

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
(Richmond Division)

JEROME SKOCHIN, SUSAN SKOCHIN and )	Civil Action No. 3:19-cv-00049-REP
LARRY HUBER, Individually and on Behalf )	
of All Others Similarly Situated, )	<u>CLASS ACTION</u>
)	
Plaintiffs, )	
)	
vs. )	
)	
GENWORTH LIFE INSURANCE )	
COMPANY and GENWORTH LIFE )	
INSURANCE COMPANY OF NEW YORK, )	
)	
Defendants. )	
)	

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**ORDER GRANTING PRELIMINARY APPROVAL OF  
SETTLEMENT AND DIRECTING NOTICE TO CLASS**

This matter is before the Court on Plaintiffs' Motion to Direct Notice of Proposed Settlement to the Class ("Motion"). ECF No. 91. Plaintiffs, individually and on behalf of the proposed settlement class, and Genworth Life Insurance Company and Genworth Life Insurance Company of New York (collectively, "Genworth") have entered into a Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement") to resolve the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record, and the briefs and oral argument in this matter, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.

2. The Court has jurisdiction over this litigation, Plaintiffs, Genworth, and any Party to any agreement that is part of or related to the Settlement Agreement.

#### **PRELIMINARY APPROVAL**

3. On December 20, 2019, Plaintiffs filed their Motion after the Parties entered into the Settlement Agreement, submitting to the Court, pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, the Parties' Settlement Agreement and appendices thereto, as well as declarations of Plaintiffs' counsel, the proposed Settlement Administrator, and the mediator in support of the Motion.

4. On January 15, 2020, the Court held the hearing on the Motion.

5. The Court has reviewed the terms of the proposed Settlement Agreement, the appendices thereto, Plaintiffs' Motion and Memorandum of Law in Support of the Motion, the declarations of Plaintiffs' counsel, the proposed Settlement Administrator, and the mediator.

6. Based on its review of these filings, the Court finds that the Settlement Agreement is the result of considerable, informed, arm's length negotiations conducted with an experienced

mediator, Rodney A. Max of Upchurch, Watson, White & Max Mediation Group, Inc., and further arms-length negotiation between Class Counsel and Genworth's counsel.

7. The Court further finds: (a) the terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Settlement Class and are fair, reasonable, and adequate; (b) the terms of the Settlement Agreement appear to be fair and reasonable; and (c) the terms of the Settlement Agreement provide an adequate opportunity for putative Settlement Class members to opt out of the Settlement and to file objections to it.

8. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein, and directs that Notice be sent to the Settlement Class in the form and manner prescribed in the Settlement Agreement and discussed herein.

#### **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

9. Pursuant to Fed. R. Civ. P. 23, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined as follows:

All Policyholders<sup>1</sup> of Class Policies,<sup>2</sup> excluding: (1) those Policyholders of Class Policies whose policies went into Non-Forfeiture Status<sup>3</sup> prior to January 1, 2014;

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<sup>1</sup> "Policyholder(s)" means the policy owner, except:

- a. where a single policy insures both a policy owner and another insured person, "Policyholder(s)" means both the policy owner and the other insured person jointly;
- b. where the Class Policy at issue is certificate 7035CRT, "Policyholder(s)" means the certificate holder.

<sup>2</sup> "Class Policies" means Genworth long-term care insurance policies, or, for group policies, certificate forms identified in Appendix A to the Settlement Agreement 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").

<sup>3</sup> Non-Forfeiture status means the exercise of a "Non-Forfeiture Option." Non-Forfeiture Options include benefits under an optional Non-forfeiture Benefit Rider, the Limited Benefits Upon Lapse

(2) those Policyholders of Class Policies that entered a Fully Paid-Up Status<sup>4</sup> at any time up to the date the Class Notice is mailed; (3) Genworth's current officers, directors, and employees as of the date Class Notice is mailed; and (4) Judge Robert E. Payne and his immediate family and staff.

10. The Court preliminarily finds that the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(a): (1) the Settlement Class is comprised of over 200,000 members in all 50 states and the District of Columbia; (2) there are questions of law or fact common to the Settlement Class; (3) the Named Plaintiffs' claims are typical of those of Settlement Class members; and (4) the Named Plaintiffs and their counsel will fairly and adequately protect, and have adequately protected, the interests of the Settlement Class.

11. The Court preliminarily finds that the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(b)(3): (1) the questions of law or fact common to the Settlement Class predominate over individual questions; and (2) class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

12. The Court hereby appoints Named Plaintiffs Jerome Skochin, Susan Skochin, and Larry Huber as Settlement Class representatives.

