

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

NOTICE OF PENDENCY OF
CLASS ACTION, PROPOSED
CLASS ACTION
DETERMINATION, PROPOSED
SETTLEMENT OF CLASS
ACTION, SETTLEMENT
HEARING AND RIGHT TO
APPEAR

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED
CLASS ACTION DETERMINATION, PROPOSED SETTLEMENT OF
CLASS ACTION, SETTLEMENT HEARING AND
RIGHT TO APPEAR**

TO: ALL RECORD AND BENEFICIAL OWNERS OF COMMON STOCK OF SYMETRA FINANCIAL CORPORATION (“SYMETRA”) WHO OWNED SHARES OF SYMETRA COMMON STOCK AT ANY TIME DURING THE PERIOD BEGINNING ON AUGUST 11, 2015, AND ENDING ON FEBRUARY 1, 2016, 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.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS OR ADEQUACY OF THE PROPOSED SETTLEMENT OR PURSUING THE RELEASED CLAIMS AND UNKNOWN CLAIMS (AS DEFINED HEREIN).

IF, AT ANY TIME BETWEEN AUGUST 11, 2015, AND FEBRUARY 1, 2016, YOU HELD SYMETRA COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANINGS SET FORTH IN THE STIPULATION AND AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE DATED FEBRUARY 2, 2016, AND FILED WITH THE COURT IN THE ABOVE-CAPTIONED LITIGATION ON FEBRUARY 2, 2016.

PURPOSE OF NOTICE

Pursuant to an Order Preliminarily Approving Settlement and Providing for Notice entered by the Superior Court of the State of Washington (the "Court") dated February 12, 2016 (the "Preliminary Approval Order"), this Notice is to inform you of: (a) the proposed settlement (the "Settlement") of the above-captioned lawsuit (the "Action"), as provided for in a Stipulation and Agreement of Compromise, Settlement and Release dated February 2, 2016 (the "Stipulation"); and (b) your right to participate in a hearing (the "Settlement Hearing") to be held on May 10, 2016, at 8:30 a.m., before the Court at the King County Courthouse, 516 3rd Avenue, Seattle, Washington 98104, to: (i) determine whether the Settlement should be finally approved by the Court as fair, reasonable and adequate and in the best interests of Plaintiff (as defined below) and the Class (as defined below); (ii) determine whether an Order and Final Judgment should be entered pursuant to the Stipulation dismissing the Action with prejudice as against the plaintiff to the Action (the "Plaintiff") and the Class (as defined below) and effectuating the releases described below; (iii) consider any request by Plaintiff's counsel for an award of Fees and Expenses; (iv) hear and determine any objections to the Settlement or to any request of Plaintiff's counsel for an award of Fees and Expenses; and (v) rule on such other matters as the Court may deem appropriate.

The Action concerns allegations that the members of the Board of Directors (the "Board") of Symetra breached their fiduciary duties in connection with the acquisition of Symetra by Sumitomo Life Insurance Company ("Sumitomo") and Symetra's subsequent disclosures concerning the sale process, and that Sumitomo and a Sumitomo subsidiary aided and abetted those alleged breaches.

The Court has determined that the Action shall be provisionally maintained, pending final Court approval, as a non-opt-out class action pursuant to Rules 23(a) and 23(b)(1) and (b)(2) of the Washington Superior Court Civil Rules on behalf of a class consisting 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, and ending on 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 to the Action (“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.

This Notice describes the rights you may have in the Action and pursuant to the Settlement and what steps you may, but are not required to, take in relation to the Settlement. If the Court approves the Settlement, the parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Action with prejudice in accordance with the terms of the Stipulation. If you are a Class member, you will be bound by any judgment entered in the Action whether or not you actually receive this Notice. You may not opt out of the Class.

THE FOLLOWING RECITATIONS DO NOT CONSTITUTE FINDINGS OF THE COURT. THEY ARE BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

BACKGROUND OF THE ACTION

On August 11, 2015, Symetra announced that the Symetra board of directors had 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 Symetra. Pursuant to the Merger Agreement, the holder of each outstanding share of Symetra common stock was entitled to receive \$32.00 per share of common stock as well as a special cash dividend of \$.50 per share of Symetra common stock, for a total combined transaction consideration of \$32.50 per share.

Also 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.

Following the merger announcement, 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. Plaintiff alleged, among other things, that: (a) the members of the Symetra board breached their fiduciary duties in connection with the proposed merger, and (b) Sumitomo and its affiliate aided and abetted the Symetra board in its alleged breaches of fiduciary duty. Plaintiff sought, among other things, injunctive relief and damages.

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.

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).

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.

On September 30, 2015, Symetra filed with the SEC a definitive proxy statement on Schedule 14A (the “Proxy”), in which Symetra, among other things, announced that a stockholder meeting to vote on the Merger would be held on November 5, 2015.

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

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 a claim against the Individual Defendants for breach of the fiduciary duty of disclosure. 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.

In October 2015, Defendants engaged in arm’s-length negotiations regarding the allegations made by Plaintiff and a potential resolution of the Action. In connection with such discussions and negotiations, the Parties negotiated various supplemental disclosures to be provided prior to the stockholder vote on the Merger (the “Further Disclosures”) in order to resolve the matter.

