EXHIBIT 3B

EXHIBIT A

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

SETTLEMENT AGREEMENT AND RELEASE

EXHIBIT LIST

1. Proposed Final Approval Order and Judgment
2. Notice
3. Proposed Preliminary Approval Order
4. Notice Plan

This Settlement Agreement and Release ("Agreement") is entered into on May 1, 2018 by and among Plaintiff, John W. Griffiths ("Plaintiff"), on his own behalf and on behalf of the Settlement Class defined below, and Defendants Athene London Assignment Corporation (f/k/a Aviva London Assignment Corporation) ("Athene London"), Athene Holding Ltd. ("AHL"), and Athene Annuity and Life Company (successor to Aviva Life Insurance Company) (collectively, "Athene Defendants").

RECITALS

WHEREAS, on July 27, 2015, Plaintiff filed a putative class action complaint against Athene Defendants in the United States District Court for the District of Massachusetts (the "Court"), and on December 18, 2015 filed an amended putative class action complaint (the "Operative Complaint") (the initial complaint, together with all subsequent pleadings and proceedings in this case, are collectively referred to as the "Action");

WHEREAS, the Operative Complaint alleges various claims against Athene Defendants relating to the termination of Capital Maintenance Agreements ("Aviva CMAs") including claims for breach of contract, breach of fiduciary duty, promissory estoppel, and unjust enrichment;

WHEREAS, during the pendency of this Action, Plaintiff has raised various other claims against Athene Defendants, including but not limited to a violation of Mass. Gen. L. ch. 93A;

WHEREAS, all of the asserted claims at issue arise, in whole or in part, from the termination of the Aviva CMAs;

WHEREAS, in 2017, the Settling Parties (as defined in Paragraph 1.22) began engaging in settlement discussions that continued through the Spring and Summer of 2017;

WHEREAS, on September 20, 2017, the Settling Parties reached agreement on a term sheet that contained the material terms of a proposed settlement;

WHEREAS, both during discovery in the Action and during the course of settlement discussions, the Settling Parties exchanged substantial documentation and information so as to evaluate the merits of their respective claims and defenses;

WHEREAS, the Settling Parties have agreed to settle the claims that were or could have been asserted in the Action on the terms and conditions set forth in this Agreement;

WHEREAS, the Settling Parties have decided to enter into this Settlement (as defined in Paragraph 1.17) because it provides substantial and meaningful benefits to the members of the Settlement Class (as defined in Paragraph 1.20) and to avoid the uncertainties and halt the substantial expense, business disruption, and burden inherent in continued litigation;

NOW, THEREFORE, it is agreed, by and among the undersigned, and intending to be legally bound, that this Action shall be settled and dismissed with prejudice on the merits on the terms and conditions set forth herein, subject to judicial approval.

I. DEFINITIONS

1.1 "Administration Costs" shall mean all reasonable costs incurred by the Settlement Administrator (as defined in Paragraph 1.18) and/or Escrow Agent (as defined in Paragraph 1.10) in administering and effectuating this Settlement, which costs and expenses are necessitated by performance and implementation of this Agreement and any Court orders relating thereto.

1.2 "Athene Defendants' Counsel" shall mean Sidley Austin LLP.

1.3 "Attorneys' Fees and Expenses" shall mean any and all attorneys' fees, costs (including expert costs) and expenses of Class Counsel (as defined in Paragraph 1.4) for their past, present, and future work, efforts, and expenditures in connection with this Action and resulting Settlement.

1.4 "Class Counsel" shall mean Marcus & Auerbach LLC.

1.5 "Class Member" shall mean any member of the Settlement Class.

1.6 "Class Representative" shall mean John W. Griffiths.

1.7 "Defendant Released Parties" shall mean Athene Defendants and each of their present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, representatives, brokers, vendors, advertisers, marketers, agents, attorneys, insurers, administrators and advisors; *provided, however*, that Defendant Released Parties do not include Aviva International Insurance Limited, Aviva plc, or any other companies currently owned by Aviva plc.

1.8 "Effective Date" shall mean (a) the date upon which the applicable period to appeal the Final Approval Order and Judgment (as defined in Paragraph 1.14) has expired, if no appeal on any issue is taken during such period; or (b) if, during the aforesaid appeals period, an appeal is taken from such judgment, the date upon which all appeals, including petitions for review, rehearing, or certiorari, and any proceedings resulting therefrom, have been finally disposed of, or the date of the expiration of the time to initiate such petitions or proceedings. It is expressly agreed by the Settling Parties and their counsel that no Settling Party intends that this provision nor any other part of this Agreement establishes or acknowledges that anyone is entitled to or has the right to appeal from any such orders which may be entered in connection herewith.

1.9 "Escrow Account" shall mean an account at an established financial institution agreed upon by the Settling Parties that is established for the deposit of any amounts relating to the Settlement.

1.10 "Escrow Agent" shall mean the Settlement Administrator, or whatever other person or entity is approved by the Court to act as escrow agent for any portion of the Settlement Amount (as defined in Paragraph 1.19) deposited in or accruing in the Escrow Account pursuant to this Agreement.

1.11 "Fee and Expense Application" shall mean the petition, to be filed by Class Counsel, seeking approval of an award of Attorneys' Fees and Expenses.

1.12 "Final Approval Hearing" shall mean the hearing to be held before the Court pursuant to Federal Rule of Civil Procedure 23(e) to determine whether the Agreement should receive Final Approval (as defined in Paragraph 1.13) by the Court. The Settling Parties will request that the Final Approval Hearing shall be scheduled for a date no earlier than 100 days after the entry of the Preliminary Approval Order (as defined in Paragraph 1.16).

1.13 "Final Approval" shall mean the entry of the Final Approval Order and Judgment.

1.14 "Final Approval Order and Judgment" or "Final Approval Order" shall mean a final order entered by the Court after the Final Approval Hearing, identical in all material respects to that attached hereto as Exhibit 1, granting its approval of the Settlement. The Settling Parties may agree to additions or modifications to the form of the Final Approval Order and Judgment as they agree are appropriate at the time that it is submitted to the Court for final approval of the Settlement.

1.15 "Notice" shall mean the notice, identical in all material respects to that attached hereto as Exhibit 2, to be provided by mail or electronic mail to members of the Settlement Class pursuant to Paragraph 3.1, and to be made available on the Settlement Website (as defined in Paragraph 1.21).

1.16 "Preliminary Approval Order" shall mean an order entered by the Court preliminarily approving the Settlement, pursuant to Paragraph 2.1 below, which is identical in all material respects to that attached hereto as Exhibit 3.

1.17 "Settlement" shall mean the compromise and settlement embodied in this Agreement.

1.18 "Settlement Administrator" shall mean Strategic Claims Services.

1.19 "Settlement Amount" shall mean $2,300,000.

1.20 "Settlement Class" shall mean 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 Athene Defendants' officers, directors and members of their immediate families and any entity in which the Athene Defendants have 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.

1.21 "Settlement Website" shall have the meaning ascribed to it in Paragraph 3.3.

1.22 "Settling Parties" shall mean Class Representative and Athene Defendants.

1.23 "Taxes" shall have the meaning ascribed to it in Paragraph 4.1(e).

1.24 "Tax-Related Costs" shall have the meaning ascribed to it in Paragraph 4.1(e).

II. MOTION FOR PRELIMINARY APPROVAL AND CERTIFICATION OF PROPOSED CLASS FOR SETTLEMENT PURPOSES

2.1 ***Motion for Preliminary Approval and Certification of Settlement Class.*** As soon as is practicable after execution of this Agreement, Class Representative shall move the Court (i) for preliminary approval of the Settlement, including entry of an order identical in all material

respects to the form of the Preliminary Approval Order attached as Exhibit 3 hereto, and (ii) for purposes of this Settlement only, conditional certification of the Settlement Class.

