

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

MERLE NORFLET, as Fiduciary over the Person	:	
and Estate of Maggie Norflet, on behalf of Maggie	:	CIVIL ACTION NO.
Norflet, on behalf of herself and all others	:	3:04cv1099 (JBA)
similarly situated,	:	
Plaintiff,	:	CLASS ACTION
	:	
v.	:	
	:	
JOHN HANCOCK LIFE INSURANCE	:	
COMPANY,	:	
Defendant.	:	

**NOTICE OF PROPOSED SETTLEMENT OF A CLASS ACTION LAWSUIT**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.  
You have not been sued.*

**IF YOU ARE AFRICAN AMERICAN AND WERE THE PURCHASER, OWNER,  
INSURED OR BENEFICIARY OF A JOHN HANCOCK LIFE INSURANCE  
POLICY THAT WAS ISSUED PRIOR TO 1959, A PROPOSED CLASS ACTION  
SETTLEMENT MAY AFFECT YOUR RIGHTS.**

*Please read this Notice carefully and fully.*

This Notice of Proposed Settlement of a Class Action Lawsuit (“Notice”) is intended to inform Class Members about the terms of a proposed Settlement of a pending legal action and possible rights in connection with this Settlement. This Notice describes the steps Class Members must take to receive any benefits they may be eligible to receive if this Settlement is finally approved by the Court. This Notice also describes the steps Class Members must take to be excluded from or object to the proposed Settlement.

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

**WHAT THIS NOTICE CONTAINS**

**GENERAL OVERVIEW OF THE NOTICE**

**1. PURPOSE OF THIS NOTICE .....5**

**2. BACKGROUND: ABOUT THE LAWSUIT .....5**

**3. CLASS MEMBERSHIP.....7**

Am I a Member of the Class in this Lawsuit? .....7

How Do I Know if a Life Insurance Policy Is Covered by the Settlement?.....8

What if I Am Still Not Sure if a Life Insurance Policy Is Covered by the Settlement? .....8

What if I Have Received Life Insurance Benefits From John Hancock? Can I Still Make a Claim for Monetary Relief Under the Settlement? .....8

I Think I Am a Class Member, but the Policy Has Lapsed. Could I Be Eligible for any Benefits? .....8

What Will Happen if I Stay in the Settlement?.....8

Do I Have to Be Part of the Settlement?.....9

**4. SUMMARY OF THE SETTLEMENT TERMS .....9**

What Are the Terms of the Settlement?.....9

What Will the Settlement Fund Pay For? .....9

How Much May a Class Member Receive From the Settlement?.....9

How Will a Class Member’s Settlement Award Be Calculated? .....10

Are There Tax Consequences for any Money I Might Get?.....10

**5. HOW TO PROCEED: YOUR OPTIONS.....10**

Option A: Remain a Class Member and Request Money From the Settlement .....10

Option B: Request Exclusion From the Settlement .....11

Option C: Object to the Settlement .....13

Option D: Do Nothing .....15

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

**6. SUBMITTING DOCUMENTATION.....15**  
 What if I Don't Know if I Have Enough Information? .....15  
 I Can't Find Any Documents About My Policy. What Should I Do?.....15

**7. RELEASE OF CLAIMS .....15**  
 What Will Happen to any Claims I Have About My Policy if I Stay in the Settlement?.....15  
 If I Stay in the Settlement, May I Sue John Hancock for the Same Thing Later?.....16  
 Is There an Injunction Against Other Lawsuits? .....16

**8. FAIRNESS HEARING.....16**  
 Do I Have to Come to the Fairness Hearing? .....16

**9. THE LAWYERS REPRESENTING THE CLASS.....17**  
 How Will the Lawyers Be Paid?.....17

**10. GETTING MORE INFORMATION.....18**

**Appendix A .....19**

## **GENERAL OVERVIEW OF THE NOTICE**

- This is a Notice of a proposed Settlement in a class action lawsuit, which generally alleges that John Hancock Life Insurance Company (“John Hancock” or the “Company”) discriminated against African Americans in the sale, marketing, and administration of certain life insurance policies prior to 1959. The lawsuit was brought by an individual, the Plaintiff, who is the fiduciary for her mother who owns life insurance policies of the type covered by the proposed Settlement.
- Plaintiff believes the allegations in this case have merit. John Hancock denies that it has done anything wrong. The Court handling this matter has not made a determination on the merits in this case.
- The Court has reviewed the proposed Settlement and has given it preliminary approval. Before deciding whether to finally approve the Settlement, the Court wishes to inform Class Members of the general terms of the Settlement, what actions need to be taken to participate in the Settlement and of their rights to request exclusion from (“opt-out” of) or object to the Settlement, if they are eligible and would like to do so.
- The Court has certified the lawsuit for Class treatment and defined the Class as follows:

African American individuals who are purchasers, owners, insureds or beneficiaries of industrial weekly life insurance policies or monthly debit policies (i.e., monthly premium industrial and monthly debit ordinary life insurance policies) issued by John Hancock prior to 1959.

If you fit this definition, then you are a Class Member. If you are a legal representative of a Class Member, you may act on behalf of the Class Member.

