

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

IN RE GENWORTH FINANCIAL, INC.  
SECURITIES LITIGATION

Civ. A. No. 3:14-cv-00682-JAG

Hon. John A. Gibney, Jr.

**NOTICE OF (I) PENDENCY OF CLASS ACTION, PROVISIONAL CERTIFICATION  
OF SETTLEMENT CLASS, AND PROPOSED SETTLEMENT; (II) SETTLEMENT FAIRNESS  
HEARING; AND (III) MOTION FOR AN AWARD OF  
ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

***A Federal Court authorized this Notice. This is not a solicitation from a lawyer.***

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the Eastern District of Virginia (the “Court”), if, during the period between October 30, 2013, and November 5, 2014 (the “Settlement Class Period”), you purchased or otherwise acquired any of the publicly traded Genworth Securities, and were allegedly damaged thereby. “Genworth Securities” includes Genworth common stock (CUSIP No. 37247D106) and the following Genworth Bonds: Fixed Senior Unsecured Notes due 5/22/2018; Fixed Senior Unsecured Notes due 6/15/2020; Fixed Senior Unsecured Notes due 2/15/2021; Fixed Senior Unsecured Notes due 9/24/2021; Fixed Senior Unsecured Notes due 8/15/2023; Fixed Senior Unsecured Notes due 2/15/2024; Fixed Senior Unsecured Notes due 6/15/2034; and Variable Junior Subordinated Notes due 11/15/2066.<sup>1</sup>

**NOTICE OF SETTLEMENT:** Please also be advised that the Court-appointed Lead Plaintiffs, Her Majesty the Queen in Right of Alberta (“Alberta”) and Fresno County Employees’ Retirement Association (“Fresno”) (“Lead Plaintiffs”), on behalf of themselves and the Settlement Class (as defined in paragraph 25 below), have reached a proposed settlement of the Action for \$219 million USD in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.**

**If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact Genworth, any other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see paragraphs 6 and 65 below).**

1. **Description of the Action and the Settlement Class:** This Notice provides information about a proposed settlement in a securities class action that may affect you. In this case, investors of Genworth Financial, Inc. (“Genworth”) sued Genworth and some of its senior officials for making false and misleading statements about the strength of Genworth’s long-term care insurance business. This proposed settlement, if approved by the Court, applies to thousands of Genworth stockholders. Further information on who is a part of the Settlement Class is in paragraph 25 below. All of the defendants deny the claims made in the lawsuit.

This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendants Genworth Financial, Inc., Thomas J. McInerney, and Martin P. Klein (collectively, the “Defendants”) violated the federal securities laws by making false and misleading statements about Genworth’s long-term care (“LTC”) insurance business and reserves related thereto. A more detailed description of the Action is set forth in paragraphs 11-24 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in paragraph 25 below. Defendants have denied and continue to deny, among other things, that Lead Plaintiffs and Settlement Class Members have suffered any damages alleged in the Complaint; that the price of Genworth Securities was artificially inflated by reason of any alleged misrepresentations,

<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement (the “Stipulation”), which is available at [www.GenworthSecuritiesSettlement.com](http://www.GenworthSecuritiesSettlement.com).

omissions, or otherwise; that Defendants acted fraudulently or wrongfully in any way; that Defendants made any alleged material misrepresentation or omission; or that the alleged harm suffered by Lead Plaintiffs and other Settlement Class Members, if any, was causally linked to any alleged misrepresentations or omissions. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the action.

2. **Statement of the Settlement Class's Recovery:** The Defendants and Lead Plaintiffs, the parties that brought the suit, have agreed to a \$219 million Settlement on behalf of all members of the Settlement Class. If the Court approves the \$219 million Settlement, the Settlement minus costs, expenses, and attorneys' fees will be distributed to class members who submit valid claims. Each class member's share of the Settlement Amount will depend on a calculation described in the Plan of Allocation, attached to this Notice as the Appendix.

Subject to Court approval, Lead Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle the Action in exchange for a settlement payment of \$219 million in cash (the "Settlement Amount") that has been or will be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys' fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the "Plan of Allocation") is attached to this Notice as the Appendix.

3. **Estimate of Average Amount of Recovery Per Share or Bond:** The Lead Plaintiffs hired an expert to provide an estimate of the amount of recovery per share or eligible \$1000 in par value of Genworth Bonds that may be obtained from the proposed settlement. The expert's analysis does not account for any expenses and fees that will be paid out of the Settlement Amount. As explained below, the expert estimates that the average recovery per eligible share of Genworth common stock is \$0.71 and is \$21.42 per eligible \$1,000 in par value of Genworth Bonds. These amounts are simply an estimate, and the actual amount that a class member can receive will depend on a number of factors including the size of the class, which Genworth Securities they purchased, and when they purchased and sold their Genworth Securities.

Based on Lead Plaintiffs' damages expert's estimates of the number of Genworth Securities purchased during the Settlement Class Period that may have been affected by the conduct at issue in the Action and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) per eligible share of Genworth common stock is \$0.71, and per eligible \$1,000 in par value of Genworth Bonds is \$21.42. Settlement Class Members should note, however, that the foregoing average recovery per share or bond is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, which Genworth Securities they purchased, when and at what prices they purchased/acquired or sold their Genworth Securities, and the total number of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation attached to this Notice as the Appendix or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share or Bond:** The Parties do not agree on the average amount of damages per share or Bond that would be recoverable if Lead Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.

5. **Attorneys' Fees and Expenses Sought:** Court-appointed Lead Counsel, Bernstein Litowitz Berger & Grossmann LLP and Bleichmar Fonti & Auld LLP ("Lead Counsel"), which have been prosecuting the Action on a wholly contingent basis since its inception in 2014, have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 29% of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred on behalf of Plaintiffs' Counsel in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$4.5 million, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Settlement Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Estimates of the average cost per affected share or Bond of Genworth Securities, if the Court approves Lead Counsel's fee and expense application, is \$0.22 per eligible share of Genworth common stock and \$6.65 per eligible \$1,000 in par value of Genworth Bonds.

6. **Identification of Attorneys' Representatives:** Lead Plaintiffs and the Settlement Class are represented by Lead Counsel David R. Stickney, Esq. of Bernstein Litowitz Berger & Grossmann LLP, 12481 High Bluff Drive, Suite 300, San Diego, CA 92130, (866) 648-2524, blbg@blbglaw.com, and Joseph A. Fonti, Esq. of Bleichmar Fonti & Auld LLP, 7 Times Square, 27<sup>th</sup> Floor, New York, NY 10036, (888) 879-9418, jfonti@bfalaw.com, and Local Counsel Susan R. Podolsky, Esq. of Law Offices of Susan R. Podolsky, 1800 Diagonal Road, Suite 600, Alexandria, VA 22314.

