

SUPERIOR COURT OF THE STATE OF WASHINGTON  
KING COUNTY

SHIVA Y. STEIN, individually and on behalf of )  
all others similarly situated, )

Plaintiffs, )

v. )

SYMETRA FINANCIAL CORPORATION, )  
LOWNDES A. SMITH, PETER S. BURGESS, )  
DAVID T. FOY, LOIS W. GRADY, SANDER )  
M. LEVY, ROBERT R. LUSARDI, THOMAS )  
M. MARRA, SUMITOMO LIFE INSURANCE )  
COMPANY, and SLIC FINANCIAL )  
CORPORATION, )

Defendants. )

No. 15-2-20458-1 SEA

STIPULATION AND  
AGREEMENT OF  
COMPROMISE, SETTLEMENT  
AND RELEASE

**STIPULATION AND AGREEMENT OF COMPROMISE,**  
**SETTLEMENT AND RELEASE**

The parties to the above-captioned action (the "Action") pending before the Superior Court of the State of Washington, King County (the "Court"), which parties (the "Parties") include: (a) Plaintiff Shiva Y. Stein ("Plaintiff") and (b) Lowndes A. Smith, Peter S. Burgess, David T. Foy, Lois W. Grady, Sander M. Levy, Robert R. Lusardi, Thomas M. Marra (collectively, the "Director Defendants"), as well as Symetra Financial Corporation ("Symetra"), Sumitomo Life Insurance Company ("Sumitomo"), and SLIC Financial Corporation (collectively, and together with the Director Defendants, "Defendants"), by and through their

attorneys, have entered into this Stipulation and Agreement of Compromise, Settlement and Release (the "Stipulation"), which is intended to completely, fully, finally and forever compromise, settle, release, discharge, extinguish and dismiss with prejudice the Released Claims (as defined below) (including any Unknown Claims (as defined below)) upon and subject to the terms and conditions of this Stipulation (the "Settlement") and submit the Settlement for approval by the Court.

**WHEREAS:**

A. On August 10, 2015, Symetra's Board of Directors amended the company's bylaws to require that actions involving intracorporate disputes be filed only in Symetra's state of incorporation, Delaware (although Plaintiff disputes the enforceability of this provision);

B. On August 11, 2015, Symetra and Sumitomo announced that the Symetra and Sumitomo boards of directors had each unanimously approved an agreement and plan of merger (together with any other agreements, instruments, schedules or documents, whether public or non-public, executed in connection with the implementation of the merger of Symetra with SLIC Financial Corporation (the "Merger"), the "Merger Agreement"), pursuant to which Sumitomo would acquire all of the outstanding shares of Symetra, and Symetra stockholders would receive \$32.00 per share and a \$0.50 special dividend;

C. On August 11, 2015, Symetra filed with the U.S. Securities and Exchange Commission (the "SEC") a Current Report on Form 8-K containing, among other things, the Merger Agreement;

D. On August 20, 2015, Plaintiff filed a complaint in the Court, on behalf of herself and those similarly situated stockholders of Symetra, against all Defendants, alleging certain

breaches of fiduciary duty and aiding and abetting liability in connection with the Merger Agreement;

E. On September 1, 2015, Symetra filed with the SEC a Preliminary Proxy Statement on Schedule 14A (the "Preliminary Proxy") containing, among other things, the Merger Agreement;

F. On September 11, 2015, Symetra and the Individual Defendants filed a Motion to Dismiss the Action for improper venue pursuant to Washington Civil Rule 12(b)(3);

G. On September 24, 2015, Plaintiff moved to amend her complaint in order to add allegations regarding disclosures in the Preliminary Proxy. The Court granted Plaintiff's motion to amend her complaint on October 12, 2015.

H. On September 30, 2015, Symetra filed with the SEC a Definitive Proxy Statement on Schedule 14A (the "Proxy Statement") which, among other things, announced that a stockholder meeting to vote on the adoption of the Merger Agreement would be held on November 5, 2015;

I. On October 1, 2015, counsel for Plaintiff conveyed to Defendants a confidential settlement communication, wherein she demanded that Symetra make certain supplemental disclosures in connection with the Proxy Statement;

J. On October 16, 2015, Plaintiff filed an amended complaint ("Amended Complaint") in the Court, continuing to allege certain breaches of fiduciary duty and aiding and abetting liability in connection with the Proposed Transaction, and adding an additional claim against the Individual Defendants for breach of the fiduciary duty of disclosure;

K. On October 16, 2015, Plaintiff also filed a Motion for Preliminary Injunction to enjoin the stockholder vote from taking place as scheduled on November 5, 2015;

L. On October 20, 2015, the Defendants filed a Motion to Dismiss Plaintiff's Amended Complaint for improper venue pursuant to Washington Civil Rule 12(b)(3);

M. Defendants have maintained and continue to maintain that Plaintiff's challenges to the Merger are all meritless;

N. The Parties, through their counsel, have engaged in arm's length negotiations concerning a settlement of the Action, and the Parties have reached an agreement to settle the Action as described herein;

O. On October 27, 2015, the Parties executed a Memorandum of Understanding ("MOU") memorializing their agreement in principle for the settlement of the Action, subject to Court approval;

P. Exhibit A to the MOU reflected certain supplemental disclosures that Defendants agreed to make in connection with the Merger (the "Further Disclosures"), and the MOU contemplated that Plaintiff would undertake reasonable, mutually agreeable confirmatory discovery;