- This Notice will explain the terms of the proposed Settlement to be presented to the Court. If you are a Class Member and would like to make a claim for individual monetary relief, then you must fill out the attached Claim Form and submit it by November 19, 2009. If you want to opt-out of the Class and forgo any claim to monetary relief or if you want to remain in the Class and object to the Settlement, this Notice will describe the procedures to do those things.
- The Court will hold a Fairness Hearing to consider whether the proposed Settlement is fair, reasonable, and adequate, and to decide whether to finally approve it. The Fairness Hearing is scheduled for 10:00 A.M. on August 21, 2009, in the courtroom of the Honorable Janet Bond Arterton at the United States District Court of the District of Connecticut, Richard C. Lee United States Court House, 141 Church Street, New Haven, Connecticut 06510, courtroom 2. If the Court approves the Settlement after the Fairness Hearing, the Court’s judgment will be final and binding on Class Members who have not opted-out.
- You are not required to appear at the Fairness Hearing. If you are a Class Member and do not appear, you will be represented by attorneys for the Class at no cost to you. If you wish to object to the Settlement, you also do not need to appear at the Fairness Hearing. However, you may appear and be heard, either by yourself or, at your own expense, with an attorney of your choice.

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

- Class Members must TAKE ACTION if they wish to submit a claim for individual monetary relief, or opt-out of or object to the Settlement:
- If you wish to make a claim for individual monetary relief, you have until **November 19, 2009**, to return the attached Claim Form and certain documentation demonstrating Class membership.
- If you wish to remain part of the Class but wish to object to the Settlement, you must act by **May 11, 2009**.
- If you wish to opt-out and exclude yourself from the Settlement, you must act by **May 11, 2009**.
- You may decide to DO NOTHING. If you are a Class Member and do nothing right now, you will retain the right to submit a claim for individual relief until November 19, 2009, but you will lose the opportunity to exclude yourself (opt-out) or object to the Settlement if you do not act by May 11, 2009.

This Notice explains the procedures for these options.

## 1. PURPOSE OF THIS NOTICE

The purpose of this Notice is to inform Class Members about this litigation, the terms of a proposed settlement (the “Settlement”) of this lawsuit, and Class Members’ rights in connection with a hearing to be held before the Court on August 21, 2009, to consider the fairness, reasonableness, and adequacy of the Settlement and related matters. This Notice also describes the steps to be taken by those who wish to be excluded from or object to the Settlement and how to submit a claim for monetary relief if the Settlement obtains final approval from the Court.

## 2. BACKGROUND: ABOUT THE LAWSUIT

This is a civil rights lawsuit known as *Norflet v. John Hancock Life Insurance Company*, Civil Action No. 3:04cv1099 (JBA). Because the Plaintiff brought this action on behalf of a group, or “class” of African Americans who have similar claims, she filed the case as a “class action.” The Court handling this matter ultimately certified the Plaintiff’s lawsuit for class treatment. The Class certified is defined as:

African American individuals who are purchasers, owners, insureds or beneficiaries of industrial weekly life insurance policies or monthly debit policies (i.e., monthly premium industrial and monthly debit ordinary life insurance policies) issued by John Hancock prior to 1959.

As the representative of this Class, the Plaintiff is referred to as the “Plaintiff” or “Class Representative.”

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

In this lawsuit, the Plaintiff claims that John Hancock engaged in discriminatory practices on the basis of race in the sale of life insurance to African Americans prior to 1959. A primary claim of the lawsuit is that prior to 1959, John Hancock maintained practices prohibiting solicitation by and commissions to agents regarding sales of life insurance policies to African Americans. Another primary claim is that when John Hancock did sell policies to African Americans, they were not offered the full range of John Hancock's products, but were instead made to choose from what the Plaintiff alleges were lower-grade offerings. Plaintiff further claims that John Hancock concealed information about the allegedly discriminatory nature of its sales practices. Plaintiff claims John Hancock's alleged actions violated the federal civil rights laws. You can read all of the Plaintiff's claims in the Amended Class Action Complaint and Jury Demand ("Amended Complaint"), which can be found at [johnhancocksettlement.com](http://johnhancocksettlement.com) or at [findjustice.com](http://findjustice.com).

John Hancock denies that it discriminated against African Americans and denies that it did anything wrong. By entering into the proposed Settlement, John Hancock does not admit any wrongdoing.

The Court did not make any determination regarding whether or not John Hancock discriminated against African Americans. This Notice should not be regarded as an expression of any opinion by the Court on the merits of any claims or defenses of the Parties. No trial has occurred. There has been no finding or determination by the Court that John Hancock has violated any law or obligation, or that the Class is entitled to any relief.

Both sides now want to settle the lawsuit. Settling provides benefits to the Plaintiff who brought the lawsuit and others with policies like hers, sold to African Americans before 1959, as well as the possibility that any unpaid/unclaimed monies from the Settlement Fund will be distributed to organizations that benefit the African American community. Settling also allows the Parties to avoid the expense of litigation, including the significant costs, risks, and delays of a trial; conclude disruption of the management and operation of the Company; and finally put the Plaintiff's claims and underlying matters to rest.

