Ohio. *See Veritas Independent Partners, LLC v. The Ohio National Life Insurance Company, et al.*, No. 1:18-cv-769 (S.D. Ohio). The Complaint alleged that Ohio National breached form Selling Agreements with Plaintiff and the putative class of broker-dealers with form Selling Agreements, after terminating the Selling Agreements, by ceasing to pay certain trail commissions to the putative class related to the sale of annuities. Plaintiff contends that Ohio National still has the obligation to pay trail commissions as to ONcore Variable Annuities even after a Selling Agreement is terminated, without cause, so long as the broker-dealer remains the broker-dealer of record for those ONcore Variable Annuities and those ONcore Variable Annuities have not been surrendered or annuitized.

Ohio National disputed Plaintiff's allegations throughout. It maintained that, under the language of the pertinent Selling Agreements, including the incorporated Commission Schedules, it had no obligation to pay trail commissions to a broker-dealer after that broker-dealer's Selling Agreement was terminated, even without cause. The central dispute thus turned on the contested meaning of the operative contract language, a question Ohio National was prepared to litigate through trial and appeal.

As set forth on the Court's docket, the litigation was neither brief nor easy. Over the course of more than seven years, Class Counsel conducted extensive discovery, retained an expert, defeated three motions directed at the merits, including a motion for judgment on the pleadings and two separate motions for summary judgment, and repeatedly briefed and argued orally a myriad of legal issues related to discovery, evidentiary issues, class certification, and a motion for leave to appeal. Class Counsel also caused Plaintiff to successfully intervene in related litigation filed against Ohio National by UBS against Ohio National, et al., in the United States for the District of New Jersey, 2:18-cv-17191. (Declaration of Brian K. Murphy ("Murphy Decl."), attached hereto as Exhibit 1, at ¶¶ 5, 26-28.)

After nearly seven years of this sustained effort, the Parties then engaged in a mediation in Dallas, Texas on October 8, 2025 before Jeffry S. Abrams, a highly experienced national mediator. With Mr. Abrams's assistance and following additional arm's-length negotiations over the five ensuing months, the Parties reached the Settlement memorialized in the Settlement Agreement and were granted preliminary approval by this Court on March 30, 2026.

The Settlement establishes two Settlement Sub-Classes for settlement purposes—the Full Trail Termination Sub-Class and the Paid Servicing Fees Sub-Class—comprising broker-dealers whose Selling Agreements Ohio National terminated without cause in December 2018 and to whom Ohio National thereafter ceased paying trail commissions or equivalent servicing fees. For both Settlement Sub-Classes, Ohio National will create non-reversionary Settlement Funds equal to 52.5% of unpaid past trail commissions and will calculate and pay future settlement payments equal to 52.5% of future trail commissions as they come due. (Doc. 169-1, Settlement Agreement at 1.27, 1.29, 2.1.) Settlement Sub-Class Members need not submit any claim form to receive their benefits. The Court-approved Notice program, administered by AB Data, Ltd., disclosed to the Settlement Sub-Classes that Settlement Class Counsel would seek the fees, costs, and expenses requested in this Motion, as well as a Service Payment to Plaintiff.

III. ARGUMENT

A. Settlement Class Counsel Is Entitled to a Reasonable Fee from the Common Fund.

Attorneys who recover a common fund for the benefit of persons other than themselves or their clients are entitled to a reasonable attorney's fee from the fund as a whole. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). The common-fund doctrine rests on the equitable principle that those who benefit from the creation of a fund should bear a fair share of the cost of its creation, lest the class be unjustly enriched at counsel's expense. The Sixth Circuit has long recognized that, in a common-fund case, the district court must "make sure that counsel is fairly compensated for the amount of work done as well as for the results achieved." *Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993).

Here, Class Counsel created a substantial common benefit, the Settlement Funds comprised of both past and future trail commissions payable to the Settlement Sub-Classes, through years of extensive contingent effort. The Settlement Agreement itself contemplates that Class Counsel may apply for a fee of up to one-third of those collective payments, paid proportionally from the Settlement Funds and, as to the future component, by Ohio National. (Doc. 169-1, Settlement Agreement at 2.1.2, 2.1.6.) Class Counsel is therefore entitled to a reasonable fee drawn from the common fund it created.

B. The Court Should Apply the Percentage-of-the-Fund Method.

The Sixth Circuit permits district courts to award attorneys' fees in common-fund cases using either the percentage-of-the-fund method or the lodestar method, and "it is necessary that district courts be permitted to select the more appropriate method for calculating attorney's fees in light of the unique characteristics of class actions in general, and of the unique circumstances of the actual cases before them." *Rawlings*, 9 F.3d at 516. Courts in this District and throughout the Circuit overwhelmingly favor the percentage-of-the-fund method in common-fund cases. *See Bowling v. Pfizer, Inc.*, 922 F. Supp. 1261, 1280 (S.D. Ohio 1996) (the percentage method "affords the Court greater flexibility in assuring that Counsel are adequately compensated for the results that they have achieved and the work that they have done, while also protecting the Class' interest in the fund"), *aff'd*, 102 F.3d 777 (6th Cir. 1996). This Court applies that same approach, assessing a common-fund fee "as a percentage of the common fund and then using the lodestar method as a cross-check." *Hawkins v. Cintas Corp.*, No. 1:19-cv-1062, 2025 WL 523909, at *2 (S.D. Ohio Feb. 18, 2025) (Hopkins, J.) (recognizing the percentage-of-the-fund method as "the more common approach" in this Circuit); *accord Wilder v. Kroger Co.*, No. 1:22-cv-681, 2025 WL 3292305, at *14 (S.D. Ohio Nov. 26, 2025) (Hopkins, J.).

