

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

MARTIN SILVERSTEIN, on behalf of himself  
and all others similarly situated

Plaintiff,

v.

GENWORTH LIFE  
INSURANCE COMPANY,

Defendant.

Civil Action No. 3:23-cv-684

**DECLARATION OF GINA INTREPIDO-BOWDEN REGARDING SETTLEMENT  
ADMINISTRATION**

I, Gina Intrepido-Bowden, hereby declare as follows:

1. I am a Vice President at JND Legal Administration LLC (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and Counsel for the Plaintiff and Defendant (“Counsel”), and if called upon to do so, I could and would testify competently thereto.

2. JND is serving as the Settlement Administrator<sup>1</sup> in the above-captioned litigation (“Action”) for the purposes of administering the Joint Stipulation and Settlement Agreement (the “Agreement”) preliminarily approved by the Court in its Order Preliminarily Approving Class Action Settlement and Scheduling Final Approval Hearing (“Preliminary Approval Order”), dated October 11, 2024.

3. I previously submitted the Declaration Regarding Proposed Settlement Notice Program, dated September 13, 2024, and the Declaration Regarding Proof of Mailing Class Notice

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<sup>1</sup> Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Joint Stipulation and Settlement Agreement.

and Posting of Long Form Notice, dated November 1, 2024. I submit this Declaration at the request of Counsel to provide an update on the administration of the Settlement.

#### **DIRECT CLASS NOTICE MAILING**

4. On October 25, 2024, JND mailed the Court-approved short-form postcard notice (“Postcard Notice”) to the 4,475 Settlement Class Members. A representative copy of the Postcard Notice is attached hereto as **Exhibit A**.

5. As of December 11, 2024, of the total 4,475 Postcard Notices mailed, JND tracked 37 postcards that were returned to JND as undeliverable. Of these, six (6) postcards were forwarded to updated addresses provided by USPS. For the remaining undeliverable postcards, JND conducted advanced address searches and received updated address information for 17 Class Members. JND re-mailed the Postcard Notices to the 17 Class Members, and no re-mailed Postcard Notices were returned as undeliverable.

6. Overall, 4,461 (or 99.7%) of the Postcard Notices have successfully delivered.

#### **CASE WEBSITE**

7. On October 25, 2024, JND established a dedicated website for the Action ([www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com)), which hosts copies of important case documents (including, but not limited to, the long-form Class Notice (“Long Form Notice”), the Agreement, Class Action Complaint, Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, Preliminary Approval Order), provides answers to frequently asked questions, and includes contact information for the Settlement Administrator. It also provides important information about the Settlement deadlines and gives Settlement Class Members the opportunity to learn more about their options outlined in the Class Notice. A representative sample of the Long Form Notice displayed on the website is attached hereto as **Exhibit B**.

8. As of December 11, 2024, the website has tracked 317 unique users who registered 617 page views.

### **TOLL-FREE TELEPHONE LINE**

9. On October 25, 2024, JND activated a case-specific toll-free number, 1-877-930-2439, for Settlement Class Members to call to obtain information about the Settlement. The telephone line is available 24 hours a day, seven (7) days a week.

10. As of December 11, 2024, the toll-free number has received 31 calls.

### **REQUESTS FOR EXCLUSION**

11. The Long Form Notice informed Settlement Class Members who wanted to exclude themselves from the Settlement (“opt-out”) that they must do so by submitting an exclusion request letter to the Settlement Administrator, postmarked on or before December 10, 2024.

12. As of December 11, 2024, JND has not received any exclusion requests.

### **OBJECTIONS**

13. The Long Form Notice informed recipients that any Settlement Class Member who would like to object to the Settlement may do so by submitting their objection letter to Class Counsel and Genworth Life Insurance Company’s Counsel. The objection letter needed to be postmarked by December 10, 2024.

14. As of December 11, 2024, JND has not received any objections.

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

Executed on December 12, 2024, at Philadelphia, PA.

A handwritten signature in black ink, reading "Gina M. Intrepido-Bowden". The signature is written in a cursive, flowing style.