7. **Reasons for the Settlement:** Lead Plaintiffs' principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery, or no recovery at all, might be achieved after additional contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could last one or more additional years. Defendants have stated that they deny all allegations of wrongdoing or liability whatsoever and are entering into the Settlement solely to eliminate the burden, risk and expense of further protracted litigation.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN AUGUST 22, 2016.</b>	This is the only way to be potentially eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in paragraph 35 below) that you have against Defendants and the other Defendants' Releasees (defined in paragraph 36 below), so it is in your interest to submit a Claim Form.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN JUNE 22, 2016.</b>	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendants' Releasees concerning the Released Plaintiffs' Claims.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JUNE 22, 2016.</b>	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and Litigation Expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
<b>GO TO A HEARING ON JULY 20, 2016 AT 2:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JUNE 22, 2016.</b>	Filing a written objection and notice of intention to appear by June 22, 2016, allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
<b>DO NOTHING.</b>	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

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## WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired one or more of the Genworth Securities (listed above) during the Settlement Class Period. The Court has directed us to send you this Notice because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by Lead Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See paragraph 56 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

## WHAT IS THIS CASE ABOUT?

11. Beginning on August 19, 2014, securities class action complaints against Genworth and others were filed in federal court. By Order dated November 6, 2014, the United States District Court for the Eastern District of Virginia (the "Court") appointed Alberta and Fresno as Lead Plaintiffs; approved their choice of counsel as Lead Counsel; and ordered that the Action be captioned as *In re Genworth Financial, Inc. Securities Litigation*, Civil Action Number 3:14-cv-00682.

12. On December 22, 2014, Lead Plaintiffs filed their Consolidated Class Action Complaint (the "Complaint") asserting claims against all Defendants under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder, and against Thomas J. McInerney and Martin P. Klein under Section 20(a) of the Exchange Act. Among other things, the Complaint alleged that, starting on October 30, 2013, the first day of the Settlement Class Period, Defendants made materially false and misleading statements about Genworth's

long-term care insurance business and reserves related thereto. The Complaint further alleged that the prices of Genworth securities were artificially inflated as a result of Defendants' allegedly false and misleading statements, and declined when the alleged truth was revealed through a series of public disclosures beginning on July 30, 2014, and ending on November 5, 2014, the last day of the Settlement Class Period.

13. On February 5, 2015, Defendants filed a motion to dismiss the Complaint. Following full briefing, supplemental briefing, and a hearing, on May 1, 2015, the Court granted in part and denied in part Defendants' motion to dismiss. The Court granted in part Defendants' motion by dismissing certain claims based on certain allegedly false statements related to Generally Accepted Accounting Principles, SEC Regulations, and Defendants' internal controls. The Court denied the remainder of Defendants' motion to dismiss.

14. On May 15, 2015, Defendants filed an answer to the Complaint, denying its material allegations and alleging affirmative defenses thereto.

15. The Parties have engaged in comprehensive investigation and discovery related to the allegations in the Action, including but not limited to the production of approximately 3 million pages of documents and information from the Parties and third parties; meeting and conferring on numerous occasions regarding substantive and procedural discovery issues; serving and responding to requests for answers to interrogatories, requests for admissions, and requests for production of documents; serving third-party subpoenas; and obtaining testimony from witnesses through 29 depositions of Parties, third parties, and experts.

16. The Parties also consulted extensively with experts in areas requiring specialized knowledge. For example, they retained experts in the fields of long-term care insurance, actuarial standards and assumptions, financial accounting and economics. Such experts assisted in analyzing complex insurance matters, accounting and disclosure issues, re-calculating reserves and estimating potential damages.

17. The Parties also conducted extensive motion practice. In addition to Defendants' motion to dismiss described above, the Parties also filed several procedural motions, Lead Plaintiffs' motion to compel production of discovery, Lead Plaintiffs' class certification motion, Lead Plaintiffs' motion for partial summary judgment, and the Parties' competing motions to exclude certain of the other side's expert testimony. The Parties also substantially prepared for the upcoming trial date. At the time the Stipulation was executed, the trial was less than two months away.

18. While the Parties believe in the merits of their respective positions, they also recognized the benefits that would accrue if they could reach an agreement to resolve the Action. The Parties selected former federal judge Layn R. Phillips as mediator. The Parties exchanged detailed mediation statements and exhibits that addressed the issues of both liability and damages which were submitted to Judge Phillips in advance of the first full-day mediation session that occurred on November 9, 2015. The session ended without any agreement being reached.

19. Over the course of the following months, as the litigation actively continued, Judge Phillips conducted further discussions with the Parties and held another full-day mediation session on March 2, 2016, in which counsel for the Parties, Party representatives, as well as certain of Genworth's insurance carriers, participated. In advance of the second mediation session, the Parties exchanged and provided to Judge Phillips supplemental mediation materials.

20. In connection with the mediation process, and based on his experience resolving securities class actions and his knowledge and experience presiding over the negotiations in this particular case, Judge Phillips made a mediator's recommendation to settle the Action for \$219 million, which the Parties ultimately accepted.

21. On March 11, 2016, the Parties executed a Settlement Term Sheet ("Term Sheet"), subject to the negotiation and execution of a customary "long form" stipulation and agreement of settlement (the "Stipulation") and related papers. The Parties negotiated the Stipulation and related papers and filed a motion for preliminary approval with the Court on or about April 1, 2016.

22. Based on the investigation and mediation of the case and Lead Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, each of the Lead Plaintiffs has agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things, (a) the substantial financial benefit that Lead Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

23. Defendants have stated that they are entering into the Stipulation solely to eliminate the burden, risk and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and the Stipulation and Settlement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants, or any other of the Defendants' Releasees (defined in paragraph 36 below), with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Lead Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

24. On April 18, 2016, the Court preliminarily approved the Settlement, provisionally certified the Settlement Class (as defined below), authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

### **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

25. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The “Settlement Class” consists of:

all persons and entities who purchased or otherwise acquired the publicly traded Genworth Securities between October 30, 2013, and November 5, 2014, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby.

“Genworth Securities” includes Genworth common stock (CUSIP No. 37247D106) and the following Genworth Bonds: Fixed Senior Unsecured Notes due 5/22/2018; Fixed Senior Unsecured Notes due 6/15/2020; Fixed Senior Unsecured Notes due 2/15/2021; Fixed Senior Unsecured Notes due 9/24/2021; Fixed Senior Unsecured Notes due 8/15/2023; Fixed Senior Unsecured Notes due 2/15/2024; Fixed Senior Unsecured Notes due 6/15/2034; and Variable Junior Subordinated Notes due 11/15/2066.

Excluded from the Settlement Class are (i) Defendants; (ii) Officers and directors of Genworth during the Settlement Class Period; (iii) members of the Immediate Families of the Individual Defendants and of the Officers and directors of Genworth; (iv) any entity in which any Defendant had and/or has a controlling interest during the Settlement Class Period; (v) Defendants’ Directors and Officers Liability Program insurers for the period March 31, 2014 to March 31, 2015; (vi) any affiliates or subsidiaries of Genworth; and (vii) the legal representatives, heirs, agents, affiliates, successors or assigns of any excluded person or entity. Also excluded from the Settlement Class are any persons and entities who exclude themselves by submitting a request for exclusion in accordance with the requirements set forth in this Notice, that is accepted by the Court. *See* “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself,” on page 10 below. Notwithstanding the foregoing, Genworth’s employee retirement and benefit plan shall not be deemed an affiliate of any Defendant, except that any Claim submitted on behalf of Genworth’s employee retirement and benefit plan shall be pro-rated to exclude the proportion owned by the Defendants and other specifically excluded Persons.

**PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE POTENTIALLY ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN AUGUST 22, 2016.**

### **WHAT ARE LEAD PLAINTIFFS’ REASONS FOR THE SETTLEMENT?**

26. Lead Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against the remaining Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. To prevail, Lead Plaintiffs would bear the burden to prove to a jury by a preponderance of the evidence each of the elements of their claim, including for the Section 10(b) claim: (i) that Defendants made false or misleading statements; (ii) with scienter (*i.e.*, knowingly or with reckless disregard for the truth); (iii) upon which investors relied; and (iv) that caused investors losses. Although Lead Plaintiffs believe that they developed a strong record to support their claims, they recognize several risks to prevailing through trial and appeals. For example, Defendants argued that the statements that Lead Plaintiffs alleged were false were, in fact, true, and that the statements were not made with scienter. The main alleged false statements in the case centered around Defendants’ characterizations of their LTC business review in 2013 as “deep” and “extensive,” and their LTC reserves as “adequate.” Although the Court denied Defendants’ arguments at the motion to dismiss stage (assuming all facts of Plaintiffs’ allegations were true), Defendants would argue at trial that the evidence demonstrates that Genworth did, in fact, conduct a thorough review of its LTC business, including its reserves, in 2013 and that Genworth’s LTC reserves were adequate; and that to the extent any of their related statements were false or misleading, the Defendants did not knowingly or recklessly make them. While Lead Plaintiffs believe that the review of LTC reserves that Genworth performed in 2013 was not as deep and extensive as Defendants represented to investors, and that the reserves were not in fact adequate; Defendants contend otherwise; and the judge or jury may find Defendants’ statements about

the thoroughness of the review and the adequacy of the reserves as non-actionable under applicable law. Even if the hurdles to establishing liability were overcome, the amount of damages that could be attributed to the allegedly false statements would be vigorously contested. Defendants would likely contend that most, if not all, of investors' losses were caused by unforeseen, later changes in Genworth's claims experience during the first two quarters of 2014, and were not caused by their alleged misstatements during 2013. Defendants would likely also contend that some or all of the alleged damages incurred after their July 30, 2014 disclosures are not recoverable because Defendants had by then adequately made known all of the relevant facts and risks. Lead Plaintiffs would have to prevail at trial, and if they prevailed at trial, on the appeals that were likely to follow. Thus, there were very significant risks attendant to the continued prosecution of the Action.

27. In light of these risks, the amount of the Settlement and the immediacy of recovery to the Settlement Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Settlement Class, namely \$219 million in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no recovery after trial and appeals, possibly years in the future.

28. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden, risk and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

### **WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

29. If there were no Settlement and Lead Plaintiffs failed to establish all of the essential legal and factual elements of their claims against Defendants, neither Lead Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at trial or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

### **HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?**

30. As a Settlement Class Member, you are represented by Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

31. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?," below.

32. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

33. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class Members and "Releasing Plaintiffs" (as defined in paragraph 34 below): (i) have and shall be deemed to have fully, finally, and forever waived, released, relinquished, discharged, and dismissed each and every one of the Released Plaintiffs' Claims (as defined in paragraph 35 below) against each and every one of the Defendants' Releasees (as defined in paragraph 36 below); (ii) have and shall be deemed to have covenanted not to sue, directly or indirectly, any of the Defendants' Releasees with respect to any and all of the Released Plaintiffs' Claims; and (iii) shall forever be barred and enjoined from directly or indirectly, filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of

the Released Plaintiffs' Claims against any of the Defendants and the other Defendants' Releasees. All Releasing Plaintiffs shall be bound by the terms of the releases set forth in the Stipulation and the Judgment, whether or not they submit a valid and timely Claim Form, take any other action to obtain recovery from the Settlement Fund, or seek, or actually receive a distribution from the Net Settlement Fund.

34. "Releasing Plaintiffs" means each and all of the following: Lead Plaintiffs and each of the other Settlement Class Members (regardless of whether that Person actually submits a Claim Form, seeks or obtains a distribution from the Net Settlement Fund, is entitled to receive a distribution under the Plan of Allocation approved by the Court, or has objected to the Settlement, the Plan of Allocation, or the fee and expense application), on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such.

35. "Released Plaintiffs' Claims" means any and all claims, rights, actions, issues, controversies, causes of action, duties, obligations, demands, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every kind, nature and description, including both known claims and Unknown Claims, whether arising under federal, state or foreign law, or statutory, common or administrative law, or any other law, rule or regulation, whether asserted as claims, cross-claims, counterclaims or third-party claims, whether fixed or contingent, choate or inchoate, accrued or not accrued, matured or unmatured, liquidated or unliquidated, perfected or unperfected, whether class or individual in nature, that previously existed, currently exist, exist as of the date of the Court approval of the Settlement or that may arise in the future, that Lead Plaintiffs or any other Settlement Class Member asserted in the Complaint or could have asserted in the Action or in any other action or in any forum (including, without limitation, any federal or state court, or in any other court, arbitration proceeding, administrative agency or other forum, in the U.S. or elsewhere) that in any way arise out of, are based upon, relate to or concern the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions or failures to act alleged, set forth, referred to, involved in, or which could have been raised in the Action or the Complaint, and that in any way arise out of, are based upon, relate to or concern the purchase or acquisition of Genworth Securities from October 30, 2013, through November 5, 2014, including, without limitation, claims that arise out of or relate to any disclosures (including in financial statements), U.S. Securities and Exchange Commission filings, press releases, investor calls, registration statements, offering memoranda, web postings, presentations or any other statements by Defendants during the period October 30, 2013, through November 5, 2014. Released Plaintiffs' Claims do not include: (i) claims to enforce the Settlement and the Stipulation; (ii) claims for alleged breach of fiduciary duty brought derivatively; (iii) claims for alleged violation of the Employee Retirement Income Security Act of 1974; or (iv) claims of any person or entity who or which submits a request for exclusion that is accepted by the Court. For the sake of clarity, the Released Plaintiffs' Claims do not include the claims asserted in any filed derivative or ERISA action.

36. "Defendants' Releasees" means each and every Defendant and Defendants' respective present and former parents, affiliates, subsidiaries, divisions, directors, Officers, general partners and limited partners, successors in interest, including but without limitation (as applicable to either (i) an Individual Defendant or (ii) the corporate Defendant and its respective present and former parents, affiliates, subsidiaries, divisions, directors, Officers, general partners and limited partners, or successors in interest), any person or entity in which any Defendant has or had a controlling interest, the present and former members of the Immediate Family, heirs, principals, trustees, trusts, executors, administrators, predecessors, successors, assigns, members, agents, subsidiaries, employees, Officers, managers, directors, general partners, limited partners, bankers, actuarial and other consultants, attorneys, accountants, auditors, representatives, estates, divisions, advisors, estate managers, indemnifiers, Directors and Officers Liability Program insurers for the period March 31, 2014 to March 31, 2015, and reinsurers of each of the foregoing persons and entities, in their respective capacities as such.

