

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

**JUDY HALCOM, HUGH PENSON,
HAROLD CHERRY, and RICHARD
LANDINO, Individually and on Behalf of All
Others Similarly Situated,**

Plaintiffs,

v.

**GENWORTH LIFE INSURANCE
COMPANY AND GENWORTH LIFE
INSURANCE COMPANY OF NEW YORK,**

Defendants.

Civil Action No. 3:21-cv-00019

CLASS ACTION

**MEMORANDUM OF LAW IN SUPPORT OF JOINT MOTION TO
APPROVE SETTLEMENT WITH OBJECTORS**

Pursuant to Fed. R. Civ. Pro. (“FRCP”) 23(e)(5)(B), Plaintiffs Judy Halcom, Hugh Penson (through his Estate), Harold Cherry, and Richard Landino, on behalf of themselves and the Class (collectively, “Plaintiffs”), Defendants Genworth Life Insurance Company and Genworth Life Insurance Company of New York (collectively, “Defendants”), Goldman Scarlato & Penny, P.C., Robbins Geller Rudman & Dowd LLP, Berger Montague P.C., and Phelan Petty P.C. (collectively, “Class Counsel”), Objectors Diane Crone, Terry Crone, Walter Leen, Paul Lubell, Bonnie Fontenot Nielson, and Dennis Nielson (collectively, the “Crone Objectors”), Objectors Alan Pfeffer, Lenora Galitz, and Salia Galitz (collectively, the “Pfeffer Objectors”), and W. Edward Bacon (“Bacon,” Bacon together with the Crone and Pfeffer Objectors, the “Objectors”), and Duncan Law Group, LLC, Cronin & Co., Ltd., and Hirschler Fleischer, P.C. (collectively,

“Objectors’ Counsel”) jointly move for approval of an agreement of settlement reached between Plaintiffs, Class Counsel, Defendants, and Objectors (the “Objectors’ Settlement Agreement”) in the above-captioned action (the “Action”). Together, the Plaintiffs, Defendants, Class Counsel, Objectors, and Objectors’ Counsel shall be referred to in this Motion as the “Parties.”¹

Given that (1) this joint Motion by all Parties, including the Objectors, is unopposed, (2) the Parties addressed the Objectors’ Settlement Agreement with the Court on May 24, 2022 (*see* ECF No. 102), and (3) the Court has otherwise addressed the fairness, adequacy, and reasonableness of the proposed Settlement at the February 9, 2022 Final Approval Hearing, the Parties propose that the Court conduct a telephonic hearing as required by FRCP 23(e)(5)(B) on the approval of this Objectors’ Settlement Agreement at the earliest date convenient to the Court.

I. **BACKGROUND**

A. **Procedural History**

On August 31, 2021, this Court issued an Order granting preliminary approval of a class action settlement (the “Original Class Action Settlement Agreement”) and directing notice to the Class. (ECF No. 52.) Commencing on October 22, 2021, the Class Administrator sent the Class Notice via USPS first-class mail to the Class Members, including the Objectors. *See* Supp. Decl. of Cameron R. Azari, Esq. on Implementation and Adequacy of Settlement Notice Plan at ¶ 7 (ECF No. 86-1). The Class Administrator also provided Notice to the Class by publication, including multiple ads in newspapers of national circulation and via the settlement website

¹ All capitalized terms used in this Memorandum of Law shall have the meanings ascribed to them in the Objectors’ Settlement Agreement and Amended Joint Stipulation of Class Action Settlement and Release filed in this Action on March 22, 2022 (ECF No. 96-1).

specifically designed for this Action. *Id.* at ¶ 11. The deadline for Class Members to opt-out of or object to the Settlement Agreement was December 28, 2021. *Id.* at ¶ 16.

On December 3, 2021, Plaintiffs filed their Motion for Final Approval of the Class Action Settlement. (ECF No. 57.) On December 28, 2021, Objectors timely objected to the Original Class Action Settlement Agreement on the grounds that: (1) the Plaintiffs failed to demonstrate that it was fair, reasonable, and adequate; and (2) the Class that the Court preliminarily certified failed to satisfy FRCP 23(a)'s commonality and typicality requirements. (ECF No. 74 at 11-17.) The Court held a hearing on final approval (the "Final Approval Hearing") on February 9, 2022. At the Final Approval Hearing, Objectors argued—among other things—that the Original Class Action Settlement Agreement's release (paragraph 46(a)) (the "Release Provision") was overbroad because it released future claims based on Genworth's future conduct. Final Approval Hearing Tr. at 27:2-40:5; 195:9-196:5. The Court then stated that it "had to look at [the Release Provision] and [] became troubled by it." *Id.* at 196:1-3.

At the end of the Final Approval Hearing, the Court advised the Parties that it "would be inclined, [if it had] to make that decision [that day], to say that [the Original Class Action Settlement Agreement would] not be approved" as paragraph 46(a)'s penultimate sentence ("[n]amed Plaintiffs and Class Members will further release the Genworth Released Parties and Class Counsel from any future claims, on any legal or equitable basis, relating to or arising out of the Special Election Options and/or statements and representations provided in connection with the Special Election Options including (but not limited to) any claim specifically relating to any decision, or non-decision, to maintain, modify, or give up coverage") "call[ed] for too much...and just ha[d] to come out." *Id.* at 195:9-14. (*See also* ECF No. 46-1 at 19.) The Court further suggested

that paragraph 46(a)'s second-to-last sentence perhaps could be "recraft[ed] to limit it in some way" or the Parties should strike it. Final Approval Hearing Tr. at 196:25-197:3.

After the Final Approval Hearing, the Court issued a Minute Entry directing that final "approval [is] conditional on striking a clause currently included [*i.e.*, a portion of Paragraph 46(a)]" and ordering "counsel to submit proposal re: solving paragraph 46 by February 11, 2022." (ECF No. 93.)

On February 11, 2022, Plaintiffs and Defendants submitted proposed revisions to the Release Provision (ECF No. 94), and on March 18, 2022, the Court convened a conference call with counsel for Plaintiffs and Defendants during which the Court stated that the proposed revisions to the Release Provision adequately addressed the Court's concerns, and the Court directed Plaintiffs and Defendants to formally amend the Original Class Action Settlement Agreement to memorialize those changes. (ECF No. 98.) Plaintiffs and Defendants accordingly submitted a Joint Stipulation of Amended Settlement Agreement (the "Amended Class Action Settlement Agreement") for final approval on March 22, 2022 to, *inter alia*, modify the Release Provision (now reflected in Paragraph 53(a) of the Amended Class Action Settlement Agreement). (ECF Nos. 96 & 96-1.)

The Crone Objectors then, on April 13, 2022, filed a renewed objection (the "April 13, 2022 Renewed Objection") objecting that the amended Release Provision "fail[ed] to resolve Objectors' release-related objections argued at the Final Approval Hearing" because, according to the Crone Objectors, it released claims based on future conduct. (ECF No. 97.) The Bacon and Pfeffer Objectors thereafter contacted counsel for the Crone Objectors and informed their new counsel that they would like to adopt and join in the Crone Objectors' second objection.

On May 10, 2022, Plaintiffs filed their Response to the April 13, 2022 Renewed Objection

(ECF No. 97), and on May 16, 2022, the Crone Objectors filed their Reply (ECF No. 101).

