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FILED
ALAMEDA COUNTY
FEB 13 2018
CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

ATTORNEYS FOR PLAINTIFF

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

BARBARA LARSON, Individually and On
Behalf Of All Others Similarly Situated,

Plaintiff,

vs.

JOHN HANCOCK LIFE INSURANCE
COMPANY (U.S.A.),

Defendant.

Case No.: RG16813803
~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Hearing date: February 13, 2018
Time: 3:00 pm
Reservation No: R-1923808
Dept: 23
Judge: Hon. Brad Seligman
Action filed: April 29, 2016

1 WHEREAS, on February 11, 2018, Plaintiff Barbara Larson ("Larson" or "Plaintiff"), on
2 behalf of the certified class of Flex V2 policy owners, and Defendant John Hancock Life
3 Insurance Company (U.S.A.) ("John Hancock") entered into a First Amended Joint Stipulation
4 and Settlement Agreement ("Agreement") intended to resolve this litigation.

5 WHEREAS, the Agreement, together with the exhibits attached thereto, sets forth the
6 terms and conditions for a proposed settlement of this Action against John Hancock, upon the
7 terms and conditions set forth therein;

8 WHEREAS, the Court has before it Larson's Motion for Preliminary Approval of Class
9 Action Settlement, which John Hancock does not oppose, filed on February 6, 2018, together
10 with exhibits and supporting materials and Larson's Supplement to the Motion, filed February
11 13, 2018;

12 WHEREAS, on February 13, 2018, the Court held a hearing with respect to the proposed
13 Settlement of this Action;

14 WHEREAS, having reviewed Larson's Motion, memorandum in support of the Motion,
15 the Supplement to the Motion and the accompanying evidence, the Court is satisfied that the
16 Settlement set forth in the Agreement was the result of good faith, arm's-length negotiations
17 among the competent and experienced counsel for both Larson and John Hancock; and

18 WHEREAS, the Court having considered the submissions of the Parties, and good cause
19 appearing therefor, now enters the following Order.

20 **Preliminary Approval of Settlement**

21 1. Terms used in this Order have the meanings assigned to them in the Agreement
22 and this Order.

23 2. The provisions of the Agreement are hereby preliminarily approved, subject to
24 further consideration thereof at the Fairness Hearing provided for below. The Court finds that the
25 Settlement is sufficiently within the range of reasonableness that notice of the proposed
26 Settlement should be given as provided in this Order.

27 **Notice to Settlement Class Members and Appointment of Settlement Administrator**

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3. The Parties propose a form of Class Notice attached as Exhibit A hereto.

4. The Class Notice to be provided is hereby found to be the best means practicable of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with due process and the notice requirements of California Rules of Court, rule 3.769(f). The Court thus approves the proposed Class Notice attached as Exhibit A hereto and the plan for dissemination described in the Declaration of Cameron Azari of Epiq Systems, Inc.

5. The Court appoints Epiq Systems, Inc., a competent firm, as the Settlement Administrator.

6. The Court directs John Hancock to deliver the Notice List to the Settlement Administrator within five (5) days. This Notice List shall be designated Confidential Information.

7. The Court directs the Settlement Administrator to run an update of the last known addresses provided by John Hancock through the National Change of Address database and run the list through the LexisNexis Deceased Database before initially mailing the Class Notice. If a Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will endeavor to: (1) re-mail any Class Notice so returned with a forwarding address and (2) make reasonable efforts to attempt to find an address for any returned Class Notice that does not include a forwarding address. The Settlement Administrator will endeavor to re-mail the Class Notice to every person and entity in the Notice List for which it obtains an updated address. If any Settlement Class Member is known to be deceased, the Class Notice will be addressed to the deceased Settlement Class Member's last known address and "To the Estate of [the deceased Settlement Class Member]."

8. The Court directs that within thirty (30) days, the Settlement Administrator will mail a Class Notice by first-class mail to the addresses on the Notice List. The mailing of a Class

1 Notice to a person or entity that is not in the Settlement Class shall not render such person or
2 entity a part of the Settlement Class or otherwise entitle such person to participate in this
3 Settlement.

4 9. The Court directs the Settlement Administrator to establish, maintain, and update
5 a Class Website to provide relevant information regarding the Settlement to Settlement Class
6 Members.

