

# **EXHIBIT A**

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

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.: 3:21cv00019-REP**

**SUPPLEMENTAL DECLARATION OF CAMERON R. AZARI, ESQ. ON  
IMPLEMENTATION AND ADEQUACY OF SETTLEMENT NOTICE PLAN**

I, Cameron Azari, declare as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice, and I have served as an expert in hundreds of federal and state cases involving class action notice plans.
3. I am a Senior Vice President with Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”), a firm that specializes in designing, developing, analyzing and implementing large-scale legal notification plans. Hilsoft is a business unit of Epiq, the Court-appointed Settlement Administrator in this case.
4. I previously executed my *Declaration of Cameron R. Azari, Esq. on Settlement Notice Plan and Administration*, on August 22, 2021, in which I detailed the proposed Settlement Notice Plan. I also provided Hilsoft’s class action notice experience, attached Hilsoft’s *curriculum vitae*, and provided my educational and professional experience relating to class

actions and my ability to render opinions on overall adequacy of notice programs. Subsequently, I executed my *Declaration of Cameron R. Azari, Esq. on Implementation and Adequacy of Settlement Notice Plan*, (“Implementation Declaration”) on December 2, 2021, in which I detailed Hilsoft’s successful implementation of the Settlement Notice Plan.

5. This declaration will provide updated administration statistics for the implementation of the Settlement Notice Plan (“Notice Plan” or “Plan”) and notices (the “Notice” or “Notices”) for the Settlement in *Halcom v. Genworth Life Ins. Co.*, No. 3:21-cv-00019-REP, in the United States District Court for the Eastern District of Virginia.

6. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Hilsoft and Epiq, who worked with us to implement the Notice Plan.

### **NOTICE PLAN IMPLEMENTATION**

#### ***Individual Notice***

7. As stated in my Implementation Declaration, commencing on October 22, 2021, Epiq sent the detailed Class Notice via USPS first-class mail to the 144,821 Class Members. Address updating (both prior to mailing and on undeliverable pieces) and re-mailing protocols met or exceeded those used in other class action settlements.

8. Additionally, a Class Notice has been mailed to all persons who requested one via the toll-free telephone number maintained by Epiq (as detailed below) or by mail. As of January 25, 2022, Epiq has mailed 201 additional Class Notices as a result of such requests.

9. The USPS automatically forwards Class Notices with an available forwarding address order that has not expired (“Postal Forwards”). The return address on these Class Notice mailings is a post office box maintained by Epiq, and for Class Notices returned as undeliverable, Epiq re-mailed the Notice to any new address available through USPS information. For other returned Class Notice mailings, Epiq also has obtained better addresses by using a third-party lookup service, a process commonly referred to as “skip-tracing”. Epiq also worked with

Defendants to ensure that any such changes of address for Class Members appear current. Upon successfully locating better addresses through these means, Class Notices have been promptly re-mailed that Epiq has received from the USPS. As of January 25, 2022, Epiq has re-mailed 44 such Class Notices, 17 of which were Postal Forwards. As of January 25, 2022, Epiq has received a total of 80 undeliverable Class Notices (which includes any re-mailed Class Notices that were also returned as undeliverable).

#### ***Notice Results***

10. As of January 25, 2022, Epiq has mailed Class Notices to 144,821 unique records, with Notice to 72 unique Class Members currently known to be undeliverable. In my experience, this approximate 99% deliverable rate to identified likely Class Members is indicative of the extensive address research, updating and re-mailing protocols used and that the Notice Program in this case met and, indeed, exceeded expectations.

#### ***Supplemental Publication Notice***

11. On December 6, 2021, the Publication Notice was published for one business day in the national editions of *The New York Times*, *The Wall Street Journal*, and *USA Today* as an 1/8 page ad unit. As noted in my previous Implementation Declaration, the combined average weekday circulation of these three publications is approximately 1.38 million.

