EXHIBIT A

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May 29, 2024

New York Life Insurance Company
c/o James O. Fleckner
Goodwin Procter, LLP
100 Northern Avenue
Boston, MA 02110

Re: Statement of Independent Fiduciary – Settlement of *Krohnengold v. New York Life Insurance Company et al*, Docket No. 1:21-cv-01778 (S.D.N.Y. Mar 02, 2021)

This statement is made by Newport Trust Company, LLC ("Newport Trust") in its capacity as independent fiduciary for New York Life Insurance Employee Progress-Sharing Investment Plan and the New York Life Insurance Company Agents Progress-Sharing Plan (the "Plans") in connection with the proposed settlement (the "Settlement") of *Krohnengold v. New York Life Insurance Company et al*, Docket No. 1:21-cv-01778 (S.D.N.Y. Mar 02, 2021) (the "Litigation").

Newport Trust was engaged by New York Life Insurance Company (the "Company") on behalf of the Plans pursuant to U.S. Department of Labor Prohibited Transaction Class Exemption 2003-39, as amended, 75 Fed. Reg. 33,830 (June 15, 2010) (the "Class Exemption"), to serve as the independent fiduciary for the Plans for the limited purpose of determining whether to authorize the Plans' participation in the Settlement as described below. Newport Trust has extensive experience in serving in the capacity of an independent fiduciary on behalf of employee benefit plans in connection with the settlement of litigation, and is closely familiar with the fiduciary obligations imposed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

The Class Exemption permits a plan subject to ERISA, such as the Plans, to release a claim against a party in interest in exchange for consideration, provided certain requirements are met. Among these requirements is the authorization of the plan's participation in the settlement by a fiduciary that "has no relationship to, or interest in, any of the parties involved in the litigation, other than the plan, that might affect the exercise of such person's best judgment as a fiduciary." The Class Exemption is designed to ensure that, subject to court approval, a party that is independent of the plan sponsor (here, a defendant in the Litigation) represents the plan's interests in settling a claim. Absent the Class Exemption, an ERISA plan's entry into such a settlement could be a prohibited transaction under Section 406 of ERISA, 29 U.S.C. §1106.

In accordance with the conditions of the Class Exemption, Newport Trust may authorize the Plans' participation in the Settlement if the Settlement satisfies the applicable conditions of the Class Exemption including that: (i) the terms of the Settlement, including the scope of the release of claims; the amount of cash and the value of any non-cash assets and other consideration received by the Plans and the amount of the attorneys' fees and other amounts paid from the recovery, are

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reasonable in light of the Plans' likelihood of full recovery, the risks and costs of litigation, and the value of claims foregone; (ii) the terms and conditions of the transaction are no less favorable to the Plans than comparable arms-length terms and conditions that would have been agreed to by unrelated parties under similar circumstances; and (iii) the transaction is not part of an agreement, arrangement, or understanding designed to benefit a party in interest.

Consistent with the requirements of the Class Exemption: (i) Newport Trust has no relationship to, or interest in, any of the parties involved in the Litigation that might affect the exercise of its best judgment as an independent fiduciary; (ii) the terms of the Settlement are specifically described in a written settlement agreement; (iii) Newport Trust has acknowledged in writing that it is a fiduciary on behalf of the Plans with respect to the Settlement; and (iv) Newport Trust will maintain or cause to be maintained for a period of six years the records described in the Class Exemption.

In making the determinations described above and deciding whether to accept or reject the Settlement on behalf of the Plans, Newport Trust is required to act in accordance with the fiduciary responsibility standards of ERISA. Consistent with the Class Exemption, Newport Trust can authorize the Settlement on behalf of the Plans if, after a review of the Settlement, Newport Trust concludes that the chances of obtaining any further relief for the Plans from the settling defendants are not justified by the expense and risk involved in pursuing such relief. In determining whether the Settlement is reasonable in light of the Plans' likelihood of full recovery, the risks and costs of litigation, and the value of claims foregone, Newport Trust is obligated to weigh these factors pursuant to a prudent decision-making process, given the facts and circumstances of the Litigation.

Newport Trust primarily considered the merits of the parties' claims and their respective arguments; the amount of cash consideration paid and other consideration provided for in connection with the Settlement; and the terms of the Settlement, including but not limited to the scope of the release, the plan of allocation, and the amount of legal fees requested by Plaintiffs' counsel.

In fulfilling its responsibilities and in evaluating the reasonableness of the Settlement, Newport Trust has taken the following actions:

1. Reviewed court documents and other information and documents in the Litigation that it deemed relevant;
2. Interviewed counsel for the parties;
3. Evaluated the strengths and weaknesses of the legal and factual arguments on which the Litigation was based;
4. Reviewed and analyzed the terms of the Settlement, including but not limited to the Settlement consideration and the scope of the Settlement release;
5. Reviewed the plan of allocation proposed by the parties; and
6. Reviewed **draft** Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses, and Class

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Representative Service Awards[1].

Based on its evaluation of the relevant documents and information associated with the class action and the Settlement, and taking into account the fiduciary obligations imposed by ERISA, Newport Trust has concluded, consistent with the requirements of the Class Exemption, that: (i) the Settlement terms, (i) the Settlement terms, including the scope of the release of claims, the $19,000,000 Settlement amount and non-monetary relief provided for in the Settlement, and the amount of any attorneys' fee award or any other sums to be paid from the recovery (presuming there are no material changes to the draft Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards provided for Newport Trust's review), are reasonable in light of the Plans' likelihood of full recovery, the risks and costs of litigation, and the value of claims foregone; (ii) the terms and conditions of the transaction are no less favorable to the Plans than comparable arms-length terms and conditions that would have been agreed to by unrelated parties under similar circumstances; and (iii) the transaction is not part of an agreement, arrangement, or understanding designed to benefit a party in interest.

As a result, Newport Trust has determined that the Plans should not object to the Settlement or any portion thereof, including but not limited to the requested attorneys' fees and costs, and as such authorizes the Plans' participation in the Settlement.

Very truly yours,

By: William E. Ryan III
Name: William E. Ryan III
Title: CEO, President and Chief Fiduciary Officer

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[1] The Plaintiffs' motion is due to the Court after the date Newport's determination is due pursuant to the requirements of the Settlement Agreement; Plaintiffs' counsel provided a draft of this motion for Newport's review.