2.2 ***Basis for Certification of Settlement Class.*** Class Representative will seek certification of the Settlement Class under Rule 23(b)(2), or alternatively under Rule 23(b)(3).

2.3 ***Certification for Settlement Purposes Only.*** Athene Defendants shall not take any position with respect to certification of the Settlement Class only for the limited purpose of effectuating this Agreement because, as the Supreme Court recognized in *Amchem Products, Inc. v. Windsor*, district courts need not inquire whether certification of a settlement class would impose manageability problems. 521 U.S. 591, 620 (1997). Athene Defendants reserve all rights to object to the propriety of class certification in the Action if the Settlement does not receive Final Approval, or if Final Approval is granted by the Court but is subsequently reversed, vacated, or modified in any material respect by the Court or any other court, using any appropriate argument.

2.4 ***Vacating Settlement Certification and Reservation of Rights.*** The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. If this Agreement is terminated, or if Final Approval is granted by the Court but subsequently reversed, vacated, or modified in any material respect by the Court or any other court, the certification of the Settlement Class shall be vacated, and the Action shall proceed as though the Settlement Class had never been certified.

III. NOTICE, EXCLUSION, AND OBJECTIONS

3.1 ***Notice to the Settlement Class.*** Notice to the Settlement Class shall be provided in accordance with the Notice Plan attached hereto as Exhibit 4.

3.2 ***Class Action Fairness Act Notice.*** Athene Defendants shall comply with the notice requirements of 28 U.S.C. § 1715 and shall file a notice confirming compliance prior to the Final Approval Hearing.

3.3 ***Settlement Website.*** Within thirty (30) days of the entry of the Preliminary Approval Order and no later than the first date that notice is provided to the Settlement Class, the Settlement Administrator shall establish the Settlement Website, which will contain Notice, this Agreement and its exhibits. The Notice, attached hereto as Exhibit 2, will identify the web address of the Settlement Website.

3.4 ***Rights of Exclusion.*** Class Members shall be permitted to opt out of the Settlement Class, provided that they comply with the requirements for doing so as set forth in the Preliminary Approval Order. Requests for exclusion from the Settlement Class that comply with the requirements set forth in the Preliminary Approval Order are referred to as Exclusion Requests.

3.5 ***Right to Object.*** Class Members shall be permitted to object to the Settlement. Requirements for filing an objection shall be as set forth in the Preliminary Approval Order.

IV. MONETARY PAYMENTS

4.1 ***The Settlement Amount.***

(a) Athene Defendants shall cause the Settlement Amount to be deposited by wire transfer into the Escrow Account within ten (10) days of the Effective Date. The Settlement Amount shall be used solely for the purposes set forth in Paragraph 4.1(f) below.

(b) Subject to Court approval and oversight, the Escrow Account will be controlled by the Escrow Agent. Neither Athene Defendants, nor Class Counsel, nor Class Representative shall have any liability whatsoever for the acts or omissions of the Escrow Agent appointed by the Court. The Escrow Agent shall not disburse the Settlement Amount or any portion thereof

except as provided for in this Agreement, by an order of the Court, or with prior written agreement of Class Counsel and Defendants' Counsel.

(c) All funds held in the Escrow Account shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until the funds are distributed in accordance with this Agreement.

(d) The Escrow Account is intended to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. The Escrow Agent, as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Escrow Account and paying from the Escrow Account any Taxes owed with respect to the Escrow Account. Athene Defendants agree to provide the Escrow Agent with the statement described in Treasury Regulation §1.468B-3(e). Neither Athene Defendants, Athene Defendants' Counsel, Class Representative, nor Class Counsel shall have any liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Escrow Account.

(e) All (i) taxes on the income of the Escrow Account ("Taxes") and (ii) expenses and costs incurred in connection with the taxation of the Escrow Account (including, without limitation, expenses of tax attorneys and accountants) ("Tax-Related Costs") shall be timely paid by the Escrow Agent out of the Escrow Account.

(f) The Settlement Amount, together with any interest accrued thereon, will be used to make the following payments associated with the Settlement, in decreasing order of priority:

(1) Taxes and Tax-Related Costs;

(2) Any Administration Costs in excess of $200,000 to the extent such costs were not advanced by Athene Defendants or any other settling defendants;

(3) Any amount in excess of $25,000 of any Service Award (as defined in Paragraph 4.4) approved by the Court under the circumstances described in Paragraph 4.4

(4) All Attorneys' Fees and Expenses approved by the Court;

(5) Any payments to Class Members pursuant to Paragraphs 4.2 and 4.3; and

(6) Any *cy pres* distribution pursuant to Paragraph 4.3.

4.2 ***Distribution of Residual Funds.***

(a) Any money remaining from the Settlement Amount, including any accrued interest thereon, after the payments set forth in Paragraph 4.1(f)(1)-(4) are made (the "Distributable Settlement Amount"), shall be distributed as follows to Class Members who have not excluded themselves from the class, provided that the payment to each such Class Member would be equal to or greater than $10.00:

(1) The "Annuity Proportion" shall be calculated for each Annuity by dividing the premium paid for each annuity by the total premium paid for all annuities assigned to Athene London Assignment Corporation where such annuities remained in force as of October 2, 2013.

(2) The "Annuity Recovery" shall be calculated for each Annuity by multiplying the Annuity Proportion by the Distributable Settlement Amount.

(3) The "Individual Recovery" shall be calculated for each beneficiary of each Annuity by dividing the Annuity Recovery by the number of beneficiaries of that annuity who have not served an Exclusion Request.

(4) The Settlement Administrator shall make a distribution to each Class Member in the amount of the Class Member's Individual Recovery.

(b) The Escrow Agent shall disburse the Distributable Settlement Amount as promptly as possible after the Effective Date and, in any event, no later than two hundred-seventy (270) days after the Effective Date.

(c) Class Members receiving settlement checks must cash them within one hundred eighty (180) days of issuance. If they do not do so, the settlement checks will be void. This limitation shall be printed on the face of each settlement check, bearing the notation "CASH PROMPTLY, VOID AND SUBJECT TO REDISTRIBUTION TO OTHER CLASS MEMBERS 180 DAYS AFTER ISSUE DATE." Class Counsel and the Settlement Administrator are authorized to locate and/or contact any Class member who has not cashed a settlement check within said time.

4.3 ***Treatment of Undistributed Funds and Uncashed Checks.*** Any funds associated with checks that are not cashed within one hundred eighty (180) days of issuance shall be distributed to Class Members who did cash their checks, in an amount proportionate to each such Class Member's Individual Recovery, provided that the payment to each such Class Member would be equal to or greater than $10.00. If this supplemental distribution to any Class Member would not exceed $10.00, then no supplemental check will be sent to that Class Member. Any residual funds, and any funds that cannot be distributed to Class Members for any other reason, together with any interest earned thereon, and after the payment of any applicable taxes by the Escrow Agent, shall be donated to an appropriate charity or charities pursuant to a *cy pres* award of the Court. As soon as practicable following the Effective Date, Class Counsel shall make any application for a *cy pres* award of any such funds to the Court. Athene Defendants and Class Counsel agree that Class Counsel will recommend to the Court that any such *cy pres* distribution be made to the Greater Boston Legal Services, unless the parties agree

that Class Counsel will recommend to the Court that a *cy pres* distribution be made to another entity.

4.4 ***Service Award.*** Any service award to Class Representative approved by the Court ("Service Award") shall be paid by Athene Defendants separate and apart from the Settlement Amount, subject to the following limitations. First, if Class Representative reaches a settlement with another defendant, then Athene Defendants' share of funding any Service Award shall be 50%. Second, in no event will Athene Defendants be required to pay in excess of $12,500 towards any Service Award. In the event that Class Representative does not reach any settlement with another defendant, and the Court approves a Service Award that is greater than $12,500, then the amount of such Service Award exceeding $12,500 shall be paid from the Settlement Amount, and not paid by Athene Defendants separate and apart from the Settlement Amount.

