
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

October 12, 2015
Date of Report
(Date of earliest event reported)



GENWORTH FINANCIAL, INC.
(Exact name of registrant as specified in its charter)

Delaware
**(State or other jurisdiction of
incorporation or organization)**

001-32195
**(Commission
File Number)**

80-0873306
**(I.R.S. Employer
Identification No.)**

6620 West Broad Street, Richmond, VA
(Address of principal executive offices)

23230
(Zip Code)

(804) 281-6000
(Registrant's telephone number, including area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Chief Financial Officer Transition

On October 12, 2015, Martin P. Klein, Chief Financial Officer of Genworth Financial, Inc. (the “Company”), notified the Company that he intended to resign from his position in order to accept a senior leadership position with another financial services company. Subsequently Mr. Klein resigned his position effective October 15, 2015, and will remain with the Company in an advisory role through October 30, 2015.

On October 15, 2015, Kelly L. Groh was appointed Executive Vice President and Chief Financial Officer. Ms. Groh has been serving as the Company’s Controller and Principal Accounting Officer since May 2012, and will continue to serve in this role until such time as a successor is named. In connection with her appointment as Executive Vice President and Chief Financial Officer, Ms. Groh will receive an annual base annual salary of \$500,000 and an annual incentive target of 80% of her base salary.

Ms. Groh, age 47, has been the Company’s Controller and Principal Accounting Officer since May 2012. Ms. Groh served in the Company’s Investment organization as Senior Vice President of Investment Portfolio Management from December 2010 to May 2012. From August 2008 to December 2010, she served as the Chief Financial Officer of the Company’s previous Retirement and Protection segment. From July 2004 to August 2008, she served as Senior Vice President, Finance, which role included responsibility for varying periods of time over the Financial Planning and Analysis and the Investor Relations functions. From March 1996 until the Company’s initial public offering in 2004, Ms. Groh served in various finance capacities for predecessor companies, including GE Financial Assurance Holdings, Inc. Prior to joining the Company, Ms. Groh was employed by Price Waterhouse, LLP (now PriceWaterhouseCoopers, LLP) from September 1990 to March 1996. Ms. Groh received a B.A. in Business Administration (Accounting) from the University of Washington and graduated from The Executive Program at the Darden Graduate School of Business at the University of Virginia. Ms. Groh is a certified public accountant.

Retention Incentive Awards

On October 14, 2015, the Management Development and Compensation Committee of the Board of Directors of the Company approved cash-based retention incentive awards for certain key employees. Cash-based retention incentives awards of \$2,000,000 were awarded to each of the following named executive officers: Kevin D. Schneider and Daniel J. Sheehan. The cash-based retention incentives include certain restrictive covenants, including non-solicitation of customers, clients or employees during employment and for 12 months following any future separation of service from the company. The incentives are payable to these named executive officers 50% on December 31, 2016, and the remaining 50% on December 31, 2017, provided they are still employed by the Company on such dates, or earlier under certain limited circumstances including a termination of employment without “cause” or for “good reason” (as such terms are defined in the Company’s 2015 Key Employee Severance Plan), death or disability.

The form of Cash Retention Award Agreement is attached as Exhibit 10.1 to this Current Report and is incorporated herein by reference.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits.

<u>Number</u>	<u>Description</u>
10.1	Form of Cash Retention Award Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 15, 2015

GENWORTH FINANCIAL, INC.

By: /s/ Ward E. Bobitz

Ward E. Bobitz

Executive Vice President and General Counsel

2012 Genworth Financial, Inc.
Omnibus Incentive Plan
Cash Retention Award Agreement

Dear [Grantee Name]:

This Award Agreement and the 2012 Genworth Financial, Inc. Omnibus Incentive Plan (the "Plan") together govern your rights under this Award and set forth all of the conditions and limitations affecting such rights. Unless the context otherwise requires, capitalized terms used in this Award Agreement shall have the meanings ascribed to them in the Plan. If there is any inconsistency between the terms of this Award Agreement and the terms of the Plan, the Plan's terms shall supersede and replace the conflicting terms of this Award Agreement.