7 10. Settlement Class Members may object to this Settlement by serving a written
8 objection on the Settlement Administrator as identified in the Class Notice within forty-five (45)
9 days after the Notice Date. The objection must contain: (1) the full name, address, telephone
10 number, email address, if any, of the Settlement Class Member; (2) Policy number; (3) a written
11 statement of all grounds for the objection accompanied by any legal support for the objection (if
12 any); (4) copies of any papers, briefs, or other documents upon which the objection is based; (5)
13 a list of all persons who will be called to testify in support of the objection (if any); (6) a
14 statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; and
15 (7) the signature of the Settlement Class Member or his/her counsel. If an objecting Settlement
16 Class Member intends to appear at the Fairness Hearing through counsel, the written objection
17 must also state the identity of all attorneys representing the objecting Settlement Class Member
18 who will appear at the Fairness Hearing. Unless otherwise ordered by the Court, Settlement
19 Class Members who do not timely make their objections in this manner will be deemed to have
20 waived all objections ~~and shall not be heard or have the right to appeal approval of the~~
21 ~~Settlement.~~ The Class Notice shall advise Settlement Class Members of their right to object and
22 the manner required to do so. Class Counsel shall file with the Court all objections served on the
23 Settlement Administrator within five (5) days after the deadline for Settlement Class Members to
24 file objections.
25

26 11. Current employees of John Hancock may request exclusion from the Settlement
27 by serving written notice to the Settlement Administrator within 45 days of the Notice Date. The
28

1 request for exclusion that must contain: (1) the full name and address of the Settlement Class
 2 Member; (2) Policy number; (3) a statement that the Settlement Class Member wishes to be
 3 excluded from the Settlement; and (4) the signature of the Settlement Class Member or
 4 representative.


5 **Fairness Hearing**

6 12. The Court hereby schedules a Fairness Hearing at May 8, 2018 at 3 p.m., at the
 7 Superior Court of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612, to
 8 finally and conclusively determine whether (i) the proposed Settlement as set forth in the
 9 Agreement, should be finally approved as fair, reasonable and adequate pursuant to California
 10 law; (ii) an order approving the Agreement and a Final Judgment should be entered; (iii) an order
 11 approving a proposed distribution plan should be approved; and (iv) the application of Class
 12 Counsel for an award of attorneys' fees, expense reimbursements, a service award, and fees of
 13 the Settlement Administrator in this matter should be approved. All papers in support of any of
 14 the foregoing shall be filed no later than twenty-one (21) days before the Fairness Hearing.
 15

16 **ORDER**

17 IT IS THEREFORE, ORDERED, ADJUDGED and DECREED that Plaintiff's Motion
 18 for Preliminary Approval of a Class Action Settlement is GRANTED. The terms of the
 19 Settlement and Release are adjudged to be within the range of fairness, reasonableness and
 20 adequacy to justify preliminary approval. The proposed Class Notice and plan for dissemination
 21 is approved. The Parties are ordered to implement the terms of the Settlement in accordance with
 22 this Order.

23 ENTERED this 15 day of February, 2018.

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 27 Honorable Brad Seligman
 Judge of the Superior Court

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Larson v. John Hancock Life Insurance Company (U.S.A.)

NOTICE OF CLASS ACTION LAWSUIT

TO: <<Name>>
<<Address >>
<<City>><<State>><<Zip>>

Your ID Number is <<ID>>

Dear <<Name>>,

You have been sent this Notice of Class Action Settlement because you have been identified as a Settlement Class Member in the Settlement of the class action lawsuit, *Larson, et al. v. John Hancock Life Insurance Company (U.S.A.)*, pending in the Superior Court of the State of California for the County of Alameda, Case No. RG16813803. An earlier Notice summarized the litigation. This Notice summarizes a recent Settlement between the Parties that impacts your rights. A full description of the Settlement is contained in the First Amended Settlement Agreement, which includes the precise definitions of capitalized terms used in this Notice. The Agreement is available for you to read at www.flexvclassaction.com. Please read it and this enclosed Notice carefully to understand your rights and obligations under the Settlement.

Records provided by John Hancock Life Insurance Company (U.S.A.) indicate that you are currently the owner, or were the owner at the time of termination, of a Flex V Scheduled Premium Variable Whole Life Insurance Policy ("Flex V2") issued or administered by John Hancock Life Insurance Company (U.S.A.) or one of its predecessors. Throughout this Notice, John Hancock Life Insurance Company (U.S.A.) and its predecessors shall be referred to as "John Hancock."

