

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No.: 17-23307-Civ-COOKE/GOODMAN

AUSTIN BELANGER, on behalf of  
himself and all others similarly situated,

Plaintiff,

vs.

ROUNDPOINT MORTGAGE  
SERVICING CORPORATION,  
GREAT AMERICAN  
E&S INSURANCE COMPANY and  
WILLIS OF OHIO, INC., d/b/a Loan  
Protector Insurance Services,

Defendants.

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**STIPULATION AND SETTLEMENT AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED, by, between, and among: (1) Plaintiff Austin Belanger (“Settling Plaintiff”), on behalf of himself and all RoundPoint Settlement Class Members, as defined herein, and Defendant RoundPoint Mortgage Servicing Corporation; Defendant Great American E&S Insurance Company; and Defendant Willis of Ohio, Inc., f/d/b/a Loan Protector Insurance Services; that, in consideration of the promises and covenants set forth in this Stipulation and Settlement Agreement (“Agreement” or “Settlement Agreement”), and, upon entry by the Court of an order of Final Approval in the lawsuit captioned *Austin Belanger v. RoundPoint Mortgage Servicing Corporation, Great American E&S Insurance Company and Willis of Ohio, Inc.*; Case No. 1:17-cv-23307, pending in the United States District Court for the Southern District of Florida (the “Litigation”), the matters raised by, or which could have been

raised by, Settling Plaintiff in the Litigation against RoundPoint, Great American, and Willis of Ohio are settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions set forth in this Agreement and the Release set forth herein.

## **1. RECITALS**

1.1. On August 31, 2017, Plaintiff filed this putative nationwide class action, alleging claims for breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, tortious interference with a business relationship, violations of Florida's Deceptive and Unfair Trade Practices Act, as well as violations of the Federal Truth in Lending and RICO statutes.

1.2. Defendants voluntarily provided Plaintiff and Class Counsel with a substantial volume of documents concerning the specific RoundPoint LPI program at issue in this Litigation. The Settling Parties filed a stipulation on November 3, 2017, in which Defendants agreed to produce certain documents in advance of formal discovery. This production was designed to streamline the discovery and efficiently advance this Litigation.

1.3. Plaintiff filed a First Amended Class Action Complaint on January 12, 2018. Thereafter, the Settling Parties began engaging in discovery, drafting and responding to interrogatories and document requests, including the production of documents.

1.4. On February 12, 2018, Defendants moved to dismiss the First Amended Class Action Complaint for failure to state a claim. Defendant Great American also moved to dismiss the First Amended Class Action Complaint for lack of standing. On March 19, 2018, Plaintiff filed an opposition to Defendants' motion to dismiss and an opposition to Great American's motion to dismiss for lack of standing. Defendants filed their reply in support of their motion to

dismiss on April 27, 2018. Great American filed an amended reply in support of its motion to dismiss for lack of standing on April 30, 2018.

1.5. Defendants RoundPoint and Willis of Ohio also moved to strike Plaintiff's jury demand. Their motion was filed on February 12, 2018. Defendant Great American filed a joinder to that motion on the same day. Plaintiff filed his response to the motion to strike on March 19, 2018, and Defendants RoundPoint and Willis of Ohio filed their reply on April 27, 2018. Great American filed a joinder to the moving Defendants' reply on the same day.

1.6. Defendants RoundPoint and Willis of Ohio also moved, on February 12, 2018, to stay discovery pending the Court's ruling on the motions to dismiss. Defendant Great American filed a joinder to that motion on the same day. Plaintiff filed his response to the motion to stay discovery on March 19, 2018.

1.7. The Court denied the motion to stay discovery on April 2, 2018. Subsequently, on April 4, 2018, Defendants RoundPoint and Willis of Ohio moved to vacate the Court's order. Plaintiff filed a response to the motion to vacate on April 5, 2018 and the moving Defendants filed a reply on April 6, 2018. Shortly thereafter, a hearing on discovery matters was scheduled for June 8, 2018.

1.8. At the same time, based upon the First Amended Class Action Complaint, recent rulings of the Court, and the discovery exchanged in this Litigation, the Settling Parties began to engage in mediation discussions under the supervision of mediator Rodney Max.

1.9. In advance of and during the mediation discussions, Defendants provided Plaintiff and Class Counsel with additional information concerning RoundPoint's specific LPI program, including aggregate LPI premium information across the country for this LPI program.

1.10. On June 22, 2018, the Court scheduled a hearing on Defendants' motions to dismiss for August 8, 2018.

1.11. The Settling Parties held further discussions in the following weeks where ultimately a settlement in principle was reached.

1.12. On July 12, 2018, the Settling Parties announced their settlement and filed a joint motion to stay the case while the Settling Parties formalized their Settlement Agreement. (ECF No. 99.) That motion to stay was granted July 23, 2018. (ECF No. 100.)

1.13. Class Counsel (as hereafter defined) submit that they have significant experience litigating LPI claims, having represented plaintiffs in numerous putative class actions brought in the Southern District of Florida, including *Williams v. Wells Fargo Bank, N.A.*, No. 11-cv-21233, *Herrick v. JP Morgan Chase Bank, N.A.*, No. 13-cv-21107, *Kunzelmann v. Wells Fargo Bank, N.A.*, No. 11-cv-81373, *Hall v. Bank of America, N.A.*, No. 12-cv-22700, *Diaz v. HSBC Bank USA, N.A.*, No. 13-cv-21104, *Popkin v. Citibank, N.A.*, 13-cv-60722, *Fladell v. Wells Fargo Bank, N.A.*, No. 13-cv-60721, *Braynen v. Nationstar Mortgage LLC*, No. 14-cv-20726; *Lee v. Ocwen Loan Servicing LLC*, No. 14-cv-60649; *Jackson v. U.S. Bank, N.A.*, No. 14-cv-21252; *Montoya v. PNC Bank, N.A.*, Case No. 1:14-cv-20474; *Soler v. IndyMac Mortgage*, No. 14-cv-22541; *Almanzar v. Select Portfolio Servicing, Inc.*, No. 14-cv-22586, *Wilson, et al. v. EverBank, et al.*, No. 1:14-cv-22264, and *Circeo-Loudon v. Green Tree Servicing, LLC*, No. 14-cv-21384. Based on this experience, Class Counsel believes that Settling Plaintiff's claims and allegations relating to the RoundPoint LPI program asserted in the Litigation have significant merit and that the evidence supports Settling Plaintiff's claims. Class Counsel recognizes and acknowledges, however, that prosecuting such claims through fact and expert discovery, class certification, dispositive motions, trial, and appeals will involve considerable uncertainty, time, and expense.

1.14. Class Counsel had been investigating and litigating Lender Placed Insurance (“LPI”) class cases against Great American E&S Insurance Company and other insurers, in the Southern District of Florida for over five years prior to filing the complaint in the Litigation. Class Counsel advises that over 30 depositions have been taken in those cases, and well over a million documents have been produced and reviewed. Class Counsel has concluded that it is in the best interests of the RoundPoint Settlement Class (as defined below) as a whole that the claims asserted by Settling Plaintiff against RoundPoint, Willis of Ohio, and Great American in the Litigation be resolved on the terms and conditions set forth in this Agreement. After extensive consideration and analysis of the factual and legal issues presented in the Litigation and with assistance of the mediator, Class Counsel has reached the conclusion that the substantial benefits the RoundPoint Settlement Class Members will receive as a result of this Settlement are a very good result in light of the risks and uncertainties of continued litigation, including potential motions to dismiss and for class certification, the expense that would be necessary to prosecute the Litigation through trial and any appeals that might be taken, and the likelihood of success at trial.

1.15. Defendants have denied, and continue to deny, any liability, wrongdoing, or damages in connection with the allegations in the First Amended Class Action Complaint, as they have substantial factual and legal defenses to all claims and class allegations relating to the RoundPoint LPI program in the Litigation. Defendants have always maintained, and continue to maintain, that they have acted in accordance with all applicable agreements and governing law. Nonetheless, Defendants have concluded that because the continuation of the claims and allegations relating to the RoundPoint LPI program in the Litigation would be protracted and require significant legal defense costs, it is desirable that such claims be fully and finally settled

on a class-wide basis (without any admission of fault or liability or wrongdoing of any kind) in the manner and upon the terms set forth in this Agreement.

1.16. Without admitting any liability or wrongdoing whatsoever, Defendants agree to the terms of this Agreement, provided that all Released Claims are fully settled, compromised, and released, in order to resolve all issues relating to the RoundPoint LPI program that were asserted, or that could have been asserted, in the Litigation.

## **2. DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below.

2.1. “Administrator” or “Settlement Administrator” means a third-party administrator selected by Defendants (with the consent of the Class Counsel, which consent shall not be unreasonably withheld) to help implement and effectuate the terms of this Settlement Agreement.

2.2. “Affiliate” of an entity means any person or entity which controls, is controlled by, or is under common control with such entity directly or indirectly through one or more intermediaries. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.

2.3. “Agreement” or “Settlement Agreement” means this Stipulation and Settlement Agreement, including all exhibits thereto.

2.4. “Attorneys’ Fees and Expenses” means such funds as may be awarded to Class Counsel to compensate them (and any other attorneys for Settling Plaintiff or the RoundPoint

Settlement Class) for all fees and expenses incurred by or on behalf of Settling Plaintiff, Noticed Class Members, or Class Counsel in connection with the Litigation.

2.5. “Borrowers Who Were Charged But Did Not Pay And Still Owe Their LPI Premium” means those RoundPoint Settlement Class Members who were charged a Net Premium for an LPI Policy by RoundPoint during the Settlement Class Period and who still owe some or all of those charges, but who did not make one or more full monthly mortgage loan payment(s) to RoundPoint after either: (a) their Existing Escrow Account was first adjusted to charge the premium for any LPI Policy; or (b) their Created Escrow Account was first charged the premium for any LPI Policy. This definition is intended to capture all RoundPoint Settlement Class Members who were charged for an LPI Policy by RoundPoint during the Settlement Class Period and who still owe those charges, but who are not Borrowers Who Paid Their LPI Premium.

2.5.1. “Existing Escrow Account” refers to an escrow account for a RoundPoint Settlement Class Member that existed prior to the placement of the LPI Policy for which that Class Member was charged.

2.5.2. “Created Escrow Account” refers to an escrow account that was created for a RoundPoint Settlement Class Member who did not have an escrow account prior to the placement of the LPI Policy, in order for that Class Member to be charged for the LPI Policy, and with respect to which RoundPoint sent notice informing that Class Member that a Created Escrow Account had been established to reflect the charge for the LPI Policy.

2.5.3. “Escrow Account” refers to an escrow account for a RoundPoint Settlement Class Member that is either an Existing Escrow Account or a Created Escrow Account.

2.6. “Borrowers Who Paid Their LPI Premium” means those RoundPoint Settlement Class Members who were charged a Net Premium for an LPI Policy by RoundPoint during the Settlement Class Period and who made one or more full monthly mortgage loan payment(s) to RoundPoint after either: (a) their Existing Escrow Account was first adjusted to charge the premium for any LPI Policy; or (b) their Created Escrow Account was first charged the premium for any LPI Policy.

2.7. “Case Contribution Award” means compensation for the Settling Plaintiff awarded by the Court for his time and effort undertaken in the Litigation.

2.8. “Claim” means a written request for Claim Settlement Relief submitted by a Settlement Class Member to the Settlement Administrator, pursuant to this Agreement and the Claim Form Instructions, substantially similar in form and content to Exhibit D to this Settlement Agreement or as approved by the Court, using a Claim Form substantially similar in form and content to Exhibit C to this Agreement or as approved by the Court.

2.9. “Claimant” means any RoundPoint Settlement Class Member who submits a Claim pursuant to this Settlement Agreement.

2.10. “Claim Deadline” means the last date by which a Claim submitted to the Settlement Administrator by a RoundPoint Settlement Class Member for Claim Settlement Relief must be postmarked or submitted online through the Settlement Website, which shall be no later than sixty (60) Days after the Final Approval Hearing.

2.11. “Claim Form” means the document substantially similar in form and content to Exhibit C to this Agreement or as approved by the Court.

2.12. “Claim Form Instructions” means the document substantially similar in form and content to Exhibit D to this Agreement or as approved by the Court.

2.13. “Claim Settlement Relief” means a cash award paid to or credit to the Escrow Account of RoundPoint Settlement Class Members who timely submit properly completed Claim Forms to the Settlement Administrator pursuant to this Settlement Agreement and the Claim Form Instructions, and who qualify for such relief under this Settlement Agreement.

2.14. “Class Counsel” means, individually and collectively, the law firms of The Moskowitz Law Firm, PLLC and Harke Law LLP.

2.15. “Class Notice” or “Notice” means the program of notice described in Section 6 of this Agreement to be provided to Noticed Class Members, including the Mail Notice, Publication Notice, internet advertising, interactive voice response telephone line, and Settlement Website, which will notify and inform Noticed Class Members of, among other things, their rights to opt out of or object to the Settlement, the preliminary approval of the Settlement, the manner by which to submit a Claim, and the scheduling of the Final Approval Hearing.

2.16. “Court” means the United States District Court for the Southern District of Florida.

2.17. “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. All calculations of days and times shall be adjusted to permit compliance by Defendants with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715, including the notifications and expiration of the

90-day review period in 28 U.S.C. § 1715 before the Final Approval Hearing is held in the Litigation to review and approve the Settlement.

2.18. “Defendants” means the following defendants in the Litigation: RoundPoint, Great American, and Willis of Ohio, as defined below.

2.18.1. “Great American” means Great American E&S Insurance Company.

2.18.2. “RoundPoint” means RoundPoint Mortgage Servicing Corporation.

2.18.3. “Willis of Ohio” means Willis of Ohio, Inc. f/d/b/a Loan Protector Insurance Services.

2.19. “Defendants’ Counsel” means counsel of record for Defendants in the Litigation.

2.20. “Effective Date” means the first business day after the Judgment has become Final (as defined in Section 2.21 of this Agreement). If no appeal has been taken from the Judgment, the Effective Date means the date on which the time to appeal has expired. If any appeal has been taken from the Judgment, the Effective Date means the date on which any Review Proceeding (defined below) has been finally disposed of with no further right of review and in a manner that affirms the Judgment without material modification and renders the Judgment Final.

2.21. “Final” means, with respect to any judicial ruling or order, an order that is final for purposes of 28 U.S.C. § 1291, and: (a) the time has expired to file an appeal, motion for reargument, motion for rehearing, petition for a writ of certiorari or other writ (“Review Proceeding”) with respect to such judicial ruling or order with no such Review Proceeding having been filed; or (b) if a Review Proceeding has been filed with respect to such judicial ruling or order, (i) the judicial ruling or order has been affirmed without modification and with

no further right of review, or (ii) such Review Proceeding has been denied or dismissed with no further right of review.

2.22. “Final Approval” means the entry of the Judgment approving the Settlement at or after the Final Approval Hearing.

2.23. “Final Approval Hearing” means the hearing held by the Court to determine whether the terms of this Agreement are fair, reasonable, and adequate for the RoundPoint Settlement Class as a whole, whether the Settlement should be granted Final Approval, and whether to approve Class Counsel’s application for Attorneys’ Fees and Expenses.

2.24. “Judgment” means the Order and Judgment granting Final Approval, entered by the Court at or after the Final Approval Hearing pursuant to the Settlement, and substantially similar in form and content to Exhibit E.

2.25. “Lender-Placed Insurance” or “LPI” means the placement of hazard, flood, flood-gap, or wind-only insurance pursuant to a mortgage loan agreement, home equity loan agreement, or home equity line of credit serviced by RoundPoint, and/or any person or entity acting for or on RoundPoint’s behalf, to cover a borrower’s failure to maintain the required insurance coverage on the Residential Property securing the loan.

2.26. “Litigation” means the action captioned *Austin Belanger v. RoundPoint Mortgage Servicing Corporation, Great American E&S Insurance Company and Willis of Ohio, Inc.*; Case No. 1:17-cv-23307.

2.27. “LPI Policy” means 1) a lender-placed residential hazard, flood, flood-gap or wind-only insurance policy or policies issued by Great American; 2) procured by Willis of Ohio on behalf of RoundPoint; and 3) placed pursuant to a mortgage loan agreement, home equity

loan agreement, or home equity line of credit serviced by RoundPoint to cover a borrower's failure to maintain the required insurance coverage on the Residential Property securing the loan.

2.28. "Mail Notice" means the notice that is mailed by the Settlement Administrator to Noticed Class Members, substantially similar in form and content to Exhibit B to this Agreement or as approved by the Court.

2.29. "Net Premium" means the amount of premium charged to a Noticed Class Member for an LPI Policy during the Settlement Class Period less any Refund to the Noticed Class Member.

2.30. "Notice and Administrative Costs" means the reasonable and authorized costs and expenses of disseminating and publishing the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses associated with assisting Noticed Class Members, processing claims, and issuing and mailing payment of Claim Settlement Relief. Notice and Administrative Costs do not include costs associated with Class Counsel's interactions with the Settlement Administrator, as detailed in Section 7.6.

2.31. "Notice Date" means the first date the Mail Notice is mailed by the Settlement Administrator to Noticed Class Members as described in Section 6.1 of this Agreement, which shall be mailed not less than ninety (90) Days before the date set by the Court for the Final Approval Hearing.

2.32. "Noticed Class Member" means any individual included in the definition of the RoundPoint Settlement Class in Section 3.1 without excluding individuals who file a timely and proper request to be excluded from the Settlement Class. This includes individuals in the

RoundPoint Settlement Class who did not receive the Mail Notice referenced in Section 2.28 and who did not otherwise have knowledge of the Settlement.

2.33. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a RoundPoint Settlement Class Member must file and serve written objections, if any, to the Settlement in accordance with Section 12.2 of this Agreement to be able to object to the Settlement. The Objection Deadline shall be no less than thirty (30) Days prior to the Final Approval Hearing or as the Court may otherwise direct.

2.34. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be mailed in writing to the Settlement Administrator in accordance with Section 11.1 of this Agreement in order for a Noticed Class Member to be excluded from the RoundPoint Settlement Class. The Opt-Out Deadline shall be no less than thirty (30) Days prior to the Final Approval Hearing or as the Court may otherwise direct.

2.35. “Parties” means Settling Plaintiff, the RoundPoint Settlement Class, Defendants, and all Releasing Persons.

2.36. “Preliminary Approval Order” means the order substantially similar in form and content to Exhibit A and providing for, among other things, preliminary approval of the Settlement as fair, reasonable, and adequate; preliminary certification of the RoundPoint Settlement Class for settlement purposes only; dissemination of the Class Notice to the Noticed Settlement Class; and finding that the proposed Class Notice is reasonably calculated to apprise Noticed Class Members of the pendency of the Litigation, the material terms of the proposed Settlement, and Noticed Class Members’ options and rights with respect thereto.

2.37. “Preliminary Approval Application” means Settling Plaintiff’s motion for the Court to preliminarily approve the Settlement and to enter the Preliminary Approval Order, including all exhibits and documents attached thereto. Settling Plaintiff’s Preliminary Approval Application shall be filed within fourteen (14) Days after this Agreement is executed by all Settling Parties.

2.38. “Publication Notice” means the one-time publication in *USA Today* to be published by the Settlement Administrator in accordance with Section 6.3 of this Settlement Agreement.

2.39. “Refund” means the amount of money paid or credited to a borrower when an LPI Policy is cancelled in whole or in part.

2.40. “Release” or “Releases” means the releases of all Released Claims by the Releasing Persons against the Released Parties, as more fully described and provided for in Section 10 of the Settlement Agreement.

2.41. “Released Claims” means all claims, actions, causes of action, lawsuits, debts, sums of money, payments, obligations, reckonings, promises, damages, penalties, attorney’s fees and costs, liens, judgments, demands, and any other forms of liability released pursuant to and as more fully defined in Section 10 of this Settlement Agreement.

2.42. “Released Parties” means RoundPoint; Willis of Ohio; Loan Protector Insurance Services; LP Insurance Services, LLC; Great American; and all of their respective past and present, direct and indirect, divisions, parents, subsidiaries, parent companies, and Affiliates with respect to the period of time such Affiliates were controlled by, or under common control with, a Released Party, including but not limited to any direct or indirect subsidiary of any of them, and all of the officers, directors, employees, agents, brokers, distributors, representatives,

shareholders, insurers, and attorneys of all such entities. This Settlement Agreement is expressly conditioned upon the Judgment entered in connection with this Litigation containing a provision permanently barring and enjoining all RoundPoint Settlement Class Members (including Settlement Class Members who never received the Mail Notice of the Settlement and who did not otherwise have knowledge of the Settlement) from filing, commencing, prosecuting, intervening in, or participating in (as class members, individuals or otherwise) any action in any jurisdiction against any Released Party based on or relating to any Released Claim accruing on or before the close of the Settlement Class Period. The Settlement will become null and void and the Parties will be restored to their positions as of July 22, 2018, the day before the stay of the Litigation was granted, if the Court does not approve this condition barring RoundPoint Settlement Class Members from bringing claims.

2.43. “Releasing Persons” mean Settling Plaintiff, all RoundPoint Settlement Class Members, and their respective spouses, family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-mortgagors, co-obligors, co-debtors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf.

2.44. “Request for Exclusion” means a written request from a Noticed Class Member who seeks to be excluded from the RoundPoint Settlement Class that complies with all requirements in Section 11.1 of this Agreement.