The percentage method is particularly appropriate here. The Settlement delivers value to the Settlement Sub-Classes not only as an immediate, quantifiable cash fund (52.5% of unpaid past trail commissions) but also as a continuing stream of future settlement payments. All of these payments will be made without the need for any claim or other documentation to be submitted by any class members. The percentage method ties Class Counsel's compensation directly to the benefit actually conferred on the Settlement Sub-Classes, aligns counsel's incentives with the interests of the Sub-Classes, and avoids the inefficiency and satellite litigation that attend a pure lodestar analysis. *See Rawlings*, 9 F.3d at 516. Although a lodestar cross-check is available and is provided below in the alternative, the Sixth Circuit does not require one. *See In re Flint Water Cases*, 63 F.4th 486, 499 (6th Cir. 2023).

C. The Requested One-Third Fee Is Consistent with Awards Approved in This District and the Sixth Circuit.

The requested fee, one-third of the collective Settlement Funds and Future Trail Commissions (minus Paid Servicing Fees), falls squarely within the range of percentage awards routinely approved in common-fund cases in this District and throughout the Sixth Circuit. If this were a non-class action, the customary fee arrangement would be contingent, on a percentage basis, and in the range of 33⅓% of the recovery. *See, e.g., Blum v. Stenson*, 465 U.S. 886, 903 (1984); *Razilov v. Nationwide Mut. Ins. Co.*, No. 01-CV-1466-BR, 2006 WL 3312024, at *3 (D. Or. Nov. 13, 2006); *In re Lucent Tech., Inc. Securities Litig.*, 327 F. Supp. 2d 426, 439-442 (D.N.J. 2004). Courts in this Circuit have repeatedly recognized that percentage awards of one-third are well within the mainstream, and indeed, this Court has approved one-third common-fund awards as consistent with prevailing practice. *See Hawkins*, 2025 WL 523909, at *2-3 (Hopkins, J.) (awarding 33⅓% of a $4 million common fund and finding the award "consistent with fees awarded in similar actions in this circuit and across the country"); *Brandenburg v. Cousin Vinny's Pizza, LLC*, No. 3:16-cv-516, 2019 WL 6310376, at *5 (S.D. Ohio Nov. 25, 2019) (one-third "is a normal fee amount" in common fund settlements); *Wilder*, 2025 WL 3292305, at *4 (Hopkins, J.) (same). *See also Carr v. Guardian Healthcare Holdings, Inc.*, No. 2:20-cv-6292, 2022 WL 501206 (S.D. Ohio Jan. 19, 2022) (approving a one-third fee from a common fund); *In re Southeastern Milk Antitrust Litig.*, No. 2:08-MD-1000, 2013 WL 2155387, at *3 (E.D. Tenn. May 17, 2013) (one-third of the fund "is certainly within the range of fees often awarded in common fund cases, both nationwide and in the Sixth Circuit").

That the requested percentage was disclosed to, and contemplated by, the Settlement Sub-Classes in the Court-approved Notice further supports its reasonableness, as does the fact that the percentage was negotiated only after the substantive relief in the Settlement had been agreed to with the assistance of an experienced, neutral mediator. The requested fee is also well within the outer limits the Sixth Circuit recognizes. It is calculated solely as a percentage of the value the Settlement creates for the Settlement Sub-Classes—the 52.5% of past and future trail commissions Ohio National will pay—and not on any amounts Ohio National was already paying or otherwise obligated to pay. *See Wilder*, 2025 WL 3292305, at *10 (Hopkins, J.) (the relevant fund is the "common fund to be distributed among members of the class") (quoting *Rawlings*, 9 F.3d at 515). And at one-third, the requested fee falls well below the 40% of the gross settlement that the Sixth Circuit treats as the ceiling for a reasonable common-fund award. *See id.* (an award "in excess of 40% of the 'gross settlement amount' violates that principle").

D. The Requested Fee Is Reasonable Under the Sixth Circuit's *Ramey* Factors.

In assessing the reasonableness of a fee award in a common-fund case, the Sixth Circuit directs district courts to consider the following factors: "(1) the value of the benefit rendered to the plaintiff class; (2) society's stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others; (3) whether the services were undertaken on a contingent fee basis; (4) the value of the services on an hourly basis; (5) the complexity of the litigation; and (6) the professional skill and standing of counsel involved on both sides." *Ramey v. Cincinnati Enquirer, Inc.*, 508 F.2d 1188, 1196 (6th Cir. 1974), *accord Moulton v. U.S. Steel Corp.*, 581 F.3d 344, 352 (6th Cir. 2009) and *In re Flint Water Cases*, 63 F.4th at 495-96. There is no specific formula for weighing these factors, and each case presents a unique set of circumstances. Each factor supports the requested fee here. This Court has routinely applied these same factors in assessing the reasonableness of common-fund fees. *See Hawkins*, 2025 WL 523909, at *2 (Hopkins, J.); *Wilder*, 2025 WL 3292305, at *2 (Hopkins, J.).

1. The value of the benefit rendered to the Settlement Sub-Classes supports the requested fee.

The value of the benefit conferred on the class is widely regarded as the "most important" factor in assessing the reasonableness of a common-fund fee. *In re Cardinal Health, Inc. Securities Litig.*, 528 F. Supp. 2d 752, 764 (E.D. Mich. 2007); *see also In re Flint Water Cases*, 583 F. Supp. 3d 911, 937 (E.D. Mich. 2022). The Settlement here confers a substantial and concrete benefit: Ohio National will create non-reversionary Settlement Funds equal to 52.5% of the unpaid past trail commissions and will pay future settlement payments equal to 52.5% of future trail commissions as they come due. (Doc. 169-1, Settlement Agreement at 1.29, 2.1.) Based on data and estimates provided by Ohio National and its counsel, the total value of the benefit made available to the Settlement Sub-Classes is approximately $21,905,075.22 in past trail commission Settlement Funds and an amount to be less than $20,000,000 in Future Trail Commissions. (Murphy Decl. at ¶ 19.)[2]

Recovering more than half of the disputed trail commissions, both those already due and those coming due in the future, is an excellent result in a case in which liability was strenuously contested and the Settlement Sub-Classes faced a real risk of no recovery at all. The benefit is enhanced by the structure of the Settlement: it is non-reversionary, requires no claim form, and delivers payments automatically to Settlement Sub-Class Members, ensuring that the relief actually reaches the class rather than reverting to the defendant. This factor strongly supports the requested fee.

