

2. Plaintiff Huff resides in Tulsa, Oklahoma and, basically, the subject life insurance contract was made in Tulsa, Oklahoma.

3. Defendant Metropolitan Life Insurance Company (MetLife) is an insurance company headquartered in New York, New York and conducts insurance business throughout the State of Oklahoma by selling and servicing various insurance products.

4. Defendant MetLife is or was at all times pertinent to this action Plaintiff Huff's life insurance carrier in Oklahoma and the carrier of others similarly situated who reside in Oklahoma, and possibly in other states.

5. Accordingly, Plaintiff Huff believes this Court has jurisdiction over the claims asserted in this action and venue is proper in Tulsa County, Oklahoma.

ALLEGATIONS OF FACT

6. Paragraphs 1 through 5 are incorporated by reference.

7. People buy life insurance for comfort and peace of mind.¹ Peace of mind for themselves, believing they are doing a good thing for those they leave behind by leaving them money through the life insurance they buy. Peace of mind for those they leave behind, so they know they will have the money to pay for funeral expenses, last days' medical expenses and possibly some more for living expenses for a while.

8. MetLife knows people seek the afore mentioned peace of mind. Therefore, it offers and sells life insurance to people under the premise that it will indeed give them that peace of mind. To illustrate this fact here are some quotes from MetLife's website advertising Life Insurance:

¹ Justices on Oklahoma's Supreme Court Agree: "When [a life] insurance policy is purchased, the customer is buying more than just the payment of a potential claim. ... The customer is buying comfort. The customer is buying peace of mind." Supreme Court Justice Taylor's specially concurring opinion, ¶4, in *Badillo v. Mid Century Ins. Co.*, 2005 OK 48, 121 P.3d 1080, 1110.

Emotional devastation from death is so difficult. Invest in life insurance so your family is taken care of financially. MetLife is here for them.

The average out-of-pocket cost for end-of-life and funeral expenses is over \$20,000.

It is also important to consider a policy that may cover all of your financial commitments, so your loved ones don't inherit unexpected costs they may not be able to cover on their own.

Most people buy life insurance with the same objective — to help keep your family financially secure if you're no longer around to provide for them.

<https://www.metlife.com/insurance/life-insurance/>

9. Lots of people believe MetLife's advertisements and buy life insurance from MetLife for the reasons advertised. In fact, years ago Plaintiff Huff bought life insurance from MetLife for those reasons.

10. Today, Plaintiff Huff is 78 years old and he is still an insured person under a MetLife Group Universal Life Insurance Policy. Huff holds Certificate Number: 95520-98867645711 of that policy. See attached Exhibit 1.

11. The "Policyholder" of the above referenced policy is: Trustee of the MetLife Group Insurance Trust. The Group Policy Number is: 32900-G. The "Employer" is: BP Corporation of North America Inc. And the Group No. is: 95520. The official "Trustee" is not known at this time but that information does not matter to this action. See attached Exhibit 2.

12. Payments for the life insurance coverage provided under the subject policy and noted certificate are paid by Huff. And the class of persons similarly situated pay for their own life insurance coverages provided under the subject policy as well.

13. In 2012 and before, Huff's monthly premium payment for his life insurance coverage was approximately \$200 a month. See attached Exhibit 1.

14. In 2013, Huff's monthly premiums increased to \$451.97 per month (more than doubling his monthly cost), and in October, 2013 Huff received notice from MetLife that his premiums would be increased again over a two year period, effective January 1, 2014. See attached Exhibit 3.

15. There was no information in the notice explaining why the premiums were being increased and no explanation has ever been provided to Huff.

16. Since January 1, 2012, Huff's premiums have been raised EVERY year by MetLife, not just over the next 2 year period as stated in MetLife's 2013 notice (Exhibit 3).

17. The increased premium amounts, under any reasonable standard, may be called – HUGE. The yearly premium increases have been as follows:

2012:	\$200.00 per month
2013:	\$451.97 per month (1 st increase as noted above in #14)
2014:	\$489.72 per month
2015:	\$537.50 per month
2016:	\$572.80 per month
2017:	\$715.80 per month
2018:	\$944.86 per month
2019:	\$1,196.45 per month
2020:	\$1,652.90 per month
2021:	\$1,943.04 per month

In summary, from 2012 to 2020, MetLife increased Huff's premiums by **Over 700%** and Without Any Explanation Why.

18. Upon information and belief, MetLife most likely has increased the premiums of its OLDER policyholders so drastically in order to force its older policy holders to allow their policies to lapse for non-payment of premiums. For, through such policy lapses MetLife can be released of its obligation to pay out the death benefits of its older customers and thereby increase its PROFITS.²

19. The information Plaintiff bases his belief and above paragraph 18 allegation on are other lawsuits that have been filed against other Life Insurance Companies. For example, see Exhibit 6 for an article about a lawsuit against Transamerica Life Insurance Co, which was filed in Federal Court in the Central District of California, Case No. 2:16-CV-01378. Another example of a similar lawsuit is filed in Federal Court in the District of Maryland (Baltimore Division) against Banner Life insurance Company. That case number is, Case No. 1:16-cv-00192. Plaintiff cannot know how similar this lawsuit may be in comparison to those lawsuits UNLESS and UNTIL MetLife hands over the information and documentation Plaintiff has requested and MetLife has refused to hand over.