Q. The Parties did not engage in any discussion regarding fees and expenses to be awarded to Plaintiff's counsel, subject to Court approval, until after the Parties had agreed to the other terms of the MOU;

R. On October 27, 2015, as contemplated by the MOU, Symetra filed with the SEC a Current Report on Form 8-K ("Form 8-K"), which contained the Further Disclosures;

S. On November 3, 2015, the Court ordered that all proceedings in the Action be stayed until March 1, 2016, pending submission of complete documents concerning the proposed settlement, and deeming all pending motions withdrawn and the noticed hearing dates for them stricken;

T. On November 5, 2015, Symetra's stockholders approved the Merger by way of a stockholder vote;

U. Plaintiff and Plaintiff's counsel have conducted confirmatory discovery, including the review of confidential documents produced by Defendants to Plaintiff's counsel on November 19, 2015 and taking the deposition of Thomas M. Marra on December 17, 2015;

V. Following confirmatory discovery, Plaintiff and Plaintiff's counsel have concluded that the terms contained in this Stipulation are fair, reasonable and adequate and in the best interests of the Class (as defined below) and that it is reasonable to pursue a settlement of the Action based upon the terms and the procedures outlined herein;

W. Each of the Defendants has denied, and continues to deny, that he, she or it committed, or aided and abetted the commission of, any breach of fiduciary duty, securities law or any other law, or engaged in any of the wrongful acts alleged in the Action, and expressly maintains that the Action is without merit and that he, she or it diligently and scrupulously complied with his, her or its fiduciary and other legal duties, to the extent such duties exist, and is entering into the Stipulation and the Settlement solely to eliminate the burden, expense, distraction and uncertainties inherent in further litigation;

X. Plaintiff has stated, and continues to state, that she brought her claim in good faith, that she believes that her claim had substantial merit at all relevant times and that she is agreeing to the terms set forth in this Stipulation only because she believes that the Settlement provides a substantial benefit to the Class (as defined below) and has concluded that the terms contained in this Stipulation are fair, reasonable and adequate and in the best interests of the Class (as defined below) and that it is reasonable to pursue a settlement of the Action based upon the terms and the procedures outlined herein;

Y. In evaluating the Settlement, Plaintiff and her counsel have considered: (i) the substantial benefits to the members of the Class (as defined below) from the Settlement; (ii) the facts developed during Plaintiff's investigation and confirmatory discovery; (iii) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (iv) the probability of success on the merits and the allegations contained in the Action; (v) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation; and (vi) the conclusion of Plaintiff and her counsel that the terms and conditions of the Settlement are fair, reasonable and adequate and in the best interests of the Class (as defined below);

Z. Counsel for Plaintiff and Defendants have engaged in further arm's length negotiations to agree upon this Stipulation and the form and content of the exhibits hereto;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED,**

subject to the approval of the Court, for good and valuable consideration, that the Action shall be dismissed on the merits with prejudice as to all Defendants and against all members of the Class (as defined below) and all Released Claims (as defined below) (including any Unknown Claims (as defined below)) shall be completely, fully, finally and forever compromised, settled, released, discharged, extinguished and dismissed with prejudice as to all Released Persons (as defined below), upon the following terms and conditions:

1. In consideration for the full settlement and release of the Released Claims (as defined below) (including any Unknown Claims (as defined below)) and the dismissal with prejudice of the Action, on October 28, 2015, Symetra filed with the SEC the Form 8-K, attached hereto as Exhibit A, which contained the Further Disclosures. Without admitting any wrongdoing or that any of the Further Disclosures were material or were required to be made, Defendants acknowledge that the pendency and prosecution of the Action provided the sole

cause of Defendants' decision to make those Further Disclosures. This Settlement is not conditioned upon Defendants making or having made any disclosures other than those referenced in this paragraph.

2. Defendants have provided Plaintiff's counsel with the agreed discovery to confirm the fairness and adequacy of the Settlement and the disclosures relating to the Merger.

### **RELEASES**

3. Upon Final Approval (as defined below) of the Settlement, Plaintiff and each and every member of the Class (as defined below), whether acting in an individual, class, direct, derivative, representative, legal, equitable or any other capacity (collectively, the "Releasing Persons"), shall be deemed to have, and by operation of the Final Approval (as defined below) shall have, completely, fully, finally and forever released, relinquished, settled, extinguished, discharged and dismissed with prejudice all claims, demands, actions, causes of action, rights, liabilities, damages, losses, obligations, judgments, duties, suits, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been, could have been or in the future can or might be asserted in the Action or in any court, tribunal or proceeding (including, but not limited to, any claims arising under federal, state or foreign statutory or common law relating to alleged fraud, breach of any duty, negligence, violations of the federal securities laws or state disclosure laws or otherwise) against any or all of the Released Persons (as defined below), whether or not any such Released Persons (as defined below) were named, were served with process, appeared in the Action or are a Party to this Stipulation, which have arisen, could have arisen, arise now or hereafter arise out of, or relate in any manner to, the allegations, facts, events, acquisitions,

matters, acts, occurrences, statements, representations, omissions or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved or set forth in, or referred to or otherwise related, directly or indirectly, in any way to:

(a) the matters alleged in any pleadings or briefs filed in the Action;

(b) the Merger Agreement and the transactions contemplated thereby, including the Merger;

(c) the Preliminary Proxy, the Proxy, the Form 8-K, the Further Disclosures or any drafts, versions, amendments, supplements or modifications to any of the foregoing, or any other public disclosures, statements or filings made or to be made in connection with or regarding the Merger, the Merger Agreement or any of the transactions contemplated thereby, including the Merger;