The Settlement resolves all claims by Class Members covered by the "Release and Waiver" (described in Appendix A), which generally pertain to the sale, marketing, formation, promotion, solicitation, underwriting, and administration of certain life insurance policies sold to African Americans prior to 1959, including claims that might be brought under any federal, state or local antidiscrimination law.

The Court has reviewed the Settlement and has preliminarily approved it. It will give the Settlement final approval if it finds it to be fair, reasonable, and adequate to protect the interests of the Class. Before deciding whether to give the Settlement final approval, the Court wishes to inform Class Members of the general terms of the Settlement and of your right to object to the Settlement, if you so desire, as well as your right to opt-out, or be excluded, from the Settlement.

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

### 3. CLASS MEMBERSHIP

#### Am I a Member of the Class in this Lawsuit?

You are a member of the Class affected by the Settlement if you fit within this definition:

African American individuals who are purchasers, owners, insureds or beneficiaries of industrial weekly life insurance policies or monthly debit policies (i.e., monthly premium industrial and monthly debit ordinary life insurance policies) issued by John Hancock prior to 1959.

If you are a legal representative of a Class Member, you may act on behalf of the Class Member.

If you are unsure whether you are included, you should keep reading and answer the two questions below. If you answer “**YES**” to **BOTH** of these two questions, then you are probably in the Class and have rights under the Settlement. If you answer “**NO**” to **EITHER** of these questions, you are not part of the Settlement.

#### Question 1: Are you African American?

**YES?** CONTINUE.

**NO?** YOU ARE NOT PART OF THE SETTLEMENT.

#### Question 2: Do ANY of these five statements apply to you?

- OR
1. John Hancock **SOLD YOU** a life insurance policy prior to 1959.
- OR
2. John Hancock sold someone else a life insurance policy prior to 1959, **BUT YOU LATER BECAME THE OWNER OF THE POLICY.**
- OR
3. John Hancock sold a life insurance policy prior to 1959 that **INSURED YOUR LIFE.**
- OR
4. John Hancock **PAID YOU A DEATH BENEFIT** for a life insurance policy that was sold prior to 1959.
- OR
5. You either **WERE A BENEFICIARY** of a life insurance policy sold before 1959 which lapsed, or you **ARE THE BENEFICIARY** of a life insurance policy sold before 1959 that is still in force.

**YES?** YOU ARE PROBABLY A PART OF THE SETTLEMENT. KEEP READING TO DETERMINE YOUR NEXT STEP.

**NO?** YOU ARE NOT A PART OF THE SETTLEMENT. YOU HAVE NO RIGHTS RELEVANT TO THE SETTLEMENT AND NO FURTHER ACTION BY YOU IS REQUIRED.

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

### **How Do I Know if a Life Insurance Policy Is Covered by the Settlement?**

Most life insurance policies sold by John Hancock to African Americans prior to 1959 are covered by the Settlement. The types of policies covered by the Settlement are (1) Weekly Premium Industrial; (2) Monthly Premium Industrial; and (3) Monthly Debit Ordinary.

An “Industrial” policy was sometimes called a “burial” policy. The policy will likely show an amount of insurance of less than \$1,000 and might have the word “Industrial” or the words “Weekly Premium Insurance” or “Monthly Premium Insurance” printed on the policy.

A “Monthly Debit Ordinary” policy, sometimes referred to as an “MDO” policy, will likely show an amount of insurance of more than \$1,000, but less than \$3,000.

For many of these policies, John Hancock agents went door to door to sell the policy and sometimes to collect premiums. Other times, premiums were collected by mail. The premiums for Weekly Premium Industrial policies were collected each week. The premiums for Monthly Premium Industrial and Monthly Debit Ordinary policies were collected each month.

### **What if I Am Still Not Sure if a Life Insurance Policy Is Covered by the Settlement?**

If you need help determining whether you are a member of the Class or whether a particular life insurance policy is one of the types of policies covered by the Settlement, you may ask for free assistance by calling the Settlement Administrator at **1-800-232-3154** or visiting [johnhancocksettlement.com](http://johnhancocksettlement.com) or writing to John Hancock Life Insurance Company, Settlement Administrator, c/o A.B. Data, Ltd., PO Box 170500, Milwaukee, WI 53217-8042.

### **What if I Have Received Life Insurance Benefits From John Hancock? Can I Still Make a Claim for Monetary Relief Under the Settlement?**

Yes. Class Members may seek monetary relief under the Settlement for covered policies even if their life insurance policies are no longer in force and even if they have received life insurance benefits from John Hancock because of a life insurance policy. Follow the instructions for submitting a claim in Part 5, Option A, below.

### **I Think I Am a Class Member, but the Policy Has Lapsed. Could I Be Eligible for any Benefits?**

Yes. If your policy has lapsed, you may still be a member of the Class and may seek monetary relief under the Settlement. Follow the instructions for submitting a claim in Part 5, Option A, below.