[2] The amounts provided are assuming that all Settlement Sub-Class Members choose to not opt-out and participate in the Settlement. Class Counsel will provide an update prior to the Final Fairness Hearing based on any changes in the event any members of the Settlement Sub-Classes opt out by the Court's deadline.

2. Society's stake in rewarding attorneys who produce such benefits supports the requested fee.

The second *Ramey* factor recognizes society's interest in ensuring that capable counsel remain willing to prosecute meritorious class claims that might otherwise go unredressed. The claims here were brought on behalf of a dispersed class of broker-dealers, each of whose individual losses, while meaningful, might not justify the expense of individually litigating a complex contract dispute against a sophisticated insurer through trial and appeal. By prosecuting these claims on a class-wide, contingent basis, Class Counsel vindicated the contractual rights of the entire class and functioned as a private attorney general. Adequately rewarding counsel who achieve such results maintains the incentive for skilled attorneys to undertake similar cases. *See, e.g., Allapattah Servs., Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185, 1217 (S.D. Fla. 2006). This factor supports the requested fee.

3. The contingent nature of Settlement Class Counsel's representation supports the requested fee.

Settlement Class Counsel prosecuted this Action entirely on a contingent basis, advancing all of the costs of the litigation and devoting thousands of hours of attorney time over more than seven years with no assurance of any recovery. "[C]ontingent fee arrangements present a genuine risk that counsel … might not recoup their fees or costs in the end." *In re Flint Water Cases*, 583 F. Supp. 3d at 939. That risk was acute here, where Ohio National contested liability from the outset, advanced a colorable contract-interpretation defense, and was prepared to litigate through trial and appeal. Unlike counsel for Ohio National, who were compensated on an hourly basis throughout the litigation and bore no risk of nonpayment, Class Counsel would have received nothing and would have remained out-of-pocket for substantial expenses had the litigation been unsuccessful. (Murphy Decl. ¶¶ 34-35 & Ex. A.) This factor strongly supports the requested fee. This Court has recognized that contingent class counsel, by "investing time, effort, and money over a period of years with no guarantee of recovery," assume a risk that "weighs in favor of approving the requested fee award." *Hawkins*, 2025 WL 523909, at *2 (Hopkins, J.) (quoting *Karpik v. Huntington Bancshares Inc.*, No. 2:17-cv-1153, 2021 WL 757123, at *8 (S.D. Ohio Feb. 18, 2021)).

4. The value of Settlement Class Counsel's services on an hourly basis confirms the reasonableness of the requested fee.

The value of counsel's services on an hourly basis, the lodestar, may be used as a cross-check to confirm the reasonableness of a percentage award, although the Sixth Circuit does not require one. *In re Flint Water Cases*, 63 F.4th at 499; *see also In re Cardinal Health*, 528 F. Supp. 2d at 767 (finding the preferred method is to award a reasonable percentage of the fund, with reference to the lodestar and the resulting multiplier). Although Settlement Class Counsel respectfully submits that no cross-check is necessary given the strength of the other factors, a cross-check confirms that the requested fee is reasonable. In this Circuit, "the lodestar figure is used to confirm the reasonableness of the percentage of the fund award," *In re Broadwing, Inc. ERISA Litig.*, 252 F.R.D. 369, 381 (S.D. Ohio 2006), and a detailed lodestar analysis is "not required," *Karpik* 2021 WL 757123, at *8; *accord Kimber Baldwin Designs, LLC v. Silv Commc'ns, Inc.*, No. 1:16-cv-448, 2017 WL 5247538 (S.D. Ohio Nov. 13, 2017).

Through June 8, 2026, Class Counsel devoted in excess of 8,100 hours to the prosecution and resolution of this Action, yielding a lodestar of approximately $5,204,162 based on counsel's customary hourly rates. (Murphy Decl. at ¶ 23.) Measured against the requested fee of approximately $7,301,684 for the past due trails, Class Counsel's lodestar represents a modest multiplier of just 1.4. (*Id.* at ¶ 24.) Payment of future trail commissions will enhance that multiplier, but in no circumstances is it expected to exceed approximately 2.7, which is well within the range of multipliers regularly approved in this District and Circuit. (*Id.*) *See In re Cardinal Health*, 528 F. Supp. 2d at 767 ("[T]he typical lodestar multiplier in a large … class action[] ranges from 1.3 to 4.5.").[3] The total of future trail commissions is uncertain and variable due to the fact that trail commissions are only due and owing to a broker dealer until the customer decides to surrender or annuitize its annuity, which is in the discretion of the customer.[4]

The hours expended were reasonable and necessary and included: factual investigation; pleadings and motion practice; extensive document and deposition discovery; expert work; mediation; and negotiation and documentation of the Settlement. The lodestar cross-check therefore confirms the reasonableness of the requested fee. The resulting multiplier is fully consistent with those this Court approves: "[b]ecause of the inherent risks of litigation, courts in this district award multipliers of between approximately 2.0 and 5.0." *Hawkins*, 2025 WL 523909, at *3 (Hopkins, J.) (quoting *Karpik*, 2021 WL 757123, at *8) (approving a 2.46 multiplier and noting that *Karpik* approved a 3.3 multiplier).

5. The complexity and duration of the litigation support the requested fee.

This was a complex, hard-fought case that spanned more than seven years. The central liability question—whether Ohio National's Selling Agreements and incorporated commission schedules obligated it to continue paying trail commissions after a without-cause termination—required detailed analysis of the operative contract language, the parties' dealings with third parties, and Ohio National's commission-payment practices and was the subject of sustained

[3] Counsel for Ohio National provided Class Counsel with an estimate that future trail commissions are on a downward trend and would likely be lower than an aggregate amount of $20 million throughout the lifespan of the contracts at issue and subject to the Settlement.

