
Pacific Life's Motion to Dismiss the Busch's Suit: Excerpts

By Editorial Staff Tue, Feb 3, 2026

Pacific Life's motion to dismiss the Busches' complaint against it was filed January 22, 2026 in U.S. District Court, Western District of North Carolina, by the law firms of Carlton Fields in Washington, D.C. and Parker Poe Adams & Bernstein in Raleigh, NC.

On January 22, 2026, Pacific Life's attorneys, Carlton Fields in Washington, D.C. and Parker Poe Bernstein Adams & Bernstein in Raleigh, NC, filed a [motion to dismiss](#) Kyle and Samantha Busch's complaint against Pacific Life in U.S. District Court, Western District of North Carolina, Statesville Division.

Below are excerpts from that motion (bold-face emphasis added):

Surrounded by **their own team of financial and legal advisors**, the Busches applied for multiple high-dollar life insurance policies from Pacific Life, attesting that each policy "as applied for" would "meet [their] insurance needs and financial objectives" based on their "income, net worth," and other factors. [See infra p. 7.]

Plaintiffs agreed that **they and their producer, not Pacific Life**, were "responsible for ensuring that the policy meets [their] insurance needs and financial objectives." [Id.]

Plaintiffs **signed policy illustrations** indicating they intended to pay planned premiums and hold the policies over 30 years through age 70 and beyond, but instead of keeping the policies long enough to capitalize on their growth potential, Plaintiffs **failed to timely pay planned premiums, failed to monitor allocation of their policy values between indexed and fixed accounts, and surrendered the policies or allowed them to lapse.**

Rather than accept responsibility for their own decisions, Plaintiffs now attempt to blame their negative outcome on **the UL product, a product approved by insurance regulators in every state** and purported oral promises that are directly contradicted by express written disclosures they acknowledged and signed.

The Complaint here is filled with inflammatory and disingenuous rhetoric, but none of it shows any wrongful conduct by Pacific Life. For example, the Complaint includes part of an Illustration for Plaintiffs' 2022 \$25.3 million Policy [Compl. 197] and admits **it fully discloses charges** against premium over a 10-year period and shows the resulting cash value each year.

Yet Plaintiffs inexplicably contend they could not understand “the true economic impact of the transaction.” [Id. 9 100.] Plaintiffs repeatedly complain about a so-called “compensation-driven” policy design allegedly based on “concealed internal mechanics” [id. 9 40], **commissions that they mischaracterize as “excessive compensation”** [id. 9 44], and “inflated” premiums that Plaintiffs themselves established. [Id. 991 44, 78, 80, 83-84, 112.]

But given the detail in the illustrations, **Plaintiffs were fully capable of evaluating the economics of their Policies**, and there is no support for their allegation that they could not evaluate the “real-world operation of the policies.”

In sum, Plaintiffs made choices reflected in their Applications, Policies, and Illustrations that **they desired high-face amount policies they would keep through retirement**, and intended to make timely premium payments with accumulated policy values allocated to Indexed Accounts tracking the S&P 500.

Despite access to a team of their own professional advisors, **Plaintiffs failed to manage their Policies** and now proffer a series of baseless claims that ignore clear, repeated, and explicit disclosures that illustrated values were “not guaranteed” and that the Policies would not be “paid up” after five annual premium payments.

While the Policies were in force, **Plaintiffs had as much as \$90 million of valuable insurance coverage on the life of Kyle Busch** while he engaged in an ultrahazardous activity (plus insurance on Ms. Busch). There is no legal basis to provide Plaintiffs with a massive windfall by refunding all of their premiums. The claims against Pacific Life should be dismissed with prejudice.

Contrary to the Complaint, **nowhere do the Illustrations show withdrawals from the Policies of “tax-free income for life.”** [Compl. 9 212.] Rather, the Feb. 2018 Illustration, on a non-guaranteed basis, shows tax-free loans of \$710,929 being taken from the accumulated policy value beginning in policy year 19, when Kyle Busch would be 51 years old, and ending in policy year 38, when he would be 70 years old. [Ex. F-2 to F-3.]

Similarly, the Jan. 2020 Illustration, on a non-guaranteed basis, shows **anticipated loans of \$786,724 being taken from the accumulated policy value beginning in policy year 17, when Kyle Busch would be 51 years old, and continuing through policy year 46, when he would be 80 years old.** [Ex. 1-2 to 1-3.]

Plaintiffs filed this action on October 14, 2025. **The statute of limitations for negligence with respect to Plaintiffs’ 2018 and 2020 Policies expired in 2021 and 2023,**

respectively, three years after they received their Policies and Illustrations. Plaintiffs applied for their 2022 Policy on April 18, 2022 [Ex. E-100] and should have been aware of the alleged misrepresentations based on their four prior Policies. All of Plaintiffs' negligence claims are time-barred. [15]

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