4.5 ***Administration Costs.***

(a) Administration Costs up to $100,000 shall be paid by Athene Defendants separate and apart from the Settlement Amount. Athene Defendants will in no event be required to pay Administration Costs in excess of $100,000.

(b) If Class Representative reaches a settlement with another defendant and all settling defendants share any common expenses and costs, including but not limited to Administration Costs, Athene Defendants shall pay no more than 50% of such shared costs, *provided, however*, that nothing in this Paragraph 4.5(b) requires Athene to pay Administration Costs in excess of $100,000.

(c) If Administration Costs exceed $100,000, in the event that Athene Defendants provide any up-front payment of such excess costs, then Athene Defendants shall be entitled to reduce the sum paid as the Settlement Amount by the amount of such excess Administration

Costs. To illustrate, if Athene Defendants pay Administration Costs totaling $150,000 (including excess costs of $50,000), then Athene Defendants will be entitled to a $50,000 reduction in the amount required to be paid as the Settlement Amount, and will be required to pay only $2,250,000.

(d) Beginning thirty (30) days after the entry of the Preliminary Approval Order, and on every thirty (30) days thereafter, the Settlement Administrator shall provide counsel to the Settling Parties with a detailed accounting of any Administration Costs expended to date. Every thirty (30) days, the Settlement Administrator shall issue an invoice to Athene Defendants in an amount of 50% of the Administration Costs incurred during the invoiced period, with the remaining 50% of the Administration Costs to be paid by other settling defendants. Athene Defendants shall pay the amounts invoiced by the Settlement Administrator up to $100,000. Any disputes as to whether amounts billed by the Settlement Administrator are reasonable and necessary under this Agreement shall be resolved by the Court.

4.6 ***Entire Monetary Obligation***. In no event shall Athene Defendants be required to pay any amounts other than, or in excess of, the Settlement Amount of $2.3 million, plus $100,000 in Administration Costs, plus up to $12,500 towards a Service Award. In no event shall Athene Defendants be required to pay in excess of $2,412,500. It is understood and agreed that Athene Defendants' monetary obligations under this Settlement Agreement will be fully discharged by making the payments set forth in this Paragraph 4.6, and that Athene Defendants shall have no other monetary obligations, or obligations to make any other payments to Class Representative, the Settlement Class, the Settlement Administrator, or Class Counsel under this Agreement or otherwise.

V. NEW CAPITAL MAINTENANCE AGREEMENT

5.1 ***New Capital Maintenance Agreement.*** As part of the Settlement of this Action, and to benefit the Settlement Class, Athene Defendants agree that, within ten (10) business days of the Effective Date, AHL and Athene London shall enter into a new Capital Maintenance Agreement ("New CMA"), providing that:

(a) For so long as Athene London has any obligations under any assumed settlement agreement, AHL agrees to contribute cash, cash equivalents, marketable securities, or other liquid assets so as to maintain capital in Athene London sufficient to ensure that it has the necessary funds to timely satisfy such obligations. AHL shall make such contribution upon receiving the notice described below from Athene London that it does not have the necessary funds to timely satisfy such obligations ("Deficiency Notice"), and shall thereafter make periodic contributions to the extent needed to render any such Deficiency Notice no longer necessary.

(b) AHL shall cause Athene Annuity and Life Company to report to AHL and Athene London the amount in U.S. dollars for 100% of the Company Action Level Risk-Based Capital of Athene Annuity and Life Company and the actual Company Action Level Risk-Based Capital cover ratio of Athene Annuity and Life Company, such reports to be submitted quarterly, (i) within 45 calendar days of the end of the first three quarters of each year, and (ii) within 60 calendar days of the end of the fourth quarter of each year.

(c) Athene London shall send a Deficiency Notice to AHL stating that it does not have the necessary funds to timely satisfy such obligations at the earlier of (i) determining that Athene London lacks funds sufficient to timely satisfy its obligations under any assumed settlement agreement or (ii) fourteen (14) days after Athene London is notified that a check to a structured settlement beneficiary has been dishonored due to a lack of sufficient funds if Athene

London fails to make the required payment to the beneficiary within fourteen (14) days after the check is dishonored.

(d) AHL's agreement is absolute, unconditional, present, and continuing until the last payment has been made under any annuity covered by the New CMA, subject to termination provisions set forth below.

5.2 ***New CMA Termination***. The New CMA terminates when all of the following conditions are met:

(a) AHL and Athene London cease to be affiliated,

(b) Athene London enters into a capital maintenance agreement wherein a new company with an investment grade rating agrees to take on all of the same obligations AHL has under the New CMA, and

(c) the transaction by which AHL and Athene London cease to be affiliated (and pursuant to which Athene London enters into a new capital maintenance agreement with a new company) is approved by the Iowa Insurance Division (or other domiciliary insurance regulator, for example if the domicile of Athene Annuity and Life Company is changed); it being understood that if the Iowa Insurance Division (or other domiciliary insurance regulator) does not actually approve the transaction, then the New CMA shall remain in full force and effect.

5.3 ***No Right of Payment to Any Third Party***. AHL's obligations under the New CMA are for the sole benefit of Athene London, and the New CMA does not create any right of payment from AHL to any third party.

5.4 ***Governing Law for the New CMA***. The New CMA is to be governed by New York law.

5.5 ***Athene Defendants' Notification Requirements Pertaining to the New CMA.*** Athene Defendants have agreed to certain additional disclosure requirements pertaining to the New CMA:

(a) If the Iowa Insurance Division (or other domiciliary regulator) is requested to approve a transaction that would cause AHL and Athene London to cease to be affiliated, AHL shall promptly provide public notification on the website of AHL that such a request for approval has been submitted. In addition, AHL will provide written notification of such a request to Class Representative and Class Counsel if the request is submitted within seven (7) years of the Effective Date.

(b) For a period of at least seven (7) years following the Effective Date, AHL will disclose the existence of the New CMA in its Annual Reports on Form 10-K filed with the U.S. Securities and Exchange Commission, and shall state in such annual reports whether it anticipates making any capital infusions pursuant to the New CMA.

(c) If AHL makes a capital infusion pursuant to the New CMA, within thirty (30) days of such infusion, AHL or Athene London shall provide public notification of the fact, amount, and date of such infusion and of the financial condition of Athene London.

5.6 ***Irreparable Harm.*** The Settling Parties stipulate and agree that the failure of AHL to perform under the New CMA by making sufficient contributions so as to maintain capital in Athene London to ensure that it has the necessary funds available to timely satisfy such obligations would constitute irreparable harm to Class Members if that failure is not cured within a reasonable time period; *provided, however,* that this stipulation and agreement does not cover any other situation, including without limitation situations where a payment is delayed or not made due to inadvertence or mistake by any party, or a technical or information technology

problem, nor does it cover disputes with individual annuity beneficiaries over their payment terms.

5.7 ***Benefits of the New CMA***. The New CMA provides additional protections to Class Members, including the following:

(a) AHL is better capitalized than Aviva International Insurance Ltd. ("AII"), the guarantor under the Aviva CMAs. As of April 2017, AHL had approximately $7 billion in equity, whereas AII had approximately 2.6 billion GBP ($3.3 billion) in equity.

(b) The New CMA creates obligations from AHL directly to Athene London, the entity responsible for making payments to annuity beneficiaries.

VI. SETTLEMENT ADMINISTRATION

6.1 The Settlement Administrator shall administer the Settlement subject to the supervision of Class Counsel, Athene Defendants' Counsel, and the Court as circumstances may require.

6.2 Athene Defendants and Athene Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever, with respect to:

(a) any act, omission, or determination of the Settlement Administrator, Class Counsel or designees or agents of Class Counsel or the Settlement Administrator;

(b) the management, investment, or distribution of the Settlement Amount; or

(c) the determination, administration, calculation, or payment of any claims asserted against the Settlement Amount.