[4] So too, the future trails are only due and owing to broker-dealers while they remain good standing with FINRA. And if the past is any indication, at least some small number of broker-dealers will lose their registration.

dispute involving two motions for summary judgment, a motion for judgment on the pleadings, and innumerable legal issues in motions to compel, giving rise to a motion for leave to appeal filed by Ohio National. So too, proving class-wide liability and damages required extensive discovery into Ohio National's records and the retention of an expert to analyze commission data and quantify class-wide damages. (Murphy Decl. at ¶¶ 5, 26.) The litigation also presented contested class-certification and damages issues that Ohio National was prepared to contest through trial and any appeal. The complexity and extended duration of this seven and half years of litigation support the requested fee. As indicated above, Plaintiff also moved to intervene in another dispute pending in the District of New Jersey, all in pursuit of discovery.

6. The professional skill and standing of counsel on both sides support the requested fee.

The quality of the representation is best demonstrated by the result achieved. Murray Murphy Moul + Basil LLP is among the most experienced class-action firms in this District, having served as counsel or co-counsel in many of the largest and most significant class actions litigated in the Sixth Circuit and nationwide, including *In re Cardinal Health Inc. Securities Litig.* (S.D. Ohio), which resulted in a $600 million settlement, the largest securities class-action recovery in the history of the Sixth Circuit. (Murphy Decl. ¶¶ 15-17.) The firm brought that experience and skill to bear here, achieving a substantial recovery against an insurer represented by highly capable and experienced defense counsel in Zeiger, Tigges & Little LLP and Figari + Davenport, LLP. The quality of opposing counsel underscores the skill required to achieve this result. *See In re Cardinal Health*, 528 F. Supp. 2d at 768. This factor supports the requested fee.

E. The Reaction of the Settlement Sub-Classes Supports the Requested Fee.

The reaction of the class to a fee request is a relevant consideration. *See In re Cardinal Health*, 528 F. Supp. 2d at 767. Pursuant to the Court-approved Notice program, Settlement

Sub-Class Members were informed that Class Counsel would seek a fee of up to one-third of the collective Settlement Funds and Future Trail Commissions, reimbursement of expenses, and a Service Payment for Plaintiff. As of the filing of this Motion, all of the Settlement Sub-Class Members have been sent Notice, and no objections to the Settlement or the requested fee have been received. Class Counsel will address the final response data, including any objections, in its reply and/or in connection with final approval. The reaction of the Settlement Sub-Classes supports approval of the requested fee.

IV. SETTLEMENT CLASS COUNSEL'S COSTS AND EXPENSES ARE REASONABLE AND SHOULD BE REIMBURSED

"Expense awards are customary when litigants have created a common settlement fund for the benefit of a class," and counsel who create such a fund are entitled to reimbursement of the reasonable, out-of-pocket litigation expenses they advanced. *In re Southeastern Milk Antitrust Litig.*, 2013 WL 2155387, at *8 (quoting *In re F&M Distributors, Inc.,* 19 U.S. Dist. LEXIS 11090, at *19 (E.D. Mich. June 29, 1999)); *see also* Fed. R. Civ. P. 23(h). The appropriate inquiry is whether the particular expenses are of the type "typically billed by attorneys to paying clients in similar cases." *In re Southeastern Milk Antitrust Litig.*, 2013 WL 2155387, at *8. Here, Settlement Class Counsel seeks reimbursement of $257,268 in costs and expenses reasonably and necessarily incurred in prosecuting this Action. (Murphy Decl. ¶ 32.) These expenses consist primarily of expert fees, mediation fees, electronic-discovery and document-hosting costs, computerized research database fees, deposition and transcript costs, filing fees, travel costs, and other necessary litigation expenses. Each category is of the type routinely billed to fee-paying clients and is properly reimbursed from the common fund. The Court should approve the requested reimbursement. This Court regularly awards such expenses from a common fund, as they cover "all reasonable out-of-pocket expenses and costs incurred in the prosecution of claims and in obtaining settlement" and "are customary when litigants have created a common settlement fund for the benefit of a class." *Estate of Benjamin v. DJGN LLC*, No. 1:22-cv-166, 2023 WL 7536973, at *7 (S.D. Ohio Nov. 13, 2023); *accord Hawkins*, 2025 WL 523909, at *4 (Hopkins, J.) (awarding mediation, travel, and research costs as "of the type that would be billed to hourly clients of the firm").

V. THE SERVICE PAYMENT TO PLAINTIFF SHOULD BE APPROVED

Settlement Class Counsel also requests approval of a $50,000 Service Payment to Plaintiff for its service as the Representative of both Settlement Sub-Classes, as contemplated by Section 2.1.5 of the Settlement Agreement. The Sixth Circuit has recognized that "[i]ncentive awards are typically awards to class representatives for their often extensive involvement with a lawsuit" and that "[n]umerous courts have authorized incentive awards." *Hadix v. Johnson*, 322 F.3d 895, 897 (6th Cir. 2003). Such awards compensate the representative for the time, effort, and risk it undertook on behalf of the class. In evaluating such awards, this Court considers "(1) the action taken by the Class Representative[] to protect the interests of Class Members … and whether th[at] action[] resulted in a substantial benefit to Class Members; (2) whether the Class Representative[] assumed substantial direct and indirect financial risk; [and] (3) the amount of time and effort spent … in pursuing the litigation." *Hawkins*, 2025 WL 523909, at *5 (Hopkins, J.) (quoting *Gascho v. Global Fitness Holdings, LLC*, No. 2:11-cv-436, 2014 WL 1350509 (S.D. Ohio Apr. 4, 2013)).

Here, as described above, Plaintiff bringing this case and seeing it through over the course of seven and a half years of litigation has resulted in Ohio National's agreement to establish settlement funds estimated to be in excess of $40,000,000, as described above. This is an excellent result and weighs strongly in favor of a substantial service payment.