20. For the first 6 years or so Huff, like most people would and should be able to do, simply trusted MetLife was being honest and fair with him and doing what was necessary and in accordance with the express and implied terms of his policy. He suspected no wrongdoing on the part of MetLife. That is to say, although the increased premium amounts became more and more difficult to pay, Huff paid them all the while trusting MetLife that the increases were honest, fair, and in accordance with the express and implied terms and principles of his policy.

² If so, this is a willful, malicious and egregious violation of the duty of good faith and fair dealing by MetLife because it amounts to impairing an insured's right (rather than ensuring) an insured's right to receive the benefits of the policy agreement. *See, Badillo*, 2005 OK 48, ¶26 citing *Christian*, 577 P.2d at 901 (An insurer has an "implied-in-law duty to act in good faith and fair dealing with the insured **to ensure that** the policy limits are received.), and *See, Silberg v. California Life Ins. Co.* (1974) 11 Cal.3d 452, 460, 113 Cal. Rptr. 711, & 521 P.2d 1103. (For the insurer to fulfill its obligation **not to impair the right** of the insured to receive the benefits of the agreement, it again must give at least as much consideration to the latter's interests as it does to its own.). [Emphasis Plaintiff's.]

21. In 2019, however, Huff realized that in the not-so-distant-future he would not be able to afford to pay the increased premiums. He began to worry about it and wonder what was going on – why were the big increases happening every year and were they truly honest, fair, and in accordance with the express and implied terms and principles of his policy?

22. In truth, as they would be for anyone, the increases in the premiums and paying them began causing Huff and his wife Grief, Anxiety, Worry and Hardship. Indeed, the *Peace of Mind* that having life insurance is intended for began to vanish.

23. MetLife encourages its customers and insured persons in just about all of its correspondence and billing statements and on its website to ask questions. On its website it provides a link to contact customer service advertising and promising:

Quick and easy access to MetLife customer support services and resources. ...

Contact Us. Talk to a MetLife customer service representative [now].

<https://www.metlife.com/support-and-manage/>

24. Therefore, it is clear MetLife has offered and AGREED, both expressly and impliedly, to answer customer questions and inquiries. And besides that, it is simply the polite thing to do. It is following the *Golden Rule* of doing to/for others what you would have them do to/for you, which insurance companies are required to do.³

³ Insurance companies must treat the insured's interest as it would treat its own. See, *Badillo*, 2005 OK 48, ¶26 & Taylor's opinion @ ¶5 ("... the insured's interests must be given faithful consideration and the insurer must treat a claim [or, an insured's request] ... as if the insurer alone were liable for the entire amount [or, as if the insurer itself was making a similar request] ..."); see also, *Badillo*, 2005 OK 48, ¶30 (... it was for the jury to consider the question – “would someone whose own financial health or life was at stake have acted in the manner that insurers did?”) and see, *Johansen v. California State Auto Assn. Inter-Ins. Bureau* (1975) 15 Cal.3d 9, 538 P.2d 744 (“The insurer, when [making decisions] must give at least as much consideration to the welfare of its insured as it gives to its own interests.”). And there you have it – The Golden Rule.

25. MetLife goes even farther than that, however. It brags that it conducts business **fairly** and **transparently**, and that it **puts customers first**. It brags that it always has and always will conduct business that way because doing so, they say, is “OUR LEGACY.”

For over 150 years MetLife has been in the business of insuring better futures for people around the world. ... [And] To this day, MetLife continues to conduct business **fairly** and **transparently**, always **putting our customers first** and staying true to **our legacy**.

https://www.metlife.com/content/dam/metlifecom/us/homepage/about-us/corporate-governance/codes-of-conduct/business-ethics/MLCode_BusinessEthics_Final.pdf

26. Thus, it is certainly reasonable for customers to interpret and trust MetLife’s representations – (a) statements about asking questions, and (b) invitations to call its customer service department, and (c) statements that customers are always put FIRST, and (d) bragging that it is MetLife’s LEGACY to conduct business FAIRLY and TRANSPARENTLY -- as being a promise, as being an express term of agreement to openly, honestly and completely answer their questions and inquiries, all of them and at any time.⁴

27. Furthermore, under the laws governing adhesion contracts, MetLife’s life insurance customers have the right under at least the implied terms of their insurance contracts to ask questions about and ask for documentation concerning their policies, especially concerning huge increases in their premiums that are a hardship to pay.

⁴ Supreme Court Justice Taylor’s concurring opinion in *Badillo v. Mid Century Ins. Co* agrees: “Through its **ADVERTISING**, the insurance company beckons the consumer to do business with it based upon slogans that [promise] ... the insurance company will look after its customer’s best interest ... “The insurance company promises the customer will be in good hands and treated with neighborly concern ... “Soothing and comforting music plays in the background of these **ADVERTISEMENTS** ... **“Based on these ADVERTISEMENTS, it is Only REASONABLE** for customers to rely on the insurance company [to treat them] with care and concern [for their] financial and legal interests.” *Badillo v. Mid Century Ins. Co.*, 2005 OK 48, ¶2-4, 121 P.3d 1080, 1110. [Emphasis Plaintiff’s].

