

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

JEFFREY LEONARD, IN HIS CAPACITY AS  
TRUSTEE OF THE POPLAWSKI 2008  
INSURANCE TRUST; PHYLLIS POPLAWSKI;  
PBR PARTNERS, BRIGHTON TRUSTEES,  
LLC, on behalf of and as trustee for COOK  
STREET MASTER TRUST III; BANK OF  
UTAH, solely as security intermediary for COOK  
STREET MASTER TRUST III; PEAK TRUST  
COMPANY, AK, on behalf of and as trustee for  
SUSAN L. CICIORA TRUST and STEWART  
WEST INDIES TRUST; and ADVANCE TRUST  
& LIFE ESCROW SERVICES, LTA, as  
securities intermediary for LIFE PARTNERS  
POSITION HOLDER TRUST, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

vs.

JOHN HANCOCK LIFE INSURANCE  
COMPANY OF NEW YORK and JOHN  
HANCOCK LIFE INSURANCE COMPANY  
(U.S.A.),

Defendants.

Civil Action No. 18-cv-04994-AKH

**DECLARATION OF GINA M. INTREPIDO-BOWDEN IN CONNECTION WITH  
CLASS COUNSEL’S MOTION FOR ATTORNEYS’ FEES, REIMBURSEMENT OF  
LITIGATION EXPENSES, AND INCENTIVE AWARDS**

I, GINA M. INTREPIDO-BOWDEN, declare and state as follows:

1. I am a Vice President at JND Legal Administration (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.
2. In its Order preliminarily approving the class action settlement and certifying the class, the Court appointed me as the Settlement Administrator in this action. (Dkt. 203 ¶ 9.)
3. I previously submitted a Declaration regarding the Proposed Settlement Notice Plan in support of Plaintiffs’ Motion for Preliminary Approval and Class Certification. (Dkt. 201-7.) This

additional Declaration is being filed to report on the implementation of the notice plan and provide an update on the Settlement Administration Expenses that have been accrued through February 28, 2022.

**CAFA NOTICE**

4. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, JND compiled a CD-ROM containing the following documents:

- a. Class Action Complaint, filed on June 5, 2018
- b. First Amended Class Action Complaint, filed on April 9, 2020
- c. Second Amended Class Action Complaint, filed on March 25, 2021
- d. Notice of Plaintiffs’ Motion for Preliminary Approval and Class Certification, filed on December 30, 2021
- e. Memorandum of Law in Support of Plaintiffs’ Motion for Preliminary Approval and Class Certification, filed on December 30, 2021
- f. Declaration of Seth Ard in Support of Plaintiffs’ Motion for Preliminary Approval of Settlement, filed on December 31, 2021, and attaching the class action profile of Susman Godfrey, L.L.P., the Settlement Agreement, and proposed Distribution Plan (Plan of Allocation)
- g. Declaration of Gina M. Intrepido-Bowden on Proposed Settlement Notice Plan, filed on December 30, 2021, attaching curriculum vitae (“c.v.”) of Gina M. Intrepido-Bowden and JND, and proposed notice materials
- h. Proposed Order Preliminarily Approving Class Action Settlement and Certifying the Class, filed on December 30, 2021
- i. Estimated Breakdown of Class Members by State

5. The CD-ROM along with a cover letter was mailed to the appropriate Federal and State officials on January 7, 2022. A copy of the cover letter and a list of the Federal and State official recipients is attached hereto as Exhibit 1.

**CLASS DATA RECEIVED**

6. On January 24, 2022, counsel for Defendant provided JND an electronic file containing the names, mailing addresses, and policy numbers of individuals identified as potential Settlement Class Members. The file contained a total of 1,308 records (across 1,278 unique Class Policies).

7. Prior to mailing the Class Notices, JND updated addresses using data from the United States Postal Service's National Change of Address ("NCOA") database.<sup>1</sup> The Settlement Class Member data was then promptly loaded into a secure database established for this Action.

**DIRECT NOTICE MAILING**

8. On February 9, 2022, JND mailed the Court-approved Class Notice via first-class mail to the 1,308 records on the Settlement Class list. A representative copy of the Class Notice is attached hereto as Exhibit 2.

9. As of the date of this Declaration, of the 1,308 Class Notices mailed, 28 Class Notices were returned as undeliverable. Two (2) of the Class Notices were forwarded to updated addresses by USPS. Of the undeliverable Class Notices that were not returned with updated address information, JND conducted advanced address skip-trace research and received updated address information for 4 records. JND re-mailed the Class Notice to the 4 records accordingly.

**PUBLICATION NOTICE**

10. On February 9, 2022, JND caused the Court-approved short-form notice ("Publication Notice") to be transmitted electronically over the PR Newswire Internet wire service. On February 10, 2022, JND caused the Publication Notice to appear in *The New York Times*. On February 11, 2022, JND caused the Publication Notice to appear in *The Financial Times*. On

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<sup>1</sup> The NCOA database is the official United States Postal Service ("USPS") technology product which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained in the database for 48 months.

February 12, 2022, JND caused the Publication Notice to appear in the *Wall Street Journal*. On February 14, 2022, JND caused the Publication Notice to appear in *USA Today*. Copies of the notices as they appeared in each edition of the paper/service are attached hereto as Exhibit 3.

#### **CASE WEBSITE**

11. On February 7, 2022, JND established the Class Website ([www.HancockCOISettlement.com](http://www.HancockCOISettlement.com)), which hosts copies of important case documents (including, but not limited to, the Long Form Notice, Short Form Notice/Publication Notice, Second Amended Class Action Complaint, Settlement Agreement, and Preliminary Approval Order), answers to frequently asked questions, and includes contact information for the Settlement Administrator. The Class Website also provides important information about the Settlement deadlines and gives Settlement Class Members the opportunity to learn more about their options outlined in the Class Notice.

#### **TOLL-FREE NUMBER AND POST OFFICE BOX**

12. On February 7, 2022, JND activated a case-specific toll-free number, 1-877-389-2130, for Settlement Class Members to call to obtain information about the Settlement. The telephone line is available 24 hours day, seven (7) days a week.

13. As of March 9, 2022, JND has received 63 calls.

14. JND also established a dedicated post office box where Settlement Class Members may send their exclusion requests.

#### **ADMINISTRATION FEES AND EXPENSES**

15. Settlement Administration Expenses include all administrative fees, costs, and expenses incurred in administering the Settlement. Settlement Administration Expenses include: data sanitation and standardization, declaration and notice preparation, printing and postage for mailing and re-mailing Class Notices, implementation of the publication plan,

website and toll-free line development and maintenance, contact center agents, status reports, and handling Class Member correspondence. As of February 28, 2022, JND has incurred \$90,197.06 in Settlement Administration Expenses. JND will continue to incur additional Settlement Administration Expenses as it continues to administer the Settlement.

**REACH**

16. The direct mailed notice effort successfully reached 98% of Settlement Class Members. The publication notice effort and press release extended that reach further. As a result, the reach meets that of other court approved programs, and exceeds the 70% or above reach standard set forth by the FJC.

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

Executed on March 11, 2022, at Philadelphia, PA.



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GINA M. INTREPIDO-BOWDEN

**- EXHIBIT 1 -**



January 7, 2022

The Appropriate Federal and State Officials  
Identified in Attachment A

**RE: CAFA Notice of Proposed Class Action Settlement**

Dear Sir or Madam:

This Notice is being provided to you in accordance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715 on behalf of John Hancock Life Insurance Company of New York and John Hancock Life Insurance Company (U.S.A) (collectively, “John Hancock”), the Defendants, in the below-referenced class action (“the Action”). A Joint Stipulation and Settlement Agreement was submitted for approval to the Court on December 30, 2021. As of the date of this letter, a preliminary approval hearing has not been scheduled.

**Case Name:** *Leonard, et al. v. John Hancock Life Insurance Company of New York, et al.*

**Case Number:** *1:18-cv-04994-AKH*

**Jurisdiction:** *United States District Court for the Southern District of New York*

**Date Settlement filed with Court:** *December 30, 2021*

Copies of all materials filed in the above-named actions are electronically available on the Court’s Pacer website found at <https://pcl.uscourts.gov>. Additionally, in compliance with 28 U.S.C. § 1715(b), the enclosed CD-ROM contains the following documents filed in the Action:

- 01 - Class Action Complaint.pdf**  
Class Action Complaint, filed on June 5, 2018
- 02 - Amended Class Action Complaint.pdf**  
First Amended Class Action Complaint, filed on April 9, 2020
- 03 - Second Amended Class Action Complaint.pdf**  
Second Amended Class Action Complaint, filed on March 25, 2021
- 04 - Motion for Preliminary Approval.pdf**  
Notice of Plaintiffs’ Motion for Preliminary Approval and Class Certification, filed on December 30, 2021
- 05 - Memorandum of Law in Support of Motion for Preliminary Approval.pdf**  
Memorandum of Law in Support of Plaintiffs’ Motion for Preliminary Approval and Class Certification, filed on December 30, 2021

**06 - Declaration of Seth Ard.pdf**

Declaration of Seth Ard in Support of Plaintiffs' Motion for Preliminary Approval of Settlement, filed on December 31, 2021, attaching:

Exhibit 1 - Class Action Profile of Susman Godfrey, L.L.P.

Exhibit 2 - Settlement Agreement

Exhibit 3 - Proposed Distribution Plan (Plan of Allocation)

**07 - Declaration of Gina M. Intrepido-Bowden.pdf**

Declaration of Gina M. Intrepido-Bowden on Proposed Settlement Notice Plan, filed on December 30, 2021, attaching:

Exhibit A - C.V. of Gina M. Intrepido-Bowden

Exhibit B - Proposed Class Notice

Exhibit C - Proposed Short Form/Publication Notice

**08 - [Proposed] Preliminary Approval Order.pdf**

[Proposed] Order Preliminarily Approving Class Action Settlement and Certifying the Class, filed on December 30, 2021

Additionally, in accordance with 28 U.S.C. § 1715(b)(7), John Hancock provides a table (Document 09 on the CD-ROM) containing: (i) the number of Class Policies (as defined in the Settlement Agreement) issued in each State; and (ii) the number of Class Policies issued in each State as percent of all the Class Policies.

**09 - Estimated Breakdown of Class Members by State.pdf**

There are no other settlements or agreements made between Counsel for the parties related to the class defined in the proposed Settlement, and as of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case. If you have any questions regarding the details of the case and settlement, please contact Defense Counsel's representative at:

Motty Shulman  
Fried, Frank, Harris, Shriver & Jacobson LLP  
One New York Plaza  
New York, NY 10004  
Email: Motty.Shulman@friedfrank.com  
Telephone: (212)-859-8839

For questions regarding access to the documents provide with this Notice, please contact JND at:

JND Class Action Administration  
1100 2nd Ave, Suite 300  
Seattle, WA 98101  
Phone: 800-207-7160

Regards,

JND Legal Administration  
Encl.