#### ***Case Website, Toll-free Telephone Number, and Postal Mailing Address***

12. The existing website for the Settlement that Epiq established on October 27, 2021, ([www.PCSLongTermCareInsuranceSettlement.com](http://www.PCSLongTermCareInsuranceSettlement.com)) continues to be available 24 hours per day, 7 days per week. Class Members are able to obtain detailed information about the case and review documents, including the Notice, operative Complaint, Plaintiffs' Motion to Direct Notice of Proposed Settlement to the Class, Plaintiffs' Memorandum in Support of Motion to Direct Notice of Proposed Settlement to the Class, Declaration of Brian D. Penny in Support of Motion to Direct Notice of Proposed Settlement to the Class, Order Granting Preliminary Approval of the Settlement and Directing Notice to the Class, Settlement Agreement, Appendix A – Class Policies, Appendix

C – Special Election Options, Appendix D – Special Election Letter, Motion for Attorneys’ Fees, Memorandum in Support of Motion for Attorneys’ Fees, Motion for Final Approval of Settlement, Memorandum in Support of Motion for Final Approval, and Brian Penny Declaration in Support of Motions for Final Approval and Attorneys’ Fees, as well as answers to frequently asked questions (“FAQs”). The case website address is displayed prominently in all Notices. A true and correct copy of each of the pages of the case website are attached to this declaration as **Attachment 1**. The dedicated website for this case has a different domain name than the *Skochin* settlement website.

13. As of January 25, 2022, there have been 11,516 unique visitor sessions to the case website, and 24,427 web pages have been presented to visitors.

14. The existing toll-free telephone number (1-800-664-4267) that Epiq established on October 26, 2021, continues to be available 24 hours per day, 7 days per week. Class Members are able to call for additional information, listen to answers to FAQs, request that a Notice be mailed to them, and choose to speak to a live operator during normal business hours. The toll-free telephone number also is prominently displayed in the Notices. As of January 25, 2022, the toll-free number has handled 10,955 calls for 135,002 minutes of use and live operators have handled 3,894 calls for 45,180 minutes of use.

15. The post office box established for the Settlement continues to be available to allow Class Members to send inquiries about the Settlement.

#### ***Exclusion Requests and Objections***

16. The deadline to request exclusion or objection to the Settlement was December 28, 2021. As of January 25, 2022, Epiq has received 94 requests for exclusion from the Settlement that were postmarked on or before December 28, 2021.<sup>1</sup> As of January 25, 2022, I am aware of 11 objections filed by 19 Class Members (all of which I understand must be submitted by the

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<sup>1</sup> I am aware of three additional requests for exclusion from the Settlement, which were filed by non-Class Members who were all part of the Skochin Settlement. All three requests were postmarked on or before December 28, 2021.

objectors to the Court). All objections were postmarked on or before December 28, 2021. I have reviewed the objections, including a correction to an objection that was filed on the docket, and none of the objections relate to the method of providing notice or settlement administration.<sup>2</sup> The Request for Exclusion Report is included as **Attachment 2**.

### CONCLUSION

17. I believe this Notice Program provided the best notice practicable given the circumstances. It is my opinion that the Notice Program as implemented herein was consistent with other class action notice plans that have been approved by both state and federal courts nationwide. This Notice Program was designed and implemented to reach as many Class Members as possible and provided them with the opportunity to review a plain language notice with the ability to easily take the next step and learn more about this Action and Settlement.

18. The individual notice (mailing) effort reached approximately 99% of the identified Class. The supplement newspapers and the established website expanded the reach of the notice further. In 2010, the Federal Judicial Center issued a Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide. This Guide states that, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%." Here, we have developed and implemented a Notice Plan that readily achieved a reach at the higher end of that standard.

19. The Notice Program as implemented provided the best notice practicable under the circumstances of this case, conformed to all aspects of Federal Rules of Civil Procedure Rule 23, and comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

20. The Notice Plan schedule afforded sufficient time to provide full and proper notice

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<sup>2</sup> I am aware of one additional objection, which was filed by non-Class Member, Barbara Eckhaus who was part of the Skochin Settlement.

to Class Members before the opt-out and objection deadlines.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 26, 2022, at Beaverton, Oregon.



\_\_\_\_\_  
Cameron R. Azari

# Attachment 1

# Halcom, et al. v. Genworth Life Insurance Company, et al.

United States District Court for the Eastern District of Virginia (Richmond Division)

Case No. 3:21-cv-00019-REP

## Welcome to the Information Website for the Halcom v. Genworth Life Insurance Class Action Settlement

If you own a PCS I or PCS II long-term care insurance policy issued by Genworth Life Insurance Company or Genworth Life Insurance Company of New York, you may be part of a class action settlement. Genworth has agreed to settle a proposed class action involving certain PCS I and PCS II long-term care policies.

A proposed settlement has been reached between the Parties in the *Halcom, et al. v. Genworth Life Insurance Company, et al.* class action lawsuit pending in the United States District Court of the Eastern District of Virginia (the "Class Action"), and on August 30, 2021, the settlement was granted preliminary approval by the Court supervising the lawsuit.