(d) the fiduciary obligations (including any disclosure obligations) of any of the Defendants or Released Persons (as defined below) in connection with the Merger Agreement, the Merger, the Preliminary Proxy, the Proxy, the Form 8-K, the Further Disclosures or any drafts, versions, amendments, supplements or modifications to any of the foregoing, or any other public disclosures, statements or filings made or to be made in connection with or regarding the Merger, the Merger Agreement or any of the transactions contemplated thereby, including the Merger;

(e) the negotiations in connection with the Merger Agreement or the Merger; or

(f) any and all conduct by any of the Defendants or Released Persons (as defined below) arising out of or relating in any way to the negotiation or execution of the MOU or this Stipulation (collectively, the "Released Claims").

For the avoidance of doubt, the Released Claims shall include any and all claims, by or on behalf



of any of the Releasing Persons, under the federal securities laws related to the Preliminary Proxy, the Proxy, the Form 8-K, the Further Disclosures or any drafts, versions, amendments, supplements or modifications to any of the foregoing, or any other public disclosures, statements or filings made or to be made in connection with or regarding the Merger, the Merger Agreement or any of the transactions contemplated thereby, including the Merger. Federal securities claims relating to information or representations affecting the underlying value of Symetra securities—so long as such claims are unrelated to the Merger, the Merger Agreement, the Preliminary Proxy, the Proxy, the Form 8-K, the Further Disclosures or any drafts, versions, amendments, supplements or modifications to any of the foregoing, or any other public disclosures, statements or filings made or to be made in connection with the Merger, the Merger Agreement or any of the transactions contemplated thereby—are not Released Claims. The Released Claims shall not include and do not preclude the right of any of the Parties to enforce the terms of the Stipulation or Plaintiff's counsel's right to seek an award for Fees and Expenses, as provided for in paragraphs 17 to 25 of this Stipulation.

4. As used in this Stipulation, the term "Released Persons" shall include all Defendants in the Action and, for the avoidance of doubt, shall include Symetra, Sumitomo, SLIC Financial Corporation, Lowndes A. Smith, Peter S. Burgess, David T. Foy, Lois W. Grady, Sander M. Levy, Robert R. Lusardi and Thomas M. Marra, as well as each of their respective families, parent entities, controlling persons, associates, affiliates, predecessors, successors or subsidiaries, and each and all of their respective past or present officers, directors, shareholders, stockholders, members, principals, managers, representatives, employees, attorneys, insurers, financial or investment advisors, consultants, accountants, investment bankers (including, for the avoidance of doubt, Morgan Stanley & Co. LLC and any other entity

that provided a fairness opinion relating to the Merger), agents, general or limited partners or partnerships, limited liability companies, heirs, executors, trustees, personal or legal representatives, estates, administrators, predecessors, successors and assigns, whether or not any such Released Persons were named, were served with process, appeared in the Action or are Parties to this Stipulation.

5. Upon Final Approval (as defined below) of the Settlement, the Released Persons shall be deemed to have, and by operation of the Final Approval (as defined below) shall have, fully, finally, and forever released, relinquished, settled, extinguished, dismissed with prejudice and discharged Plaintiff, each and all of the members of the Class and Plaintiff's counsel, from all claims, sanctions, actions, liabilities or damages (including Unknown Claims (as defined below)) arising out of, relating to or in connection with the investigation, institution, prosecution, assertion, settlement or resolution of the Action or the Released Claims, except that Defendants shall each retain the right to enforce the terms of this Stipulation and the Settlement.

6. The releases contained in paragraphs 3 through 6 of this Stipulation extend to claims that the Released Persons and/or the Releasing Persons do not know or suspect to exist at the time of the releases, which if known, might have affected the decision to enter into the releases or to object to the Settlement ("Unknown Claims"). The Released Persons and the Releasing Persons hereby waive and shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States or any foreign state, or any principle of common law, that governs or limits a person's release of Unknown Claims. The Released Persons and the Releasing Persons shall be deemed to relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, 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.”

In addition, the Released Persons and the Releasing Persons hereby waive and shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States or any foreign state, or any principle of common law, that is similar, comparable or equivalent to California Civil Code Section 1542. The Parties do not and shall not take the position that any law, other than the law of the state of Delaware, is applicable to the Stipulation or the release of the Released Claims (including Unknown Claims). Plaintiff further acknowledges, and each and every Releasing Person and/or other Symetra stockholder by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the releases set forth in paragraphs 3 to 6, but that it is their intention to hereby completely, fully, finally and forever release, relinquish, settle, extinguish, discharge and dismiss with prejudice any and all Released Claims (including Unknown Claims), known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, accrued or unaccrued, apparent or unapparent, which now exist, heretofore existed or may hereafter exist, and without regard to the subsequent discovery or existence of additional or different facts. The Parties acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that the foregoing waiver of Unknown Claims among the Released Claims was expressly and separately bargained for, was a key and material element of

the Settlement and was relied upon by each and all of the Parties in entering into this Stipulation and the Settlement.

