

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOHN W. GRIFFITHS, on behalf of himself and)
all others similarly situated,)
Plaintiff,)

Civil Action No. 15-cv-13022-NMG

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.)

**~~Proposed~~ ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS**

Plaintiff has moved this Court for an Order preliminarily approving the parties’ settlements, preliminarily certifying a settlement class, preliminarily appointing settlement class counsel, setting a hearing on the final approval of the settlements, and directing notice to the class (the “Motion”). Defendants do not oppose Plaintiff’s request for an order preliminarily approving the parties’ settlements. Upon considering the Motion, the parties’ Settlement Agreements and Releases and all exhibits thereto (collectively, the “Settlement Agreements” or “Settlements”), the materials previously submitted in this case, the arguments of counsel, and other materials relevant to this matter, it is hereby **ORDERED** that:

1. The terms of the Settlement Agreements are sufficiently fair, reasonable, and adequate to allow dissemination of the Notice according to the Notice Plan.¹ This determination is not a final finding that the Settlement Agreements are fair, reasonable, and adequate, but

¹ To the extent capitalized terms are not defined in this Order, they shall have the meaning set forth in the Settlement Agreements.

instead is a determination that there is reasonable cause to submit the proposed Settlements to Settlement Class Members and to hold a hearing concerning Final Approval of the proposed Settlements (a "Fairness Hearing").

2. Plaintiff has made a sufficient showing, under the provisions of Rule 23(b)(3) of the Federal Rules of Civil Procedure, as applicable in the context of settlement classes, to establish reasonable cause, following Notice to members of the proposed Settlement Class, to hold a hearing to determine if a class should be certified for settlement purposes only, consisting of persons who meet the following criteria:

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.

If, for any reason, the proposed Settlements are not approved, this Order (any order certifying a Settlement Class) shall be vacated *nunc pro tunc* and the litigation shall proceed as though the Settlement Class had never been certified, without prejudice to the parties' rights to either request or oppose class certification for purposes of litigation.

3. In making the findings set forth in Paragraph 2, the Court has exercised its discretion in conditionally certifying the Settlement Class on a nationwide basis. For settlement purposes only, Named Plaintiff John W. Griffiths is preliminarily designated as the Class Representative.

4. For settlement purposes only, the Court hereby preliminarily appoints the following attorneys as counsel for the Settlement Class: Marcus & Auerbach LLC and Krasnoo Klehm & Falkner LLP (collectively, "Class Counsel"), and Marcus & Auerbach LLC as Lead

Counsel. For settlement purposes only, the Court preliminarily finds that Marcus & Auerbach LLC and Krasnoo Klehm & Falkner LLP are competent and capable of exercising their responsibility as Class Counsel and that Marcus & Auerbach LLC are capable of exercising their responsibility as Lead Counsel.

5. This Court has both subject matter jurisdiction and personal jurisdiction as to this action and all parties before it.

6. The Settlement Agreements are for settlement purposes only. Neither the fact of, any provision contained in, nor any action taken under either Settlement Agreement shall be construed as an admission of the validity of any claim or any factual allegation that was or could have been made by Plaintiff and Settlement Class Members in the Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Defendant or the Defendant Released Parties.

7. The Notice and provisions for disseminating those materials substantially as described in and attached to the Settlement Agreements are hereby approved. These materials (a) provide the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlements, and of their right to appear, object to, or exclude themselves from the proposed Settlements, (c) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and (d) fully comply with federal law, the United States Constitution, and any other applicable law. Strategic Claims Services (“SCS”) is hereby appointed as Settlement Administrator and shall be required to perform all duties of the Settlement Administrator as set forth in the Settlement Agreements and the following schedule:

- Notice of proposed Settlements to be mailed within fifteen (15) days of this Order;
- Plaintiff to file Motion for Final Approval of the Settlements and for award of Attorneys’ Fees and Expenses, and Service Award within forty (40) days of this Order;
- Opt-Outs must be postmarked within seventy-five (75) days of this Order;

- Objections must be served within seventy-five (75) days of this Order;
- Settlement Administrator to provide the Opt-Out list and copies of any Exclusion Requests to Court and parties within eighty (80) days of this Order;
- Parties file any responses to objections within ninety (90) days of this Order;
- Fairness Hearing on Final Approval and Plaintiff's Application for Attorneys' Fees and Expenses shall be scheduled on or after one hundred (100) days after the entry of this Order.

8. Class Counsel shall file with the Court their petition for award of attorneys' fees and reimbursement of litigation costs and expenses within forty (40) days after the entry of this Order. Class Counsel shall also file with the Court their Motion for Final Approval of the Settlements within forty (40) days after the entry of this Order.