The purpose of this website is to describe the Class Action, to inform Class Members of the proposed settlement terms, and to inform Class Members of their potential rights and options in connection with the settlement.

In January 2021, four Policyholders brought a lawsuit on behalf of a class alleging that Genworth should have included certain additional information in letters sent to Genworth PCS I and PCS II Policyholders about premium rate increases. Genworth denies all allegations and maintains that its disclosures to Policyholders were reasonable, appropriate and truthful.

Pending final Court approval and subject to certain conditions, impacted Policyholders may receive certain disclosures and policy options, including potential payments or credits. If you are a Class Member, you may be entitled to obtain this relief, and you may have other rights relating to the proposed settlement.

Because the rights of Class Members may be affected, it is extremely important that you read this website carefully.

### Your Legal Rights and Options in This Settlement

### Important Dates

**December 28, 2021**

Deadline to Exclude Yourself from the Settlement

**December 28, 2021**

Deadline to Object to the Settlement

**February 9, 2022, at 10:00 a.m. EST**

Final Approval Hearing

Do Nothing

If you do not oppose the settlement of the lawsuit, then simply do nothing. You do not need to return an Opt-Out Form and do not need to send any documents to the Settlement Administrator. IF YOU DO NOTHING, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE. If you do nothing, you will not have the right to pursue your own action for the claims covered by the Class Action Release. If the Settlement Agreement is finally approved by the Court, you will then be sent another correspondence with options to elect to receive benefits under the Settlement Agreement.

<p>Exclude Yourself</p>	<p>If you do NOT want to be bound by the Settlement Agreement and wish to retain the right to proceed against the Defendants on your own as to the claims that were alleged, or that have a reasonable connection with any matter of fact set forth in the Class Action, subject to any defenses that may be available to the Defendants to any claims you may have, including, but not limited to, statutes of limitation and statutes of repose, <b>then you must notify the Settlement Administrator that you wish to exclude yourself from the Settlement Agreement and the Class.</b></p>
<p>Object</p>	<p>If you want to remain in the Settlement Agreement and be bound by its terms, but you oppose any aspect of the Settlement Agreement, or Class Counsel's application for an award of fees and expenses, <b>you may object to the Settlement Agreement.</b></p>

Go to a Hearing

A court hearing concerning the fairness of the settlement will be held on **February 9, 2022, at 10:00 a.m. EST** at the following address: The Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, VA 23219, Richmond Courtroom 7400 to determine whether the settlement should be given final approval by the Court. **You are not required to attend the hearing in order to participate in the settlement.**

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# Halcom, et al. v. Genworth Life Insurance Company, et al.

United States District Court for the Eastern District of Virginia (Richmond Division)

Case No. 3:21-cv-00019-REP

## Frequently Asked Questions

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### 1. What is this class action lawsuit about?

On January 11, 2021, four individuals with Genworth Life Insurance Company and Genworth Life Insurance Company of New York ("Genworth") PCS I or PCS II long-term care insurance policies, Judy Halcom, Hugh Penson, Harold Cherry, and Richard Landino ("Named Plaintiffs"), filed a Class Action Complaint ("Complaint") against Genworth in the United States District Court for the Eastern District of Virginia, alleging that Genworth withheld material information from Policyholders relating to the full scope and magnitude of Genworth's future rate increase plans and to Genworth's reliance on obtaining such rate increases to be able to pay future claims. That Complaint asserted claims for fraudulent inducement by omission and for declaratory relief.

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### 2. Who is included in the settlement?

The "Class" or "Class Members" for purposes of this settlement are defined as follows, with capitalized terms defined below:

All Policyholders of Genworth long-term care insurance PCS I and PCS II policies, and State variations of those policies in force at any time during the Class Period and issued in any of the fifty (50) States of the United States or the District of Columbia (the "States"), excluding: (1) those Policyholders with Class Policies that went into Non-Forfeiture Status or entered a Fully Paid-Up Status prior to January 1, 2014; (2) those Policyholders whose Class Policies are Lapsed and outside any period Genworth allows for automatic reinstatement upon payment of past due premium, or whose Class Policy has otherwise Terminated as of the date of the Class Notice or as of the date of the Special Election Letter would otherwise be mailed to the Policyholder; (3) those Policyholders who are deceased before their signed Special Election Option is postmarked for mailing to Genworth, or is faxed or emailed to Genworth; (4) Genworth's current officers, directors, and employees as of the date Class Notice is mailed; and (5) Judge Robert E. Payne and his immediate family and staff.