2.45. “Residential Property” means any property for which the borrower (i) submitted a Uniform Residential Loan Application or similar paper or electronic application form in connection with the property for which the LPI Policy was placed and such property is not

primarily used for business purposes; or (ii) uses or used all or any part of the property as a primary or secondary residence, and not primarily for business purposes.

2.46. “RoundPoint Settlement Class” means all members of the class of RoundPoint borrowers in the Litigation that will be certified by the Court for settlement purposes only, as more fully described in Section 3 of this Agreement.

2.47. “RoundPoint Settlement Class Member” or “Settlement Class Member” means any Noticed Class Member who does not submit a timely and valid Request for Exclusion.

2.48. “Settlement” means the settlement as set forth in this Settlement Agreement.

2.49. “Settlement Class Period” or “Class Period” means the period of time defined in Section 3.2 below.

2.50. “Settlement Website” means the Internet site created by the Settlement Administrator pursuant to Section 6.2 of this Agreement to provide information about the Settlement.

2.51. “Settling Parties and “Settling Party” means the Settling Plaintiff and/or any Defendant.

2.52. “Settling Plaintiff” means Austin Belanger.

### **3. CLASS DEFINITION, SETTLEMENT CLASS PERIOD AND CONDITIONS AND OBLIGATIONS RELATING TO THE EFFECTIVENESS OF THE SETTLEMENT**

3.1. The RoundPoint Settlement Class shall be as follows:

- (a) All borrowers with mortgage loans secured by property in the United States who, within the Settlement Class Period (as defined below), were charged by RoundPoint under an LPI Policy for Residential Property, and who, within the Settlement Class Period, either (i) paid to RoundPoint the Net Premium for that LPI Policy or (ii) did not pay to and still owe RoundPoint the Net Premium for that LPI Policy. Excluded from the Class are: (i) individuals who are or were during the Settlement Class Period officers or directors of any Defendant in the Litigation or any of their respective Affiliates; (ii) any justice, judge, or magistrate

judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; (iii) borrowers whose LPI Policy was cancelled in its entirety such that any premiums charged and/or collected were fully refunded to the borrower's escrow account; and, (iv) all borrowers who file a timely and proper request to be excluded from the Settlement Class.

3.2. The Settlement Class Period shall commence on November 1, 2012 and continue through and including the date of entry of the Preliminary Approval Order.

3.3. The Settlement is expressly contingent upon the satisfaction in full of the material conditions set forth below, including all other terms and conditions of this Agreement.

3.3.1. **Condition No. 1: District Court Approval.** The Settlement must be approved by the Court in accordance with the following steps:

3.3.2. Application for Preliminary Approval of Proposed Settlement, Class Certification, and Class Notice. Class Counsel and Settling Plaintiff shall file a Second Amended Complaint in the Litigation conforming the definition of the proposed class therein to that appearing in Section 3.1 above but making no other changes. All Defendants shall consent to this amendment for purposes of effectuating this Settlement. After good-faith consultation with Defendants' Counsel, Class Counsel will file with the Court a Preliminary Approval Application within fourteen (14) Days of execution of this Agreement by all Settling Parties. The Preliminary Approval Application shall include a Mail Notice, Claim Form, and Claim Form Instructions, substantially similar in form and content to Exhibits B, C, and D, a Publication Notice, and a Preliminary Approval Order substantially similar in form and content to Exhibit A. The Settling Parties shall take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order and shall request that the Court schedule a Final Approval Hearing no earlier than one hundred twenty (120) Days after entry of the Preliminary Approval Order.

**3.3.3. RoundPoint Settlement Class Certification.** In connection with the proceedings on Preliminary and Final Approval of the Settlement, the Settling Plaintiff shall seek orders (preliminary and final, respectively) certifying the RoundPoint Settlement Class for purposes of this Settlement only pursuant to Rule 23 of the Federal Rules of Civil Procedure.

**3.3.4. Entry of Preliminary Approval Order.** The Court shall enter a Preliminary Approval Order substantially similar in form and content to Exhibit A, which shall, among other things:

- a. Certify for purposes of settlement the RoundPoint Settlement Class, approving the Settling Plaintiff as class representative of the RoundPoint Settlement Class, and appointing Class Counsel, pursuant to Fed. R. Civ. P. 23;
- b. Preliminarily approve the Settlement as fair, reasonable and adequate and approve selection of the Settlement Administrator;
- c. Order the issuance of Class Notice to Noticed Class Members, and determine that such Notice is the best notice practicable under the circumstances and complies with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;
- d. Schedule a date and time for a Final Approval Hearing to determine whether the Settlement should be finally approved by the Court;
- e. Require Noticed Class Members who wish to exclude themselves to submit an appropriate and timely written Request for Exclusion by the Opt-Out Deadline, as directed in the Settlement Agreement and Class Notice, and advise that a failure to do so shall bind those Noticed Class Members who remain in the RoundPoint Settlement Class to the terms of the Settlement;

f. Require RoundPoint Settlement Class Members who wish to object to the Settlement Agreement to submit an appropriate and timely written statement by the Objection Deadline, as directed in the Settlement Agreement and Class Notice, and advise that a failure to do so shall prevent those Settlement Class Members from objecting;

g. Require attorneys representing any RoundPoint Settlement Class Member who objects to the Settlement to file a notice of appearance, at the objecting RoundPoint Settlement Class Member's expense;

h. Order the issuance of a Claim Form and Claim Form Instructions to Noticed Class Members and set the Claim Deadline;

i. Preliminarily enjoin all Noticed Class Members, unless and until they have timely and properly excluded themselves from the RoundPoint Settlement Class, from (i) filing, commencing, prosecuting, maintaining, intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction, individually or as a class action on behalf of any Noticed Class Members who have not timely excluded themselves, based on or arising from the Released Claims; and (ii) attempting to effect an opt-out class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on or arising from the Released Claims;

j. Authorize the Settling Parties to take all necessary and appropriate steps to implement the Settlement as set forth in this Agreement; and

k. Include such additional provisions as provided in Exhibit A as necessary to implement this Agreement and the Settlement, and to issue related orders to effectuate the preliminary approval of the Settlement Agreement.

3.3.5. **Issuance of Class Notice.** Pursuant to the Preliminary Approval Order to be entered by the Court, the Settlement Administrator shall cause the Class Notice to be issued in accordance with this Settlement Agreement.

3.3.6. **Final Approval Hearing.** In connection with the Preliminary Approval Application, the Settling Parties shall request that the Court schedule and conduct a hearing after dissemination of Class Notice, at which time it will consider whether the Settlement is fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure. Specifically, Settling Plaintiff, after good faith consultation with counsel for all Defendants, shall request that, at or after the Final Approval Hearing, the Court: (i) enter the Judgment, granting Final Approval of the Settlement and dismissing with prejudice the claims of the Settling Plaintiff and the RoundPoint Settlement Class in this Litigation; (ii) determine the Attorneys' Fees and Expenses that should be awarded to Class Counsel as contemplated in the Settlement Agreement; and (iii) determine the Case Contribution Award, if any, that should be awarded as contemplated by the Settlement Agreement. Any application for Attorneys' Fees and Expenses shall be made at least forty-five (45) Days prior to the Final Approval Hearing. The Settling Parties agree to support entry of the Judgment and to reasonably cooperate with one another in seeking entry of the Judgment. The Final Approval of the Settlement and Judgment shall be substantially similar in form and content to the Judgment attached as Exhibit E.

3.3.7. **Condition No. 2: Finality of Judgment.** The Court shall enter a Judgment substantially similar in form and content to Exhibit E. The Judgment must become Final as defined in Section 2.21 above, and shall, among other things:

a. Find that (i) the Court has personal jurisdiction over all RoundPoint Settlement Class Members; (ii) the Court has subject matter jurisdiction over the claims asserted in this Litigation; and (iii) venue is proper;

b. Finally approve the Settlement Agreement, pursuant to Fed. R. Civ. P. 23, as fair, reasonable, and adequate;

c. Finally certify the RoundPoint Settlement Class for settlement purposes only;

d. Find that the form and means of disseminating the Class Notice complied with all laws, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;

e. Enter Judgment with respect to the claims of all RoundPoint Settlement Class Members and dismiss the claims of all RoundPoint Settlement Class Members and claims of the Settling Plaintiff in the Litigation with prejudice;

f. Make the Releases in Section 10 of the Settlement Agreement effective as of the date of entry of the Judgment;

g. Permanently bar and enjoin Settling Plaintiff and all RoundPoint Settlement Class Members and any person actually or purportedly acting on their behalf, from filing, commencing, prosecuting, maintaining, intervening in, or participating in (as parties, class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims;

h. Permanently bar and enjoin Settling Plaintiff and all RoundPoint Settlement Class Members and any person actually or purportedly acting on their behalf, from organizing RoundPoint Settlement Class Members, or soliciting the participation of RoundPoint

Settlement Class Members, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims;

i. Find that, by operation of entry of the Judgment, Settling Plaintiff, all RoundPoint Settlement Class Members, and Releasing Persons shall be deemed to have forever released, relinquished, and discharged each of the Released Parties from any and all Released Claims, including but not limited to all claims arising out of, relating to, or in connection with the initiation, settlement, prosecution, or dismissal of the Litigation;

j. Authorize the Settling Parties to implement the terms of the Settlement as set forth in this Agreement;

k. Retain jurisdiction over the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Judgment, and for any other necessary purpose; and

l. Include such additional provisions as provided in Exhibit E as necessary to implement this Agreement and the Settlement, and to issue related orders to effectuate the Final Approval of the Settlement Agreement and its implementation.

#### **4. SETTLEMENT CONSIDERATION, BENEFITS, AND OTHER RELIEF**

4.1. In consideration for the Releases set forth in Section 10 as well as other provisions of this Settlement Agreement, Defendants will provide the following benefits, in addition to other consideration described in this Settlement Agreement.

## **4.2. Injunctive Relief Relating to RoundPoint**

4.2.1. Subject to Section 4.5 and 4.6 below, and commencing no later than one hundred and twenty (120) Days after the Effective Date, and continuing for a period of five years thereafter, RoundPoint agrees to the following restrictions with respect to the placement of LPI:

(i) RoundPoint will not receive commissions as a result of the placement of LPI.

(ii) RoundPoint will not enter into any quota share reinsurance arrangements on new or renewal LPI policies.

(iii) RoundPoint will not accept payments from any LPI insurer or LPI vendor for any administrative or other service associated with LPI.

(iv) RoundPoint will not place LPI through an insurer or vendor that is an Affiliate of RoundPoint.

(v) LPI policies shall be dual interest for any coverage for which RoundPoint attempts to recoup from borrowers the LPI premiums paid by RoundPoint to the LPI insurer; “dual interest” means that the borrower shall have the right to file a claim under the LPI policy.

(vi) If RoundPoint elects to place insurance on a borrower’s property, unless otherwise required by law or contractual agreement, hazard LPI coverage shall be established at the Last Known Coverage Amount under the borrower’s prior voluntary policy (“LKCA”) or, if the LKCA is unavailable to RoundPoint at the then-unpaid principal balance of the loan, but not to exceed replacement cost value, if known to RoundPoint. RoundPoint agrees to credit the borrower’s account with any LPI refund within fifteen (15) Days of receipt of evidence of voluntary insurance coverage which complies with RoundPoint’s insurance requirements.

#### 4.3. Injunctive Relief Relating to Great American

4.3.1. Subject to Sections 4.5 and 4.6 below, and commencing no later than 120 Days after the Effective Date, Great American and all its Affiliates shall for a period of five (5) years thereafter, not provide the following:

(i) LPI commissions to RoundPoint; *provided however*, Great American shall be free to pay commissions to licensed agents who are not Affiliates of RoundPoint;

(ii) LPI quota share reinsurance arrangements with RoundPoint; *provided however*, Great American shall be free to contract for reinsurance arrangements with parties that are not Affiliates of RoundPoint;

(iii) Payments from Great American to RoundPoint for any administrative or other service associated with hazard LPI or other LPI-related services; *provided however*, Great American shall be free to pay for administrative or other services associated with LPI or other LPI-related services to parties that are not Affiliates of RoundPoint;

(iv) Accept payments from RoundPoint for below-cost or free outsourced services provided by Great American to RoundPoint in connection with LPI; *provided however*, that outsourced services do not include expenses associated with tracking functions that Great American may incur for its own benefit to identify and protect themselves from: (a) exposure to lost premium and losses on properties on which no other insurance coverage is in effect; or (b) administrative costs associated with providing and subsequently canceling LPI on properties on which LPI is not required.

#### 4.4. Injunctive Relief Relating to Willis of Ohio

4.4.1. Subject to Sections 4.5 and 4.6 below, and commencing no later than 120 Days after the Effective Date, Willis of Ohio and its subsidiaries shall for a period of five (5)

years thereafter, agree that, in the event that Willis of Ohio is involved in the placement of LPI policies, it will continue to use commercially reasonable efforts to follow applicable state or federal statutes, regulations, rules, or orders related to the placement of LPI Policies on Residential Property with respect to any such policy issued to RoundPoint and/or any borrower whose loan is serviced by RoundPoint. By agreeing to this Section, Willis of Ohio does not admit and expressly denies that it previously engaged in conduct contrary to law.

4.5. The prohibitions and requirements set forth in subsections 4.2, 4.3, and 4.4 (above) shall not preclude Great American or Willis of Ohio from reimbursing Implementation Expenses incurred by servicers, including RoundPoint. For purposes of the preceding, “Implementation Expenses” means those expenses that are demonstrably and directly related to the implementation of a servicer’s LPI program (including RoundPoint’s LPI program), including but not limited to:

- (i) Identifying the servicer’s, Willis of Ohio’s and Great American’s processes and system requirements;
- (ii) Allocating and assigning resources to be dedicated to the conversion/implementation to Willis of Ohio and Great American;
- (iii) Developing project documentation;
- (iv) Developing the project schedule and controls to manage against that project schedule;
- (v) Designing, testing and implementation of information technology systems and interfaces necessary to exchange information needed for the effectiveness of Willis of Ohio’s or Great American’s LPI program;
- (vi) Diverting mail, telephone, facsimile and web-based communications;

- (vii) Testing accuracy and quality of project deliverables;
- (viii) Training staff on Willis of Ohio's or Great American's services, products and processes;
- (ix) Establishing specific controls to monitor Willis of Ohio's or Great American's service to ensure it meets documented requirements; and
- (x) Any similar activity related to the implementation of Willis of Ohio's or Great American's LPI program at program inception.

Implementation Expenses that are reimbursed must be supported by documentary or other physical or electronic evidence (such as, but not limited to invoices, work orders or the like) of their expenditure by the servicer. Such expenses must bear a direct relationship to the implementation of Willis of Ohio's or Great American's LPI program prior to or at the inception of the LPI coverage.

4.6. **Conflict.** Should any provision of Sections 4.2, 4.3, or 4.4 conflict or be inconsistent with any existing or subsequently adopted state or federal statute, regulation, rule, order or regulatory directive, or any existing or subsequently adopted agency or investor rule or requirement, such statute, regulation, rule, order, regulatory directive or requirement shall control. In that event, this Settlement and any Judgment confirming the Settlement shall be deemed amended to conform to such statute, regulation, rule, order, requirement, or regulatory directive. RoundPoint, Willis of Ohio, and Great American shall not be liable for engaging in any practice or failing to engage in any practice during the five (5) year period for prospective prohibitory relief where such conduct was authorized by state or federal statute, regulation, rule, order or regulatory directive or by any investor rule or requirement.

4.7. **Settlement Monetary Consideration.** RoundPoint Settlement Class Members who submit by the Claim Deadline a timely and valid Claim Form, substantially similar in form and content to Exhibit C and in the manner required by this Settlement Agreement, and making the required affirmations and representations as set forth in Section 7.1 below, shall receive a cash payment or credit (“Claim Settlement Relief”), in the manner set forth in Sections 7.4.3 and 7.4.4, under the following terms and conditions.

4.7.1. **Overview.** There will be two categories of Claim Settlement Relief available to RoundPoint Settlement Class Members, with differing claim requirements: (a) RoundPoint Settlement Class Members who are Borrowers Who Were Charged But Did Not Pay and Still Owe Their LPI Premium; and (b) RoundPoint Settlement Class Members who are Borrowers Who Paid Their LPI Premium. As reflected on the Claim Form, Claimants making Claims must check a box on the Claim Form representing and affirming that they qualify for exactly one of these two categories and meet certain additional confirmation requirements. No Claim Settlement Relief will include interest on any sum.

4.7.2. **Payment to Borrowers Who Were Charged But Did Not Pay and Still Owe Their LPI Premium.** For those Borrowers Who Were Charged But Did Not Pay and Still Owe Their LPI Premium who submit a Claim Form substantially similar in form and content to Exhibit C by the Claim Deadline and in the manner required herein and with the required affirmations and representations as set forth in Section 7.1 below, Defendants shall pay to that Claimant through the Settlement Administrator or (at Defendants’ discretion) credit that Claimant’s Escrow Account an amount equal to 6.75% of the Net Premium for the LPI Policy or Policies charged to such Claimant during the Settlement Class Period, without interest.

4.7.3. **Payment to Borrowers Who Paid Their LPI Premium.** For those Borrowers Who Paid Their LPI Premium who submit a Claim Form substantially similar in form and content to Exhibit C by the Claim Deadline and in the manner required herein and with the required affirmations and representations as set forth in Section 7.1 below, Defendants shall pay to that Claimant through the Settlement Administrator an amount equal to 6.75% of the Net Premium for the LPI Policy or Policies charged to such Claimant during the Settlement Class Period, without interest.

## **5. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS**

5.1. All Notice and Administrative Costs will be paid equally by Defendants, *e.g.*, one-third by RoundPoint, one-third by Great American, and one-third by Willis of Ohio. No Defendant shall be responsible or liable for paying any other Defendant's proportionate share of Notice and Administrative Costs, and Settling Plaintiff and Class Counsel agree, and all RoundPoint Settlement Class Members shall be deemed to agree, that Defendants are not jointly and severally liable for payment of such amounts.

5.2. The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Settlement Administrator shall be responsible for issuing the Class Notice, providing administration of Claim Settlement Relief, and providing all other related support, reporting, and administration as further stated in this Agreement. Defendants may direct the Settlement Administrator to assist with various additional administrative tasks in implementing the Settlement as Defendants shall deem appropriate in their sole discretion.

5.3. Defendants will coordinate with the Settlement Administrator to provide Class Notice to the Noticed Class Members, as provided in this Settlement Agreement. Because

information about Noticed Class Members that will be provided to the Settlement Administrator consists of confidential, non-public personal information, and other information protected by privacy laws, the Settlement Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that all information provided by Defendants will be used solely for the purpose of implementing the Settlement. Any such information provided to the Settlement Administrator will not be provided to Settling Plaintiff or Class Counsel, except as permitted under this Agreement. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any such documents, communications, or other information to any person or entity except as provided for in this Settlement Agreement or by the Court's order. To the extent confidential, non-public personal information about Noticed Class Members is provided to Class Counsel, Class Counsel shall also maintain such information as confidential, not use it for any purpose other than the implementation of the Settlement, and shall not publicly disclose or release it to any person except as provided for in this Settlement Agreement or by the Court's order.

5.4. **Tax Forms.** The Settlement Administrator shall complete and provide to Defendants any W-9 forms necessary for Defendants to pay for the Notice and Administrative Costs and to otherwise implement the Settlement.

## **6. NOTICE TO THE CLASS**

6.1. **Mail Notice.** Subject to the requirements of the Preliminary Approval Order, Notice to Noticed Class Members for whom the electronic records of RoundPoint reflect a last known mailing address, shall be made by the Settlement Administrator by means of separate first

class mailings to those names and addresses. The Notices shall be mailed not less than ninety (90) Days before the date set by the Court for the Final Approval Hearing. The Mail Notice of Class Action, Settlement, Final Approval Hearing, Right to Appear, Instructions and Class Action Claim Form shall detail how those Noticed Class Members so desiring may opt out or object to the Settlement, and how Noticed Class Members may make a claim for Claim Settlement Relief as described in Section 7. The Mail Notice shall include Instructions and a Claim Form substantially similar in form and content to Exhibits C and D hereto (provided that the font size, folding, and other printing elements or presentation may be adjusted to accommodate a booklet format and for efficient envelope and postage considerations). The Mail Notice also will contain a provision directing Spanish-speaking class members to the Settlement Website, which will include the relevant settlement information in Spanish. The Spanish versions of the Notice and Claim Form shall also be available upon request by calling the toll-free number on the Notice.

6.1.1. Before posting of the Mail Notice by the Settlement Administrator with the United States Postal Service, the Settlement Administrator shall utilize the National Change of Address database (“NCOA”) in an attempt to obtain more current addresses for all Mail Notices. Should the NCOA show a more current address, the Settlement Administrator shall post the Mail Notice to the more current address. Except as described in this Section, no further efforts to locate or to find a more current address for Noticed Class Members is required.

6.2. **Settlement Website.** No later than the posting of the Mail Notice, the Settlement Administrator shall establish a Settlement Website that shall contain copies of the Stipulation of Settlement and Exhibits and the Mail Notice, as well as the Spanish versions of the Notice and Claim Form. The Settlement Website shall also contain Instructions and a Class Action Claim

Form which may be downloaded or printed from the Settlement Website, and a Spanish-language translation of the Mail Notice, Claim Instructions, and Claim Form, and such other documents as Class Counsel and Defendants' Counsel agree upon. In addition, RoundPoint Settlement Class Members shall also have the option of completing and submitting online a Claim Form on the Settlement Website, utilizing an e-signature format; provided however, for those Claims requiring verification documents, the Claimant must upload scanned copies of those verification documents to the Settlement Website, with the appropriate claim number to associate the uploaded verification documents with the Claim.