28. It is perfectly reasonable for customers to want and expect that MetLife will and must (that is, that MetLife is required by at least implied contract terms, such as being FAIR & TRANSPARENT with them, to) answer their questions and provide any and all documentation related to their policies they might request.

29. And it is wholly unreasonable (in fact, it is deplorable) for MetLife and any other life insurance company doing business in Oklahoma to refuse to respond to customer questions and inquiries about huge increases in their premiums.

30. Furthermore, under the well-known and commonly accepted implied covenant and principles of good faith and fair dealing, MetLife has the duty and obligation to answer customer questions and to produce documentation supporting increases in the premiums they pile onto the backs of their OLDER customers, such as Huff (and those similarly situated).⁵

31. To date, Huff's counsel has contacted MetLife three 3 times requesting specific documentation supporting the Huge premium increases.

(a) On or about 11/01/2019 actuary expert Larry Stern, hired and paid by Plaintiff's counsel, made a Freedom of Information Law request to MetLife via the New York State Department of Financial Services. The request was for documentation Stern knows from knowledge and experience will answer the question of whether MetLife's increases of Plaintiff Huff's premiums are justified, fair and in accordance with the terms of the policy and common principles that govern such policies. MetLife responded to the request but knowingly and intentionally withheld all the documents stern needed to review in order to make a determination. Afterwards, Stern advised

⁵ "The duty of good faith and fair dealing of the insurance company does, in fact and law, involve more than simply paying a claim." *Badillo, Id.* – Justice Taylor's concurring opinion @ ¶10. [Emphasis Plaintiff's].

Plaintiff's counsel the only way to get the documents needed now would be to file a lawsuit.

(b) Not liking that course of action at that time (and still not "liking it" but here we are), Plaintiff's counsel instead wrote a polite letter to MetLife on February 18, 2020, asking for the documents. The letter is attached as Exhibit 4. **MetLife never responded.**

(c) On May 22, 2020, Plaintiff's counsel wrote a follow-up letter politely asking for the documents again. **MetLife never responded.**

32. Additionally (for a 4th time), after having already once filed this lawsuit on July 24, 2020 (Tulsa County Case No. CJ-2020-2296) and dismissed it on August 10, 2020, Huff's counsel exchanged several emails with MetLife's counsel in Oklahoma City. In at least one of those email exchanges the request to see the documents supporting the premium increases (without having to refile the lawsuit) was made again. And Plaintiff's counsel offered to see them either at MetLife's offices in New York or at its counsel's office in Oklahoma City. See Exhibit 7. Apparently, MetLife, declined the request and offer because Plaintiff's counsel never heard back otherwise.

33. Thus, MetLife has willfully and oppressively refused to answer Huff's questions and requests for documentation regarding the premium increases – FOUR TIMES.⁶

⁶ This is a clear violation of Oklahoma's statutes and, thus, a violation of the Rules of Good Faith & Fair Dealing, 12 O.S. §1250.4(C) (Every insurer, upon receipt of any pertinent written communication including but not limited to e-mail or other forms of written electronic communication, or documentation by the insurer of a verbal communication from a claimant which reasonably suggests that a response is expected, shall, within thirty (30) days after receipt thereof, furnish the claimant with an adequate response to the communication.).

See also, 12 O.S. §1250.5 (Any of the following acts by an insurer, if committed in violation of Section 1250.3 of this title, constitutes an unfair claim settlement practice exclusive of paragraph 16 of this section which shall be applicable solely to health benefit plans: (1) **Failing to Fully Disclose** to first party claimants, benefits, coverages,

34. Unbelievably, even knowing a lawsuit was imminent, MetLife has continued to refuse to provide any explanation and documentation in support of its increases of Plaintiff Huff's life insurance premiums.

35. Again, such behavior by MetLife, and any other life insurance company doing business in Oklahoma, is unreasonable, unconscionable and unacceptable. Especially, in light of MetLife's BRAGGING on its website that's its LEGACY is to conduct business FAIRLY and TRANSPARENTLY, and to put customers first.

36. It is not Fair and Transparent to withhold documents that will reveal the truth about the premium increases. It is not Putting Customers First piling premium increases onto customer backs without any explanation. Such behavior has caused Plaintiff and other customers grief, anxiety and hardship.

37. MetLife's Bad Faith and Unfair actions towards Plaintiff has stolen peace of mind from him and his wife. And no doubt of many others similarly situated too.

38. Actions speak louder than words. And MetLife's actions of not providing the documentation requested is a breach of contract and the promises and representations it makes to

Footnote 6 continued: or other provisions of any insurance policy or insurance contract when the benefits, coverages or other provisions are pertinent to a claim; and (2) **Knowingly Misrepresenting** to claimants pertinent facts or policy provisions relating to coverages at issue.). Emphasis Plaintiff's.

Withholding information regarding premium increases is an obvious Failure to Disclose but also amounts to Knowingly Misrepresenting pertinent facts and policy provisions as it implies - all is well and you can trust us that all is well because we're your insurance company and WE SAID SO. Arguably, providing no information is the same as providing misinformation. Misinformation is the same as misrepresentation.

customers through advertising, its website, statements and letters. And it is a breach of the implied contract terms of good faith and fair dealing as well.⁷

39. Upon information and belief, there are only two realistic explanations for such unconscionable behavior by an insurance company doing business in Oklahoma.

