

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

37 BESEN PARKWAY, LLC, on behalf of itself and all others similarly situated,)	Civil Action No. 15-cv-9924
)	
Plaintiff,)	
)	
vs.)	
)	
JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.),)	
)	
Defendant.)	
)	

~~PROPOSED~~ **FINAL JUDGMENT**

WHEREAS, Class Plaintiff 37 Besen Parkway, LLC, (“37 Besen”) for itself and on behalf of the proposed Settlement Class, entered into an agreement (the “Settlement”) with Defendant John Hancock (“Defendant” or “John Hancock”);

WHEREAS, on November 1, 2018, the Court entered its Order granting preliminary approval of the proposed settlement (“Preliminary Approval Order”) (Dkt. 139). Among other things, the Preliminary Approval Order authorized Class Counsel to disseminate notice of the Settlement, the fairness hearing, and related matters to the Class. Notice was provided to the Class pursuant to the Preliminary Approval Order on December 21, 2018, and the Court held a fairness hearing on March 18, 2019 at 4 p.m.

WHEREAS, on April 1, 2019, this Court entered an Order Approving Class Action Settlement, Dkt. 161.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The capitalized terms used herein shall have the meanings set forth in the Settlement Agreement.

2. The following six individuals and entities who timely and validly requested exclusion from the Class are excluded:

Name	Policy Number
Stanley Rydzewski	1002832
Nancy Vaughan	91377001
David Couret	257610
Nicholas Kokalis, Trustee/1997 Kokalis Family Trust	5701669
Robert Lynch/The R. Lynch Jr. and J. Lynch Irr. Life Trust	5702444
William Larsen	58541001

These individuals and entities are not included in or bound by this Final Judgment and are not entitled to any recovery from the settlement proceeds obtained through this Settlement.

3. This Final Judgment shall operate as a complete bar order that discharges and releases the Released Claims by the Releasing Parties as to all the Released Parties.

4. The institution and prosecution, by Plaintiff and any Settlement Class Member, either directly, individually, representatively, derivatively or in any other capacity, by whatever means, of any other action against the Released Parties in any court, or in any agency or other authority or arbitral or other forum wherever located, asserting any of the Released Claims is permanently barred, enjoined and restrained.

5. The Settlement Administrator is authorized to distribute from the Settlement Fund to Class Members the amounts that Class Counsel and the Settlement Administrator have determined are owed to each Class Member under the terms of the approved Plan of Allocation.

6. Settlement Class Members are permanently barred, enjoined and restrained from making any claims against the Settlement Fund, and all persons, including the Claims Administrator, Plaintiff and Class Counsel and Defendant and Defendant's counsel, involved in the processing of distributions from the Settlement Fund are released and discharged from from any claims arising out of such involvement.

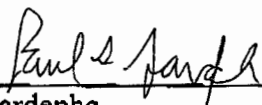
7. There is no just reason for delay in directing entry of a Final Judgment as to Defendant.

8. Neither the Settlement, nor any act performed or document executed pursuant to the Settlement, may be deemed or used as an admission of wrongdoing in any civil, criminal, administrative, or other proceeding in any jurisdiction.

9. The Action is dismissed with prejudice as to Defendant and, except as provided in Settlement Agreement and this Court's Order Approving Class Action Settlement, without costs to either party.

10. Without affecting the finality of this Final Judgment, the Court retains continuing and exclusive jurisdiction over the enforcement of this Final Judgment and the enforcement of the Settlement, including all future proceedings concerning the administration and enforcement of the Settlement Agreement.

ENTERED this 4th day April of 2019.



Paul G. Gardephe
UNITED STATES DISTRICT JUDGE