Plaintiff has also assumed substantial financial risk from its continued pursuit of this case as a class action as opposed to an individual one, as numerous other broker-dealers across the country chose to pursue. (*See* Doc. 80 at p. 4 n.3.) Without the added complexity that comes with a class action, the vast majority of those cases were resolved much sooner than this one. (*Id.*) Indeed, the other named plaintiff in this case, Avantax Investment Services, Inc., eventually dropped out of the class action after nearly seven years, making Plaintiff's sustained dedication to protecting the rights of the class members critical to obtaining the relief set forth in the settlement. (*See* Doc. 167.) Plaintiff itself had only relatively modest losses but was willing to delay its own recovery in order to obtain relief on behalf of the entire class, which included many smaller broker-dealers without the resources to pursue individual claims. (Doc. 80 at pp. 17-18; Doc. 80-4 at 87:9-92:11; Murphy Decl. at ¶ 37.)

Plaintiff spent extensive time and effort pursing this case over the course of more than seven years. Plaintiff brought the case to Settlement Class Counsel's attention, assisted with the investigation and pleadings, submitted an affidavit in opposition to Ohio National's first motion for summary judgment (Doc. 16-1), responded to written discovery, produced documents, prepared for a Rule 30(b)(6) deposition and was deposed, frequently consulted with counsel about the many filings in the case, traveled to Dallas, Texas to actively participate in the mediation, and supported the settlement. (Murphy Decl. ¶ 36.) Without these efforts, recovery for the Settlement Sub-Classes would not have been possible. (*Id.*) The requested Service Payment is reasonable in light of Plaintiff's contributions and the substantial benefit obtained for the Settlement Sub-Classes, and it was disclosed to the Settlement Sub-Classes in the Notice. A $50,000 award is also consistent with comparable service awards in this District. *See Hainey v. Parrott*, No. 1:02-CV-733, 2007 WL 3308027, at *5-6 (S.D. Ohio Nov. 6, 2007) (awarding

$50,000 each to four plaintiffs where they obtained a substantial benefit for the class and devoted considerable time to communicating with counsel, responding to discovery, being deposed, and participating in mediation); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990) (awarding $55,000 each to two plaintiffs where they actively participated in the case and expended time and disrupted their businesses by responding to discovery and undergoing depositions and awarding $35,000 to three other plaintiffs); *Enterprise Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 250-251 (S.D. Ohio 1991) (awarding $50,000 each to six plaintiffs); *cf. Hawkins*, 2025 WL 523909, at *5 (Hopkins, J.) (awarding $42,000 total to twelve plaintiffs despite not expending much time or effort).

VI. CONCLUSION

For the foregoing reasons, Settlement Class Counsel respectfully requests that the Court enter an Order: (1) awarding Settlement Class Counsel attorneys' fees equal to one-third (33⅓%) of the collective Settlement Funds and Future Trail Commissions; (2) awarding Settlement Class Counsel reimbursement of litigation costs and expenses in the amount of $257,268; (3) approving a Service Payment of $50,000 to Plaintiff; and (4) granting such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Brian K. Murphy
James B. Hadden, Trial Attorney (0059315)
Geoffrey J. Moul (0070663)
Joseph F. Murray (0060773)
Brian K. Murphy (0070654)
Jonathan P. Misny (0090673)
Murray Murphy Moul + Basil LLP
1114 Dublin Road
Columbus, OH 43215
Telephone: 614.488.0400
Facsimile: 614.488.0401
Email: hadden@mmmb.com
moul@mmmb.com
murray@mmmb.com
murphy@mmmb.com
misny@mmmb.com

Counsel for Plaintiff and the Settlement Sub-Classes

CERTIFICATE OF SERVICE

I hereby certify that on June 8, 2026, the foregoing was electronically filed with the Clerk of Courts via the CM/ECF System, which will send notification of such filing to all counsel of record.

/s/ Brian K. Murphy
Brian K. Murphy

EXHIBIT
1

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

VERITAS INDEPENDENT PARTNERS, LLC, on behalf of all others similarly situated, Plaintiff, v. THE OHIO NATIONAL LIFE INSURANCE COMPANY, et al., Defendants.	Case No. 1:18-cv-769-JPH Judge Jeffery P. Hopkins

DECLARATION OF BRIAN K. MURPHY IN SUPPORT OF CLASS COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES, EXPENSES, AND CLASS SERVICE AWARD

I, Brian K. Murphy, declare under penalty of perjury:

1. I make this Declaration in support of Class Counsel's Motion for an Award of Attorneys' Fees, Expenses, and Class Service Award (the "Motion"). I am a partner with the law firm of Murray Murphy Moul + Basil LLP ("MMMB" or the "Firm"), Class Counsel, and counsel of record for Plaintiff Veritas Independent Partners, LLC ("Plaintiff" or the "Representative Plaintiff") in the above-captioned action (the "Action"). Capitalized terms not defined herein have the meanings given in the Settlement Agreement and Release (the "Settlement Agreement") and in the Motion.

2. I am an attorney duly admitted to practice in Ohio and Illinois. I am over 18 years of age, I am competent to testify, and I make this Declaration based on my own personal knowledge and on the books and records of the Firm. If called upon, I could and would testify competently to the matters set forth herein.

3. In light of the risks inherent in complex class-action litigation, and based on my experience litigating and resolving class actions, it is my opinion that the Settlement is an excellent result for the Settlement Sub-Classes. The Settlement provides significant relief—recovery of 52.5% of the past and future trail commissions at the heart of this dispute—where the Settlement Sub-Classes' recovery, if any, would otherwise have been uncertain given Ohio National's vigorous contest of liability.

4. On November 8, 2018, Plaintiff filed this putative class action against Ohio National, alleging that Ohio National breached its form Selling Agreements with a class of broker-dealers by ceasing to pay trail commissions on certain ON Variable Annuities after terminating those agreements without cause, effective December 2018. Ohio National denied any breach, contending that the operative Selling Agreements and the incorporated commission schedules relieved it of any obligation to pay trail commissions following termination.

5. This Action was litigated intensively over the course of more than seven years. As reflected on the Court's docket, Class Counsel, among other things: conducted extensive fact and expert discovery; retained an expert to analyze Ohio National's commission data and quantify class-wide damages; defeated three dispositive motions directed at the merits—a motion for judgment on the pleadings and two separate motions for summary judgment; briefed and argued numerous discovery motions, evidentiary issues, and class-certification issues; and opposed Ohio National's motion for leave to appeal. (*See* Court's docket.) Class Counsel also caused Plaintiff to intervene, in pursuit of discovery, in related litigation against Ohio National pending in the United States District Court for

the District of New Jersey. *See UBS Fin. Servs., Inc. v. The Ohio Nat'l Life Ins. Co., et al.*, No. 2:18-cv-17191 (D.N.J.).