(a) MetLife knows it has done nothing wrong by increasing Plaintiff Huff's premiums so dramatically. It knows it is in the right. However, it takes the position that it is so Big, Rich and Powerful it does not have to explain anything to anybody. Especially not to OLD people living in a Podunk place like Oklahoma. MetLife does not care about its older customers. It does not care that huge premium increases are causing them anxiety and hardship. Why? Because old people are a liability. They will die soon and that means MetLife will have to pay out money soon, which will hurt profits (and corporate bonuses). Therefore, MetLife has, by taking the opposite approach to what good faith and fair dealing requires, ignored Huff showing no concern for him at all, and probably hoping he will let his policy lapse and then just go away and die.

OR

(b) More likely, MetLife knows it is dirty and is doing wrong and, therefore, is holding out as long as it can hoping Plaintiff Huff will get weary, discouraged and simply give up and go away. But IF not, MetLife most likely plans to try to squash

⁷ As Supreme Court Justice Taylor stated: "The duty of good faith and fair dealing of the insurance company does, in fact and law, involve more than simply paying a claim." And furthermore, he wrote: "**Based on these advertisements, it is only reasonable** for customers to rely on the insurance company [to treat them] with care and concern [for their] financial and legal interests." *Badillo v. Mid Century Ins. Co.*, 2005 OK 48, Justice Taylor's concurring opinion @ ¶2-4, & 10. [Emphasis Plaintiff's].

Plaintiff, the *little guy* who does not matter to MetLife anymore, with all the *legal shenanigans* its **multi BILLIONS of dollars** can buy.

40. MetLife's willful and utter disregard of Plaintiff Huff's welfare, feelings and his legal rights to have his questions answered and requests for documentation fulfilled is the sole cause of this lawsuit. This lawsuit is 100% MetLife's fault. **But For** MetLife's intentional and unreasonable bad faith treatment of Plaintiff, this lawsuit would not have been filed.

41. Accordingly, MetLife Deserves to be Punished. And the punishment should be severe enough to make MetLife feel it.

42. Furthermore, upon information and belief, MetLife is not permitted to increase the premiums of their policyholders without justification.

43. Furthermore, upon information and belief, MetLife is not permitted to withhold the information and documentation Plaintiff has requested regarding the huge increase in his premiums since 2012.

44. Furthermore, upon information and belief and given the subject circumstances, the Plaintiffs have the right to ask this Court to intervene and ORDER MetLife to hand over the documentation Plaintiff's' expert actuary needs to review in order to determine whether MetLife's huge premium increases are justified.

45. To be as clear as possible in stating what his allegations against MetLife are and the rules of law MetLife is violating, Plaintiff provides a summary from here. Plaintiff apologizes for the redundancy.

46. There are rules set down in case law that MetLife is required to follow and fulfill in the way it treats customers but has not done so in its dealings with Plaintiff. Plaintiff claims these rules show he has a right to receive the information and documentation MetLife has

withheld regarding the huge increases in his life insurance premiums, and that MetLife has breached its contract with Plaintiff and the duty to deal with him in good faith and fairly by not providing the information and documentation to him voluntarily. [All **emphasis** and [brackets] are Plaintiff's].

(A) Allegation:

Because of his contractual relationship with MetLife, Plaintiff has the right to come before this court complaining about MetLife's actions toward him and to allege MetLife has breached its contract with Plaintiff and breached the implied duty to engage in good faith and fair dealing with him. And, therefore, Plaintiff may and does claim extra contractual damages because of it.

Rule of Law:

"The claim by a life insurance beneficiary against the life insurance company is generally regarded as a first-party claim and the relationship between the insured and the insurer is one that rests in contract. Oklahoma [allows] extra-contractual damages in first-party insurance cases, for breach ... of an implied duty to engage in good faith and fair dealing." *Tolman v. Reassure America Life Insurance Co.*, 2017 OK CIV APP 15, ¶11, 391 P.3d 120, citing *Christian v. American Home Assurance Co.*, 1977 OK 141, 577 P.2d 899, at 905; *Trinity Baptist Church v. Brotherhood Mutual Ins. Services*, 2014 OK 106, ¶11, 341 P.3d 75, 79; and *Badillo v. Mid Century Ins. Co.*, 2005 OK 48, ¶26, 121 P.3d 1080, 1093.

"The implied covenant imposes obligations not only as to claims by a third party but also as to those by the insured." *Silberg v. California Life Ins. Co.* (1974) 11 Cal.3d 452, 113 Cal. Rptr. 711, 521 P.2d 1103.

(B) Allegation:

MetLife has completely ignored Plaintiff's request for an explanation of his policy premium increases and the supporting documentation for it. Such treatment of Plaintiff by MetLife is a breach of the duty to deal fairly with Plaintiff because such conduct can only be construed as willful and intended to be oppressive for the purpose of delaying

and/or avoiding Plaintiff's discovery of the truth as to why his premiums have been increased so drastically.

