

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOHN W. GRIFFITHS, on behalf)
of himself and all others similarly)
situated,)
))
Plaintiff,)
v.)
))
AVIVA LONDON ASSIGNMENT)
CORPORATION, AVIVA LIFE INSURANCE)
COMPANY, AVIVA INTERNATIONAL)
INSURANCE LTD, f/k/a CGU)
INTERNATIONAL INSURANCE, plc,)
ATHENE HOLDING, LTD,)
ATHENE LONDON ASSIGNMENT)
CORPORATION and)
ATHENE ANNUITY AND LIFE COMPANY,)
))
Defendants.)

Civil Action No. 15-cv-13022-NMG

JURY TRIAL DEMANDED

**PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff John Griffiths hereby moves that this Court preliminarily approve the settlement of this case and preliminarily certify this case as a class action pursuant to Fed.R.Civ.P. 23.

1. John Griffiths, ("Plaintiff"), through Class Counsel, and Defendants Athene London Assignment Corporation (f/k/a Aviva London Assignment Corporation, f/k/a CGNU London Assignment Corporation), Athene Annuity and Life Company (f/k/a Aviva Life and Annuity Company and successor to Aviva Life Insurance Company, f/k/a CGU Life Insurance Company of America), and Athene Holding Ltd. ("AHL") (collectively, "Athene Defendants"), and Defendant Aviva International Insurance Ltd

*Motion allowed but the Court notes that Class Counsel's proposed attorneys' fees is at the high end of the reasonable range. See In re Celera 2014 WL 4446464 at *8 (D. Mass. Sept. 8, 2014) ("Courts in this Circuit generally award between 20% and 30% of the amount recovered for the class.") 3/15/18 Boston, USDJ 6/29/18*

(f/k/a CGU International Insurance, plc) ("CGU" or "Aviva"), through their respective counsel, (collectively "the Parties"), have negotiated two proposed settlement agreements ("Settlement" or "Agreement") that provide substantial benefits to a proposed nationwide class of beneficiaries of certain structured settlement annuities backed by a Capital Maintenance Agreement dated February 1, 2002 (the "CMA"), which was purportedly terminated.

2. The Settlement details are contained in the Settlement Agreements signed, respectively, on behalf of the Named Plaintiff and the Settlement Class and the Athene Defendants, and on behalf of the Named Plaintiff and the Settlement Class and Aviva. Copies of each Settlement Agreement are attached as Exhibits A (the "Athene Agreement") and B (the "Aviva Agreement") hereto. Each Settlement Agreement resolves the claims on behalf of the same settlement class (the "Settlement Class").

3. Plaintiff respectfully submits that the terms of the Settlement are fair, adequate, and reasonable for the Settlement Class and that the requirements for Final Approval will ultimately be satisfied.

4. At this juncture, the Court need only assess whether the Settlement is within the range of what may be found to be fair, adequate, and reasonable, so that Settlement Class Members can be notified of the proposed Settlement and a Fairness Hearing can be scheduled.

5. Only after Settlement Class Members and others have had an opportunity to receive notice and present evidence at the Fairness Hearing will the Court need to render final judgment regarding the fairness of the proposed Settlement.

WHEREFORE, for the above reasons, the Plaintiff respectfully requests that this

Court GRANT the within motion and:

- (1) Certify, conditionally pursuant to Fed. R. Civ. P. 23 and for settlement purposes only, a Settlement Class consisting of the following:

All beneficiaries of structured settlement annuities assigned to Athene London Assignment Corporation (formerly known as Aviva London Assignment Corporation and as CGNU London Annuity Service Corp.), which includes all annuities covered by the Capital Maintenance Agreement between CGU International Insurance plc and CGNU London Annuity Service Corp. dated February 1, 2002, where such annuities remained in force as of October 2, 2013.

Excluded from the proposed class are the officers and directors of any Defendant and members of their immediate families and any entity in which any Defendant has a controlling interest, the legal representatives, heirs, successors or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

- (2) Preliminarily approve the terms of the Settlement as within the range of fair, adequate and reasonable terms;
- (3) Appoint preliminarily Named Plaintiff John Griffiths as class representative;
- (4) Appoint preliminarily Jonathan Auerbach and Jerome M. Marcus, and Marcus & Auerbach LLC, as lead class counsel and counsel for the Settlement Class;
- (5) Approve the notice program set forth in the Agreement, including the form and content of the Notices of the Settlement, and direct that notice be issued to the proposed Settlement Class, on terms to be determined by the Court;
- (6) Approve the procedures for Settlement Class Members to opt out and object to the Settlement; and
- (7) Schedule a Fairness Hearing for a time and date no earlier than 100 days after issuance of the Court's order granting preliminary approval.

The grounds for this Motion are set forth in the Memorandum in support thereof, and the exhibits to that Memorandum, which is being filed contemporaneously herewith.

LOCAL RULE 7.1(A)(2) CERTIFICATION

Undersigned counsel certify that they have conferred with counsel for Defendants in connection with the filing and scheduling of the instant Motion for Preliminary Approval of

Class Action Settlement, which has been the subject of extensive negotiation among counsel for all parties, and that the Motion is Unopposed.

Dated: May 1, 2018

The Plaintiff
John W. Griffiths
By His Attorneys,

/s/ Jerome M. Marcus
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CERTIFICATE OF SERVICE

I hereby certify that this document(s) filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and paper copies will be sent to those indicated as non-registered participants via first class mail, postage prepaid, on May 1, 2018.

/s/ Jerome M. Marcus, Esq.
Jerome M. Marcus