### **CLASS CERTIFICATION**

7. The Parties agree that the Action will be conditionally certified, pursuant to Rules 23(a) and 23(b)(1) and 23(b)(2) of the Washington Superior Court Civil Rules, for settlement purposes only, as a non-opt-out class action on behalf of a class that consists of all record and beneficial owners of common stock of Symetra who owned shares of Symetra common stock at any time during the period beginning on August 11, 2015 through February 1, 2016 (the "Class Period"), including any and all of their respective successors in interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors, successors and assigns (collectively, the "Class"). Excluded from the Class are Defendants, members of the immediate family of any Director Defendant, any entity in which a Defendant has or had a controlling interest and the legal representatives, heirs, successors or assigns of any such excluded person. Members of the Class shall not have the right to opt out of the Class.

8. In the event that the Settlement does not receive Final Approval (as defined below) for any reason, each of the Defendants reserves the right to oppose certification of any class in this or any future proceedings.

### **SUBMISSION AND APPLICATION TO THE COURT**

9. As soon as practicable after the execution of this Stipulation, the Parties in the Action shall apply jointly to the Court for an order substantially in the form attached hereto as Exhibit B (the "Preliminary Approval Order"), providing, among other things, for:

(a) preliminary approval of the Settlement; (b) preliminary certification of the Consolidated Action, for purposes of the Settlement only, as a non-opt-out class action on behalf of the Class; (c) approval of the notice to the Class substantially in the form attached hereto as Exhibit C (the "Class Notice"); and (d) the procedure for the Court's final consideration of the Settlement, including the scheduling of the Settlement Hearing (as defined below) for a date no less than sixty (60) calendar days after the entry of the Preliminary Approval Order.

### **NOTICE**

10. Symetra (or its or the Symetra Board's insurer(s) or Symetra's successor-in-interest) shall be responsible for providing the Class Notice to all stockholders of record of Symetra who are members of the Class in accordance with the terms of the Preliminary Approval Order. Symetra (or its or the Symetra Board's insurer(s) or Symetra's successor-in-interest), on behalf of and for the benefit of all Defendants, shall pay any and all reasonable costs and expenses incurred in providing the Class Notice to members of the Class.

### **ORDER AND FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE**

11. If the Settlement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following a hearing (the "Settlement Hearing") as fair, reasonable and adequate and in the best interests of the Class, at the Parties' request, the Court shall enter an Order and Final Judgment (the "Order and Final Judgment") substantially in the form attached hereto as Exhibit D: (a) dismissing the Action on the merits

with prejudice and without costs to any Party, except as expressly provided in this Stipulation; and (b) permanently enjoining the Releasing Persons from commencing or maintaining any Released Claims (including any Unknown Claims) against any of the Released Persons.

### **CONDITIONS OF SETTLEMENT**

12. The Settlement and this Stipulation shall be rendered null and void and of no force and effect, unless otherwise agreed by the Parties in writing, in the event that:

(a) the Court fails to enter the Order and Final Judgment approving the Settlement, in substantially the form attached hereto as Exhibit D, which includes a provision enjoining all Releasing Persons from asserting any Released Claim (including any Unknown Claim) against any Released Person;

(b) the Court declines to conditionally certify the Class in the form set out in paragraph 7 above; or

(c) the Settlement fails to obtain Final Approval (as defined below).

Any decision by the Court not to approve the requested amount of Plaintiff's counsel's attorneys' fees and expenses shall not nullify or void the Settlement or this Stipulation.

13. Defendants shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so, through counsel, to all other Parties hereto within thirty (30) calendar days of:

(a) a decision by the Court refusing to dismiss the Action with prejudice; or

(b) a decision by any court, tribunal or other proceeding, prior to Final Approval (as defined below) of the Settlement, refusing to dismiss with prejudice any Released Claim (including any Unknown Claim) commenced or maintained by any Releasing Person against any Released Person.

14. In the event that the Settlement and/or Stipulation becomes null and void for any reason, including by way of termination pursuant to paragraph 13, the Parties shall be deemed to be in the position they occupied prior to the execution of the MOU, and the statements made in this Stipulation and in connection with the negotiation of this Stipulation and the MOU shall not be deemed to prejudice in any way the positions of the Parties with respect to the Action or any other litigation or judicial proceeding, or to constitute an admission of fact or wrongdoing by any Party, and shall not be used or entitle any Party to recover any fees, costs or expenses incurred in connection with the Action or in connection with any other litigation or judicial proceeding. In such event, and consistent with applicable evidentiary rules, neither the existence of this Stipulation or the MOU, nor the contents of this Stipulation or the MOU, nor any statements made in connection with the negotiation of this Stipulation or the MOU nor any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation or judicial proceeding. Without limiting the foregoing, if the Settlement does not become final for any reason, Defendants reserve the right to oppose certification of any class and to make any and all other arguments, motions, petitions and requests, in any future proceedings, and Plaintiff and her counsel reserve the right to pursue a mootness petition in her Action for attorneys' fees and expenses in connection with the Further Disclosures. Defendants reserve the right to oppose any such mootness petition.

#### **FINAL APPROVAL**

15. The approval of the Settlement by the Court shall be considered final ("Final Approval") upon the later of: (a) the expiration of the time for the filing or noticing of an appeal, petition for review, writ of certiorari or motion for reargument or rehearing from the Court's Order and Final Judgment approving the material terms of the Settlement or any appeal

therefrom, without such appeal, petition, writ or motion having been made; (b) the date of final affirmance of the Court's Order and Final Judgment on any appeal, petition for review, writ of certiorari or motion for reargument or rehearing; or (c) the final dismissal of any appeal, petition for review, writ of certiorari or motion for reargument or rehearing; provided, however, and notwithstanding any provision to the contrary in this Stipulation, that Final Approval shall not be in any way conditioned upon (and the Settlement is expressly not conditioned upon) the approval of attorneys' fees, costs and expenses of Plaintiff's counsel as provided in paragraphs 17 through 25 of this Stipulation or subject to the resolution of any appeal related thereto.