### **What Will Happen if I Stay in the Settlement?**

If you are a Class Member and you decide to stay in the Settlement, you may participate in the Settlement and will be barred from suing John Hancock for the claims that are being settled (this is described further in Part 7). If you want to pursue a separate lawsuit about your policy and not be bound by this Settlement, you must mail a request for exclusion from the Settlement, *postmarked no later than May 11, 2009* (this is described in Part 5, Option B).

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

### **Do I Have to Be Part of the Settlement?**

No. Class Members may exclude themselves from, or “opt-out” of, the Settlement. If you do so, you will not be required to give up any legal rights that you would otherwise have to sue John Hancock individually, and you will not share in the monetary relief distributable to eligible Class Members who do not opt-out. Information about how to opt-out is included in Part 5, Option B.

## **4. SUMMARY OF THE SETTLEMENT TERMS**

### **What Are the Terms of the Settlement?**

The Settlement requires John Hancock to pay \$24.4 million into an interest-bearing account (the “Settlement Fund”) in exchange for the Class releasing its claims related to matters alleged in the Amended Complaint, as described in the Release and Waiver (in Appendix A).

### **What Will the Settlement Fund Pay For?**

A portion of this Settlement Fund will be used to reimburse costs and expenses of the litigation, pay Class Counsel’s fees as awarded by the Court, and pay for the Settlement process. The remainder of the Settlement Fund will be available for distribution to the Class to compensate them for the asserted individual monetary claims.

Any funds remaining after the payment of Class Members’ valid claims, and fees and expenses related to this litigation and Settlement, will be distributed to organizations that benefit the African American community, which may include organizations that address (a) systemic education issues affecting African American students in the Northeast and Mid-Atlantic regions of the United States; (b) health issues that disproportionately impact African Americans; (c) systemic problems stemming from the continuing adverse consequences of Hurricane Katrina that impact communities that are predominantly African American; and (d) other organizations that benefit the African American community.

### **How Much May a Class Member Receive From the Settlement?**

The exact amount of Settlement benefits any individual may receive cannot be specified until after all the claims have been filed and the Settlement is final. Furthermore, submission of a Claim Form alone does not automatically entitle you to an award. (How to demonstrate eligibility to receive benefits is described in Part 5, Option A, below.)

Claims will be paid on a per-policy basis, with payment of up to \$1,200 per policy. Individuals who are eligible under more than one policy may make a claim for payment with respect to each covered policy. If more than one Class Member makes a valid claim with respect to a covered policy, the claims shall be prorated among the claimants for that policy. If the amount necessary to pay all valid claims made by Class Members exceeds the amount available for distribution under the Settlement, then the amount paid will be prorated among all the valid claims.

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

### **How Will a Class Member's Settlement Award Be Calculated?**

Class Members who file a timely Claim Form and documentation showing membership in the Class (described in Part 5, Option A) will have their claims reviewed by a "Special Master."

A Special Master has been appointed by the Court to determine the eligibility of individuals who submit claims under the Settlement. He/she will determine whether a Claim Form has been properly submitted, whether the individual has provided sufficient information to show Class membership, whether the individual is entitled to monetary benefits, and if so, how much.

Class Counsel and the Settlement Administrator may also be involved in the review process. Any information submitted by Class Members may be verified for accuracy against John Hancock's records.

### **Are There Tax Consequences for any Money I Might Get?**

Monetary benefits Class Members receive from the Settlement Fund may have tax consequences for them. Class Counsel are not tax advisors and cannot give Class Members advice on any tax matters. Class Counsel urge Class Members to consult their tax advisors or professionals for answers to any questions they may have about the tax implications of any potential benefits.

## **5. HOW TO PROCEED: YOUR OPTIONS**

If you think you are a Class Member, you must decide at this stage whether you want to (A) remain a Class Member and retain the right to make a claim to share in the distribution of the Settlement Fund; (B) opt-out and exclude yourself from the Settlement, giving up any monetary benefits the Settlement might provide you; (C) remain a Class Member and object to the Settlement and, if desired, speak at the Fairness Hearing; or (D) do nothing (you would remain bound by the terms of the Settlement).

### **Option A: Remain a Class Member and Request Money From the Settlement**

Class Members do not have to do anything to remain covered by the Settlement.

Class Members who do not request exclusion will remain a part of the Class. The Court will hold the Fairness Hearing, and Class Members will be represented by Class Counsel, at no cost to them. However, to receive monetary relief, Class Members will have to submit a claim *postmarked no later than November 19, 2009*.

If you are a member of the Class and you file a timely Claim Form along with appropriate documentation showing that you are a Class Member, you may be eligible to obtain money from this Settlement. As stated above, the exact amount of Settlement benefits for any one person cannot be specified until the Settlement is final and the claims have been filed.