CAFA Notice - Attachment A - Service List

**The Attorneys General and appropriate State and Federal Officials:**

Treg R. Taylor  
Office of the Attorney General  
1031 W 4th Ave  
Ste 200  
Anchorage, AK 99501

Steve Marshall  
Attorney General's Office  
501 Washington Ave  
Montgomery, AL 36104

Leslie Rutledge  
Office of the Attorney General  
323 Center St  
Ste 200  
Little Rock, AR 72201

Mark Brnovich  
Office of the Attorney General  
2005 N Central Ave  
Phoenix, AZ 85004

CAFA Coordinator  
Office of the Attorney General  
Consumer Protection Section  
455 Golden Gate Ave., Ste 11000  
San Francisco, CA 94102

Phil Weiser  
Office of the Attorney General  
Ralph L. Carr Judicial Building  
1300 Broadway, 10th Fl  
Denver, CO 80203

William Tong  
Office of the Attorney General  
165 Capitol Ave  
Hartford, CT 06106

Kathy Jennings  
Delaware Department of Justice  
Carvel State Office Building  
820 N French Street  
Wilmington, DE 19801

Ashley Moody  
Office of the Attorney General  
State of Florida  
PL-01 The Capitol  
Tallahassee, FL 32399

Chris Carr  
Office of the Attorney General  
40 Capitol Sq SW  
Atlanta, GA 30334

Holly T. Shikada  
Department of the Attorney General  
425 Queen Street  
Honolulu, HI 96813

Thomas J. Miller  
Office of the Attorney General  
Hoover State Office Building  
1305 E. Walnut Street Rm 109  
Des Moines, IA 50319

Lawrence G. Wasden  
Office of the Attorney General  
700 W. Jefferson St, Suite 210  
Boise, ID 83720

Kwame Raoul  
Office of the Attorney General  
James R. Thompson Center  
100 W. Randolph St  
Chicago, IL 60601

CAFA Notice - Attachment A - Service List

Todd Rokita  
Office of the Attorney General  
Indiana Government Center South  
302 W Washington St 5th Fl  
Indianapolis, IN 46204

Derek Schmidt  
Office of the Attorney General  
120 SW 10th Ave  
2nd Fl  
Topeka, KS 66612

Daniel Cameron  
Office of the Attorney General  
Capitol Building  
700 Capitol Ave Ste 118  
Frankfort, KY 40601

Jeff Landry  
Office of the Attorney General  
1885 N. Third St  
Baton Rouge, LA 70802

CAFA Coordinator  
General Counsel's Office  
Office of Attorney General  
One Ashburton Pl, 20th Floor  
Boston, MA 02108

Brian E. Frosh  
Office of the Attorney General  
200 St. Paul Pl  
Baltimore, MD 21202

Aaron Frey  
Office of the Attorney General  
6 State House Station  
Augusta, ME 04333

Dana Nessel  
Department of Attorney General  
G. Mennen Williams Building, 7th Fl  
525 W Ottawa St  
Lansing, MI 48933

Keith Ellison  
Office of the Attorney General  
445 Minnesota St  
Suite 1400  
St. Paul, MN 55101

Eric Schmitt  
Attorney General's Office  
Supreme Court Building  
207 W High St  
Jefferson City, MO 65101

Lynn Fitch  
Office of the Attorney General  
Walter Sillers Building  
550 High St Ste 1200  
Jackson, MS 39201

Austin Knudsen  
Office of the Attorney General  
Justice Building, Third Fl  
215 N. Sanders  
Helena, MT 59601

Josh Stein  
Attorney General's Office  
114 W Edenton St  
Raleigh, NC 27603

Wayne Stenehjem  
Office of the Attorney General  
State Capitol, 600 E Boulevard Ave  
Dept. 125  
Bismarck, ND 58505

Doug Peterson  
Attorney General's Office  
2115 State Capitol  
Lincoln, NE 68509

John Formella  
Office of the Attorney General  
NH Department of Justice  
33 Capitol St.  
Concord, NH 03301

Andrew J. Bruck  
Office of the Attorney General  
Richard J. Hughes Justice Complex  
25 Market St 8th Fl, West Wing  
Trenton, NJ 08611

Hector Balderas  
Office of the Attorney General  
Villagra Building  
408 Galisteo Street  
Santa Fe, NM 87501

Aaron Ford  
Office of the Attorney General  
Old Supreme Court Building  
100 N Carson St  
Carson City, NV 89701

CAFA Coordinator  
Office of the Attorney General  
28 Liberty St  
15th Fl  
New York, NY 10005

Dave Yost  
Attorney General's Office  
State Office Tower  
30 E Broad St 14th Fl  
Columbus, OH 43215

John O'Connor  
Office of the Attorney General  
313 NE 21st St  
Oklahoma City, OK 73105

Ellen F. Rosenblum  
Oregon Department of Justice  
Justice Building  
1162 Court St NE  
Salem, OR 97301

Josh Shapiro  
PA Office of the Attorney General  
Strawberry Square 16th Fl  
Harrisburg, PA 17120

Peter F. Neronha  
Office of the Attorney General  
150 S Main St  
Providence, RI 02903

Alan Wilson  
Office of the Attorney General  
Rembert C. Dennis Bldg  
1000 Assembly St Rm 519  
Columbia, SC 29201

Jason Ravensborg  
Office of the Attorney General  
1302 E Highway 14  
Ste 1  
Pierre, SD 57501

Herbert H. Slatery, III  
Office of the Attorney General  
500 Dr Martin L King Jr Blvd  
Nashville, TN 37243

Ken Paxton  
Office of the Attorney General  
300 W. 15th St  
Austin, TX 78701

Sean D. Reyes  
Office of the Attorney General  
Utah State Capitol Complex  
350 North State St Ste 230  
Salt Lake City, UT 84114

Mark R. Herring  
Office of the Attorney General  
202 N. Ninth St.  
Richmond, VA 23219

T.J. Donovan  
Attorney General's Office  
109 State St.  
Montpelier, VT 05609

Bob Ferguson  
Office of the Attorney General  
1125 Washington St SE  
Olympia, WA 98501

Josh Kaul  
Attorney General's Office  
P.O. Box 7857  
Madison, WI 53707

Patrick Morrissey  
Office of The Attorney General  
State Capitol, 1900 Kanawha Blvd E  
Building 1 Rm E-26  
Charleston, WV 25305

Bridget Hill  
Office of the Attorney General  
State Capitol Building  
200 W 24th St  
Cheyenne, WY 82002

Karl A. Racine  
Office of the Attorney General  
400 6th St NW  
Washington, DC 20001

Merrick Garland  
Office of the U.S. Attorney General  
U.S. Department of Justice  
950 Pennsylvania Ave NW  
Washington, DC 20530

Fainu'ulelei Falefatu Ala'ilima-Utu  
Department of Legal Affairs  
Exec Ofc Bldg, 3rd Fl  
P.O. Box 7  
Utulei, AS 96799

Leevin Taitano Camacho  
Office of the Attorney General  
Administration Division  
590 S Marine Corps Dr, Suite 901  
Tamuning, GU 96913

Edward Manibusan  
Office of the Attorney General  
Administration Building  
P.O. Box 10007  
Saipan, MP 96950

Domingo Emanuelli Hernández  
Dpto. de Justicia de Puerto Rico  
Calle Teniente César González 677  
Esq. Ave. Jesús T. Piñero  
San Juan, PR 00918

Denise N. George  
Office of the Attorney General  
3438 Kronprindsens Gade  
GERS Building 2nd Fl  
St. Thomas, VI 00802

Joses R. Gallen  
Department of Justice  
P.O. Box PS-105  
Palikir  
Pohnpei State, FM 96941

Richard Hickson, Attorney General  
C/O Marshall Islands Embassy  
2433 Massachusetts Ave NW  
Washington, DC 20008

Ernestine K. Rengiil  
Office of the Attorney General  
P.O. Box 1365  
Koror, PW 96940

**Departments of Insurance:**

Lori K Wing-Heier, Director  
DCCED Div of Insurance  
550 W 7th Ave  
Ste 1560  
Anchorage, AK 99501

Jim L Ridling, Commr.  
Alabama Dept of Insurance  
201 Monroe St  
Ste 502  
Montgomery, AL 36104

Alan McClain, Commr.  
Arkansas Insurance Dept  
1 Commerce Way  
Little Rock, AR 72202

Evan Daniels, Director  
DIFI  
100 N 15th Ave  
Ste 261  
Phoenix, AZ 85007

Ricardo Lara, Commr.  
California Dept of Insurance  
300 Capitol Mall  
17th Fl  
Sacramento, CA 95814

Michael Conway, Commr.  
Colorado DORA Div of Insurance  
1560 Broadway  
Ste 850  
Denver, CO 80202

Andrew N. Mais, Commr.  
Connecticut Insurance Dept  
153 Market St  
7th Fl  
Hartford, CT 06103

Trinidad Navarro, Commr.  
Delaware Dept of Insurance  
1351 West North Street  
Suite 101  
Dover, DE 19904

David Altmaier, Commr.  
Florida Ofc of Insurance Regulation  
J Edwin Larson Bldg  
200 E Gaines St Rm 101A  
Tallahassee, FL 32399

John F. King, Commr.  
Ofc of Insurance and Safety  
Fire Commissioner  
2 MLK Jr Dr, West Tower, Ste 702  
Atlanta, GA 30334

Colin M. Hayashida, Commr.  
DCCA Insurance Division  
King Kalakaua Building  
335 Merchant St Rm 213  
Honolulu, HI 96813

Doug Ommen, Commr.  
Iowa Insurance Division  
1963 Bell Ave  
Ste 100  
Des Moines, IA 50315

Dean L Cameron, Director  
Idaho Dept of Insurance  
700 W State St  
3rd Fl  
Boise, ID 83702

Dana P. Severinghaus, Acting Dir.  
Illinois Dept of Insurance  
320 W Washington St  
4th Fl  
Springfield, IL 62767

Amy L. Beard, Commr.  
Indiana Dept of Insurance  
311 W Washington St  
Ste 300  
Indianapolis, IN 46204

Vicki Schmidt, Commr.  
Kansas Insurance Dept  
1300 SW Arrowhead Rd  
Topeka, KS 66604

Sharon P. Clark, Commr.  
Kentucky Dept of Insurance  
Mayo-Underwood Building  
500 Mero Street, 2 SE 11  
Frankfort, KY 40601

James J Donelon, Commr.  
Louisiana Dept of Insurance  
1702 N Third St  
Baton Rouge, LA 70802

Gary D Anderson, Commr.  
OCABR Division of Insurance  
1000 Washington St  
Ste 810  
Boston, MA 02118

Kathleen A. Birrane, Commr.  
Maryland Insurance Administration  
200 St. Paul Pl  
Ste 2700  
Baltimore, MD 21202