#### **STAY OF PROCEEDINGS**

16. Pending Final Approval of the Settlement in this Court, the Parties agree to stay the proceedings in the Action and any other related proceedings and not to initiate or otherwise pursue any proceedings other than those incident to the Settlement itself. Plaintiff and her counsel agree, and the Releasing Persons shall be deemed by operation of law to have agreed, that they will not institute, commence, prosecute, instigate or in any way participate in the institution, commencement, prosecution or instigation of any Released Claim (including any Unknown Claim), nor will they otherwise pursue any Released Claim (including any Unknown Claim) in any way. Plaintiff, her counsel and any Releasing Person will be barred and estopped from taking any action inconsistent with the foregoing sentence or from seeking to lift any stay of the Action for any purpose other than as necessary to obtain Final Approval (as defined below) of the Settlement and dismissal with prejudice of the Action. The Parties and their counsel also agree to take all necessary action to prevent, stay or seek dismissal of or oppose entry of any interim or final relief in favor of any member of the Class in any other litigation against any of the Released Persons that challenges the Settlement, the Merger (including the



Merger Agreement and any public disclosures, statements or filings made in connection therewith) or otherwise involves or relates to any Released Claims (including any Unknown Claims).

### **ATTORNEYS' FEES**

17. Plaintiff and her counsel agree and confirm that any and all requests for reasonable attorneys' fees and expenses (including costs, disbursements and expert and consulting fees) (collectively, the "Fees and Expenses") in connection with the Action or the Settlement will be brought in one consolidated application to be filed in the Court (the "Fee Application"), and Plaintiff and her counsel hereby agree that they shall be barred and estopped from seeking any separate award of Fees and Expenses in connection with the Action or the Settlement outside of the Fee Application. Furthermore, the Fee Application provided for in this paragraph shall be the sole application for fees, costs or any expense or reimbursement in connection with any stockholder litigation brought by or on behalf of any member of the Class, or any of their respective attorneys, agents, experts, advisors or representatives, arising from or relating to the Merger, the Merger Agreement, the Preliminary Proxy, the Proxy, the Form 8-K, the Further Disclosures or any drafts, versions, amendments, supplements or modifications to any of the foregoing, or any other public disclosures, statements or filings made or to be made in connection with or regarding the Merger, the Merger Agreement or any of the transactions contemplated thereby, including the Merger.

18. After negotiating the substantive terms of this Stipulation, the Parties have negotiated an aggregate award of up to \$270,000 for Fees and Expenses to be paid to Plaintiff's counsel in connection with their efforts in the Action, subject to the terms and conditions of this Stipulation. Plaintiff and Plaintiff's counsel agree not to submit a Fee Application seeking Fees

and Expenses in excess of \$270,000, and Defendants agree not to oppose an award of Fees and Expenses to the extent that it does not exceed \$270,000. The Parties further agree that if the Court awards an amount of Fees and Expenses that is less than \$270,000 individually or in the aggregate, Plaintiff and Plaintiff's counsel will accept the amount awarded by the Court. For the avoidance of doubt, if the Court determines not to award Fees and Expenses or awards an amount of Fees and Expenses that is less than \$270,000, neither the Plaintiff nor her counsel shall appeal such a determination. Defendants reserve all rights to oppose any Fee Application for Fees and Expenses exceeding \$270,000 and/or any additional application for Fees and Expenses aside from the Fee Application.

19. Defendants have agreed that, subject to the Court's approval, Symetra (or its or the Symetra Board's insurer(s) or Symetra's successors-in-interest) will pay or cause to be paid to Plaintiff's counsel, on behalf of and for the benefit of all Defendants, such Fees and Expenses as are awarded by the Court within ten (10) business days of the entry of the Order and Final Judgment approving the Settlement and dismissing the Action on the merits with prejudice, even though such order may be subject to appeal.

20. It shall be the joint and several obligation of each of Plaintiff's counsel to refund to Symetra (or its or the Symetra Board's insurer(s) or Symetra's successors-in-interest) any Fees and Expenses paid (or, in the case of an order modifying the Fees and Expenses award, any portion thereof) within ten (10) business days of the entry of any order reversing, vacating or modifying the Order and Final Judgment or any award of Fees and Expenses, even though such order may be subject to further appeal.

21. None of the Released Persons (or their insurer(s)) shall bear any expenses, costs, damages or fees alleged, incurred or alleged to have been incurred by Plaintiff, any member of

the Class or any of their respective attorneys, agents, experts, advisors or representatives, except as ordered pursuant to an award of Fees and Expenses from this Court.

22. Neither the resolution of nor any ruling regarding any request for an award of Fees and Expenses shall be a precondition to the Settlement or to the dismissal with prejudice of any of the Actions. The Parties agree that the Court may consider and rule upon the fairness, reasonableness and adequacy of the Settlement independently of any award of Fees and Expenses. Notwithstanding anything in this Stipulation to the contrary, the effectiveness of the releases set forth in paragraphs 3 through 6 and the other obligations of the Parties under this Stipulation and the Settlement (except with respect to the payment of Fees and Expenses) shall not be conditioned upon or subject to the resolution of any appeal that relates to the issue of any application for an award of Fees and Expenses.