To be effective, a claim for monetary benefits must contain each of the following items:

- (a) A completed Claim Form as attached to this Notice; and
- (b) Documents showing that you are a Class Member, including:
  - 1. Documents evidencing the existence of a Class Policy, such as a copy of a Class Policy, a valid policy number for a Class Policy, evidence of payment of a death claim on a Class Policy, or a copy of some other reliable documentation, including but not limited to correspondence relating to a Class Policy. To the extent such documentation is not available, attestation in the form of a declaration or an affidavit signed and sworn by you under penalty of perjury, or other forms of proof, supporting the existence of a Class Policy will be considered;

**AND**

- 2. Documents evidencing that you are a purchaser, owner, beneficiary, or insured of a Class Policy. To the extent such documentation is not available, attestation in the form of a declaration or an affidavit signed and sworn by you under penalty of perjury, or other forms of proof, supporting that you are a Class Member will be considered;

**AND**

- 3. Documents showing that you are African American, such as a copy of a birth certificate, death certificate, driver's license, or some other government-issued document reflecting your race. To the extent such documentation is not available, a declaration or an affidavit that is signed and sworn by you, under penalty of perjury, stating that you are African American will be considered.

*The purpose of these items is to show that a covered insurance policy exists, that you have a relevant connection to the policy, and that you are African American.*

Mail all of the above documentation to:

**JOHN HANCOCK LIFE INSURANCE COMPANY  
SETTLEMENT ADMINISTRATOR  
C/O A.B. DATA, LTD.  
PO BOX 170500  
MILWAUKEE, WI 53217-8042**

**Option B: Request Exclusion From the Settlement**

You may request to opt-out of (be excluded from) the Settlement. You will then **not be eligible for any monetary award** as part of the Settlement.

Class Members who wish to exclude themselves from the Settlement must mail their request for exclusion to the Settlement Administrator at the address below, *postmarked no later than May 11, 2009.*

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

To be effective, the request for exclusion must contain each of the following items:

- (a) Your name, current address, and telephone number.
- (b) The name and number of this case (*Norflet v. John Hancock Life Insurance Company*, Civil Action No. 3:04cv1099 (JBA)).
- (c) A statement that you wish to be excluded from the Class, including the following language, which must be contained in your request:

“I understand that by this request to be excluded from the Settlement in this case, I am foregoing all monetary benefits from this Settlement and will receive no money from the John Hancock Settlement Fund. I understand that I may bring a separate legal action seeking damages, but might receive nothing or less than what I would have received if I had filed a claim under the claims procedure in this case.”

- (d) Documents showing that you are a Class Member who is eligible to opt-out, including:
  1. Documents evidencing the existence of a Class Policy, such as a copy of a Class Policy, a valid policy number for a Class Policy, evidence of payment of a death claim on a Class Policy, or a copy of some other reliable documentation, including but not limited to correspondence relating to a Class Policy. To the extent such documentation is not available, attestation in the form of a declaration or an affidavit signed and sworn by you under penalty of perjury, or other forms of proof, supporting the existence of a Class Policy will be considered;

**AND**

2. Documents evidencing that you are the purchaser, owner, beneficiary, or insured of a Class Policy. To the extent such documentation is not available, attestation in the form of a declaration or an affidavit signed and sworn by you under penalty of perjury, or other forms of proof, supporting that you are a Class Member will be considered;

**AND**

3. Documents showing that you are African American, such as a copy of a birth certificate, death certificate, driver’s license, or some other government-issued document reflecting your race. To the extent such documentation is not available, a declaration or an affidavit that is signed and sworn by you, under penalty of perjury, stating that you are African American will be considered.

*The purpose of these items is to show that a covered insurance policy exists, that you have a relevant connection to the policy, and that you are African American.*

Mail all of the above documentation to:

**JOHN HANCOCK LIFE INSURANCE COMPANY  
SETTLEMENT ADMINISTRATOR  
EXCLUSIONS  
C/O A.B. DATA, LTD.  
PO BOX 170500  
MILWAUKEE, WI 53217-8042**

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

Class Members who submit timely and valid requests for exclusion will have no right to formally object to the Settlement in court and will no longer be represented by Class Counsel. They may pursue any claims they may have against John Hancock on their own, with the assistance of any counsel they may retain.

### **Option C: Object to the Settlement**

Members of the Class who do not opt out of the Settlement may object to it. In order to object to the Settlement and, if desired, speak at the Fairness Hearing, Class Members must submit a written objection to the Settlement. However, Class Members need not appear at the Fairness Hearing for their written comments or objection to be considered by the Court. (Additional information regarding the Fairness Hearing is provided in this section and in Part 8, below.)

Class Members who wish to object to the Settlement must mail their objections, *postmarked no later than May 11, 2009*.

To be effective, the objection must contain each of the following items:

- (a) Your name, current address, and telephone number.
- (b) The name and number of this case (*Norflet v. John Hancock Life Insurance Company*, Civil Action No. 3:04cv1099 (JBA)).
- (c) A signed statement that you wish to comment on or object to the Settlement, including a description of the comments or objections.
- (d) Documents showing that you are a Class Member who is eligible to object, including:
  1. Documents evidencing the existence of a Class Policy, such as a copy of a Class Policy, a valid policy number for a Class Policy, evidence of payment of a death claim on a Class Policy, or a copy of some other reliable documentation, including but not limited to correspondence relating to a Class Policy. To the extent such documentation is not available, attestation in the form of a declaration or an affidavit signed and sworn by you under penalty of perjury, or other forms of proof, supporting the existence of a Class Policy will be considered;  
**AND**
  2. Documents evidencing that you are the purchaser, owner, beneficiary, or insured of a Class Policy. To the extent such documentation is not available, attestation in the form of a declaration or an affidavit signed and sworn by you under penalty of perjury, or other forms of proof, supporting that you are a Class Member will be considered;  
**AND**
  3. Documents showing that you are African American, such as a copy of a birth certificate, death certificate, driver's license, or some other government-issued document reflecting your race. To the extent such documentation is not available, a declaration or an affidavit that is signed and sworn by you, under penalty of perjury, stating that you are African American will be considered.