Eric A Cioppa, Superintendent  
DPFR Bureau of Insurance  
76 Northern Avenue  
Gardiner, ME 04345

Anita Fox, Director  
DIFS  
530 W Allegan St  
7th Fl  
Lansing, MI 48933

Grace Arnold, Commr.  
Minnesota Dept of Commerce  
Main Office, Golden Rule Bldg  
85 7th Pl E Ste 280  
St. Paul, MN 55101

Chlora Lindley-Myers, Director  
Missouri DCI  
Harry S Truman State Ofc Bldg  
301 W High St Rm 530  
Jefferson City, MO 65101

Mike Chaney, Commr.  
Mississippi Insurance Dept  
1001 Woolfolk State Ofc Bldg  
501 N West St  
Jackson, MS 39201

Troy Downing, Commr.  
of Securities and Insurance  
Montana State Auditor  
840 Helena Ave  
Helena, MT 59601

Mike Causey, Commr.  
North Carolina Dept of Insurance  
Albemarle Bldg  
325 N Salisbury St  
Raleigh, NC 27603

Jon Godfread, Commr.  
North Dakota Insurance Dept  
State Capitol, 600 E Boulevard Ave  
Fifth Floor  
Bismarck, ND 58505

Eric Dunning, Director  
Nebraska Dept of Insurance  
1135 M St  
Ste 300  
Lincoln, NE 68508

Chris Nicolopoulos, Commr.  
New Hampshire Insurance Dept  
21 S Fruit St  
Ste 14  
Concord, NH 03301

Marlene Caride, Commr.  
NJ Dept of Banking and Insurance  
Mary Roebling Bldg  
20 W State St  
Trenton, NJ 08625

Russell Toal, Superintendent  
Ofc of Superintendent of Insurance  
1120 Paseo de Peralta  
Suite 428  
Santa Fe, NM 87501

Barbara D Richardson, Commr.  
Nevada Division of Insurance  
Dept of Business and Industry  
1818 E College Pkwy Ste 103  
Carson City, NV 89706

Adrienne A. Harris, Acting Supt.  
Dept of Financial Services  
One State St  
New York, NY 10004

Judith L. French, Director  
Ohio Dept of Insurance  
50 W Town St  
Third Fl Ste 300  
Columbus, OH 43215

Glen Mulready, Commr.  
Oklahoma Insurance Department  
400 NE 50th St  
Oklahoma City, OK 73105

TK Keen, Administrator  
Division of Financial Regulation  
350 Winter St NE  
Room 410  
Salem, OR 97301

Jessica K Altman, Commr.  
Pennsylvania Insurance Dept  
1326 Strawberry Square  
13th Fl  
Harrisburg, PA 17120

Elizabeth Kelleher Dwyer  
Superintendent, Div of Insurance  
Dept of Business Regulation  
1511 Pontiac Ave Bldg 69-2  
Cranston, RI 02920

Raymond G Farmer, Director  
South Carolina Dept of Insurance  
Capitol Center  
1201 Main St Ste 1000  
Columbia, SC 29201

Marcia Hultman, Secretary  
Dept of Labor and Regulation  
Division of Insurance  
124 S Euclid Ave 2nd Fl  
Pierre, SD 57501

Carter Lawrence, Commr.  
Dept of Commerce and Insurance  
Davy Crockett Tower 12th Fl  
500 James Robertson Pkwy  
Nashville, TN 37243

Cassie Brown, Commr.  
Texas Dept of Insurance  
333 Guadalupe St  
Austin, TX 78701

Jonathan T. Pike, Commr.  
Utah insurance Dept  
4315 S 2700 W  
Ste 2300  
Taylorsville, UT 84129

Scott A White, Commr.  
State Corporation Commission  
Bureau of Insurance  
Tyler Bldg 1300 E Main St  
Richmond, VA 23219

Michael Pieciak, Commr  
Dept of Financial Regulation  
89 Main St  
3rd Fl  
Montpelier, VT 05620

Mike Kreidler, Commr.  
Ofc of the Insurance Commissioner  
5000 Capitol Blvd SE  
Tumwater, WA 98501

Nathan Houdek, Commr.  
Ofc of the Commr of Insurance  
125 S Webster St  
GEF III - Second Fl  
Madison, WI 53703

Allan L. McVey, Commr.  
Ofcs of the Insurance Commissioner  
900 Pennsylvania Ave  
Building 1 Rm E-26  
Charleston, WV 25302

Jeff Rude, Commr.  
Wyoming Dept of Insurance  
106 E 6th Ave  
Cheyenne, WY 82002

Karima Woods, Commr.  
Dept of Insurance, Securities  
and Banking  
1050 First St NE Ste 801  
Washington, DC 20002

Peni Itula Sapini Teo, Commr.  
Office of the Governor  
A.P. Lutali Exec Ofc Bldg, 3rd Fl  
Utulei  
Pago Pago, AS 96799

CAFA Notice - Attachment A - Service List

Alexander Adams, Commr.  
Oficina del Comisionado de Seguros  
Edificio World Plaza 906  
268 Ave. Muñoz Rivera  
San Juan, PR 00918

Gwendolyn Hall Brady, Director  
Division of Banking, Insurance  
and Financial Regulation  
No 5049 Kongens Gade  
St Thomas, VI 00802

Dafne M. Shimizu, Director  
Guam Dept of Revenue and Taxation  
Regulatory Division  
1240 Army Dr  
Barrigada, GU 96913

Edward Deleon, Commr.  
CNMI Dept of Commerce  
Administration Building  
P.O. Box 5795 CHRB  
Saipan, MP 96950

Nakama Sana, Commissioner  
FSM Insurance Board  
P.O. Box K-2980  
Kolonia  
Pohnpei, FM 96941

**- EXHIBIT 2 -**

**UNITED STATES DISTRICT COURT**  
**FOR THE SOUTHERN DISTRICT OF NEW YORK**

**If you are the current or former owner of a Performance Universal life insurance policy issued by John Hancock that was subject to a cost of insurance rate increase, your rights may be affected by a class action settlement**

*A New York Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

- A proposed settlement has been reached in a class action lawsuit called *Jeffrey Leonard et. al. v. John Hancock Life Insurance Company of New York et. al.*, Case No. 18-CV-4994 (AKH) (the “Settlement”).
- The lawsuit alleges that Defendants, John Hancock Life Insurance Company of New York and John Hancock Life Insurance Company (U.S.A.) (collectively, “John Hancock”) increased cost of insurance (“COI”) rates on certain Performance Universal Life policies (“Class Policies”) beginning in 2018 and 2019 unlawfully and in violation of the terms of the policies (the “COI Increase”). The lawsuit further alleges that John Hancock violated certain state statutes for issuing false and misleading illustrations regarding the policies. John Hancock denies these claims; however, both sides have agreed to the Settlement to avoid the cost of further litigation.
- If the Court approves the Settlement, John Hancock will fund a cash settlement fund up to \$123,074,128.32, which is estimated to be approximately 91.25% of the incremental COI charges that John Hancock collected from the Class Policies through August 31, 2021. Class members will be eligible to receive payment from that cash fund, as further detailed in Questions 8-11.
- As part of the Settlement, John Hancock has agreed to a “COI Rate Freeze,” under which it will not raise COI rate scales on policies covered by the Settlement for a period of five years. In addition, John Hancock has agreed to extend the COI Rate Freeze if it agrees to a longer freeze for any member of the Settlement Class that opts out of the Settlement, or for any owner of a policy that was subject to the COI Increase.
- As part of the Settlement, John Hancock has also agreed not to challenge the validity of the Class Policies based on certain grounds, as further detailed in Question 8.
- You may be a part of the Settlement if you are the current or former owner of a Class Policy. Your legal rights are affected whether or not you act. ***Please read this notice carefully.***

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• Get certain benefits from the Settlement</li> <li>• Be bound by the Settlement</li> <li>• Give up your right to sue or continue to sue John Hancock for the claims in this case</li> </ul>	
<b>ASK TO BE EXCLUDED (“OPT OUT”)</b>	<ul style="list-style-type: none"> <li>• Remove yourself from the Class</li> <li>• Get no benefits from the Settlement</li> <li>• Keep your right to sue or continue to sue John Hancock, at your own expense, for the claims in this case</li> </ul>	Postmarked by <b>March 28, 2022</b>
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>• Tell the Court what you do not like about the Settlement — You will still be bound by the Settlement and you will receive a payment and other non-cash relief if you are entitled to it</li> </ul>	Filed and served by <b>March 28, 2022</b>

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, cancelled, or otherwise modified, so please check the Class Website, [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com), regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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## **BASIC INFORMATION**

### **1. Why is there a notice?**

You have a right to know about a proposed settlement of a class action lawsuit, and about your rights and options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for the Southern District of New York (the “Court”), and the case is called *Jeffrey Leonard et. al. v. John Hancock Life Insurance Company of New York et. al.*, Case No. 18-CV-4994 (AKH) (the “Action”). The individuals who sued on behalf of the Class include Plaintiffs Jeffrey Leonard, in his capacity as trustee of The Poplawski 2008 Insurance Trust; Phyllis Poplawski; PBR Partners; Brighton Trustees, LLC, on behalf of and as trustee for Cook Street Master Trust III; Bank of Utah, solely as securities intermediary to Cook Street Master Trust III; Peak Trust Company, AK, on behalf of and as trustee for the Susan L. Ciciora Trust and the Stewart West Indies Trust; and Advance Trust & Life Escrow Services, LTA, as securities intermediary for Life Partners Position Holder Trust. The companies they sued, John Hancock Life Insurance Company of New York and John Hancock Life Insurance Company (U.S.A.), and any of their predecessor and successor entities, are called the Defendants.

### **2. What is this lawsuit about?**

This lawsuit alleges that John Hancock increased COI rates on certain Performance Universal life insurance policies beginning in 2018 and 2019 unlawfully and in violation of the terms of the policies. The lawsuit further alleges that John Hancock violated certain state statutes for issuing false and misleading illustrations regarding the policies. John Hancock denies these claims; however, both sides have agreed to the Settlement to avoid the cost of further litigation.

### **3. Why is this a class action?**

In a class action, one or more people called Class Representatives sue on behalf of people who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows resolution of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

### **4. Why is there a Settlement?**

John Hancock denies that it did anything wrong. However, both sides, with the assistance of an experienced mediator, former Judge James “Jay” C. Francis IV, have agreed to the Settlement. Both sides want to avoid the cost and risk of further litigation. The Court has not decided in favor of the Plaintiffs or John Hancock. Plaintiffs and their attorneys think the Settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

## **WHO IS IN THE SETTLEMENT?**

### **5. Am I part of the Settlement?**

The Settlement Class consists of current and former owners of any universal life insurance policy issued by John Hancock, or its predecessors, that were subjected to the COI Increase, excluding the Excluded Policies.