Rule of Law:

"The ... breach of a duty to deal fairly with an insured is an intentional tort and as such requires conduct by an insurer to be willful, malicious, or oppressive for the purposes of delaying or avoiding payment of the insured's claim." *Tolman*, 2017 OK CIV APP 15, ¶15 citing *Christian*, 577 P.2d at 905.

(C) Allegation:

MetLife has breached the implied-in-law duty to act in good faith and fair dealing with Plaintiff because, upon information and belief, (i) its huge increases of Plaintiff's premiums are designed to ensure death benefits are never paid out due to the lapse of the policy for non-payment of the high premiums, and (ii) its refusal to provide the requested information and documentation is designed to ensure Plaintiff never finds out for certain that (i) is true.

Rule of Law:

"An insurer has an "implied-in-law duty to act in good faith and fair dealing with the insured **to ensure that the policy limits are received.**" *Badillo*, 2005 OK 48, ¶26 citing *Christian*, 577 P.2d at 901.

(D) Allegation:

MetLife has breached the implied-in-law duty to act in good faith and fair dealing with Plaintiff because it has not provided any justifiable reason for its actions. In fact, it has provided no reason and no explanation at all for its actions because it has provided no response at all.

Rule of Law:

"The central issue [in a bad faith case] is whether the [party in breach] had a good faith belief in some justifiable reason for the actions it took or omitted to take that are alleged to be violative of the duty of good faith and fair dealing." *Embry v. Innovative Aftermarket Systems LP, LP, Twin City Fire Insurance Company and Hartford Fire*

Insurance Company, 2010 OK 82, ¶11; 247 P.3d 1158. *See also*, *Badillo*, 2005 OK 48, ¶28 citing *Buzzard v. McDaniel*, 1987 OK 28, 736 P.2d 157, 159.

And furthermore, “Every insurer, upon receipt of any pertinent written communication including but not limited to e-mail or other forms of written electronic communication, or documentation by the insurer of a verbal communication from a claimant which reasonably suggests that a response is expected, shall, within thirty (30) days after receipt thereof, furnish the claimant with an adequate response to the communication.” 12 O.S. §1250.4(C).

(E) Allegation:

MetLife has breached the implied-in-law duty to act in good faith and fair dealing with Plaintiff because its conduct toward Plaintiff as described herein is Unreasonable Conduct.

Rule of Law:

“The essence of an action for breach of the duty of good faith and fair dealing “is the insurer’s unreasonable ... conduct ...”” *Badillo*, 2005 OK 48, ¶28 citing *McCorkle v. Great Atlantic Ins. Co.*, 1981 OK 128, 637 P.2d 583, 587.

(F) Allegation:

MetLife has breached the implied-in-law duty to act in good faith and fair dealing with Plaintiff because it has knowingly and willfully failed and refused to live up to and fulfill its promises and representations it has made and continues to make in its Advertising, on its Website, and its other Published Materials.

Rule of Law:

The following statements are from Oklahoma Supreme Court Justice Taylor’s specially concurring opinion in *Badillo*. The opinion was agreed to and signed off on by two other Supreme Court Justices. *See, Badillo v. Mid Century Ins. Co.*, 2005 OK 48, 121 P.3d 1080, 1110:

- (i) “Insurance companies ... seeking to increase their market and customer base have turned to mass marketing of ... their policies just as other companies market soap and cars.” Justice Taylor’s concurring opinion @ ¶2.
- (ii) “Through its advertising , the insurance company beckons the consumer to do business with it based upon slogans that [promise] ... the insurance company will look after its customer’s best interest.” Justice Taylor’s concurring opinion @ ¶2.
- (iii) “The insurance company promises the customer will be in good hands and treated with ... neighborly concern. Soothing and comforting music plays in the background of theses advertisements.” Justice Taylor’s concurring opinion @ ¶ 2.
- (iv) “Based on these advertisements , it is **only reasonable** for customers to rely on the insurance company [to treat them] with care and concern [for their] financial and legal interests.” Justice Taylor’s concurring opinion @ 2.¶
- (v) “The insurance contract places more responsibility on the insurance company than just paying claims.” Justice Taylor’s concurring opinion @ ¶3.
- (vi) “When [a life] insurance policy is purchased, the customer is buying more than just the payment of a potential claim. ... The customer is buying comfort. The customer is buying peace of mind.” Justice Taylor’s concurring opinion @ ¶4.
- (vii) “The duty of good faith and fair dealing of the insurance company does, in fact and law, involve more than simply paying a claim.” Justice Taylor’s concurring opinion @ ¶10.

(G) Allegation:

MetLife has breached the implied-in-law duty to act in good faith and fair dealing with Plaintiff because its conduct toward Plaintiff as described herein amounts to a failure-to-refrain from doing anything to injure or impair the right of the other to receive the benefits of the agreement. In fact, upon information and belief, MetLife’s conduct is

designed to injure Plaintiff's right (and that of his beneficiary) to receive the benefits of the agreement he made with MetLife.

Rule of Law:

"The implied promise of all contracts requires each contracting party to refrain from doing anything to injure the right of the other to receive the benefits of the agreement." *Murphy v. Allstate Ins. Co.* (1976) 17 Cal.3d 937, 940, 132 Cal. Rptr. 424, 553 P.2d 584.