On May 19, 2022, the Parties notified the Court that they had reached an agreement in principle, subject to a written agreement and Court approval, with the Objectors. On May 24, 2022, the Court held a telephonic conference, directed the Parties to submit the Objectors' Settlement Agreement to the Court for review and approval by June 3, 2022.

On May 25, 2022, the Court issued an Order noting it had been informed "that the objectors' objections are withdrawn as moot in light of an agreement reached by class counsel, defendants' counsel and objectors' counsel" and ordering "upon receipt of the [Objectors' Settlement Agreement] that the Court would deny the objections as moot." (ECF 102.)

The Court has yet to issue a final approval order or an order overruling or otherwise addressing the objections raised in this Action.

B. The Objectors' Settlement Agreement

Following the April 13, 2022 Objection, the Parties engaged in extensive, arms-length negotiations to attempt to resolve the Objectors' concerns about the Settlement and, in particular, with the Release Provision in the Amended Class Action Settlement Agreement attached hereto as **Exhibit A**. Those negotiations ultimately culminated in a settlement with the Objectors, as embodied in the accompanying Objectors' Settlement Agreement. The Parties agree that the resolution reached in the Objectors' Settlement Agreement benefits the Class.² The material terms of the Objectors' Settlement Agreement are as follows:

² Although Plaintiffs and Defendants continue to maintain that the Objectors' objections lack merit, they have agreed to the Objectors' Settlement Agreement taking into account the strengths and weaknesses of their respective positions and the risks of uncertainty absent settlement.

First, Plaintiffs and Defendants agree to further modify the Release Provision (now in Paragraph 53(a) of the Amended Class Action Settlement Agreement), upon approval by the Court of the Objectors' Settlement Agreement, as follows, with **red text and strike outs** indicating deletions and **blue text and underlining** indicating additions:

Paragraph 53(a). Upon the Final Settlement Date, each Class Member, as well as each Named Plaintiff, forever releases and discharges the Genworth Released Parties of and from any and all known or unknown, contingent or absolute, matured or unmatured, suspected or unsuspected, disclosed or undisclosed, foreseeable or unforeseeable, liquidated or unliquidated, existing or arising in the future, and accrued or unaccrued claims, demands, interest, penalties, fines, and causes of action, that the Named Plaintiffs and Class Members may have from the beginning of time through and including the Final Settlement Date that relate to claims alleged, or that have a reasonable connection with any matter of fact set forth in the Action including, but not limited to, any claims relating to rate increases on Class Policies prior to the Final Settlement Date. This release specifically includes any legal or equitable claim arising from or related to any election or policy change made or not made by any Class Members to his or her policy benefits prior to the Final Settlement Date. Named Plaintiffs and Class Members, subject to the exception set forth below, will further release the Genworth Released Parties and Class Counsel from any claims relating to or arising out of the Disclosures or the Special Election Letters the Class Members are provided as part of the Settlement Agreement, including (but not limited to) claims specifically relating to any alleged omissions in the Disclosures or the Special Election Letters or to any decision, or non-decision, to maintain, modify, or give up coverage based on the Disclosures, the Special Election Letters, or the Special Election Options offered. Collectively, the claims described in this paragraph shall be referred to as the "Released Claims."

~~The following A claim shall not be a Released Claim: if within one year~~s~~ of the date a Class Member makes a Special Election or one year~~s~~ of the deadline for the Class Member to make a Special Election, whichever is earlier, that a Class Member ~~who believes he or she~~ was harmed by an express and intentional misrepresentation;~~

in the completed portion of the Disclosures ~~or in representations made~~ that currently is bracketed in the template Special Election Letter appended as Appendix D to this Settlement Agreement, in the completed portions of the Special Election Options that are made available to that Class Member that currently are bracketed in the template Special Election Letter, or by the Genworth Released Parties or Class Counsel about the Disclosures, shall not be a Released Claim. ~~can~~ A Class Member may pursue such a claim in this Court via verified complaint or verified petition within three years of the date the Class Member makes a Special Election or three years of the deadline for the Class Member to make a Special Election, whichever is earlier, provided that, before filing any such claim, the Class Member shall first notify the Parties of the basis for the claim and provide them with a reasonable opportunity to investigate and, if appropriate, remedy the alleged harm.

Objectors' Settlement Agreement at ¶ 34(a).

Second, and per the Court's instruction at and following the May 24, 2022 conference, the Objectors agree that all Objections are withdrawn and will be denied as moot. *Id.* at ¶ 35.

Third, the Objectors agree to: (a) not further object to or participate or assist in any additional objection to the Original Class Action Settlement Agreement, the Amended Class Action Settlement Agreement, or the Second Amended Class Action Settlement Agreement (collectively, the "Settlement") whether by way of further objections, motions for reconsideration, or appeal; (b) abide by the Court's forthcoming orders on final approval, overruling or denying objections to the Settlement, and on Class Counsel's application for attorneys' fees and costs; and (c) not interfere with the finality of the Settlement including its implementation and administration. *Id.* at ¶ 36.

Fourth, Defendants agree to pay each Objector an incentive award in an amount ordered by the Court, not to exceed \$7,500 per Objector, to compensate each of them for his/her contributions to the Second Amended Settlement Agreement. *Id.* at ¶¶ 37(a)-(b). Class Counsel

and Defendants also agree to pay Objectors' Counsel attorneys' fees associated with the modifications to the Release Provision, in an amount ordered by the Court, and to not oppose an application by Objectors' Counsel for such fees up to \$1,400,000. *Id.* at ¶¶ 37(c)-(d).³ None of these payments to the Objectors or to Objectors' Counsel, if and as ordered by the Court, shall be deducted from payments to Class Members; rather, all such payments will be made by Defendants and Class Counsel without reducing recovery to the Class (whose benefits are uncapped and not part of a common fund in any event). *Id.* at ¶ 37(f). Moreover, if the Court awards the Objectors or Objectors' Counsel incentive awards or attorneys' fees in an amount less than they request, Objectors or Objectors' Counsel may appeal, but such an appeal will be separate from the final judgment and not otherwise affect the finality of the Class Action Settlement Agreement approved by the Court or any distribution to Class Members. *Id.* at ¶ 36(b).

II. ARGUMENT

A. FRCP 23(e)(5)

FRCP 23(e)(5) permits one or more Class Members to object to a proposed class action settlement and requires court approval, following a hearing, of any payment or exchange of consideration in connection with “(i) forgoing or withdrawing an objection, or (ii) foregoing, dismissing, or abandoning an appeal from a judgment approving” a settlement. FRCP 23(e)(5)(A)-(B)(ii). The Advisory Committee comments to this subsection note that “[g]ood-faith objections can assist the court in evaluating a proposal under Rule 23(e)(2),” and that “[i]t is legitimate for an objector to seek payment for providing such assistance under Rule 23(h).” FRCP 23(e)(5)(B) Advisory Committee’s Notes to 2009 Amendment.

³ If Objectors' Counsel apply for more than this amount in attorneys' fees, the Parties agree that Plaintiffs, Class Counsel, and Defendants may oppose the application. *Id.* at ¶ 37(d).