Changes to your policy status or coverage (including, for example, whether your policy Lapses or is Terminated) may impact whether or not you are a member of the proposed Class. If your policy Lapses, it must be reinstated within the period that Genworth allows your Class Policy to be automatically reinstated if you wish to exercise rights and options in the settlement.

The following defined terms apply to the definition "Class" or "Class Members":

"Policyholder(s)" means the policy owner, except: (a) where a single policy or certificate insures both a policy or certificate owner and another insured person, "Policyholder(s)" means both the policy or certificate owner and the other insured person jointly, and (b) where the Class Policy at issue is certificate 7000X, 7020X, 7000Y, 7030CRT, 7031CRT, or 7032CRT, or any other Class Policy that is a certificate issued under a group long-term care insurance policy, "Policyholder(s)" means the certificate holder.

"Class Period" means any time on or between January 1, 2012 and the date the Class Notice is mailed.

"Class Policies" means Genworth long-term care insurance policies, or, for group policies, certificate forms identified [here](#) in force at any time during the Class Period and issued in any of the States.

"Non-Forfeiture Status" means a policy status where the Policyholder has exercised a "Non-Forfeiture Option." "Non-Forfeiture Options" include, but are not limited to, benefits that may have been made available pursuant to: an optional Non-Forfeiture Benefit Rider, the Limited Benefits Upon Lapse Due to a Substantial Premium Increase (also called a Contingent Non-Forfeiture Benefit), the Limited Non-Forfeiture Option; the Optional Limited Benefit Endorsement; or the Limited Benefit with Payment for Partial Policy Disposition.

"Fully Paid-Up Status" means a status whereby a Class Policy is continued in full force and effect and no further premiums are owed. A Class Policy in Fully Paid-Up Status does not include a Class Policy that is in a Non-Forfeiture Status.

"Lapse" or "Lapsed" means a status whereby a policy is no longer in force because premium was not paid as required. A Lapsed policy Terminates and cannot be reinstated if it is outside any period Genworth allows for the policy to be automatically reinstated with payment of past due premium. For purposes of the Settlement Agreement, a policy in Non-Forfeiture Status is not a Lapsed policy.

**"Special Election Letter"** means the letter Genworth will send to all Class Members providing certain disclosures and offering settlement options that will be available to each Class Member.

**"Special Election Options"** means the options offered to Class Members that may include, where available, Class Members maintaining their current benefits at their existing filed rates (subject to any and all future rate increases that may be approved or otherwise permitted) or electing from a selection of paid-up reduced benefit options and/or reduced benefit options (also subject to any and all future rate increases that may be approved or otherwise permitted) as described in Appendix C of the Settlement Agreement, some of which also entitle Class Members to damages payments.

**"Terminated"** means a status whereby a Class Policy is no longer in force and is unable to be automatically reinstated by the Policyholder with payment of past due premium. It includes, for example, a Class Policy that has Lapsed beyond the period permitted for automatic reinstatement, a Class Policy that has been cancelled, or a Class Policy (including a policy in Non-Forfeiture Status) that is no longer in force because all available benefits have been exhausted.

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### 3. What are the terms of the settlement?

The Settlement Agreement is conditioned upon the Court entering an order granting final approval of the Settlement Agreement as fair, reasonable, and adequate and in the best interests of the Class. Subject to the Settlement Agreement becoming final, the terms of the Settlement Agreement are as follows:

1. **Special Election Disclosures and Options:** In consideration for a Release as described in paragraph 2 below, and as a direct result of the Class Action and the Settlement Agreement, Genworth will send a special election letter ("Special Election Letter") to all Class Members after the settlement has been finally approved. The Special Election Letter will contain, subject to approval by the Court and being approved by and/or not objected to by state insurance regulators:
  - a. Disclosure of certain information about GLIC's and/or GLICNY's future rate increase plans and need for future rate increases (the "Disclosures"); and
  - b. Class Members' right to make an election of either (1) maintaining current benefits at existing filed rates (subject to future approved rate increases), or (2) electing from a selection of reduced paid-up benefit options or reduced benefit options (the "Special Election Options"), subject to the availability of those options depending on each Class Members' current policy terms and benefits and any state limitations concerning Partnership Plan ("Partnership Plan") requirements. Special Election Options that may be available could increase the amount of your current non-forfeiture paid-up benefit or entitle you to cash damages pay-outs. The actual Special Election Options available to you will depend upon many factors including, but not limited to, your current policy status and benefits, final Court approval, and state regulatory review and comment.
2. **Release:** Each member of the Class who does not timely and validly opt out of the Class, will fully and irrevocably waive and release Genworth and each of those entities' respective affiliates, predecessors, successors, parents, subsidiaries, and, for each of the foregoing, their current, former, and future directors, officers, direct and indirect owners, members, managers, attorneys, representatives, employees, and agents (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 Class Action including, but not limited to, any claims relating to rate increases on Class Policies. 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 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.