6. After nearly seven years of this sustained effort, the Parties participated in a mediation in Dallas, Texas, on October 8, 2025, before Jeffry S. Abrams, a highly experienced national mediator. The Settlement was reached only after that mediation and additional arm's-length negotiations over the ensuing five months. The Court granted preliminary approval of the Settlement on March 30, 2026. At all times, the negotiations were conducted at arm's length and in good faith, and the amount of Class Counsel's fees was not negotiated until after the substantive relief to the Settlement Sub-Classes had been agreed.

7. By the time the Parties reached agreement, both sides were well aware of the strengths and weaknesses of their respective positions and of the risks of continued litigation. While Plaintiff and Class Counsel believe the claims have merit, they recognize the expense, length, and uncertainty of litigating the contested meaning of the operative contract language through trial and any appeal, including the risk that the Settlement Sub-Classes could recover nothing. Based on that evaluation, it is my opinion that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Sub-Classes.

8. The finality and effectiveness of the Settlement are not conditioned on the Court awarding Class Counsel any particular amount of fees, costs, and expenses or on the Court awarding Plaintiff any particular Service Payment. (Settlement Agreement at 2.1.5, 2.1.6.)

9. MMMB served as Class Counsel and dedicated substantial resources to the prosecution of this Action over more than seven years. The Firm is particularly experienced in the litigation, certification, and resolution of complex class actions.

Qualifications of Counsel

10. I am a 1994 graduate of The Ohio State University College of Law. I was admitted to the Bar of Illinois in 1994 and the Bar of Ohio in 1999. I have been admitted to practice before numerous federal district and appellate courts and the United States Supreme Court, and from time to time I have appeared in other state and federal courts pro hac vice. I am in good standing in every court to which I am admitted. Since 1999, I have been a partner with Murray Murphy Moul + Basil LLP in Columbus, Ohio.

11. Joseph F. Murray is a 1994 graduate of The Ohio State University College of Law and was admitted to the Bar of Ohio in 1994 and the Bar of the Commonwealth of Pennsylvania in 2019. He has been admitted to practice before numerous federal district and appellate courts and the United States Supreme Court and has been a partner with the Firm since 1999.

12. Geoffrey J. Moul is a 1994 graduate of The Ohio State University College of Law and was admitted to the Bars of Illinois (1994), Ohio (1999), and Florida (2011). He has been admitted to practice before numerous federal district and appellate courts and the United States Supreme Court, and has been a partner with the Firm since 1999.

13. Jonathan P. Misny is a 2013 graduate of The Ohio State University College of Law and was admitted to the Bar of Ohio in 2013. He has practiced with the Firm since 2015, and a substantial portion of his practice involves prosecuting class actions.

14. A representative sampling of the class actions in which the Firm and I have participated is set forth below.

Securities Litigation

15. Murray Murphy Moul + Basil LLP has developed into one of the most experienced securities-litigation firms in the State of Ohio. Since 2011, the Firm has been a member of the Ohio Attorney General's Securities Panel, providing ongoing advice to that office concerning potential securities claims affecting Ohio's public pension funds, and the Firm has represented numerous Ohio public pension funds under both Republican and Democratic administrations since 2006. The following is a representative sampling of the securities cases in which the Firm has been involved:

In re Cardinal Health Securities Litigation (S.D. Ohio).
The Firm was co-counsel in this matter, which resulted in a $600 million settlement for the class—the largest securities class-action settlement in the history of the Sixth Circuit—approved by Judge Marbley on November 14, 2007.

In re Marsh & McLennan Cos., Inc. Securities Litigation (S.D.N.Y.).
The Firm was appointed co-counsel in this matter, in which the Public Employees' Retirement System of Ohio, State Teachers' Retirement System of Ohio, and Ohio Bureau of Workers' Compensation served as co-Lead Plaintiffs. The case settled for $400 million.

In re Abercrombie & Fitch Securities Litigation (S.D. Ohio).
The Firm was co-counsel in this PSLRA action. The Court certified the class, and a settlement of $12 million was reached.

Ohio Board of Deferred Compensation v. Pilgrim Baxter (D. Md.).
The Firm served as co-counsel in this securities class action concerning market-timing trading practices. The case settled for $31,538,600.

In re Bank of New York Mellon Foreign Currency Transaction Litigation (S.D.N.Y.).
The Firm represented the co-Lead Plaintiffs, the School Employees Retirement System of Ohio and the Ohio Police and Fire Pension Fund. The case settled for in excess of $500 million.

Anthony Basile, et al. v. Valeant Pharmaceuticals, et al. (C.D. Cal.).

The Firm represented the co-Lead Plaintiff, the State Teachers Retirement System of Ohio. The case settled in 2018 for $250 million—the largest settlement ever for a case based on insider-trading allegations.

Shenk v. Mallinckrodt PLC (D.D.C.).
The Firm represents the Lead Plaintiff, the State Teachers Retirement System of Ohio, in this securities class action which settled for $65.75 million.

Other Class Litigation Experience

16. The Firm has served as Lead Class Counsel in numerous other large class actions, including *Violette, et al. v. P.A. Days, Inc.* (S.D. Ohio 2004) and *Adkins v. Ricart Properties, et al.* (S.D. Ohio 2004), two certified class actions that together included over 100,000 class members; and served as Co-Lead Counsel in the certified class action *Mick v. Level Propane Gases, Inc*., 203 F.R.D. 324 (S.D. Ohio 2001). The Firm has also appeared in the United States Supreme Court in a putative class action arising in this District. *Household Credit Servs., et al. v. Pfennig*, 124 S. Ct. 1741 (2004).