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. The Further Disclosures were reflected in Exhibit A to the MOU. 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. On October 28, 2015, as contemplated by the MOU, Symetra filed with the SEC a Current Report on Form 8-K (available at <https://www.sec.gov/Archives/edgar/data/1403385/000095015715001254/form8k.htm>) (the “Form 8-K”) which contained the Further Disclosures.

On November 5, 2015, Symetra’s shareholders approved the Merger by way of a stockholder vote.

On February 2, 2016, the executed Stipulation was filed with the Court.

On February 12, 2016, the Court entered the Preliminary Approval Order.

THE SETTLEMENT

In consideration for the full settlement and release of the Released Claims and Unknown Claims (defined below) and the dismissal of the Action, on October 28, 2015, Symetra filed with the SEC the Form 8-K, which contained the Further Disclosures. The Further Disclosures included, but are not limited to, additional information concerning the confidentiality agreements entered between certain parties and Symetra and certain data, inputs, methodologies and analyses underlying the work done by Morgan Stanley & Co. LLC (“Morgan Stanley”), the financial advisor to Symetra’s board.

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 the Further Disclosures. Plaintiff’s counsel proposed, reviewed, commented on and approved the Further Disclosures.

All costs of providing this Notice to members of the Class will be paid by Symetra or its successor in interest, and in no event shall any member of the Class be responsible for any notice costs or expenses. The Settlement does not affect the form or amount of consideration received by Symetra stockholders and Class members in the Merger.

REASONS FOR THE SETTLEMENT

Plaintiff’s counsel has conducted a thorough investigation of the claims and allegations asserted in the Action, as well as the underlying events relevant to the Action, including:

- (a) reviewing public and non-public documents concerning Symetra, Sumitomo and the Merger, including documents produced by Symetra in response to requests served by Plaintiff’s counsel;
- (b) conducting an analysis of those documents with the assistance of their retained expert; and
- (c) conducting a sworn deposition of Thomas M. Marra, Symetra’s President and Chief Executive Officer and a member of the Board.

In evaluating the Settlement, Plaintiff and her counsel have considered: (a) the substantial benefits to the members of the Class from the Settlement; (b) the facts developed during Plaintiff’s investigation and discovery; (c) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (d) the probability of success on the merits and the allegations contained in the Action; (e) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation; and (f) the conclusion of Plaintiff’s counsel that the terms and conditions of the Settlement are fair, reasonable, adequate and in the best interests of Plaintiff and the Class.

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.

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

CLASS ACTION DETERMINATION

The Court has ordered that, for the purpose of settlement only, the Action is provisionally certified as a class action pursuant to Rules 23(a) and 23(b)(1) and (b)(2) of the Washington Superior Court Civil Rules, with the Class defined as set forth above. Inquiries or comments about the Settlement may be directed to the attention of Plaintiff's counsel as follows:

Gustavo F. Bruckner
Pomerantz LLP
600 Third Avenue
New York, NY 10016

SETTLEMENT HEARING

The Settlement Hearing is scheduled to be held on May 10, 2016, at 8:30 a.m., before the Court at the King County Courthouse, 516 3rd Avenue, Seattle, Washington 98104, to:

(a) determine whether, for settlement purposes only, the Court's provisional certification of the Class pursuant to Rules 23(a) and 23(b)(1) and (b)(2) of the Washington Superior Court Civil Rules and its provisional designation of a Class Representative and Class Counsel should be made final; (b) determine whether the Settlement should be finally approved by the Court as fair, reasonable and adequate and in the best interests of Plaintiff and the Class; (c) determine whether an Order and Final Judgment should be entered pursuant to the Stipulation dismissing the Action with prejudice; (d) consider any request by Plaintiff's counsel for an award of Fees and Expenses in accordance with the Stipulation; (e) hear and determine any objections to the Settlement or to any request of Plaintiff's counsel for an award of Fees and Expenses; and (f) rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn the Settlement Hearing or any part thereof, including consideration of any request for Fees and Expenses, without further notice of any kind to members of the Class other than oral announcement at the Settlement Hearing or any adjournment thereof.

If the Settlement is approved by the Court following the Settlement Hearing, an Order and Final Judgment shall be entered as described in the Stipulation.

RIGHT TO APPEAR AND OBJECT

Any member of the Class who objects to the Settlement, the Order and Final Judgment to be entered in the Action and/or any award of Fees and Expenses requested by Plaintiff's counsel, or who otherwise wishes to be heard, may appear in person or by his or her attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person shall be heard and no papers, briefs, pleadings or other documents submitted by any person shall be considered by the Court unless, no later than fourteen (14) calendar days before the Settlement Hearing, such person files with the Court and serves upon counsel listed below: (a) a written notice of its or its counsel's intention to appear, (b) proof of membership in the Class, and (c) a detailed written statement of such person's objections to any matters before the Court, as well as all documents or writings such person desires the Court to consider. Service may be made by hand or by overnight mail upon the following counsel of record:

COUNSEL FOR PLAINTIFF

Gustavo F. Bruckner
Pomerantz LLP
600 Third Avenue
New York, NY 10016

COUNSEL FOR SYMETRA AND THE DIRECTOR DEFENDANTS

Sandra C. Goldstein
Michael A. Paskin
Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019-7475

Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement or to the Order and Final Judgment to be entered, or to any award of Fees and Expenses, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described above. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising any objection in this Action or any other action or proceeding relating to the Merger. Members of the Class or their counsel are not required to appear at the Settlement Hearing or take any other action to indicate their approval of the Settlement.