6.3 The Settlement Administrator shall provide to Class Counsel and Athene Defendants' Counsel, no less than monthly, a full accounting of all expenditures made in connection with the Settlement, including Administration Costs, and any distributions from the Settlement Amount.

6.4 The Settlement Administrator shall provide such information as may be reasonably requested by Class Counsel or counsel for Athene Defendants relating to administration of this Agreement.

VII. RELEASES AND WAIVERS

7.1 Upon the Effective Date, in consideration for the relief provided by Athene Defendants in the Settlement, Class Representative and each member of the Settlement Class, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, privies, predecessors, and successors, agree to fully, finally, and forever release, relinquish, acquit, discharge and hold harmless the Defendant Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, statutory, punitive, restitutionary, expert or attorney's fees and costs, whether past, present, or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or unasserted, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violation of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, or any claim of any kind, in law or in equity, arising from, related to, connected with, or in any way involving the subject matter of the Actions, that are or could have been alleged, asserted, or described in the Class Action Complaint, Amended Class Action Complaint, Second Amended Class Action Complaint, or any further amendment thereto.

7.2 Upon the Effective Date, Class Representative and all Class Members shall expressly waive and relinquish, and shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7.3 Upon the Effective Date, Class Representative and all Class Members shall expressly waive and relinquish, and shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or international or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. Plaintiff and Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the claims released herein, but Plaintiff and all Class Members shall expressly fully, finally, and forever settle and release, and upon the Effective Date shall be deemed to have fully, finally, and forever settled and released, any and all claims as described in this Release and Waiver, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff and Class Members acknowledge that the foregoing waiver and relinquishment were separately bargained for and are key elements of the Settlement of which this release is a part.

VIII. MONETARY PAYMENTS

8.1 Class Counsel intends to submit a Fee and Expense Application seeking an award based on the value of the Settlement and the work performed. Athene Defendants will not oppose the Fee and Expense Application provided that the amount requested for an award of attorneys' fees in the Fee and Expense Application does not exceed 30% of the total value to the Settlement Class of this Agreement and any settlement agreement Class Representative may reach with any other defendant in this Action. Any amount awarded by the Court in response to the Fee and Expense Application shall be paid by the Escrow Agent solely out of the Settlement Amount and shall be deducted from the Settlement Amount and paid to Class Counsel within ten (10) days of Athene Defendants' deposit of the Settlement Amount into the Escrow Account. Notwithstanding any other provision of this Agreement, the allowance or disallowance (in whole or in part) by the Court or by any appellate court of the Fee and Expense Application shall not operate to terminate or cancel this Agreement, provide any basis for Class Counsel or Class Representative to terminate, cancel, or withdraw from the Agreement, and shall not be deemed a modification of a material aspect of the Agreement.

8.2 Class Counsel intends to submit an application for a Service Award payable to Class Representative in an amount not to exceed $25,000. Athene Defendants will not oppose such an application. Any amount awarded by the Court in response to the application for a Service Award shall be paid by Athene Defendants, or by the Escrow Agent out of the Settlement Amount pursuant to Paragraph 4.4, as applicable, within ten (10) days of Athene Defendants' deposit of the Settlement Amount into the Escrow Account. Notwithstanding any other provision of this Agreement, the allowance or disallowance (in whole or in part) by the Court or by any appellate court of the application for a Service Award shall not operate to terminate or cancel this Agreement, provide any basis for Class Counsel or Class Representative

to terminate, cancel, or withdraw from the Agreement, and shall not be deemed a modification of a material aspect of the Agreement. Neither Class Counsel's application for, nor Class Representative's entitlement to, a Service Award shall be conditioned in any way upon Class Representative's support for this Agreement. Class Representative's support for this Agreement is not conditioned on the application for a Service Award or the amount of such Service Award requested therein, nor is his support for this Agreement conditioned on his receiving a Service Award in any particular amount or on his receiving any Service Award at all.

IX. TERMINATION OF SETTLEMENT

9.1 If any of the following events occur, Class Counsel or Athene Defendants may terminate this Agreement and the Settlement by serving on counsel for the opposing party and filing with the Court a written notice of termination within ten (10) business days of the event (or such longer time as may be agreed between Class Counsel and Athene Defendants):

(a) Class Counsel and Athene Defendants agree to termination before the Effective Date;

(b) The Court or any reviewing appellate court declines to enter or materially modifies the Preliminary Approval Order, the proposed Final Order and Judgment, or the Agreement;

(c) The Court or any reviewing appellate court declines to grant preliminary approval or final approval of the Settlement;

(d) A reviewing appellate court reverses the Final Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand; or

(e) The Effective Date does not occur.

(f) For purposes of this Agreement and this Paragraph 9.1, no order of the Court, or modification or reversal of such order by any reviewing appellate court, solely concerning the administration of the Settlement or the persons performing such administrative functions, or the award or amount of any Attorneys' Fees and Expenses or Service Award shall constitute grounds for termination of the Agreement.

9.2 If for any reason this Agreement is terminated, disapproved, or fails to become effective, then:

(a) The Settling Parties shall be deemed to have reverted to their respective status in the Action as of September 19, 2017, which shall then resume proceedings in the Court, and, except as otherwise expressly provided in this Settlement Agreement, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

(b) Paragraph 2.4 and Section X of this Agreement shall survive termination of the Agreement.

X. NO ADMISSION OF WRONGDOING OR LIABILITY

10.1 Athene Defendants dispute the claims alleged in the Action and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. This Agreement, and any of its terms, any agreement or order relating thereto, and any payment or consideration provided for herein, are not and shall not be construed as an admission by any Athene Defendant or any of the Defendant Released Parties of any fault, wrongdoing, or liability. Athene Defendants have agreed to enter into this Agreement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

10.2 Class Counsel and Class Representative believe that the claims asserted in the Action have merit, and have examined and considered the benefits to be obtained under the

proposed Settlement set forth in this Agreement, the likelihood that class members would not pursue individual litigation to seek redress for violations of their interests, particularly considering the costs of pursuing such litigation, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, including certification of a class and upholding certification on appeal, the delay in providing benefits to the Settlement Class in the event that this Action was not settled, and the likelihood of success on the merits. Class Counsel and Class Representative have concluded that the proposed Settlement set forth in this Agreement is fair, reasonable, adequate, and in the best interests of Class Members.

10.3 This Agreement, and any of its terms, and any agreement, exhibit, or order relating thereto, shall not be offered by any Settling Party to be received in evidence in any civil, criminal, administrative, or other proceeding, or utilized in any manner as a presumption, a concession, or an admission of any fault, wrongdoing, or liability on the part of Athene Defendants. However, nothing contained in this Paragraph 10.3 shall prevent this Agreement (or any agreement, exhibit, or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the Settlement (or any agreement or order relating thereto) or the Final Approval Order and Judgment. This Agreement may be filed and used in other proceedings, where relevant, to demonstrate the fact of its existence and of this Settlement, including, but not limited to, Defendant Released Parties filing the Agreement and/or the Final Approval Order and Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, waiver, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XI. MISCELLANEOUS

11.1 ***Recitals.*** The Parties agree that the recitals are contractual in nature and form a material part of this Agreement.

11.2 ***Binding Effect.*** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Class Representative and Athene Defendants.

11.3 ***Cooperation of Parties.*** The Settling Parties agree to cooperate in good faith with one another to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

11.4 ***Obligation to Meet and Confer.*** Before filing any motion with the Court raising a dispute arising out of or related to this Agreement, the Settling Parties shall consult with each other and certify to the Court that they have consulted in good faith.

