

**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 securities 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

18-cv-04994 (AKH)

Plaintiffs,

vs.

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

Defendants.

**DECLARATION OF HON. JAMES C. FRANCIS IV (RET.) IN SUPPORT
OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT**

I, James C. Francis IV, declare as follows:

1. I submit this declaration at the request of Plaintiffs' Counsel and in support of Plaintiffs' application for preliminary approval of the proposed class action settlement between 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 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 the proposed Settlement Class ("Plaintiffs"), and Defendants John Hancock Life Insurance Company of New York and John Hancock Life Insurance Company (U.S.A.) ("Defendants"). I have personal, first-hand knowledge of the matters set forth herein.

2. I am a full-time professional mediator, arbitrator, and special master affiliated with JAMS. I joined JAMS in 2020 after having served 32 years as a United States Magistrate Judge in the United States District Court for the Southern District of New York. In that capacity, I conducted thousands of settlement

conferences and assisted in settlements worth billions of dollars. I have continued that work as a JAMS mediator.

3. I was retained by the parties in the above-referenced case to serve as a private mediator to facilitate settlement discussions. As discussed below, I believe that the settlement of this class action represents an arms-length, principled resolution of the litigation.

4. The Court, of course, will make determinations as to the fairness, reasonableness, and adequacy of the settlement. From a mediator's perspective, however, I can attest that the proposed settlement represents the result of vigorous negotiation by counsel fully familiar with the strengths and weaknesses of their respective cases and cognizant of the risks and potential rewards of settling versus pursuing continued litigation. I believe that the proposed settlement is the result of fair and reasonable bargaining between well-represented parties.

5. Without waiving the mediation privilege, I provide the following information in support of my opinion.

6. The mediation took place before me on August 26, 2021, at my offices at JAMS in New York, New York. In advance of the mediation, the parties submitted detailed mediation statements and exhibits as well as various pleadings already filed in this action. These materials discussed both the substantive merits of the

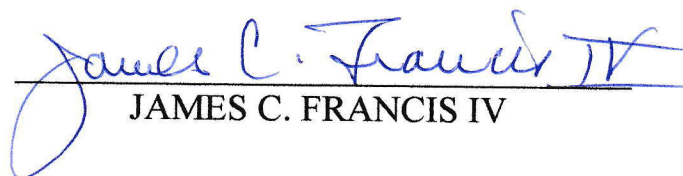
parties' respective cases and the strengths and weaknesses of each side's negotiating position.

7. During the mediation, I met with each side individually to discuss its position, and I engaged in candid discussions with counsel from each party concerning the risks associated with their litigation position. At the outset of the negotiations, the parties were substantially far apart, and throughout the course of the mediation, the parties engaged in sustained and adversarial negotiation. By the time the session ended on August 26, 2021, the parties had made substantial progress but had not yet reached final agreement. Accordingly, the parties continued to exchange drafts of the memorandum of understanding over email, and I monitored and participated in that process until a final agreement was achieved. Only after agreeing to the principal terms set forth in the memorandum of understanding did counsel negotiate about attorneys' fees.

8. In sum, the settlement was achieved through arms-length negotiations by highly experienced and capable counsel who were fully prepared and demonstrated a thorough understanding of the strengths and weaknesses of their respective claims and defenses. All counsel were professional and cooperative, but they zealously advanced their respective positions in the best interests of their clients. Based on the facts and circumstances presented by the parties and my experience in mediation of complex cases, I believe they achieved an excellent result.

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

Dated: December 29, 2021



JAMES C. FRANCIS IV