

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 & Annuity 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 *Brighton Trustees LLC, as Trustee v. Genworth Life & Annuity Insurance Co.*, Case No. 3:20-cv-240-DJN (E.D. Va.) (the “Settlement”).
- Plaintiffs allege that Defendant Genworth Life & Annuity Insurance Company (“GLAIC”) breached its contracts with certain policy owners. Starting in September 2019, certain policy owners were issued letters announcing that their insurance policies would be subject to cost of insurance (“COI”) rate increases. Plaintiffs assert those COI rate increases violated the terms of the policy holders’ contracts, and that Plaintiffs and members of the Class have been damaged as a result. GLAIC denies Plaintiffs’ claims and asserts multiple defenses, including that GLAIC’s challenged actions are lawful, justified, and have not harmed Plaintiffs 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 \$25 million, as further detailed in Question 10.
- In addition, for the seven years following Final Approval of the Settlement, GLAIC agrees that COI rates on the Class Policies will not be increased above the current rate schedules implemented on December 1, 2019. GLAIC 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.GenworthCOISettlement.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 GLAIC, 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.***

YOUR LEGAL RIGHTS AND OPTIONS

Do Nothing	<ul style="list-style-type: none"> • Get certain benefits from the Settlement — Automatically receive a payment in the mail if you are entitled to one • Be bound by the Settlement • Give up your right to sue or continue to sue GLAIC for the claims in this case 	
Ask to be Excluded (“Opt Out”)	<ul style="list-style-type: none"> • Remove yourself from the Settlement Class • Get no benefits from the Settlement • Keep your right to sue or continue to sue GLAIC, at your own expense, for the claims in this case 	Postmarked by August 1, 2022
Object	<ul style="list-style-type: none"> • 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. 	Filed and served by August 1, 2022

- 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.GenworthCOISettlement.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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....PAGE 4

- 1. Why was this Notice issued?
- 2. What is this lawsuit about?
- 3. Which life insurance policies are affected by the lawsuit?
- 4. What is a class action and who is involved?
- 5. Why is this lawsuit a class action?
- 6. Why is there a Settlement?

THE SETTLEMENT CLASS.....PAGE 5

- 7. Am I part of the Settlement Class?
- 8. Are there exceptions to being included?
- 9. What if I am still not sure if I am included?

WHAT SETTLEMENT CLASS MEMBERS GETPAGE 6

- 10. What does the Settlement provide?
- 11. What am I giving up by staying in the Settlement?

HOW TO GET A PAYMENTPAGE 7

- 12. How can I get a payment?
- 13. When will I get my payment?

EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 7

- 14. How do I ask to be excluded?
- 15. If I don't exclude myself, can I sue GLAIC for the same thing later?
- 16. If I exclude myself, can I still get a Settlement payment?

THE LAWYERS REPRESENTING YOUPAGE 8

- 17. Do I have a lawyer in this case?
- 18. How will the lawyers be paid?
- 19. Should I get my own lawyer?

OBJECTING TO THE SETTLEMENTPAGE 9

- 20. How can I tell the Court if I do not like the Settlement?
- 21. What is the difference between objecting and excluding?

THE COURT'S FAIRNESS HEARINGPAGE 11

- 22. When and where will the Court decide whether to approve the Settlement?
- 23. Do I have to come to the hearing?
- 24. May I speak at the hearing?

IF YOU DO NOTHINGPAGE 11

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

GETTING MORE INFORMATION.....PAGE 12

- 26. How can I get more information?

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 *Brighton Trustees LLC, as Trustee et al. v. Genworth Life & Annuity Insurance Co.*, Case No. 3:20-cv-240-DJN (E.D. Va.). The individuals who sued are Plaintiffs Brighton Trustees, LLC, on behalf of and as trustee for Diamond LS Trust; Bank of Utah, solely as securities intermediary for Diamond LS Trust; and Ronald L. Daubenmier. The company they sued, GLAIC, is called the Defendant.

2. What is this lawsuit about?

The class action lawsuit alleges that GLAIC breached its contracts with certain policy owners. Starting September 2019, policy owners were issued letters announcing that their insurance policies would be subject to COI rate increases. Plaintiffs assert those COI rate increases violated the terms of the policy holders’ contracts, and that Plaintiffs and members of the Class have been damaged as a result. GLAIC denies Plaintiffs’ 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 GLAIC, 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; GLAIC, 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 March 31, 2022, where the 2019 COI Rate Adjustment did not result in an Incremental COI Deduction before the death of the insured. For purposes of clarification only, the Settlement Class also does not include any policies issued or insured by Genworth Life Insurance Company or its predecessors or successors.

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, Plaintiffs Brighton Trustees, LLC, on behalf of and as trustee for Diamond LS Trust; Bank of Utah, solely as securities intermediary for Diamond LS Trust; and Ronald L. Daubenmier represent 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

Questions? Call 1-877-379-5991 or visit www.GenworthCOISettlement.com

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 GLAIC 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 Representatives' claims are typical of the claims of the rest of the Class;
- The Class Representatives and the lawyers 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 LLP as Class Counsel. For more information, visit the Important Documents page at www.GenworthCOISettlement.com.