11.5 ***No Disparaging Statements.*** Settling Parties and their counsel shall make no statements to the press or make any other public statements (not including statements made in any judicial proceeding supporting approval of, or enforcement of the terms of, the settlement) describing this Settlement that disparage the Settlement or any Settling Party or accuse any Settling Party of wrongdoing. Class Counsel may provide a factual summary of the allegations set forth in the Operative Complaint, but may not publicly suggest or state that the Settlement or its terms shows that those allegations were correct or that any Settling Party committed any wrongful act. Nothing in this Agreement shall be construed to prevent Class Representative and Class Counsel from freely and frankly communicating with the Class Members.

11.6 ***Entire Agreement.*** This Agreement is the entire agreement among the Settling Parties and it supersedes any prior agreements, written or oral, between the Settling Parties. This

Agreement cannot be altered, modified or amended except through a writing executed by all Settling Parties.

11.7 ***Construction of Agreement.*** This Agreement shall be construed to effectuate the intent of the Settling Parties to resolve all disputes encompassed by the Agreement. All Settling Parties have participated in the drafting of this Agreement, and any ambiguity shall not be resolved by virtue of a presumption in favor of any Settling Party. The Agreement was reached at arm's-length by the Settling Parties represented by counsel.

11.8 ***Executed in Counterparts.*** This Agreement may be executed in counterparts, all of which shall be considered the same as if a single document had been executed, and shall become effective when such counterparts have been signed by each of the Settling Parties and delivered to the other Settling Party. Counterpart copies of signature pages, whether delivered in original, by electronic mail in pdf format and/or by facsimile, taken together shall all be treated as originals and binding signatures.

11.9 ***Notices.*** Unless otherwise provided herein, any notice, request, instruction, application for Court approval, or application for Court order sought in connection with the Agreement, shall be in writing and either (i) filed electronically with the Court or (ii) delivered personally or sent by certified mail or overnight delivery service, postage prepaid, with copies by facsimile or e-mail to the attention of Class Counsel or Athene Defendants' Counsel (as well as to any other recipients that the Court may specify). Settling Parties may change the person(s) to whom such notices should be directed by giving notice pursuant to this Paragraph 11.9. As of the date hereof, the respective representatives are as follows:

For Athene Defendants:

Hille R. Sheppard
Sidley Austin LLP

One South Dearborn Street
Chicago, IL 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036
hsheppard@sidley.com

For Class Representative:

Jerome M. Marcus
Marcus & Auerbach LLC
1121 N. Bethlehem Pike, Suite 60-242
Spring House, PA 19477
Telephone: (215) 885-2250
Facsimile: (888) 875-0469
jmarcus@marcusauerbach.com
info@marcusauerbach.com

11.10 ***Extensions of Time***. The Settling Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

11.11 ***Governing Law***. This Agreement shall be governed by and construed in accordance with the laws of Massachusetts without giving effect to any conflict of law provisions that would cause the application of the laws of any jurisdiction other than Massachusetts. This provision does not apply to the Governing Law provision of the New CMA covered by Section V, above, generally, and as set forth in Paragraph 5.4, above, specifically.

11.12 ***Fees and Expenses***. Except as otherwise expressly set forth herein, each Settling Party hereto shall pay all fees, costs and expenses incurred in connection with the Action, including fees, costs and expenses incident to his or its negotiation, preparation or compliance with this Agreement, and including any fees, expenses and disbursements of its counsel,

accountants, and other advisors. Nothing in this Agreement shall require Athene Defendants to pay any monies other than as expressly provided herein.

11.13 ***Retention of Jurisdiction***. The Settling Parties shall request that the Court retain jurisdiction of this matter after the Effective Date and enter such orders as are necessary or appropriate to effectuate the terms of the Agreement.

11.14 ***Authority***. Class Counsel represents that they have authority to sign this Settlement Agreement on behalf of Class Representative, that Settlement Class Representative agrees to the terms of this Settlement Agreement, and that Class Counsel are seeking to protect the interests of the entire proposed Class.

Approved and Agreed to by and on behalf of Class Representative, John W. Griffiths, on behalf of himself and the Settlement Class

Dated: May 1, 2018 By: _____
Jonathan Auerbach

Dated: May 1, 2018 By: Jerome Marcus
Jerome M. Marcus

Approved and Agreed to on behalf of Athene London Assignment Corporation

Dated: April __, 2018 By: _____
Name:
Title:

Approved and Agreed to on behalf of Athene Holding Ltd.

Dated: April __, 2018 By: _____
Name:
Title:

Approved and Agreed to on behalf of Athene Annuity and Life Company

Dated: April __, 2018 By: _____
Name:
Title:

Approved and Agreed to on behalf of Athene Defendants' Counsel

Dated: April __, 2018 By: _____
Hille R. Sheppard

accountants, and other advisors. Nothing in this Agreement shall require Athene Defendants to pay any monies other than as expressly provided herein.

11.13 ***Retention of Jurisdiction.*** The Settling Parties shall request that the Court retain jurisdiction of this matter after the Effective Date and enter such orders as are necessary or appropriate to effectuate the terms of the Agreement.

11.14 ***Authority.*** Class Counsel represents that they have authority to sign this Settlement Agreement on behalf of Class Representative, that Settlement Class Representative agrees to the terms of this Settlement Agreement, and that Class Counsel are seeking to protect the interests of the entire proposed Class.

Approved and Agreed to by and on behalf of Class Representative, John W. Griffiths, on behalf of himself and the Settlement Class

Dated: April 30, 2018 By:_____
Jonathan Auerbach

Dated: April 30, 2018 By:_____
Jerome M. Marcus

Approved and Agreed to on behalf of Athene London Assignment Corporation

Dated: ~~April~~ May 1, 2018 By: _____
Name: Christopher R Welp
Title: Director, EVP, Insurance Operations

Approved and Agreed to on behalf of Athene Holding Ltd.

Dated: April 30, 2018 By: _____
Name: CHRISTIAN WALKER
Title: VP - LITIGATION

Approved and Agreed to on behalf of Athene Annuity and Life Company

Dated: April 30, 2018 By: _____
Name: CHRISTIAN WALKER
Title: VP-LITIGATION

Approved and Agreed to on behalf of Athene Defendants' Counsel

Dated: April __, 2018 By: _____
Hille R. Sheppard

EXHIBIT 1

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

[Proposed] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

On _____, 2018 at ____ __.m., (the "Fairness Hearing") the Court heard Plaintiff's Motion for Final Approval of Class Action Settlement ("Final Approval Motion"), and Plaintiff's Motion for Award of Attorneys' Fees, Reimbursement of Costs and Service Award for Settlement Class Representative ("Fee Award Motion"). The Final Approval Motion was preceded by a Motion for Preliminary Approval, which was granted by the Court on _____. ECF No. __.

After considering Plaintiff's Final Approval Motion, the Fee Award Motion, the Settlement Agreements, and the record and proceedings herein, the Court finds, concludes, and hereby orders as follows:

1. For the purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreements entered into with the Defendants and previously filed with this Court on May 1, 2018.
2. The Court has jurisdiction over the subject matter of this Action and personal jurisdiction over the parties thereto and the Settlement Class Members.
3. Having preliminarily certified a Settlement Class for settlement purposes only and appointed class counsel by Order dated _____, 2018 (ECF No. __) (the "Preliminary Approval Order"), the Court now grants final approval to the Settlement Class as defined below.
4. The Court finds that that the distribution of Notice of the Settlements as provided by the Settlement Agreements, and as ordered by this Court upon preliminary approval, constituted the best notice practicable under the circumstances and fully meets the requirements of due process under the United States Constitution and Federal Rule of Civil Procedure 23. The Court finds that the distribution of the Notice has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreements. The Court further finds that the Notice was adequate and reasonable, and that it apprised the Settlement Class Members of the nature and pendency of this Action and the terms of the Settlement Agreements as well as their rights to request exclusion, object, and/or appear at the Fairness Hearing.
5. The Court finds that the Settlement Class Representative is similarly situated to absent Settlement Class Members, is typical of the class, and that Class Counsel and the Settlement Class Representative have fairly and adequately represented the Settlement Class. The Court grants final approval to its appointment of Marcus & Auerbach LLC

and Krasnoo, Klehm & Falkner LLP as Class Counsel and its designation and appointment of Jerome M. Marcus and Jonathan Auerbach, and Marcus & Auerbach LLC, as Lead Counsel for the Settlement Class, and its appointment of John W. Griffiths as Settlement Class Representative.