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Gina M. Intrepido-Bowden

# **EXHIBIT A**

LEGAL NOTICE

**If you own or owned a Gold or Gold II Universal Life Policy insured by Genworth Life Insurance Company, your rights and options may be affected by a class action settlement**

A proposed settlement has been reached in a class action lawsuit called *Silverstein v. Genworth Life Insurance Co.*, Case No. 3:23-cv-684 (E.D. Va.) (the “Settlement”). Records indicate you may be affected. This Notice summarizes your rights and options. More details are available at [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com).

**Silverstein v. Genworth Life Insurance Company**  
c/o JND Legal Administration  
P.O. Box 91350  
Seattle, WA 98111

«Barcode»

Postal Service: Please do not mark barcode

Unique ID: [JND Unique ID]

«Full\_Name»

«CF\_CARE\_OF\_NAME»

«CF\_ADDRESS\_1»

«CF\_ADDRESS\_2»

«CF\_CITY», «CF\_STATE» «CF\_ZIP»

«CF\_COUNTRY»

**What is this about?** The lawsuit alleges that Defendant Genworth Life Insurance Company (“GLIC”) breached its contracts with certain policy owners. In 2019, certain policy owners were issued letters announcing that their insurance policies would be subject to cost-of-insurance (“COI”) rate increases. Plaintiff asserts these increases violated the terms of the policy owners’ contracts, and resulted in damages for Plaintiff and members of the Class. GLIC denies Plaintiff’s claims and asserts multiple defenses, including that GLIC’s challenged actions are lawful, justified, and have not harmed Plaintiff or caused any damages. The Court has not decided who is right or wrong. Instead, both sides have agreed to a Settlement to avoid the risks, costs, and delays of further litigation.

**Who is affected?** The Settlement Class consists of all owners of Gold and Gold II universal life insurance policies issued, insured, or assumed by GLIC, or its predecessors or successors, whose COI Rate Scales were changed as a result of the 2019 COI Rate Adjustment. Excluded from the Settlement Class are Class Counsel and their employees; GLIC, its officers and directors and their immediate family members; the Court, the Court’s staff, and their immediate family members; the heirs, successors, or assigns of any of the foregoing; all Owners that submit a timely and valid exclusion request; and owners of Gold and Gold II policies that have terminated as a result of the death of the insured on or before June 30, 2024, where the 2019 COI Rate Adjustment did not result in an Incremental COI Deduction before the death of the insured.

**What does the Settlement provide?** A Settlement Fund of \$5.1 million will be established, but reduced proportionally if any Owners submit a timely and valid exclusion request (“Final Settlement Fund”). After payments for settlement administration, attorneys’ fees (not to exceed 33 1/3% of the Final Settlement Fund) and litigation expenses, and Plaintiff’s Incentive Award (up to \$25,000); the remaining amount will be distributed to Settlement Class Members in proportion to their share of the overall COI overcharges collected from the Settlement Class through June 30, 2024. No portion of the Settlement Fund will be returned to GLIC. In addition, GLIC agrees that COI rates on the Class Policies will not be increased above the current rate schedules implemented on December 1, 2019 until after October 25, 2029. GLIC also agrees that it will not take certain legal action or assert certain legal defenses challenging death claims for any Settlement Class Member as outlined in the Settlement Agreement available at [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com).

**What are my options?** You can do nothing, exclude yourself, or object to the Settlement.

**Do nothing.** You will be part of the Settlement Class and receive certain benefits from the Settlement. You will automatically receive a payment in the mail if you are entitled to one. You will be bound by the Settlement, and you will give up your right to sue or continue to sue GLIC for the claims in this case.

**Exclude yourself.** You will remove yourself from the Settlement Class. You will not receive a payment or any benefits from the Settlement. You will keep your right to sue or continue to sue GLIC at your own expense and with your own attorney for the claims in this case. Your exclusion request must include the case name (*Silverstein v. Genworth Life Insurance Co.*), a statement saying that you want to be excluded from the Settlement Class, your full name, address, telephone number, email address (if any), the policy number(s) to be excluded, and your signature. If you own multiple policies that are included in the Settlement Class, you may request to exclude some policies from the Settlement Class while participating in the Settlement Class with respect to other policies. Exclusion requests must be **postmarked by December 10, 2024**.

**Object.** If you do not exclude yourself from the Settlement Class, you may object or tell the Court what you do not like about the Settlement. Objections must be **filed and served by December 10, 2024**.