1. **Grant**. You are hereby granted a Cash-Based Award (the "Award") under the Plan, effective as of _____, 20____ (the "Grant Date"). The Award entitles you to receive from the Company an amount in cash equal to \$ _____, all in accordance with the terms and conditions of this Award Agreement, the Plan, and any rules and procedures adopted by the Committee.
2. **Vesting and Payment Dates**: The Award shall not provide you with any rights or interests therein until the Award vests. The Award will vest _____, and _____ (each, a "Vesting Date"), and the vested portion will be paid within 30 days of the respective Vesting Date, provided you have continued in the service of the Company or one of its Affiliates through such Vesting Date.
3. **Treatment of Award Upon Termination of Employment and Other Events**. If your service with the Company and its Affiliates terminates for any reason other than as set forth below, and you and the Company have not entered into a written agreement explicitly providing otherwise in accordance with rules and procedures adopted by the Committee, then the Award shall immediately expire upon such termination.
 - a. **"Qualified Termination" of Employment**. If your service with the Company and its Affiliates terminates as a result of a "Qualified Termination" (as such term or similar term is defined in the Company's 2015 Key Employee Severance Plan or any successor plan), then the Award shall immediately vest and become payable within 30 days following such termination.
 - b. **Employment Termination Due to Death**. If your service with the Company and its Affiliates terminates as a result of your death, then the Award shall immediately vest and become payable within 30 days following such termination.
 - c. **Termination for Total Disability**. If your service with the Company and its Affiliates terminates as a result of your Disability, then the Award shall immediately vest and become payable within 30 days following such termination. For purposes of this Award Agreement, "Disability" shall mean a permanent disability that would make you eligible for benefits under the long-term disability program maintained by the Company or any of its Affiliates (without regard to any time period during which the disabling condition must exist) or in the absence of any such program, such meaning as the Committee shall determine.
 - d. **Employment Termination Due to Transfer of Business to Successor Employer**. If your service with the Company and its Affiliates terminates as a result of your immediate

employment by a successor employer to which the Company has transferred a business operation, then the Award shall continue to vest and become payable on the Vesting Dates; *provided, however*, if your service with the successor employer terminates as a result of a “Qualified Termination” (as such term or similar term is defined in the Company’s 2015 Key Employee Severance Plan or any successor plan), then the Award shall immediately vest and become payable within 30 days following such termination.

4. **Change of Control**. Notwithstanding anything herein to the contrary:
 - a. Upon the occurrence of a Change of Control in which the Successor Entity fails to Assume and Maintain this Award, the Award shall fully vest as of the effective date of the Change of Control and shall be paid to you within 30 days following the effective date of the Change of Control.
 - b. Upon the occurrence of a Change of Control in which the Successor Entity Assumes and Maintains this Award, the Award shall remain outstanding and shall continue to vest and become payable on the Vesting Dates; *provided, however*, if your service with the Successor Entity terminates as a result of a “Qualified Termination” (as such term or similar term is defined in the Company’s 2015 Key Employee Severance Plan or any successor plan), then the Award shall immediately vest and become payable within 30 days following such termination.
5. **Restrictive Covenants**. In consideration of the Company’s promises contained in this Award Agreement, you agree to the following:
 - a. **Non-Disparagement**. Subject to any obligations you may have under applicable law, you will not make or cause to be made any statements that disparage, are inimical to, or damage the reputation of the Company or any of its Affiliates, agents, officers, directors or employees. Nothing in this section, however, shall limit your ability to provide truthful testimony or information in response to a subpoena or court order, or in connection with an investigation by a government agency.
 - b. **Non-Solicitation of Customers or Clients**. Unless waived in writing by the most senior Human Resources officer of the Company, you will not, during your employment with the Company and for a period of 12 months following the cessation of your employment with the Company and its Affiliates, for any reason, directly or indirectly, solicit or contact any of the customers or clients of the Company with whom you had material contact during your employment, regardless of the location of such customers or clients, for the purpose of engaging in, providing, marketing, or selling any services or products that are competitive with the services and products being offered by the Company.
 - c. **Non-Solicitation of Company Employees**. Unless waived in writing by the most senior Human Resources officer of the Company, you will not, during your employment with the Company and for a period of 12 months following the cessation of your employment with the Company and its Affiliates, for any reason, directly or indirectly, solicit or encourage any director, agent or employee of the Company to terminate his or her employment or other engagement with the Company.
6. **Release Required**. Any payment of this Award shall only be payable if you execute, deliver to the Company and do not revoke, in a form acceptable to and provided by the Company, a full general release of all claims of any kind whatsoever that you have or may have against the Company and its officers, directors and employees, known or unknown, arising on or before the date on which you execute such release. Such release must be executed and all revocation periods shall have expired prior to any payment of this Award; failing which all payments of this Award shall be forfeited.