6. The Court certifies the following Settlement Class under Fed. R. Civ. P. 23(a) and 23(b)(3):

> 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.

7. Also excluded from the Settlement Class are those persons identified in Exhibit _ to the Declaration of [Strategic Claims Services], who submitted timely and valid requests for exclusion from the Settlement Class. Such persons shall not receive any monetary benefits of the Settlement Agreements and shall not be bound by this Final Judgment.

8. The Court finds that the Settlements defined above satisfy the requirement of Fed. R. Civ. P. 23(a) and (b)(3) in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representative are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representative and Class Counsel have fairly and adequately protected the interests of the Settlement Class, as the Settlement

Class Representative has no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement are superior to other methods available for a fair and efficient resolution of this controversy.

9. The Court finds that the Settlements provide substantial relief to the Settlement Class, and orders Defendants to pay for the capped costs of Class Notice and Settlement Administration, all as set forth in greater detail in the Settlement Agreements.

10. The Court finds that the Settlements are in all respects fair, reasonable, and adequate and are in the best interests of the Settlement Class Members. The Court also finds that Settlements were the product of a lengthy period of arms-length negotiations conducted in good faith among the parties and their experienced counsel and is not the product of fraud or overreaching by, or collusion between the parties to this litigation. The Court further finds that the parties face significant risks, expenses, delays, and uncertainties, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreements are fair, reasonable, adequate, and in the best interests of the Settlement Class Members.

11. [The Court has reviewed all objections to the Settlement Agreements, the Final Approval Motion, or the Fee Award Motion. Those objections are hereby found to be without merit and are overruled [for the reasons set forth below/for the reasons stated at the Fairness Hearing]].

12. Distribution of Funds.

(a) Any money remaining from the Settlement Amount and any Contingent Settlement Payment, including any accrued interest thereon, after the payments for administration costs, taxes, service award, attorneys' fees and expenses are made, shall be distributed as follows to Class Members who have not excluded themselves from the Settlement Class, provided that the payment to each such Class Member would be equal to or greater than $10.00:

(1) The "Annuity Proportion" shall be calculated for each annuity by dividing the premium paid for each annuity by the total premium paid for all annuities assigned to Athene London Assignment Corporation where such annuities remained in force as of October 2, 2013.

(2) The "Annuity Recovery" shall be calculated for each annuity by multiplying the Annuity Proportion by the Settlement Amount and any Contingent Settlement Payment.

(3) The "Individual Recovery" shall be calculated for each beneficiary of each annuity by dividing the Annuity Recovery by the number of beneficiaries of that annuity remaining in the Settlement Class.

13. The Settlement Administrator shall make a distribution to each Class Member who has not served an Exclusion Request in the amount of that Class Member's Individual Recovery, as defined above.

14. The Court finds that the interests of Greater Boston Legal Services is reasonably approximate to the interests of the Settlement Class. Therefore, the Court designates

Greater Boston Legal Services as a *cy pres* recipient and directs that it receive any funds remaining after payments are made as set forth in the Settlement Agreements.

15. Accordingly, the Court hereby grants final approval of the Settlements and all of the terms of the Settlement Agreements. Plaintiff, Defendants, and the Settlement Administrator are ordered to carry out the Settlements according to the terms of the Settlement Agreements, the exhibits attached thereto, and the orders of this Court. Furthermore, the Settlement Administrator is authorized to resolve questions regarding the allocation of settlement payments among multiple beneficiaries of the same annuity policy.

16. As provided in greater detail in the Settlement Agreements, the Settlement Agreements, their terms, and any agreement, exhibit, or order relating thereto are not a concession or admission, and shall not be offered by any party to be received in evidence in any proceeding, or utilized in any manner as a presumption, concession, or admission of any fault, wrongdoing, or liability on behalf of the Defendants. Notwithstanding the foregoing, nothing in this Order shall be interpreted to prohibit the use of this Order in a proceeding to consummate or enforce the Settlement Agreements or this Order, or to defend against the assertion of any claims released under the Settlement Agreements or this Order in any other proceeding, or as otherwise required by law.

17. The Settlement Agreements include releases and waivers of settled claims. The releases and waivers set forth in the Settlement Agreements are valid and binding and are specifically adopted and made a part of this Order as if fully set forth herein. All such releases and waivers shall enter into effect upon the Effective Dates set forth in the Settlement Agreements. As of the Effective Dates, all members of the Settlement Class

who did not timely and adequately exclude themselves from the Settlements shall be permanently barred from prosecuting against any of the Defendant Released Parties claims that are released pursuant to the release provisions in the Settlement Agreements.

18. Other than as set forth in this Order, the parties shall bear their own attorneys' fees and costs.

19. This Action is dismissed with prejudice.

20. Consistent with the Settlement Agreements, if the Effective Dates do not occur, or if for any other reason the Settlement Agreements are terminated, disapproved, or fail to become effective, then the parties shall be deemed to have reverted to their respective status in the Action as of September 19, 2017 and December 22, 2017, which shall then resume proceedings in this Court, and, except as otherwise provided in the Settlement Agreements, the parties shall proceed in all respects as if the Settlement Agreements, the Preliminary Approval Order, this Order, and any other related orders had not been entered.

IT IS SO ORDERED.

Dated: _____, 2018

BY THE COURT:

_____
HON. NATHANIEL M. GORTON, J.

EXHIBIT 2

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. 15-13022-NMG

NOTICE TO SETTLEMENT CLASS MEMBERS

PLEASE READ THIS NOTICE CAREFULLY.
A COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.

THIS IS TO NOTIFY YOU THAT THE ABOVE-CAPTIONED ACTION HAS BEEN PRELIMINARILY CERTIFIED AS A CLASS ACTION.

YOU HAVE BEEN IDENTIFIED AS A CLASS MEMBER OF A CLASS ACTION LAWSUIT AGAINST 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

THIS CLASS ACTION HAS BEEN SETTLED AND MAY AFFECT YOUR RIGHTS.

YOU ARE NOT BEING SUED!

YOU MAY BE ENTITLED TO RECEIVE BENEFITS UNDER THE PROPOSED SETTLEMENT.

A class action was brought by Plaintiff John W. Griffiths against Aviva London Assignment Corporation, Aviva Life Insurance Company, Aviva International Insurance Ltd, f/k/a CGU International Insurance, plc ("CGU"), Athene Holding, Ltd, Athene London Assignment Corporation, and Athene Annuity And Life Company (which are referred to collectively as "Defendants" in this Notice), seeking money damages and other relief. The case has been assigned to United States District Judge Nathaniel M. Gorton. The parties have reached a settlement ("Settlement"). Judge Gorton preliminarily certified this matter as a class action for settlement purposes and preliminarily approved the Settlement on _____, 2018, and directed that this Notice be provided to you to inform you of your rights in the proposed Settlement as a member of the Settlement Class. **You should read the entire Notice carefully because your legal rights are affected whether you act or not.**

- A Settlement has been reached in a class action lawsuit that claims that certain Defendants improperly terminated a capital maintenance agreement under which CGU agreed to provide capital to the entity responsible for making payments on certain annuities if that entity was unable to satisfy its obligations under those annuities, including an annuity of which you may be a beneficiary. All Defendants deny any wrongdoing and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability against Defendants.

- The Settlement includes all beneficiaries of any structured settlement annuity 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.