37. "Unknown Claims" means any Released Plaintiffs' Claims which any Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant or any other Defendants' Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other Defendants' Releasees shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Releasing Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but that Lead Plaintiffs and the Defendants' Releasees nevertheless intend to and shall expressly, fully, finally, and forever settle and release, and each other Releasing Plaintiff shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or the Alternate Judgment, if applicable, shall have settled and released, fully, finally, and forever, any and all Released Claims as applicable, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct, which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members and each of the other Defendants' Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

38. The Judgment will also provide that, upon the Effective Date of the Settlement, the Defendants' Releasees shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiffs and shall forever be barred and enjoined from directly or indirectly, filing, commencing, instituting, prosecuting, maintaining, intervening in, participating in (as a class member or otherwise), or receiving any benefits or other relief, from any action, suit, cause of action, arbitration, claim demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon, arises out of, or relates to any or all of the Released Defendants' Claims against any of the Lead Plaintiffs and the other Plaintiffs' Releasees.

39. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that the Defendants' Releasees could have asserted against any of the Plaintiffs' Releasees that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action. Released Defendants' Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

40. "Plaintiffs' Releasees" means Lead Plaintiffs, their respective attorneys, and all other Settlement Class Members, and their current and former Officers, directors, agent, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacity as such.

## HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

41. To be potentially eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than August 22, 2016**. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, [www.GenworthSecuritiesSettlement.com](http://www.GenworthSecuritiesSettlement.com), or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-844-804-4359. Please retain all records of your ownership of and transactions in Genworth Securities, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

## HOW MUCH WILL MY PAYMENT BE?

42. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

43. Pursuant to the Settlement, Defendants have agreed to pay or caused to be paid two-hundred nineteen million dollars (\$219,000,000.00) in cash, of which sixty-nine million dollars (\$69,000,000.00) has been paid by Genworth and one-hundred fifty million dollars (\$150,000,000.00) has been or will be paid by certain of Genworth's insurers. The Settlement Amount will be, or has already been, deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve. The proposed Plan of Allocation is attached to this Notice as the Appendix.

44. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

45. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the Plan of Allocation.

46. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked on or before August 22, 2016, shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in paragraph 35 above) against the Defendants' Releasees (as defined in paragraph 36 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Defendants' Releasees, as set forth above in paragraphs 33-37, whether or not such Settlement Class Member submits a Claim Form.

47. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

48. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

49. Only Settlement Class Members, *i.e.*, persons and entities who purchased or otherwise acquired publicly traded Genworth Securities during the Settlement Class Period and were allegedly damaged as a result of such purchases or acquisitions, will be potentially eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. The only securities that are included in the Settlement are the publicly traded Genworth Securities.

### **WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?**

50. Lead Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Lead Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 29% of the Settlement Fund. At the same time, Lead Counsel also intend to apply for reimbursement of Litigation Expenses for all Plaintiffs' Counsel in an amount not to exceed \$4.5 million, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Settlement Class. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

### **WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?**

51. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion from the Settlement Class, addressed to *In re Genworth Financial, Inc. Securities Litigation*, EXCLUSIONS, P.O. Box 4390, Portland, OR 97208-4390. The exclusion request must be **received** no later than June 22, 2016. You will not be able to exclude yourself from the Settlement Class after that date. Each request for exclusion must (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) state that such person or entity "requests exclusion from the Settlement Class in *In re Genworth Financial, Inc. Securities Litigation*, Case No. 3:14-CV-00682"; (c) identify and state the number of each publicly traded Genworth Security (in terms of shares of Genworth common stock and face value of Genworth Bonds) that the person or entity requesting exclusion purchased/acquired and/or sold during the Settlement Class Period (*i.e.*, between October 30, 2013, and November 5, 2014, inclusive), as well as the dates and prices of each such purchase/acquisition and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

52. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendants' Releasees.

53. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

54. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiffs and Defendants.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?  
DO I HAVE TO COME TO THE HEARING?  
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

55. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

56. The Settlement Hearing will be held on July 20, 2016 at 2:00 p.m., before the Honorable John A. Gibney, Jr., at the Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, VA 23219. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the Settlement Class Members.

57. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk of the U.S. District Court for the Eastern District of Virginia at the address set forth below, on or before June 22, 2016. You must also serve the papers on Lead Counsel and on Defendants' Counsel at the addresses set forth below so that the papers are *received on or before June 22, 2016*.

**Clerk's Office**

**United States District Court  
Eastern District of Virginia  
Clerk of the Court**  
701 East Broad Street  
Richmond, VA 23219

**Lead Counsel**

**Bernstein Litowitz Berger &  
Grossmann LLP**  
David R. Stickney, Esq.  
12481 High Bluff Dr., Ste. 300  
San Diego, CA 92130  
-and-  
**Bleichmar Fonti & Auld LLP**  
Joseph A. Fonti, Esq.  
7 Times Square, 27<sup>th</sup> Floor  
New York, NY 10036

**Defendants' Counsel**

**Weil, Gotshal & Manges LLP**  
Greg A. Danilow, Esq.  
767 Fifth Avenue  
New York, NY 10153

58. Any objection (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of each publicly traded Genworth Security (in terms of shares of Genworth common stock or face value of Genworth Bonds) that the objecting Settlement Class Member purchased/acquired and/or sold during the Settlement Class Period (*i.e.*, between October 30, 2013, and November 5, 2014, inclusive), as well as the dates and prices of each such purchase/acquisition and sale. You may not object to the Settlement, the Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

59. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

60. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that it is **received on or before June 22, 2016**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

61. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in paragraph 57 above so that the notice is **received on or June 22, 2016**.

62. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class, except that notice of any adjournment will be posted on the settlement website, [www.GenworthSecuritiesSettlement.com](http://www.GenworthSecuritiesSettlement.com). If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

**63. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

#### **WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?**

64. If you purchased or otherwise acquired any of the publicly traded Genworth Securities between October 30, 2013, and November 5, 2014, inclusive, for the beneficial interest of persons or entities other than yourself, you must either (a) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to *In re Genworth Financial, Inc. Securities Litigation*, P.O. Box 4390, Portland, OR 97208-4390. If you choose the second option, the Claims Administrator will send a copy of the Notice and the Claim Form to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the website maintained by the Claims Administrator, [www.GenworthSecuritiesSettlement.com](http://www.GenworthSecuritiesSettlement.com), or by calling the Claims Administrator toll-free at 1-844-804-4359.

#### **CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

65. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, U.S. District Court for the Eastern District of Virginia, 701 East Broad Street, Richmond, VA 23219. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, [www.GenworthSecuritiesSettlement.com](http://www.GenworthSecuritiesSettlement.com).

All inquiries concerning this Notice and the Claim Form should be directed to:

*In re Genworth Financial, Inc. Securities Litigation* and/or  
P.O. Box 4390  
Portland, OR 97208-4390  
(844) 804-4359  
[www.GenworthSecuritiesSettlement.com](http://www.GenworthSecuritiesSettlement.com)

David R. Stickney, Esq.  
BERNSTEIN LITOWITZ BERGER  
& GROSSMANN LLP  
12481 High Bluff Drive, Suite 300  
San Diego, CA 92130  
(866) 648-2524  
[blbg@blbglaw.com](mailto:blbg@blbglaw.com)

or  
Joseph A. Fonti, Esq.  
BLEICHMAR FONTI & AULD LLP  
7 Times Square, 27<sup>th</sup> Floor  
New York, NY 10036  
(888) 879-9418  
[jfonti@bfalaw.com](mailto:jfonti@bfalaw.com)

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK  
OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING  
THIS NOTICE.**

Dated: April 23, 2016

By Order of the Court  
United States District Court  
Eastern District of Virginia

## APPENDIX

### PROPOSED PLAN OF ALLOCATION

66. The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Settlement Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund.