B. The Objectors' Settlement Agreement Should Be Approved

The Objectors' Settlement Agreement should be approved because it serves the best interests of the Class. Primarily, the Objectors' Settlement Agreement modifies the Release Provision to further benefit the Class by:

- *Expanding* Class Members' ability to assert post-judgment claims concerning certain "express and intentional" misrepresentations within three years of the date a Class Member makes a Special Election or within three years of the deadline for a Class Member to make a Special Election, whichever is earlier. In the Original Class Action Settlement Agreement, Class Members had no right to assert such claims, and in the Amended Class Action Settlement Agreement, Class Members were provided only one year to assert such a claim.
- *Allowing* Class Members to assert such a claim in this Court via an unverified complaint or petition. In the Amended Class Action Settlement Agreement, Class Members were required to assert such a claim via a verified complaint or petition.
- *Clarifying* that Class Members retain the ability to assert claims concerning "express and intentional misrepresentations" (a) in the to-be-completed portion of the Disclosures that is currently bracketed in the template Special Election Letter, (b) in the completed portions of the Special Election Options that are made available to the Class Members, or (c) about the Disclosures by the Genworth Released Parties or Class Counsel. In the Amended Class Action Settlement Agreement, Class Members were not expressly advised that they maintained the right to assert claims with respect to "the completed portions of the Special Election Options that are made available to the Class Member that currently are bracketed in the template Special Election Letter."

While Plaintiffs and Defendants do not concede that the original Release Provision or the amended Release Provision were deficient or inadequate in any respect, the Parties agree that the proposed further amended Release Provision expands Class Members' rights.

Importantly, none of the payments to the Objectors or to Objectors' Counsel, if approved by the Court, will affect the settlement relief provided to the Class; that is, the Class' recovery will not be diminished in any way by the Objectors' Settlement Agreement. Objectors' Settlement Agreement at ¶¶ 37(b); 37(f). This is because (1) the Settlement itself is not a capped, common-fund settlement; rather, Defendants have agreed to pay all benefits claimed by Class Members, with no *pro rata* reductions based on claims rates or payments to any other persons, and (2) Defendants and Class Counsel have agreed to make payments to the Objectors and Objectors' Counsel, as ordered by the Court, from their own funds and in addition to the payments that will be made to Class Members. *Id.* at ¶¶ 37(c); 37(g). This aspect of the Objectors' Settlement Agreement is particularly notable, as the Guidelines and Best Practices for implementing this portion of FRCP 23, recently published by the Bolch Judicial Institute, underscored that the primary purpose of requiring court approval of objector settlements is to guard against payments to objectors that “*reduce* the funds distributed to class members [and] *delay* settlement distributions to innocent class members.” Bolch Judicial Institute, Duke Law School, *Guidelines and Best Practices for Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions* at 20 (2018), available at <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=1003&context=bolch>, at 20 (“Bolch Guidelines”) (emphasis added). The Objectors' Settlement Agreement here does just the opposite, leaving the Class' recovery fully intact.

Finally, approval of the Objectors' Settlement Agreement will conclude the underlying Action and facilitate the expeditious disbursement of the negotiated relief to the Class, which is particularly notable since the average Class Member is over eighty-one (81) years-old.⁴ Expedited relief will expand recovery to the Class as a whole given that the Settlement is uncapped and will not be reduced *pro rata* depending on the number of elections made.

III. CONCLUSION

Based on the foregoing, the Parties respectfully request that the Court approve the Objectors' Settlement Agreement.

⁴ Any appeal of Objectors' Petition for Incentive Awards and Attorneys' Fees will not interfere with the finality of the Second Amended Class Action Settlement. Objectors' Settlement Agreement at ¶ 36(b).

DATED: June 3, 2022

Respectfully submitted,

/s/ Jonathan M. Petty

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CERTIFICATE OF SERVICE

I certify that on the 3rd day of June, 2022, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF System, which will send a notification of such filing to all counsel of record.

/s/ Heidi E. Siegmund

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EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

**JUDY HALCOM, HUGH PENSON,
HAROLD CHERRY, and RICHARD
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all others similarly situated,***

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**GENWORTH LIFE INSURANCE
COMPANY and GENWORTH LIFE
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Defendants.

Civil Action No.: 3:21-CV-00019-REP

JOINT STIPULATION OF SETTLEMENT WITH OBJECTORS

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This Joint Stipulation of Settlement with Objectors (the “Objectors’ Settlement Agreement”) is made and entered into by and between Judy Halcom, Hugh Penson (through his Estate), Harold Cherry, and Richard Landino (“Named Plaintiffs”), on behalf of themselves and the class of individuals defined in this Objectors’ Settlement Agreement (collectively, “Plaintiffs”), Defendants Genworth Life Insurance Company (“GLIC”) and Genworth Life Insurance Company of New York (“GLICNY”) (together, GLIC and GLICNY, “Genworth” or “Defendants”), and objectors Diane Crone, Terry Crone, Walter Leen, Paul Lubell, Bonnie Fontenot Nielson, and Dennis Nielson (collectively, the “Crone Objectors”), objectors Alan Pfeffer, Lenora Galitz, and Salia Galitz (the “Pfeffer Objectors”), and W. Edward Bacon (“Bacon,” Bacon together with the Crone Objectors, and the Pfeffer Objectors, the “Objectors”). Together, the Plaintiffs, Defendants, and Objectors are referred to in this Objectors’ Settlement Agreement as the “Parties.”

Subject to Court approval as required by Federal Rule of Civil Procedure (“FRCP”) 23(e)(5) and 23(h), the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Objectors’ Settlement Agreement and upon entry by the Court of a Final Order and Judgment Approving Objectors’ Settlement Agreement (defined below), the Objections (defined below) shall be settled and compromised in accordance with the terms of this Objectors’ Settlement Agreement.

I. RECITALS

1. WHEREAS, on January 11, 2021, Named Plaintiffs filed a complaint (the “Complaint”) against Defendants for alleged misrepresentations based on the alleged failure to disclose material information in the premium rate increase letters sent for certain long-term care insurance policies issued by GLIC and GLICNY in the action styled as *Halcom et al. v. Genworth Life Insurance Company et al.*, Civil Action No. 3:21-CV-00019-REP in the United States District

Court of the Eastern District of Virginia (the “Action”). Named Plaintiffs sought to represent a class of all Policyholders who had received such letters in all fifty states and the District of Columbia, and Named Plaintiffs asserted claims for Fraudulent Inducement by Omission and for Declaratory Relief;

2. WHEREAS, Genworth denies and continues to deny any wrongdoing or legal liability for any alleged wrongdoing, does not admit or concede any actual or potential fault, wrongdoing, or legal liability in connection with any facts or claims that have been or could have been alleged in the Action, and contends that neither Named Plaintiffs nor the putative classes have been injured or are entitled to any relief;

3. WHEREAS, on August 23, 2021, Plaintiffs and Genworth entered into a Joint Stipulation of Settlement and Release (the “Original Class Action Settlement Agreement”) (ECF No. 46-1);

4. WHEREAS, on August 23, 2021, Plaintiffs filed a Motion to Direct Notice of Proposed Settlement to the Class (ECF Nos. 44-46), and on August 31, 2021, the Court issued an Order Granting Preliminary Approval of Settlement and Directing Notice to the Class (ECF No. 52);