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

*The purpose of these items is to show that a covered insurance policy exists, that you have a relevant connection to the policy, and that you are African American.*

Mail all of the above documentation to:

Norflet v. John Hancock Life Insurance Company  
United States District Court of the District of Connecticut  
Richard C. Lee United States Court House  
141 Church Street  
New Haven, CT 06510

**AND**

John Hancock Life Insurance Company  
Settlement Administrator  
c/o A.B. DATA, LTD.  
PO Box 170500  
Milwaukee, WI 53217-8042

**AND**

John Hancock Litigation Settlement  
c/o MEHRI & SKALET, PLLC  
1250 Connecticut Avenue, NW, Suite 300  
Washington, D.C. 20036

**AND**

John Hancock Litigation Settlement  
c/o JORDEN BURT LLP  
1025 Thomas Jefferson Street, NW, Suite 400 East  
Washington, D.C. 20007

Class Members who have objected and wish to speak at the Fairness Hearing or Counsel who wish to speak at the Fairness Hearing on behalf of a client must file a written **Notice of Intention to Appear** with the Court and deliver copies of the same to Class and Defendant's Counsel **no later than August 6, 2009**, at the following addresses:

Norflet v. John Hancock Life Insurance Company  
United States District Court of the District of Connecticut  
Richard C. Lee United States Court House  
141 Church Street  
New Haven, CT 06510

**AND**

John Hancock Litigation Settlement  
c/o MEHRI & SKALET, PLLC  
1250 Connecticut Avenue, NW, Suite 300  
Washington, D.C. 20036

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129**

**OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

**AND**

John Hancock Litigation Settlement  
c/o JORDEN BURT LLP  
1025 Thomas Jefferson Street, NW, Suite 400 East  
Washington, D.C. 20007

No one may speak at the Fairness Hearing for the purpose of commenting on or objecting to the Settlement unless they have complied with these requirements.

**Option D: Do Nothing**

Class Members may decide to do nothing for now. Class Members who do nothing before *May 11, 2009*, may not exclude themselves from the Settlement or object to the Settlement. However, if you do nothing for now, you may still participate in the Settlement and submit a claim for monetary benefits as long as it is *postmarked no later than November 19, 2009*. Follow the instructions in Part 5, Option A.

**6. SUBMITTING DOCUMENTATION**

**What if I Don't Know if I Have Enough Information?**

If you do not understand the type of information that is required to submit a claim, object, or opt-out, you may contact the Settlement Administrator for free assistance at **1-800-232-3154** or make a written request to John Hancock Life Insurance Company, Settlement Administrator, c/o A.B. Data, Ltd., PO Box 170500, Milwaukee, WI 53217-8042.

**I Can't Find any Documents About My Policy. What Should I Do?**

You may contact the Settlement Administrator for free assistance at **1-800-232-3154**, or make a written request to John Hancock Life Insurance Company, Settlement Administrator, c/o A.B. Data, Ltd., PO Box 170500, Milwaukee, WI 53217-8042 (including as much information as possible; the more information you provide, the better chance assistance can be provided). Such assistance will be dependent on the type and scope of information provided by you and the extent to which that information allows the Settlement Administrator, with due consideration to legal and other privacy considerations, to identify a policy of the type covered by the proposed Settlement, via the Settlement Administrator's review of electronic data made available to it by John Hancock. Not all historical data is in electronic form or can be practically reviewed, so it is important that you provide as much information as possible because the ability to find decades-old information is limited.

**7. RELEASE OF CLAIMS**

**What Will Happen to any Claims I Have About My Policy if I Stay in the Settlement?**

If you stay in the Settlement and the Court gives it final approval, you will "release" or give up any individual claims that have been or could have been brought in this lawsuit. The Court will also dismiss the lawsuit so that it cannot be brought again.

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

**The “Release and Waiver” is a very important part of the Settlement and is reprinted word for word in Appendix A to this document. Please read it carefully.**

If you stay in the Settlement, you will be able to make a claim for benefits from the Settlement Fund **AND** any amounts received from the Settlement Fund will not reduce any benefits that may become payable under a policy that is still in force.

#### **If I Stay in the Settlement, May I Sue John Hancock for the Same Thing Later?**

No. Unless you exclude yourself (opt-out), you give up any right to sue John Hancock for the claims resolved by this Settlement. Attached to this Notice (see Appendix A) is the “Release and Waiver.” It describes exactly the legal claims you give up if you stay in the Settlement. If you have a pending lawsuit, speak to your attorney in that case about this Settlement before the exclusion deadline in this case.