"For the insurer to fulfill its obligation **not to impair** the right of the insured to receive the benefits of the agreement, it again must give at least as much consideration to the latter's interests as it does to its own." *Silberg v. California Life Ins. Co.* (1974) 11 Cal.3d 452, 460, 113 Cal. Rptr. 711, 521 P.2d 1103.

(H) Allegation:

MetLife has breached the implied-in-law duty to act in good faith and fair dealing with Plaintiff because in its actions toward Plaintiff, MetLife is not giving at least as much consideration to Plaintiff's welfare and interests as it is giving to its own interests. In fact, it is apparent MetLife selfishly does not care in the least about Plaintiff's welfare and interests.

Rule of Law:

The insurer, when determining whether to settle a claim [or, determining whether to respond to an insured's request for information and documentation backing up premium increases], must give at least as much consideration to the welfare of its insured as it gives to its own interests. *See, Johansen v. California State Auto Assn. Inter-Ins. Bureau* (1975) 15 Cal. 3d 9, 123 Cal. Rptr. 288, 538 P.2d 744.

For the insurer to fulfill its obligation **not to impair** the right of the insured to receive the benefits of the agreement, it again must give at least as much consideration to the latter's interests as it does to its own. *Silberg v. California Life Ins. Co.* (1974) 11 Cal.3d 452, 460, 113 Cal. Rptr. 711, 521 P.2d 1103.

(I) Allegation:

By not being polite and helpful to Plaintiff by voluntarily providing the information and documentation requested regarding the huge premium increases of his policy, MetLife has breached its duty to treat Plaintiff fairly and in good faith. Why? Because fulfilling the duty of good faith and fair dealing requires more than just sitting around doing nothing but taking money from insureds while waiting to possibly pay a claim someday.

Rule of Law:

“The duty of good faith and fair dealing of the insurance company does, in fact and law, involve more than simply paying a claim.” *See, Badillo v. Mid Century Ins. Co.*, 2005 OK 48, Justice Taylor’s concurring opinion @ ¶10.

(J) Allegation:

MetLife has breached its duty to treat Plaintiff fairly and in good faith by its intentional and willful disregard of Plaintiff’s requests of information and documentation regarding the huge increase in his premiums.

Rule of Law:

12 O.S. §1250.4(C) (Every insurer, upon receipt of any pertinent written communication including but not limited to e-mail or other forms of written electronic communication, or documentation by the insurer of a verbal communication from a claimant which reasonably suggests that a response is expected, shall, within thirty (30) days after receipt thereof, furnish the claimant with an adequate response to the communication.).

See also, 12 O.S. §1250.5 (Any of the following acts by an insurer, if committed in violation of Section 1250.3 of this title, constitutes an unfair claim settlement practice exclusive of paragraph 16 of this section which shall be applicable solely to health benefit plans: (1) **Failing to Fully Disclose** to first party claimants, benefits, coverages, or other provisions of any insurance policy or insurance contract when the benefits, coverages or other provisions are pertinent to a claim; and (2) **Knowingly Misrepresenting** to

claimants pertinent facts or policy provisions relating to coverages at issue.).⁸ Emphasis Plaintiff's.

(K) Allegation:

MetLife has breached the implied-in-law duty to act in good faith and fair dealing with Plaintiff because it has knowingly and willfully failed and refused to follow the *Golden Rule* in its treatment of Plaintiff and his beneficiary(s).

Rule of Law:

It is the duty of the insurance company to follow the *Golden Rule* in its interactions with its insured customers. That is, the insurance company must treat the insured's interest as it would treat its own. See, *Badillo*, 2005 OK 48, ¶26 & Taylor's opinion @ ¶5 ("... the insured's interests must be given faithful consideration and the insurer must treat a claim [or, an insured's request] ... as if the insurer alone were liable for the entire amount [or, as if the insurer itself was making a similar request] ..."); and see, *Badillo*, 2005 OK 48, ¶30 (... **it was for the jury to consider the question – "would someone whose own financial health or life was at stake have acted in the manner that insurers did?"**) and see, *Johansen v. California State Auto Assn. Inter-Ins. Bureau* (1975) 15 Cal.3d 9, 538 P.2d 744 ("The insurer, when [making decisions] must give at least as much consideration to the welfare of its insured as it gives to its own interests.").

47. Applying the *Golden Rule* causes questions to arise. For example, if MetLife's employee health insurance providers suddenly began increasing MetLife's monthly payments drastically, up to over 700%, **would MetLife request an explanation and expect to be able to see documentation the provider is basing the increases on?** Of course it would. Yet it refuses

⁸ Arguably, the withholding of information and documentation regarding premium increases is a **Failure to Disclose** under §1250.5, but it also amounts to **Knowingly Misrepresenting** pertinent facts and policy provisions to policy holders as it implies - all is well and you can trust us that all is well because we're you insurance company and WE SAID SO. Providing no information is misinformation. Misinformation is misrepresentation.

to do the same for Plaintiff, which is a violation of its duty to treat Plaintiff's interests as if they were solely MetLife's interests.

48. Defendant MetLife, by mostly just ignoring Plaintiff, his questions and requests for documentation, has acted wilfully, with an intent to oppress, and in conscious disregard of the rights of its insured.