6.2.1. The Settlement Website shall have a Uniform Resource Locator ("URL") which identifies the Settlement Website as the BelangerSettlementInfo.com site. The Settlement Website shall remain open and accessible through the last Day for Class Members to submit a Claim for Settlement Relief. The Settlement Website shall not include any advertising, and shall not bear or include any logos or trademarks of any of the Defendants. Ownership of the Settlement Website URL shall be transferred to Defendants within ten (10) Days following the date on which operation of the Settlement Website ceases.

6.3. **Publication Notice.** A similar but abbreviated Summary Publication Notice of Class Action, Settlement Agreement, Final Approval Hearing, and Right to Appear shall be published not less than forty-five (45) Days before the date set by the Court for the Final Approval Hearing, which abbreviated Summary Publication Notice shall not be less than 1/8 page in size, and shall be published once in *USA Today* (on a date falling on Monday through Thursday). The abbreviated Summary Publication Notice shall detail how those Noticed Class Members so desiring may opt out or object to the Settlement, and how Noticed Class Members may access the Settlement Website where they may download a Claim Form necessary to make a

Claim for Settlement Relief, and toll-free phone number where they may call to request further information on the Settlement. The form of the Summary Publication Notice shall be agreed upon by the Settling Parties, and the font size, layout, and other presentation elements shall be adjusted to accommodate publication considerations.

6.4. **Internet Advertisements.** Defendants shall cause the Settlement Administrator to publish, beginning not less than 60 Days before the Final Approval Hearing, advertisements on the internet directed to Noticed Class Members in form and content mutually acceptable to Class Counsel and Defendants, at an aggregate cost to Defendants not to exceed \$10,000.

6.5. **Toll-free Number.** No later than the posting of the Mail Notice, the Administrator shall establish a toll-free interactive voice response phone number with script recordings of information about this Settlement, including information about the Claim Form, utilizing the relevant portions of the language contained in the Notice and Claim Form. The phone number shall remain open and accessible through the last Day for Class Members to submit a Claim. The Settlement Administrator shall make reasonable provision for Class Counsel to be promptly advised of recorded messages left on the phone number by Noticed Class Members concerning the Litigation and/or this Settlement, so that Class Counsel may timely and accurately respond to such inquiries; *provided however*, the Administrator shall review the recorded messages before providing them to Class Counsel, and if one or more of the messages 1) requests a blank Claim Form, 2) seeks confirmation that the caller is indeed a Noticed Class Member, 3) asks for the amount of Net Written Premium charged to the Noticed Class Member and the calculation of expected payment if a valid Claim Form is submitted, 4) inquires as to whether a Claim Form was received and if it is valid, or 5) seeks other similar administrative assistance only, then the Administrator shall handle such administrative request(s), but the

Administrator shall provide all other messages to Class Counsel for any further response to the Noticed Class Member.

## **7. CLAIM FILING, REVIEW, AND PAYMENT PROCESS**

7.1. **Claim Form.** As reflected in Exhibits C and D, for RoundPoint Settlement Class Members to submit a valid Claim, they must provide all of the following information and make the following written affirmations on the Claim Form: (a) Claimant's current address, phone number, date of birth, and the last four numbers of Claimant's Social Security Number; (b) that Claimant is or was listed as a borrower or co-borrower under a certificate for LPI covering the Claimant's Residential Property that was issued to Claimant during the Settlement Class Period; (c) that Claimant was charged by RoundPoint a Net Premium for an LPI Policy and that such Policy was not cancelled in full after issuance; (d) that since the issuance of the LPI Policy, Claimant has not filed a Petition under Chapter 7 of the United States Bankruptcy Code, and the Claimant's indebtedness on the real property secured by a deed of trust or mortgage has not been compromised or discharged in bankruptcy; and (e) that Claimant attests and affirms all of the foregoing information under the following declaration: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the information provided by me on this Claim Form is true and correct." All mortgagors on the mortgage for the Residential Property insured by the LPI Policy must complete and sign the Claim Form.

7.1.1. The Claim Form will include the following statement in capital letters:  
**CLAIMANTS ARE CAUTIONED NOT TO SUBMIT FRAUDULENT CLAIMS AS ALL CLAIMS ARE SUBJECT TO AN AUDIT AND REVIEW.**

7.1.2. **Confirmation of Identity of Borrowers.** In addition to the information required to be provided in the Claim Form in Section 7.1 above, each Claimant must also confirm his or her identity by one of the following methods:

a. The signature of a witness who is 18 years of age or older representing and affirming that he or she witnessed the Claimant sign the Claim Form, providing as follows: “I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that I witnessed the signing of this Claim Form by [Claimant] and the foregoing is true and correct;” or

b. Provide a copy of a valid form of government identification that contains a signature and photograph of the Claimant; or

c. Provide a copy of a RoundPoint Mortgage Statement issued to the Claimant; or

d. Provide a notarial signature affirming that the Claimant executed the Claim Form making the required affirmations under oath in the presence of the notary, and bearing evidence of the notarial authority in compliance with the law of the state in which it is being executed (*e.g.*, a seal).

7.1.3. Any RoundPoint Settlement Class Member who had multiple certificates for LPI issued on Residential Property during the Settlement Class Period may submit a single Claim Form for all LPI certificates as to which he or she seeks relief. Defendants shall only be obligated to honor one valid Claim Form per mortgage loan regardless of the number of borrowers on that loan. When there is more than one mortgagor (*e.g.*, husband and wife), all mortgagors must sign the Claim Form for the Claim to be valid.

7.2. **Claim Filing Process.** RoundPoint Settlement Class Members shall be permitted to make a Claim in any one of three ways:

(a) By mailing to the Settlement Administrator (either through posting with the United States Postal Service or through a private mail carrier, such as UPS or Federal Express, provided that proof of the mail date is reflected on the label of the mailing) a completed Claim Form and identity verification document(s), providing the information and affirmations required in Section 7.1 above, postmarked no later than the Claim Deadline. A blank Claim Form will also be available on the Settlement Website for RoundPoint Settlement Class Members to print and mail to the Settlement Administrator;

(b) By uploading a completed Claim Form and electronic versions of identity verification document(s) through the Settlement Website by midnight Eastern Time (“ET”) on the Claim Deadline, identifying the correct claim number to associate with the uploaded documents; or

(c) By completing and submitting a Claim Form online on the Settlement Website by midnight ET on the Claim Deadline, utilizing an e-signature format, and uploading electronic versions of identity verification document(s) on the Settlement Website, identifying the correct claim number to associate with the uploaded documents.

Any RoundPoint Settlement Class Member, whether they received the Mail Notice of the Settlement or not, and whether they had knowledge of the Settlement or not, who does not mail, properly upload or submit online through the Settlement Website a completed Claim Form by the Claim Deadline, with verification documents, shall be deemed to have waived any claim to Claim Settlement Relief and any such Claim Form will be rejected, and shall be deemed to have forever released, relinquished, and discharged each of the Released Parties from any and all

Released Claims, including but not limited to all claims arising out of, relating to, or in connection with the initiation, settlement, prosecution, or dismissal of the Litigation.

7.3. **Claim Review Process.** The Settlement Administrator shall confirm that each Claim Form submitted is in the form required, that each Claim Form includes the required affirmations and information detailed in Section 7.1, that each Claim Form includes the verification documents detailed in Section 7.1.2, that each Claim Form was timely submitted, and that the Claimant is a member of the RoundPoint Settlement Class. Full compliance with the requirements of Sections 7.1 and 7.2 and the Claim Form Instructions shall be necessary for the submission of a valid Claim, and the failure to meet any of these requirements shall invalidate the proffered Claim. All such Claim criteria shall be strictly enforced. Any Claimant's failure to provide any of the required affirmations, information, or identity confirmation on or with the Claim Form shall result in the Claim being deemed invalid, and the Settlement Administrator shall not, except as provided for in Section 7.3.1 below, have any further obligation to process other Claim Forms submitted by that Claimant and Defendants shall not have any obligation to pay any Claim Settlement Relief or other monetary payment on such invalid Claim, and such Claimant shall be deemed to have forever released, relinquished, and discharged each of the Released Parties from any and all Released Claims, including but not limited to all claims arising out of, relating to, or in connection with the initiation, settlement, prosecution, or dismissal of the Litigation. The Settlement Administrator shall not receive any incentive for denying Claims.

7.3.1. However, prior to denying any Claim, if any submitted Claim Forms are deemed invalid for any reason (*e.g.*, because they are defective or incomplete in any way), the Administrator shall promptly advise Class Counsel in writing on a weekly basis so that Class Counsel may follow-up with the Claimant who submitted such Claim Form in order to cure any

deficiency. Any defective, incomplete, or inaccurate Claim Forms may be cured and shall be accepted by the Settlement Administrator so long as the defect is resolved completely no later than 30 Days after the Claim Deadline. Cured Claim Forms may be accepted via U.S. Mail, facsimile, or electronic mail. Class Counsel will not be charged for any communications with the Settlement Administrator for their efforts to cure any Class Member deficiencies.

7.3.2. The Settlement Administrator shall use the following protocol when reviewing Claims when a RoundPoint Settlement Class Member or a co-Claimant is deceased:

- (i) for a deceased RoundPoint Settlement Class Member or deceased co-Claimant with a Claim above \$150, the signer on behalf of the decedent must prove his or her authority to sign for the decedent with a copy of a certified copy of the Letters of Administration, Letters Testamentary, or state equivalent; and
- (ii) for a deceased Co-Claimant with a Claim below \$150:
  - (1) the person signing for the deceased RoundPoint Settlement Class Member or co-Claimant may provide the documents described in Section 7.3.2(i) above; or
  - (2) if the deceased RoundPoint Settlement Class Member or deceased co-Claimant resided in a State that allows for a “small estate” affidavit, the person signing for the deceased RoundPoint Settlement Class Member or co-Claimant must comply with that State’s law by providing a complying “small estate” affidavit and accompanying documents to the Settlement Administrator; or

- (3) if the deceased RoundPoint Settlement Class Member or co-Claimant who resided in any other states, the person signing for the deceased RoundPoint Settlement Class Member or co-Claimant must provide an affidavit, sworn to in the presence of a notary public and substantially similar in form and content to Exhibit C attached, that states and affirms the following:
- (a) He or she is the proper representative of the deceased RoundPoint Settlement Class Member's estate or is the co-mortgagor of the decedent; and
  - (b) A formal probate was never opened for the deceased co-Claimant; and
  - (c) He or she agrees to hold harmless and indemnify Defendants should any person come forward claiming to be the personal representative of the deceased and bring a legal action against Defendants for any portion of the Settlement benefits.

7.4. **Claim Payment Process.** Upon confirmation by the Settlement Administrator that a Claim Form is timely and valid, the Settlement Administrator shall determine the amount of the Claim Settlement Relief in accordance with the Net Premium information appearing in the Defendants' electronic records and the formula for Claim Settlement Relief set forth in Section 4.7.

7.4.1. **Notification.** Within sixty (60) Days after the Claim Deadline, the Settlement Administrator shall provide Class Counsel and Defendants a list of all Claimants and

indicate for each Claimant whether his or her Claim was rejected or accepted, and if rejected, the reason it was rejected, and if accepted, the Claim Settlement Relief to be paid to the Claimant. The Settling Parties will use their best efforts to amicably resolve any dispute about the processing of any Claim.

7.4.2. **Right to Audit.** Subject to this Section 7, Defendants, individually or collectively, shall have the right to audit each Claim Form submitted, including the individual loan and/or insurance records for each Claimant who submits a Claim Form. If any such audit reveals that a Claim Form contains inaccurate information, a Defendant shall notify the Settlement Administrator, Class Counsel, and other Defendants' Counsel. At Defendants' discretion, the Claim shall be processed in accordance with the information from Defendants' records (rather than from inaccurate information on the Claim Form) and may, if appropriate, be denied. Defendants shall complete any audit of Claims no later than one hundred and fifty (150) Days after the Effective Date and shall have the right to request and receive from the Settlement Administrator any and all information necessary to conduct and complete an audit. Within the earlier of fifteen (15) Days after such deadline or after Defendants complete any audit, the Settlement Administrator shall provide to Defendants and Class Counsel a final list of all Claimants who filed valid Claims and the Claim Settlement Relief to be paid to each Claimant.

7.4.3. **Payments to Claimants.** Within the later of: (a) thirty (30) Days after submitting the final list of all valid Claims described in Section 7.4.2 or (b) the Effective Date, the Settlement Administrator shall mail checks in the appropriate amounts of Claim Settlement Relief to Claimants on such list who are either (i) Borrowers Who Paid Their LPI Premium or (ii) Borrowers Who Were Charged But Did Not Pay And Still Owe Their LPI Premium that Defendants indicated should be issued a check rather than a credit to their Escrow Accounts. No

interest shall be included as an element of, or be payable or paid on, Claim Settlement Relief. The checks shall state on their face “void after 90 days,” and any check that is not negotiated within ninety (90) days after issuance shall be void. Prior to the expiration of these original checks, Claimants may request replacement checks be issued by the Administrator if they lose or misplace their original check, and replacement checks shall state that they are “void after 30 days.” Checks that are not timely negotiated or that are returned as undeliverable (and not re-mailed and negotiated prior to the 90-day expiration date) shall be null and void, and the Settlement Administrator shall refund to the Defendants pro rata all funds on deposit used to fund such expired checks. Claimants to whom checks were issued that are not timely negotiated or that are returned as undeliverable (and not re-mailed and negotiated prior to the 90-day expiration date) will be deemed to have withdrawn and waived any right to Claim Settlement Relief under the Settlement and to have forever released, relinquished, and discharged each of the Released Parties from any and all Released Claims, including but not limited to all claims arising out of, relating to, or in connection with the initiation, settlement, prosecution, or dismissal of the Litigation, but will remain RoundPoint Settlement Class Members for all other purposes. Timely negotiation and receipt of checks for Claim Settlement Relief are conditions precedent to any right to payment under the Settlement. Defendants shall not be obligated to reissue any expired checks that are not timely negotiated, but may in their sole discretion cause the Administrator to do so. Defendants shall not have any further obligation to distribute Claim Settlement Relief to any such Claimants.

**7.4.4. Credits to Borrowers Who Were Charged But Did Not Pay And Still Owe Their LPI Premium.** On the same Day by which the Settlement Administrator is required to mail checks to Claimants pursuant to Section 7.4.3, Defendants shall credit for the appropriate

amounts of Claim Settlement Relief the Escrow Accounts of those Claimants who are Borrowers Who Were Charged But Did Not Pay And Still Owe Their LPI Premium on the final list of all valid Claims described in Section 7.4.2 that were not mailed a check by the Settlement Administrator. No interest shall be included as an element of that credit. If a Claimant's Escrow Account cannot be credited, Defendants shall inform the Settlement Administrator, who shall mail that Claimant a check in the appropriate amounts of Claim Settlement Relief within thirty (30) days of being so notified. Such checks shall state on their face "void after 30 days," and any check that is not negotiated within thirty (30) Days after issuance shall be void. Timely negotiation and receipt of checks for Claim Settlement Relief are conditions precedent to any right to payment under the Settlement. Defendants shall not be obligated to reissue any expired checks that are not timely negotiated, but may in their sole discretion cause the Administrator to do so. Claimants to whom checks were issued that are not timely negotiated or that are returned as undeliverable will be deemed to have withdrawn and waived any right to Claim Settlement Relief under the Settlement, and to have forever released, relinquished, and discharged each of the Released Parties from any and all Released Claims, including but not limited to all claims arising out of, relating to, or in connection with the initiation, settlement, prosecution, or dismissal of the Litigation. Defendants shall not have any further obligation to distribute Claim Settlement Relief to any such Claimants.

7.5. **Funding.** Defendants shall fund all amounts required by the Settlement Administrator for distribution of Claim Settlement Relief prior to mailing of checks described in Sections 7.4.3 and 7.4.4, and will be paid equally by Defendants through the Administrator, *e.g.*, one-third by RoundPoint, one-third by Great American, and one-third by Willis of Ohio. Provided, however, that no Defendant shall be responsible or liable for paying any other

Defendant's proportionate share of Claim Settlement Relief, and Settling Plaintiff and Class Counsel agree, and all RoundPoint Settlement Class Members shall be deemed to agree, that Defendants are not jointly and severally liable for payment of such amounts.

7.6. **Information Available to Class Counsel.** Class Counsel shall have the right to interact directly with the Settlement Administrator regarding the administration of the Settlement provided that: (a) Class Counsel pays for any costs associated with such interactions; and (b) Defendants are contemporaneously notified of all such interactions. Upon the reasonable request of Class Counsel, the Settlement Administrator shall inform Class Counsel, among other things and with the exception of confidential information, non-public personal information, and other information protected by privacy laws, of the amount of any Noticed Class Member's Net Premium associated with a Claimant's LPI Policy reflected in the electronic information provided to the Settlement Administrator by Defendants. Nothing in this Section or this Settlement Agreement shall authorize the Settlement Administrator to disclose to Class Counsel any confidential information, non-public personal information, and other information protected by privacy laws.

7.7. **Final Accounting.** Within thirty (30) Days after the expiration of all issued checks for Claim Settlement Relief, the Settlement Administrator shall provide a final accounting to Class Counsel and Defendants' Counsel of the Claim Settlement Relief paid to Claimants who timely negotiated checks. At the same time, any monies held by the Administrator representing checks that have expired or are undeliverable shall be returned to Defendants pro rata, together with any interest or other income on account(s) maintained by the Administrator under this Settlement.

## **8. COVENANTS**

The Settling Parties covenant and agree as follows:

8.1. **Covenants Not to Sue.** Settling Plaintiff and the RoundPoint Settlement Class Members covenant and agree: (a) not to file, commence, prosecute, maintain (including claims or actions already filed), intervene in, or participate in (as parties, class members or otherwise) any action in any jurisdiction based on, arising out of or relating in any way to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; (b) not to organize or solicit the participation of RoundPoint Settlement Class Members in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on, arising out of or relating in any way to any of the Released Claims or the facts and circumstances relating thereto; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

8.2. **Cooperation.** The Settling Parties agree to cooperate reasonably and in good faith with the goal of obtaining entry of a Judgment as quickly as is reasonably practicable and expeditiously reaching agreement on the matters requiring mutual agreement as set forth in this Settlement Agreement, including, but not limited to, the expeditious agreement to the terms of all Class Notice documents and settlement administration protocols and the preparation and execution of all other reasonable documents necessary to achieve Final Approval of the Settlement by the Court. Further, Class Counsel and Defendants' Counsel shall consult with mediator Rodney Max as necessary in effectuating this Section.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1. Representations and Warranties.

9.1.1. Settling Plaintiff represent and warrant that he is the sole and exclusive owner of all of his Released Claims and that he has not assigned or otherwise transferred any interest in any of his Released Claims against any of the Released Parties, and further covenants that he will not assign or otherwise transfer any interest in any of his Released Claims.

9.1.2. Settling Plaintiff represents and warrants that he has no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

9.1.3. Settling Plaintiff and Class Counsel represent and warrant that there are no outstanding liens or claims against the Litigation, it being recognized that the Settling Plaintiff and Class Counsel will be solely responsible for satisfying any liens or claims asserted against the Litigation.

9.2. **The Settling Parties' Representations and Warranties.** The Settling Parties, and each of them on his, her, or its own behalf only, represent and warrant that they are voluntarily entering into the Settlement Agreement as a result of arm's-length negotiations among their counsel; that in executing the Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party. Each of the Parties assumes the risk of mistake as to facts or law.

## **10. RELEASES**

10.1. **Released Claims.** Upon the Effective Date, Releasing Persons, including Settling Plaintiff and each RoundPoint Settlement Class Member, shall, by operation of the Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Parties from any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, interest, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever that each Releasing Person has or may have had until the close of the Settlement Class Period, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, at law or in equity, including, but not limited to, claims that were or could have been sought or alleged in the Litigation that relate to, concern, arise from, or pertain in any way to the LPI Policies, including, but not limited to, the Released Parties' acts, omissions, policies, or practices concerning RoundPoint's placement of LPI Policies and its related conduct, Willis of Ohio's procuring of LPI Policies on behalf of RoundPoint and its related conduct, or Great American's issuance of LPI Policies and its related conduct, or disclosure or nondisclosure of charges related to LPI premiums during the Settlement Class Period, allegedly inflated premiums charged by Defendants for LPI, alleged "kickbacks" RoundPoint received or Great American or Willis of Ohio paid in connection with the RoundPoint LPI program (including but not limited to alleged no or low-cost loan monitoring or tracking services), including but not limited to acts, omissions, policies or practices concerning LPI Policies or charges for placement of LPI Policies under the RoundPoint LPI program during

the Settlement Class Period. This Settlement Agreement is expressly conditioned upon the Judgment entered in connection with this Litigation containing a provision permanently barring and enjoining all RoundPoint Settlement Class Members (including Settlement Class Members who never received the Mail Notice of the Settlement and who did not otherwise have knowledge of the Settlement) from filing, commencing, prosecuting, maintaining (including claims or actions already brought), intervening in, or participating in (as class members, individuals or otherwise) any action in any jurisdiction against any Released Party based on, arising from or relating to any Released Claim accruing on or before the close of the Settlement Class Period. The Settlement will become null and void and the Parties will be restored to their positions as of July 22, 2018, the day before the stay of the Litigation was granted, if the Court does not approve this condition barring RoundPoint Settlement Class Members from bringing or maintaining claims.