For more details about your rights and options and how to exclude yourself or object, go to [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com).

**What happens next?** The Court will hold a Fairness Hearing on January 3, 2025 at 2:00 p.m. ET at the Spotswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, VA 23219, to consider whether the Settlement is fair, reasonable, and adequate; and how much to pay and reimburse Class Counsel and the named Plaintiff. The Court has appointed Susman Godfrey L.L.P. as Class Counsel. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

**How can I get more information?** Go to [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com), call toll-free 1-877-930-2439, or write to Silverstein v. Genworth Life Insurance Company, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111.

Carefully separate this Address Change Form at the perforation

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Unique ID: [JND Unique ID]

**Address Change Form**

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.



Silverstein v. Genworth Life Insurance Company  
c/o JND Legal Administration  
P.O. Box 91350  
Seattle, WA 98111

# **EXHIBIT B**



UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

**If you own or owned a Gold or Gold II  
Universal Life Policy insured by Genworth Life  
Insurance Company that was subject to a COI rate  
change announced in 2019, your rights and options  
may be affected by a class action settlement**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A proposed settlement has been reached in a class action lawsuit called *Silverstein v. Genworth Life Insurance Co.*, Case No. 3:23-cv-684 (E.D. Va.) (the “Settlement”).
- Plaintiff alleges that Defendant Genworth Life Insurance Company (“GLIC”) breached its contracts with certain policy owners. In 2019, certain policy owners were issued letters announcing that their insurance policies would be subject to cost-of-insurance (“COI”) rate increases. Plaintiff asserts those COI rate increases violated the terms of the policy holders’ contracts, and that Plaintiff and members of the Class have been damaged as a result. GLIC denies Plaintiff’s claims and asserts multiple defenses, including that GLIC’s challenged actions are lawful, justified, and have not harmed Plaintiff or caused any damages.
- If the Court approves the Settlement, Settlement Class Members will be eligible to receive payment from a cash Settlement Fund of up to \$5.1 million, as further detailed in Question 10.
- In addition, GLIC agrees that COI rates on the Class Policies will not be increased above the current rate schedules implemented on December 1, 2019 until after October 25, 2029. GLIC also agrees that it will not take certain legal action or assert certain legal defenses challenging death claims for any Settlement Class Member as outlined in the Settlement Agreement available at [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com).
- You are entitled to be a Settlement Class Member if you own a Gold or Gold II universal life insurance policy issued, insured, or assumed by GLIC, or its predecessors or successors, whose COI Rate Scales were changed as a result of the 2019 COI Rate Adjustment. Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		
<b>Do Nothing</b>	<ul style="list-style-type: none"> <li>• Get certain benefits from the Settlement — Automatically receive a payment in the mail if you are entitled to one</li> <li>• Be bound by the Settlement</li> <li>• Give up your right to sue or continue to sue GLIC for the claims in this case</li> </ul>	
<b>Ask to be Excluded (“Opt Out”)</b>	<ul style="list-style-type: none"> <li>• Remove yourself from the Settlement Class</li> <li>• Get no benefits from the Settlement</li> <li>• Keep your right to sue or continue to sue GLIC, at your own expense, for the claims in this case</li> </ul>	Postmarked by <b>December 10, 2024</b>
<b>Object</b>	<ul style="list-style-type: none"> <li>• Tell the Court what you do not like about the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Class are not bound by the Settlement.</li> </ul>	Filed and served by <b>December 10, 2024</b>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, cancelled, or otherwise modified, so please check [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com) regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

You have a right to know about a proposed Settlement and your rights and options before the Court decides whether to approve the Settlement.

Judge David J. Novak of the United States District Court for the Eastern District of Virginia (the “Court”) is in charge of this case. The case is called *Silverstein v. Genworth Life Insurance Co.*, Case No. 3:23-cv-684 (E.D. Va.). The individual who sued is Plaintiff Martin Silverstein. The company he sued, GLIC, is called the Defendant.