Excluded Policies include:

- (1) the policies at issue in the following cases: (i) *Davydov v. JHNY and JHUSA*, 18-cv-09825 (S.D.N.Y.); (ii) *Twin Lakes and Lakewood Holdings v. JHNY and JHUSA*, 655429/2018 (N.Y. Sup. Ct.); (iii) *LSH and Wells Fargo v. JHNY and JHUSA*, 19-cv-1009 (S.D.N.Y.); (iv) *Lipschitz et al. v. JHNY*, 655579/2019 (N.Y. Sup. Ct.); (v) *VICOF II Trust et al. v. JHNY*, 19-cv-11093 (S.D.N.Y.); (vi) *Wells Fargo v. John Hancock Life Insurance Company (U.S.A.)*, 20-cv-5032 (S.D.N.Y.); (vii) *Kolel Beth Yechiel Mechil of Tartikov, Inc. v. JHNY and JHUSA*, 650452/2021 (N.Y. Sup. Ct.); and (viii) all actions consolidated with (v) pursuant to the Court's Oct. 14, 2021 Order (19-cv-11093, Dkt. 99).
- (2) the following policies, which have previously reached settlements with John Hancock: 94656436, 93706844, 93717346, 93717353, 93717361, 93717379, 93752541, 94265337, 94472578, 93970200, 94270709, 93509370, and 93787802.

If an individual or entity is the owner of *both* an Excluded Policy and a Class Policy, the owner is included in the Settlement Class with respect to the Class Policy but not with respect to any Excluded Policy. If an owner (such as a securities intermediary or trustee) owns multiple policies on behalf of different principals, that owner may stay in or opt-out of the Settlement Class separately for each principal.

### **6. How do I know if I am the Owner of a Class Policy?**

You are the Owner of a Class Policy if you currently have or previously held a direct or indirect ownership interest in any Class Policy.

### **7. What if I am still not sure if I am included in the Settlement?**

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, you should visit the Class Website, [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com), or call the Settlement Administrator toll-free at 1-877-389-2130.

## **SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET**

### **8. What does the Settlement provide?**

The Settlement provides both cash and non-cash relief.

Cash Relief: John Hancock will fund up to \$123,074,128.32, which is estimated to be approximately 91.25% of the total incremental COI charges collected by John Hancock from Class Policies through August 31, 2021 (the “Settlement Fund”).

Each Final Settlement Class Member will be issued a check for their pro-rata share of the Settlement Fund, after certain expenses have been deducted. At a minimum, the check will be for \$100, but in most cases, it will be for a much greater amount.

Specifically, each of the Class Policies has been assigned a dollar amount that is estimated to be approximately 91.25% of the incremental COI charges collected by John Hancock from the specific Class Policy through August 31, 2021 (the “Policy Settlement Amount”). For each Class Policy that validly opts out of this Settlement, the Settlement Fund will be reduced by the Policy Settlement Amount for that Class Policy, resulting in what is called the “Final Settlement Fund.” The Final Settlement Fund will first be used to pay: (1) all settlement administration expenses (excluding certain publication notice expenses); (2) any “Incentive Awards,” which are awards to compensate the named Plaintiffs for efforts they took on behalf of the entire Settlement Class in the litigation, and which are capped at \$25,000 per Plaintiff; and (3) any Class Counsel’s Fees and Expenses (which will not exceed one-third of the value of all benefits provided by the Settlement to the Final Settlement Class Members). The remainder of the Final Settlement Fund will be used to pay the Final Settlement Class Members on a pro-rata basis, based on each Class Policy’s share of the total Settlement Fund.

Non-Cash Relief: John Hancock has also agreed not to:

- Raise COI rates on policies covered by the Settlement for a period of five years (the “COI Rate Freeze”) following final approval of this Settlement. In addition, John Hancock has agreed to extend the COI Rate Freeze if it agrees to a longer freeze for an Excluded Policy or for a policy subjected to the COI Increase owned by any member of the Settlement Class that opts out of the Settlement. John Hancock has agreed to extend the COI Rate Freeze so that it is as long as any freeze it agrees to with an opt-out or other policyholder subjected to the COI Increase.
- Seek to cancel, void, rescind, or deny a death claim submitted under the Class Members’ policies or contest the validity of a policy based on:
  - An alleged lack of valid insurable interest under any applicable law or equitable principles; or
  - Any misrepresentation allegedly made on or related to the application for, or otherwise made in applying for the Policy.

More details are in a document called the Settlement Agreement, which is available at [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com).

## **HOW TO GET A PAYMENT**

### **9. How can I get a payment?**

You will automatically receive a payment in the mail if you are entitled to one. The payments will be mailed to the last known address based on John Hancock's administrative system, after they are run through the National Change of Address database. If you would like your payment to be mailed to a different address, please contact the Settlement Administrator.

### **10. When would I get my payment?**

Payments will be mailed to Settlement Class Members after the Court grants "final approval" to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It's always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

### **11. What am I giving up to get a payment and the other non-cash relief in the Settlement?**

If you are a Settlement Class Member, unless you exclude yourself from the Settlement, you cannot sue John Hancock, continue to sue, or be part of any other lawsuit against John Hancock about the claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement. They describe the legal claims that you give up if you stay in the Settlement. The Settlement Agreement is available at [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com).

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want a payment and the other non-cash relief from the Settlement or you want to keep the right to sue or continue to sue John Hancock on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlement.

### **12. How do I get out of the Settlement?**

To exclude yourself (or "opt out") of the Settlement, you must complete and mail to the Settlement Administrator a written request for exclusion. The exclusion request must include the following:

- Your full name, address, telephone number, and email address (if any);
- A statement saying that you want to be excluded from the Settlement Class;
- The case name and case number (*Jeffrey Leonard v. John Hancock Life Insurance Company of New York*, Case No. 18-CV-4994 (AKH));
- The policy(ies) number(s) to be excluded; and
- Your signature.

If you request to be excluded, but you are not listed as the last known owner of the policy in John Hancock's administrative system, the Settlement Administrator will reach out to you and ask you to provide proof that you own the policy in question.

QUESTIONS? Visit [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com) or call toll-free at 1-877-389-2130

You must mail your exclusion request, postmarked by **March 28, 2022** to:

Hancock COI Settlement - Exclusions  
c/o JND Legal Administration  
P.O. Box 91398  
Seattle, WA 98111

If you are excluded, you will not get any Settlement payment or any other non-cash relief, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) John Hancock about the claims in this lawsuit.

If you don't include the required information or timely submit your request for exclusion, you will remain a Settlement Class Member and will not be able to sue John Hancock about the claims in this lawsuit.

**13. If I don't exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue John Hancock for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit, except for claims premised on Excluded Policies, which are already excluded. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered in the Action relating to the Settlement.

**14. If I exclude myself, can I still get a Settlement payment?**

No. You will not get any money from the Settlement if you exclude yourself.

**THE LAWYERS REPRESENTING YOU**

**15. Do I need to hire my own lawyer?**

No. The Court has appointed Susman Godfrey L.L.P as Class Counsel. You will not be charged for Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**16. How will the lawyers be paid?**

Class Counsel will file a motion seeking a fee award not to exceed one-third of the value of all benefits provided by the Settlement to the Final Settlement Class Members, and reimbursement for all of the expenses they incurred or will incur. Class Counsel will also seek an Incentive Award of up to \$25,000 for each of the named Plaintiffs, to compensate them for efforts they took on behalf of the entire Settlement Class in the litigation.

## OBJECTING TO THE SETTLEMENT

### 17. **How do I tell the Court if I do not like the Settlement?**

Any Settlement Class Member who does not properly opt out of the Settlement on time may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Settlement Class Members who wish to object to any term of the Settlement must do so, in writing, by filing a written objection with the Court, and serving copies on Class Counsel and Counsel for Defendants.

The written objection must include:

- Your full name, address, telephone number, and email address (if any);
- The policy(ies) number(s);
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A list of all persons who will be called to testify in support of the objection (if any);
- A statement of whether you intend to appear at the Fairness Hearing;
- A list of any objections by you and/or your counsel in any class action settlement submitted to any state or federal court in the United States in the previous five years; and
- Your or your counsel's signature.

If you intend to appear at the Fairness Hearing through counsel, the written objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing.

Your objection, along with any supporting material you wish to submit, must be filed with the Office of the Court, with a copy served on Class Counsel and Counsel for Defendants by **March 28, 2022** at the following addresses:

Clerk of the Court	Class Counsel
<p>Office of the Clerk Daniel Patrick Moynihan United States Courthouse 500 Pearl St. New York, NY 10007-1312</p>	<p>Steven G. Sklaver Seth Ard Ryan Kirkpatrick Glenn Bridgman Zachary B. Savage Ari Ruben Amy Gregory <b>Susman Godfrey LLP</b> 1301 Avenue of the Americas, 32nd Floor New York, NY 10019 ssklaver@susmangodfrey.com sard@susmangodfrey.com rkirkpatrick@susmangodfrey.com gbridgman@susmangodfrey.com zsavage@susmangodfrey.com aruben@susmangodfrey.com agregory@susmangodfrey.com</p>
	<p><b>Counsel for Defendants</b></p>
	<p>Motty Shulman <b>FRIED, FRANK, HARRIS, SHRIVER &amp; JACOBSON LLP</b> One New York Plaza New York, NY 10004 Phone: 212-859-8839 Fax: 212-859-4000 motty.shulman@friedfrank.com</p> <p>Andrea J. Robinson Robert K. Smith Timothy J. Perla <b>WILMER CUTLER PICKERING HALE AND DORR LLP</b> 60 State Street Boston, MA 02109 Phone: 617-526-6000 Fax: 617-526-5000 andrea.robinson@wilmerhale.com robert.smith@wilmerhale.com timothy.perla@wilmerhale.com</p>

QUESTIONS? Visit [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com) or call toll-free at 1-877-389-2130

**18. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

**THE COURT'S FAIRNESS HEARING**

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

The Court will hold a Fairness Hearing on May 17, 2022 at 2:30 p.m. ET, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the application by Class Counsel for attorneys' fees and reimbursement of expenses and reasonable Incentive Award payments for Plaintiffs. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must state your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear on your behalf. Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendant's Counsel no later than March 28, 2022.

Only the Parties, Settlement Class Members, or their counsel may request to appear and be heard at the Fairness Hearing. Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

**IF YOU DO NOTHING**

**22. What happens if I do nothing at all?**

If you do nothing, you will automatically receive a payment and the other non-cash relief from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against John Hancock about the legal issues in this case, ever again.