10.1.1. Released Claims in Section 10.1 shall include, but are not limited to, any and all claims and causes of action arising out of or related to the Litigation; the facts and circumstances that were or could have been alleged in the Litigation; the placement of LPI; all fees, costs, and services associated with the tracking or placement of LPI; all disclosures or nondisclosures relating to LPI; and the assessment and collections of charges for LPI. Released Claims also include, but are not limited to: all claims related to RoundPoint's insurance requirements; the relationship, whether contractual or otherwise, between and among RoundPoint or the other Defendants regarding LPI, including, but not limited to, the procuring, underwriting, placement, insurance tracking, or costs of LPI Policies; the coverage amount, duration, issue date, alleged "backdating," or alleged excessiveness of any LPI Policies placed or charged for by RoundPoint or the other Defendants; the payment or receipt of commissions,

expense reimbursements, alleged “kickbacks,” or any other compensation under any LPI Policies placed or charged for by RoundPoint or the other Defendants; any alleged “tying” arrangement or alleged “below market services” involving RoundPoint or the other Defendants and LPI; any alleged breach of fiduciary duty by RoundPoint or the other Defendants concerning LPI Policies; any alleged tortious interference by Defendants with mortgage loans serviced by RoundPoint; the disclosure or non-disclosure of any payment, expenses, fees, charges, or features pertaining to or under any LPI Policies or coverage under such LPI Policies and charges for such coverage placed or charged by RoundPoint or the other Defendants; the receipt or non-disclosure of any benefit related to any LPI Policies or coverage under such LPI Policies and/or charges for such coverage placed or charged by RoundPoint or the other Defendants; the content, manner, or accuracy of any communications regarding the placement of any LPI Policies by RoundPoint or the other Defendants; and to the regulatory approval or non-approval of any LPI Policy, or the premium thereon, placed or charged by RoundPoint. Released Claims shall include all such claims accruing on or before the close of the Settlement Class Period, whether such claims are known or unknown, suspected or unsuspected, contingent or matured.

10.2. **Unknown Claims.** In agreeing to the foregoing Releases, Settling Plaintiff, for himself and on behalf of RoundPoint Settlement Class Members, explicitly acknowledges that unknown losses or claims could possibly exist and that any present losses may have been underestimated in amount or severity. Settling Plaintiff or any RoundPoint Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the Released Claims or the law applicable to such claims may change. Nonetheless, Settling Plaintiff and each RoundPoint Settlement Class Member expressly agrees that he/she/they shall have irrevocably waived and fully, finally

and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent, claims with respect to all Released Claims. Further, Settling Plaintiff and each RoundPoint Settlement Class Member agrees and acknowledges that he/she/they shall be bound by this Agreement, including by the Releases, and that all of their claims in the Litigation asserted against Defendants shall be dismissed with prejudice and released, without regard to subsequent discovery of different or additional facts or subsequent changes in the law, and regardless of whether unknown losses or claims exist or whether present losses may have been underestimated in amount or severity, and even if they never received the Mail Notice of the Settlement, did not otherwise have knowledge of the Settlement, or never received Claim Settlement Relief. The Settling Parties acknowledge that the foregoing Releases were bargained for and are a material element of the Agreement.

10.2.1. In connection with the foregoing Releases, the Settling Plaintiff and each RoundPoint Settlement Class Member shall be deemed, as of the entry of the Judgment, to have waived any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, and any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which provides that:

**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.**

To the extent that anyone might argue that these principles of law are applicable— notwithstanding that the Settling Parties have chosen Florida law to govern this Settlement Agreement—the Settling Plaintiff hereby agrees, and each RoundPoint Settlement Class Member

is deemed to agree, that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they may be found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished, and released. The Settling Plaintiff recognizes, and each RoundPoint Settlement Class Member is deemed to recognize, that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Judgment, they fully, finally, and forever settle and release any and all Released Claims covered by these Releases.

10.3. The Releases in Section 10.1 shall not apply to new claims arising after the close of the Settlement Class Period based on conduct that took place after the close of the Settlement Period, nor to insurance claims for physical damage or losses to Residential Properties insured under any LPI Policy placed by RoundPoint (“Post Settlement Claims”). Nothing in Section 10.1 shall be deemed a release of any RoundPoint Settlement Class Member’s respective rights and obligations for such Post Settlement Claims. Further, and not in limitation of the scope of Released Claims or the definition of Released Parties, nothing in Section 10.1 or any other provision of this Settlement Agreement shall be deemed a release of claims by borrowers who were charged for LPI that was purchased by mortgage servicers other than RoundPoint.

10.4. Except to the extent that any such obligation is released pursuant to Section 10.1, this Settlement Agreement shall not release Defendants from any existing obligation to the Settling Plaintiff or any RoundPoint Settlement Class Member under any loan, note, mortgage, or deed of trust. The foregoing is not intended to and does not limit the scope of Released Claims in Section 10.1.

10.5. This Agreement and the Releases herein do not affect the rights of Noticed Class Members who timely and properly submit a Request for Exclusion from the RoundPoint

Settlement Class in accordance with the requirements in Section 11 of this Settlement Agreement.

10.6. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases contained in the Settlement Agreement, and to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement and Judgment.

10.7. **Effect of Judgment.** Upon entry of the Judgment: (i) the Settlement Agreement shall be the exclusive remedy for all RoundPoint Settlement Class Members; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any RoundPoint Settlement Class Member; (iii) RoundPoint Settlement Class Members shall be permanently barred and enjoined from filing, commencing, prosecuting, maintaining (including claims or actions already filed), intervening in, defending, or participating in (as parties, class members or otherwise) any action in any jurisdiction based on, arising from or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (iv) RoundPoint Settlement Class Members shall be permanently barred and enjoined from organizing any RoundPoint Settlement Class Members, or soliciting the participation of any RoundPoint Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto. Each RoundPoint Settlement Class Member shall be considered, by operation of the Judgment, to have received full and final

redress, including but not limited to any refund, reimbursement, restitution, or damages for the conduct covered by the Releases.

10.8. Nothing in this Settlement Agreement and the Releases shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein are not intended to release any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained herein.

## **11. OPT-OUT RIGHTS**

11.1. A Noticed Class Member who wishes to opt out of the RoundPoint Settlement Class must do so in writing. In order to opt out, a Noticed Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice and on the Settlement Website, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Mail Notice and Preliminary Approval Order. The Request for Exclusion must: (a) identify the case name and number; (b) identify the name and address of the Noticed Class Member requesting exclusion; (c) be personally signed by the Noticed Class Member requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the RoundPoint Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed RoundPoint Settlement Class in the Belanger Class Action.” Persons must request exclusion individually, and mass or class opt-outs shall not be allowed. The Opt-Out Request must be signed by all borrowers on the applicable mortgage account to be valid.

11.1.1. Any Noticed Class Member who does not opt out of the RoundPoint Settlement Class in the manner described herein shall be deemed to be a RoundPoint Settlement

Class Member, and shall be bound by all subsequent proceedings, orders, judgments and all provisions of the Agreement, including, but not limited to, the Releases provided in Section 10.1 herein.

11.1.2. A Noticed Class Member who desires to opt out must submit a timely and valid Request for Exclusion pursuant to Section 11.1, even if the Noticed Class Member desiring to opt out: (a) files or has filed a separate action against any of the Released Parties; or (b) is, or becomes, a putative or actual class member in any other class action filed against any of the Released Parties.

11.2. Any Noticed Class Member who timely and properly opts out of the RoundPoint Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11.3. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel a list of all timely Requests For Exclusion not less than fifteen (15) Days before the Final Approval Hearing.

11.4. If the number of timely and valid Requests for Exclusion exceeds five percent (5%) of the total number of Noticed Class Members, the Settling Parties stipulate and agree that Defendants shall have the right, at their sole and exclusive discretion, to terminate this Agreement without penalty or sanction.

11.5. Except for those Noticed Class Members who timely and properly file a Request for Exclusion in accordance with Section 11, all Noticed Class Members will be deemed to be RoundPoint Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by the terms of this Settlement, regardless of whether they

received the Mail Notice of the Settlement, whether they had knowledge of the Settlement, or whether they received Claim Settlement Relief or any other relief.

## **12. OBJECTIONS**

12.1. **Overview.** Any RoundPoint Settlement Class Member may object to the Settlement. To object, the RoundPoint Settlement Class Member must comply with the procedures and deadlines in this Agreement.

12.2. **Process.** Any RoundPoint Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court, and copies mailed to Class Counsel and Defendants' Counsel at the addresses identified in Section 18, postmarked no later than the Objection Deadline.

12.2.1. The requirements to assert a valid written objection shall be set forth in the Mail Notice and on the Settlement Website. To be valid, a written objection must include: (a) the case name and number; (b) the name, address, and telephone number of the RoundPoint Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for the objection; and (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.

12.2.2. Any RoundPoint Settlement Class Member who fails to object to the Settlement in the manner described in the Mail Notice and consistent with this Section 12 shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

12.3. **Appearance.** Subject to approval of the Court, any RoundPoint Settlement Class Member who files and serves a written objection in accordance with Section 12.2 and the Class Notice may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting RoundPoint Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice Of Intention To Appear”); and (b) mails copies of the Notice of Intention to Appear to all Counsel identified in Section 18 of this Agreement, postmarked by the Objection Deadline.

12.4. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting RoundPoint Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

12.5. Any RoundPoint Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

### **13. SETTLEMENT APPROVAL**

13.1. Within fourteen (14) Days of execution of this Agreement by all Settling Parties, Settling Plaintiff shall apply to the Court for entry of the proposed Preliminary Approval Order and setting of a Final Approval Hearing.

13.2. Not less than fifteen (15) Days before the Final Approval Hearing, the Settlement Administrator will provide Class Counsel and Defendants’ Counsel with an affidavit or declaration by a competent affiant or declarant, attesting that the Class Notice has been disseminated in accordance with the Preliminary Approval Order and identifying the Noticed

Class Members who submitted Requests for Exclusion. Not less than ten (10) Days before the Final Approval Hearing, Class Counsel shall file the affidavit(s) or declaration(s) with the Court.

13.3. Prior to the Final Approval Hearing, Class Counsel will file a motion seeking the Court's Final Approval of the Settlement and entry of the Judgment, requesting that the preliminary certification of the RoundPoint Settlement Class for settlement purposes only be made final, and requesting the Court to enter a Judgment in the form and content attached as Exhibit E, without material alteration, which provides for:

- (a) Approving the Settlement without material alteration, and directing the Parties and counsel to comply with and consummate the terms of this Agreement;
- (b) Confirming certification of the RoundPoint Settlement Class for settlement purposes only;
- (c) Finding that Class Counsel and Settling Plaintiff have adequately represented and protected the interests of the RoundPoint Settlement Class;
- (d) Finding that the terms of this Agreement are fair, reasonable, and adequate to the RoundPoint Settlement Class, and in the best interests of the RoundPoint Settlement Class;
- (e) Providing that each RoundPoint Settlement Class Member shall be bound by the provisions of this Agreement and the Judgment, including the Releases set forth in Section 10;
- (f) Finding that the Mail Notice, the establishment of an automated toll-free interactive voice response phone system, the Settlement Website, internet

advertising, and the Publication Notice were reasonable, the best practicable notice under the circumstances, and satisfy the requirements of the Federal Rules of Civil Procedure and the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law;

- (g) Finding that all notices concerning the Settlement required by the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715, *et seq.*, have been sent and that Defendants have fully complied with the notice requirements under that Act;
- (h) Dismissing all claims in the Litigation by Settling Plaintiff and the RoundPoint Settlement Class Members against Defendants on the merits and with prejudice, and entering Judgment thereon;
- (i) In order to protect the continuing jurisdiction of the Court and to effectuate this Agreement and the Judgment, permanently enjoining RoundPoint Settlement Class Members and anyone acting or purporting to act on their behalf, from filing, commencing, prosecuting, intervening in, maintaining (including claims or actions already filed), or participating in (as parties, class members, or otherwise) any new or existing action or proceeding before any court or tribunal regarding any Released Claims against any Released Parties, and from organizing any RoundPoint Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit regarding any Released Claims against any Released Parties, and providing that any person in violation of

the injunction may be subject to sanctions, including payment of reasonable attorneys' fees incurred in seeking enforcement of the injunction;

- (j) Approving payment of the Attorneys' Fees and Expenses to Class Counsel and the Case Contribution Award to Settling Plaintiff, in both respects up to but not exceeding the maximum amounts identified in this Agreement;
- (k) Reserving continuing jurisdiction of the Court over all matters relating to the administration, consummation, enforcement, construction and interpretation of the Settlement, this Agreement, and the Judgment;
- (l) Holding that there is no just reason for delay and that the Judgment shall be final and appealable, irrespective of the Court's continuing jurisdiction over administration of the Settlement; and
- (m) Such additional provisions as provided in Exhibit E as necessary to implement this Agreement and the Settlement.

13.4. If the Settlement is not granted Final Approval, or this Agreement is otherwise terminated or rendered null and void, the certification of the RoundPoint Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this or any other action can be or have been satisfied. In that event, Defendants reserve and shall have all rights to challenge certification of a RoundPoint Settlement Class or any other class for trial purposes in the Litigation, or in any other action, on all available grounds as if no RoundPoint Settlement Class had been certified. Also, in that event, the Settlement, this Agreement and any discussions or

documents relating to the Settlement or this Agreement shall be inadmissible in any other proceeding.

13.5. Within ten (10) Days after the Effective Date, Settling Plaintiff and RoundPoint Settlement Class Members shall dismiss with prejudice all claims, actions, or proceedings that have been brought by or involve any RoundPoint Settlement Class Member in any other jurisdiction and that assert any of the Released Claims.

**14. ATTORNEYS' FEES, EXPENSES, AND SETTLING PLAINTIFF'S CASE CONTRIBUTION AWARD**

14.1. The total of all applications for Attorneys' Fees and Expenses by Class Counsel and any other person on behalf of the Settling Plaintiff and Noticed Class Members shall not exceed \$406,865.00.

14.2. Defendants agree not to oppose or otherwise object to an application by Class Counsel for the award of Attorneys' Fees and Expenses in this Litigation for the claims asserted relating to the RoundPoint LPI program that does not exceed the amount listed above in Section 14.1. Class Counsel agree not to seek Attorneys' Fees and Expenses in excess of the amount listed in Section 14.1. Class Counsel agrees that the amount of such costs and fees awarded shall fully compensate them and any other attorney for the Settling Plaintiff or Noticed Class Members for all legal work and costs in the Litigation for the claims asserted relating to the RoundPoint LPI program up to and including the date on which the Judgment becomes Final, including any appeal of the Judgment, as well as for all legal work and costs that may be incurred in the Litigation after entry of the Judgment. If for any reason awards of Attorneys' Fees and Expenses exceed the amount listed in Section 14.1 above, Defendants shall have the right, and they may, within their sole discretion, terminate the Settlement and declare this Settlement Agreement null and void. In the event the Court awards Class Counsel less than the

amount of Attorneys' Fees and Expenses identified in Section 14.1 above, this Settlement Agreement shall nonetheless remain in full force and effect.

14.3. Within seven (7) Days after the Effective Date, Defendants shall pay the amount of Attorneys' Fees and Expenses awarded by the Court (not to exceed the amount identified in Section 14.1 above) to the Trust Account of The Moskowitz Law Firm, PLLC who shall hold and distribute it in trust for Class Counsel. Such Attorneys' Fees and Expenses shall be paid equally by Defendants, *e.g.*, one-third by RoundPoint, one-third by Great American, and one-third by Willis of Ohio. No Defendant shall be responsible or liable for paying any other Defendant's proportionate share of Attorneys' Fees and Expenses, and Settling Plaintiff and Class Counsel agree, and all RoundPoint Settlement Class Members shall be deemed to agree, that Defendants are not jointly and severally liable for payment of such amounts.

14.4. Except as expressly provided in this Agreement, Defendants are not liable or responsible for any other expenses, costs, damages, or fees incurred by any other person, including but not limited to the Settling Plaintiff, any Noticed Class Member, any person who objects to the Settlement or excludes themselves from the RoundPoint Settlement Class, or any of their attorneys, experts, advisors, investigators, agents, or representatives. Any award of Attorneys' Fees and Expenses by the Court will be in complete satisfaction of any and all claims for attorneys' fees and expenses that the Settling Plaintiff, Noticed Class Members, Class Counsel, or any other person or their counsel has or may have against Defendants arising out of or in connection with the Litigation, the Released Claims, or this Settlement.

14.5. Settling Plaintiff, all RoundPoint Settlement Class Members, and Class Counsel hereby waive, discharge and release Defendants from any and all other claims for attorneys' fees, by lien, statute, or otherwise for legal services in connection with the Litigation. Defendants

shall not be responsible for and shall have no liability whatsoever with respect to the allocation, distribution, or apportionment of any award of Attorneys' Fees and Expenses among Class Counsel, or any other person who may assert a claim thereto, which the Court may award. Once payment is made pursuant to Section 14.3 above, Defendants will not be subject to any claims for additional payments to Class Counsel or any attorney who is or was a member of, partner of, or otherwise associated with any of the firms representing the Settling Plaintiff, any Noticed Class Member, or any RoundPoint Settlement Class Member. Class Counsel shall defend, hold harmless, and indemnify Defendants and Defendants' Counsel from and against any claims, damages, liability, causes of action, liens, and expenses, including reasonable attorneys' fees and expenses, resulting from any action or proceeding involving the payment or apportionment of the award of Attorneys' Fees and Expenses in this Litigation by, to, or among the Settling Plaintiff, Class Counsel, or any attorney or firm that alleges to have provided services to the Settling Plaintiff or any Noticed Class Members.

14.6. In addition to the Claim Settlement Relief that may otherwise be due to a RoundPoint Settlement Class Member, Defendants agree to pay Settling Plaintiff Austin Belanger a Case Contribution Award, as awarded by the Court, in an amount not to exceed \$5,000, by check made payable to the Settling Plaintiff delivered to Class Counsel within thirty (30) Days after the Effective Date. The Case Contribution Award shall be paid equally by Defendants, *e.g.*, one-third by RoundPoint, one-third by Great American, and one-third by Willis of Ohio. No Defendant shall be responsible or liable for paying any other Defendant's proportionate share of Case Contribution Award, and Settling Plaintiff and Class Counsel agree, and all RoundPoint Settlement Class Members shall be deemed to agree, that Defendants are not jointly and severally liable for payment of such amounts.

14.6.1. If the Court awards any Case Contribution Award, the Settling Plaintiff shall provide to Defendants a completed W-9 form within ten (10) Days after entry of the Judgment.

14.7. The procedure for and the grant or denial or allowance or disallowance by the Court of the Attorneys' Fees and Expenses and the Case Contribution Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to the applications for Attorneys' Fees and Expenses and the Case Contribution Award, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Judgment approving the Agreement and the Settlement becoming Final, except as otherwise provided in this Agreement.

## **15. CONFIDENTIALITY; COMMUNICATIONS TO MEDIA AND PUBLIC**

15.1. The Parties agree that the terms of the Settlement, the fact of the Settlement, and all details concerning the Settlement, shall remain confidential and not be disclosed by any Party, except as provided for in Section 15.3 of this Agreement, or as required by law.

15.2. Settling Plaintiff and Defendants agree further that both before and after entry of the Preliminary Approval Order, they shall not publish a press release or make a statement of any kind, whether oral or written, concerning the fact of the Settlement, the terms of the Settlement, or any details concerning the Settlement.

15.3. Settling Plaintiff and Defendants agree that both before and after entry of the Preliminary Approval Order, if any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed upon in writing by all Settling Parties, no information will be provided in response to

such inquiries. However, after the Motion for Preliminary Approval is filed, any Party 1) may respond to Noticed Class Member inquiries with information related to the Settlement, and 2) may post the Motion for Preliminary Approval and its exhibits on their law firm websites or **[www.lenderplacedlawsuit.com](http://www.lenderplacedlawsuit.com)**.

15.4. For the avoidance of any doubt, nothing in this Settlement Agreement prevents the Parties or the Released Parties from making any disclosures required to effectuate this Settlement Agreement, or from making any disclosures required by law.

15.5. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive the termination or completion of performance of the Settlement Agreement.

## **16. TERMINATION AND EFFECT THEREOF**

16.1. This Agreement may be terminated by any Party if any of the conditions of Section 3 are not fully satisfied, unless they are waived in writing signed by Settling Plaintiff, Class Counsel, and Defendants.