49. Thus, MetLife has breached its duty to engage in good faith and fair dealing with Plaintiff Huff by forcing him to file this lawsuit in order to obtain the documents needed to ascertain whether MetLife has justifiably OR unjustifiably raised his life insurance premiums by over 700%.

50. Finally, the following additional three rules of law are applicable to this case and should be kept in mind.⁹

(A) **The Question Of The Reasonableness Of The Insurer's Conduct Always Goes To The Jury.** *See, Badillo v. Midcentury Insurance Company*, 2005 OK 48, 121 P.3d 1080 (Okla. 2005) *citing McCorkle v. Great Atlantic Ins. Co.*, 1981 OK 128, 637 P.2d 583, 587, ("The essence of the intentional tort of bad faith with regard to the insurance industry is the insurer's unreasonable, bad faith conduct, ... and if there is conflicting evidence from which different inferences may be drawn regarding the reasonableness of insurer's conduct, then what is reasonable is always a question to be determined by the trier of fact by a consideration of the circumstances in each case."); *and see, Badillo*, 2005 OK 48, ¶3 ("In plain language, we are not allowed to substitute our judgment for that of the jury merely because we would have decided or viewed disputed material questions differently from the jury.").

⁹ Also worthy of note is Judge Terrence Kern cited many of the rules Plaintiff has cited herein in the published opinion of *Tomlinson v. Combined Underwriters Life Insurance Company*, 708 F.Supp.2d 1284 (N.D. OK 2010).

(B) **No "Evil Intent" Is Required For An Action To Be Deemed As Bad Faith.** *Timmons v. Royal Globe Insurance Company*, 1982 OK 97, 653 P.2d 907, 914 ("The gravamen of a *Christian*-type tort is failure to deal fairly and in good faith. Failure to abide by the implied duty imposes liability. The trial court did not err in refusing the requested instruction because to limit recovery in [bad faith] actions to "an actual existing evil intent to mislead or deceive" limits recovery substantially beyond that required proof of failure to deal fairly and in good faith.").

C. **Mental Suffering Need Not Be "Severe" Nor The Conduct To Be "Outrageous."** *Timmons v. Royal Globe Insurance Company*, 1982 OK 97, 653 P.2d 907, 916 ("... where mental suffering is alleged to be one of the items of damage resulting from an otherwise actionable transgression, recovery of damages for that aggravation does not require either "severe" mental distress or "outrageous" conduct to be actionable. The damages sought for mental suffering are but one element of damage sought for failure to deal fairly and in good faith.").

CLASS DESCRIPTION & ALLEGATIONS

51. Plaintiff Huff incorporates all preceding allegations and information as if fully set forth herein.

Please Note: Plaintiffs do not intend to ask the Court to certify the class unless and until (a) any dispositive motion filed by Defendant is ruled upon in their favor, and (b) information supporting a class action is obtained through discovery. This section is intended to simply give notice to the Court and Defendant of Plaintiff's intentions and to reserve the right to amend this Petition later and/or to file a motion to certify the class. Thus, the class description and allegations will be provided at a later date if and when appropriate. Furthermore, should the evidence discovered

support a class action, this case will be handed off to a law firm big enough to handle it and already experienced in class action lawsuits.

**ANTICIPATED PHASES OF
THE LITIGATION OF THIS MATTER**

52. Plaintiff Huff incorporates all preceding allegations and information as if fully set forth herein.

Please Note: Huff anticipates two phases of this action - one starting now and a possible second phase starting after phase one. **Phase one** is primarily to obtain the documentation needed by an expert actuary to determine whether the premium increases discussed above are reasonable and supportable by experience. But also, and additionally, to prosecute the claim that MetLife's outright refusal to provide the answers and documentation Huff requested before this action was filed amounts to a breach of contract and a breach of the implied duty and obligation of good faith and fair dealing it owes to Huff.

Phase two - the prosecution of Huff's breach of contract and bad faith claims individually and in behalf of the class for unjustified and unsupported premium increases - will begin only if Plaintiff's expert actuary finds, through review and analysis of the documents obtained during phase one, that the premium increases over the last 8 years or so were unjustified and unsupported under standards commonly accepted and followed in determining whether such premium increases are/were reasonable and supportable by experience.

FIRST CLAIM FOR RELIEF
Order to Produce Documentation

53. Plaintiff Huff incorporates all preceding allegations and information as if fully set forth herein.

54. Clearly, the express and implied terms of the subject life insurance contract requires MetLife to provide thorough and complete explanations for increases in premiums it charges customers to maintain their life insurance coverage, including answering questions and providing documentation requested.

55. MetLife has, to date, unreasonably and shamefully refused to do so.

56. Plaintiff has nowhere else to turn but this Court to try to obtain the documentation his expert actuary needs to determine whether MetLife's huge premium increases are justified.

57. Accordingly, Plaintiff requests an Order from the Court requiring MetLife to turn over all the documentation listed in Exhibit 5 of this Petition and in Plaintiff's first set of discovery requests that were delivered with the Petition and Summons, and whatever other relief the Court may grant them against MetLife for its unreasonable and deplorable refusal to do so to date.