There is a Settlement regarding the cost of insurance charges that John Hancock deducted from policyholders' account values for these life insurance policies. The Settlement provides that John Hancock will fund a cash Settlement Fund in the amount of \$59,750,000.00, which will be used to pay (1) all payments to Settlement Class Members; (2) Class Counsel's attorneys' fees and expenses in an amount to be approved by the Court; (3) a service award to the class representative in an amount to be approved by the Court; and (4) the expenses incurred in administering the Settlement. John Hancock's records show that you may be eligible to participate in the Settlement.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

If You Own or Owned a John Hancock Flex V Life Insurance Policy, a Class Action Settlement may Affect Your Rights.

A COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.
YOU ARE NOT BEING SUED.

- A Settlement has been reached with John Hancock in a class action lawsuit about the cost of insurance charges deducted from policyholders' account values.
- Generally, the Settlement includes all current and former Flex V2 policy owners (*see* Question 4 below).
- As part of the Settlement, Settlement Class Members will be eligible to receive a portion of a cash Settlement Fund funded by John Hancock in the amount of \$59,750,000.00 (*see* Question 6 below).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Automatically receive your share of the Settlement Fund.
OBJECT	Write to the Court if you don't like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- If you are a John Hancock employee, you have the right to exclude yourself from this Settlement. See Question 11.
- The Court in charge of this case still has to decide whether to finally approve the Settlement. Settlement checks will be automatically issued to each Settlement Class Member if the Court approves the Settlement and after any appeals are resolved. **You do not need to take further action to receive payment if you are eligible under the Settlement.** Please be patient.

Questions? visit www.flexvclassaction.com, or call 888-740-7631

1. Why did I get this Notice?

John Hancock's records show that you own or owned a John Hancock Flex V Life Insurance Policy (Policy Form 94-85, sometimes referred to as the "Flex V2"). A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Brad Seligman of the Superior Court of the State of California for the County of Alameda is overseeing this case. The case is known as *Larson, et al. v. John Hancock Life Insurance Company (U.S.A.)*, Case No. RG16813803. The person who sued, Barbara Larson, is called the "Plaintiff." John Hancock is called the "Defendant."

The following is only a summary of the Settlement. A full description of the Settlement is contained in the First Amended Settlement Agreement. Nothing in this notice alters the terms of the First Amended Settlement Agreement. A copy of the First Amended Settlement Agreement may be obtained by visiting www.flexvclassaction.com.

2. What is this lawsuit about?

The Flex V2 is a variable whole life policy which means it has an investment feature that allows an accumulation of value after deduction of charges. Plaintiff alleges that John Hancock violated the policy in three different ways. First, while the policy permits John Hancock to deduct an insurance charge calculated using an "Applied Monthly Rate" that is based on "expectations of future mortality experience," Plaintiff alleges that John Hancock impermissibly considers factors other than mortality expectations. Second, while the policy permits a separate "Maintenance Charge" of up to \$8 per month, Plaintiff alleges that John Hancock impermissibly includes amounts that should be in the "Maintenance Charge" in the "Applied Monthly Rate." Third, Plaintiff alleges that the policy requires that the "Applied Monthly Rate" be reviewed "at least once every 5 policy years," and adjusted to reflect changes in "expectations of future mortality," but has not been modified.

John Hancock denies these claims. John Hancock believes that all the rates and charges that it applied to the Flex V2 Life Insurance Policies are consistent with the terms of the policy. The policy includes guaranteed maximum rates, which have never been exceeded.

You can read Plaintiff's Class Action Complaint and Defendant's Answer at www.flexvclassaction.com.

3. Why is there a Settlement?

The Parties negotiated the Settlement with an understanding of the factual and legal issues that would affect the outcome of this lawsuit. During the course of the lawsuit, Plaintiff, through her attorneys, thoroughly examined and investigated the facts and law relating to the issues in this case.

Questions? visit www.flexvclassaction.com, or call 888-740-7631

Plaintiff believes that the final outcome of the lawsuit, if it were to proceed through trial and appeals, is uncertain. A settlement avoids the costs and risks of further litigation and provides immediate relief to the Settlement Class Members. Based on their evaluation of the facts and law, Plaintiff and her attorneys have determined that this Settlement is fair, reasonable, and adequate. They have reached this conclusion based upon the substantial benefits the Settlement provides to Settlement Class Members, the risks, uncertainties, and costs inherent in this Action, and the desirability of continuing this protracted litigation.

There has been no trial and there has been no final determination on the merits of the claims or defenses in this lawsuit, and there will be no trial or final determination on the merits of the claims and defenses if the Court approves the Settlement. The Settlement does not suggest that John Hancock has or has not done anything wrong, or that Plaintiff and the Settlement Class Members would or would not win if the lawsuit were to go to trial.