16.2. This Agreement may also be terminated at the discretion of Settling Plaintiff or any Defendant if:

- (a) The Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that is material, including without limitation, the terms or relief, the findings or conclusions of the Court, the provisions relating to Class Notice, the definition of the RoundPoint Settlement Class, and/or the terms of the Releases;

(b) The Court, or any appellate court(s), does not enter or completely affirm, or alters, or restricts, or expands, any portion of the Judgment, or any of the Court's findings of fact or conclusions of law, in a manner that is material;

(c) All of the conditions required to be met before the Effective Date do not occur, or the Effective Date does not occur, or the Preliminary Approval Order or Judgment are not entered, or the obligations of Defendants under this Agreement are materially altered;

(d) Notice from the Settlement Administrator of a number of opt outs that triggers a right to terminate under Section 11.4;

(e) Settling Plaintiff or any RoundPoint Settlement Class Member with an attorney-client relationship with Class Counsel or their firms opts out of or objects to the RoundPoint Settlement Class or the Settlement Agreement, in which case Defendants only may terminate the Agreement;

(f) The total of all awards of attorneys' fees and costs in this Litigation related to the RoundPoint LPI program or the Settlement to any person, including Class Counsel, Settling Plaintiff, the RoundPoint Settlement Class, or any other person, exceeds the maximum amount set forth in Section 14.1; or

(g) Any other basis for termination provided for elsewhere in this Agreement, in which case the Settling Party permitted the right to terminate the Agreement under such provision may terminate the Agreement.

16.3. Termination must be accomplished by serving on all counsel for Settling Parties and filing with the Court a written notice of termination within fourteen (14) Days after occurrence of the condition or event giving rise to termination. If a right to terminate this

Agreement arises, no Party is required for any reason or under any circumstance to exercise the option to terminate.

16.4. If this Agreement is terminated as provided herein, either automatically or by any Settling Party, the Settlement shall be null and void from its inception and the Settling Parties will be restored to their respective positions in the Litigation as of immediately prior to entry of the Preliminary Approval Order, and the Settling Parties retain all of their pre-Settlement litigation rights and defenses, including Settling Plaintiff's right to seek class certification and Defendants' right to oppose class certification. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to the Settling Parties and will not be used in the Litigation, or in any other proceeding for any purpose; all communications and documents related to the Settlement will be subject to Federal Rule of Evidence 408 and all other applicable settlement, negotiation and mediation privileges; and any judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

## **17. MISCELLANEOUS PROVISIONS**

17.1. Defendants and the Settlement Administrator are not obligated to compute, estimate, or pay any taxes on behalf of, and are not liable for any taxes owed by, the Settling Plaintiff, Class Counsel, or RoundPoint Settlement Class Members as a result of the payments contemplated by the Settlement.

17.2. RoundPoint Settlement Class Members who have made or who make a claim for benefits for property damage to real or Residential Property in the future pursuant to the terms of an LPI Policy will not be affected in any way as a result of their participation in the Settlement,

and may participate in this Settlement to the same extent as RoundPoint Settlement Class Members who have not made a claim on an LPI Policy.

17.3. No amounts received by any Settling Plaintiff or RoundPoint Settlement Class Member under this Settlement will be offset for any payments to Settling Plaintiff or RoundPoint Settlement Class Members under any settlement between Defendants and any governmental entity.

17.4. The Settling Parties acknowledge that it is their intent to consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

17.5. The Settling Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to all claims asserted in the Litigation arising from or relating to the RoundPoint LPI program. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party or any parent, subsidiary or Affiliate of any Defendant or any director, officer, agent, servant, employee, representative, insurer, or attorney of any Defendant or of any parent, subsidiary or Affiliate of any Defendant as to the merits of any claim or defense. The Settling Parties agree that the consideration provided to the RoundPoint Settlement Class and the other terms of the Settlement were negotiated in good faith and at arm's length by the Settling Parties, and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel. The amounts paid are to compromise RoundPoint Settlement Class Members' claims for damages and represent their compensation for such alleged damages.

17.6. Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claims, or of any wrongdoing or liability of any Defendant or Released Party; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault, omission, wrongdoing, or liability of any Defendant or Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendants and any Released Party may file this Agreement and/or the Judgment in any action in order to support any defense or counterclaim, including, without limitation, those based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

17.7. All of the Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

17.8. This Agreement may be amended or modified only by a written instrument signed by or on behalf of Settling Plaintiff and Defendants or their respective successors-in-interest.

17.9. This Agreement, including attached Exhibits, constitute a single, integrated written contract expressing a complete and exclusive statement of the entire agreement of the Settling Parties relative to the subject matter herein, superseding all prior negotiations, representations, understandings, and writings, and may not be contradicted or supplemented by evidence of any prior or contemporaneous agreement. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Settling Party hereto, except as expressed herein. Except as otherwise provided herein, the Settling Parties will bear their own respective costs.

17.10. Class Counsel, on behalf of the RoundPoint Settlement Class, are expressly authorized by Settling Plaintiff to take all appropriate action required or permitted to be taken by the RoundPoint Settlement Class pursuant to this Agreement to effectuate its terms, and are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the RoundPoint Settlement Class that Class Counsel deem appropriate.

17.11. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of counterparts will be submitted to the Court.

17.12. RoundPoint Settlement Class Members may not assign or transfer Claims, Claim Settlement Relief, or the right to seek recovery under this Agreement or the Settlement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

17.13. Without affecting the finality of the Judgment, the Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties, including all RoundPoint Settlement Class Members, submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

17.14. None of the Settling Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any Settling Party as the drafter thereof.

17.15. Except for those actions and proceedings to implement and preserve the Settlement prior to the Court's Final Approval, the Settling Parties stipulate to stay all proceedings in the Litigation as related to the claims and allegations of Settling Plaintiff relating

to the RoundPoint LPI program until the approval of this Agreement has been finally determined.

17.16. Except as agreed by the Settling Parties in writing, within thirty (30) Days after the Administrator's final accounting described in Section 7.7, Class Counsel shall destroy all electronically stored information, testimony, or other information produced by Defendants in the Litigation related to the RoundPoint LPI program or in connection with this Settlement, and shall so certify in writing.

17.17. The Settlement shall be governed by the laws of the State of Florida without regard to conflict of law provisions, except to the extent that the law of the United States governs any matters set forth herein, in which case such federal law shall govern.

17.18. The following principles of interpretation apply to the Agreement: (a) the plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be; (b) references to a person are also to the person's successor-in-interest; and (c) whenever the words "include," "includes," or "including" are used in the Agreement, they shall not be limiting, but rather shall be deemed to be followed by the words "without limitation."

17.19. The Settlement Agreement and Judgment shall not be subject to collateral attack by any RoundPoint Settlement Class Member or any recipient of the notices to the RoundPoint Settlement Class after the Judgment is entered.

17.20. The waiver by any Party of any breach of this Agreement by another Party or of a right hereunder shall not be deemed or construed as a waiver of any other breach or right, whether prior, subsequent or contemporaneous, under this Agreement. Any waiver by any Party shall not be construed as a waiver by any other Party.

17.21. Any inconsistency between the headings used in this Agreement and the text of this Agreement shall be resolved in favor of the text.

## **18. NOTICES**

18.1. All Notices (other than the Class Notice) required by the Agreement shall be made in writing and communicated by mail and email or facsimile to the following addresses:

Class Counsel:

Adam Moskowitz, Esq.  
The Moskowitz Law Firm, PLLC  
2 Alhambra Plaza  
Suite 601  
Coral Gables, FL 33134  
Telephone: 305 740-1423  
*Counsel for Settling Plaintiff and the RoundPoint Settlement Class*

Defendants' Counsel:

Brian V. Otero, Esq.  
Hunton Andrews Kurth LLP  
200 Park Avenue  
52nd Floor  
New York, NY 10166  
Tel: 212-309-1000  
*Counsel for RoundPoint*

Alexander E. Potente, Esq.  
Clyde & Co US LLP  
101 Second Street  
San Francisco, CA 94105  
415-365-9869  
alex.potente@clydeco.us  
*Counsel for Great American*

Robert A. Mintz, Esq.  
McCarter & English, LLP  
100 Mulberry Street  
Four Gateway Center  
Newark, NJ 07102  
Tel: 973-639-7916  
*Counsel for Willis of Ohio*

18.2. The notice recipients and addresses designated above may be changed by written notice to all Settling Parties.

18.3. Upon the request of Class Counsel or Defendants' Counsel, Settling Plaintiff, and Defendants agree to promptly provide each other with copies of objections, Requests for Exclusion, or other similar documents received from Noticed Class Members in response to the Class Notice.

IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement on the dates set forth below.

**SETTLING PLAINTIFF:**

Dated: September \_\_\_\_, 2018

By: \_\_\_\_\_  
Austin Belanger

**CLASS COUNSEL:**

THE MOSKOWITZ LAW FIRM, PLLC

Dated: September \_\_\_\_, 2018

By: \_\_\_\_\_  
\_\_\_\_\_  
Name/Title

HARKE LAW LLP

Dated: September \_\_\_\_, 2018

By: \_\_\_\_\_  
\_\_\_\_\_  
Name/Title

**DEFENDANTS:**

ROUNDPOINT MORTGAGE SERVICING  
CORPORATION

Dated: September \_\_\_\_, 2018

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

GREAT AMERICAN E&S INSURANCE  
COMPANY

Dated: September \_\_\_\_, 2018

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

WILLIS OF OHIO, INC. F/D/B/A LOAN  
PROTECTOR INSURANCE SERVICES

Dated: September \_\_\_\_, 2018

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

# **EXHIBIT A**

## **UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA**

**Case No.: 17-23307-Civ-COOKE/GOODMAN**

AUSTIN BELANGER, on behalf of  
himself and all others similarly situated,

Plaintiff,

vs.

ROUNDPOINT MORTGAGE  
SERVICING CORPORATION,  
GREAT AMERICAN  
E&S INSURANCE COMPANY and  
WILLIS OF OHIO, INC., d/b/a Loan  
Protector Insurance Services,

Defendants.

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### **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING SETTLEMENT CLASS FOR SETTLEMENT PURPOSES, DIRECTING THE ISSUANCE OF CLASS NOTICE, AND SCHEDULING A FINAL APPROVAL HEARING**

Upon review and consideration of the Motion for Preliminary Approval of Class Action Settlement of Settling Plaintiff<sup>1</sup> Austin Belanger, on behalf of himself and all RoundPoint Settlement Class Members, and Defendant RoundPoint Mortgage Servicing Corporation; Defendant Great American E&S Insurance Company; and Defendant Willis of Ohio, Inc., f/d/b/a Loan Protector Insurance Services, including the Parties' Stipulation and Settlement Agreement dated September \_\_, 2018 and all exhibits thereto, and the Court

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<sup>1</sup> Unless otherwise indicated, capitalized terms used throughout this Order shall have the meanings ascribed to them in the Settlement Agreement.

having been fully advised in the premises, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. **Settlement.** Settling Plaintiff and Defendants have negotiated a proposed settlement of Settling Plaintiff's claims in this action, individually and on behalf of a class of borrowers of RoundPoint, described below as the RoundPoint Settlement Class, to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims against (a) RoundPoint, Willis of Ohio, and Great American, individually and collectively, and all of their respective past and present, direct and indirect, divisions, parents, subsidiaries, parent companies, and Affiliates with respect to the period of time such Affiliates were controlled by, or under common control with, a Released Party, including but not limited to any direct or indirect subsidiary of any of them, and all of the officers, directors, employees, agents, brokers, distributors, representatives, shareholders, insurers, and attorneys of all such entities.

2. **Review.** The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The terms and conditions in the Settlement Agreement are incorporated herein as though fully set forth in this Order.

3. **Preliminary Approval.** The Settlement Agreement entered into by and among the Settling Plaintiff and RoundPoint, Willis of Ohio, and Great American was negotiated at arm's length and is approved on a preliminary basis as fair, reasonable, and adequate and within the range of possible approval.

4. **Settlement Class Relief.** The proposed Claim Settlement Relief to RoundPoint Settlement Class Members, as identified in Section 4 of the Settlement

Agreement, is approved on a preliminary basis as fair, reasonable, and adequate. The RoundPoint Settlement Class shall consist of:

All borrowers with mortgage loans secured by property in the United States who, within the Settlement Class Period (as defined below), were charged by RoundPoint under an LPI Policy for Residential Property, and who, within the Settlement Class Period, either (i) paid to RoundPoint the Net Premium for that LPI Policy or (ii) did not pay to and still owe RoundPoint the Net Premium for that LPI Policy. Excluded from the Class are: (i) individuals who are or were during the Settlement Class Period officers or directors of any Defendant in the Litigation or any of their respective Affiliates; (ii) any justice, judge, or magistrate judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; (iii) borrowers whose LPI Policy was cancelled in its entirety such that any premiums charged and/or collected were fully refunded to the borrower's escrow account; and, (iv) all borrowers who file a timely and proper request to be excluded from the Settlement Class.

The Settlement Class Period shall commence on November 1, 2012, and shall continue through and including the date of entry of this Order.

5. **Preliminary Certification of Settlement Class.** For settlement purposes only, the Court makes the following determinations as to certification of the RoundPoint Settlement Class:

(a) The Court preliminarily certifies the RoundPoint Settlement Class for purposes of settlement only, under Fed. R. Civ. P. 23(a) and (b)(3).

(b) The RoundPoint Settlement Class is so numerous that joinder of all members is impracticable;

(c) There are questions of law or fact common to the Noticed Class Members;

(d) The claims of the Settling Plaintiff are typical of the claims of the Noticed Class Members;

(e) Settling Plaintiff are capable of fairly and adequately protecting the interests of the Noticed Class Members, in connection with the Settlement Agreement;

(f) Common questions of law and fact predominate over questions affecting only individual Noticed Class Members;

(g) The RoundPoint Settlement Class is ascertainable; and

(h) Resolution of the claims in this Litigation by way of a nationwide class action settlement is superior to other available methods for the fair and efficient resolution of the claims of Noticed Class Members.

6. **Designation of Class Representative.** Settling Plaintiff Austin Belanger is designated as the representative of the RoundPoint Settlement Class for the sole purpose of seeking a settlement of the claims against RoundPoint, Willis of Ohio, and Great American in the Litigation.

7. **Designation of Class Counsel.** The law firms of The Moskowitz Law Firm, PLLC and Harke Law LLP are hereby designated as Class Counsel for the RoundPoint Settlement Class for the sole purpose of the Settlement.

8. **Final Approval Hearing.** A hearing regarding final approval of the Settlement (“Final Approval Hearing”) will be held at :00 \_\_\_\_m. on \_\_\_\_\_ [at least 120 days after preliminary approval], 2018 in \_\_\_\_\_ before the Honorable Marcia Cooke, to determine, among other things: (i) whether the classwide Settlement of Settling Plaintiff’s claims against RoundPoint, Willis of Ohio, and Great American in the Litigation should be approved as fair, reasonable, and adequate; (ii) whether the Settling Plaintiff’s claims against RoundPoint, Willis of Ohio, and Great American in the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (iii) whether RoundPoint Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; (iv) whether RoundPoint Settlement Class

Members should be subject to a permanent injunction which, among other things, bars Settling Plaintiff and all RoundPoint Settlement Class Members and any person actually or purportedly acting on their behalf, from filing, commencing, prosecuting, maintaining, intervening in, participating in (as parties, class members or otherwise), and from organizing or soliciting the participation of other RoundPoint Settlement Class Members in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) in any jurisdiction based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (v) whether the application of Class Counsel for an award of Attorneys' Fees and Expenses, and proposed Case Contribution Award to Settling Plaintiff, should be approved.

**9. Class Notice.**

9.1. The Court approves the Class Notice as described in the Settlement Agreement, including the Mail Notice attached as Exhibit B to the Settlement Agreement and the manner of providing Mail Notice to Noticed Class Members described in Section 6 of the Settlement Agreement. The Court finds that Class Notice as described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise Noticed Class Members of the pendency of this Litigation, the terms of the Settlement Agreement, and their right to object to the Settlement or to exclude themselves from the RoundPoint Settlement Class. The Court further finds that Mail Notice, Publication Notice, the Settlement Website, and the other forms of Class Notice described in the Settlement Agreement are reasonable, constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and meet the

requirements of Fed. R. Civ. P. 23 and due process.

9.2. The Mail Notice, in the form and content of Exhibit B to the Settlement Agreement, shall be mailed by the Settlement Administrator not less than ninety (90) Days before the Final Approval Hearing regarding the Settlement, in the manner described in the Settlement Agreement. The Claim Form Instructions and Claim Form, in the form and content attached as Exhibits C and D to the Settlement Agreement, shall be included with the Mail Notice.

9.3 A summary Publication Notice, in the form and content attached as Exhibit E to the Settlement Agreement, shall be published by the Settlement Administrator not less than forty-five (45) Days before the Final Approval Hearing regarding this Settlement, in the manner described in the Settlement Agreement.

9.4 No later than the posting of the Mail Notice, the Settlement Administrator shall establish a Settlement Website that shall contain copies of the Settlement Agreement and Exhibits, the Preliminary Approval Order, the Mail Notice, Claim Form Instructions, Claim Form, Spanish translations of the Mail Notice, Claim Form, and Claim Form Instructions, and such other documents as Class Counsel and Defendants' Counsel agree upon. The Claim Form Instructions and Claim Form shall be available to download or print from the Settlement Website. In addition, the Settlement Website shall allow for the option of completing Claim Forms online on the Settlement Website, utilizing an e-signature format; provided however, for those Claims requiring verification documents, the Claimant must upload scanned copies of those verification documents to the Settlement Website, with the appropriate claim number to associate the uploaded verification documents with the Claim. The Settlement Website shall have a Uniform Resource Locator which identifies the

Settlement Website as [www.BelangerSettlementInfo.com](http://www.BelangerSettlementInfo.com). The Settlement Website shall remain open and accessible through the last day for RoundPoint Settlement Class Members to submit a Claim for Settlement Relief. The Settlement Website shall not include any advertising, and shall not bear or include any logos or trademarks of any of the Defendants. Further, the Settlement Administrator shall publish, beginning not less than 60 Days before the Final Approval Hearing, advertisements on the Internet directed to Noticed Class Members in form and content mutually acceptable to Class Counsel and Defendants as described in the Settlement Agreement.

9.5 No later than the posting of the Mail Notice, the Settlement Administrator shall also establish a toll-free interactive voice response (“IVR”) phone number, without live operators, with script recordings of information about this Settlement, including information about the Claim Form, utilizing the relevant portions of the Mail Notice and Claim Form. The phone number shall remain open and accessible through the last day for RoundPoint Settlement Class Members to submit a Claim Form. The Settlement Administrator shall make reasonable provision for Class Counsel to be promptly advised of recorded messages left by Noticed Class Members concerning the Litigation and/or this Settlement, so that Class Counsel may timely and accurately respond to such inquiries; *provided however*, the Settlement Administrator shall review the recorded messages before providing them to Class Counsel, and if one or more of the messages 1) requests a blank Claim Form, 2) seeks confirmation that the caller is indeed a Noticed Class Member, 3) asks for the amount of Net Written Premium charged to the Noticed Class Member and the calculation of expected payment if a valid Claim Form is submitted, 4) inquires as to whether a Claim Form was received and if it is valid, or 5) seeks other similar administrative

assistance only, then the Settlement Administrator shall handle such administrative request(s), but the Administrator shall provide all other messages to Class Counsel for any further response to the Noticed Class Member.

9.6 RoundPoint Settlement Class Members will be provided an opportunity to submit Claim Forms in the form attached to the Agreement as Exhibit C, requesting Claim Settlement Relief in accordance with the terms of the Agreement. To be considered valid and timely, a Claim Form must be completed and signed by the RoundPoint Settlement Class Member and all mortgagors on the mortgage for the Residential Property insured by the LPI Policy related to the RoundPoint Settlement Class Member's Claim; must be materially complete as provided in the Agreement; and must be (a) if in paper form, mailed to the address of the Settlement Administrator as specified in the Claim Form and postmarked by \_\_\_\_\_, 20\_\_ ("Claim Deadline"), which is at least 60 Days after Final Approval Hearing, or (b) if submitted electronically via the Settlement Website, be completed and submitted by midnight ET on the Claim Deadline. The Claimant must also attest and affirm all of the information provided in his or her Claim under the following declaration: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the information provided by me on this Claim Form is true and correct." Submitted Claim Forms shall be reviewed and handled by the Settlement Administrator in accordance with the Settlement Agreement.

9.7 Not less than 10 Days prior to the Final Approval Hearing, Class Counsel shall file a declaration or affidavit from the Settlement Administrator with the Court regarding proof of mailing of the Mail Notice, publication of the Publication Notice and of internet advertising, establishing of the Settlement Website, and identifying the Noticed Class

Members who timely submitted Requests for Exclusion.

9.8 Class Counsel and Defendants' Counsel as jointly agreed, along with the Settlement Administrator, are authorized to complete any missing information and to make any non-substantive revisions to the Claim Form, Claim Form Instructions, Mail Notice, and Publication Notice that do not materially reduce the rights of Noticed Class Members prior to disseminating them as necessary to fulfill the purposes of the Settlement. The font size, layout, and other presentation elements of the Claim Form, Claim Form Instructions, Mail Notice, and Publication Notice may be adjusted to accommodate printing, mailing and publication considerations.

9.9 Defendants shall each comply with the notice obligations under the Class Action Fairness Act, 28 U.S.C. § 1715, in connection with the proposed Settlement.

10. **Settlement Administrator.** The Court approves and authorizes Defendants to retain \_\_\_\_\_ as Settlement Administrator to implement the terms of the Settlement Agreement, and authorizes and directs such Settlement Administrator to (a) print and mail the Mail Notice, Claim Form, and Claim Form Instructions, (b) establish the IVR phone line system, (c) initiate the Internet advertising campaign, (d) establish the Settlement Website, (e) publish the Publication Notice, (f) receive and process Claim Forms, and (g) carry out such other responsibilities as are provided for in the Settlement Agreement or as may be agreed to by Class Counsel and Defendants, all pursuant to and as provided in the Settlement Agreement.