## **GETTING MORE INFORMATION**

### **23. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Class Website, [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com). If you have additional questions, you can visit the Class Website or contact the Settlement Administrator:

Hancock COI Settlement  
c/o JND Legal Administration  
P.O. Box 91398  
Seattle, WA 98111  
[info@HancockCOISettlement.com](mailto:info@HancockCOISettlement.com)  
1-877-389-2130

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE**

**- EXHIBIT 3 -**

# If you are the current or former owner of a Performance Universal life insurance policy issued by John Hancock that was subject to a cost of insurance rate increase, your rights may be affected by a class action settlement

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NEWS PROVIDED BY

**JND Legal Administration** →

Feb 09, 2022, 09:09 ET

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SEATTLE, Feb. 9, 2022 /PRNewswire/ -- JND Legal Administration announces that a proposed settlement has been reached in a class action lawsuit called *Jeffrey Leonard et. al. v. John Hancock Life Insurance Company of New York et. al.*, Case No. 18-CV-4994 (AKH) (the "Settlement"). This notice provides a summary of your rights and options. More details are available at [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com).

**What is this about?** The lawsuit alleges that Defendants, John Hancock Life Insurance Company of New York and John Hancock Life Insurance Company (U.S.A.) (collectively, "John Hancock") increased cost of insurance ("COI") rates on certain Performance Universal Life policies beginning in 2018 and 2019 unlawfully and in violation of the terms of the policies (the

"COI Increase"). The lawsuit further alleges that John Hancock violated certain state statutes for issuing false and misleading illustrations regarding the policies. John Hancock denies these claims; however, both sides have agreed to the Settlement to avoid the cost of further litigation.

**Who is affected?** You are potentially a member of the Settlement class whose rights may be affected if you are a current or former owner of one or more of the universal life insurance policies subjected to the COI Increase (a "Class Policy" or "Class Policies"). To learn which policies are excluded go to [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com).

**How do I know if I am an owner of a Class Policy?** You are the owner of a Class Policy if you currently have or previously held a direct or indirect ownership interest in any Class Policy. If you have any questions regarding ownership, please visit the Settlement website or contact the Settlement Administrator.

**What does the Settlement provide?** The Settlement provides for cash payments that will be distributed on a *pro rata* basis from a fund of up to \$123,074,128.32. In addition, John Hancock has agreed not to increase COI rate scales on Class Policies for a period of five years or more, and has agreed not to challenge the validity of the Class Policies on various grounds. For more details, visit [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com).

**What are my options?** You can do nothing, exclude yourself, or object to the Settlement.

**Do nothing.** You will automatically receive payment in the mail and the other non-cash benefits if you are entitled to them. You will give up your right to sue or continue to sue John Hancock for the claims in this lawsuit.

**Exclude yourself.** You will not receive a payment or any other benefits of the Settlement. You will keep your right to sue John Hancock at your own expense and with your own attorney for the claims in this lawsuit. Your exclusion request must follow the specific format required by the Court. For more information on how to exclude yourself from the Settlement please visit [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com).

the Settlement website or contact the Settlement Administrator.

**Object.** If you do not exclude yourself from the Settlement Class, you may object or tell the Court what you don't like about the Settlement.

Exclusion requests and objections must be sent to Hancock COI Settlement, c/o JND Legal Administration, P.O. Box 91398, Seattle, WA 98111, **postmarked by March 28, 2022**. For more details about your rights and options and how to exclude yourself or object, go to [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com).

**What happens next?** The Court will hold a Fairness Hearing on May 17, 2022 at 2:30 p.m. at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and expenses (not to exceed 33% of the value of the benefits provided by the Settlement), and incentive awards (up to \$25,000 per Plaintiff). The Court has appointed Susman Godfrey L.L.P. as Class Counsel. Class Counsel will answer any questions that the Court may have. You or your attorney may ask to speak at the hearing at your own expense, but you don't have to.

**How do I get more information?** For more information and to view the full notice, go to [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com), or contact the Settlement Administrator by writing Hancock COI Settlement, c/o JND Legal Administration, P.O. Box 91398, Seattle, WA 98111, or calling 1-877-389-2130.

**Please do not contact the Court.**

SOURCE JND Legal Administration

MEDIA | EARNINGS | EXECUTIVES

# Palin Opens Testimony As Ex-Editor at Times Ends 2 Days on Stand

By JEREMY W. PETERS and COLIN MOYNIHAN

Lawyers for The New York Times attempted on Wednesday to establish that members of its staff acted diligently and responsibly after learning that an editorial published in 2017 incorrectly linked a mass shooting in Arizona to the political rhetoric of Sarah Palin, who is suing the news organization for defamation.

The jury weighing Ms. Palin's suit against The Times in federal court in Lower Manhattan also heard briefly on Wednesday from Ms. Palin herself. But with late afternoon approaching, Judge Jed S. Rakoff adjourned for the day after Ms. Palin's lawyer had questioned her for roughly 15 minutes, touching only on biographical points about her political career and life in Alaska.

Ms. Palin, who has receded from the public eye in recent years despite once being one of the Republican Party's most dynamic but polarizing stars, explained that she was now spending most of her time in her hometown, Wasilla, Alaska, where she was "holding down the fort" as a single mother raising a child with special needs.

She will resume her testimony on Thursday morning.

The bulk of the day's proceedings were consumed by the second and final day of testimony



STEPHANIE KEITH FOR THE NEW YORK TIMES  
James Bennet, the former editor of the opinion section of The Times.

from James Bennet, the former editor of the opinion section of The Times, who also is named as a defendant in Ms. Palin's suit.

Mr. Bennet said under questioning from a lawyer representing The Times that it was never his intention to blame Ms. Palin for the 2011 mass shooting outside Tucson, Ariz., that wounded Gabrielle Giffords, then a Democratic member of Congress, and left six others dead.

Mr. Bennet said his use of the phrase "the link to political incitement was clear" — which he inserted into the editorial as he

edited it — was meant as a critique of the overheated political rhetoric of that moment.

Mr. Bennet testified that once he saw a flood of social media criticism, he thought that "the editorial was being read in a way we did not intend."

The editorial, which lamented the nation's increasingly heated political discourse, was written after the shooting at a congressional baseball team practice in June 2017 that left Representative Steve Scalise, Republican of Louisiana, gravely wounded. As originally published with the "incitement" language, the editorial mistakenly drew a link between the 2011 shooting and a map of the United States circulated by Ms. Palin's political action committee that showed 20 House districts held by Democrats at the time with digitized cross-hairs over them.

No evidence was ever found that showed the Arizona gunman, Jared Lee Loughner, had any political motives. The editorial was published the night of June 14, 2017, and The Times corrected it the next morning.

Lawyers for Ms. Palin are arguing that The Times acted recklessly in writing and publishing the editorial — a claim they must prove to meet the legal bar the law sets for defamation cases — and then was slow to correct it. Mr. Bennet attempted to refute that, testifying on Wednesday that the online backlash to the article surprised him because he was so certain he had not made a mistake. And the lawyer representing The Times, David Axelrod, highlighted an email from Mr. Bennet sent at 5:08 the morning after publication in which he wrote, "I would like to correct this as quickly as possible."

"I was upset and confused, I have to say, because I was just so blindsided by this," Mr. Bennet said Wednesday.

Part of what accounted for his confusion, he said, was the fact that he thought an editorial writer, a fact checker and two other editors had also looked over the piece. "And nobody had raised this issue," he said.

Though the incident in question occurred almost five years ago, Mr. Bennet said he had thought about it "pretty much every day since."

Ms. Palin's lawyers also called to the stand Ross Douthat, a Times columnist who wrote to Mr. Bennet around 11 on the night the editorial was published expressing his "bafflement" at the reference to Ms. Palin. Mr. Douthat testified that while he knew there had been no connection established between the Tucson shooting and Ms. Palin's political rhetoric, he understood that others at the time believed there was.

# Uber Sees Revenue Bump Despite Omicron Slowdown

By KATE CONGER

Uber said on Wednesday that growing revenue and returning passengers sent a strong signal that its business was bouncing back in the final three months of 2021 from the slowdown caused by the pandemic.

The quarter also provided another indication of how Uber's fortunes rise and fall with its investments in other companies.

Uber's revenue grew to \$5.8 billion, an 83 percent increase from a year earlier, exceeding analyst expectations. The company also marked its second profitable quarter as a public company, earning \$892 million largely from its investments in Grab, the Southeast Asian ride-hailing company that went public in December, and Aurora, the autonomous vehicle start-up.

Uber lost \$968 million during the same period a year earlier and reported a loss of \$2.4 billion in the third quarter of 2021 caused by its investment in Didi, the Chinese ride-hailing company.

Its investments in other ride-hailing companies would probably continue to cause fluctuation in its profits and losses, Uber said in its earnings report. Uber's chief executive, Dara Khosrowshahi, said at a December analyst event that the company would hang on to some of its strategic investments but would eventually look to sell its stake in Didi.

Uber's loss from operations for the quarter was \$550 million, a 37 percent improvement from a year earlier.

Uber said it was attracting a growing number of users by relying on its food delivery business,

Uber Eats, to bring in business during spikes in coronavirus cases, when its ride-hailing business declined. Uber reported 118 million users during the fourth quarter, a 27 percent increase from a year earlier.

"Our results demonstrate just how far we've come since the beginning of the pandemic," Mr. Khosrowshahi said in a statement. "While the Omicron variant began to impact our business in late December, mobility is already starting to bounce back."

Uber's stock price was up about 5 percent in after-hours trading on Wednesday.

The growth in users sets Uber apart from its primary rival in the United States, Lyft. In an earnings report on Tuesday, Lyft said it had 18,728 users during the fourth quarter, a 49 percent increase from a year earlier but a slight decrease from the third quarter. The modest decline in users showed that the winter wave of Omicron might have presented more challenges to Lyft's business.

Still, Lyft said that its revenue had grown by 70 percent, to \$969.9 million, and that its losses had improved to \$258.6 million, a 43 percent change from a year earlier.

Analysts said Uber's and Lyft's businesses would most likely continue to fluctuate as travel was affected by the pandemic.

"It's going to ebb and flow," said Tom White, a senior research analyst with the financial firm D.A. Davidson. While Lyft's business was tied to coronavirus conditions in North America, Uber could experience other issues because it operates around the world, he added.

# Sometimes Money Isn't Enough on Wall Street

FROM FIRST BUSINESS PAGE  
that thinking of always having more and more," she said.

Itchy feet have forced big banks to open their wallets: The combined compensation costs the nation's six largest lenders rose 12 percent to nearly \$178 billion in 2021.

Goldman Sachs gave special stock awards to about 30 top executives and some 400 partners to help retain them. Bank of America bumped up salaries for thousands of senior and midlevel investment bankers and handed out stock awards to its rank-and-file. Even junior analysts across the industry have seen their typical base pay rise to \$100,000 or more, from about \$85,000.

In many cases, the banks are fighting among themselves for talent. Sarah Youngwood, the finance chief for JPMorgan Chase's consumer-banking division since 2016, will become chief financial officer at the Swiss bank UBS in May. She'll join an executive team whose members made an average of \$9.5 million in 2020, according to UBS's most recent compensation report.