SECOND CLAIM FOR RELIEF

Breach of Insurance Contract

58. Plaintiff Huff incorporates all preceding allegations and information as if fully set forth herein.

59. The subject life insurance contract requires MetLife, at least implicitly due to rules governing adhesion contracts and other applicable implied terms, to follow the *Golden Rule* and, thus, to be helpful and courteous to their customers by providing thorough and complete explanations for increases in premiums it charges customers to maintain their life insurance coverage, including answering questions and providing documentation requested.

60. When MetLife utterly and totally failed and refused to provide a thorough and complete explanation for the increases in premiums charged to Huff by refusing to answer his questions and requests for applicable documentation, MetLife breached its contract with Huff.

61. As a direct result of MetLife's breach of contract Plaintiff(s) have suffered the loss of time and money, mental and emotional distress, anxiety, embarrassment, and possibly unjustified financial expenses and hardship. Accordingly, Plaintiff(s) seek damages for breaches of contract and whatever other relief, such as their litigation costs and attorney fees, the Court may grant them against MetLife.

THIRD CLAIM FOR RELIEF

Breach of the Implied Duty of Good Faith and Fair Dealing

62. Plaintiff Huff incorporates all preceding allegations and information as if fully set forth herein.

63. Clearly under laws governing adhesion contracts, such as a life insurance policy contract, MetLife has the duty and obligation to act in good faith and deal fairly with its insured customer, Huff (and others similarly situated).

64. To fulfill that duty of good faith and fair dealing, MetLife was required to provide thorough and complete explanations for increases in premiums Huff had to pay to have and maintain his life insurance coverage, including answering questions and providing documentation requested.

65. When MetLife failed and refused to provide a thorough and complete explanation for the increases in premiums charged to Huff by refusing to answer Huff's questions and requests for applicable documentation, MetLife breached its duty of good faith and fair dealing it owes to Huff.

66. As a direct result of MetLife's breach of the duty of good faith and fair dealing, Plaintiff(s) have suffered the loss of time and money, mental and emotional distress, anxiety, embarrassment, and financial hardship. Accordingly, Plaintiff(s) seek damages and punitive

damages and whatever other relief, such as their litigation costs and attorney fees, the Court may allow them against MetLife for its Bad Faith treatment of Plaintiff Huff (and others similarly situated).

POSSIBLE ADDITIONAL CLAIMS FOR RELIEF

- (A) Fraud/Constructive Fraud (Reserved - Phase 2)
- (B) Breach of Contract for Unjustified Premium Increases (Reserved- Phase 2)
- (C) Breach of Covenant of Good Faith & Fair Dealing for Unjustified Premium Increases & Fraud (Reserved - Phase 2)

67. Plaintiff Huff incorporates all preceding allegations and information as if fully set forth herein.

68. Allegations of fact regarding Unjustified &/or Fraudulent Premium Increases & Bad Faith associated with them, if any, are hereby reserved until after the requested documents are produced and analyzed.

PUNITIVE DAMAGES

69. The intentional, wanton and reckless disregard of Huff's rights by MetLife has been conducted knowingly and willfully. There can be no reasonable doubt that MetLife has been acting selfishly for its own financial gains without regard to how it impacts Huff's life (and death).

70. MetLife has acted intentionally, maliciously, and/or in reckless disregard of Huff's rights and those of his beneficiary(s). Such actions have been and will be detrimental to Huff (and others similarly situated)

71. Accordingly, MetLife should be punished severely by allowing Huff (and others similarly situated) to recover punitive damages against and from MetLife.

RESPONDEAT SUPERIOR

72. Defendant MetLife is a business entity that can only act through its officers, employees and other individual agents. Any act or omission of MetLife's officers, employees or other agents is an act or omission of MetLife.

73. Therefore, if any employee, officer or other agent of MetLife is found to have harmed Huff in any way as alleged herein, MetLife is liable to Huff (and others similarly situated) for their injuries and damages.

REQUESTED RELIEF

74. **WHEREFORE**, Plaintiff Huff, individually and in behalf of others similarly situated, respectfully requests the following in this **first phase** of the case:

(A) An Order from the Court ordering MetLife to produce for Plaintiff's review and analysis all of the documents Plaintiff has previously requested several times. Although MetLife already knows exactly what documents Plaintiff wants and needs, the documents wanted and needed are listed in the attached Exhibit 5 and in a first set of discovery requests delivered with this Petition.

(B) Plaintiff respectfully requests judgment against MetLife for an amount in excess of the amount required for diversity jurisdiction under §1332 of Title 28 of the United States Code, plus interest, costs, attorney fees, punitive damages and any other relief the Court deems appropriate, for mental and emotional stress, financial hardship and other losses due to:

(i) MetLife's breach of express and implied contract terms by its failure and wholly unreasonable refusal to provide answers to Plaintiff's questions and the documents requested, and

(ii) MetLife's breach of the implied covenant of good faith and fair dealing by its failure and wholly unreasonable refusal to provide answers to Plaintiffs questions and the documents requested.

JURY TRIAL REQUEST RESERVED.
ATTORNEY'S LIEN CLAIMED.

Respectfully submitted,

_____/s/Jeffrey Martin_____

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