11. **Exclusion from the RoundPoint Settlement Class.** Any Noticed Class Member who wishes to be excluded from the RoundPoint Settlement Class must send a written Request for Exclusion to the Settlement Administrator by first-class mail, postage

prepaid, to the address provided in the Mail Notice and Settlement Website. Any such Request for Exclusion must be postmarked by \_\_\_\_\_, 201\_\_ (“Opt Out Deadline”), which is no less than thirty (30) Days before the Final Approval Hearing.

11.1. To be valid, the Request for Exclusion must: (a) identify the case name and number; (b) identify the name and address of the Noticed Class Member requesting exclusion; (c) be personally signed by the Noticed Class Member requesting exclusion and all other borrowers on the applicable mortgage account; and (d) contain a statement that indicates a desire to be excluded from the RoundPoint Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed RoundPoint Settlement Class in the Belanger Class Action.” Mass or class opt outs shall not be allowed.

11.2. A Noticed Class Member who desires to opt out must take timely affirmative written action pursuant to this Order and the Settlement Agreement, even if the Noticed Class Member desiring to opt out of the RoundPoint Settlement Class (a) files or has filed a separate action against any of the Released Persons, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Persons.

11.3. Except for those Noticed Class Members who timely and properly file a Request for Exclusion, all other Noticed Class Members will be deemed to be RoundPoint Settlement Class Members for all purposes under the Settlement Agreement, and upon the Effective Date, will be bound by its terms, including, but not limited to, the Releases in Section 10 of the Settlement Agreement and a Judgment approving the Settlement.

11.4 If the proposed Settlement is finally approved, any Noticed Class Member who has not submitted a timely, written Request for Exclusion from the RoundPoint Settlement Class shall be bound by the Judgment and all subsequent

proceedings, orders, and judgments in this Litigation and all provisions of the Settlement Agreement, including, but not limited to, the Releases provided in Section 10.1 of the Settlement Agreement, even if he or she has pending, or subsequently initiates, litigation against RoundPoint, Willis of Ohio, Great American, or any Released Persons relating to any of the Released Claims as defined in the Settlement Agreement.

11.5 If the number of timely and valid Requests for Exclusion exceeds five percent (5%) of the total number of Noticed Class Members, the Settling Parties stipulate and agree that Defendants shall have the right, at their sole and exclusive discretion, to terminate this Agreement without penalty or sanction.

12. **Objections and Appearances.** Any Noticed Class Member who has not filed a timely written Request for Exclusion and who complies with the requirements of this Order and the Settlement Agreement may object to any aspect of the proposed Settlement either on his or her own or through an attorney hired at his or her expense. Any RoundPoint Settlement Class Member who wishes to object to the Settlement Agreement must do so in writing and must file with the Clerk of Court and mail copies to Class Counsel and Defendants' Counsel, at the addresses listed below, a written statement of objection in accordance with the requirements set forth below and in the Settlement Agreement, by \_\_\_\_\_, 201\_\_\_\_ (the "Objection Deadline"), which is no less than thirty (30) Days before the Final Approval Hearing:

**For Settling Plaintiff and RoundPoint Settlement Class**

Adam Moskowitz, Esq.  
The Moskowitz Law Firm, PLLC  
2 Alhambra Plaza  
Suite 601

Coral Gables, FL 33134  
Telephone: 305 740-1423

**RoundPoint's Counsel:**

Brian V. Otero, Esq.  
Hunton Andrews Kurth LLP  
200 Park Avenue  
52nd Floor  
New York, NY 10166  
Tel: 212-309-1000  
*Counsel for RoundPoint*

**Great American's Counsel:**

Alexander E. Potente, Esq.  
Clyde & Co US LLP  
101 Second Street  
San Francisco, CA 94105  
415-365-9869  
*Counsel for Great American*

**Willis of Ohio's Counsel:**

Robert A. Mintz, Esq.  
McCarter & English, LLP  
100 Mulberry Street  
Four Gateway Center  
Newark, NJ 07102  
Tel: 973-639-7916  
*Counsel for Willis of Ohio*

12.1. The requirements to assert a valid written objection shall be set forth in the Mail Notice and on the Settlement Website, and shall include: (a) the case name and number; (b) the name, address, and telephone number of the RoundPoint Settlement Class Member objecting and, if represented by counsel, the name, address, and telephone number of his/her counsel; (c) the basis for the objection; and (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.

12.2. Any RoundPoint Settlement Class Member who fails to object to the Settlement in the manner described in the Mail Notice and consistent with this Order shall be

deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

12.3 Subject to approval of the Court, any RoundPoint Settlement Class Member who submits a timely written objection may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement Agreement should not be approved as fair, adequate, and reasonable, provided that the objecting RoundPoint Settlement Class Member: (a) files with the Clerk of the Court by the Objection Deadline a notice of intention to appear at the Final Approval Hearing (“Notice of Intention to Appear”), which must include the case name and number and the RoundPoint Settlement Class Member’s name, address, telephone number, and signature; and (b) serves copies of the Notice of Intention to Appear on all counsel designated in this Order by the Objection Deadline. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting RoundPoint Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any attorney who intends to represent an objecting RoundPoint Settlement Class Member at the Final Approval Hearing must do so at the RoundPoint Settlement Class Member’s expense and must file a notice of appearance at least thirty (30) Days before the Final Approval Hearing. Any RoundPoint Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other requirements of this Order and the Settlement Agreement will not be entitled to appear at the Final Approval Hearing to raise any objections.

13. **Releases.** If the Settlement is finally approved, all Noticed Class Members who have not filed a timely and proper Request for Exclusion shall release the Released Persons from all Released Claims, as more fully described in Section 10 of the Settlement Agreement, including but not limited to, *inter alia*, any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, interest, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever that each Releasing Person has or may have had until the close of the Settlement Class Period, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, at law or in equity, including, but not limited to, claims that were or could have been sought or alleged in the Litigation that relate to, concern, arise from, or pertain in any way to the LPI Policies, including, but not limited to, the Released Parties' acts, omissions, policies, or practices concerning RoundPoint's placement of LPI Policies and its related conduct, Willis of Ohio's procuring of LPI Policies on behalf of RoundPoint and its related conduct, or Great American's issuance of LPI Policies and its related conduct, or disclosure or nondisclosure of charges related to LPI premiums during the Settlement Class Period, allegedly inflated premiums charged by Defendants for LPI, alleged "kickbacks" RoundPoint received or Great American or Willis of Ohio paid in connection with the RoundPoint LPI program (including but not limited to alleged no or low-cost loan monitoring or tracking services), including but not limited to acts, omissions, policies or practices concerning LPI Policies or charges for placement of LPI Policies under the RoundPoint LPI program during the Settlement Class

Period.

14. **Attorneys' Fees, Expenses and Case Contribution Award.** Settling Plaintiff and Class Counsel agree not to seek an award of Attorneys' Fees and Expenses in the Litigation in a total amount that exceeds \$406,865.00. Class Counsel and Settling Plaintiff agree not to seek a Case Contribution Award that exceeds \$5,000 for Settling Plaintiff for his work and assistance in this Litigation. Defendants agree not to oppose applications for Attorneys' Fees and Expenses and Case Contribution Award that do not exceed the foregoing amounts.

14. **Preliminary Injunction.** In order to protect the continuing jurisdiction of the Court and to effectuate this Order, the Agreement and the Settlement, all Noticed Class Members who do not timely exclude themselves from the RoundPoint Settlement Class, and anyone acting or purporting to act on their behalf, are hereby preliminarily enjoined from directly or indirectly (a) filing, commencing, prosecuting, intervening in, maintaining (including claims or actions already filed), or participating in (as parties, class members, or otherwise) any new or existing action or proceeding before any court or tribunal in any jurisdiction regarding any Released Claims against any Released Parties; or (b) organizing any RoundPoint Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a new or pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Litigation and/or the Released Claims.

15. **Service of Papers.** Class Counsel and Defendants' Counsel and shall serve on each other and on all other parties who have filed notices of appearance, at or before

the Final Approval Hearing, any further documents in support of the proposed Settlement, including responses to any papers filed by RoundPoint Settlement Class Members. Class Counsel and Defendants' Counsel shall promptly furnish to each other any and all objections or written Requests for Exclusion that may come into their possession and shall file such objections with the Court on or before the Final Approval Hearing, unless such documents already appear on the Court's docket.

16. **Termination of Settlement.** This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of July 22, 2018, if: (a) the proposed Settlement is not finally approved by the Court, or the Judgment is not entered or does not become Final, or the Effective Date does not occur; or (b) the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement for any reason. In such event, and except as provided therein, the proposed Settlement and Settlement Agreement shall become null and void and be of no further force and effect; the preliminary certification of the RoundPoint Settlement Class for settlement purposes shall be automatically vacated; all communications and documents related to the Settlement will be subject to Federal Rule of Evidence 408 and all other applicable settlement, negotiation and mediation privileges; this Order or other judgment or order entered by the Court in accordance with the terms of the Settlement Agreement will be treated as vacated, *nunc pro tunc*; the Settlement Agreement and the Court's Orders, including this Order, shall not be used or referred to for any purpose whatsoever; and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification.

17. **Use of Order Following Termination of Settlement.** This Order shall be of

no force and effect if the Settlement does not become Final and shall not be construed or used as an admission, concession, or declaration by or against Defendants of, or as evidence of, any fault, wrongdoing, breach, or liability, or by or against Settling Plaintiff or Noticed Class Members that their claims lack merit or that the relief requested in this Litigation is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses they may have.

18. **Stay** All proceedings in the Litigation as to the claims of Settling Plaintiff against Defendants are stayed, including Defendants' obligation to file an answer or other response to the Second Amended Complaint, except as necessary to effectuate the terms of the Settlement.

19. **Necessary Steps.** The Court authorizes and directs the Parties to take all other necessary and appropriate steps to implement the Settlement as set forth in the Settlement Agreement.

SO ORDERED at Miami, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MARCIA G. COOKE  
UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

## **EXHIBIT B**

*Austin Belanger v. RoundPoint Mortgage Servicing Corporation, et al.*

Case No. 1:17-cv-23307

United States District Court for the Southern District of Florida

If you were charged by RoundPoint Mortgage Servicing Corporation (“RoundPoint”) during the Class Period (defined below) for a lender-placed insurance policy for your residential property, you could receive a cash award or credit from a class action settlement.

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- If you were charged by RoundPoint for lender-placed insurance issued or procured by Great American E&S Insurance Company (“Great American”) and Willis of Ohio, Inc. f/d/b/a Loan Protector Insurance Services (“Willis of Ohio”), this Settlement will provide you with an opportunity to claim a cash award or credit to your escrow account.
- Class Period: The Class Period begins on November 1, 2012 and ends on \_\_\_\_\_.
- If you were charged by RoundPoint for an LPI Policy during the Class Period, subject to this Notice and the Settlement, you may make a claim for benefits pursuant to the Settlement.
- This notice explains what the class action lawsuit is about, what the Settlement will be if it is approved by the Court, whether you qualify to submit a claim for a cash award or an escrow credit based on the Settlement, and what to do if you want to: (i) submit a claim; or (ii) object to the Settlement; or (iii) not participate in the Settlement and instead “opt out” of the class action. This notice also tells you how to get more information if you want it.
- If you decide to submit a claim, you must follow the Instructions for the Claim Form, and fill out the Claim Form mailed to you with this notice. Everyone submitting a Claim Form must answer the questions on the Claim Form truthfully and must also verify their identity.
- All claimants who meet the requirements of the Settlement and who timely submit valid and properly completed Claim Forms will receive a cash award or credit of 6.75% of the Net Premium charged to the claimant by RoundPoint during the Class Period for the LPI Policy, depending on whether or not you paid RoundPoint all or a portion of that premium.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. PLEASE READ THIS NOTICE CAREFULLY, AND GET MORE INFORMATION IF YOU NEED IT. THE NOTICE WILL TELL YOU HOW TO GET THAT INFORMATION.**

**QUESTIONS? CALL 1-\_\_\_\_\_ TOLL FREE OR VISIT [www.BelangerSettlementinfo.com](http://www.BelangerSettlementinfo.com)**

**WHAT THIS NOTICE CONTAINS**

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- 2. What Is This Notice?
- 3. What Is This Lawsuit About?
- 4. Why Is There A Settlement?

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- 5. Who Is a Settlement Class Member?
- 6. What If I Am Not Sure Whether I Am Included In The Settlement Class?

THE SETTLEMENT TERMS AND BENEFITS .....PAGE \_\_\_\_

- 7. What Are The Terms Of The Settlement?
- 8. How Do I Receive A Cash Award?
- 9. How Do I Know THE AMOUNT OF A Cash Award I Am Eligible For?
- 10. When Would I Receive My Cash Award?
- 11. What Am I Giving Up To Be Part Of The RoundPoint Settlement Class?
- 12. What Happens If I Do Nothing?

EXCLUDING YOURSELF FROM THE SETTLEMENT .....PAGE \_\_\_\_

- 13. How Do I Get Out Of The Settlement?
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- 15. If I Exclude Myself, Can I Receive Money From This Settlement?

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- 17. Do I Have A Lawyer In This Case?
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- 19. When And Where Will The Court Decide Whether To Approve The Settlement?
- 20. As A RoundPoint Settlement Class Member, May I Speak At The Hearing?

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- 21. Where Can I Get More Details About The Settlement?

QUESTIONS? CALL 1-\_\_\_\_\_ TOLL FREE OR VISIT [www.BelangerSettlementinfo.com](http://www.BelangerSettlementinfo.com)

## **BASIC INFORMATION**

### **1. WHY WAS THIS NOTICE SENT TO ME?**

This Notice was sent to you because RoundPoint's records indicate that your residential insurance policy lapsed, that a hazard, flood, flood-gap, or wind lender-placed insurance policy ("LPI Policy") was issued for your residential property, and that you were charged by RoundPoint, as your mortgage servicer, for this LPI Policy during the Class Period.

The Court ordered this Notice to be sent to you because you have a right to know about the proposed Settlement of this class action lawsuit, which concerns LPI issued by Great American or Willis of Ohio, and about your options, before the Court decides whether to approve the Settlement.

If the Court approves the Settlement, and if you satisfy the claim criteria and submit a timely and valid claim, you will receive a cash award or an escrow credit. However, the cash award or credit will not be issued until any objections or appeals are resolved.

### **2. WHAT IS THIS NOTICE?**

This Notice is part of a package sent to potential RoundPoint Settlement Class Members like you. The package includes this Notice, the Instructions for the Claim Form, and the Claim Form. This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Southern District of Florida, and the case is called *Austin Belanger v. RoundPoint Mortgage Servicing Corporation, Great American E&S Insurance Company and Willis of Ohio, Inc.*, Case No. 1:17-cv-23307.

Plaintiff Austin Belanger sued on behalf of you and all RoundPoint Settlement Class Members and is called the "Plaintiff." The companies he sued, RoundPoint, Great American, and Willis of Ohio, are called the "Defendants."

### **3. WHAT IS THIS LAWSUIT ABOUT?**

This lawsuit involves lender-placed insurance ("LPI"), which is insurance (hazard, flood, flood gap, or wind-only) that is placed on a borrower's property to protect the borrower and mortgage lender when the borrower's insurance policy lapses, or when the borrower does not maintain a homeowner's insurance policy that is acceptable to the mortgage lender. When an LPI Policy is placed pursuant to the borrower's mortgage contract, RoundPoint pays premiums to the LPI insurer that issues the policy, in this case, Great American, and then RoundPoint charges borrowers for those premiums.

Plaintiff brought claims on behalf of all persons in the RoundPoint Settlement Class (as defined in Answer #5). Plaintiff alleges that when a borrower was required to have insurance for his or her property pursuant to a residential mortgage or home equity loan or line of credit, and evidence of acceptable coverage was not provided (for example, when the insurance policy did not exist or had lapsed), RoundPoint would place insurance in a manner such that RoundPoint allegedly received an unauthorized benefit. Plaintiff alleges further that RoundPoint did so primarily to receive other consideration from the Great American or Willis of Ohio. Plaintiff also alleges that the way in which LPI policies were obtained and placed caused the premiums and the amount of coverage to be excessive.

All Defendants expressly deny Plaintiff's allegations and assert their actions were and are fully authorized under the mortgage instruments and by law. They also expressly deny that they did anything wrong. There has been no court decision on the merits of this case and no finding that Defendants committed any wrongdoing.

#### **4. WHY IS THERE A SETTLEMENT?**

Both sides have agreed to a Settlement to avoid the cost and risk of a trial and so that borrowers can get benefits in exchange for releasing Defendants from liability.

### **SETTLEMENT CLASS MEMBERSHIP**

#### **5. WHO IS A SETTLEMENT CLASS MEMBER?**

To see if you will be affected by this class action, you first have to determine if you are a member of the RoundPoint Settlement Class. The "RoundPoint Settlement Class" includes:

All borrowers with mortgage loans secured by property in the United States who, within the Settlement Class Period (as defined below), were charged by RoundPoint under an LPI Policy for Residential Property, and who, within the Settlement Class Period, either (i) paid to RoundPoint the Net Premium for that LPI Policy or (ii) did not pay to and still owe RoundPoint the Net Premium for that LPI Policy. Excluded from the Class are: (i) individuals who are or were during the Settlement Class Period officers or directors of any Defendant in the Litigation or any of their respective Affiliates; (ii) any justice, judge, or magistrate judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; (iii) borrowers whose LPI Policy was cancelled in its entirety such that any premiums charged and/or collected were fully refunded to the borrower's escrow account; and, (iv) all borrowers who file a timely and proper request to be excluded from the Settlement Class.

The "Settlement Class Period" begins on November 1, 2012 and continues through and including \_\_\_\_\_.

"LPI Policy" means 1) a lender-placed residential hazard, flood, flood-gap or wind-only insurance policy or policies issued by Great American; 2) procured by Willis of Ohio on behalf of RoundPoint; and 3) placed pursuant to a mortgage loan agreement, home equity loan agreement, or home equity line of credit serviced by RoundPoint to cover a borrower's failure to maintain the required insurance coverage on the Residential Property securing the loan.

#### **6. WHAT IF I AM NOT SURE WHETHER I AM INCLUDED IN THE SETTLEMENT CLASS?**

If you are not sure whether you are included in the RoundPoint Settlement Class, or if you have questions about the case, call the toll free number, 1-\_\_\_\_\_, or visit the Settlement Website at [www.BelangerSettlementInfo.com](http://www.BelangerSettlementInfo.com).

### **THE SETTLEMENT TERMS AND BENEFITS**

#### **7. WHAT ARE THE TERMS OF THE SETTLEMENT?**

Defendants have agreed to pay a cash award or credit in the amount of 6.75% of the Net Premium charged by RoundPoint to each RoundPoint Settlement Class Member during the Class Period for the LPI Policy that timely submits a valid and properly completed Claim Form and a form of verification of his or her identity. Whether you receive a cash award or a credit depends on whether you paid RoundPoint all or a portion of the premium for the LPI Policy. The Defendants may elect to provide a credit or cash if you did not pay all or a portion of the premium owed.

**Each RoundPoint Settlement Class Member must submit a Claim Form to be eligible to receive a payment or credit.** Defendants also have agreed to injunctive relief from which you may benefit. The Settlement benefits are described in more detail in the Settlement Agreement, which is available at [www.BelangerSettlementInfo.com](http://www.BelangerSettlementInfo.com).

This Settlement will not affect any rights or claims that you may have under any settlement between Defendants and any governmental entity. This Settlement also will not affect any claim for benefits on your LPI Policy that you have made or may make in the future for property damage or loss to your residence. However, as described below (see Answer #11), this Settlement will affect all claims that you may have relating to Defendants' acts, omissions, policies, or practices concerning LPI Policies issued to RoundPoint and charges by RoundPoint for LPI Policies during the Class Period.

#### **8. HOW DO I RECEIVE A CASH AWARD OR CREDIT?**

To receive a cash award, you must be a RoundPoint Settlement Class Member and must send in a properly completed and accurate Claim Form and identity verification document(s) by U.S. Mail, postmarked by 60 days after the Final Approval Hearing ("Claim Deadline") or, if a private mail carrier is used, a label reflecting a sending date no later than the Claim Deadline. You may also submit a completed Claim Form by uploading it to the Settlement Website, or submitting a completed Claim Form online, no later than midnight Eastern Time on the Claim Deadline. You must also upload electronic copies of verification documents to the Settlement Website with the appropriate claim number to associate with the Claim.

The Claim Form Instructions and a Claim Form have been sent to you with this Notice. You may also obtain a Claim Form on the Settlement Website at [www.BelangerSettlementInfo.com](http://www.BelangerSettlementInfo.com), or you can ask for one by calling toll-free, 1-\_\_\_\_\_. Please read the Claim Form Instructions carefully, complete the Claim Form, sign it, and mail it postmarked or submit online on the Settlement Website no later than \_\_\_\_\_. With your Claim Form, you must also confirm your identity through one of several options -- the Claim Form Instructions and Claim Form explain what those options are. If your Claim Form is not properly completed and/or all required information is not provided, you will not be paid or receive a credit.

#### **9. HOW DO I KNOW THE AMOUNT OF A CASH AWARD OR CREDIT I AM ELIGIBLE FOR?**

The Claim Form Instructions and Claim Form explains the monetary relief available to RoundPoint Settlement Class Members, depending upon whether they paid all or part of their LPI premium.