13. The Court hereby appoints Brian D. Penny of Goldman Scarlato & Penny, P.C., Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP, Jonathan M. Petty of Phelan Petty PLC, and Shanon J. Carson of Berger Montague PC as Class Counsel.

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Due to a Substantial Premium Increase (also called a Contingent Non-forfeiture Benefit), and the Optional Limited Benefit Endorsement.

<sup>4</sup> "Fully Paid-Up Status" means a status whereby a policy is continued in full force and effect and no more premiums are due. A policy in Fully Paid-Up Status does not include a policy that is in a Non-Forfeiture Status.

## NOTICE & ADMINISTRATION

14. The Court appoints Epiq Class Action & Claims Solutions, Inc. (“Epiq”) as the Settlement Administrator to fulfill the duties of Settlement administration set forth in the Settlement Agreement.

15. The Court approves the forms of the Class Notice and Publication Notice appended to the Settlement Agreement, and attached hereto as **Exhibits A** and **B**, respectively, and finds that the Class Notice and Publication Notice satisfy the requirements of due process and Fed. R. Civ. P. 23, and will provide the best notice practicable under the circumstances. The Class Notice and Publication Notice, as well as the plan for dissemination of the same, are reasonably calculated to apprise Settlement Class members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class members to object to the Settlement Agreement or to exclude themselves from the Settlement Class and the processes for doing so, and of the Final Approval Hearing.

16. The Court therefore approves the Class Notice and Publication Notice and directs the Parties and the Settlement Administrator to proceed with providing notice to Settlement Class members pursuant to the terms of the Settlement Agreement and this Order.

17. Under the terms of the Settlement Agreement, the Settlement Administrator shall disseminate the Class Notice no more than 30 calendar days after entry of the instant Order (“Notice Date”).

18. Under the terms of the Settlement Agreement, the Settlement Administrator shall also publish the Publication Notice. The Publication Notice shall be an eighth of a page in size and will be published for one business day in the national edition of *The New York Times*, the *Wall Street Journal*, and *USA Today*, no later than 40 days before the Final Approval Hearing.

19. The Court further approves the form of the Special Elections Letter to be mailed to Settlement Class members, subject to any necessary changes as a result of discussions with or input of state regulators, as well the administration and/or auditing procedures with respect to the same described in the Settlement Agreement.

#### **EXCLUSIONS AND OBJECTIONS**

20. Settlement Class members who wish to opt-out and exclude themselves from the Settlement Class may do so by notifying the Settlement Administrator in writing, postmarked no later than 60 calendar days after the mailing of Class Notice. Each request for exclusion must include: (1) the Settlement Class member(s)' name, (2) the Settlement Class member(s)' address, (3) if available, the Settlement Class member(s)' policy number, (4) a statement that the Settlement Class member(s) is/are "requesting exclusion" from the Settlement Agreement, (5) the name of the case and case number (*Skochin v. Genworth Life Ins. Co.*, Case No. 3:19-cv-00049-REP), and (6) the Settlement Class member(s)' signature. All Settlement Class members who do not opt out shall be bound by the terms of the Settlement.

21. Settlement Class members who wish to object to the Settlement Agreement may do so only by submitting a written objection to the Court with a copy to the Settlement Administrator in accordance with the procedures outlined in the Class Notice no later than 60 calendar days after the mailing of Class Notice.

22. Any Settlement Class member who does not timely submit a written objection in accordance with the procedures outlined in the Class Notice shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement and/or the Final Order and Judgment by appeal or other means.

### **FINAL APPROVAL HEARING**

23. The Court will hold a Final Approval Hearing on July 10, 2020 at 10:00 a.m. in Courtroom 7400 at The Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse of the Eastern District of Virginia, 701 East Broad Street, Richmond, VA 23219.

24. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement Agreement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) a final judgment should be entered; (d) Class Counsel's motion for an award of attorneys' fees and expenses should be granted; and (e) the Service Payments sought for Named Plaintiffs should be awarded.

25. The Court reserves the right to continue the date of the Final Approval hearing without further direct notice to Settlement Class members.

### **DEADLINES, INJUNCTIONS, AND TERMINATION**

26. All proceedings, deadlines, and discovery in this matter, except those necessary to implement this Order and the Settlement Agreement, are hereby stayed and suspended until further order of the Court.

27. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement, (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in any Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations, or documentation (including any briefs filed in support of preliminary or final approval of the Settlement Agreement) shall (i) be admissible into evidence for any purpose in any action or other proceeding other than as may be necessary to

enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Party including regarding the validity of any Released Claim or the propriety of certifying any class against Genworth, or (iii) be deemed an admission or concession by any Party including regarding the truth or falsity of any facts alleged in the Action or the availability or lack of availability of any defense to the Released Claims.

28. The dates of performance contained herein may be extended by order of the Court, for good cause shown, without further direct notice to the Settlement Class.



29.

**SUMMARY OF DEADLINES**

30. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

Event	Date/Deadline
Date for commencing the mailing of the Class Notice to Settlement Class members	April 14, 2020
Deadline for filing of papers in support of final approval of Settlement and Plaintiffs' counsel's application for attorneys' fees, expenses, and service awards	May 25, 2020
Deadline for requesting exclusion from the Class or filing objections	June 13, 2020
Deadline for filing reply brief(s) in support of final approval of Settlement and Class Counsel's application for an award of attorneys' fees, expenses, and Named Plaintiffs' service payments	June 26, 2020
Deadline for Publication Notice	June 1, 2020
Final Approval Hearing	July 10, 2020

**IT IS SO ORDERED.**

Dated: January 15, 2020

\_\_\_\_\_ /s/ REP  
 ROBERT E. PAYNE  
 UNITED STATES DISTRICT JUDGE

**EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

***Jerome Skochin, et al. v. Genworth Life Insurance Company, et al.***

United States District Court for the Eastern District of Virginia (Richmond Division),  
Case No. 3:19-cv-00049-REP

**TO: POLICYHOLDERS OF GENWORTH LIFE INSURANCE COMPANY (“GLIC”) AND GENWORTH LIFE INSURANCE COMPANY OF NEW YORK (“GLICNY”) (collectively GLIC and GLICNY are referred to as “Genworth”) LONG-TERM CARE INSURANCE POLICIES ON POLICY FORMS OR CERTIFICATES IDENTIFIED IN THE ATTACHED APPENDIX 1 (the “Class Policies”) IN FORCE ON OR AFTER JANUARY 1, 2012**

YOU ARE HEREBY NOTIFIED that a proposed settlement of the above-entitled class action lawsuit pending in the United States District Court of the Eastern District of Virginia (“the Class Action”) has been reached between the parties, and on January 15, 2020, the settlement was granted preliminary approval by the Court supervising the lawsuit.

THE PURPOSE OF THIS NOTICE is to describe the Class Action, to inform you of the proposed settlement terms, and to inform you of your rights and options in connection with the settlement. The settlement will resolve all claims in the above-entitled Class Action. A court hearing concerning the fairness of the Settlement (the “Final Approval Hearing”) will be held on July 10, 2020 at 10:00 AM at the following address: The Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, VA 23219, Richmond Court Room 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. BECAUSE YOUR RIGHTS MAY BE AFFECTED, IT IS EXTREMELY IMPORTANT THAT YOU READ THIS ENTIRE NOTICE CAREFULLY.

If you have any questions, you may contact Epiq (the “Settlement Administrator”) toll-free at 1 (833) 991-1532, or you may call Class Counsel at (800) 449-4900. You should not contact the Court, Genworth, or Genworth’s counsel with questions about this Notice or the settlement, although you may contact Genworth, as usual, about your policy, benefits, or any election letter received.

**A. DESCRIPTION OF THE CLASS ACTION**

On January 18, 2019, three individuals with GLIC Choice 1 long term care insurance policies, Jerome Skochin, Susan Skochin, and Larry Huber (“Named Plaintiffs”), filed a Class Action Complaint (“Complaint”) against GLIC (and another, now dismissed Genworth entity) in the United States District Court for the Eastern District of Virginia, alleging that GLIC intentionally

withheld material information from policyholders with respect to the full scope and magnitude of GLIC’s rate increase action plans and its reliance on policyholders paying increased rates to pay future claims. That Complaint was amended on April 29, 2019, September 20, 2019, and November 22, 2019. The Third Amended Complaint is against GLIC and GLICNY and alleges fraudulent inducement by omission and violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law on behalf of policyholders in all fifty states.

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 (including all complaints) and contends that neither Named Plaintiffs nor the putative class have been injured or are entitled to any relief.

The Court has not ruled on the merits of the claims or defenses.