Any Class member who does not object to the Settlement, the class action determination or the request for Fees and Expenses does not need to do anything at this time.

RELEASES

Upon Final Approval of the Settlement, Plaintiff and each and every member of the Class, 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 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 the 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 arising out of or relating in any way to the negotiation or execution of the MOU or the Stipulation (collectively, the “Released Claims”).

The Released Claims 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 the Stipulation.

The term “Released Persons” includes all Defendants in the Action and, for the avoidance of doubt, includes 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, stockholders, shareholders, members, principals, managers, representatives, employees, attorneys, insurers, financial or investment advisors, consultants, accountants, investment bankers (including, for the avoidance of doubt, Morgan Stanley 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 is a Party to the Stipulation.

Upon Final Approval of the Settlement, the Released Persons shall be deemed to have, and by operation of the Final Approval 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 the Stipulation and the Settlement.

The releases described above extend to claims that the Released Persons and/or 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 waive and are deemed to have waived 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 are deemed to have relinquished, 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 waive and are deemed to have waived 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. Plaintiff has further acknowledged, and each and every Releasing Person and/or other Symetra stockholder by operation of law is 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 release described herein, 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 have acknowledged, and the members of the Class by operation of law are 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 the Stipulation and the Settlement.

INTERIM INJUNCTION

Pending final determination of whether the Settlement should be approved, all Releasing Persons are barred, enjoined and precluded from instituting, commencing, prosecuting, instigating or in any way participating in the institution, commencement, prosecution or instigation of any and all Released Claims (including any Unknown Claims), either directly, representatively, derivatively or in any other capacity against any Released Person.

APPLICATION FOR ATTORNEYS' FEES AND EXPENSES

Plaintiff's counsel intends to request that the Court award up to but not to exceed \$270,000 in Fees and Expenses (including costs, disbursements and expert and consulting fees) in connection with the Action, which shall be the only request for Fees and Expenses made with respect to the Action. Defendants have agreed not to oppose Plaintiff's counsel's request for Fees and Expenses to the extent that it does not exceed \$270,000.

Neither the resolution of nor any ruling regarding any petition for an award of Fees and Expenses in the Action shall be a precondition to the Settlement or to the dismissal with prejudice of the Action. The Court may consider and rule upon the fairness, reasonableness and adequacy of the Settlement independently of any award of Fees and Expenses. The Parties have agreed that any dispute regarding the allocation or division of any Fees and Expenses among Plaintiff's counsel shall have no effect on the Settlement.

ORDER AND FINAL JUDGMENT OF THE COURT

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable and adequate and in the best interests of Plaintiff and the Class, the Parties will jointly request that the Court enter an Order and Final Judgment, which will, among other things:

- (a) certify the Class for settlement purposes only and appoint a lead plaintiff and class counsel;
- (b) approve the Settlement and adjudge the terms thereof to be fair, reasonable, adequate and in the best interests of Plaintiff and the Class;
- (c) authorize and direct the performance of the Settlement in accordance with its terms and conditions and reserve jurisdiction to supervise the consummation of the Settlement provided herein and in the Stipulation;
- (d) dismiss the Action on the merits with prejudice and without costs to any Party, except as expressly provided in the Stipulation;
- (e) release Defendants and any other Released Parties from the Released Claims (including Unknown Claims) and permanently enjoin the members of the Class from commencing or maintaining any action on the basis of the Released Claims (including Unknown Claims); and
- (f) award Fees and Expenses to Plaintiff's counsel, should the Court deem such Fees and Expenses to be appropriate.

NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of Symetra at any time during the period from the close of business on August 11, 2015, through February 1, 2016, for the benefit of others are directed promptly to send this Notice to all of their respective beneficial owners. If additional copies of this Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

Symetra Shareholder Litigation Notice
Administrator
c/o KCC Class Action Services
P.O. Box 40008
College Station, TX 77842-4008
SymetraShareholderLitigation@kccllc.com

SCOPE OF THIS NOTICE

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, the claims and defenses which have been asserted by the Parties and the terms and conditions of the Settlement, including a complete copy of the Stipulation, members of the Class are referred to the Court. You or your attorney may examine the Court files during regular business hours of each business day at the Office of the Clerk, King County Superior Court, 516 Third Avenue, Seattle, Washington 98104. You may also contact Plaintiff's Counsel Gustavo F. Bruckner, Pomerantz LLP, 600 Third Avenue New York, NY 1001, for additional information regarding the Settlement or the Action.

DO NOT CALL OR WRITE THE COURT.

Dated: February 16, 2016