23. Defendants and their counsel shall have no responsibility for, and no liability whatsoever with respect to, any fee allocation among Plaintiff's counsel.

24. Plaintiff's counsel warrants that no portion of any award of Fees and Expenses shall be paid to any Plaintiff or any Class member, except as approved by the Court.

25. No fees or expenses shall be paid to Plaintiff's counsel pursuant to the Settlement in the absence of the Court's entry of the Final Order and Judgment, including a complete release of all Released Claims (including Unknown Claims) against all Released Persons, in substantially the form found in this Stipulation.

### **COOPERATION**

26. The Parties and their respective counsel agree to cooperate fully with one another in seeking Court approval of the Settlement and to use their best efforts to effect, take or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective, as promptly as practicable, the Settlement (including, but not limited to, using their efforts to resolve any objections raised to the Settlement) and the dismissal of the Action with prejudice and without costs to any Party (except as provided for herein).

27. Without further order of the Court, the Parties may agree to reasonable extensions of time not expressly set forth by the Court in order to carry out any provision of this Stipulation.

28. If any claims that are or would be subject to the release and dismissal contemplated by this Stipulation are asserted against any of the Released Persons in any court prior to Final Approval of the Settlement, Plaintiff and her counsel shall join, if requested by any Defendant, in any motion to dismiss or stay such proceedings and otherwise shall use their best efforts to cooperate with Defendants to effect a withdrawal or dismissal with prejudice of the claims.

### **RETURN OR DESTRUCTION OF DOCUMENTS**

29. As set forth in the correspondence with Plaintiff's counsel on November 13, 2015, Plaintiff and her counsel agree that following the Court's resolution of the motion to approve the settlement (including any appeals, if applicable), Plaintiff's counsel will destroy all copies (hard copy or electronic) of all confirmatory discovery materials, and certify such to Symetra's counsel.

**STIPULATION IS NOT AN ADMISSION**

30. The existence of this Stipulation, its contents and any negotiations, statements or proceedings in connection therewith will not be argued to be, and will not be deemed to be, a presumption, concession or an admission by any Released Person or any other person of any breach of fiduciary duty, breach of any securities law, fault, liability or other wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, including any disclosure violations or other violations, in connection with the Merger, the Merger Agreement, the Preliminary Proxy, the Proxy, the Form 8-K, the Further Disclosures or any drafts, versions, amendments, supplements or modifications to any of the foregoing, or any other public disclosures, statements or filings made or to be made in connection with or regarding the Merger, the Merger Agreement or any of the transactions contemplated thereby, including the Merger; or that Plaintiff or Plaintiff's counsel, any member of the Class or any other person have suffered any damage attributable in any manner to any of the Released Persons. Nor shall the existence of this Stipulation and its contents or any negotiations, statements or proceedings in connection therewith be construed as a presumption, concession or admission by Plaintiff, any member of the Class or Plaintiff's counsel of any lack of merit of the Released Claims. In the event that this Settlement and/or this Stipulation is terminated, nullified or avoided, nothing in this Stipulation shall be interpreted so as to waive, forfeit or otherwise estop Defendants from continuing to pursue any position Defendants have asserted formally or informally in court filings or other communications, or have not asserted, including, but not limited to, any positions taken with respect to jurisdiction, venue, discovery, class certification, the propriety of expedited proceedings or discovery or the availability or propriety of injunctive relief, in the Action or any other litigation concerning the Merger. The existence of the Stipulation, its contents or any

negotiations, statements or proceedings in connection therewith shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal or administrative, except as may be necessary to enforce, or obtain Final Approval of, the Settlement. For the avoidance of doubt, Defendants' position continues to be that all challenges to, or in any way related to, the Merger belong in a Delaware court; that all challenges to, or in any way related to, the Merger brought in any court are meritless in all respects and should be dismissed; and that accordingly no injunctive relief, expedited proceedings or discovery would be warranted.

31. Notwithstanding the foregoing paragraph 30, any of the Released Persons may file the Stipulation, or any judgment or order of the Court related thereto, in any action brought against them in order to support any and all defenses or counterclaims based on principles of release, waiver, forfeiture, judgment bar or reduction, good faith settlement, estoppel and/or *res judicata*, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. Plaintiff also may refer to and utilize the Stipulation in connection with any application for an award of Fees and Expenses as agreed herein. Paragraphs 30 and 31 shall remain in force in the event that the Settlement and/or the Stipulation is terminated, nullified or avoided.

#### **NO WAIVER**

32. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party.

33. No waiver, express or implied, by any Party of any breach or default in the performance by any other Party of its obligations under this Stipulation shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Stipulation.

#### **AUTHORITY**

34. This Stipulation will be executed by counsel to the Parties to the Action, each of whom represents and warrants that he or she has been duly authorized and empowered to execute this Stipulation on behalf of such Party, and that it shall be binding on such Party in accordance with its terms.

#### **SUCCESSORS AND ASSIGNS**

35. This Stipulation is and shall be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, agents, executors, administrators, heirs, transferees, successors and assigns, including, without limitation, any corporation, partnership or other entity into or with which any Party hereto may merge or otherwise consolidate.