This Release will not prevent a Class Member from making a claim for benefits under his or her long-term care insurance policy consistent with his or her policy coverage, nor shall it include a Class Member's challenge or appeal of Genworth's denial of benefits under his or her Class Policy.

**This website only contains a summary of the actual benefits and release language contained in the Settlement Agreement, which is on file with the Court and available for your review, including on the [Important Documents](#) page of this website.** If the Settlement Agreement is not approved by the Court or does not become final for any reason, the Class Action will continue, this Release will not be binding, and the Special Election Options will not be available.

3. **Attorneys' Fees and Litigation Expenses:** As part of the request for final approval of the Settlement Agreement, Class Counsel will file a request seeking to be paid the following:
  - a. \$1,000,000.00 relating to the injunctive relief that is in the form of the Disclosures.
  - b. An additional contingent payment of 15% of certain amounts related to Special Election Options selected by the Class, which shall be no greater in the aggregate than \$18,500,000.00. **None** of the attorneys' fees will be deducted from payments made by Genworth to Class Members.

Class Counsel will also file a request for an award of reasonable litigation expenses in this case. These expenses will be no more than \$50,000.00.

These are the only attorneys' fees and litigation expenses that Class Counsel will be paid as a result of the settlement. Class Members will not be required to separately pay Class Counsel for any other attorneys' fees or expenses. Genworth has agreed to pay all fees and expenses separately. The actual amounts of attorneys' fees and litigation expenses to be paid to Class Counsel will be determined by the Court, and these amounts will be paid by Genworth directly to Class Counsel.

This website only contains a summary of the actual attorneys' fees and litigation expenses provisions contained in the Settlement Agreement, which is on file with the Court and available for your review, including on the [Important Documents](#) page of this website.

- 4. Class Representatives' Service Payment:** Named Plaintiffs Judy Halcom, Hugh Penson, Harold Cherry, and Richard Landino have been appointed as class representatives by the Court. As part of the request for Final Approval of the Settlement Agreement, Class Counsel will request that service payments be awarded to each class representative in an amount of up to \$15,000.00 for each of them for the time, work, and risk they undertook in bringing this Class Action and achieving a settlement on behalf of all Class Members. None of the service payments approved by the Court will be deducted from payments made by Genworth to Class Members.

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#### 4. Why did the Parties reach a settlement?

All Parties believe in the merits of their respective claims and defenses. Nevertheless, due to the uncertainties, risks, expenses, and business disruption of continued litigation, the Parties have agreed to settle the lawsuit after voluntary mediation proceedings involving an independent mediator. The Parties have entered into a Joint Stipulation of Class Action Settlement and Release (the "Settlement Agreement"), which the Court has preliminarily approved as fair and reasonable. The principal terms of the Settlement Agreement are summarized on this website. The full Settlement Agreement is on file with the Court and available on the [Important Documents](#) page of this website.

The attorneys for Named Plaintiffs Judy Halcom, Hugh Penson, Harold Cherry, and Richard Landino have been designated by the Court as "Class Counsel" to represent all Class Members affected by the Settlement Agreement. Class Counsel believes that the Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Class Members.

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#### 5. Did the Court determine that Genworth committed wrongdoing or is liable?

Genworth denies any wrongdoing or legal liability for any alleged wrongdoing in connection with any facts or claims that have been or could have been alleged in Named Plaintiffs' lawsuit, whether on behalf of the Named Plaintiffs or Class Members. Genworth contends that neither Named Plaintiffs nor the putative Class has been injured or is entitled to any relief. The Court has not ruled on the merits of the claims or defenses. The parties have voluntarily entered into this Settlement Agreement without any finding of wrongdoing or liability against Genworth.

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#### 6. How do I remain in the settlement?

If you do not oppose the settlement of the lawsuit, then simply do nothing. You do not need to return an opt-out letter and do not need to send any documents to the Settlement Administrator. IF YOU DO NOTHING AND YOU MEET THE CLASS DEFINITION, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE. If you do nothing, you will not have the right to pursue your own action for the claims covered by the Class Action Release. If the Settlement Agreement is approved by the Court, you may then be sent another correspondence with options to elect to receive benefits in the Settlement Agreement.

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#### 7. How do I exclude myself from the settlement?