### **2. What is this lawsuit about?**

The class action lawsuit alleges that GLIC breached its contracts with certain policy owners. In 2019, policy owners were issued letters announcing that their insurance policies would be subject to COI rate increases. Plaintiff asserts those COI rate increases violated the terms of the policy holders’ contracts, and that Plaintiff and members of the Class have been damaged as a result. GLIC denies Plaintiff’s claims; however, both sides have agreed to the Settlement to avoid the risks, costs, and delays of further litigation, including an appeal, so that people affected will get a chance to receive compensation.

### **3. Which life insurance policies are affected by the lawsuit?**

The Settlement Class consists of all owners of Gold and Gold II universal life insurance policies issued, insured, or assumed by GLIC, or its predecessors or successors, whose COI Rate Scales were changed as a result of the 2019 COI Rate Adjustment. Excluded from the Settlement Class are (i) Class Counsel and their employees; GLIC, its officers and directors and their immediate family members; the Court, the Court’s staff, and their immediate family members; and the heirs, successors, or assigns of any of the foregoing; and (ii) all Owners that submit a timely and valid written request to be excluded from the Settlement Class. Also excluded from the Class are owners of Gold and Gold II policies that have terminated as a result of the death of the insured on or before June 30, 2024, where the 2019 COI Rate Adjustment did not result in an Incremental COI Deduction before the death of the insured.

### **4. What is a class action and who is involved?**

In a class action, a person(s) or entity(ies) called a “Class Representative(s)” sues on behalf of all individuals who have a similar claim. Here, Plaintiff Martin Silverstein represents other eligible Gold and Gold II policy owners and together they are called the “Class” or “Class Members.” Bringing a case, such as this one, as a class action allows resolution of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who validly exclude themselves from the class.

### **5. Why is this lawsuit a class action?**

In the Court’s Order Preliminarily Approving Class Action Settlement, the Court decided that the Settlement of the breach of contract claim against GLIC in this lawsuit can proceed as a class action because, at that point of the lawsuit, it met the requirements of Rule 23 of the Federal Rules of Civil Procedure, which governs class actions in federal court. The Court found that:

- There are numerous Class Members whose interests will be affected by this lawsuit;
- There are legal questions and facts that are common to each of them;
- The Class Representative’s claims are typical of the claims of the rest of the Class;
- The Class Representative and the lawyer representing the Class will fairly and adequately represent the interests of the Class;

- A class action would be a fair, efficient and superior way to resolve this lawsuit;
- The common legal questions and facts predominate over questions that affect only individual Class Members; and
- The Class is ascertainable because it is defined by identifiable objective criteria.

In certifying the Settlement Class, the Court appointed Susman Godfrey L.L.P. as Class Counsel. For more information, visit the Important Documents page at [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com).

## **6. Why is there a Settlement?**

GLIC denies any and all liability or wrongdoing of any sort with regard to the 2019 COI Rate Adjustment. Instead, the parties, with the assistance of Magistrate Judge Mark R. Colombell of the United States District Court for the Eastern District of Virginia, have agreed to the Settlement. The parties want to avoid the risks, costs, and delays of further litigation. The Court has not decided in favor of the Plaintiff or the Defendant. Plaintiff and Class Counsel think the Settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

### **THE SETTLEMENT CLASS**

## **7. Am I part of the Settlement Class?**

The Settlement Class consists of all owners of Gold and Gold II universal life insurance policies issued, insured, or assumed by GLIC, or its predecessors or successors, whose COI Rate Scales were changed as a result of the 2019 COI Rate Adjustment. See Questions 3 and 8 for more information.

## **8. Are there exceptions to being included?**

Yes. Excluded from the Settlement Class are (i) Class Counsel and their employees; GLIC, its officers and directors and their immediate family members; the Court, the Court's staff, and their immediate family members; and the heirs, successors, or assigns of any of the foregoing; and (ii) all Owners that submit a timely and valid written request to be excluded from the Settlement Class. Also excluded from the Class are owners of Gold and Gold II policies that have terminated as a result of the death of the insured on or before June 30, 2024, where the 2019 COI Rate Adjustment did not result in an Incremental COI Deduction before the death of the insured.

In addition, policy owners have an opportunity to request exclusion from the Settlement, as described below. Policy owners that timely and validly request exclusion will not be part of the Settlement Class and will not be entitled to any of its benefits.