17. The Firm has further served as Lead Counsel in class litigation resolved in favor of the classes, including *Downes v. Ameritech Corp*. (Cook Cnty., Ill.), *Bellile v. Ameritech Corp*. (Wayne Cnty., Mich.), *Gary Phillips & Assoc. v. Ameritech Corp*., 144 Ohio App. 3d 149, 759 N.E.2d 833 (Franklin Cnty., Ohio), and *Prestemon, et al. v. Echostar Communication and WebTV Networks* (Alameda Cnty., Cal. Super. Ct.). The Firm was also Co-Lead Counsel for a nationwide class in *Desai v. ADT Security Services, Inc*., No. 11-cv-01925 (N.D. Ill.), which recovered $15,000,000 in 2013.

18. Class Counsel has zealously represented Plaintiff and the Settlement Sub-Classes throughout this Action.

The Value of the Settlement to the Settlement Sub-Classes

19. Under the Settlement, Ohio National will create non-reversionary Settlement Funds equal to 52.5% of unpaid past trail commissions and will calculate and pay future settlement

payments equal to 52.5% of future trail commissions as they come due, all without any requirement that Settlement Sub-Class Members submit a claim. Based on data and estimates provided by Ohio National and its counsel, the past trail-commission Settlement Funds total approximately $21,905,075.22, and the Future Trail Commissions are estimated to be an additional amount of less than $20,000,000, for a total benefit estimated to exceed $40,000,000. These figures assume that all Settlement Sub-Class Members participate and none opts out; Class Counsel will provide an updated figure following the opt-out deadline. The total of Future Trail Commissions is inherently variable because such commissions are payable only until the underlying annuity is surrendered or annuitized, which is within the discretion of the customer.

Summary of Work Performed

20. Below, I summarize the nature of the work the Firm performed in the Action to demonstrate why Class Counsel's request for attorneys' fees and expenses is reasonable and should be approved.

21. I was involved in all major aspects of litigating this Action. Those efforts generally fell into the following categories: (a) pre-filing investigation and pleadings; (b) fact and expert discovery; (c) dispositive and other motion practice; (d) related litigation and intervention; (e) mediation and settlement; and (f) settlement administration and management.

22. I, along with Geoffrey J. Moul, oversaw the day-to-day prosecution of this Action and have reviewed the contemporaneous time records of the Firm's timekeepers in connection with preparing this Declaration. The purpose of that review was to confirm the accuracy of the time entries and the necessity for, and reasonableness of, the time and

expenses committed to the Action. I believe the time and expenses reflected herein are reasonable and were necessary to the effective and efficient prosecution and resolution of the Action and that the expenses are all of a type that would be charged to an hourly fee-paying client in the private legal market.

23. In total, through June 8, 2026, the Firm devoted in excess of 8,100 hours to the prosecution and resolution of this Action, resulting in a lodestar of approximately $5,204,162, calculated at the Firm's current customary hourly rates. Those rates are commensurate with the rates charged by attorneys of comparable experience, skill, and reputation in this District and in complex class litigation. A breakdown of the Firm's lodestar by timekeeper is set forth below:

Timekeeper	Title	Rate	Hours	Lodestar
Brian K. Murphy	Partner	$950	1315	$1,249,250
Geoffrey J. Moul	Partner	$950	1914	$1,818,300
Joseph F. Murray	Partner	$950	356	$338,200
Jonathan P. Misny	Associate	$450	3331	$1,498,950
Jennifer Hemenway	Associate	$350	101.75	$35,612
Mallory Benadum	Associate	$350	3	$1,050
Elle Gerwig	Law Clerk	$240	417	$100,080
Frank Bumb	Law Clerk	$240	21.5	$5,160
Sean Murphy	Law Clerk	$240	27.75	$6,660
Tiffany Kiely	Paralegal	$240	543.75	$130,500
Michelle White	Paralegal	$240	41	$9,840
Stacey Wayt	Paralegal	$240	44	$10,560
TOTAL			**8,115.75**	**$5,204,162**

24. Measured against the requested fee of approximately $7,301,684 attributable to the past trail-commission Settlement Funds, the Firm's lodestar reflects a modest multiplier of

approximately 1.4. Payment of the Future Trail Commissions over time will increase the effective multiplier, but in no event is it expected to exceed approximately 2.7—well within the range of multipliers regularly approved in this District and the Sixth Circuit. The categories of work the Firm performed are described below.

Pre-Filing Investigation and Pleadings

25. Before and in connection with filing the Action, the Firm investigated the facts, analyzed Plaintiff's and the putative class's Selling Agreements and the incorporated commission schedules, researched the potential claims, and drafted and revised the complaint and amended pleadings.

Fact and Expert Discovery

26. The Firm propounded and responded to written discovery; engaged in extensive meet-and-confer efforts and motion practice concerning discovery; reviewed and analyzed the documents and data produced by Ohio National and third parties; took and defended depositions, including a Rule 30(b)(6) deposition; and retained and worked with experts to analyze Ohio National's agreements and commission data and quantify class-wide damages.

Dispositive and Other Motion Practice

27. The Firm briefed, argued, and defeated three dispositive motions directed at the merits—a motion for judgment on the pleadings and two separate motions for summary judgment—and briefed and argued numerous discovery motions, evidentiary issues, and class-certification issues, as well as Ohio National's motion for leave to appeal.

Related Litigation and Intervention

28. The Firm caused Plaintiff to intervene, in pursuit of discovery, in related litigation against Ohio National pending in the United States District Court for the District of New Jersey, and litigated issues arising from that intervention.

Mediation and Settlement

29. The Firm prepared a mediation statement, participated in the October 8, 2025 mediation in Dallas, Texas before Jeffry S. Abrams, engaged in extensive arm's-length negotiations over the ensuing five months, and drafted and negotiated the Settlement Agreement and associated documents.

Settlement Administration and Management

30. The Firm prepared the preliminary-approval and fee papers, engaged and coordinated with the Settlement Administrator regarding the notice program, and has overseen and will continue to oversee implementation of the Settlement.