- Your legal rights are affected whether or not you act. This Notice includes information on the Settlement with Defendants. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND REMAIN A SETTLEMENT CLASS MEMBER	**You may stay in this lawsuit as a Settlement Class Member and receive monetary benefits of the Settlement.** **If you remain a Settlement Class Member in this case, you give up any rights to sue Defendants separately about the same legal claims in this lawsuit. In other words, you can remain a Settlement Class Member and receive the benefits of the Settlement of this case or you can bring a suit on your own, separately, but you cannot do both.**
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY [DATE]	**If you ask to be excluded from (or "opt out" of) the Settlement Class, you receive no monetary benefits from this Settlement. You keep your rights to sue Defendants on your own but have to do so at your own expense. If you ask to be excluded and benefits are later awarded in this case, you won't share in those.**
OBJECT TO THE SETTLEMENT BY [DATE]	**Write to the Court about why you do not like the Settlement. If you wish to object to the Settlement, you should not opt out now. After filing or mailing a written objection, you may also appear at the Fairness Hearing.**

BASIC INFORMATION

1. Why is there a notice?

A Court authorized this Notice because you have a right to know about a 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.

The Court in charge of this case is the United States District Court for the District of Massachusetts. The case is called *Griffiths 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*, Civil Action No.: 15-cv-13022-NMG. The person who sued is called the Plaintiff. Defendants are 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.

2. What is this lawsuit about?

The lawsuit claims that between January 1, 2002 and December 31, 2009, Defendants sold certain structured settlement annuities ("the Annuities") which were covered by a Capital Maintenance Agreement pursuant to which CGU agreed to provide capital to the entity responsible for making payments on the Annuities if that entity was unable to satisfy its obligations under those Annuities, including an annuity of which you may be a beneficiary. The lawsuit claims that Defendants breached this commitment by purporting to terminate the Capital Maintenance Agreement in or around October

1, 2013. A more complete description of what the Plaintiff alleges is in the amended putative class complaint, a copy of which may be viewed at the Settlement Website [www.xxxxxxxx.com].

All Defendants deny any wrongdoing and any liability whatsoever, and the Court has not decided in favor of either side. The Plaintiff and his lawyers believe that the Settlement is in the best interests of the Settlement Class because it provides an appropriate and complete recovery for Class Members now while avoiding the risk, expense and delay of pursuing the case through trial and any appeals. Defendants are settling to avoid the expense, inconvenience, and risk and disruption of litigation.

3. What is a class action and who is involved?

In a class action, one or more people called "Class Representatives" (in this case, John W. Griffiths) sue on behalf of other people who have similar claims. The people together are a "Class" or are "Class Members." The Class Representatives and the Class Members are called Plaintiffs. The companies being sued are called Defendants. In a class action, the Court resolves the issues for all Settlement Class Members – except for those people who ask to be excluded from the Settlement Class by "opting out."

4. Who is included in the Settlement Class?

The Settlement Class includes 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.

5. What Does the Proposed Settlement Provide?

The proposed Settlement provides the following relief to each Settlement Class Member:

- A new Capital Maintenance Agreement ("the New CMA") has been entered into between Athene Holding Ltd. ("AHL"), and Athene London Assignment Corporation ("Athene London"). Athene London is the entity responsible for making all payments called for by the Annuities. Pursuant to the Settlement, the new CMA requires AHL to ensure that Athene London has sufficient assets to make all payments called for by any of the Annuities.

- In addition to other restrictions, the New CMA cannot be terminated unless another entity with an investment grade rating enters into a CMA with the same substantive terms as the New CMA.

- The Settlement establishes that any breach of the New CMA would constitute irreparable harm to each member of the Settlement Class.

- In the estimation of Plaintiff's Expert Witness Stephen Scherf, the New CMA has a value to the Settlement Class of between $27 million and $41 million.

- In addition to the New CMA, the Settlement provides that the Athene Defendants shall pay $2.3 million, and that CGU shall pay $5 million into a fund ("the Cash Fund") for the benefit of Class Members. These monies will be distributed to Class Members using an allocation based, in part, on the proportion of the premiums paid for each annuity policy relative to the total amount of premium paid for all the annuity policies covered by the proposed Settlement, after attorneys' fees and expenses (among other costs), as authorized by the Court, have been paid from

the Cash Fund. Please refer to the Settlement Agreements for a further description of how these funds will be allocated between Class Members, copies of which may be viewed at the Settlement Website [www.xxxxxxxx.com].

- The Athene Defendants and CGU have each agreed to pay up to $100,000 to cover the costs of Notice and settlement administration, as authorized by the Court.
- The Athene Defendants and CGU have each agreed to pay up to $12,500 to cover a Service Award to the Class Representative, subject to approval by the Court.
- An additional payment may be made to Class Members if Aviva plc, CGU's ultimate parent company, receives funds in connection with a dispute with AHL. There is no guarantee any such payment will ever be made. Please refer to the Settlement Agreement between Plaintiff and CGU for a further description, a copy of which may be viewed at the Settlement Website [www.xxxxxxxx.com].

6. Has the Court decided who is right?

The Court has not decided whether the Plaintiff or Defendants are correct. By preliminarily approving the Settlement and ordering the issuance of this Notice, the Court is not suggesting that the Plaintiff will win or lose this case. The Court will decide whether to approve the proposed Settlement and whether it is fair, reasonable, and adequate.

YOUR RIGHTS AND OPTIONS

You have to decide NOW whether to stay in the Settlement Class, ask to be excluded by opting out, or object.

7. What happens if I do nothing?

You do not have to do anything now if you want to remain a Class Member and receive the benefits of the proposed Settlement. By being a Class Member, you will be legally bound by the Final Judgment the Court makes in this case and will give up your right to sue Defendants for damages or other relief resulting from the claims at issue in this lawsuit.

8. What if I don't want to be a Class Member?

If you want to be excluded from the Settlement Class, you must send an "Exclusion Request" by U.S. Mail stating:

> "I request that I be excluded from the settlement in *Griffiths v. Aviva London Assignment Corporation, et al.*, (Civil Action No. 15-cv-13022-NMG)."

Your letter must be signed by you and must include (i) your name and address and (ii) the policy number of the Annuity of which you are the beneficiary. Your Exclusion Request must be mailed to the Settlement Administrator at Griffiths v. Aviva London Assignment Corporation, PO Box _____ , _____ , postmarked no later than _____. Exclusion Requests that are not postmarked on or before _____ will not be honored. If you are a beneficiary of more than one annuity policy and you request exclusion with respect to at least one such policy, you shall be considered to have made a request to be excluded from the Settlement Class for all policies and purposes.

You cannot exclude yourself by email or telephone. You cannot exclude yourself by mailing an Exclusion Request to any other address or after the _____ deadline. You cannot exclude yourself by having an actual or purported agent or lawyer acting on behalf of you or a group of Class Members sign the letter.

If you timely request exclusion from the Settlement Class, you will be excluded from the Settlement Class, you will not be bound by any judgment entered in the lawsuit, and you will not be precluded from prosecuting any timely, individual claim against Defendants based on the conduct complained of in the lawsuit. You will not receive a payment.

9. How do I object to the Settlement?

If you want to object to the proposed Settlement, you must submit your objection in writing. You do not have to object if you do not want to. You can only ask the Court to deny approval of the proposed Settlement. You cannot ask the Court to order a larger settlement. If the Court does not approve the proposed Settlement, the lawsuit will continue. You cannot file an objection if you exclude yourself from the Settlement Class by opting out.

Your objection must state at its top the word "Objection" and must clearly identify the case name and number (*Griffiths v. Aviva London Assignment Corporation., et al.*, Civil Action No. 15-cv-13022-NMG). Your written objection must also include: (i) your name, address, and telephone number; (ii) the policy number of the Annuity of which you are the beneficiary; and (iii) the reasons you object to the proposed Settlement, including any supporting evidence or documents that you wish the Court to consider. Your objection must also state whether you and/or your lawyer intend to appear at the Fairness Hearing. If you intend to have a lawyer make an appearance on your behalf at the Fairness Hearing, you must identify the name, address and telephone number of any such lawyer who will speak on your behalf. If you appear through your own lawyer, you are responsible for paying that lawyer.

