

JP

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PHILIP P. KALODNER

CIVIL ACTION

v.

GENWORTH LIFE AND ANNUITY  
INSURANCE COMPANY

FILED

JUN 26 2017

NO. 16-4817

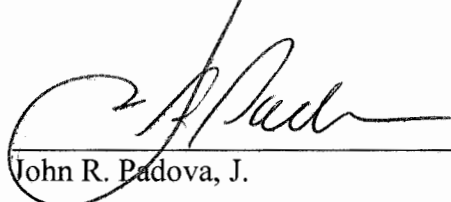
KATE BARKMAN, Clerk  
By ORDER Dep. Clerk

AND NOW, this 26th day of June, 2017, upon consideration of Defendant Genworth Life and Annuity Insurance Company's Motion to Dismiss (Docket No. 10), and all documents filed in connection therewith, **IT IS HEREBY ORDERED** that the Motion is **GRANTED IN PART** and **DENIED IN PART** as follows:

1. The Motion is **GRANTED** insofar as it seeks dismissal of Counts II, III, and the portion of Count I that claims that Defendant breached its insurance policy with Plaintiff by engaging in "modeling," and Counts II, III, and the portion of Count I that alleges a breach based on improper modeling are **DISMISSED**.
2. The Motion is **DENIED** insofar as it seeks dismissal of the portion of Count I that claims that Defendant breached its insurance policy with Plaintiff by considering premium patterns in setting the Cost of Insurance.

ENTERED  
JUN 26 2017  
CLERK OF COURT

BY THE COURT:

  
John R. Padova, J.