Additional Time

31. Based on my experience in prior class-wide litigation, I conservatively anticipate that the Firm will expend additional hours, beyond those itemized above, in preparing the motion for final approval, preparing for and attending the Final Approval Hearing, and overseeing the continued administration of the Settlement, including responding to Settlement Sub-Class Member inquiries.

Reasonable Expenses

32. The unreimbursed, out-of-pocket costs incurred by the Firm total $257,268 to date, all of which were reasonable and necessary to the effective litigation and resolution of this

Action, and all of which the Firm advanced at the risk of receiving nothing in return. The costs reasonably expended in this Action include the following:

Expense Category	**Amount**
Expert fees	$47,500
Mediation fees	$3,950
Electronic discovery / document hosting	$99,007
Computerized research databases	$80,016
Deposition and transcript costs	$5,773
Court filing, records and PACER fees	$8,361
Process server and witness fees	$720
Postage, FedEx and copy fees	$1,092
Travel	$10,807
Other necessary litigation expenses	$42
TOTAL	**$257,268**

33. The expenses incurred in this Action are reflected in the books and records of the Firm, which are prepared from receipts, invoices, check records, credit-card statements, and other source materials and are accurate records of the expenses incurred.

The Contingent Nature of the Representation

34. The Firm represented Plaintiff and the Settlement Sub-Classes on a purely contingent basis. (*See* Contingent Fee Agreement, attached hereto as Exhibit A.) The Firm invested a substantial amount of time and advanced a large amount of expenses during the more than seven years this matter was litigated, and it assumed the significant risk that it would recover nothing for either.

35. That risk was real and substantial. Ohio National contested liability from the outset, advanced a colorable contract-interpretation defense, moved for judgment on the pleadings and twice for summary judgment, and was represented by experienced and

well-resourced defense counsel—Zeiger, Tigges & Little LLP and Figari + Davenport, LLP. Had the litigation been unsuccessful, the Firm would have received nothing and would have absorbed the substantial expenses it advanced. In my experience, contingent class litigation of this kind frequently results in no recovery and no fee despite years of effort.

Plaintiff's Service to the Settlement Sub-Classes

36. Plaintiff Veritas Independent Partners, LLC served as the Representative of both Settlement Sub-Classes and devoted extensive time and effort to this Action over more than seven years. Among other things, Plaintiff brought the matter to the Firm's attention; assisted with the investigation and pleadings; submitted an affidavit in opposition to Ohio National's first motion for summary judgment (Doc. 16-1); responded to written discovery and produced documents; prepared for and gave a Rule 30(b)(6) deposition; frequently consulted with counsel regarding the many filings in the case; traveled to Dallas, Texas to participate in the mediation; and supported the Settlement. Without these efforts, the recovery for the Settlement Sub-Classes would not have been possible.

37. Plaintiff also assumed substantial financial risk by pursuing this matter as a class action rather than an individual one, as numerous other broker-dealers across the country elected to do. Plaintiff itself had only relatively modest losses, yet it was willing to delay its own recovery in order to obtain relief for the entire class, including many smaller broker-dealers without the resources to pursue individual claims. The other named plaintiff, Avantax Investment Services, Inc., dropped out of the Action after nearly seven years (Doc. 167), making Plaintiff's sustained commitment critical to obtaining the relief

reflected in the Settlement. In my opinion, the requested $50,000 Service Payment is reasonable in light of Plaintiff's contributions and the substantial benefit obtained for the Settlement Sub-Classes.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 8th day of June, 2026 in Columbus, Ohio.

/s/ Brian K. Murphy
Brian K. Murphy

EXHIBIT
A

CONTINGENT FEE AGREEMENT

I, Debra Shannon, on behalf of myself and Veritas Independent Partners, LLC, hereby retain the law firm of Murray Murphy Moul + Basil LLP, as well as other lawyers they may need to associate with (collectively "the Attorneys"), to perform the legal services described below. The attorneys agree to perform these Services faithfully and with due diligence.

1. The Attorneys will investigate potential grounds for a class action suit to be filed in an appropriate venue against Ohio National Financial Insurance Company and its affiliates (the "Class Action Claims"). The Attorneys make no guarantees or assurances with respect to the outcome of such a class action suit.

2. I agree to be named by the Attorneys as a class representative in a suit asserting the Class Action Claims. I understand that as a class representative we represent the interests of the entire class of affected businesses consumers, and not just my own interest. I agree to cooperate fully in any discovery that is permitted of the class representatives, including the production of any documents. My Attorneys will take all reasonable steps to minimize the inconvenience to me of such discovery. I understand that, at the Attorneys' discretion, other individuals or businesses may also serve as additional class representatives. I understand that I must work with other class representatives to serve the best interests of all class members.

3. The Attorneys will advance all litigation costs and expenses that they determine are necessary for the investigation and prosecution of the Class Action Claims. I understand that the Attorneys will be reimbursed for these costs and expenses, but only from any money received in settlement or as a result of the entry of judgment.

4. I understand that any attorneys' fees for services rendered regarding the Class Action Claims will be contingent on a recovery from the defendant. I also understand and agree that any attorneys' fees for services will not exceed 33% of the net amount collected by settlement or judgment. I understand that in most class action cases the court reviews and awards appropriate attorneys' fees. I agree that any attorneys' fees for services incurred prosecuting this litigation may be paid directly by the defendant to the attorneys and/or paid from the amount recovered for the entire class. In the event that calculation of a fee on an hourly basis is needed for any purpose in the litigation I agree that it appropriate to use the then current version of the Laffey Matrix (http://www.laffeymatrix.com/see.html) to calculate the reasonable fee due counsel for their time on this matter.

5. I understand that I have no obligation to pay any attorneys' fees or costs except from amounts collected on my behalf and on behalf of the class or paid by Defendants. If class certification occurs, I understand that the court controls the terms and conditions concerning the payment of attorneys' fees and costs.

I have read fee agreement and agree to its terms and have signed it as my free act and deed this 7th day of November, 2018.

Debra Shannon

Debra Shannon/Veritas Independent Partners, ~~LLC~~

Geoffrey J. Moul
Murray Murphy Moul + Basil LLP