5. WHEREAS, on October 22, 2021, Class Notice was sent to the Class (*see* ECF No. 86-1);

6. WHEREAS, on November 15, 2021 and November 24, 2021, the Court received Bacon’s first and second objections, respectively, to the Original Class Action Settlement Agreement (ECF Nos. 53 & 55);

7. WHEREAS, on December 3, 2021, Plaintiffs filed a Motion for Final Approval of Class Action Settlement and memorandum in support thereof (ECF Nos. 57-58);

8. WHEREAS, on December 13, 2021, the Court received Lenora Galitz and Alan Pfeffer's objections to the Original Class Action Settlement Agreement (ECF Nos. 63 & 64);

9. WHEREAS, on December 27, 2021, the Court received letters from Alan Pfeffer and Lenora Galitz requesting to amend their prior objections (ECF Nos. 69 & 72);

10. WHEREAS, on December 27, 2021, the Court received Salia Galitz's objection to the Original Class Action Settlement, written by Lenora Galitz as power of attorney for Salia Galitz (ECF No. 73);

11. WHEREAS, on December 28, 2021, the Court received the Crone Objectors' objection to the Original Class Action Settlement Agreement (ECF No. 74);

12. WHEREAS, on January 27, 2022, Plaintiffs filed a Reply Memorandum In Support of Plaintiff's Motion for Final Approval of Class Action Settlement ("Plaintiffs' Reply Memorandum In Support of Final Approval") (ECF No. 86);

13. WHEREAS, on February 9, 2022, Alan Pfeffer filed a letter with the Court requesting that the Court accept his letter as an Amendment to his original objections to the Original Class Action Settlement Agreement and as a response to Plaintiffs' Reply Memorandum in Support of Final Approval (ECF No. 92);

14. WHEREAS, on February 9, 2022, the Court held a hearing on Final Approval (the "Final Approval Hearing"), during which the Objectors participated and raised objections including with respect to Paragraph 46(a) of the Original Class Action Settlement Agreement, which includes the Release by Named Plaintiffs and the Class (the "Release Provision"). During the Final Approval Hearing, the Court requested that Named Plaintiffs and Genworth propose revisions to the Release Provision in Paragraph 46(a) of the Original Class Action Settlement Agreement;

15. WHEREAS, on February 11, 2022, Named Plaintiffs and Genworth submitted a letter to the Court with revisions to the Release Provision (ECF No. 94), and on March 18, 2022, the Named Plaintiffs and Genworth participated in a conference call with the Court wherein the Court requested the submission of an Amended Joint Stipulation of Class Action Settlement and Release (the “Amended Class Action Settlement Agreement”) with the revised Release Provision;

16. WHEREAS, on March 22, 2022, Named Plaintiffs and Genworth entered into the Amended Class Action Settlement Agreement to revise the Release Provision and to incorporate an updated Special Election Letter template in Appendix D that includes various non-material changes that were previously submitted to the Court on January 27, 2022, superseding Appendix D to the Original Class Action Settlement Agreement;

17. WHEREAS, on April 13, 2022, the Crone Objectors filed their second objection (the “April 13, 2022 Objection”), objecting that the amended release in the Amended Class Action Settlement Agreement is overbroad and “fails to resolve Objectors’ release-related objections argued at the final approval hearing” (ECF No. 97);

18. WHEREAS, the Pfeffer Objectors and Bacon have adopted the objections made by the Crone Objectors and are represented by the same counsel as the Crone Objectors; and

19. WHEREAS, following the April 13, 2022 Objection, counsel for Plaintiffs, counsel for Defendants, and counsel for Objectors engaged in arms’ length negotiations, consisting of dozens of conferences over an approximately five-week period, that culminated in the Objectors agreeing to this settlement to address the Objections, having taken into account the strengths and weaknesses of the Objections and the risks of continued litigation (including appeals) absent settlement; and

20. WHEREAS, the Parties believe that the Objectors’ Settlement Agreement is in the best interests of the Class;

NOW THEREFORE, in consideration of the foregoing facts and of the agreements and consideration set forth below, the Parties mutually agree as follows:

II. DEFINITIONS

21. Business Days: “Business Days” means each day, not including the day of the act, event, or default from which a designated period of time begins to run, but including the last day of the period, unless it is a Saturday, Sunday, or U.S. federal government holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or U.S. federal government holiday.

22. Class Counsel: “Class Counsel” shall be defined as Goldman Scarlato & Penny, P.C., Robbins Geller Rudman & Dowd LLP, Berger Montague P.C., and Phelan Petty P.C.

23. Class Notice: “Class Notice” means the Court-directed appropriate notice pursuant to FRCP 23(e) that was sent in this Action beginning on October 22, 2021.

24. Court: “Court” means the United States District Court for the Eastern District of Virginia.

25. Final Objectors’ Settlement Agreement Date: “Final Objectors’ Settlement Agreement Date” means the date, if any, on which the Order Approving Objectors’ Settlement Agreement becomes “Final.” For purposes of this provision, if no appeal has been taken from the Order Approving Objectors’ Settlement Agreement, “Final” means the date, if any, on which the Order Approving Objectors’ Settlement Agreement is entered by the Court or the Final Settlement Date, whichever is later.

26. Final Objectors’ Incentive Awards and Attorneys’ Fees Settlement Date: “Final Objectors’ Incentive Awards and Attorneys’ Fees Settlement Date” means the date, if any, on which the Order on Objectors’ Motion for Incentive Awards and Attorneys’ Fees becomes “Final.” For purposes of this provision: (1) if no appeal has been taken from the Order on Objectors’

Incentive Awards and Attorneys' Fees, "Final" means the date that the time to appeal or seek any review therefrom has expired; or (2) if any appeal or review has been taken from the Order on Objectors' Incentive Awards and Attorneys' Fees, "Final" means that all available appeals or review therefrom, including any petition for rehearing or reargument, petition for rehearing *en banc*, further appeals at any level, petition for certiorari, or any other form of review, have been finally disposed of in a manner that fully affirms the Order on Objectors' Incentive Awards and Attorneys' Fees.

27. Objectors' Counsel: "Objectors' Counsel" shall be defined as Duncan Law Group, LLC, Cronin & Co., Ltd, and Hirschler Fleischer, P.C.

28. Objections: The "Objections" shall be defined as any and all objections filed by the Objectors.

29. Order Approving Objectors' Settlement Agreement: "Order Approving Objectors' Settlement Agreement" means the order issued by the Court granting the Motion to Approve the Objectors' Settlement Agreement (as described in Paragraph 33 below).

30. Order on Objectors' Motion for Incentive Awards and Attorneys' Fees: "Order on Objectors' Motion for Incentive Awards and Attorneys' Fees" means the Order issued by the Court approving, partially approving and partially denying, or denying Objectors' Motion for Incentive Awards and Attorneys' Fees (as described in Paragraph 37 below).

31. Second Amended Class Action Settlement Agreement: The "Second Amended Class Action Settlement Agreement" refers to the Second Amended Joint Stipulation of Settlement and Release, which amends the Amended Class Action Settlement Agreement by modifying Paragraph 53(a) of the Amended Class Action Settlement Agreement as described in Paragraph 34 below.