If an individual or entity is the Owner of both a Class Opt-Out and a policy in the Settlement Class, the Owner is included in the Settlement Class with respect to the policy in the Settlement Class but not with respect to any Class Opt-Outs. If an Owner (such as a securities intermediary or trustee) owns multiple policies on behalf of different principals, that Owner may stay in or opt-out of the Settlement Class separately for each policy.

## **9. What if I am still not sure if I am included?**

If you are still not sure whether you are a Settlement Class Member, please visit [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com), call the Settlement Administrator toll-free at 1-877-930-2439, or write to: Silverstein v. Genworth Life Insurance Company Settlement Administrator, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111.

## **WHAT SETTLEMENT CLASS MEMBERS GET**

### **10. What does the Settlement provide?**

A Settlement Fund of \$5.1 million will be established for Settlement Class Members. The Settlement Fund will be reduced proportionally if there are any opt outs from the Settlement Class. After payment of the cost to administer the Settlement Fund as well as attorneys' fees and expenses and the payments to the Class Representative (*see* Question 18 below), the Settlement Administrator will distribute the remaining amounts to Settlement Class Members in proportion to their share of the overall COI overcharges collected from the Settlement Class through June 30, 2024. No portion of the Settlement Fund will be returned to GLIC.

GLIC has also agreed not to:

- Raise COI rates on policies covered by the Settlement until after October 25, 2029.
- Cancel, void, rescind, or deny a death claim submitted under the Settlement Class Members' policies or contest the validity of a policy based on:
  - An alleged lack of valid insurable interest under any applicable law or equitable principles; or
  - Any misrepresentation allegedly made on or related to the application for, or otherwise made in applying for the policy.

More details are in a document called the Settlement Agreement, which is available at [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com).

### **11. What am I giving up by staying in the Settlement?**

If you are a Settlement Class Member, unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against GLIC about the facts that arise from the same factual predicate of the claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement. They describe the legal claims that you give up if you stay in the Settlement. The Settlement Agreement is available at [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com).

## **HOW TO GET A PAYMENT**

### **12. How can I get a payment?**

You will automatically receive a payment in the mail if you are entitled to one. No claims need to be filed.

### **13. When will I get my payment?**

Payments will be mailed to Settlement Class Members after the Court grants "final approval" of the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from the Settlement or you want to keep the right to sue or continue to sue GLIC on your own about the claims released in the Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlement.

**14. How do I ask to be excluded?**

To exclude yourself (or “opt-out”) of the Settlement, you must complete and mail the Settlement Administrator a written request for exclusion. The exclusion request must include the following:

- Your full name, address, telephone number, and email address (if any);
- A statement says that you want to be excluded from the Settlement Class;
- The case name (Silverstein v. Genworth Life Insurance Co.);
- The policy number(s) to be excluded; and
- Your signature (or a valid power of attorney signature).

You must mail your exclusion request **postmarked by December 10, 2024** to:

Silverstein v. Genworth Life Insurance Company  
c/o JND Legal Administration  
P.O. Box 91350  
Seattle, WA 98111

If you own multiple policies that are included in the Settlement Class, you may request to exclude some policies from the Settlement Class while participating in the Settlement Class with respect to other policies.

**IF YOU DO NOT EXCLUDE YOURSELF BY DECEMBER 10, 2024, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.**

**15. If I don’t exclude myself, can I sue GLIC for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue GLIC for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered in the Action relating to the Settlement.

**16. If I exclude myself, can I still get a Settlement payment?**

No. You will not get any money from the Settlement if you exclude yourself.

**THE LAWYER REPRESENTING YOU**

**17. Do I have a lawyer in this case?**

Yes. The Court has appointed the following lawyers as “Class Counsel.”