#### **Is There an Injunction Against Other Lawsuits?**

Yes. This means that, while the proposed Settlement is pending, the Court will not allow anybody to sue, or continue to sue, John Hancock based on the claims in this case. When the Settlement is finalized, the Parties will ask the Court to prohibit individuals who have not excluded themselves from suing John Hancock for the claims that are being settled. They also will ask the Court to prohibit *anyone* – even if he or she has requested exclusion – from trying to sue John Hancock on behalf of people who have not excluded themselves, or from seeking or using in other lawsuits any information about the allegations of company-wide practices made in this case.

### **8. FAIRNESS HEARING**

The Court will decide whether or not to give final approval to this Settlement after the Fairness Hearing that is scheduled for 10:00 A.M. on August 21, 2009, in the courtroom of the Honorable Janet Bond Arterton at the United States District Court of the District of Connecticut, Richard C. Lee United States Court House, 141 Church Street, New Haven, Connecticut 06510, Courtroom 2. At this hearing, the Court will determine whether the proposed Settlement is fair, reasonable, and adequate and whether it should be approved. The Court will also consider whether the application of the attorneys, or Class Counsel, for an award of attorneys’ fees and expenses should be approved and whether, in accordance with the Settlement, an order and judgment should be entered bringing the litigation to a conclusion. **If the Court gives final approval to this Settlement, the Court’s judgment will be final and binding on all Class Members who have not opted out.**

#### **Do I Have to Come to the Fairness Hearing?**

No. You are not required to appear at the Fairness Hearing. However, if you submit an objection to the settlement, you may also request to appear and be heard at the Fairness Hearing, either by yourself or, at your own expense, with an attorney of your choice. If you would like to object to the Settlement, or appear at the hearing, you must follow the instructions in Part 5, Option C, above.

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

## 9. THE LAWYERS REPRESENTING THE CLASS

Class Members are represented in this litigation by Class Counsel, including Cyrus Mehri, Steven A. Skalet, Woodley Osborne, and Ellen Eardley of Mehri & Skalet, PLLC, and Seth Lesser and Fran Rudich of Klafter, Olsen & Lesser LLP:

### **MEHRI & SKALET, PLLC**

1250 Connecticut Avenue NW, Suite 300  
Washington, D.C. 20036  
Phone: 1-202-822-5100  
Toll Free: 1-866-464-9097  
Facsimile: 1-202-822-4997

### **KLAFTER OLSEN & LESSER LLP**

1311 Mamaroneck Avenue, Suite 220  
White Plains, NY 10605  
Phone: 1-914-997-5656  
Facsimile: 1-914-997-2444

If you are a Class Member, unless you elect to exclude yourself from the Settlement, you will continue to be represented by Class Counsel in connection with the implementation and monitoring of the Settlement at no cost to you. Although it is not necessary, you may, in addition, retain your own attorney at your own expense.

### **How Will the Lawyers Be Paid?**

If you are a Class Member, you will not owe any fees or expenses to the lawyers who have represented you as part of the Class.

In connection with the Settlement, the Court will award Class Counsel reasonable attorneys' fees and expenses out of the Settlement Fund. The attorneys' fees and expenses of Class Counsel, as awarded by the Court, will be paid from the Settlement Fund only if the Settlement is finally approved by the Court.

Class Counsel will seek an award from the Court of 28% of the Settlement Fund (\$6,832,000) plus \$400,000 for future work in implementing and monitoring the Settlement. Part of this requested fee is to reimburse Class Counsel for the substantial costs and expenses they have already incurred in connection with the investigation and litigation of the Class claims, and to pay for fees and expenses that will be incurred during the administration and monitoring of the Settlement. Class Counsel have pursued these claims on behalf of Plaintiff and the Class since 2003 without receiving any compensation to date for their services or reimbursement of their out-of-pocket expenses. Class Counsel have undertaken substantial risks in pursuing this matter. They have done so with the understanding that, if they obtained a recovery, their expenses would be reimbursed and they would receive fees from the fund recovered.

Class Counsel will also ask the Court to award the Class Representative who brought the lawsuit \$20,000, to be paid out of the Settlement Fund, for her time and efforts in bringing and prosecuting this case.

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

## 10. GETTING MORE INFORMATION

If you have further questions or are still not sure whether you are included in the Class, you can get free help at:

**[johnhancocksettlement.com](http://johnhancocksettlement.com) or 1-800-232-3154**

You may also get assistance at [findjustice.com](http://findjustice.com) or by calling or writing to Class Counsel in this case at the following phone number or address:

John Hancock Litigation Settlement  
c/o MEHRI & SKALET, PLLC  
1250 Connecticut Avenue, NW, Suite 300  
Washington, D.C. 20036  
Direct: 1-202-822-5100  
Toll Free: 1-866-464-9097

This Notice contains only a summary of the terms of the Settlement, the provisions of the releases, and related matters. For further information, the Stipulation of Class Action Settlement (which includes the complete terms of the Settlement), the Claim Form, the Release, and numerous other documents connected with the Settlement are available for review and/or downloading on the web at [johnhancocksettlement.com](http://johnhancocksettlement.com) or at [findjustice.com](http://findjustice.com) or in the office of the Clerk of the United States District Court of the District of Connecticut, 141 Church Street, New Haven, Connecticut 06510.