Your objection must be filed or postmarked on or before [DATE]. All written objections and supporting papers must be submitted to the Court, Class Counsel and Defendants' counsel either by mailing them to the addresses listed below, or by filing through the Court's CM/ECF system.

COURT	CLASS COUNSEL	ATHENE DEFENDANTS COUNSEL	CGU COUNSEL
Clerk of Court United States District Court District of Massachusetts John Joseph Moakley U.S. Courthouse One Courthouse Way Suite 2300 Boston, MA 02210	Jonathan Auerbach Jerome M. Marcus MARCUS AND AUERBACH LLC 1121 N. Bethlehem Pike Suite 60-242 Spring House, PA 19477	Joel S. Feldman Hille R. Sheppard Daniel C. Craig SIDLEY AUSTIN LLP One South Dearborn Street Chicago, IL 60603	James R. Carroll Michael S. Hines Christopher G. Clark SKADDEN, ARPS, SLATE MEAGHER & FLOM LLP 500 Boylston Street Boston, MA 02116

If you do not submit an objection in accordance with the above requirements, you will not be treated as having filed a valid objection to the proposed Settlement.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court decided Jonathan Auerbach and Jerome M. Marcus of Marcus & Auerbach LLC and Paul J. Klehm of Krasnoo, Klehm & Falkner LLP are the lawyers appointed to represent you and all Class Members; Messrs. Auerbach and Marcus, and Marcus & Auerbach LLC, have been appointed Lead Counsel. Lead Counsel are experienced in handling similar cases and class actions involving consumer law disputes. They can be contacted at the following addresses:

Jonathan Auerbach
Jerome M. Marcus
Marcus & Auerbach LLC
1121 N. Bethlehem Pike, Suite 60-242
Spring House, PA 19477

You can also contact your lawyers at [xxxxxxxx@xxx.com]

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11. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you want to have your own lawyer, you have the right to do so, at your own expense.

12. How will the lawyers be paid?

Since the investigation of the claims brought in this lawsuit starting in the fall of 2014 and continuing with the filing of a complaint in July of 2015, Class Counsel have devoted substantial resources and expenditures in pursuing claims on behalf of the Settlement Class purely on a contingent basis, meaning that Class Counsel have received no fees or other compensation for their services or reimbursement of their expenses to date. Class Counsel will ask the Court for an award of fees and expenses, which will be posted on [website] when it is filed with the Court. That award will be paid from the Cash Fund. As part of the proposed Settlement, Class Counsel will ask the Court to approve an amount of attorneys' fees and reimbursement of expenses not to exceed four million six hundred thousand Dollars ($4,600,000).

13. Dismissal with Prejudice and Release of Claims

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the lawsuit with prejudice as to all claims against all Defendants. Defendants will also receive a release and discharge of all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind or type regarding the subject matter of the lawsuit, whether based on state or federal law, statute, regulation, contract, tort, or common law, in any way involving the subject matter of this lawsuit, including claims that were brought or could have been brought, whether known or unknown. The full details of the releases are set forth in the Settlement Agreements, copies of which may be viewed at the Settlement Website [www.xxxxxxxx.com].

14. The Court's Fairness Hearing

The Court will hold a Fairness Hearing on **DATE at [TIME] [].m.** at the John Joseph Moakley U.S. Courthouse, One Courthouse Way, Boston, MA 02210, Courtroom __, __th floor. At the hearing, the Court will decide whether to approve the proposed Settlement and the request for attorneys' fees and reimbursement of expenses. If objections have been timely received, the Court will consider them at this time.

You and/or your own lawyer may attend the Fairness Hearing if you wish, at your own expense. You may also ask the Court for permission to speak at the Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses. You do not need to attend or speak at the Fairness Hearing to remain a Class Member. You cannot speak at the Fairness Hearing if you have excluded yourself from the Settlement Class or if you do not object.

The date of the Fairness Hearing may be changed without further notice to you. Accordingly, if you intend to appear at the Fairness Hearing, you should check Judge Gorton's calendar at the Court's website, _____ on **DATE,** to make sure that the date scheduled for the Fairness Hearing has not been changed. The date of the Fairness Hearing will also be posted on the Settlement Website [www.xxxxxxxx.com].

ADDITIONAL INFORMATION

This Notice provides only a summary of the matters relating to the Settlement. For more detailed information, you may wish to review the Settlement Agreements. A website was created for this Settlement containing all the important documents for the Settlement. If you wish to view these documents, or if you would like to update your address, please visit [website].

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You may also write to the following address:

Settlement Administrator
XXXXXXXXX Settlement
PO Box _____
_____

You may also view the complete file of the lawsuit, including the Settlement Agreements, at the Office of the Clerk, United States District Court, District of Massachusetts, One Courthouse Way, Boston, MA 02210, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The Clerk will tell you how to obtain the file for inspection and copying at your own expense. Documents may also be viewed and printed on the Court's website (pacer.gov) through PACER at a cost per page viewed. You may also contact Class Counsel at [xxxxxxxx@xxx.com].

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT OR ANY OF THE DEFENDANTS REGARDING THIS ACTION OR PROPOSED SETTLEMENT

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EXHIBIT 3

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

[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 _____, at ___, [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.

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: _____, 2018

_____
Nathaniel M. Gorton
U.S. District Judge

EXHIBIT 4

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, 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

DECLARATION OF PAUL MULHOLLAND, CPA, REGARDING THE ADMINISTRATION PROCESS FOR THE SETTLEMENT

I, PAUL MULHOLLAND, declare as follows:

1. I am a Certified Public Accountant and the President of Strategic Claims Services ("SCS"). I have over 25 years of experience specializing in class action settlements and I have administered over five-hundred (500) cases. I have also testified as an expert witness in class action litigations and settlements. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth in this declaration.

2. This declaration is to provide the Court with information regarding SCS' experience and the notice program proposed for this case.

SCS' EXPERIENCE

3. SCS is a nationally recognized claims administration firm that specializes in class action services which include, but are not limited to: consulting prior to and during the administrative process; reviewing legal notices; notification process via email and/or mail; website design;

claims administration; distribution process; tax reporting; setting up and maintaining the escrow account; reporting on the escrow account; data management; live operators handling phone calls and answering questions regarding proposed settlements; and other related services necessary during the administration process.

4. SCS was established in April 1999 and had administered over four-hundred (400) class action settlements since its inception. SCS has provided administration services for cases of all sizes in a cost-effective and efficient manner as well as maintaining paramount quality control.

NOTICE PLAN

5. Class Members are defined as:

> 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 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.

6. Once the Athene Defendants provide SCS with a list containing the names and last known addresses of the Class Members assembled from Athene records, SCS will perform the National Change of Address search prior to the initial mailing. The Court-approved Notice will then be mailed to the Class Members via U.S.P.S. first-class, postage prepaid. Class Member address information in our system will be updated upon the request of the Class Member. SCS will track Notices returned with forwarding addresses and immediately re-mail another Notice using the forwarding address.

7. To provide additional information to Class Members, SCS' website will be updated to include all pertinent documents such as Notice, Settlement Agreement, Court Orders and any

other information relating to the Settlement or as may otherwise be ordered by the Court. The website address will be available in the Notice sent to Class Members.

8. SCS' live operators will handle all incoming calls and any voicemails will be returned within 24 hours. SCS will also respond promptly to any e-mails, faxes, letters and other correspondence with regards to the Settlement.

9. The notice procedures described in paragraphs six (6) through eight (8) above are consistent with the procedures SCS has used in each of the class action settlements in which I have been involved over the past 25 years.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 30th day of April 2018, in Media, Pennsylvania.

Paul Mulholland, CPA