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 a mediator. The parties have entered into a Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”), which the Court has preliminarily approved as fair and reasonable. The principal terms of the Settlement Agreement are summarized in this Notice. The full Settlement Agreement is on file with the Court and available at [www.LongTermCareInsuranceSettlement.com](http://www.LongTermCareInsuranceSettlement.com).

The attorneys for plaintiffs Jerome Skochin, Susan Skochin, and Larry Huber have been designated by the Court as “Class Counsel” to represent all Settlement Class members affected by the Settlement Agreement. Class Counsel believes that the Settlement Agreement summarized by this Notice is fair, reasonable, and adequate and in the best interests of the Settlement Class members. The following law firms are Class Counsel and represent the Settlement Class members:

<p>Goldman Scarlato &amp; Penny, P.C.</p> <p>Brian D. Penny 161 Washington Street Suite 1025 Conshohocken, PA 19428</p>	<p>Robbins Geller Rudman &amp; Dowd LLP</p> <p>Stuart A. Davidson 120 East Palmetto Park Road, Suite 500 Boca Raton, FL 33432</p>	<p>Berger Montague P.C.</p> <p>Glen L. Abramson 1818 Market Street, Suite 3600 Philadelphia, PA 19103</p>
<p>Phelan Petty, PLC Jonathan M. Petty 6641 West Broad Street, Suite 406 Richmond, VA 23230</p>		

The Settlement Administrator is Epiq. Epiq's phone number is 1 (833) 991-1532; and its mailing address is:

Skochin v. Genworth Settlement Administrator  
PO Box 4230  
Portland, OR 97208-4230.

## **B. SETTLEMENT CLASS MEMBERS**

The "Settlement Class" members for purposes of this settlement are defined as all policyholders of Class Policies excluding: (1) those policyholders of Class Policies whose policies went into Non-Forfeiture Status<sup>1</sup> prior to January 1, 2014; (2) policies that entered a Fully Paid-Up Status<sup>2</sup> at any time up to the date the Class Notice is mailed; (3) Genworth's current officers, directors, and employees as of the date class notice is mailed; and (4) Judge Robert E. Payne and his immediate family and staff.

## **C. YOUR OPTIONS**

As a Settlement Class member, you have several options and you should read this entire Notice carefully before acting.

### **OPTION #1: If you do not oppose the settlement of the lawsuit, then simply do nothing.**

You do not need to return your 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 approved by the Court, you will then be sent another correspondence with options to elect to receive benefits in the Settlement Agreement.

**OPTION #2: 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**

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<sup>1</sup> "Non-Forfeiture Status" means the exercise of a "Non-Forfeiture Option." Non-Forfeiture Options include benefits under an optional Non-Forfeiture Benefit Rider, the Limited Benefits Upon Lapse Due to a Substantial Premium Increase (also called a Contingent Non-Forfeiture Benefit), and the Optional Limited Benefit Endorsement.

<sup>2</sup> "Fully Paid-Up Status" means a status whereby a policy is continued in full force and effect and no more premiums are due. A policy in Fully Paid-Up Status does not include a policy that is in a Non-Forfeiture Status.

**you must notify the Settlement Administrator that you wish to exclude yourself from the Settlement Agreement and the Settlement 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 (*Skochin, et al. v. Genworth Life Insurance Company, et al.*, Case No. 3:19-cv-00049-REP), and (6) your signature.**

Opt-out letters can be mailed to the Settlement Administrator at the following mailing address:

Skochin v. Genworth Settlement Administrator  
PO Box 4230  
Portland, OR 97208-4230.

**The letter requesting exclusion must be postmarked no later than June 13, 2020. 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.**

**OPTION #3: If you want to remain in the Settlement Agreement and be bound by its terms, but you oppose any aspect of the Settlement Agreement, 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:**

Skochin v. Genworth Settlement Administrator  
PO Box 4230  
Portland, OR 97208-4230.