Class Members may also send a written request to: John Hancock Litigation Settlement, c/o Mehri & Skalet, PLLC, 1250 Connecticut Avenue, NW, Suite 300, Washington, D.C. 20036. Please enclose \$10.00 for copies and mailing.

Other orders that the Court may issue from time to time regarding the administration of the Settlement will also be on file with the Court and available at [johnhancocksettlement.com](http://johnhancocksettlement.com) and at [findjustice.com](http://findjustice.com).

**PLEASE DO NOT CALL OR CONTACT THE COURT, THE OFFICE OF THE CLERK OF COURT, OR JOHN HANCOCK WITH QUESTIONS REGARDING THIS NOTICE.**

Dated: February 10, 2009      Janet Bond Arterton  
Judge, United States District Court for the District of Connecticut

---

**QUESTIONS? CALL 1-800-232-3154 OR IF YOU USE A TDD/TTY, CALL 1-866-905-8129  
OR VISIT [JOHNHANCOCKSETTLEMENT.COM](http://JOHNHANCOCKSETTLEMENT.COM)**

## APPENDIX A

### RELEASE AND WAIVER

- I. Plaintiff and all Class Members not opting out of the Settlement shall release and waive, acquit, and forever discharge the Released Parties from the “Released Claims.”
- II. “Released Claims” means any and all matters raised in the Amended Complaint, as well as any and all claims, rights, damages, losses, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, debts, liens, contracts, liabilities, agreements, costs, or expenses, of any nature whatsoever, including but not limited to claims arising under 42 U.S.C. § 1981, and 42 U.S.C. § 1982 or any other federal, state, or local civil rights law, statute, ordinance, or regulation respecting discrimination on the basis of race or national origin, and any claims for individual administrative relief of any type, equitable relief of any type, including disgorgement, reformation, rescission, imposition of constructive trust, restitution, declaratory judgment, and injunctive relief, monetary damages of any type, including compensatory damages, liquidated damages, punitive damages, or exemplary damages, costs, expenses and/or attorneys fees, or liabilities, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, past or present, of Plaintiff and/or Class members arising out of any alleged fraud, misrepresentation, omission, unfair or deceptive practice, breach of any duty, or discrimination based on race or national origin in the sale, purchase, suitability assessment, pricing, design, marketing, underwriting, administration, or service of WPI, MPI, MDO life insurance policies, or any other type of life insurance policy issued by John Hancock prior to 1959, and which they purchased or owned or were the insured under or beneficiary of, but only to the extent that the claims (a) arise out of the Action; (b) relate to any allegations that were asserted in the Action; or (c) which might in the future be asserted by any Plaintiff or Class member against any of the Released Parties that would directly arise out of any acts, facts, transactions, occurrences, conduct, representations or omissions alleged in the Action.
- III. “Released Parties” means Defendant and each and all of the Defendant’s past, present, and future parents (including intermediate and ultimate parents), direct and indirect subsidiaries, affiliates, partners, joint ventures, predecessors and successor corporations and business entities, and each and all of their past and present officers, directors, managers, servants, licensees, joint ventures, sureties, attorneys, agents, general agents, producers, sales representatives, consultants, advisors, contractors, employees, controlling or principal shareholders, general or limited partners or partnerships, divisions, insurers, designated management companies, and each and all of their successors or predecessors in interest, assigns, or legal representatives.

- IV. Nothing in the Stipulation of Class Action Settlement shall be deemed to alter, limit or affect (i) a Class Member's contractual rights to make a claim for benefits that are payable or will become payable in the future pursuant to the terms of a policy issued by John Hancock or (ii) a Class Member's right to assert any claim that independently arises from acts, facts or circumstances arising after the Execution Date.
- V. The Release may be raised as, a complete defense to and will preclude any action or proceeding encompassed by the Release.
- VI. In connection with the Release, it is possible that Plaintiff and the Class Members may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, with respect to the matters released. Nevertheless, it is the intention of the Parties that the Release shall fully, finally and forever settle and release all such matters, and all claims relating thereto, which exist, hereafter may exist, or might have existed.
- VII. Nothing in the Release shall preclude any action to enforce the terms of the Stipulation of Class Action Settlement, provided that such action shall be brought in the United States District Court for the District of Connecticut.
- VIII. Upon the Final Settlement Date, each of the Released Parties shall be deemed to have, and by operation of the Final Judgment and Order of Dismissal shall have, fully, finally, and forever released, relinquished and discharged each and all of the Plaintiff and all other Class Members, and Class Counsel from all claims (including unknown claims) arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Action or the claims included in the Release.
- IX. Principles of law such as Section 1542 of the Civil Code of the State of California provide that a general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. To the extent that the provisions of Section 1542 of the Civil Code of California and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction may be applicable to this Settlement, the Release waives claims that may arise under such laws.
- X. The Release is the result of a compromise of disputed claims and may not be used as evidence or any admission of liability by John Hancock.