#### **GOVERNING LAW AND FORUM**

36. This Stipulation (and any dispute arising out of or relating in any way to the Stipulation, whether in contract, tort or otherwise) shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to conflict of laws principles. Each of the Parties to this Stipulation: (a) irrevocably submits to the personal jurisdiction of this Court, as well as to the jurisdiction of all courts to which an appeal may be taken from this Court, in any suit, action or proceeding arising out of or relating to this Stipulation; (b) agrees that all claims in respect of such suit, action or proceeding shall be brought, heard and determined exclusively in this Court; (c) agrees that it shall not attempt to deny or defeat such

personal jurisdiction by motion or other request for leave from the Court; (d) agrees not to bring any action or proceeding arising out of or relating to this Stipulation in any other court; and (e) expressly waives, and agrees not to plead or to make, any claim that any such action or proceeding is subject (in whole or in part) to a jury trial. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding properly brought in accordance with this paragraph; *provided, however*, that nothing herein shall be interpreted as a waiver of the right by any Party to enforce the terms of this paragraph by bringing any *forum non conveniens* motion or motion to dismiss in any action not properly brought in accordance with this paragraph. Each of the Parties further agrees to waive any bond, surety or other security that might be required of any other Party with respect to any such action or proceeding, including any appeal thereof. Each of the Parties further consents and agrees that process in any such suit, action or proceeding may be served on such Party by certified mail, return receipt requested, addressed to such Party or such Party's registered agent in the state of its incorporation or organization, or in any other manner provided by law.

#### **RIGHT TO INJUNCTIVE RELIEF**

37. The Parties acknowledge and agree that: (a) any breach of this Stipulation may result in immediate and irreparable injury for which there is no adequate remedy available at law; and (b) in addition to any other remedies available, specific performance and injunctive relief are appropriate remedies to compel performance of the provisions of this Stipulation.



### **WARRANTY**

38. Plaintiff and her counsel represent and warrant that: (a) Plaintiff was a Symetra stockholder at all relevant times and continues to hold stock in Symetra through the date of the execution of the Stipulation and, upon request by any Defendant, shall promptly provide written proof thereof; and (b) none of Plaintiff's claims or causes of action referred to in the Action, in any of the complaints challenging the Merger or in this Stipulation, or any claims Plaintiff could have alleged (such as any Released Claim, including any Unknown Claim), have been assigned, encumbered or in any manner transferred in whole or in part.

### **INTERPRETATION**

39. This Stipulation will be deemed to have been mutually prepared by the Parties and will not be construed against any of them by reason of authorship.

40. Section and/or paragraph titles have been inserted for convenience only and will not be used in determining the terms of this Stipulation.

41. The terms and provisions of this Stipulation are intended solely for the benefit of the Parties, the Released Persons, the Class and their respective successors and permitted assigns, and are not intended to confer third-party beneficiary rights or remedies upon any other person or entity.

### **AMENDMENTS**

42. This Stipulation may not be amended, changed, waived, discharged or terminated (except as explicitly provided herein), in whole or in part, except by an instrument in writing signed by the Party against whom enforcement of such amendment, change, waiver, discharge or termination is sought.

### COUNTERPARTS

43. This Stipulation may be executed in any number of actual, telecopied or electronically mailed counterparts, and by each of the different Parties on several counterparts, each of which when so executed and delivered will be an original. This Stipulation will become effective when the actual, telecopied or electronically mailed counterparts have been signed by each of the Parties and delivered to the other Parties. The executed signature page(s) from each actual, telecopied or electronically mailed counterpart may be joined together and attached and will constitute one and the same instrument.

### MISCELLANEOUS PROVISIONS

44. Each of the Parties represents and warrants that such Party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, as the Party and its counsel deems necessary and advisable. Each of the Parties represents and warrants that the terms of the Stipulation and the Settlement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel. In entering into this Stipulation and this Settlement, the Plaintiff, on behalf of herself and all other Releasing Persons, assumes the risk of any mistake of fact or law if any Plaintiff or other Releasing Person should later discover that any fact they relied upon in entering into this Stipulation and the Settlement was not true, or that their understanding of the facts or law was not correct. In such event the Plaintiff or other Releasing Person shall not be entitled to seek rescission of this Stipulation or the Settlement, or otherwise attack the validity of the Stipulation or the Settlement, based on any such mistake. This

Stipulation and this Settlement are intended to be final and binding upon Plaintiff and all other Releasing Persons regardless of any mistake of fact or law.

45. To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation.

46. Nothing in this Stipulation or the negotiations or proceedings related hereto is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege or work product immunity.

February 2, 2016

**[Signature Pages Follow]**

**Corr Cronin Michelson  
Baumgardner Fogg & Moore LLP**

By *David B. Edwards*  
Steven W. Fogg, WSBA No. 23528  
David B. Edwards, WSBA No. 44680  
1001 Fourth Avenue, Suite 3900  
Seattle, WA 98154-1051  
Telephone: (206) 625-8600  
Fax: (206) 625-090  
Email: sfogg@corrchronin.com  
Email: dedwards@corrchronin.com

Peter Kazanoff  
Joshua Slocum  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Telephone: (212) 455-2000  
Fax: (212) 455-2502  
Email: pkazanoff@stblaw.com  
Email: jslocum@stblaw.com

*Attorneys for Defendants Sumitomo Life  
Insurance Company  
and SLIC Financial Corporation*

**Keller Rohrback LLP**

By \_\_\_\_\_  
Karin B. Swope, WSBA #24015  
1201 Third Avenue, Suite 3200  
Seattle, Washington 98101  
Telephone: (206) 428-0561  
Fax: (206) 623-3384  
kswope@kellerrohrback.com

Gustavo F. Bruckner (Admitted Pro Hac Vice)  
Pomerantz LLP  
600 Third Avenue  
New York, NY 10016  
Telephone: (212) 661-1100  
Fax: (212) 661-8665