As explained on the Claim Form, RoundPoint Settlement Class Members are eligible for a cash award of 6.75% of the Net Premium charged to the claimant if during the Class Period they made at least one full monthly mortgage payment to RoundPoint after either: (a) their existing escrow

account was charged the premium for the LPI Policy; or (b) an escrow account was created to charge the premium for the LPI Policy. The Net Premium is the amount of the LPI premium charged less any refunds already provided to the borrower.

All other RoundPoint Settlement Class Members who were charged by RoundPoint for an LPI Policy during the Class Period and who have not paid and still owe the Net Premium for that policy, are eligible for a credit or cash award (at the Defendants' discretion) award of 6.75% of the Net Premium charged by RoundPoint during the Class Period for the LPI Policy.

**10. WHEN WOULD I RECEIVE MY CASH AWARD OR CREDIT?**

The Court will hold a hearing on \_\_\_\_\_, 201\_\_ to determine whether to approve the Settlement. If the Court approves the Settlement, there may be appeals after that. It is always uncertain when any appeals, if filed, will be resolved. Cash payments and credits will be distributed after the Settlement becomes final and effective, which means after all appeals have been resolved. Please be patient.

**11. WHAT AM I GIVING UP TO BE PART OF THE ROUNDPOINT SETTLEMENT CLASS?**

Unless you exclude yourself from the RoundPoint Settlement Class, you will remain in the RoundPoint Settlement Class. That means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about LPI or the issues that were or could have been raised in this case. It also means that all of the Court's orders concerning the RoundPoint Settlement Class will apply to you and legally bind you, including the Releases described in detail in Section 10 of the Settlement Agreement. The Releases describe the legal claims that you give up if this Settlement is approved and you do not exclude yourself. Please carefully read the Releases in the Settlement Agreement.

**12. WHAT HAPPENS IF I DO NOTHING?**

If you do nothing as a RoundPoint Settlement Class Member, you'll receive no money or escrow credit from this Settlement. But, unless you exclude yourself from the Settlement, you will not be able to start a lawsuit or continue with a lawsuit against Defendants about the legal issues that were or could have been raised in this case, ever again.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**13. HOW DO I GET OUT OF THE SETTLEMENT?**

If you are within the definition of the RoundPoint Settlement Class (see Answer #5), you are automatically a member of the RoundPoint Settlement Class. However, you can exclude yourself, or "opt-out" of the RoundPoint Settlement Class, if you do not wish to participate. This means you will receive no payment as part of this Settlement nor any of the Settlement benefits.

You cannot ask to be excluded over the phone or on the internet. To exclude yourself, you must mail a written request for exclusion to the Settlement Administrator that includes: (1) the case name and number; (2) your name and your address; (3) your original signature and that of every other borrower on your mortgage serviced by RoundPoint; and (4) a statement requesting exclusion from the proposed Settlement, such as "I hereby request that I be excluded from the proposed RoundPoint Settlement Class in the Belanger Class Action." Your written Request for Exclusion must be postmarked no later than \_\_\_\_\_ and mailed to Belanger

Settlement, \_\_\_\_\_, \_\_\_\_\_. You cannot “opt out” of the Settlement on behalf of other members of the RoundPoint Settlement Class.

**14. WHAT IF I DO NOT OPT OUT OF THE SETTLEMENT?**

Any member of the RoundPoint Settlement Class who does not opt out of the Settlement in the manner and by the deadline described above will be part of the RoundPoint Settlement Class, will be bound by all Orders and proceedings in this action, and will give up the right to sue any of the Defendants for the claims that this Settlement resolves. If you want to opt out, you must take timely affirmative written action even if you have filed a separate action against any of the Defendants or are a putative class member in any other class action filed against any of the Defendants. If you have a pending lawsuit, please contact your lawyer in that lawsuit immediately. Remember, the exclusion deadline is \_\_\_\_\_.

**15. IF I EXCLUDE MYSELF, CAN I RECEIVE MONEY FROM THIS SETTLEMENT?**

No. If you exclude yourself from the RoundPoint Settlement Class, do not send in a Claim Form to ask for any money or a credit. But, you may sue or continue to sue Defendants individually, or you may be part of a different lawsuit against Defendants.

**OBJECTING TO THE SETTLEMENT**

**16. HOW CAN I OBJECT TO THE SETTLEMENT?**

You may object to or comment on all or part of the proposed Settlement if you are a RoundPoint Settlement Class Member and do not opt out of the Settlement. To do so, you (or your attorney at your expense) must submit a valid objection.

To be valid, your objection must be in writing, personally signed by you, and must include: (a) the case name and number; (b) your name, address, telephone number, and, if represented by an attorney, his or her contact information; (c) the basis for your objection; and (d) a statement of whether you intend to appear at the Final Approval Hearing.

Your objection must be filed with the Clerk of Court, with copies mailed to counsel for all of the parties identified below, postmarked no later than \_\_\_\_\_:

<b>CLERK OF THE COURT</b>	<b>CLASS COUNSEL</b>
Clerk of the United States District Court for the Southern District of Florida 400 North Miami Avenue 8th Floor Miami, FL 33128	Adam M. Moskowitz The Moskowitz Law Firm, PLLC 2 Alhambra Plaza Suite 601 Coral Gables, FL 33134
<b>COUNSEL FOR ROUNDPOINT</b>	<b>COUNSEL FOR GREAT AMERICAN</b>
Brian V. Otero, Esq. Hunton Andrews Kurth LLP 200 Park Avenue 52nd Floor New York, NY 10166	Alexander E. Potente, Esq. Clyde & Co US LLP 101 Second Street San Francisco, CA 94105

**COUNSEL FOR WILLIS OF OHIO**

Robert A. Mintz, Esq.  
McCarter & English, LLP  
100 Mulberry Street  
Four Gateway Center  
Newark, NJ 07102

**THE LAWYERS REPRESENTING YOU**

**17. DO I HAVE A LAWYER IN THIS CASE?**

The Court appointed the following lawyers to represent you and all other RoundPoint Settlement Class Members. Together, these lawyers are called Class Counsel. You will not be charged any money to pay for these lawyers.

Adam M. Moskowitz The Moskowitz Law Firm, PLLC 2 Alhambra Plaza Suite 601 Coral Gables, FL 33134	Lance A. Harke Harke Law LLP 9699 NE Second Ave Miami Shores, FL 33138
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**18. HOW WILL THE CLASS COUNSEL LAWYERS BE PAID?**

Class Counsel will ask the Court for attorneys’ fees and expenses up to \$406,865.00, and a case contribution award of \$5,000 paid to Settling Plaintiff Austin Belanger for his time and effort in the matter. The Court may award less than these amounts.

Defendants will separately pay attorneys’ fees and expenses and the case contribution award that the Court awards, up to maximums of \$406.865.00 in attorneys’ fees and expenses and \$5,000 of the case contribution award to the Settling Plaintiff Austin Belanger. These payments will not reduce the amount of any cash awards or credits to RoundPoint Settlement Class Members. Defendants have agreed not to oppose the applications by Class Counsel for attorneys’ fees and expenses or the case contribution award to Settling Plaintiff that do not exceed those amounts.

**THE COURT’S FINAL APPROVAL HEARING**

**19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a hearing about the Settlement at \_\_ :00 .m. on \_\_\_\_\_, in Courtroom 11-2 at the Wilkie D. Ferguson, Jr., United States Courthouse, 400 North Miami Avenue, Miami, FL 33128. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and Class Counsel’s applications for attorneys’ fees and expenses and case contribution award to the Settling Plaintiff. If there are valid and timely objections, the Court will consider them.

The Court may listen to people who have properly asked in writing beforehand to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long this decision will take.

**20. AS A ROUNDPOINT SETTLEMENT CLASS MEMBER, MAY I SPEAK AT THE HEARING?**

You cannot speak at the hearing if you have excluded yourself from the RoundPoint Settlement Class. However, if you are a member of the RoundPoint Settlement Class, you may ask the Court for permission for you or your attorney to speak at the hearing. To do so, you must file with the Clerk of the Court and serve on all counsel for the parties (at the addresses identified above in Answer #16) a notice of intention to appear at the hearing. The notice of intention to appear must include the case name and number; your name, address, telephone number, and signature, and, if represented by counsel, their contact information; and copies of any papers, exhibits, or other evidence that you intend to present to the Court in connection with the hearing. The notice of intention to appear must be filed with the Clerk of Court and served on all counsel no later than \_\_\_\_\_, 201\_\_.

If you do not file a notice of intention to appear by this deadline and/or follow the requirements in the Settlement Agreement and this Notice, you will not be entitled to appear at the hearing to raise any objections.

**GETTING MORE INFORMATION**

**21. WHERE CAN I GET MORE DETAILS ABOUT THE SETTLEMENT?**

This notice summarizes the lawsuit and Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at [www.BelangerSettlementInfo.com](http://www.BelangerSettlementInfo.com). You may also contact Class Counsel, identified in Answer 17 above.

In addition, you may call 1-\_\_\_\_\_ toll free, or visit the Settlement Website, to find answers to common questions about the Settlement, a Claim Form, and other information to help you determine whether you are eligible for a payment from this Settlement.

Date: \_\_\_\_\_

**PLEASE DO NOT CALL OR WRITE THE COURT, THE JUDGE OR HER STAFF, OR DEFENDANTS OR THEIR COUNSEL FOR INFORMATION OR ADVICE ABOUT THE SETTLEMENT**

# EXHIBIT C

## CLASS ACTION CLAIM FORM

### [FULL CLAIMANT AND CO-CLAIMANT'S (if necessary) NAMES]

PLEASE FULLY COMPLETE THIS CLAIM FORM AND SIGN IT BELOW. INCOMPLETE CLAIM FORMS WILL BE DEEMED INVALID AND THE CLAIM MAY BE DENIED.

IF MORE THAN ONE PERSON IS LISTED AT THE TOP OF THIS NOTICE THEN ALL PERSONS LISTED THERE MUST COMPLETE AND SIGN THIS CLAIM FORM.

#### TO BE COMPLETED BY YOU:

1. Claimant(s)' Name(s) \_\_\_\_\_  
\_\_\_\_\_
2. Claimant(s)' Current Address  
(if different from the address  
on the envelope enclosing  
this Claim Form) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. State in which property securing  
loan is located \_\_\_\_\_
4. Claimant(s)' Date(s) of Birth \_\_\_\_\_  
  
Co-Claimant's Date of Birth  
(if applicable) \_\_\_\_\_
5. Claimant(s)' Home Telephone Number \_\_\_\_\_
6. Claimant(s)' Social Security Number(s) \_\_\_\_\_  
(Last four digits only)  
  
Co-Claimant's Social Security Number \_\_\_\_\_  
(if applicable)  
(Last four digits only)

**PLEASE BE ADVISED THAT YOU SHOULD NOT ANSWER “YES” OR “NO” TO BOTH QUESTIONS. FOR EXAMPLE, IF YOU ANSWERED “YES” TO QUESTION NO. 2 INDICATING THAT YOU PAID ALL OR A PORTION OF THE PREMIUM THEN YOU SHOULD MARK “NO” AS TO QUESTION 1.**

**QUESTION 1. HAVE YOU BEEN CHARGED BY ROUNDPOINT FOR, AND STILL OWE AND HAVE NOT PAID, THE PREMIUM ON A HAZARD, FLOOD, FLOOD GAP OR WIND-ONLY LENDER-PLACED INSURANCE POLICY COVERING YOUR RESIDENTIAL PROPERTY.**

**Yes**       **No**

**QUESTION 2. HAVE YOU BEEN CHARGED BY ROUNDPOINT FOR AND PAID ALL OR A PORTION OF THE PREMIUM ON A HAZARD, FLOOD OR WIND-ONLY LENDER-PLACED INSURANCE POLICY COVERING YOUR RESIDENTIAL PROPERTY.**

**Yes**       **No**

If you **ONLY** answered “Yes” to **Question 1** above, complete Section 1 below of this Claim Form **only** and follow the instructions to mail in the Claim Form.

If you **ONLY** answered “Yes” to **Question 2** above, please complete Sections 1 and 2 below, sign the form, and provide **ONE** of the following:

- (1) The signature of a witness who is 18 or older, **OR**
- (2) A copy of a valid form of identification that contains a signature and photograph of the Claimant(s), **OR**
- (3) A copy of a RoundPoint mortgage statement issued to Claimant(s), **OR**
- (4) A completed notary verification which is provided with this CLAIM FORM.

**CLAIMS ARE SUBJECT TO AUDIT AS DESCRIBED IN THE INSTRUCTIONS. CLAIMANTS ARE CAUTIONED NOT TO SUBMIT FRAUDULENT CLAIMS AS ALL CLAIMS ARE SUBJECT TO AUDIT BY THE CLAIMS ADMINISTRATOR.**

**YOU ONLY NEED TO PROVIDE ONE**  
**OF THE ABOVE FORMS OF PROOF OF IDENTITY**

**Section 1**

- (1) During the time period described on the Instructions for this Claim Form, I was listed a borrower on a mortgage on real property that was issued a Certificate of Insurance under a lender-placed hazard, flood, flood gap or wind-only insurance policy issued by Great American and procured by Willis of Ohio, f/d/b/a Loan Protector Insurance Services, on behalf of RoundPoint Mortgage Servicing Corporation (“RoundPoint”) and placed pursuant to my mortgage loan agreement, home equity loan agreement, or home equity line of credit serviced by RoundPoint to cover my Residential Property (an “LPI Policy”);
- (2) I was charged an LPI Policy premium by RoundPoint;
- (3) The cost of the LPI Policy was not cancelled out in full after issuance; and
- (4) Since the issuance of the LPI Policy, I have not filed a Petition under Chapter 7 of the United States Bankruptcy Code, and my indebtedness on my residence secured by my security instrument has not been compromised or discharged in bankruptcy.

I hereby declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the information provided by me on this Claim Form is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Claimant)

\_\_\_\_\_  
Last Four Digits of Social Security No.

\_\_\_\_\_  
(Signature of Co-Claimant)

\_\_\_\_\_  
Last Four Digits of Social Security No.

**Please MAIL THIS CLAIM FORM to the *Belanger Settlement Center*, P.O. Box \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_-\_\_\_\_\_, with a postmark of no later than \_\_\_\_\_, or, if a private mail carrier is used, a label reflecting that the mail date is no later than \_\_\_\_\_.**

## Section 2

### **VERIFICATION OF IDENTITY OF CLAIMANT**

For Claimants answering “Yes” to Question 2 above, in order to submit a valid Claim, they must in addition to making the verifications set forth in Section 1 above, confirm their identity through one of the following methods:

(1) The signature of a witness who is 18 or older verifying that they have witnessed the Claimant execute the Claim Form, and this witness verification shall include the following: “I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that I witnessed the signing of this Claim Form by the Claimant and the foregoing is true and correct,” or

(2) Provide a copy of a valid form of identification that contains a signature and photograph of the Claimant(s), or

(3) Provide a copy of a RoundPoint mortgage statement issued to Claimant(s), or

(4) d. Provide a notarial signature affirming that the Claimant executed the Claim Form making the required affirmations under oath in the presence of the notary, and bearing evidence of the notarial authority in compliance with the law of the state in which it is being executed (e.g., a seal).

**You must provide only one of the above. Forms for verifying your identity using Options 1 and 4 above, appear on the following pages. If you provide a witness signature, a mortgage statement, OR a photographic identification with a signature, you do not need to provide a notary verification (Option 4) and may discard it.**

**Option 1**

**Witness Verification**

I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that I witnessed the signing of this Claim Form by Claimant and the foregoing is true and correct:

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Address of Witness)

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Option 4**  
**Notary Verification**

STATE OF \_\_\_\_\_)

SS

COUNTY OF \_\_\_\_\_)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who after having been duly sworn, state(s) that the foregoing affirmation and statement is true and correct. He/she personally appeared before me, is/are personally known to me or produced \_\_\_\_\_ as identification, and did take an oath.

Notary: \_\_\_\_\_

(Signature)

Print Name: \_\_\_\_\_

[NOTARY SEAL]

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

# **EXHIBIT D**

## **Instructions for CLASS ACTION CLAIM FORM**

### **Important Information About Making a Claim for Settlement Relief**

#### **I. HOW TO MAKE A CLAIM FOR SETTLEMENT RELIEF**

##### **a. Eligibility for Relief**

If you were charged and still owe, or if you paid, RoundPoint Mortgage Servicing Corporation, or its predecessors and successors (collectively, "RoundPoint"), during the period November 1, 2012 through \_\_\_\_\_, 2018, for a residential hazard, flood, flood gap or wind-only Lender-Placed Insurance ("LPI") policy issued by Great American E&S Insurance Company ("Great American") through Willis of Ohio, Inc., f/d/b/a Loan Protector Insurance Services ("Willis of Ohio"), you may be entitled to an escrow account credit or payment in the amount of 6.75% of the net LPI premium for that LPI policy depending upon whether you paid for any portion of the policy ("Claim Settlement Relief").

##### **b. How to Make a Claim for Settlement Relief**

If you are entitled and wish to make a claim for Claim Settlement Relief, you *must* complete the enclosed Class Action Claim Form ("Claim Form"), under penalty of perjury, and mail it to *Belanger v. RoundPoint Mortgage Servicing Corporation, et al., c/o \_\_\_\_\_*, P.O. Box \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, with a postmark of no later than 60 days after the Final Approval Hearing (as defined in the Settlement Agreement), or, if a private mail carrier is used, a label reflecting that the mail date is no later than 60 days after the Final Approval Hearing (the "Claim Deadline").<sup>1</sup> You may also complete and submit a Claim Form on the Settlement Website [[www.BelangerSettlementInfo.com](http://www.BelangerSettlementInfo.com)], but must separately upload the required verification documents to the Settlement Website pursuant to the instructions on the Website, no later than the Claim Deadline. If you fail to submit your Claim Form as required by these Instructions, you will not be able to obtain a settlement credit or payment.

##### **c. How to Answer Question 1 and Question 2 on the Claim Form To Determine What Claim Settlement Relief, If Any, You Are Eligible For**

You may only check the "Yes" box to Question 2 (whether you were charged by RoundPoint and paid the LPI premium), which may make you eligible for a cash payment, if you \_\_\_\_\_

<sup>1</sup> The Final Approval Hearing has been scheduled by the Court for \_\_\_\_\_, 201\_\_\_\_. If the Court approves the Settlement and enters Judgment on the date of the Final Approval Hearing, the Claim Deadline will be \_\_\_\_\_, 201\_\_\_\_. If the Court enters Judgment after the Final Approval Hearing, the Claim Deadline will 60 Days after whatever date the Judgment is entered.

made at least one full monthly mortgage payment after either: (a) your existing escrow account was adjusted to charge the increased premium for the LPI Policy; or (b) an escrow account was created for you by RoundPoint to charge the increased premium for the LPI Policy.

If you were charged by RoundPoint and still owe the premium for your LPI Policy, but did not make one full monthly mortgage payment in the manner described above, you must check the “No” box to Question 2, but may check the “Yes” box to Question 1 (whether you have been charged by RoundPoint and still owe and have not paid the LPI premium). You may be eligible for a reduction of what you currently owe RoundPoint in the amount of 6.75% of the Net Premium of the LPI Policy.

If you were charged by RoundPoint for LPI, did not make one full monthly payment in the manner described above, and do not owe RoundPoint for the premium for your LPI, you may not submit a Claim Form.

**Please be aware that you should not provide the same answer to both Questions. For example, if you answer “Yes” to Question No. 2 indicating that you paid all or a portion of the premium, then you should mark “No” to Question No. 1.**

d. Affirmations and Verification of Your Claim

For those Claimants who have been charged by RoundPoint for LPI, and still owe and have not paid that premium, your Claim Form must be completely filled out, signed and affirmed under penalties of perjury to receive a credit to your RoundPoint escrow account in the amount of Claim Settlement Relief. However, for those Claimants who paid all or a portion of the LPI premium charged to their RoundPoint escrow accounts, in addition to completely filling out, signing and affirming the information in the Claim Form under penalties of perjury, in order to receive a payment of Claim Settlement Relief, the Claimant’s identity must further be verified using one of the four alternative methods of verification explained in the Claim Form.

e. Review of Your Claim

Once you return your completed Claim Form, your claim will be reviewed by the Settlement Administrator. Subject to the audit of claims, if your Claim Form is properly completed, affirmed, and where appropriate verified, and the Settlement Administrator determines that your claim is valid, you will receive your Claim Settlement Relief, subject to final approval by the Court.

f. Audit of Claim Forms

The Claim Form directs you to complete Sections 1 and/or 2 of the Claim Form depending on your answer to the initial two Questions. RoundPoint may separately audit or review Claim Forms submitted by Claimants. Any such audit may include a review of banking or real property records pertaining to the Claimant(s) and any property insured by the LPI policy, and a computerized search for any bankruptcy filings in United States District Bankruptcy Court pertaining to the Claimant(s), or any deficiency judgment entered against the Claimant(s) in any state Court.

**CLAIMANTS ARE CAUTIONED TO NOT SUBMIT FRAUDULENT CLAIMS AS ALL CLAIMS ARE SUBJECT TO AUDIT BY THE CLAIMS ADMINISTRATOR.**

**II. IF YOU NEED FURTHER INFORMATION**

If you have any questions or would like further information about the terms of the Settlement, your eligibility for Claim Settlement Relief under the Settlement Agreement, or how to make a claim for Claim Settlement Relief, you may visit [www.BelangerSettlementInfo.com](http://www.BelangerSettlementInfo.com), call us toll-free at 1-800-xxx-xxxx, or write to: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ XXXXX.