Other bankers who are moving to rivals spoke of the condition of anonymity because of the sensitivity of the matter. One sacrificed his bonus to leave, but the new firm covered his lost earnings and gave him a role with more responsibility. Another with decades of experience was lured away by a competitor to build a new business, shedding what he felt was the frustrating bureaucracy of his old firm.

But the wealth of opportunities extends well beyond direct competitors.

Stephen M. Scherr, who left his post as finance chief at Goldman Sachs at the end of December, quickly pivoted to the helm of Hertz. He earned \$38 million in 2019 and 2020, even after being docked \$7 million for Goldman's role in raising money for a Malaysian sovereign wealth fund looted by a former prime minister and his inner circle. At Hertz, Mr. Scherr will get a base salary of \$1.5 million and more than 12 million shares of company stock that vest over several years if he meets targets.

Sayana Mostowfi, 44, took over as president of the Long-Term Stock Exchange, an upstart equities exchange, this month. Ms. Mostowfi, a former global chief operating officer of electronic equities at Citi, said she had jumped at the chance to build a new business.

"What's great about working at a smaller company is there's a direct correlation between the effort that you put into the work that you're doing and the results that you get," she said. "I'm willing to bet that being at a start-up will bring better results for me than being at a bank."

Booming markets have given wandering bankers plenty of money to fall back on, said Roosevelt D. Bowman III, a senior investment strategist at the asset manager AllianceBernstein.

Mr. Bowman said midcareer professionals who had led business units and made millions of dollars a year had "already hit the first home run," making it easier to take a risk. "There is so much wealth being created in so many different ways," he said.

Michael Litt, chief executive of Vidyard in the Waterloo region of Ontario, is recruiting an investment banker for a senior role at his 300-person video messaging company. Such deal makers can be assets because they have "incredible work ethic and focus," Mr. Litt said.

In return, he can offer equity and the greater influence that comes with working at smaller firm. Another perk that's rare on Wall Street: Work where you want. One Vidyard executive, Mr. Litt said, lives in a boat docked off Los Angeles.

Tim Shea left Truist Securities to open a Chicago office for the boutique investment bank Solomon Partners in September. Alongside another managing director, Mr. Shea has hired two vice presidents, two associates, an analyst and summer interns. He is also in late-stage talks to hire senior bankers, and expects his team to grow to about 20 people by the end of the year.

Those candidates can count on good treatment because of the hot job market. If new hires left money on the table at their old job, like a pending bonus or deferred compensation, they can "expect to be made whole," Mr. Shea said.

Prospective employees are thinking more deeply about their careers, knowing they're going to be putting in long hours, he said. They're wondering, "How can I make that as meaningful as possible and feel good about it?" he said.

Big paydays are still a powerful draw, of course. Just two years ago, Steven G. Eckhaus, a Wall Street employment lawyer at McDermott Will & Emery who represents top bankers in job talks, locked in a \$20 million signing bo-



PHOTOGRAPHS BY AN RONG XU FOR THE NEW YORK TIMES  
"I was so happy to get out of that thinking of always having more and more," Amy Wu Stratton said.



Steven G. Eckhaus, a Wall Street employment lawyer, has negotiated multimillion-dollar signing bonuses.

nus for a client after a four-month bidding war. It was an eye-watering amount then, but Mr. Eckhaus has negotiated a handful of similar packages in the last few months with little fanfare.

"These guys are real good poker players — in the end, everybody shows little emotion," Mr. Eckhaus said. "They feel they're getting what they should."

This year's job-hopping season isn't even in full force — bonuses often land in mid-February, and stock awards in March — but plenty of heavy hitters made the

jump in 2021, too.

Gregg Lemkau, who co-led Goldman's investment banking division, left to be chief executive of MSD Partners, which manages more than \$20 billion for the Dell Technologies founder Michael Dell and others. Jack MacDonald, Bank of America's former co-head of global investment banking, left to join the boutique investment bank Centerview Partners. And a former head of Goldman's Marcus consumer unit, Omer Ismail, moved to Hazel, a fintech start-up backed by Walmart that will be re-

branded One.

At the executive recruiting firm True Search, demand for fintech candidates rose more than 200 percent last year, said Grant Beighley, who leads searches for the company's fintech clients. October was the busiest month in the history of its financial-services practice, with more than 60 new searches.

And many bankers, Mr. Beighley said, are in the market to try something different.

"They're tired of feeling like a cog in a machine," he said.

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**Exclude yourself.** You will not receive a payment or any other benefits of the Settlement. You will keep your right to sue John Hancock at your own expense and with your own attorney for the claims in this lawsuit. Your exclusion request must follow the specific format required by the Court. For more information on how to exclude yourself from the Settlement please visit the Settlement website or contact the Settlement Administrator.

**Object.** If you do not exclude yourself from the Settlement Class, you may object or tell the Court what you don't like about the Settlement.

Exclusion requests and objections must be sent to Hancock COI Settlement, c/o JND Legal Administration, P.O. Box 91398, Seattle, WA 98111, **postmarked by March 28, 2022**. For more details about your rights and options and how to exclude yourself or object, go to [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com).

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**Please do not contact the Court.**

## ARTS

# Branagh seeks the source of his Nile detective

This week's new film releases reviewed by Danny Leigh and Leslie Felperin

Early in 2018, I found myself making small talk with the owner of a chain of boutique British cinemas. His mood was euphoric. Business, he said, was going gangbusters. It was all down to one film: Kenneth Branagh's *Murder on the Orient Express*, an ultraglossy, star-packed take on Agatha Christie. But isn't it meant to be terrible, someone asked? "I don't think our crowd care," came the reply. He gave a happy smile. "And you should see how much wine they get through."

Branagh and his self-spotlighting turn as Hercule Poirot are now back in **Death on the Nile**, another movie that may be best enjoyed while marinated. Star power is again to the fore. The vast ensemble includes, but is not limited to, comic book heroines (Gal Gadot, Letitia Wright), high-end veterans (Annette Bening) and a problem in Armie Hammer. Since making the film, the actor has faced multiple allegations of sexual abuse, which he has denied.

Those who do still take a bottle might find themselves wrongfooted. A prelude set in the first world war feels unexpectedly sombre. It also says something about Branagh's big-picture goals. With the new film having been trailed à la Marvel at the end of *Orient Express*, the detective is now given the kind of darkly tinted origin story modern superheroes get. (Strictly speaking, it is the origin story of his moustache.) With one eye on Poirots to come, world-building is under way.

The director already has plenty on his hands. The tone is a tightrope walk. With the script making a theme of loss, Branagh clearly doesn't want to go full panto. Yet as his coconut shy of famous faces let loose their random accents, the mood is also some way from grown-up.

Cut to a smoke-shrouded jazz club in 1937 London, Gadot and Hammer on



Above: 'Death on the Nile'. Right: 'Flee' uses animation to tell a story of displacement and survival

## Death on the Nile

Kenneth Branagh  
★★★★☆

## Flee

Jonas Poher Rasmussen  
★★★★☆

## Wheel of Fortune and Fantasy

Ryusuke Hamaguchi  
★★★★☆

## Uncharted

Ruben Fleischer  
★★★☆☆



the dance floor as an heiress and the object of her desire. Sophie Okonedo appears onstage and off as a worldly blues siren, one of several departures from Christie and the previous 1978 film adaptation. For now, Poirot keeps

shtum. And then the main event, all of the above and more gathered in an Egypt of pyramids, pharaohs' tombs and non-speaking extras in fezzes. Give 'em enough trope . . .

Your ability to settle dozily into the river cruise and murder mystery ahead may depend on your ease with the presence of Hammer, regrettably cast as a sex magnet. The director has nudged his male lead to the margins in the edit, but the whole story hinges on his character. You don't envy Branagh's lot but you might prefer to sympathise from a distance.

The balancing act goes on. The essence of the film is pure Sunday night BBC1. (The cast also includes Dawn French and Jennifer Saunders). Yet now more than ever people need compelling reasons not to spend Sunday night in front of the TV. And so the big screen brims not just with movie stars but a luxe update on a '70s holiday brochure aesthetic. Gilded light gleams off the Nile (actually Surrey); diamonds shine brighter still (pointedly Tiffany). Even a plate of biscuits looks epic.

The grandest biscuit of them all, of course, is Branagh. The star-director is everywhere, the obsessive rough edges of this Poirot smoothed to avuncular wisdom. He gets the best joke as well, a morbid gag involving hams (knowingly delivered).

Between Covid and its other issues, the film's release has been delayed so long it now comes out after Branagh's *Belfast*. That movie's story helps explain its director's fondness for big, broad hokum like this. *Death on the Nile* returns the favour by not being quite so ropery as to wreck *Belfast*'s Oscar chances by association. The bullet is dodged. **DL**  
*In UK and US cinemas now*

Part-documentary, part-dramatised memoir, *Flee* is not quite like any other animated film, with the possible exceptions of *Waltz with Bashir* and *Persepolis*, two other features about trauma, memory and turbulent history set in the Middle East. Using an economical form of animation that blends densely detailed backgrounds with simplified figures, and flecked with live-action archive material, *Flee* tells a remarkable story of displacement and survival that justifies its eclectic, genre-blending approach. This intersects with a coming-out story that is specific to its protagonist.

It starts with the animated figures of the film's director Jonas Poher Rasmussen and its narrator Amin (not his real name) remembering how they first met as teenagers. Back then, when pressed, Amin would explain that his family had all been killed in Afghanistan and that he'd arrived in Denmark alone. In fact, most of his family had survived, but this more tragic version of events was a fiction which he needed to help him gain refugee status.

As he lies on a carpet in Rasmussen's home studio, like a patient visiting a psychoanalyst, he unrolls his story, from his mostly happy childhood in Kabul to the family's dispersal to a squalid flat in Moscow, a leaky boat off the coast of Estonia, a gay bar in Sweden and finally Copenhagen. There he eventually finds love with a fiancé, Kasper, a thriving

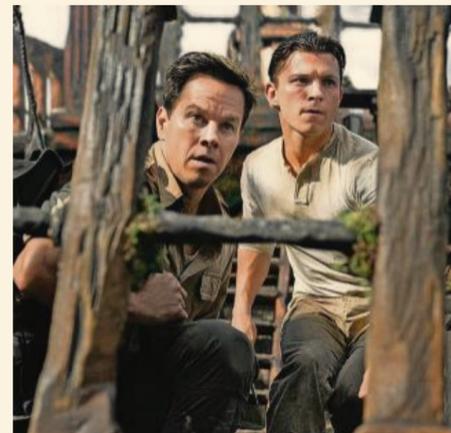
academic career and a house by the sea, complete with a joyously unkempt garden and a slinky orange cat.