32. Other Terms. Other capitalized terms used in this Objectors' Settlement Agreement but not defined in Section II shall have the meanings ascribed to them elsewhere in this Settlement Agreement. Unless otherwise defined herein, all capitalized words, phrases or terms set forth herein shall have the meaning set forth in the Amended Joint Stipulation of Class Action Settlement and Release filed in this Action on March 22, 2022 (ECF No. 96-1).

III. TERMS OF SETTLEMENT

33. Motion to Approve the Objectors' Settlement Agreement.

(a) No later than June 3, 2022, the Parties shall file a joint Motion to Approve the Objectors' Settlement Agreement in the Action that seeks approval of all terms of the Objectors' Settlement Agreement.

(b) The Parties shall coordinate on the drafting of the Motion to Approve the Objectors' Settlement Agreement, and no Motion to Approve the Objectors' Settlement Agreement shall be filed without each Party's consent to the Objectors' Settlement Agreement.

34. Modifications to the Amended Class Action Settlement Agreement and Motion to Approve the Second Amended Class Action Settlement Agreement.

(a) Within two (2) Business Days of the Final Judgment and Order Approving Objectors' Settlement Agreement, Plaintiffs and Genworth shall enter into a Second Amended Class Action Settlement Agreement that modifies Paragraph 53(a) of the Amended Class Action Settlement Agreement as follows, with **red text and strike outs** indicating deletions and **blue text and underlining** indicating additions:

Paragraph 53(a). Upon the Final Settlement Date, each Class Member, as well as each Named Plaintiff, forever releases and discharges the Genworth Released Parties of and from any and all known or unknown, contingent or absolute, matured or unmatured, suspected or unsuspected, disclosed or undisclosed, foreseeable or unforeseeable, liquidated or unliquidated, existing or arising in the future, and accrued or unaccrued claims, demands, interest,

penalties, fines, and causes of action, that the Named Plaintiffs and Class Members may have from the beginning of time through and including the Final Settlement Date that relate to claims alleged, or that have a reasonable connection with any matter of fact set forth in the Action including, but not limited to, any claims relating to rate increases on Class Policies prior to the Final Settlement Date. This release specifically includes any legal or equitable claim arising from or related to any election or policy change made or not made by any Class Members to his or her policy benefits prior to the Final Settlement Date. Named Plaintiffs and Class Members, subject to the exception set forth below, will further release the Genworth Released Parties and Class Counsel from any claims relating to or arising out of the Disclosures or the Special Election Letters the Class Members are provided as part of the Settlement Agreement, including (but not limited to) claims specifically relating to any alleged omissions in the Disclosures or the Special Election Letters or to any decision, or non-decision, to maintain, modify, or give up coverage based on the Disclosures, the Special Election Letters, or the Special Election Options offered. Collectively, the claims described in this paragraph shall be referred to as the “Released Claims.”

~~The following A claim shall not be a Released Claim: if within one year of the date a Class Member makes a Special Election or one year of the deadline for the Class Member to make a Special Election, whichever is earlier, that a Class Member who believes he or she~~ was harmed by an express and intentional misrepresentation: in the completed portion of the Disclosures ~~or in representations made~~ that currently is bracketed in the template Special Election Letter appended as Appendix D to this Settlement Agreement, in the completed portions of the Special Election Options that are made available to that Class Member that currently are bracketed in the template Special Election Letter, or by the Genworth Released Parties or Class Counsel about the Disclosures, shall not be a Released Claim. ~~can~~ A Class Member may pursue such a claim in this Court via ~~verified~~ complaint or ~~verified~~ petition within three years of the date the Class Member makes a Special Election or three years of the deadline for the Class Member to make a Special Election, whichever is earlier, provided that, before filing any such claim, the Class Member shall first notify the Parties of the basis for the claim and provide them with a reasonable opportunity to investigate and, if appropriate, remedy the alleged harm.

(b) Within two (2) Business Days of the Order Approving Objectors' Settlement Agreement, Plaintiffs and Genworth shall file the Second Amended Class Action Settlement Agreement and Release with the Court.

35. Withdrawal of Objections. Upon entry of the Order Approving Objectors' Settlement Agreement, all Objections shall be deemed withdrawn.

36. Objectors' Covenant Not to Further Object, Seek Further Review, or Appeal, and Objectors' Waiver of and Limited Appeal Rights.

(a) Subject to Paragraph 39 below, Objectors (1) covenant not to further object to or participate or assist in any additional objection to the Original Class Action Settlement Agreement, the Amended Class Action Settlement Agreement, or the Second Amended Class Action Settlement Agreement; (2) covenant not to seek, and knowingly, voluntarily, and in consideration of the promises herein, waive any further judicial review or appeal, including filing any further objection, motion for reconsideration, or notice of appeal, in relation to (a) the Original Class Action Settlement Agreement, the Amended Class Action Settlement Agreement, or the Second Amended Class Action Settlement Agreement, (b) any order or judgment granting final approval of the Second Amended Class Action Settlement Agreement, (c) any order overruling objections to the Original Class Action Settlement Agreement, the Amended Class Action Settlement Agreement, or the Second Amended Class Action Settlement Agreement, including but not limited to the Objections, and/or (d) any order granting, in whole or part, Class Counsel's requests for attorneys' fees and costs; and (3) covenant not to prevent or delay the Final Settlement Date in this Action or assist or cooperate with any other person or entity in attempting to do so. Any Objector's breach of a covenant within this Paragraph constitutes irreparable harm to the Genworth Released Parties and/or Plaintiffs. If any Objector breaches a covenant within this Paragraph, the Genworth Released Parties or Plaintiffs, as the case may be, shall be entitled to all

available relief to remedy such a breach, including injunctive or other equitable relief, all damages resulting from the breach, and attorneys' fees and costs in enforcing the covenant or in opposing any objection or appeal.

(b) The Objectors or Objectors' Counsel may appeal or seek further review of the Final Order on Objectors' Motion for Incentive Awards and Attorneys' Fees (subject to Objectors' covenants and waivers in Paragraph 36(a) above) if denied in whole or part. Any such appeal or review will not challenge or affect the finality of the Second Amended Class Action Settlement Agreement or the Objectors' Settlement Agreement, and shall not prevent or delay the Parties from otherwise implementing and administering the Second Amended Class Action Settlement Agreement. Plaintiffs and Defendants may oppose such an appeal or review and advocate for affirmance, in whole or in part, of the Order on Objectors' Motion for Incentive Awards and Attorneys' Fees, and will not be deemed to have waived such arguments.

37. Incentive Awards to Objectors and Objectors' Counsel's Attorneys' Fees.

(a) Within thirty (30) Business Days of the Final Objectors' Incentive Awards and Attorneys' Fees Settlement Date or Final Objectors' Settlement Agreement Date, whichever is later, Defendants will pay each of the Objectors (or if any of the Objectors passes away at any time following the execution of this Objectors' Settlement Agreement, to the deceased Objector's estate) an incentive award not to exceed \$7,500.00 if and as awarded by the Court. Objectors' Counsel shall provide payment instructions prior to the Final Objectors' Incentive Awards and Attorneys' Fees Settlement Date.

(b) Objectors shall not seek Court approval of incentive awards in excess of \$7,500.00 per Objector. None of these Payments to Objectors shall be deducted from any payments to Class Members.