7. **Tax Withholding**. The Company shall have the power and the right to deduct or withhold, or require you or your beneficiary to remit to the Company, an amount in cash sufficient to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Award Agreement.
8. **Nontransferability**. This Award may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated (“**Transfer**”), other than by will or by the laws of descent and distribution, except as provided in the Plan. If any prohibited Transfer, whether voluntary or involuntary, of this Award is attempted to be made, or if any attachment, execution, garnishment, or lien shall be attempted to be issued against or placed upon the Award, your right to the Award shall be immediately forfeited to the Company, and this Award Agreement shall be null and void.
9. **Administration**. This Award Agreement and your rights hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Award Agreement, all of which shall be binding upon you.
10. **Continuation of Employment**. This Award Agreement shall not confer upon you any right to continuation of employment by the Company or any of its Affiliates, nor shall this Award Agreement interfere in any way with the Company’s or any of its Affiliate’s right to terminate your employment at any time.
11. **Amendment, Modification, Suspension, and Termination**. The Board of Directors shall have the right at any time in its sole discretion, subject to certain restrictions, to alter, amend, modify, suspend, or terminate the Plan in whole or in part, and the Committee shall have the right at any time in its sole discretion to alter, amend, modify, suspend or terminate the terms and conditions of any Award; *provided, however*, that no such action shall adversely affect in any material way your Award without your written consent.
12. **Applicable Law**. The validity, construction, interpretation, and enforceability of this Award Agreement shall be determined and governed by the laws of the Commonwealth of Virginia without giving effect to the principles of conflicts of law.
13. **Entire Agreement**. This Award Agreement, the Plan, and the rules and procedures adopted by the Committee contain all of the provisions applicable to this Award and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to you.
14. **Compensation Recoupment Policy**. Notwithstanding Section 13 above, this Award shall be subject to any compensation recoupment policy of the Company that is applicable by its terms to you and to Awards of this type.
15. **Agreement to Participate**. By signing below, you accept the Award and agree to participate in the Plan and abide by all of the governing terms and provisions of the Plan and this Award Agreement. Additionally, by agreeing to participate, you acknowledge that you have reviewed the Plan and this Award Agreement, and you fully understand all of your rights under the Plan and this Award Agreement, the Company’s remedies if you violate the terms of this Award Agreement, and all of the terms and conditions which may limit your eligibility to retain and receive the Award pursuant to the Plan and this Award Agreement.

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16. **Assistance in Proceedings, Etc.** You agree that you will, without additional compensation, during and after your employment with the Company, upon reasonable notice, furnish such information and reasonable and proper assistance to the Company as may reasonably be required by the Company in connection with any legal or quasi-legal proceeding, including any external or internal investigation, involving the Company or any of its Affiliates.
 17. **Cooperation**. Following termination of your employment with the Company for any reason, you agree that you will reasonably cooperate with the Company, as reasonably requested by the Company, to effect a transition of your responsibilities and to ensure that the Company is aware of all matters being handled by you.
 18. **Resolve**. Any disagreement between you and the Company concerning anything covered by this Agreement or concerning the Award will be settled by final and binding arbitration pursuant to the Company's Resolve program. The Conditions of Employment document previously executed by you and the Resolve Guidelines are incorporated herein by reference as if set forth in full in this Agreement.

Please refer any questions you may have regarding this Award to the Executive Vice President – Human Resources.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

GENWORTH FINANCIAL, INC.

[Grantee Name]

By: _____

Date: _____

Date: _____