67. In developing the Plan of Allocation, Lead Plaintiffs' damages expert calculated the estimated amount of artificial inflation in the per share closing prices of Genworth common stock and in the closing prices of Genworth Bonds that was allegedly proximately caused by Defendants' alleged false and misleading statements and material omissions. In calculating the estimated artificial inflation allegedly caused by Defendants' alleged misrepresentations and omissions, Lead Plaintiffs' damages expert considered price changes in Genworth stock and Bonds in reaction to certain public announcements allegedly revealing the truth concerning Defendants' alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces when considering stock price changes, and adjusting for changes in the wider bond market when considering Bond price changes. The estimated artificial inflation in Genworth common stock is shown in Table A set forth at the end of this Plan of Allocation. The estimated artificial inflation in Genworth Bonds is shown in Table C set forth at the end of this Plan of Allocation.

68. In order to have recoverable damages, disclosure of the alleged misrepresentations or omissions must be the cause of the decline in the price of the respective Genworth Security. In this case, Lead Plaintiffs allege that Defendants made false statements and omitted material facts during the period from October 30, 2013, through and including November 5, 2014, which had the effect of artificially inflating the prices of Genworth common stock and Bonds. Lead Plaintiffs further allege that corrective disclosures removed artificial inflation from the price of Genworth common stock on July 30, 2014, September 4, 2014, and November 6, 2014, and that corrective disclosures removed artificial inflation from the price of Genworth Bonds on November 6, 2014. Furthermore, Lead Plaintiffs' expert considered and evaluated the changes in the amount of artificial inflation in the price of Genworth's common stock and Bonds during the Settlement Class Period and made appropriate adjustments.

### CALCULATION OF RECOGNIZED LOSS AMOUNTS

69. Based on the formula stated below, a "Recognized Loss Amount" will be calculated for each purchase of publicly traded Genworth common stock and Genworth Bonds during the Settlement Class Period that is listed on the Proof of Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero.

70. For each share of publicly traded Genworth common stock (CUSIP: 37247D106) purchased during the period from October 30, 2013, through and including the close of trading on November 5, 2014, and:

- (a) Sold prior to the close of trading on July 29, 2014, the Recognized Loss Amount will be \$0.00.
- (b) Sold during the period from July 30, 2014, through and including the close of trading on November 5, 2014, the Recognized Loss Amount will be ***the lesser of***: (i) the amount of artificial inflation per share stated in Table A on the date of purchase minus the amount of artificial inflation per share stated in Table A on the date of sale; or (ii) the purchase price minus the sale price.
- (c) Sold during the period from November 6, 2014, through and including the close of trading on February 3, 2015, the Recognized Loss Amount will be ***the least of***: (i) the amount of artificial inflation per share stated in Table A on the date of purchase; (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 6, 2014, and the date of sale stated in Table B at the end of this Plan of Allocation.

- (d) Held as of the close of trading on February 3, 2015, the Recognized Loss Amount will be ***the lesser of***: (i) the amount of artificial inflation per share stated in Table A on the date of purchase; or (ii) the purchase price minus \$8.23, the average closing price for Genworth common stock between November 6, 2014, and February 3, 2015 (the last entry on Table B).<sup>2</sup>

71. For each publicly traded Genworth Bond purchased during the period from October 30, 2013, through and including the close of trading on November 5, 2014, and:

- (a) Sold prior to the close of trading on November 5, 2014, the Recognized Loss Amount will be \$0.00.
- (b) Sold during the period from November 6, 2014, through and including the close of trading on February 3, 2015, the Recognized Loss Amount with respect to each
1. Fixed Senior Unsecured Notes due 6/15/2034 (“2034 Bond”) will be ***the least of***: (i) the amount of artificial inflation per Bond stated in Column 2 of Table C on the date of purchase; (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 6, 2014, and the date of sale stated in Column 2 of Table D at the end of this Plan of Allocation.<sup>3</sup>
  2. Variable Junior Subordinated Notes due 11/15/2066 (“2066 Bond”) will be ***the least of***: (i) the amount of artificial inflation per Bond stated in Column 3 of Table C on the date of purchase; (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 6, 2014, and the date of sale stated in Column 3 of Table D at the end of this Plan of Allocation.
  3. Fixed Senior Unsecured Notes due 5/22/2018 (“2018 Bond”) will be ***the least of***: (i) the amount of artificial inflation per Bond stated in Column 4 of Table C on the date of purchase; (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 6, 2014, and the date of sale stated in Column 4 of Table D at the end of this Plan of Allocation.
  4. Fixed Senior Unsecured Notes due 6/15/2020 (“2020 Bond”) will be ***the least of***: (i) the amount of artificial inflation per Bond stated in Column 5 of Table C on the date of purchase; (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 6, 2014, and the date of sale stated in Column 5 of Table D at the end of this Plan of Allocation.
  5. Fixed Senior Unsecured Notes due 2/15/2021 (“Feb. 2021 Bond”) will be ***the least of***: (i) the amount of artificial inflation per Bond stated in Column 6 of Table C on the date of purchase; (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 6, 2014, and the date of sale stated in Column 6 of Table D at the end of this Plan of Allocation.
  6. Fixed Senior Unsecured Notes due 9/24/2021 (“Sept. 2021 Bond”) will be ***the least of***: (i) the amount of artificial inflation per Bond stated in Column 7 of Table C on the date of purchase; (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 6, 2014, and the date of sale stated in Column 7 of Table D at the end of this Plan of Allocation.
  7. Fixed Senior Unsecured Notes due 8/15/2023 (“2023 Bond”) will be ***the least of***: (i) the amount of artificial inflation per Bond stated in Column 8 of Table C on the date of purchase; (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 6, 2014, and the date of sale stated in Column 8 of Table D at the end of this Plan of Allocation.

<sup>2</sup> Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Genworth common stock during the 90-day look-back period. The mean (average) closing price for Genworth common stock during this 90-day look-back period was \$8.23.

<sup>3</sup> Price per Bond and Inflation per Bond are per \$1,000 par.