(c) Defendants and Class Counsel will pay Objectors' Counsel attorneys' fees (but not costs) if and as ordered by the Court, in an amount not to exceed \$1,400,000.00, and will not oppose an application by Objectors' Counsel seeking up to such an amount. If Objectors' Counsel do not appeal the Order on Objectors' Counsel's Attorneys' Fees, then payments for Objectors' Counsel's Attorneys' Fees, if and as ordered by the Court, shall be paid in full within three (3) Business Days of the date that the first Contingency Fee to Class Counsel following the Final Objectors' Incentive Awards and Attorneys' Fees Settlement Date is paid.

(d) Objectors' Counsel shall only seek attorneys' fees associated with the modifications to the Release Provision in the Original Class Action Settlement Agreement and in the Amended Class Action Settlement Agreement (described in Paragraph 34, above). In any papers filed with or statements made to the Court, Objectors' Counsel may make representations that: "Genworth and Class Counsel have agreed, after extensive arms-length negotiations, to not oppose Objectors' Counsel's request for attorneys' fees up to \$1,400,000.00 and incentive awards up to \$7,500 per Objector, if and as ordered by the Court." If asked by the Court for a statement concerning applications for such amounts, Class Counsel and Defendants will make and not contradict such representations, but may otherwise respond to the Court's request. In any instance, such non-oppositions shall not be represented or characterized as acknowledgements by Class Counsel or Defendants of the reasonableness of the amounts requested or of the benefit conferred by the Objectors. If Objectors' Counsel seeks fees in an amount more than \$1,400,000.00, then Class Counsel and Defendants may oppose such a fee application.

(e) Objectors and Objectors' Counsel shall file a Motion for Objectors' Incentive Awards and Objectors' Counsel's Attorneys' Fees ("Objectors' Motion for Incentive Awards and Attorneys' Fees") that seeks entry of an Order concerning the Objectors' Motion for Incentive Awards and Attorneys' Fees as a separate, post-judgment order. Objectors and

Objectors' Counsel shall provide Plaintiffs and Defendants with drafts of the Objectors' Motion for Incentive Awards and Attorneys' Fees sufficiently in advance of filing for Plaintiffs and Defendants to review and comment on the draft motion, and Objectors and Objectors' Counsel agree to consider the spirit of any changes reasonably requested by Plaintiffs or Defendants.

(f) No payments for Objectors' Counsel's Attorneys' Fees shall be deducted from any payments to Class Members.

(g) Genworth and Class Counsel will pay Objectors' Counsel's Attorneys' Fees in an amount awarded by the Court in accordance with the timing set forth in Paragraph 37(c) above. Objectors' Counsel shall provide wire instructions prior to the Final Objectors' Counsel's Attorneys' Fees Settlement Date.

(h) No Admission of Liability. This Objectors' Settlement Agreement is a compromise of disputed claims and the consideration provided for herein is not to be construed as an admission on the part of any Party hereto.

38. Non-Disparagement and Public Statements.

(a) The Parties and their respective counsel shall not make any statements relating to this Action, orally or in writing, to third parties that disparage, are inimical to, or damage the reputation of the Parties. Disparaging remarks, comments, or statements are those that impugn the character, honesty, integrity, morality, business acumen, motives, or abilities of the Parties.

(b) The Parties and their respective counsel shall not make any public statements, advertise, promote, or share news or information concerning or related to the Objectors' Settlement Agreement at any time with the media or others who are not necessary to effectuate the terms of the Objectors' Settlement Agreement, except that Class Counsel may, subject to Genworth's prior approval, publish the Objectors' Settlement Agreement, along with a

brief, accurate statement concerning the Objectors' Settlement Agreement, on the Action's settlement website, and Objectors' Counsel may communicate that they represented Objectors in this Action.

(c) If, at any time, either Named Plaintiffs, Class Counsel, Defendants, Defendants' Counsel, Objectors, Objectors' Counsel, or the Settlement Administrator receives any subpoena or other request for information or documents concerning the Objectors' Settlement Agreement, the recipient of such subpoena or request shall provide, within five (5) Business Days of receipt of such subpoena or request, notice of the subpoena or request to Class Counsel, Defendant's Counsel, and Objectors' Counsel and shall not disclose or produce any information or documents to the subpoenaing or requesting person or entity unless (i) Named Plaintiffs, Defendants, and Objectors have approved disclosure or production, (ii) Named Plaintiffs, Defendants, and Objectors have not objected to the subpoena or request within the applicable time to do so, or (iii) the Court or other tribunal with jurisdiction over the subpoena or request has authorized or directed production of such information or documents.

39. Enforceability and Continuing Jurisdiction. This Objectors' Settlement Agreement is fully enforceable and binding and is admissible and subject to disclosure in any proceeding to enforce its terms. For the sake of clarity, any Party may seek to enforce this Objectors' Settlement Agreement by motion, suit or otherwise. The prevailing Party in any civil action to enforce this Objectors' Settlement Agreement may petition the Court to for injunctive or other equitable relief or to recover costs and reasonable attorneys' fees incurred in connection with such an enforcement action or motion. The Court shall retain jurisdiction over the Parties to enforce this Objectors' Settlement Agreement.

40. Mutual Full Cooperation. The Parties shall fully cooperate with each other and use their best efforts to accomplish the terms of this Objectors' Settlement Agreement including,

but not limited to, execution of such documents and to take such other actions as may be reasonably necessary to implement the terms of this Objectors' Settlement Agreement.

41. No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein discharged except as set forth herein.

42. No Third-Party Beneficiaries. This Objectors' Settlement Agreement does not confer any benefits to any third-party.

43. Construction and Choice of Law. The terms and conditions of this Objectors' Settlement Agreement are the result of extensive, arm's-length negotiations between the Parties, and all Parties have participated in the drafting of this Objectors' Settlement Agreement and setting forth its terms, and this Objectors' Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel has participated in the drafting of this Objectors' Settlement Agreement. The law of Virginia shall govern this Objectors' Settlement Agreement without reference to its conflict of laws principles.

44. Modifications. This Objectors' Settlement Agreement may not be changed, altered, or modified except in a writing signed by GLIC, GLICNY, Class Counsel, each of the Named Plaintiffs (in their individual and representative capacities), each of the Objectors, and Objectors' Counsel, or as ordered by the Court following a written stipulation between GLIC, GLICNY, Class Counsel, Objectors' Counsel, each of the Named Plaintiffs (in their individual and representative capacities), and each of the Objectors effectuated through their counsel or the verbal stipulation of counsel for GLIC, GLICNY, each of the Named Plaintiffs (in their individual and representative capacities), and each of the Objectors in open court.

45. Notice. All notices provided for under or pursuant to this Objectors' Settlement Agreement shall be in writing and shall be given by email, with a courtesy copy by United States mail, first class, postage prepaid, as follows:

If to the Named Plaintiffs, the Class, or Class Counsel:

GOLDMAN SCARLATO & PENNY, P.C.