4. Who is included in the Settlement Class?

On March 23, 2017, Judge Seligman certified a Class that includes all persons who own or owned a Flex V Scheduled Premium Variable Whole Life Insurance Policy (Policy Form 94-85, sometimes referred to as the "Flex V2"), that is an individual life insurance policy, the benefits, payments or values of which may increase or decrease in accordance with the investment experience of a "Separate Account," issued or administered by Defendant or its predecessors in interest, the terms of which provide or provided for (1) an "Insurance Charge" calculated using an "Applied Monthly Rate" that is based on Defendant's "expectations of future mortality experience"; (2) an additional but separate "Maintenance Charge"; (3) an investment, interest-bearing or savings component; and (4) a death benefit.

If someone who would otherwise be a Settlement Class Member is deceased, his or her estate is a Settlement Class Member.

The Settlement Class excludes: Plaintiff's counsel and their employees; the assigned judge and his family; policies issued on a New Jersey policy form; and any person who previously opted-out of this case.

5. How can I confirm that I am in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you can get free help at www.flexvclassaction.com.

6. What does the Settlement provide?

John Hancock has agreed to fund a cash Settlement Fund in the amount of \$59,750,000.00, which will be used to pay (1) all payments to Settlement Class Members; (2) Class Counsel's attorneys' fees and expenses in an amount to be approved by the Court; (3) a service award to Barbara Larson in amount to be approved by the Court; and (4) the expenses incurred in administering the Settlement.

Questions? visit www.flexvclassaction.com, or call 888-740-7631

If the Court approves the Settlement, settlement checks will be mailed to Settlement Class Members in an amount according to the distribution plan that is designed to provide each Settlement Class Member an approximate pro rata portion of the Net Settlement Fund based on the amount of excessive Insurance Charges paid by each Settlement Class Member. The primary factors impacting the amount of the distribution are the face value of the Policy and the number of years the Policy has been in force. The distribution plan is attached to the First Amended Settlement Agreement as Exhibit C and is available on the settlement website.

For Settlement Class Members that purchased a Policy on or after January 1, 1997, the distribution will provide a minimum payment of \$50; the average payment will be approximately \$630; and the 99th percentile payment will be approximately \$5,350.

For Settlement Class Members that purchased a Policy on or before December 31, 1996, the distribution plan will reflect that a federal court in Boston determined that claims related to those policies were released as part of an earlier settlement known as *Duhaime v. John Hancock Mutual Insurance Co.* The Court's order enjoining prosecution of those claims is available on the settlement website. The distribution for these Settlement Class Members will provide a minimum payment of \$25; the average payment will be approximately \$120, and the 99th percentile payment will be approximately \$975.

You should consult your own tax advisors regarding the tax consequences of the proposed Settlement, including any benefits you may receive and any tax reporting obligations you may have as a result.

7. How do I participate in the Settlement? Do I need to make a claim?

Settlement Class Members do not have to do anything to participate in the Settlement. No claims need to be filed. Upon approval of the Settlement, a settlement check will issue to every Settlement Class Member in the amount determined by the Settlement Administrator using the method described in Question 6 above. If someone who would otherwise be a Settlement Class Member is deceased, his or her estate is a Settlement Class Member.

8. When will I receive my settlement check?

The settlement checks will be issued to Settlement Class Members within 30 days after the Final Settlement Date. Settlement checks will be automatically mailed without any proof of claim or further action on the part of the Settlement Class Members.

9. What happens if I do nothing?

If the Settlement is approved, you will receive a settlement check representing your share of the Settlement. You cannot sue John Hancock (or certain other released parties included as "Released Parties" in the First Amended Settlement Agreement) or be part of any other lawsuit against John Hancock concerning the claims in this case or claims that could have been brought in this case, which arise from the same facts as the claims here. You will be "releasing" John Hancock and all "Released Parties" as described in the First Amended Settlement

Questions? visit www.flexvclassaction.com, or call 888-740-7631

Agreement. However, you may sue John Hancock for any future increases John Hancock makes to its cost of insurance rates that occur after the Final Settlement Date.

The First Amended Settlement Agreement is available at www.flexvclassaction.com and describes the claims that you are giving up. If you have any questions, you can talk to the law firms listed in Question 12 for free, or you can hire your own lawyer.

10. How do I tell the Court if I do not like the Settlement?

You can object to the Settlement if you do not like some part of it. The Court will consider your views. To object to the Settlement, you must serve a written objection in the case, *Larson, et al. v. John Hancock Life Insurance Company (U.S.A.)*, Case No. RG16813803.