8. Fixed Senior Unsecured Notes due 2/15/2024 (“2024 Bond”) will be **the least of**: (i) the amount of artificial inflation per Bond stated in Column 9 of Table C on the date of purchase; (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 6, 2014, and the date of sale stated in Column 9 of Table D at the end of this Plan of Allocation.
- (c) Held as of the close of trading on February 3, 2015, the Recognized Loss Amount with respect to each
1. 2034 Bond will be **the lesser of**: (i) the amount of artificial inflation per Bond stated in Column 2 of Table C on the date of purchase; or (ii) the purchase price minus \$875.90, the average closing price for the 2034 Bond between November 6, 2014, and February 3, 2015 (the last entry on Column 2 of Table D).<sup>4</sup>
  2. 2066 Bond will be **the lesser of**: (i) the amount of artificial inflation per Bond stated in Column 3 of Table C on the date of purchase; or (ii) the purchase price minus \$647.72, the average closing price for the 2066 Bond between November 6, 2014, and February 3, 2015 (the last entry on Column 3 of Table D).
  3. 2018 Bond will be **the lesser of**: (i) the amount of artificial inflation per Bond stated in Column 4 of Table C on the date of purchase; or (ii) the purchase price minus \$1,027.70, the average closing price for the 2018 Bond between November 6, 2014, and February 3, 2015 (the last entry on Column 4 of Table D).
  4. 2020 Bond will be **the lesser of**: (i) the amount of artificial inflation per Bond stated in Column 5 of Table C on the date of purchase; or (ii) the purchase price minus \$1,023.97, the average closing price for the 2020 Bond between November 6, 2014, and February 3, 2015 (the last entry on Column 5 of Table D).
  5. Feb. 2021 Bond will be **the lesser of**: (i) the amount of artificial inflation per Bond stated in Column 6 of Table C on the date of purchase; or (ii) the purchase price minus \$998.85, the average closing price for the Feb. 2021 Bond between November 6, 2014, and February 3, 2015 (the last entry on Column 6 of Table D).
  6. Sept. 2021 Bond will be **the lesser of**: (i) the amount of artificial inflation per Bond stated in Column 7 of Table C on the date of purchase; or (ii) the purchase price minus \$1,010.27, the average closing price for the Sept. 2021 Bond between November 6, 2014, and February 3, 2015 (the last entry on Column 7 of Table D).
  7. 2023 Bond will be **the lesser of**: (i) the amount of artificial inflation per Bond stated in Column 8 of Table C on the date of purchase; or (ii) the purchase price minus \$845.71, the average closing price for the 2023 Bond between November 6, 2014, and February 3, 2015 (the last entry on Column 8 of Table D).
  8. 2024 Bond will be **the lesser of**: (i) the amount of artificial inflation per Bond stated in Column 9 of Table C on the date of purchase; or (ii) the purchase price minus \$844.60, the average closing price for the 2024 Bond between November 6, 2014, and February 3, 2015 (the last entry on Column 9 of Table D).

#### **ADDITIONAL PROVISIONS**

72. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in ¶75 below) is \$10.00 or greater.

73. If a Settlement Class Member has more than one purchase or sale of publicly traded Genworth common stock or Bonds, purchases and sales of each respective security will be matched on a First In, First Out (“FIFO”) basis. Settlement Class Period sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Settlement Class Period.

<sup>4</sup> Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Genworth Bonds during the 90-day look-back period. The mean (average) closing price for Genworth Bonds during this 90-day look-back period is set forth in the last line of Table D.

74. A Claimant's "Recognized Claim" under the Plan of Allocation will be the sum of his, her, or its Recognized Loss Amounts.

75. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant, which will be the Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant's Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

76. Purchases and sales of Genworth common stock and Bonds will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of Genworth common stock or Bonds during the Settlement Class Period will not be deemed a purchase or sale of publicly traded Genworth common stock or Bonds for the calculation of an Authorized Claimant's Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase of Genworth common stock or Bonds unless (i) the donor or decedent purchased the shares or Bonds during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares or Bonds; and (iii) it is specifically so provided in the instrument of gift or assignment.

77. The date of covering a "short sale" is deemed to be the date of purchase of the Genworth common stock. The date of a "short sale" is deemed to be the date of sale of Genworth common stock. Under the Plan of Allocation, however, the Recognized Loss Amount on "short sales" is zero. In the event that a Claimant has an opening short position in Genworth common stock, his, her, or its earliest Settlement Class Period purchases of Genworth common stock will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

78. Option contracts are not securities eligible to participate in the Settlement. With respect to publicly traded shares of Genworth common stock purchased or sold through the exercise of an option, the purchase/sale date of the Genworth common stock is the exercise date of the option and the purchase/sale price of the Genworth common stock is the exercise price of the option.

79. If a Claimant had a market gain with respect to his, her, or its overall transactions in publicly traded Genworth common stock and Bonds during the Settlement Class Period, the value of the Claimant's Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in publicly traded Genworth common stock and Bonds during the Settlement Class Period but that market loss was less than the Claimant's total Recognized Claim calculated above, then the Claimant's Recognized Claim will be limited to the amount of the actual market loss.

80. For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in publicly traded Genworth common stock and Bonds during the Settlement Class Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount<sup>5</sup> and (ii) the sum of the Total Sales Proceeds<sup>6</sup> and Holding Value.<sup>7</sup> This difference will be deemed a Claimant's market gain or loss with respect to his, her, or its overall transactions in publicly traded Genworth common stock and Bonds during the Settlement Class Period.

81. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed

<sup>5</sup> The "Total Purchase Amount" is the total amount the Claimant paid (excluding commissions and other charges) for publicly traded Genworth common stock and Bonds purchased during the Settlement Class Period.

<sup>6</sup> The Claims Administrator will match any sales of publicly traded Genworth common stock and Bonds during the Settlement Class Period first against the Claimant's respective opening positions (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of publicly traded Genworth common stock and Bonds sold during the Settlement Class Period will be the "Total Sales Proceeds."

<sup>7</sup> The Claims Administrator will ascribe a value of equal to the first entry on Table B (\$8.66 per share) for publicly traded Genworth common stock purchased during the Settlement Class Period and still held as of the close of trading on November 5, 2014 (the "Holding Value"). The Claims Administrator will ascribe a Holding Value equal to the first entry on Table D for each respective publicly traded Genworth Bond purchased during the Settlement Class Period and still held as of the close of trading on November 5, 2014. The Holding Value is based on the closing price of Genworth common stock and Bonds on November 6, 2014, the day after the last day of the Settlement Class Period.

their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to the Virginia Health Care Foundation, a non-sectarian, not-for-profit organization, or other non-sectarian, not-for-profit organization recommended by Lead Counsel and approved by the Court.

82. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiffs, Plaintiffs' Counsel, Lead Plaintiffs' damages expert, Defendants, Defendants' Counsel, or any of the other Releasees or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further Orders of the Court. Lead Plaintiffs, Defendants and their respective counsel, and all other Releasees, shall have no responsibility or liability whatsoever for: the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

83. The Plan of Allocation set forth herein is the plan that is being proposed by Lead Plaintiffs, after consultation with their damages expert, to the Court for its approval. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the settlement website, [www.GenworthSecuritiesSettlement.com](http://www.GenworthSecuritiesSettlement.com).