# **EXHIBIT E**

## **UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA**

**Case No.: 17-23307-Civ-COOKE/GOODMAN**

AUSTIN BELANGER, on behalf of  
himself and all others similarly situated,

Plaintiff,

vs.

ROUNDPOINT MORTGAGE  
SERVICING CORPORATION,  
GREAT AMERICAN  
E&S INSURANCE COMPANY and  
WILLIS OF OHIO, INC., d/b/a Loan  
Protector Insurance Services,

Defendants.

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### **[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND ENTERING FINAL JUDGMENT**

The claims of Settling Plaintiff Austin Belanger, on behalf of himself and all RoundPoint Settlement Class Members, against Defendant RoundPoint Mortgage Servicing Corporation; Defendant Great American E&S Insurance Company; and Defendant Willis of Ohio, Inc., f/d/b/a Loan Protector Insurance Services, have been settled pursuant to the Stipulation and Settlement Agreement dated September \_\_\_\_, 2018 (the “Settlement Agreement”). On \_\_\_\_\_, 2018, the Court granted preliminary approval of the proposed class action settlement set forth in the Settlement Agreement and provisionally certified the RoundPoint Settlement Class for settlement purposes only.

On \_\_\_\_\_, 2018, the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate; (2) whether Judgment should be entered dismissing the Settling Plaintiff's claims on the merits and with prejudice, including the claims of RoundPoint Settlement Class Members; and (3) whether and in what amount to award Attorneys' Fees and Expenses to Class Counsel and a Case Contribution Award to the Settling Plaintiff.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Judgment, and unless otherwise indicated, capitalized terms in this Judgment shall have the meanings attributed to them in the Settlement Agreement.

2. The Court has personal jurisdiction over Settling Plaintiff, RoundPoint, Willis of Ohio, Great American, and RoundPoint Settlement Class Members, venue is proper, the Court has subject-matter jurisdiction to approve the Settlement Agreement, including all Exhibits thereto, and the Court has jurisdiction to enter this Judgment. Without in any way affecting the finality of this Judgment, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Judgment, and for any other necessary purpose, including, but not limited to, enforcement of the Releases contained in the Settlement Agreement and entry of such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement.

3. The Settlement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this Litigation and of the strengths and weaknesses of their respective positions. The Settlement was reached after the Parties had

engaged in mediation and extensive negotiations. Counsel for the Parties were therefore well-positioned to evaluate the benefits of the Settlement, taking into account the expense, risk and uncertainty of protracted litigation with respect to numerous difficult questions of fact and law.

4. The Court finds that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and 23(b) have been satisfied for settlement purposes for each RoundPoint Settlement Class Member in that: (a) the number of RoundPoint Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the RoundPoint Settlement Class; (c) the claims of Settling Plaintiff are typical of the claims of the RoundPoint Settlement Class Members he seeks to represent; (d) Settling Plaintiff and Class Counsel have and will continue to fairly and adequately represent the interests of the RoundPoint Settlement Class Members for purposes of the Settlement; (e) the questions of law and fact common to RoundPoint Settlement Class Members predominate over any questions affecting any individual RoundPoint Settlement Class Member; (f) the RoundPoint Settlement Class is reasonably ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. Accordingly, and pursuant to Fed. R. Civ. P. 23, this Court hereby finally certifies the RoundPoint Settlement Class.

5. Pursuant to Fed. R. Civ. P. 23, the Court hereby finally certifies the RoundPoint Settlement Class for settlement purposes only, as identified in the Settlement Agreement, which shall consist of the following:

All borrowers with mortgage loans secured by property in the United States who, within the Settlement Class Period (as defined below), were charged by RoundPoint under an LPI Policy for Residential Property, and who, within the Settlement Class Period, either (i) paid to RoundPoint the Net Premium for that LPI Policy or (ii) did

not pay to and still owe RoundPoint the Net Premium for that LPI Policy. Excluded from the Class are: (i) individuals who are or were during the Settlement Class Period officers or directors of any Defendant in the Litigation or any of their respective Affiliates; (ii) any justice, judge, or magistrate judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; (iii) borrowers whose LPI Policy was cancelled in its entirety such that any premiums charged and/or collected were fully refunded to the borrower's escrow account; and, (iv) all borrowers who file a timely and proper request to be excluded from the Settlement Class.

The Settlement Class Period shall commence on November 1, 2012, and shall continue through and including [the date of Preliminary Approval].

6. The Court finally designates the law firms of The Moskowitz Law Firm, PLLC and Harke Law LLP as Class Counsel for the RoundPoint Settlement Class.

7. The Court finally designates Settling Plaintiff Austin Belanger as the RoundPoint Settlement Class representative.

8. The Court makes the following findings with respect to Class Notice to the RoundPoint Settlement Class:

8.1. The Court finds that the distribution or publication of the Publication Notice, the Mail Notice, Claim Form, Claim Form Instructions, Internet advertising, and the creation of the Settlement Website and an interactive voice recording ("IVR") toll-free telephone number system, all as provided for in the Settlement Agreement and the Preliminary Approval Order, (i) constituted the best practicable notice under the circumstances that was reasonably calculated, under the circumstances, to apprise Noticed Class Members of the Settlement, their right to object or to exclude themselves from the Settlement, and their right to appear at the Final Approval Hearing; (ii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to be provided with notice; and (iii) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

8.2. Class Counsel has filed with the Court a declaration from \_\_\_\_\_, the independent third-party Settlement Administrator for the Settlement, establishing that the Mail Notice, Claim Form, and Claim Form Instructions were mailed to Noticed Class Members on \_\_\_\_\_, the Settlement Website and IVR toll-free telephone number system were established on \_\_\_\_\_, internet advertising was published beginning \_\_\_\_\_, and the Publication Notice was published on \_\_\_\_\_. Adequate Class Notice was given to the Noticed Class Members in compliance with the Settlement Agreement and the Preliminary Approval Order.

9. Persons who wished to be excluded from the RoundPoint Settlement Class were provided an opportunity to request exclusion as described in the Mail Notice and on the Settlement Website. The Court finds that the individual interests of the \_\_\_\_ persons who timely sought exclusion from the RoundPoint Settlement Class are preserved and that no person was precluded from being excluded from the RoundPoint Settlement Class if he or she so desired. Those persons who timely and properly excluded themselves from the RoundPoint Settlement Class are identified in the attached Exhibit 1.

10. RoundPoint, Willis of Ohio, and Great American have complied with all notice obligations under the Class Action Fairness Act, 28 U.S.C. §§ 1715, *et seq.*, in connection with the proposed Settlement.

11. [description of objections, if any]. The Court finds that the objections to the Settlement do not establish that the proposed Settlement is unfair, unreasonable, inadequate, or should otherwise not be approved, and are hereby overruled.

12. By failing to timely file and serve an objection in writing to the Settlement Agreement, to the entry of this Judgment, to Class Counsel's application for fees, costs, and

expenses, or to the Case Contribution Award to the Settling Plaintiff, in accordance with the procedure set forth in the Mail Notice and mandated in the Preliminary Approval Order, RoundPoint Settlement Class Members are deemed to have waived any such objection through any appeal, collateral attack, or otherwise.

13. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and, pursuant to Fed. R. Civ. P. 23(e), are hereby fully and finally approved as fair, reasonable, adequate as to, and in the best interests of, RoundPoint Settlement Class Members. The Court hereby enters judgment approving and adopting the Settlement and the Settlement Agreement, fully and finally terminating all Released Claims of all Releasing Persons in this Litigation against the Released Parties, on the merits and with prejudice.

14. Pursuant to Fed. R. Civ. P. 23(h), the Court hereby awards Class Counsel attorneys' fees and expenses in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) payable by Defendants pursuant to the terms of the Settlement Agreement. The Court also awards a Case Contribution Award in the amount of \$\_\_\_\_\_ to Settling Plaintiff Austin Belanger, payable by Defendants pursuant to the terms of the Settlement Agreement. Defendants shall not be responsible for and shall not be liable with respect to the allocation among Class Counsel or any other person who may assert a claim thereto, of attorneys' fees and expenses awarded by the Court.

15. The terms of the Settlement Agreement, including all Exhibits thereto, and of this Judgment, shall be forever binding on, and shall have res judicata and preclusive effect in and on, all claims and pending and future lawsuits maintained by Settling Plaintiff and/or each RoundPoint Settlement Class Member, as well as each of their respective spouses,

family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-mortgagors, co-obligors, co-debtors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf, and all other Releasing Persons.

16. The Releases, which are set forth in Section 10 of the Settlement Agreement, are expressly incorporated herein in all respects and are effective as of the entry of this Judgment. Each of the Released Parties is forever released, relinquished, and discharged by each Releasing Person, including all RoundPoint Settlement Class Members, from all Released Claims (as that term is defined below and in the Settlement Agreement).

16.1. Although the definitions in the Settlement Agreement are incorporated in and are part of this Judgment, for avoidance of doubt and ease of reference, some of those definitions are repeated as follows:

a. “Affiliate” of an entity means any person or entity which controls, is controlled by, or is under common control with such entity directly or indirectly through one or more intermediaries. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.

b. “Effective Date” means the first business day after this Judgment becomes Final. If no appeal is taken from this Judgment, the Effective Date means the date on which the time to appeal has expired. If any appeal is taken from this Judgment, the Effective Date means the date on which that appeal, motion for reargument, motion for

rehearing, petition for a writ of certiorari or other writ (“Review Proceeding”) has been finally disposed of with no further right of review and in a manner that affirms this Judgment without material modification and renders this Judgment Final.

c. “Final” means, with respect to any judicial ruling or order, an order that is final for purposes of 28 U.S.C. § 1291, and: (a) the time has expired to file a Review Proceeding with respect to such judicial ruling or order with no such Review Proceeding having been filed; or (b) if a Review Proceeding has been filed with respect to such judicial ruling or order, (i) the judicial ruling or order has been affirmed without modification and with no further right of review, or (ii) such Review Proceeding has been denied or dismissed with no further right of review.

d. “Lender-Placed Insurance” or “LPI” means the placement of hazard, flood, flood-gap, or wind-only insurance pursuant to a mortgage loan agreement, home equity loan agreement, or home equity line of credit serviced by RoundPoint, and/or any person or entity acting for or on RoundPoint’s behalf, to cover a borrower’s failure to maintain the required insurance coverage on the Residential Property securing the loan.

e. “LPI Policy” means 1) a lender-placed residential hazard, flood, flood-gap or wind-only insurance policy or policies issued by Great American; 2) procured by Willis of Ohio on behalf of RoundPoint; and 3) placed pursuant to a mortgage loan agreement, home equity loan agreement, or home equity line of credit serviced by RoundPoint to cover a borrower’s failure to maintain the required insurance coverage on the Residential Property securing the loan.

f. “Released Parties” means RoundPoint; Willis of Ohio; Loan Protector Insurance Services; LP Insurance Services, LLC; Great American; and all of their

respective past and present, direct and indirect, divisions, parents, subsidiaries, parent companies, and Affiliates with respect to the period of time such Affiliates were controlled by, or under common control with, a Released Party, including but not limited to any direct or indirect subsidiary of any of them, and all of the officers, directors, employees, agents, brokers, distributors, representatives, shareholders, insurers, and attorneys of all such entities.

g. “Releasing Persons” means Settling Plaintiff, all RoundPoint Settlement Class Members, and their respective spouses, family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-mortgagors, co-obligors, co-debtors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf.

16.2 Each Releasing Person shall, by operation of this Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Parties from any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, interest, penalties, attorney’s fees and costs, liens, judgments, and demands of any kind whatsoever that each Releasing Person has or may have had until the close of the Settlement Class Period, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, at law or in equity, including, but not limited to, claims that were or could have been sought or

alleged in the Litigation that relate to, concern, arise from, or pertain in any way to the LPI Policies, including, but not limited to, the Released Parties' acts, omissions, policies, or practices concerning RoundPoint's placement of LPI Policies and its related conduct, Willis of Ohio's procuring of LPI Policies on behalf of RoundPoint and its related conduct, or Great American's issuance of LPI Policies and its related conduct, or disclosure or nondisclosure of charges related to LPI premiums during the Settlement Class Period, allegedly inflated premiums charged by Defendants for LPI, alleged "kickbacks" RoundPoint received or Great American or Willis of Ohio paid in connection with the RoundPoint LPI program (including but not limited to alleged no or low-cost loan monitoring or tracking services), including but not limited to acts, omissions, policies or practices concerning LPI Policies or charges for placement of LPI Policies under the RoundPoint LPI program during the Settlement Class Period.

16.2.1. Released Claims shall include, but are not limited to, any and all claims and causes of action arising out of or related to the Litigation; the facts and circumstances that were or could have been alleged in the Litigation; the placement of LPI; all fees, costs, and services associated with the tracking or placement of LPI; all disclosures or nondisclosures relating to LPI; and the assessment and collections of charges for LPI. Released Claims also include, but are not limited to: all claims related to RoundPoint's insurance requirements; the relationship, whether contractual or otherwise, between and among RoundPoint or the other Defendants regarding LPI, including, but not limited to, the procuring, underwriting, placement, insurance tracking, or costs of LPI Policies; the coverage amount, duration, issue date, alleged "backdating," or alleged excessiveness of any LPI Policies placed or charged for by RoundPoint or the other Defendants; the payment or receipt

of commissions, expense reimbursements, alleged “kickbacks,” or any other compensation under any LPI Policies placed or charged for by RoundPoint or the other Defendants; any alleged “tying” arrangement or alleged “below market services” involving RoundPoint or the other Defendants and LPI; any alleged breach of fiduciary duty by RoundPoint or the other Defendants concerning LPI Policies; any alleged tortious interference by Defendants with mortgage loans serviced by RoundPoint; the disclosure or non-disclosure of any payment, expenses, fees, charges, or features pertaining to or under any LPI Policies or coverage under such LPI Policies and charges for such coverage placed or charged by RoundPoint or the other Defendants; the receipt or non-disclosure of any benefit related to any LPI Policies or coverage under such LPI Policies and/or charges for such coverage placed or charged by RoundPoint or the other Defendants; the content, manner, or accuracy of any communications regarding the placement of any LPI Policies by RoundPoint or the other Defendants; and to the regulatory approval or non-approval of any LPI Policy, or the premium thereon, placed or charged by RoundPoint. Released Claims shall include all such claims accruing on or before the close of the Settlement Class Period, whether such claims are known or unknown, suspected or unsuspected, contingent or matured.

16.3 In agreeing to the foregoing Releases, Settling Plaintiff, for himself and on behalf of RoundPoint Settlement Class Members, shall be deemed to have acknowledged that unknown losses or claims could possibly exist and that any present losses may have been underestimated in amount or severity. Settling Plaintiff or any RoundPoint Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the Released Claims or the law applicable to such claims may change. Nonetheless, Settling Plaintiff and each RoundPoint

Settlement Class Member shall be deemed to have irrevocably waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent, claims with respect to all Released Claims. Further, Settling Plaintiff and each RoundPoint Settlement Class Member shall be bound by this Agreement, including by the Releases, and all of their claims in the Litigation asserted against Defendants shall be dismissed with prejudice and released, without regard to subsequent discovery of different or additional facts or subsequent changes in the law, and regardless of whether unknown losses or claims exist or whether present losses may have been underestimated in amount or severity, and even if they never received the Mail Notice of the Settlement, did not otherwise have knowledge of the Settlement, or never received Claim Settlement Relief. The Settling Parties shall be deemed to have acknowledged that the foregoing Releases were bargained for and are a material element of the Settlement Agreement.

16.4. In connection with the foregoing Releases, the Settling Plaintiff and each RoundPoint Settlement Class Member shall be deemed, as of the entry of this Judgment, to have waived any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, and any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which provides that:

**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.**

To the extent that anyone might argue that these principles of law are applicable—notwithstanding that the Settling Parties have chosen Florida law to govern this Settlement Agreement—the Settling Plaintiff and each RoundPoint Settlement Class

Member shall be deemed to have knowingly and voluntarily waived, relinquished, and released the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they may be found to be applicable. The Settling Plaintiff and each RoundPoint Settlement Class Member shall further be deemed to have recognized, that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless have agreed that, upon entry of this Judgment, they have fully, finally, and forever settled and released any and all Released Claims covered by these Releases.

16.5 Released Claims do not apply to new claims arising after the close of the Settlement Class Period based on conduct that took place after the close of the Settlement Period, or to insurance claims for physical damage or losses to Residential Properties insured under any LPI Policy placed by RoundPoint (“Post Settlement Claims”). Nothing in Section 16.2 shall be deemed a release of any RoundPoint Settlement Class Member’s respective rights and obligations for such Post Settlement Claims. Further, and not in limitation of the scope of Released Claims or the definition of Released Parties, nothing in Section 16.2 shall be deemed a release of claims by borrowers who were charged for LPI that was purchased by mortgage servicers other than RoundPoint.

16.6. Except to the extent that any such obligation is released pursuant to Section 16.2, this Judgment shall not release Defendants from any existing obligation to any RoundPoint Settlement Class Member under any loan, note, mortgage, or deed of trust. The foregoing is not intended to and does not limit the scope of Released Claims in Section 16.2 or Section 10 of the Settlement Agreement.

16.7. Settling Plaintiff and Class Counsel have represented and warranted

that there are no outstanding liens or claims against the Litigation, and Settling Plaintiff and Class Counsel will be solely responsible for satisfying any liens or claims asserted against the Litigation.

16.8 Settling Plaintiff and each RoundPoint Settlement Class Member shall be deemed to agree and acknowledge that the foregoing Releases were bargained for and are a material element of the Settlement Agreement.

16.9 The Releases do not affect the rights of Noticed Class Members who timely and properly submitted a Request for Exclusion.

16.10 The Settlement Agreement shall be the exclusive remedy for all RoundPoint Settlement Class Members with regards to the Released Claims.

17. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Judgment, nor any of its terms and provisions shall be:

17.1. Offered by any person or received against any of the Released Parties as evidence or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of the facts alleged by any person or the validity of any claim that has been or could have been asserted in the Litigation regarding the RoundPoint LPI program or in any litigation against any Released Party, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Litigation regarding the RoundPoint LPI program or in any litigation against any Released Party, or of any liability, negligence, fault or wrongdoing of any Released Party;

17.2. Offered by any person or received against any of the Released Parties as evidence of a presumption, concession, or admission of any fault, misrepresentation, or

omission with respect to any statement or written document approved or made by any of the Released Parties or of any other wrongdoing by any of the Released Parties;

17.3 Offered by any person or received against any of the Released Parties as evidence of a presumption, concession, or admission with respect to any liability, negligence, breach, fault, omission, or wrongdoing in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal;

17.4 Offered or received in evidence in any action or proceeding against any of the Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to enforce or otherwise effectuate the Settlement Agreement (or any agreement or order relating thereto), including the Releases or this Judgment.

18. In the event that the Effective Date does not occur, this Judgment shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void, and the Parties will be restored to their positions as of July 22, 2018.

19. This Judgment and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party in order to support any argument, defense or counterclaim, including, without limitation, those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

20. Settling Plaintiff and all RoundPoint Settlement Class Members and their respective spouses, family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, joint tenants, tenants in common, tenants by the entirety, co-mortgagors,

co-obligors, co-debtors, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf, have released the Released Claims as against the Released Parties, and are, from this day forward, hereby permanently barred and enjoined from directly or indirectly (a) filing, commencing, prosecuting, maintaining (including claims or actions already filed), intervening in, defending, or participating in (as parties, class members or otherwise) any action in any jurisdiction before any court or tribunal based on, arising from, or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; or (b) organizing any RoundPoint Settlement Class Members, or soliciting the participation of any RoundPoint Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) in any jurisdiction before any court or tribunal based on or relating to any of the Released Claims or the facts and circumstances relating thereto. Any person in violation of this injunction may be subject to sanctions, including payment of reasonable attorneys' fees incurred in seeking enforcement of the injunction. The foregoing injunction is issued in order to protect the continuing jurisdiction of the Court and to effectuate and implement the Settlement Agreement and this Judgment.

21. RoundPoint Settlement Class Members shall promptly dismiss with prejudice all claims, actions, or proceedings that have been brought by any RoundPoint Settlement Class Member in any jurisdiction that are based on Released Claims pursuant to the Settlement Agreement and this Judgment, and that are enjoined pursuant to this Judgment.

22. The claims of Settling Plaintiff Austin Belanger, individually and on behalf of the RoundPoint Settlement Class, including all individual claims and class claims presented

herein, are hereby dismissed on the merits and with prejudice against RoundPoint, Willis of Ohio, and Great American without fees (including attorneys' fees) or costs to any party except as otherwise provided in this Judgment.

23. Settling Parties are hereby directed to implement and consummate the Settlement according to its terms and provisions, as may be modified by Orders of this Court. Without further order of the Court, Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement, as may be modified by the Preliminary Approval Order or this Judgment.

24. Pursuant to Rule 54(b), the Court hereby enters Judgment as described herein and expressly determines that there is no just reason for delay. Without impacting the finality of this Judgment, the Court shall retain jurisdiction over the construction, interpretation, consummation, implementation, and enforcement of the Settlement Agreement and this Judgment, including jurisdiction to enter such further orders as may be necessary or appropriate.

DONE and ORDERED in Miami, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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MARCIA G. COOKE  
UNITED STATES MAGISTRATE JUDGE