Brian D. Penny

161 Washington Street, Suite 1025

Conshohocken, PA 19428

Telephone: (484) 342-0700

Email: penny@lawgsp.com

ROBBINS GELLER RUDMAN & DOWD LLP

Stuart A. Davidson

120 East Palmetto Park Road, Suite 500

Boca Raton, FL 33432

Telephone: (561) 750-3000

Email: sdavidson@rgrdlaw.com

PHELAN PETTY, PLC

Jonathan M. Petty

3315 West Broad Street

Richmond, VA 23230

Telephone: (804) 980-7100

Email: jpetty@phelanpetty.com

BERGER MONTAGUE PC

Shanon Carson

Glen Abramson

1818 Market Street, Suite 3600

Philadelphia, PA 19103

Telephone: (215) 875-3000

Email: scarson@bm.net

gabramson@bm.net

If to Defendants or Defendants' Counsel:

Michael Duvall
DENTONS US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Telephone: (213) 892-2818
Email: michael.duvall@dentons.com

Brian Pumphrey
MCGUIREWOODS LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219-3916
Telephone: (804) 775-7745
Email: bpumphrey@mcguirewoods.com

If to the Objectors or Objectors' Counsel:

Robert R. Duncan
DUNCAN LAW GROUP, LLC
161 N. Clark, Suite 2550
Chicago, IL 60601
Telephone: (312) 202-3283
Email: rrd@duncanlawgroup.com

Thomas C. Cronin
CRONIN & CO., LTD.
120 North LaSalle Street
20th Floor
Chicago, IL 60602
Telephone: (312) 500-2100
Email: tcc@cronincoltd.com

Andrew P. Sherrod

HIRSCHLER FLEISCHER
The Edgeworth Building
2100 East Cary Street
P.O. Box 500
Richmond, VA 23218
Telephone: (804) 771-9500
asherrod@hirschlerlaw.com

46. Entire Agreement. This Objectors' Settlement Agreement contains the entire agreement between the Parties relating to Objections and the transactions contemplated herein and supersedes all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a Party or such Party's counsel, related to the Objections.

47. Counterparts. This Objectors' Settlement Agreement may be executed in counterparts, which, when taken together with other signed counterparts, shall constitute one fully executed agreement that shall be binding upon and effective as to all Parties. Photographic, facsimile, electronically signed, and scanned PDF copies of signatures shall have the same efficacy of original signatures and may be used for any purpose consistent with this Objectors' Settlement Agreement.

48. Representations. By signing this Objectors' Settlement Agreement, each of the Parties expressly represents and warrants as follows:

(a) That it has read the Objectors' Settlement Agreement, knows and understands the contents thereof, and has entered into this Objectors' Settlement Agreement voluntarily and of its own volition.

(b) That, in entering into this Objectors' Settlement Agreement, it has not relied on any representation, warranty, or promise made by any person, except for those expressly set forth herein.

(c) That, in entering into this Objectors' Settlement Agreement, it has been advised of its meaning and consequences by its legal counsel.

(d) That it, or the person executing this Objectors' Settlement Agreement on its behalf, has full power, capacity and authority to execute and deliver this Objectors' Settlement Agreement.

[signatures on next page]

Agreed to by:

JUDY HALCOM

DocuSigned by:

Judy Halcom

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Date: 6/3/2022

Judy Halcom, Named Plaintiff in Her Individual and Representative Capacities

HUGH PENSON

Date: _____

Hugh Penson (by Lola Penson, executrix of Hugh Penson’s Estate), Named Plaintiff in His Individual and Representative Capacities

HAROLD CHERRY

Date: _____

Harold Cherry, Named Plaintiff in His Individual and Representative Capacities

RICHARD LANDINO

Date: _____

Richard Landino, Named Plaintiff in His Individual and Representative Capacities

GENWORTH LIFE INSURANCE COMPANY

Date: _____

Genworth Life Insurance Company

By: Brian Haendiges

Its: President, CEO, and Chief Risk Officer

GENWORTH LIFE INSURANCE COMPANY OF NEW YORK

Date: _____

Genworth Life Insurance Company of New York

By: Brian Haendiges

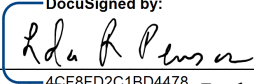
Its: Senior Vice President and Chief Risk Officer

Agreed to by:

JUDY HALCOM

_____ Date: _____
Judy Halcom, Named Plaintiff in Her Individual and Representative Capacities

HUGH PENSON

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 _____ Date: 6/3/2022
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Hugh Penson (by Lola Penson, executrix of Hugh Penson’s Estate), Named Plaintiff in His Individual and Representative Capacities

HAROLD CHERRY

_____ Date: _____
Harold Cherry, Named Plaintiff in His Individual and Representative Capacities

RICHARD LANDINO

_____ Date: _____
Richard Landino, Named Plaintiff in His Individual and Representative Capacities

GENWORTH LIFE INSURANCE COMPANY

_____ Date: _____
Genworth Life Insurance Company

By: Brian Haendiges

Its: President, CEO, and Chief Risk Officer

GENWORTH LIFE INSURANCE COMPANY OF NEW YORK

_____ Date: _____
Genworth Life Insurance Company of New York

By: Brian Haendiges

Its: Senior Vice President and Chief Risk Officer

Agreed to by:

JUDY HALCOM

_____ Date: _____

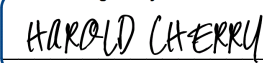
Judy Halcom, Named Plaintiff in Her Individual and Representative Capacities

HUGH PENSON

_____ Date: _____

Hugh Penson (by Lola Penson, executrix of Hugh Penson’s Estate), Named Plaintiff in His Individual and Representative Capacities

HAROLD CHERRY

DocuSigned by:
 _____ Date: 6/3/2022

F17FD0BBB2554BF
Harold Cherry, Named Plaintiff in His Individual and Representative Capacities

RICHARD LANDINO

_____ Date: _____

Richard Landino, Named Plaintiff in His Individual and Representative Capacities

GENWORTH LIFE INSURANCE COMPANY

_____ Date: _____

Genworth Life Insurance Company

By: Brian Haendiges

Its: President, CEO, and Chief Risk Officer

GENWORTH LIFE INSURANCE COMPANY OF NEW YORK

_____ Date: _____

Genworth Life Insurance Company of New York

By: Brian Haendiges

Its: Senior Vice President and Chief Risk Officer

Agreed to by:

JUDY HALCOM

Date: _____
Judy Halcom, Named Plaintiff in Her Individual and Representative Capacities

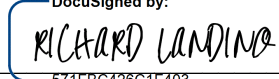
HUGH PENSON

Date: _____
Hugh Penson (by Lola Penson, executrix of Hugh Penson’s Estate), Named Plaintiff in His Individual and Representative Capacities

HAROLD CHERRY

Date: _____
Harold Cherry, Named Plaintiff in His Individual and Representative Capacities

RICHARD LANDINO

DocuSigned by:


571FBC426C1F403... Date: 6/3/2022
Richard Landino, Named Plaintiff in His Individual and Representative Capacities

GENWORTH LIFE INSURANCE COMPANY

Date: _____
Genworth Life Insurance Company

By: Brian Haendiges

Its: President, CEO, and Chief Risk Officer

GENWORTH LIFE INSURANCE COMPANY OF NEW YORK

Date: _____
Genworth Life Insurance Company of New York

By: Brian Haendiges

Its: Senior Vice President and Chief Risk Officer

Agreed to by:

JUDY HALCOM

Date: _____
Judy Halcom, Named Plaintiff in Her Individual and Representative Capacities

HUGH PENSON

Date: _____
Hugh Penson (by Lola Penson, executrix of Hugh Penson’s Estate), Named Plaintiff in His Individual and Representative Capacities

HAROLD CHERRY

Date: _____
Harold Cherry, Named Plaintiff in His Individual and Representative Capacities

RICHARD LANDINO

Date: _____
Richard Landino, Named Plaintiff in His Individual and Representative Capacities

GENWORTH LIFE INSURANCE COMPANY

DocuSigned by:
Brian Haendiges

Date: _____
F941F03FFA674B8...
Genworth Life Insurance Company

By: Brian Haendiges

Its: President and CEO

GENWORTH LIFE INSURANCE COMPANY OF NEW YORK

DocuSigned by:
Brian Haendiges

Date: _____
F941F03FFA674B8...
Genworth Life Insurance Company of New York

By: Brian Haendiges


Its: Senior Vice President

W. EDWARD BACON

/s/ W. Edward Bacon
W. Edward Bacon, Class Member and Objector


Date: 06/03/2022

DIANE CRONE


Diane Crone (June 3, 2022)
Diane Crone, Class Member and Objector

Date: 06/03/2022

TERRY CRONE


Terry Crone (June 3, 2022)
Terry Crone, Class Member and Objector

Date: 06/03/2022

LENORA GALITZ

/s/ Lenora Galitz
Lenora Galitz, Class Member and Objector

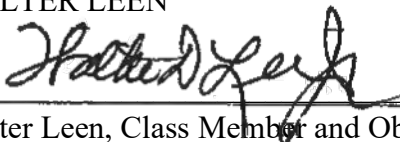
Date: 06/03/2022

SALIA GALITZ

/s/ Lenora Galitz, Power of Attorney
Salia Galitz, Class Member and Objector

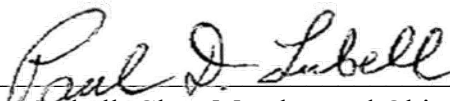
Date: 06/03/2022

WALTER LEEN


Walter Leen, Class Member and Objector

Date: 06/03/2022

PAUL LUBELL


Paul Lubell, Class Member and Objector

Date: 06/03/2022

BONNIE FONTENOT NIELSON

Bonnie Fontenot Nielson Date: 06/03/2022
Bonnie Fontenot Nielson, Class Member and Objector

DENNIS NIELSON

[Signature] Date: 06/03/2022
Dennis Nielson, Class Member and Objector

ALAN PFEFFER

/s/ Alan Pfeffer Date: 06/03/2022
Alan Pfeffer, Class Member and Objector

GOLDMAN SCARLATO & PENNY, P.C.

_____ Date: _____

By (Print Name): _____

ROBBINS GELLER RUDMAN & DOWD LLP

_____ Date: _____

By (Print Name): _____

BERGER MONTAGUE P.C.

_____ Date: _____

By (Print Name): _____

BONNIE FONTENOT NIELSON

Date: _____
Bonnie Fontenot Nielson, Class Member and Objector

DENNIS NIELSON

Date: _____
Dennis Nielson, Class Member and Objector

ALAN PFEFFER

Date: _____
Alan Pfeffer, Class Member and Objector

GOLDMAN SCARLATO & PENNY, P.C.

Don D. Penny Date: 6/3/22

By (Print Name): Brian D. Penny

Attorneys for Named Plaintiffs and the Class

ROBBINS GELLER RUDMAN & DOWD LLP

Date: _____

By (Print Name): _____

Attorneys for Named Plaintiffs and the Class

BERGER MONTAGUE P.C.

Date: _____

By (Print Name): _____

Attorneys for Named Plaintiffs and the Class

BONNIE FONTENOT NIELSON

Bonnie Fontenot Nielson, Class Member and Objector Date: _____

DENNIS NIELSON

Dennis Nielson, Class Member and Objector Date: _____

ALAN PFEFFER

Alan Pfeffer, Class Member and Objector Date: _____

GOLDMAN SCARLATO & PENNY, P.C.

Date: _____

By (Print Name): _____

ROBBINS GELLER RUDMAN & DOWD LLP

Stuart Davidson Date: *4/3/2022*
By (Print Name): *Stuart A. Davidson*

BERGER MONTAGUE P.C.

Date: _____

By (Print Name): _____

BONNIE FONTENOT NIELSON

Bonnie Fontenot Nielson, Class Member and Objector Date: _____

DENNIS NIELSON

Dennis Nielson, Class Member and Objector Date: _____

ALAN PFEFFER

Alan Pfeffer, Class Member and Objector Date: _____

GOLDMAN SCARLATO & PENNY, P.C.

By (Print Name): _____ Date: _____

ROBBINS GELLER RUDMAN & DOWD LLP

By (Print Name): _____ Date: _____

BERGER MONTAGUE P.C.

DocuSigned by:
Glen Abramson

BDEFDA01A66416... Date: 6/3/2022

By (Print Name): Glen Abramson

PHELAN PETTY PLC

Jonathan M. Petty Date: 6/3/2022
By (Print Name): Jonathan M. Petty

Attorneys for Named Plaintiffs and the Class

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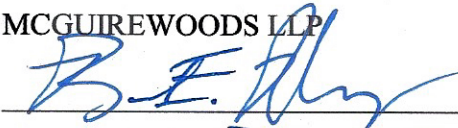
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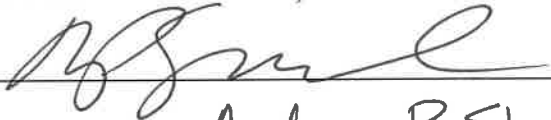
By (Print Name): Robert R. Duncan

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/s/ Thomas C. Cronin _____ Date: 06/03/2022

By (Print Name): Thomas C. Cronin

HIRSCHLER FLEISCHER, P.C.

 Date: June 3, 2022

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**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

**JUDY HALCOM, HUGH PENSON,
HAROLD CHERRY, and RICHARD
LANDINO, Individually and on Behalf of All
Others Similarly Situated,**

Plaintiffs,

v.

**GENWORTH LIFE INSURANCE
COMPANY AND GENWORTH LIFE
INSURANCE COMPANY OF NEW YORK,**

Defendants.

Civil Action No. 3:21-cv-00019

CLASS ACTION

PROPOSED ORDER
APPROVING OBJECTORS' SETTLEMENT AGREEMENT

This matter is before the Court on the Parties' Joint Motion to Approve Settlement with Objectors (the "Motion"). ECF Nos. ___, ___. Having considered the Motion, with all appendices thereto, the record, and the briefs, and having held a hearing in this matter, this Court grants the Motion and approves the Objectors' Settlement Agreement pursuant to Federal Rule of Civil Procedure 23(e)(5)(B). The Court shall issue a separate order with respect to Objectors' Incentive Awards and Objectors' Counsel's Attorneys' Fees.

Without affecting the finality of the Court's judgment, the Court retains jurisdiction over the implementation, administration, effectuation, and enforcement of the Objectors' Settlement Agreement and its terms.

IT IS SO ORDERED.

Dated: _____, 2022

ROBERT E. PAYNE
SENIOR UNITED STATES DISTRICT JUDGE