9. Anyone who wishes to be excluded from the Settlement Class must submit a written Exclusion Request (as described in the Notice) by sending it to the Settlement Administrator at Griffiths v. Aviva Settlement, PO Box _____, _____, by first-class U.S. mail. Exclusion Requests must contain all information described in the Notice (Paragraph 8). An Exclusion Request with respect to any annuity policy shall be deemed to be a request for exclusion from the Settlement Class for all policies and purposes. The envelope containing the Exclusion Request must be postmarked on or before seventy-five (75) days after the entry of this Order. The Notice shall state the deadline for Exclusion Requests.

10. Anyone who falls within the Settlement Class definition and does not submit an Exclusion Request in complete accordance with the deadlines and other specifications set forth in this Order and the Settlement Agreements shall be bound by all proceedings, orders, and judgments of this Court pertaining to the Settlement Class.

11. Any Settlement Class Member who wishes to object to the proposed Settlements must send or file an objection with this Court and serve it upon counsel for Plaintiff and all Defendants. Objections must contain all information described in the Notice and shall be served upon the above-named parties at addresses set forth in the Notice (Paragraph 9). Objections must

be filed on or before seventy-five (75) days after the entry of this Order. The Notice shall state the deadline for objections. Only Settlement Class Members may object to the proposed Settlements.

12. Any Settlement Class Member who does not submit an objection to the proposed Settlements in complete accordance with this Order and the Notice and the applicable provisions of the Settlement Agreements shall not be permitted to object to the proposed Settlements.

13. Any objecting Settlement Class Member may appear at the Fairness Hearing held by the Court, in person or by counsel, to show cause why the Settlement Agreements should not be approved as fair, reasonable and adequate, or to object to any petitions for attorneys' fees and reimbursement of litigation costs and expenses; provided, however, that the objecting Settlement Class Member must include with the objection to the proposed Settlements filed with the Clerk a statement of their intention to appear at the Fairness Hearing. If the objector intends to have a lawyer make an appearance on the objector's behalf at the Fairness Hearing, the objector must identify the name, address and telephone number of any such lawyer who will speak on the objecting Class Member's behalf, if any. Any Settlement Class Member who does not indicate the intention to appear at the Fairness Hearing on the filed objection to the proposed Settlements, in complete accordance with the deadlines and other specifications set forth in the Settlement Agreements, and who has not filed an objection to the proposed Settlements in complete accordance with the deadlines and other specifications set forth in the Settlement Agreements, may speak or otherwise present any views at any Fairness Hearing only in the Court's discretion.

14. The Settlement Administrator shall also have the obligations enumerated in the Settlement Agreements.

15. Any memoranda or other materials replying to an objection to the proposed Settlements shall be filed with the Clerk of this Court and served no later than ninety (90) days after entry of this Order, fifteen (15) days after the expiration of the deadline for filing objections to the Settlement Agreements. Such memoranda and other briefing shall be served on the counsel for the parties, on any other attorneys who have entered an appearance in this proceeding

in accordance with Paragraph 11 of this Order, and on any member of the Settlement Class to whose objection to the proposed Settlements the memoranda or other briefing responds.

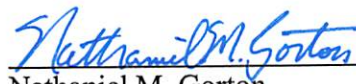
16. On Tuesday, Nov. 13, 2018, at 3:00pm [which is on or after one hundred (100) days after the entry of this Order,] the Court will hold the Fairness Hearing. It shall be held in Courtroom 4 of the United States District Courthouse, 1 Courthouse Way, Boston, MA 02210. The Notice shall state the date, time, and place the Fairness Hearing will be held. The Fairness Hearing may be continued or rescheduled by the Court with notice to Class Counsel and Defendants' Counsel and to any objecting Settlement Class Member who has filed a Notice of Intention to Appear in accordance with Paragraph 13 of this Order. The date for the Fairness Hearing will appear on the Settlement Website. At the Fairness Hearing, or as soon thereafter as practicable, the Court will determine whether the proposed Settlements are fair, reasonable, and adequate and should be approved by the Court. At the Fairness Hearing, the Court will also consider the amount of Attorneys' Fees and Expenses that should be awarded to Class Counsel and the amount of any Service Award to Class Representative. If appropriate, the Court will issue a Final Approval Order and Judgment memorializing its decision.

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17. Class Counsel and Defendants' Counsel are authorized to take any steps necessary to effectuate the terms of the Settlement Agreements that are consistent with this Order.

IT IS SO ORDERED.

Dated: June 29, 2018


Nathaniel M. Gorton
U.S. District Judge