*Attorneys for Plaintiff*

STIPULATION AND AGREEMENT  
OF COMPROMISE, SETTLEMENT  
AND RELEASE - 28

**Davis Wright Tremaine LLP**

By \_\_\_\_\_  
Stephen M. Rummage, WSBA # 11168  
Brendan T. Mangan, WSBA # 17231  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101-3045  
Tel: (206) 757-8136  
Fax: (206) 757-7136  
Email: steverummage@dwt.com  
Email: brendanmangan@dwt.com

Sandra C. Goldstein  
Michael A. Paskin  
Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019-7475  
Telephone: (212) 474-1000  
Fax: (212) 474-3700  
Email: mpaskin@cravath.com  
Email: sgoldstein@cravath.com

*Attorneys for Defendants Symetra Financial  
Corporation, Lowndes A. Smith, Peter S.  
Burgess, David T. Foy, Lois W. Grady, Sander  
M. Levy, Robert R. Lusardi, and Thomas M.  
Marra*

**Corr Cronin Michelson  
Baumgardner Fogg & Moore LLP**

By \_\_\_\_\_  
Steven W. Fogg, WSBA No. 23528  
David B. Edwards, WSBA No. 44680  
1001 Fourth Avenue, Suite 3900  
Seattle, WA 98154-1051  
Telephone: (206) 625-8600  
Fax: (206) 625-090  
Email: sfogg@corrchronin.com  
Email: dedwards@corrchronin.com

Peter Kazanoff  
Joshua Slocum  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Telephone: (212) 455-2000  
Fax: (212) 455-2502  
Email: pkazanoff@stblaw.com  
Email: jslocum@stblaw.com

*Attorneys for Defendants Sumitomo Life  
Insurance Company  
and SLIC Financial Corporation*

**Keller Rohrback LLP**



By \_\_\_\_\_  
Karin B. Swope, WSBA #24015  
1201 Third Avenue, Suite 3200  
Seattle, Washington 98101  
Telephone: (206) 428-0561  
Fax: (206) 623-3384  
kswope@kellerrohrback.com

Gustavo F. Bruckner (Admitted Pro Hac Vice)  
Pomerantz LLP  
600 Third Avenue  
New York, NY 10016  
Telephone: (212) 661-1100  
Fax: (212) 661-8665

*Attorneys for Plaintiff*

**Davis Wright Tremaine LLP**

By \_\_\_\_\_  
Stephen M. Rummage, WSBA # 11168  
Brendan T. Mangan, WSBA # 17231  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101-3045  
Tel: (206) 757-8136  
Fax: (206) 757-7136  
Email: steverummage@dwt.com  
Email: brendanmangan@dwt.com

Sandra C. Goldstein  
Michael A. Paskin  
Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019-7475  
Telephone: (212) 474-1000  
Fax: (212) 474-3700  
Email: mpaskin@cravath.com  
Email: sgoldstein@cravath.com

*Attorneys for Defendants Symetra Financial  
Corporation, Lowndes A. Smith, Peter S.  
Burgess, David T. Foy, Lois W. Grady,  
Sander M. Levy, Robert R. Lusardi, and  
Thomas M. Marra*

**Corr Croinin Michelson  
Baumgardner Fogg & Moore LLP**

By \_\_\_\_\_  
Steven W. Fogg, WSBA No. 23528  
David B. Edwards, WSBA No. 44680  
1001 Fourth Avenue, Suite 3900  
Seattle, WA 98154-1051  
Telephone: (206) 625-8600  
Fax: (206) 625-090  
Email: sfogg@correronin.com  
Email: dedwards@correronin.com

Peter Kazanoff  
Joshua Slocum  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Telephone: (212) 455-2000  
Fax: (212) 455-2502  
Email: pkazanoff@stblaw.com  
Email: jslocum@stblaw.com

*Attorneys for Defendants Sumitomo Life  
Insurance Company  
and SLIC Financial Corporation*

**Keller Rohrback LLP**

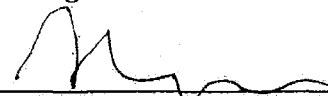
By \_\_\_\_\_  
Karin B. Swope, WSBA #24015  
1201 Third Avenue, Suite 3200  
Seattle, Washington 98101  
Telephone: (206) 428-0561  
Fax: (206) 623-3384  
kswope@kellerrohrback.com

Gustavo F. Bruckner (Admitted Pro Hac Vice)  
Pomerantz LLP  
600 Third Avenue  
New York, NY 10016  
Telephone: (212) 661-1100  
Fax: (212) 661-8665

*Attorneys for Plaintiff*

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**Davis Wright Tremaine LLP**

By  \_\_\_\_\_  
Stephen M. Rummage, WSBA # 11168  
Brendan T. Mangan, WSBA # 17231  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101-3045  
Tel: (206) 757-8136  
Fax: (206) 757-7136  
Email: steverummage@dwt.com  
Email: brendanmangan@dwt.com

Sandra C. Goldstein  
Michael A. Paskin  
Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019-7475  
Telephone: (212) 474-1000  
Fax: (212) 474-3700  
Email: mpaskin@cravath.com  
Email: sgoldstein@cravath.com

*Attorneys for Defendants Symetra Financial  
Corporation, Lowndes A. Smith, Peter S.  
Burgess, David T. Foy, Lois W. Grady, Sander  
M. Levy, Robert R. Lusardi, and Thomas M.  
Marra*