

WHEREAS, a class action is pending in this Court entitled *In re Genworth Financial, Inc. Securities Litigation*, Master File No. 1:14-cv-02392-AKH (S.D.N.Y.) (the “Litigation”);

WHEREAS, (a) the City of Hialeah Employees’ Retirement System and New Bedford Contributory Retirement System (collectively, “Class Representatives” or “Lead Plaintiffs”), on behalf of themselves and the certified Class (defined below); and (b) defendants Genworth Financial, Inc. (“Genworth”), and Michael D. Fraizer (“Fraizer”), and Martin P. Klein (“Klein”) (collectively, the “Individual Defendants,” and, together with Genworth, the “Defendants”), have entered into a Stipulation of Settlement (the “Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Litigation on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated July 31, 2017 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) ordered that notice of the proposed Settlement be provided to potential Class Members; (c) provided Class Members with the opportunity either to exclude themselves from the Class or to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Class;

WHEREAS, the Court conducted a hearing on November 15, 2017 (the “Settlement Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Class, and should therefore be approved; and

(b) whether a judgment should be entered dismissing the Litigation with prejudice as against the Defendants; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Litigation, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Jurisdiction** - The Court has jurisdiction over the subject matter of the Litigation, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Class Members.

2. **Incorporation of Settlement Documents** - This Judgment incorporates and makes a part hereof the Stipulation and its exhibits filed with the Court on or about June 21, 2017.

3. **Class Certification** - The Court has previously certified a class in this Litigation pursuant to Rules 23(a)(1)-(4), 23(b) and 23(e) of the Federal Rules of Civil Procedure consisting of all purchasers of publicly traded Genworth common stock during the period from November 3, 2011 through April 17, 2012, inclusive, who were allegedly damaged by the conduct at issue in the Litigation. Excluded from the Class are Defendants; the Officers and directors of the Company, at all relevant times; members of the immediate families of excluded persons, and their legal representatives, heirs, successors or assigns; and any entity in which Defendants have or had a controlling interest. Also excluded from the Class is the Class Member listed on Exhibit A hereto, whose request for exclusion from the Class is hereby accepted by the Court.

4. **Adequacy of Representation** - Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court also previously certified the City of Hialeah Employees' Retirement System and New Bedford Contributory Retirement System as Class Representatives for the Class and appointed Labaton Sucharow LLP and Robbins Geller Rudman & Dowd LLP as Class Counsel for the Class. Class Representatives and Class Counsel have fairly and adequately represented the Class both in terms of the Litigation and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

5. **Notice** - The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Litigation, (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder), (iii) Class Counsel's motion for an award of attorneys' fees and payment of expenses, (iv) their right to object to any aspect of the Settlement, the Plan of Allocation and/or Class Counsel's motion for attorneys' fees and payment of expenses, (v) their right to exclude themselves from the Class, and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §78u-4, as amended.

6. **Final Settlement Approval and Dismissal of Claims** - Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendants in the Litigation), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Class. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

7. The Litigation and all of the claims asserted against Defendants in the Litigation by Class Representatives and the other Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

8. **Binding Effect** - The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Class Representatives and all other Class Members (regardless of whether or not any individual Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns. The person listed on Exhibit A hereto is excluded from the Class pursuant to her valid and timely request and is not bound by the terms of the Stipulation or this Judgment.

9. **Releases** - The Releases set forth in paragraphs 5 and 6 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Upon the Effective Date of the Settlement, the Releasing Plaintiffs: (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 against each and every one of the Defendants Releasees; (ii) have and shall be deemed to have covenanted not to sue, directly or indirectly, any of the Defendants Releasees with respect to any or all of the Released Plaintiffs' Claims; and (iii) 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), pursuing 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 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 this 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. This Release shall not apply to any person or entity listed in Exhibit A hereto.

(b) Upon the Effective Date of the Settlement, the Defendants Releasees shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every one of the Released Defendants' Claims against Class Representatives, Plaintiffs' Counsel and the other Plaintiffs Releasees, 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), pursuing 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 Class Representatives, Plaintiffs' Counsel and the other Plaintiffs Releasees. This Release shall not apply to any person or entity listed in Exhibit A hereto.

10. Notwithstanding paragraphs 9(a) - (b) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

11. **Rule 11 Findings** - Pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §78u-4(c)(1), the Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Litigation.

12. **No Admissions** - Neither this Judgment, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendants Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants Releasees with respect to the truth of any allegation by Class Representatives or the validity of any claim that was or could have been asserted or the deficiency of any defense

that has been or could have been asserted in this Litigation or in any other litigation, including the appropriateness of the litigation class, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants Releasees or shall be in any way referred to for any other reason as against any of the Defendants Releasees, in any civil, criminal or administrative action or proceeding;

(b) shall be offered against any of the Plaintiffs Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Plaintiffs Releasees that any of their claims are without merit, that any of the Defendants Releasees had meritorious defenses, or that damages recoverable under the Complaint or Second Amended Complaint would not have exceeded the Settlement Amount, or with respect to any liability, negligence, fault or wrongdoing of any kind, or shall be in any way referred to for any other reason as against any of the Plaintiffs Releasees, in any civil, criminal or administrative action or proceeding; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however*, that, notwithstanding the foregoing, the Parties and the Releasees and their respective counsel may file or refer to the Stipulation or this Judgment in any action that may be brought to enforce the terms of the Stipulation or this Judgment.

13. **Retention of Jurisdiction** - Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or

expenses by Class Counsel and for any expenses of Class Representatives to be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; and (e) the Class Members for all matters relating to the Litigation.

14. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Class Counsel for an award of attorneys' fees and payment of expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

15. **Modification of the Agreement of Settlement** - Without further approval from the Court, Class Representatives and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, Class Representatives and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

16. **Termination of Settlement** - If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Class Representatives, the other Class Members and Defendants, and the Parties shall revert to their respective positions in the Litigation as of March 21, 2017, and funds returned, as provided in the Stipulation.

17. **Entry of Final Judgment** - There is no just reason to delay the entry of this Judgment as a final judgment in this Litigation. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Litigation.

SO ORDERED this 15 day of November 2017

DATED: 11/15/17

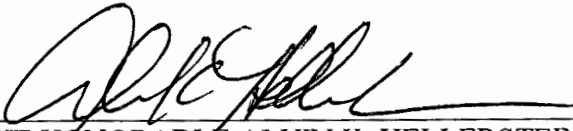

THE HONORABLE ALVIN K. HELLERSTEIN
UNITED STATES DISTRICT JUDGE

EXHIBIT A

1. Beverly L. Posey, Manassas, VA