**TABLE A**

**Genworth Common Stock Estimated Artificial Inflation from October 30, 2013  
through and including November 5, 2014**

<b>Transaction Date</b>	<b>Inflation Per Share</b>
October 30, 2013 – February 4, 2014	\$6.53
February 5, 2014 – April 30, 2014	\$6.55
May 1, 2014 – July 29, 2014	\$6.48
July 30, 2014	\$3.60
July 31, 2014 – September 3, 2014	\$4.15
September 4, 2014 – November 5, 2014	\$3.54

**TABLE B****Genworth Common Stock Closing Price and Average Closing Price  
November 6, 2014 – February 3, 2015**

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between November 6, 2014 and Date Shown</b>
11/6/2014	\$8.66	\$8.66
11/7/2014	\$8.41	\$8.54
11/10/2014	\$8.12	\$8.40
11/11/2014	\$8.40	\$8.40
11/12/2014	\$8.80	\$8.48
11/13/2014	\$9.30	\$8.62
11/14/2014	\$9.41	\$8.73
11/17/2014	\$9.33	\$8.80
11/18/2014	\$9.36	\$8.87
11/19/2014	\$9.13	\$8.89
11/20/2014	\$9.43	\$8.94
11/21/2014	\$9.56	\$8.99
11/24/2014	\$9.38	\$9.02
11/25/2014	\$9.31	\$9.04
11/26/2014	\$9.11	\$9.05
11/28/2014	\$9.09	\$9.05
12/1/2014	\$9.19	\$9.06
12/2/2014	\$8.65	\$9.04
12/3/2014	\$8.77	\$9.02
12/4/2014	\$8.61	\$9.00
12/5/2014	\$8.63	\$8.98
12/8/2014	\$8.52	\$8.96
12/9/2014	\$8.47	\$8.94
12/10/2014	\$8.16	\$8.91
12/11/2014	\$8.24	\$8.88
12/12/2014	\$7.92	\$8.84
12/15/2014	\$7.80	\$8.81
12/16/2014	\$7.64	\$8.76
12/17/2014	\$7.93	\$8.74
12/18/2014	\$7.99	\$8.71

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between November 6, 2014 and Date Shown</b>
12/19/2014	\$8.59	\$8.71
12/22/2014	\$8.32	\$8.69
12/23/2014	\$8.39	\$8.69
12/24/2014	\$8.40	\$8.68
12/26/2014	\$8.39	\$8.67
12/29/2014	\$8.46	\$8.66
12/30/2014	\$8.56	\$8.66
12/31/2014	\$8.50	\$8.66
1/2/2015	\$8.43	\$8.65
1/5/2015	\$8.23	\$8.64
1/6/2015	\$8.04	\$8.63
1/7/2015	\$7.83	\$8.61
1/8/2015	\$8.15	\$8.60
1/9/2015	\$7.92	\$8.58
1/12/2015	\$7.66	\$8.56
1/13/2015	\$7.63	\$8.54
1/14/2015	\$7.31	\$8.51
1/15/2015	\$7.13	\$8.48
1/16/2015	\$7.30	\$8.46
1/20/2015	\$7.10	\$8.43
1/21/2015	\$7.11	\$8.41
1/22/2015	\$7.39	\$8.39
1/23/2015	\$7.22	\$8.37
1/26/2015	\$7.35	\$8.35
1/27/2015	\$7.19	\$8.33
1/28/2015	\$6.93	\$8.30
1/29/2015	\$6.94	\$8.28
1/30/2015	\$6.98	\$8.25
2/2/2015	\$7.42	\$8.24
2/3/2015	\$7.64	\$8.23

**TABLE C****Genworth Bonds Artificial Inflation from October 30, 2013  
through and including November 5, 2014**

<b>Transaction Date [1]</b>	<b>2034 Bond [2]</b>	<b>2066 Bond [3]</b>	<b>2018 Bond [4]</b>	<b>2020 Bond [5]</b>	<b>Feb. 2021 Bond [6]</b>	<b>Sept. 2021 Bond [7]</b>	<b>2023 Bond [8]</b>	<b>2024 Bond [9]</b>
October 30, 2013 – February 4, 2014	\$189.5	\$148.8	\$76.9	\$137.2	\$153.3	\$171.7	\$166.1	\$135.6
February 5, 2014 – April 30, 2014	\$190.0	\$149.3	\$77.1	\$137.6	\$153.7	\$172.2	\$166.6	\$136.0
May 1, 2014 – July 30, 2014	\$188.0	\$147.7	\$76.3	\$136.1	\$152.1	\$170.3	\$164.8	\$134.6
July 31, 2014 – November 5, 2014	\$204.0	\$160.2	\$82.8	\$147.7	\$165.0	\$184.8	\$178.8	\$146.0