6. Why is there a Settlement?

GLAIC 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 an experienced mediator, Rodney Max, Esq. of Upchurch Watson White & Max, 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 Plaintiffs or the Defendant. Plaintiffs 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 GLAIC, 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; GLAIC, 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 March 31, 2022, where the 2019 COI Rate Adjustment did not result in an Incremental COI Deduction before the death of the insured. For purposes of clarification only, the Settlement Class also does not include any policies issued or insured by Genworth Life Insurance Company or its predecessors or successors.

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.GenworthCOISettlement.com, call the Settlement Administrator toll-free at 1-877-379-5991, or write to: Genworth COI Life Insurance Settlement Administrator, c/o JND Legal Administration, P.O. Box 91452, Seattle, WA 98111.

WHAT SETTLEMENT CLASS MEMBERS GET

10. What does the Settlement provide?

A Settlement Fund of \$25 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 Representatives (*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 March 2022. No portion of the Settlement Fund will be returned to GLAIC.

GLAIC has also agreed not to:

- Raise COI rates on policies covered by the Settlement for a period of seven years.
- 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.GenworthCOISettlement.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 GLAIC 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.GenworthCOISettlement.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 GLAIC 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 (Brighton Trustees LLC v. Genworth Life and Annuity Insurance Co.)
- The policy number(s) to be excluded; and
- Your signature.

You must mail your exclusion request **postmarked by August 1, 2022** to:

Genworth COI Life Insurance Settlement Administrator
c/o JND Legal Administration
P.O. Box 91452
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 AUGUST 1, 2022, 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 GLAIC for the same thing later?

No. Unless you exclude yourself, you give up any right to sue GLAIC 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 LAWYERS 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
Lora J. Krsulich
SUSMAN GODFREY LLP
1900 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067-6029
ssklaver@susmangodfrey.com
lkrsulich@susmangodfrey.com
Telephone: 310-789-3100

Seth Ard
Ryan Kirkpatrick
SUSMAN GODFREY LLP
1301 Avenue of the Americas, 32nd Floor
New York, NY 10019-6023
sard@susmangodfrey.com
rkirkpatrick@susmangodfrey.com
Telephone: 212-336-8330

Jonathan J. Ross
SUSMAN GODFREY LLP
1000 Louisiana Street, Suite 5100
Houston, TX 77002
jross@susmangodfrey.com
Telephone: 713-653-7813

18. How will the lawyers 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 \$25 million, and Class Counsel will file a motion seeking an award from attorneys' fees that will not exceed \$8,333,333, 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 \$21 million as a result of opt-outs, Class Counsel will seek an award for attorneys' fees not to exceed \$7,000,000, 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 each of the three Plaintiffs for their service as the representatives 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 GLAIC 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 **August 1, 2022** at the following addresses:

Clerk of the Court	Counsel for Defendant
<p>Spottswood W. Robinson III and Robert R. Merhige Jr. Federal Courthouse Office of the Clerk 701 East Broad Street Richmond, VA 23219</p>	<p>Patrick J. Gennardo ALSTON & BIRD LLP 90 Park Avenue, 15th Floor New York, NY 10016-1387</p> <p>William H. Higgins ALSTON & BIRD LLP Bank of America Plaza, Suite 4000 101 South Tryon Street Charlotte, NC 28280-4000</p>
Class Counsel	
<p>Steven G. Sklaver Lora J. Krsulich SUSMAN GODFREY LLP 1900 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067-6029</p> <p>Seth Ard Ryan Kirkpatrick SUSMAN GODFREY LLP 1301 Avenue of the Americas, 32nd Floor New York, NY 10019-6023</p> <p>Jonathan J. Ross SUSMAN GODFREY LLP 1000 Louisiana Street, Suite 5100 Houston, TX 77002</p>	<p>Andy Tuck One Atlantic Center 1201 West Peachtree Street, Suite 4900 Atlanta, GA 30309-3424</p> <p>Thomas A. Evans ALSTON & BIRD LLP 560 Mission St., Suite 2100 San Francisco, CA 94105</p> <p>Kathy J. Huang (<i>pro hac vice</i>) ALSTON & BIRD LLP 335 S. Hope Street, Suite 1600 Los Angeles, CA 90071</p> <p>Brian E. Pumphrey (VSB No. 47312) Liz Tyler (VSB No. 91138) McGuireWoods LLP Gateway Plaza 800 East Canal Street Richmond, VA 23219-3916</p>

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 October 17, 2022 at 3:00 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 Plaintiffs. 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 August 1, 2022.

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 GLAIC 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.GenworthCOISettlement.com. You can also call the Settlement Administrator toll-free at 1-877-379-5991, or write to:

Genworth COI Life Insurance Settlement Administrator
c/o JND Legal Administration
P.O. Box 91452
Seattle, WA 98111

PLEASE DO NOT CONTACT THE COURT