If you do NOT want to be bound by the Settlement Agreement and wish to retain the right to proceed against GLIC and/or GLICNY on your own as to the claims that were alleged, or that have a reasonable connection with any matter of fact set forth in the Class Action, subject to any defenses that may be available to GLIC and/or GLICNY to any claims you may have, including, but not limited to, statutes of limitation and statutes of repose, then you must notify the Settlement Administrator that you wish to exclude yourself from the Settlement Agreement and the Class.

To do so, you must send a signed letter to the Settlement Administrator, which includes: (1) your name, (2) your address, (3) if available, your policy number, (4) a statement that you are "requesting exclusion" from the Settlement Agreement, (5) the name of the case and case number (*Halcom, et al. v. Genworth Life Insurance Company, et al.*, Case No. 3:21-cv-00019-REP), and (6) your signature.

Opt-out letters can be mailed to the Settlement Administrator at the following mailing address: *Halcom v. Genworth* Settlement Administrator, P.O. Box 5749, Portland, OR 97228-5749.

The letter requesting exclusion must be **postmarked** no later than **December 28, 2021**. Any request for exclusion received with a postmark after that date will be invalid.

**IF YOU CHOOSE TO EXCLUDE YOURSELF, YOU WILL NOT RECEIVE THE SETTLEMENT AGREEMENT POLICY ELECTION OPTIONS OR OTHER RELIEF AND THE TERMS OF THE SETTLEMENT WILL NOT APPLY TO YOU.**

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#### 8. How do I object to the settlement?

If you want to remain in the Settlement Agreement and be bound by its terms, but you oppose any aspect of the Settlement Agreement, or Class Counsel's application for an award of fees and expenses, you may object to the Settlement Agreement.

In order to object, you must file a written Objection with the Clerk of United States District Court for the Eastern District of Virginia, located at 701 East Broad Street, Richmond, VA 23219, and you must serve a copy of the written Objection on the Settlement Administrator at the following address: *Halcom v. Genworth* Settlement Administrator, P.O. Box 5749, Portland, OR 97228-5749.

A written Objection must include: (1) your full name, (2) your current address, (3) the name of the case and the case number (*Halcom, et al. v. Genworth Life Insurance Company, et al.*, Case No. 3:21-cv-00019-REP), (4) the basis or reason(s) for your objection(s), (5) your signature, and (6) if you (or someone on your behalf such as an attorney) intends to appear at the Final Approval Hearing, a statement stating that you (or someone on your behalf) intend to appear at the Final Approval Hearing.

Any written Objection must be filed with the Court **and** sent to the Settlement Administrator with a **postmark** no later than **December 28, 2021**. Any written Objection filed and/or mailed with a postmark after this deadline will be invalid.

You may be permitted to appear personally (or through an attorney) at the Final Approval Hearing to present your objections directly to the Court if you timely file and serve a written Objection and do not submit a request for exclusion. A written Objection must state whether you (or someone on your behalf, such as an attorney) intends to appear at the Final Approval Hearing. If you wish to have an attorney represent you in connection with any written Objection, including to appear at the Final Approval Hearing, you will be responsible for any fees or expenses of that attorney. If you submit a written Objection, you will remain a Class Member and, if the Court rejects your objection(s), you will still be bound by the terms of the Settlement Agreement, including the Release.

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#### 9. When and where will the Court decide whether to finally approve the settlement?

The Final Approval Hearing on the fairness and adequacy of the Settlement Agreement will be held on **February 9, 2022, at 10:00 a.m. EST** in Courtroom 7400 in The Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, VA 23219. You are not required to attend the Final Approval Hearing in order to participate in the Settlement Agreement, although you are free to do so if you choose. The Court, in its discretion, may continue the Final Approval Hearing to a later date, in which case no additional written notice will be sent to Class Members, so it is incumbent upon you to check the Court's docket for this case and this website regarding the Final Approval Hearing date and time if you wish to attend.

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#### 10. How do I contact Class Counsel?

The following law firms are Class Counsel and represent the Class Members:

Class Counsel	
Goldman Scarlato & Penny, P.C. Brian D. Penny 161 Washington Street Suite 1025 Conshohocken, PA 19428	Robbins Geller Rudman & Dowd LLP Stuart A. Davidson 120 East Palmetto Park Road, Suite 500 Boca Raton, FL 33432
Phelan Petty, PLC Jonathan M. Petty 3315 West Broad Street Richmond, VA 23230	Berger Montague P.C. Glen L. Abramson 1818 Market Street, Suite 3600 Philadelphia, PA 19103
<b>Class Counsel's Toll-Free Number: 1-800-851-7783</b>	

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#### 11. How do I contact the Settlement Administrator?