**TABLE D**

**Genworth Bonds Average Closing Price  
November 6, 2014 – February 3, 2015**

<b>Date [1]</b>	<b>2034 Bond [2]</b>	<b>2066 Bond [3]</b>	<b>2018 Bond [4]</b>	<b>2020 Bond [5]</b>	<b>Feb. 2021 Bond [6]</b>	<b>Sept. 2021 Bond [7]</b>	<b>2023 Bond [8]</b>	<b>2024 Bond [9]</b>
11/6/2014	\$995.00	\$720.00	\$1,055.72	\$1,107.00	\$1,057.02	\$1,085.11	\$936.83	\$954.13
11/7/2014	\$949.18	\$697.92	\$1,043.64	\$1,073.50	\$1,036.01	\$1,052.56	\$904.67	\$913.82
11/10/2014	\$931.32	\$695.68	\$1,038.14	\$1,056.23	\$1,029.51	\$1,044.23	\$896.03	\$901.71
11/11/2014	\$930.37	\$685.94	\$1,032.83	\$1,048.09	\$1,031.88	\$1,037.55	\$896.03	\$901.71
11/12/2014	\$931.61	\$689.25	\$1,034.26	\$1,046.87	\$1,031.51	\$1,038.04	\$897.02	\$898.47
11/13/2014	\$927.31	\$688.44	\$1,033.00	\$1,046.97	\$1,030.42	\$1,038.78	\$897.32	\$903.18
11/14/2014	\$923.91	\$692.09	\$1,034.71	\$1,048.23	\$1,033.09	\$1,038.96	\$897.44	\$900.56
11/17/2014	\$923.42	\$694.64	\$1,036.22	\$1,050.69	\$1,034.58	\$1,038.15	\$900.07	\$899.62
11/18/2014	\$919.15	\$691.91	\$1,035.23	\$1,050.58	\$1,032.68	\$1,036.41	\$895.68	\$894.98
11/19/2014	\$915.36	\$689.72	\$1,034.86	\$1,049.40	\$1,029.92	\$1,037.22	\$892.27	\$893.80
11/20/2014	\$911.80	\$689.60	\$1,033.87	\$1,047.82	\$1,027.46	\$1,035.97	\$888.55	\$890.04
11/21/2014	\$910.09	\$690.05	\$1,033.34	\$1,048.54	\$1,027.32	\$1,036.31	\$886.97	\$887.54
11/24/2014	\$909.12	\$689.93	\$1,034.70	\$1,049.23	\$1,025.99	\$1,034.77	\$885.56	\$886.08
11/25/2014	\$908.74	\$688.87	\$1,034.52	\$1,048.66	\$1,025.78	\$1,034.07	\$884.75	\$886.83
11/26/2014	\$908.82	\$689.28	\$1,034.99	\$1,048.56	\$1,025.66	\$1,033.33	\$885.19	\$888.31
11/28/2014	\$909.04	\$689.19	\$1,035.60	\$1,048.42	\$1,025.28	\$1,033.12	\$885.84	\$889.09
12/1/2014	\$910.39	\$688.06	\$1,036.28	\$1,047.92	\$1,024.32	\$1,032.42	\$885.32	\$889.52
12/2/2014	\$910.16	\$688.30	\$1,036.88	\$1,047.59	\$1,023.67	\$1,032.07	\$884.86	\$888.59
12/3/2014	\$911.60	\$688.47	\$1,036.72	\$1,047.19	\$1,023.88	\$1,032.62	\$884.45	\$889.78
12/4/2014	\$912.27	\$688.61	\$1,036.63	\$1,047.04	\$1,023.06	\$1,032.30	\$884.28	\$889.12
12/5/2014	\$911.68	\$687.27	\$1,037.10	\$1,046.95	\$1,022.44	\$1,032.93	\$884.26	\$888.51
12/8/2014	\$912.23	\$686.03	\$1,037.12	\$1,046.63	\$1,021.92	\$1,032.51	\$883.10	\$887.48
12/9/2014	\$912.68	\$685.93	\$1,038.05	\$1,046.95	\$1,021.23	\$1,032.11	\$882.79	\$886.12
12/10/2014	\$911.90	\$684.51	\$1,038.13	\$1,046.56	\$1,020.61	\$1,031.39	\$882.18	\$884.77
12/11/2014	\$910.72	\$684.03	\$1,037.80	\$1,045.40	\$1,019.89	\$1,030.66	\$880.95	\$884.92
12/12/2014	\$910.27	\$683.32	\$1,037.65	\$1,045.28	\$1,019.03	\$1,030.40	\$880.06	\$883.11
12/15/2014	\$909.01	\$681.53	\$1,037.04	\$1,044.43	\$1,017.67	\$1,029.34	\$878.37	\$881.29
12/16/2014	\$908.39	\$679.60	\$1,036.69	\$1,043.11	\$1,016.51	\$1,028.65	\$876.77	\$879.67
12/17/2014	\$907.17	\$679.27	\$1,036.84	\$1,041.35	\$1,015.29	\$1,027.98	\$874.87	\$877.04
12/18/2014	\$904.68	\$676.71	\$1,035.96	\$1,039.90	\$1,014.47	\$1,026.42	\$872.64	\$874.03
12/19/2014	\$902.21	\$674.46	\$1,035.37	\$1,038.65	\$1,013.16	\$1,024.80	\$871.22	\$871.73
12/22/2014	\$900.68	\$673.50	\$1,035.44	\$1,037.36	\$1,011.54	\$1,024.13	\$869.00	\$869.44
12/23/2014	\$898.30	\$672.56	\$1,035.04	\$1,036.07	\$1,011.19	\$1,022.67	\$867.15	\$866.92
12/24/2014	\$896.16	\$670.21	\$1,034.73	\$1,035.00	\$1,009.88	\$1,021.56	\$864.51	\$866.92
12/26/2014	\$893.96	\$668.17	\$1,034.59	\$1,034.04	\$1,009.41	\$1,020.50	\$863.79	\$865.55
12/29/2014	\$892.63	\$667.60	\$1,034.24	\$1,033.49	\$1,009.15	\$1,020.12	\$862.38	\$864.17
12/30/2014	\$891.48	\$666.93	\$1,033.73	\$1,032.72	\$1,008.56	\$1,019.40	\$861.21	\$863.46
12/31/2014	\$890.98	\$665.35	\$1,033.68	\$1,032.12	\$1,008.30	\$1,019.38	\$860.24	\$862.81

<b>Date [1]</b>	<b>2034 Bond [2]</b>	<b>2066 Bond [3]</b>	<b>2018 Bond [4]</b>	<b>2020 Bond [5]</b>	<b>Feb. 2021 Bond [6]</b>	<b>Sept. 2021 Bond [7]</b>	<b>2023 Bond [8]</b>	<b>2024 Bond [9]</b>
1/2/2015	\$890.59	\$664.77	\$1,033.65	\$1,031.56	\$1,007.89	\$1,018.82	\$859.14	\$861.64
1/5/2015	\$889.45	\$664.15	\$1,033.37	\$1,030.83	\$1,007.22	\$1,018.20	\$858.01	\$860.35
1/6/2015	\$888.30	\$663.62	\$1,032.99	\$1,029.96	\$1,006.57	\$1,017.67	\$857.00	\$858.81
1/7/2015	\$887.23	\$662.22	\$1,032.62	\$1,029.44	\$1,006.49	\$1,017.62	\$856.13	\$858.04
1/8/2015	\$886.72	\$661.01	\$1,032.32	\$1,029.28	\$1,005.25	\$1,017.19	\$855.27	\$856.93
1/9/2015	\$886.22	\$659.96	\$1,031.98	\$1,028.90	\$1,004.59	\$1,016.99	\$854.37	\$855.72
1/12/2015	\$885.16	\$659.13	\$1,031.65	\$1,028.28	\$1,004.49	\$1,016.44	\$853.75	\$855.09
1/13/2015	\$884.67	\$658.01	\$1,031.08	\$1,028.12	\$1,004.39	\$1,015.92	\$853.03	\$854.44
1/14/2015	\$884.14	\$656.88	\$1,030.85	\$1,027.73	\$1,004.27	\$1,015.39	\$852.50	\$853.38
1/15/2015	\$883.74	\$656.88	\$1,030.37	\$1,027.31	\$1,004.23	\$1,014.86	\$851.60	\$852.42
1/16/2015	\$883.36	\$655.71	\$1,030.03	\$1,026.91	\$1,004.20	\$1,014.34	\$850.91	\$851.97
1/20/2015	\$882.34	\$655.13	\$1,029.73	\$1,026.48	\$1,003.61	\$1,013.75	\$850.40	\$851.10
1/21/2015	\$881.95	\$654.62	\$1,029.27	\$1,026.11	\$1,002.85	\$1,013.21	\$849.96	\$851.10
1/22/2015	\$881.18	\$653.79	\$1,029.15	\$1,025.65	\$1,002.03	\$1,013.15	\$849.28	\$850.15
1/23/2015	\$880.36	\$652.62	\$1,028.88	\$1,025.67	\$1,001.38	\$1,012.66	\$848.62	\$849.14
1/26/2015	\$879.61	\$651.53	\$1,028.90	\$1,025.33	\$1,001.12	\$1,012.10	\$848.46	\$848.54
1/27/2015	\$878.89	\$650.76	\$1,028.96	\$1,024.87	\$1,000.99	\$1,011.65	\$848.13	\$848.19
1/28/2015	\$878.22	\$650.43	\$1,028.74	\$1,024.67	\$1,000.93	\$1,011.27	\$847.48	\$847.52
1/29/2015	\$877.58	\$649.53	\$1,028.45	\$1,024.35	\$1,000.49	\$1,011.18	\$847.31	\$846.82
1/30/2015	\$877.00	\$649.05	\$1,028.16	\$1,024.17	\$1,000.07	\$1,010.68	\$846.91	\$846.04
2/2/2015	\$876.40	\$648.21	\$1,027.96	\$1,024.16	\$999.60	\$1,010.74	\$846.27	\$845.40
2/3/2015	\$875.90	\$647.72	\$1,027.70	\$1,023.97	\$998.95	\$1,010.27	\$845.71	\$844.60