In some ways, the use of animation adds a sense of childlike wonder, as if this were an adventure in the tradition of Disney. Except here there are secret police who take fathers away to be tortured, dead-eyed human traffickers and brutal Russian cops who let Amin and another boy go when they realise the kids have no money to extort but keep an immigrant girl to rape in lieu of payment. It's an incident Amin will never forget, a stab wound of survivor's guilt that never heals, a memory one can flee from but never escape. **LF**  
*In cinemas and on Curzon Home Cinema now*

Japan's Ryusuke Hamaguchi has been beavering away as a writer-director of thoughtful arthouse films since the early 2000s. As a student in 2007, he made his own version of *Solaris*, the Stanislaw Lem sci-fi classic adapted previously by both Andrei Tarkovsky and Steven Soderbergh. Last year he moved up to the premier league with the immaculate *Drive My Car*, an accolade-earner from the moment it premiered in Cannes right up until this week when it received an Oscar nomination for Best Picture and put Hamaguchi in the running for Best Director.

His previous film from 2021, the portmanteau package *Wheel of Fortune and Fantasy*, doesn't shimmer with quite the same perfection, but it still has plenty of spark and shine as it sifts through different kinds of love in contemporary Japan. As with *Drive My Car*, there's a strong streak of theatre in Hamaguchi's favouring of long, dialogue-driven scenes between pairs of characters, but here the camerawork is a little choppier, even resorting to the odd, jarring zoom.

The emotional palette, however, is subtly shaded. The opening story finds model Meiko (Kotone Furukawa) listening to her best friend Tsugumi (Hyunri) rhapsodising over a man she has just met who is nursing a broken heart. This stirs Meiko to seek out her



own ex-boyfriend, and a little bit of cinematic magic allows her to try out different endings to her own story. The telling of tales is also central to the second instalment, in which mature student Nao's (Katsuki Mori) impish plan to "honeytrap" a professor (Kiyohiko Shibukawa) by reading his own erotic prose to him backfires.

In the final and strongest story, a woman (Aoba Kawai) comes back to her hometown for a high-school reunion, hoping to see someone dear to her she lost long ago. She thinks she's spotted her at the local railway station, but it's this other woman (Fusako Urabe) all that she seems? The two oblige one another with play-acting in order to uncork secrets never told.

The conceit is simple, but it's pulled off so flawlessly here it feels like a story you've always known, written by Hamaguchi's beloved Anton Chekhov. (*Uncle Vanya* plays a key role in *Drive My Car*.) "Don't tell me the Moon is shining; show me the glint of light on broken glass," Chekhov once wrote, and Hamaguchi knows how to angle his dramatic shards just right to reveal far larger dramas beyond the frame. **LF**  
*In UK cinemas now*

X marks the spot more than once for wannabe movie franchise-starter **Uncharted**. The film has a treasure chest of intellectual property: the hugely popular PlayStation game of the same name and its fortune-hunter hero, Nate Drake. Another lucky break finds the character played by Tom Holland, saviour of Hollywood after the recent outsize success of *Spider-Man: No Way Home*. The translation into movies makes Drake a roguish Manhattan pickpocket drawn into searching for Spanish gold by Mark Wahlberg's veteran adventurer. Here too, the project hits the jackpot. When the movie version was first

The screen brims not just with stars but a luxe update on a '70s holiday brochure aesthetic

mooted in 2008, Wahlberg himself was to have played the lead. Development hell did the film a favour. Holland brings the character a nimble likeability Wahlberg never would have, as well as his army of Spider-fans (or so backers Sony will hope).

All that promise and the movie blows it. The uneasy fusion of game and film is one snag. Director Ruben Fleischer makes only fitful attempts to do something interesting with the visual language of gaming. Oddly, the plot is where *Uncharted* feels most like game-play. Long scenes involve ornate keys being tried in locks. Maps are lost, found, carried about.

Holland earns his corn; just because he is practised in mixing action, wisecracks and minor-key backstories doesn't make it easy. But Wahlberg clearly sees his own professional mortality every time he looks at his co-star. The movie feels uptight, joyless even when riffing on much-loved old favourites. If you can't actually enjoy lifting bits from *Raiders of the Lost Ark* and Jackie Chan's *Police Story*, you should leave them where you found them. **DL**  
*In UK cinemas now and in US cinemas from February 18*

Left: Mark Wahlberg, left, and Tom Holland in 'Uncharted'. Below: from left, Ayumu Nakajima, Hyunri and Kotone Furukawa in 'Wheel of Fortune and Fantasy'



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FT FINANCIAL TIMES

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BUSINESS & FINANCE

Inside the Work That Shook CNN

Continued from page B1

time for the first time in years. Problems have lately piled up. Ratings sagged after President Biden's inauguration. In December, anchor Chris Cuomo was fired after an internal probe into his efforts to help his brother, former New York Gov. Andrew Cuomo, respond to sexual-misconduct allegations. A spokesman for Chris Cuomo has said that the anchor was honest with CNN executives about his communication with his brother, who has denied the allegations.

Mr. Zucker and Ms. Gollust were interviewed as part of the investigation into Chris Cuomo's conduct and initially weren't forthcoming about the relationship when asked by investigators, people familiar with the matter said. Eventually, they each acknowledged it to investigators, the people said. Mr. Kilar called Mr. Zucker during the last week of January and informed the CNN president he had to leave the network, the people said.

The departures of Messrs. Zucker and Cuomo have triggered internal debate at CNN about its standards and workplace policies, and have created uncertainty over its leadership as WarnerMedia, a unit of AT&T Inc., prepares in the coming months to spin off and merge with Discovery Inc.

The triumvirate of executives Mr. Kilar installed to replace Mr. Zucker on an interim basis is expected to be replaced as the deal closes or shortly before, according to a person fa-

miliar with the matter. Discovery executives view the deal as an opportunity to reassess the network's programming mix and streaming strategy, which could upset some of Mr. Zucker's designs, the person said.

As CEO of WarnerMedia, Mr. Kilar was Mr. Zucker's boss. This created an awkward dynamic between the two executives, say people close to the company, since Mr. Kilar years ago was running Hulu and reported to executives including Mr. Zucker, who was then a top NBCUniversal executive. Mr. Zucker was known to tell associates that his new boss used to work for him, one of the people said.

The executives were at odds when WarnerMedia carried out a reorganization that took away Mr. Zucker's oversight of CNN's finances and human resources—as well as communications, which is run by Ms. Gollust. Mr. Zucker was annoyed and surprised by those changes, The Wall Street Journal reported.

Mr. Zucker fought to prevent staffing cuts at CNN when other parts of WarnerMedia went under the knife, arguing that covering the 2022 election required robust staffing, but tensions with Mr. Kilar remained, the people close to the company said.

Mr. Zucker asked Mr. Kilar for permission to stay until the deal with Discovery closes, the people said, but Mr. Kilar declined. Mr. Zucker later asked to finish out the week but was refused again, the people said. CNN earlier reported that Mr. Zucker would have liked to stay on for a short period.

Over the next few days, WarnerMedia and Mr. Zucker hammered out the details of his statement and Mr. Zucker resigned on Feb. 2. More than an hour before the announce-



Jeff Zucker departure highlights tensions with WarnerMedia's chief.

ment went out, Discovery CEO David Zaslav got a call informing him of the impending change, a person familiar with the call said.

Ms. Gollust was on the Feb. 2 call when Mr. Kilar detailed Mr. Zucker's exit. She had her camera on as he addressed a group of about 20 executives who mostly sat in silence, according to a person familiar with the meeting.

In the days since his exit, Mr. Zucker told a confidant that Mr. Kilar could have kept him on with a reprimand but instead chose a more extreme punishment, according to a person familiar with the situation.

People close to Mr. Kilar said Mr. Zucker created the sit-

uation that ultimately led to his exit. Mr. Kilar wanted to be transparent about the reasoning for the exit and didn't want to leave it to the new owners to handle the issue, one of the people said.

Mr. Zucker is known for forging close relationships with anchors. Some came to his defense loudly after his exit, questioning Mr. Kilar in tense meetings and raising the prospect that Mr. Zucker had been improperly forced out. Mr. Kilar told employees that his decision upheld the values of WarnerMedia.

Jake Tapper, who anchors "The Lead" and co-anchors "State of the Union," said Chris Cuomo's legal team seemed eager to leak damaging informa-

tion about Mr. Zucker.

"He threatened Jeff," Mr. Tapper said in a group question-and-answer session with Mr. Kilar at CNN's Washington, D.C., offices. "Jeff said we don't negotiate with terrorists. And Chris blew the place up. How do we get past that perception that this is the bad guy winning?"

A spokesman for Mr. Cuomo declined to comment on Mr. Tapper's remarks.

Mr. Cuomo's legal team raised Mr. Zucker's relationship with Ms. Gollust in talks related to Chris Cuomo's interest in securing compensation from the network, the Journal reported.

Mr. Zucker was aware of the nature of Chris Cuomo's contact with the then-governor, according to a person familiar with the talks between the two sides.

The position of Chris Cuomo's legal team is that Mr. Zucker was aware of the former anchor's behavior and only fired him once CNN came under additional pressure after records of the anchor's efforts to aid his brother were released in November, the person said.

In conversations with Andrew Cuomo early in the pandemic, when he was still in office, Mr. Zucker and Ms. Gollust encouraged the former governor to appear on the network, according to people familiar with their conversations.

A spokeswoman for Mr. Zucker said the CNN president was in touch with Andrew Cuomo, but said the contact was part of the routine course of his duties as a news executive. "Jeff was never aware of the full extent of what Chris

Cuomo was doing for his brother, which is why Chris was fired," the spokeswoman said.

In the days since his exit, Mr. Zucker has kept a relatively low profile, though he has been in touch with some anchors and executives to reassure them and catch up on personal matters—and invited some to his home—according to people familiar with the matter.

Meanwhile, with top CNN anchors rattled by Mr. Zucker's exit, Jay Sures, the co-president of United Talent Agency, traveled from Los Angeles this week to meet with key talent at CNN's Washington, D.C., bureau, people familiar with his visit said. United Talent represents a number of CNN's talent and executives, including Mr. Tapper.

The new CNN management team faces the challenge of getting a new streaming service, CNN+, off the ground, while trying to spark a TV ratings rebound. CNN was in last place in prime-time viewers among its cable news peers in January, according to Nielsen data, behind MSNBC and Fox News. It also drew the fewest average daily viewers, according to Nielsen, though it was ahead of MSNBC among people 25 to 54 years old, a demographic coveted by advertisers. Fox News parent Fox Corp. and Wall Street Journal parent News Corp share common ownership.

Some CNN staffers called Mr. Zucker's and Ms. Gollust's relationship an "open secret." Others thought the pair were incredibly close—even best friends—but believed their relationship was platonic.

"What defines a conflict of interest?" said one CNN employee. "They were professional partners for more than two decades. Is the relationship any more compromising because they kissed?"