The Settlement Administrator is Epiq. Epiq's phone number is 1-800-664-4267. Epiq's mailing address is:

*Halcom v. Genworth*  
Settlement Administrator  
P.O. Box 5749  
Portland, OR 97228-5749

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## 12. What other important information should I consider?

The Special Election Options described on this website require final approval by the Court and are subject to review and modification by individual state insurance regulators.

You should also consider the following additional information, which may impact the availability of Special Election Options under the settlement:

1. **If you currently have a long-term care policy with Genworth, you must continue to pay premiums (unless your premiums have been waived or your policy is in Fully Paid-Up Status) to keep your policy in force so that it is eligible for Special Election Options under the settlement.** Your premiums also remain subject to any rate increases that may be approved or otherwise permitted.
2. **Changes to your policy status or coverage (including Lapse or Termination) may impact whether or not you are in the proposed Class and/or whether Special Election Options will be available to you.**
  - a. If your policy lapses after the notice date, but is still in the period during which your policy can be automatically reinstated by paying any past-due premium, you will need to reinstate your policy by paying the past-due premium to exercise any rights and options under the settlement.
  - b. If, before you are sent a Special Election Letter, your policy lapses and is outside any period Genworth allows for the policy to be automatically reinstated with payment of past due premium, or terminates for any other reason, then you will be excluded from the Settlement Class and the Special Election Options will not be available to you.
  - c. If your policy Lapses after you have been sent a Special Election Letter and you do not pay past due-premiums within the time period allowed for automatic reinstatement or Terminates for any other reason, you will remain in the Class and release your claims, but you will no longer be eligible for the Special Election Options.
3. **If you reduce your coverage, including in response to a rate increase on your policy, your reduction in coverage may affect the Special Election Options that otherwise may become available to you under the settlement.** As a Policyholder, you have options to reduce your coverage that are separate from the Special Election Options that may become available to you under the settlement. For example, if there is a premium rate increase on your policy, you will have options for reducing your coverage. Those options will be different from any Special Election Options that may become available under the settlement and do not include the possibility of a cash damages payout. If you select an option to reduce your coverage separate from the Special Election Options that may be available under the settlement, you may eliminate or reduce the availability of any future Special Election Options or the value of any corresponding cash damages payments that may be available. Whether one of these options or any Special Election Option will best meet your needs will depend on your specific circumstances.

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# Halcom, et al. v. Genworth Life Insurance Company, et al.

United States District Court for the Eastern District of Virginia (Richmond Division)

Case No. 3:21-cv-00019-REP

## Important Documents

For additional information on the settlement, please select from the documents listed below.



[Notice](#)



[Class Action Complaint](#)



[Plaintiffs' Motion to Direct Notice of Proposed Settlement to the Class](#)



[Plaintiffs' Memo in Support of Motion to Direct Notice of Proposed Settlement to the Class](#)



[Declaration of Brian D. Penny in Support of Motion to Direct Notice of Proposed Settlement to the Class](#)



[Order Granting Preliminary Approval of Settlement and Directing Notice to Class](#)



[Settlement Agreement](#)



[Appendix A - Class Policies](#)



[Appendix C - Special Election Options](#)



[Appendix D - Special Election Letter](#)



[Motion for Attorneys' Fees](#)



[Memorandum in Support of Motion for Attorneys' Fees](#)



[Motion for Final Approval of Settlement](#)



[Memorandum in Support of Motion for Final Approval](#)



[Brian Penny Declaration in Support of Motions for Final Approval and Attorneys' Fees](#)

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# Halcom, et al. v. Genworth Life Insurance Company, et al.

United States District Court for the Eastern District of Virginia (Richmond Division)

Case No. 3:21-cv-00019-REP

## Contact

If you have any questions, you may contact the Settlement Administrator, toll-free at 1-800-664-4267, or you may call or Class Counsel at 1-800-851-7783. You should not contact the Court, Genworth, or Genworth's Counsel with questions about the Notice or the settlement, although you may contact Genworth, as usual, about your policy, benefits, or any election letter received.

Please ensure that you include your name and your return address on all correspondence.