You are required to include:

- Your full name, address, telephone number, and email address if any;
- Policy number(s);
- A written statement of all grounds for your objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A list of all persons who will be called to testify in support of the objection (if any);
- A statement whether you intend to appear at the Fairness Hearing and the identity of all attorneys (if any) who will appear at the Settlement Hearing on your behalf; and
- The signature of you or your counsel.

You must serve your objection on the Settlement Administrator by mailing it to Epiq: P.O. Box 4850, Portland, OR 97208-4850 no later than _____, 2018.

11. I am an employee of John Hancock, what are my options?

If you are an employee of John Hancock you will receive benefits under this Settlement just as any other Settlement Class Member. You do not need to take any action to receive these benefits. See Question 7.

However, if you do not want the benefits of the Settlement you may exclude yourself from the Settlement. If you choose to exclude yourself, you will not receive any benefits under the Settlement but may bring your own case against John Hancock at your own expense. To exclude yourself, you must send a request in the form of a letter sent by mail, stating that you want to be excluded from the Settlement in *Larson v. John Hancock*. Be sure to include your name, policy number and address, and sign the letter. You must mail your request for exclusion postmarked by Month 00, 0000, to: *Larson v. John Hancock Exclusions*, P.O. Box 4850, Portland, OR 97208-4850.

As an employee of John Hancock, you may also object to the Settlement. See Question 10.

Questions? visit www.flexvclassaction.com, or call 888-740-7631

12. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as "Class Counsel" to represent all the members of the Class:

Norman E. Siegel
Stueve Siegel Hanson LLP
460 Nichols Rd. Suite 200
Kansas City, MO 64112
larsonvhancock@stuevesiegel.com

John J. Schirger
Miller Schirger LLC
4520 Main Street, Suite 1570
Kansas City, MO 64111
larsonvhancock@millerschirger.com

Daniel C. Girard
Girard Gibbs LLP
601 California Street, 14th Floor
San Francisco, CA 94108

If you have questions, you may contact these lawyers. You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, however, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel have not been paid for their work in this case. In addition to thousands of hours of labor spent on this case, Class Counsel have expended up to \$650,000 in expenses prosecuting this case. The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel will seek an award for attorneys' fees of up to 30% of the Settlement Fund, and reimbursement of Class Counsel's costs and expenses, also to be paid from the Settlement Fund. You will not be responsible for payment of Class Counsel's fees and expenses.

Class Counsel will also request a service award payment of \$25,000 for Plaintiff, Barbara Larson, for her service as representative on behalf of the Settlement Class. This payment will also be paid from the Settlement Fund. The Court must approve any amounts paid to Class Counsel and to Barbara Larson.

14. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing, the Fairness Hearing, to decide whether to approve the Settlement and any requests for attorneys' fees and expenses, a service award to Barbara

Questions? visit www.flexvclassaction.com, or call 888-740-7631


Larson, and the costs of settlement administration. You may attend and ask to speak, but you do not have to.

The Court will hold a Fairness Hearing at 3 p.m. on May 8, 2018, at the Superior Court of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.flexvclassaction.com or call 888-740-7631 for any updates. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and in the best interests of Settlement Class Members. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take.

15. Do I have to attend the hearing?

You or your own lawyer are welcome to attend the Fairness Hearing at your expense. If you send a timely objection but do not attend the Fairness Hearing, the Court will still consider your objection.

16. May I speak at the hearing?

You may speak at the Fairness Hearing by filing an objection that indicates your intention to speak at the hearing. If you wish to appear through counsel, your written objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Unless otherwise ordered by the Court, a Settlement Class Member who does not submit a timely objection with the proper notice will not be permitted to speak at the Fairness Hearing, ~~and will not have the right to appeal the Court's approval of the Settlement.~~ 

17. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the First Amended Settlement Agreement. You can get a copy of the First Amended Settlement Agreement at www.flexvclassaction.com. You may also send your questions to the Settlement Administrator, in writing, at P.O. Box 4850, Portland, OR 97208-4850 or call the Settlement Administrator at 888-740-7631.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "DomainWeb," at <https://publicrecords.alameda.courts.ca.gov/PRS/> After arriving at the website, click the "Search By Case Number" link, then enter RG16813803 as the case number and click "SEARCH." Images of every document filed in the case may be viewed through the "Register of Actions" at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

If your address has changed or will change, please notify the Settlement Administrator by P.O. Box 4850, Portland, OR 97208-4850.

Questions? visit www.flexvclassaction.com, or call 888-740-7631

DATE: _____, 2018