New Highs and Lows

Table with multiple columns showing stock market performance, including 52-week high and low prices, and percentage changes. Includes sections for 'Continued From Page B8' and various stock tickers.

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AMERICAN GOLD AND SILVER advertisement for 'EAGLE BULL ON COINS! GUARANTEED LOW STAIN! PRICE!'.

## Playboy

Continued from Page 5B

### Ex-No. 1 girlfriend Sondra Theodore: I was manipulated by Hefner into orgies, raped by his cronies

Episode 5 focuses entirely on Sondra Theodore's long list of allegations against Hefner, with whom she lived as his No. 1 girlfriend for five years from the late 1970s to early 1980s. Often weeping, she describes herself as a 19-year-old "sweet, angelic, naive" girl when she first met Hefner (who was 50 at the time), fell "in love" with him and moved into the Playboy Mansion, only to discover later that she wasn't No. 1 and that she would be forced or manipulated into sexual acts she now bitterly regrets.

Theodore describes Hefner as a "monster" and a "vampire," alleging he dabbled in bestiality, liked watching "snuff" films and had drawers stuffed with cocaine and other drugs.

She says Hefner would hire porn stars to come to his bedroom and have sex with women living at the mansion while he watched. He kept multiple sex toys in the headboard of the bed, according to his valet, Stefan Tetanbaum, who said the maids' job was to clean and sterilize them every morning, encase them in plastic and return them to the headboard.

But Theodore is most undone by Hefner's pestering her to "party," meaning organize and participate in orgies, which so upset her she consumed cocaine in quantity to block the emotional and physical pain. By the end of her time with him, these group sex sessions in his bedroom, which are corroborated by his valet in the epi-



Hugh Hefner and Bill Cosby greet each other at a party at the Playboy Mansion in 2008. Cosby is one of several stars accused of sexual misconduct in "Secrets of Playboy." REED SAXON/AP

sode, could involve up to a dozen people, she says.

She said she felt she was being "raped" during these sessions. "I felt so violated having a man I did not want to be with force himself on me, and I felt sick inside that the man I felt was my boyfriend was OK with that."

### Hefner's most enduring relationship was with a man, the series alleges

Jennifer Saginor grew up in the Playboy Mansion as the daughter of Hefner's longtime live-in doctor, Mark Saginor. She published a memoir in 2005 about her experiences, "Playground: A Childhood Lost Inside the Playboy Mansion," which included being underage when she was introduced to sex, drugs and breast enhancement.

She says her father was Hefner's "best friend" for more than 40 years. "It's my personal belief that the love of Hef's life was my father," she says.

Dr. Saginor gave up his practice to live with Hefner and brought his daughter with him. At age 15, Saginor says, she had

a sexual affair with one of Hefner's adult girlfriends, which she says employees of the mansion knew about (one confirmed it on camera.)

Now living in California, Dr. Saginor was contacted by "Inside Edition" after the series' debut and rejected accusations he was nicknamed "Dr. Feelgood" for prescribing prescription pills to people at Playboy.

### Former girlfriend Holly Madison calls Playboy 'a cult,' says sex with Hefner was 'traumatic'

Madison, one of Hefner's live-in lovers seen on E!'s "The Girls Next Door," a reality show about the Playboy Mansion, says she contemplated suicide because of her time with him. She says Playboy reminded her of a "cult" and describes her first experience of sex with Hefner as "traumatic." She says she thought she was in love with Hefner, but "it was very Stockholm syndrome."

### Playboy allegedly covered up sex crimes committed

to the Olympics.

**Jazz (Jordan L. Jones):** Jazz, first played by Smith's friend and collaborator DJ

### against bunnies by VIPs

Masten says she repeatedly warned her bunny charges not to go to after-parties or go home with VIPs. "Once they left the club, they were not protected," she says.

Former Playboy bunnies, Playmates and other employees say that they knew of women who lived at the Playboy Mansion or worked at Playboy clubs who were drugged and raped by guests and members of Hefner's entourage off the property and that those assaults were hushed up and never reported to police, often at the victims' request.

Jaki Nett, a former Playboy bunny and bunny trainer from 1969 to 1979, says she and another bunny went to a party at the home of a Playboy VIP member, where they were drugged and raped.

"I didn't want to go to the police," she says. "The only thing Playboy could do is take his membership away. Playboy did protect and support me; what women need is to be believed and that's what happened to me."

### Claim: Bunnies were lured from resort to appear in a 'movie,' then raped, videotaped

Another horrifying incident allegedly involves the now-closed Great Gorge Playboy Club in New Jersey during Playboy's 25th anniversary.

According to Suzanne Charneski, a Playboy bunny from 1979 to 1982, a group of men pretending to be Hollywood producers visited the resort in 1979 and invited a group of bunnies to a house in the mountains nearby to possibly be filmed for their "movie."

"They were drugged, raped

and videotaped, they were kept there for a couple of days and then released and told if they told anyone the videos would be broadcast," Charneski says.

### A bunny kept her alleged encounter with Bill Cosby to herself because he was 'one of Hefner's best friends'

Bill Cosby is one of several celebrities accused of sexually assaulting women at the mansion. Although he has never been charged with that, he is now embroiled in a civil suit from a woman who accuses Cosby of sexual battery at the mansion in 1974 when she was 15. He denies her allegations.

Masten, another of the leading accusers in "Secrets of Playboy," is one of about 60 women who starting in 2014 accused Cosby of sexual assault. She says Cosby drugged and raped her in a Chicago hotel in 1979, when she was a Playboy bunny. She said she was told she'd better keep quiet because no one would believe her, because Cosby was one of Hefner's best friends. Cosby has denied her allegations.

### Playboy's 'cleanup crews' claim they mopped up drugs, deaths and rapes

Masten and multiple former employees of the mansion claim Playboy had "cleanup crews" to make sure scandals such as overdoses, deaths and sexual assaults remained under wraps so they could not mar Playboy's image.

"If anything scandalous happened, we had to clean it up and make sure it wouldn't get in the press or reported to police," Masten says. "We were not allowed to take women to the hospital; we had to call Playboy security."

provider, which is how Jazz meets Will, during a ride to the Bankses from the Los Angeles airport.

## Bel-Air

Continued from Page 5B

their flaws be?" Brady wondered.

Rasheed Newson, another co-executive producer, says "Bel-Air" "nods to the original and character traits": the new Will borrows from the "Fresh Prince" theme song to explain his scuffle in Philly. But the remake avoids borrowing storylines, he says, "because that felt a bit disrespectful. We didn't feel like we could do that better than they did it."

Meet the series' re-imagined characters:

**Will Smith (Jabari Banks):** For the role of the new Will, Brady envisioned "someone with swagger" and "maybe a little bit more of a street edge." Will is now a bright student with hopes of playing basketball at a Division I school. He's shipped to Bel-Air after cops break up a brawl on the court in which Will pulls a gun on a notorious criminal in his neighborhood. "I'm not gonna bury my son," Will's mom Viola (April Parker Jones) says while driving her son to the airport. "You got a second chance, baby. Don't waste it."

**Carlton Banks (Olly Sholotan):** Carlton 2.0 is well-liked at Bel-Air Academy, in contrast to the dorkier depiction in the original series. Older sister Hilary dubs him "the Jackie Robinson" of lacrosse.

But "it's tied to his anxiety disorder, and it helped him have confidence and be the person who's outgoing," Newson says.

**Uncle Phil Banks (Adrian Holmes):** In the debut episode Will arrives as the Bankses are hosting a fundraiser for Uncle Phil's bid for district attorney. Phil (originally portrayed by the late James Avery) tells attendees he's "tired of watching this broken system discard young Black men into the for-profit school to prison pipeline."

Brady says the campaign allows "the show to examine some of the larger issues, especially when it comes to the legal system as it relates to families of color." It also spurs an inter-

nal conflict for the character, says Newson. "This Uncle Phil, he still has his own ambitions, and he's trying to do right by Will without letting Will complicate and ruin those ambitions," says Newson.

**Aunt Viv Banks (Cassandra Freeman):** Brady describes Will's re-imagined Aunt Viv as "a brilliant artist who had to put her pursuit of an art career on hold when life got a little overwhelming." He also notes that when Viv (a role shared by Janet Hubert and Daphne Reid in the original series) was aspiring to become an artist, "the world was in a different place at that time and not necessarily as open to artists of color as it is now."

**Hilary Banks (Coco Jones):** Brady says the new version of Hilary (originated by Karyn Parsons) is inspired by the shopaholic. Still fashionable, the new Hilary helps Will dress for Phil's fundraiser.

**Ashley Banks (Akira Akbar):** Viewers briefly meet Ashley, the youngest Banks child, in the "Bel-Air" premiere. She's a 12-year-old who's concerned about climate change and a "polarized political climate."

"Ashley is still an adorable sweetheart," Newson says, "but in this re-imagining we will have her tackling some of the issues about identity and privilege that preteens face today."

The role was originally played by Tatyana Ali.

**Geoffrey (Jimmy Akingbola):** The "Bel-Air" Geoffrey has the title of house manager, rather than butler-like "G" (Joseph Marcell) in "Fresh Prince." And he doesn't wear a uniform.

"We didn't just want him to feel like an employee or a servant," says Newson. "We try to elevate him more to the role of confidant" to Phil.

**Lisa Wilkes (Simone Joy Jones):** Lisa, introduced in the penultimate season of "Fresh Prince" (and played by Nia Long), helps illustrate "what was the Banks family doing before Will knocked at their door?" Newson says. The new version of Lisa is still a love interest for Will, but just to add to the drama, she's now Carlton's ex. Lisa also is a dedicated swimmer with dreams of going

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A proposed settlement has been reached in a class action lawsuit called *Jeffrey Leonard et. al. v. John Hancock Life Insurance Company of New York et. al.*, Case No. 18-CV-4994 (AKH) (the "Settlement"). This notice provides a summary of your rights and options. More details are available at [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com).

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Exclusion requests and objections must be sent to HancockCOISettlement,c/oJNDLegalAdministration, P.O. Box 91398, Seattle, WA 98111, **postmarked by March 28, 2022.** For more details about your rights and options and how to exclude yourself or object, go to [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com).

**What happens next?** The Court will hold a Fairness Hearing on May 17, 2022 at 2:30 p.m. at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and expenses (not to exceed 33% of the value of the benefits provided by the Settlement), and incentive awards (up to \$25,000 per Plaintiff). The Court has appointed Susman Godfrey L.L.P. as Class Counsel. Class Counsel will answer any questions that the Court may have. You or your attorney may ask to speak at the hearing at your own expense, but you don't have to.

**How do I get more information?** For more information and to view the full notice, go to [www.HancockCOISettlement.com](http://www.HancockCOISettlement.com), or contact the Settlement Administrator by writing Hancock COI Settlement, c/o JND Legal Administration, P.O. Box 91398, Seattle, WA 98111, or calling 1-877-389-2130.

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