### Write Us:

*Halcom v. Genworth*

Settlement Administrator

P.O. Box 5749

Portland, OR 97228-5749

### Call Class Counsel:

1-800-851-7783 (Toll-Free)

### Call the Settlement Administrator:

1-800-664-4267 (Toll-Free)

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# Attachment 2



**Exclusion Report - Halcom v. Genworth**

Number	Epiq ID	Policyholder Name
1	2296	LORNA J KANTER
2	3364	ELIZBETH SMITH
3	3607	JAMES ANTHONY SEATON
4	4303	RICHARD S NOAKES
5	6566	EMMA GENE SCHROEDER
6	7066	ROBERT R BLACKBURN
7	7225	BETTY H JOHNSON
8	7757	FRED P ARBEITMAN
9	7871	VERA SLY
10	8670	ELLEN CROWTHERS
11	10676	MARVA DENISE BRUNSMAN
12	11036	GEORGE F SMITH
13	13370	THOMAS L THOMASON
14	16557	SHIRLEY E JORDAN
15	16736	IDA R THOMASON
16	17743	PATRICIA HORTSMAN
17	18181	JOHN MC CULLOUGH and DEANNA
18	24446	DOROTHY M YORK
19	24960	ELIZABETH GERBER ALBRIGHT
20	29876	MARCELLA CARTER
21	31605	ELLEN BRISTOW
22	32167	MARY J PETTY
23	32373	ELTA V WHITNEY
24	34166	WALTER J FOLEK
25	35045	WILLIAM P CARPENTER
26	35594	FARROL J NUNAN
27	37135	TIMOTHY S LACKEY
28	39885	JANET F KOENIG
29	40167	CHERYL L. RUGH
30	41151	JOEL W GROW
31	41882	JOY WEIL
32	42401	MARTHA JANETTE CALLAHAN
33	42521	HELEN G LYNN
34	46554	GEORGIA JEFFERS
35	49508	MARTIN L BREMER & JANET K BREMER
36	50029	JULIET B LANDRUM
37	50440	ROBERT C SKEEN
38	56973	MARTIN BRISTOW
39	58787	JERRY C MAYNARD
40	58986	RALPH JEAN BARRAS



### Exclusion Report - Halcom v. Genworth

Number	Epiq ID	Policyholder Name
41	59269	CAROLYN DELL HUBBARD
42	59775	GEORGE S BATSON and JUDITH H
43	61301	WALTER D WILCOCK
44	62555	JUDITH M BAILEY
45	62591	FLOSSIE D FALBE
46	62601	ELAINE LEE KIMOS
47	64397	DARLENE C INOUYE
48	64756	ROBERT E JONES
49	67141	ELEANOR V. FOLEK
50	67820	CORRINE A WEBER
51	70801	NANCY L LACKEY
52	71266	PATRICIA J. VALIKONIS
53	71536	LOIS BENFIELD
54	72518	NANCY ANN MARTINEZ
55	72994	KAREN A TITTON & ROBERT R TITTON
56	73220	STUART E LAWRENCE
57	73439	ALENE E ALEXANDER
58	74638	FRANCES S WELDON
59	76330	JANET M MARHALL
60	76539	JOYCE PRATT
61	76919	LISA D LAWRENCE
62	76957	KAREN M HANSEN
63	77266	REBECCA T GROW
64	78492	BETTY H BAKER
65	89294	ROBERT JAMES ALBRIGHT
66	89878	OLIVE C AVILA
67	90787	RICK MILLAR
68	96326	HELEN SMIDT
69	100438	JANE H BEHREND
70	100664	AVA L MILOSEVICH
71	104075	BEATRICE DUTCHIN HARDIN
72	105655	NICK MILOSEVICH
73	108807	DONALD G KLEIN
74	110351	LOUIS E PARREIRA
75	111510	MERILYN M SMITH
76	112201	ALAN W LEVINE
77	112930	DONNA KNOEBEL
78	115101	LINDA A SABAU
79	116091	JOHN M. EAVES and MARY A
80	118863	MARLA C WARD



**Exclusion Report - Halcom v. Genworth**

Number	Epiq ID	Policyholder Name
81	123131	ANNETTE DEMPSEY
82	123937	BARBARA J MADDEN
83	124258	JAMES GRANT KIMOS
84	126642	SHARON R LAUER
85	126877	BARBARA GRIGAT
86	129096	ROBERT I SPEIGHT & JEANNE B SPEIGHT
87	131655	SUZANNE V BLACKBURN
88	134370	LYNNE A KLINE
89	134712	DIANE VAN PATTEN
90	136354	EARL W CALLAHAN
91	139953	SONJA WASKO
92	142756	CAROL OSBORN
93	143111	IRIS B ARBEITMAN
94	144192	LINDA SUE SEATON