**Steven G. Sklaver**  
**Glenn C. Bridgman**  
**Nicholas N. Spear**  
SUSMAN GODFREY L.L.P.  
1900 Avenue of the Stars, Suite 1400  
Los Angeles, CA 90067  
Tel: 310-789-3100  
Fax: 310-789-3150  
ssklaver@susmangodfrey.com  
gbridgman@susmangodfrey.com  
nspear@susmangodfrey.com

**Seth Ard**  
**Ryan Kirkpatrick**  
**Zachary B. Savage**  
**William J. Melsheimer**  
SUSMAN GODFREY L.L.P.  
1301 Avenue of the Americas, 32nd Floor  
New York, NY 10019  
Tel: 212-336-8330  
Fax: 212-336-8340  
sard@susmangodfrey.com  
rkirkpatrick@susmangodfrey.com  
zsavage@susmangodfrey.com  
jmelsheimer@susmangodfrey.com

**18. How will the lawyer be paid?**

The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel will file a motion seeking an award for attorneys' fees not to exceed 33 1/3% of the Final Settlement Fund, which equals the amount of the Settlement Fund after any reduction in the amount of the Settlement Fund due to any opt-outs from the Settlement Class. For example, if no one opts out from the Settlement Class, then the Final Settlement Fund will equal the entire \$5.1 million, and Class Counsel will file a motion seeking an award from attorneys' fees that will not exceed \$1,699,999, which is 33 1/3% of the Final Settlement Fund in this example. If there are opt-outs from the Settlement Class, then the Final Settlement Fund will be reduced on a pro-rata basis, and Class Counsel will seek an award of attorneys' fees from that reduced amount that will also not exceed 33 1/3% of the Final Settlement Fund. For example, if the Final Settlement Fund is reduced to \$4 million as a result of opt-outs, Class Counsel will seek an award for attorneys' fees not to exceed \$1,333,333, which is 33 1/3% of the Final Settlement Fund in this example. In addition to seeking an award for attorneys' fees, Class Counsel will seek reimbursement for expenses incurred or to be incurred in connection with the Settlement, as well as an Incentive Award up to \$25,000 for Plaintiff (Martin Silverstein) for his service as the representative on behalf of the Settlement Class, to be paid from the Final Settlement Fund. You will not be responsible for direct payment of any of these fees, expenses, or awards.

**19. Should I get my own lawyer?**

If you stay in the Settlement Class, you do not need to hire your own lawyer to pursue the claims against GLIC because Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

**OBJECTING TO THE SETTLEMENT****20. How can I tell the Court if I do not like the Settlement?**

Any Settlement Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Settlement Class Members who wish to object to any term of the Settlement must do so, in writing, by filing a written objection with the Court, and serving copies on Class Counsel and Counsel for Defendant. The written objection must include:

- Your full name, address, telephone number, and email address (if any);
- The policy number(s);
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A statement of whether you intend to appear at the Fairness Hearing; and
- Your or your counsel's signature.

If you intend to appear at the Fairness Hearing through counsel, the written objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Your objection, along with any supporting material you wish to submit, must be filed with the Office of the Court, with a copy served on Class Counsel and Counsel for Defendant by **December 10, 2024** at the following addresses:



<b>Clerk of the Court</b>	
Spottswood W. Robinson III and Robert R. Merhige Jr. Federal Courthouse Office of the Clerk 701 East Broad Street Richmond, VA 23219	
<b>Class Counsel</b>	<b>Counsel for Defendant</b>
Steven G. Sklaver SUSMAN GODFREY LLP 1900 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067-6029	Patrick J. Gennardo ALSTON & BIRD LLP 90 Park Avenue, 15th Floor New York, NY 10016-1387

**21. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Class are not bound by the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

**THE COURT'S FAIRNESS HEARING**

**22. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on January 3, 2025 at 2:00 p.m. ET at the Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, VA 23219. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay and reimburse Class Counsel and any Incentive Award payment to Plaintiff. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**23. Do I have to come to the hearing?**

No. But you or your own lawyer may attend at your expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

**24. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must state your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear on your behalf. Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendant's Counsel no later than December 10, 2024.

**IF YOU DO NOTHING**

**25. What happens if I do nothing at all?**

Those who are eligible to receive a payment from the Settlement do not need to do anything to receive payment; you will automatically receive a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against GLIC about the legal issues that arise from the same factual predicate of this case, ever again.

**GETTING MORE INFORMATION**

**26. How can I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at [www.GenworthLifeCOISettlement.com](http://www.GenworthLifeCOISettlement.com). You can also call the Settlement Administrator toll-free at 1-877-930-2439, or write to:

Silverstein v. Genworth Life Insurance Company  
c/o JND Legal Administration  
P.O. Box 91350  
Seattle, WA 98111

**PLEASE DO NOT CONTACT THE COURT**