A written Objection must include: (1) your full name, (2) your current address, (3) if available, your long term care insurance policy number, (4) the name of the case and the case number (*Skochin et al. v. Genworth Life Insurance Company et al.*, Case No. 3:19-cv-00049-REP), (5) the basis or reason(s) for your objection(s), (6) your signature, and (7) 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 June 13, 2020. Any written Objection filed and/or mailed with a post-mark 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 from the Settlement Agreement. 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 Settlement 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.**

#### **D. SUMMARY OF PROPOSED SETTLEMENT TERMS**

This 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 D.2, 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 Settlement 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) Settlement Class members’ right to make an election of either (1) maintaining current benefits at existing filed rates (subject to the 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 Settlement 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 Settlement Class who does not timely and validly opt out of the Settlement Class, will fully and irrevocably waive and release GLIC and GLICNY (collectively “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 Settlement 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 Settlement Class member to his or her policy benefits prior to the final settlement date. Named Plaintiffs and Settlement 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 Class Notice only contains a summary of the actual benefits and release language contained in the Stipulation of Settlement, which is on file with the Court and available for your review, including on the settlement website described below. 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) \$2,000,000.00 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 Settlement Class, which shall be no less than

\$10,000,000.00 and no greater than \$24,500,000.00. None of the attorneys' fees will be deducted from payments made by Genworth to Settlement Class members.

Class Counsel will also file a request for an award of litigation expenses in this case. These expenses will be no more than \$75,000.00.

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 Class Notice 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 settlement website described below.

4. **Class Representative Service Payment:** Named Plaintiffs Jerome Skochin, Susan Skochin, and Larry Huber 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 \$25,000 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 Settlement Class members. None of the service payments approved by the Court will be deducted from payments made by Genworth to Settlement Class members.

#### **E. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Approval Hearing on the fairness and adequacy of the Settlement Agreement will be held on July 10, 2020, at 10:00 AM 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 Settlement Class members, so it is incumbent upon you to check the settlement website regarding the Final Approval Hearing date and time if you wish to attend.

#### **F. ADDITIONAL INFORMATION**

This Notice is only a summary of the Settlement Agreement. For the precise terms and conditions of the settlement, the complete Settlement Agreement, pleadings and documents on



file in this case, and other information about this settlement including important dates, PLEASE VISIT THE SETTLEMENT WEBSITE AT [www.LongTermCareInsuranceSettlement.com](http://www.LongTermCareInsuranceSettlement.com) OR CALL THE SETTLEMENT ADMINISTRATOR AT 1 (833) 991-1532.

**APPENDIX 1 TO CLASS NOTICE****CLASS POLICIES**

<b>COMPANY CODE</b>	<b>STATE</b>	<b>FORM</b>
31	AK	7035AP
31	AL	7035
31	AL (Group Certificate)	7035CRT
31	AR	7035M
31	AZ	7035V
31	CA	7035AX;
31	CA	7035AJ;7035AX
31	CA Partnership	7037A;7037C
31	CO	7035H
31	CO	7025S
31	CO	7025B
31	CT	7035AF
31	CT Partnership	7037
31	DC	7035
31	DE	7035A
31	FL	7035AC
31	GA	7035D
31	HI	7035AM
31	IA	7035R
31	ID	7035W
31	IL	7035C
31	IN	7035S
31	IN Partnership	7037B
31	KS	7035AQ
31	KY	7035B
31	LA	7035U
31	MA	7035AG
31	MD	7035AT
31	ME	7035Y
31	MI	7035
31	MN	7035AL
31	MO	7035AD
31	MS	7035N

31	MT	7035AK (2000 TQ)
31	NC	7035AR
31	ND	7035AU
31	NE	7035G
31	NH	7035Z
31	NJ	7035CRT
31	NM	7035AE
31	NV	7035P
40	NY	51010
40	NY Partnership	51011
31	OH	7035
31	OK	7035L
31	OR	7035AV
31	PA	7035AN
31	RI	7035
31	SC	7035K
31	SD	7035AB
31	TN	7035E
31	TX	7035AW
31	TX	7035F
31	UT	7035AS
31	VA	7035J
31	VT	7035AA
31	WA	7035T
31	WI	7035Q
31	WV	7035
31	WY	7035AH



## **EXHIBIT B**

### **PUBLICATION NOTICE**

#### **Genworth Long-Term Care Insurance Class Action**

Do you own a long-term care insurance policy issued by Genworth Life Insurance Company or Genworth Life Insurance Company of New York? If so, you may be part of a class action settlement. Genworth has agreed to settle a proposed class action involving certain long-term care policies, including Choice 1, Long Term Care Choice, PCS III, or PCS 3 policies.

In January 2019, three policyholders brought a lawsuit on behalf of a class alleging that Genworth should have included certain additional information in letters sent to 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. To learn more about the settlement (including whether you are a class member and how to be excluded from or object to the settlement), you may visit this website, [www. LongTermCareInsuranceSettlement.com](http://www.LongTermCareInsuranceSettlement.com), or call the Settlement Administrator at 1 (833) 991-1532.