

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 coverage under RoundPoint’s LPI Policy for your residential property, you could receive a cash award or credit from a class action settlement.

Un aviso de este acuerdo también está disponible en: www.BelangerSettlementInfo.com

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 by Great American E&S Insurance Company (“Great American”) and procured by 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 October 12, 2018.
- If you were charged by RoundPoint for coverage under RoundPoint’s 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 LPI coverage, 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.

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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 covering your residential property, and that you were charged by RoundPoint, as your mortgage servicer, for coverage under 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 and procured by 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 LPI coverage 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

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consideration from 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 for LPI coverage for Residential Property, and who, within the Settlement Class Period, either (i) paid to RoundPoint the Net Premium for coverage under an LPI Policy or (ii) did not pay to and still owe RoundPoint the Net Premium for coverage under 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 October 12, 2018.

"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, 1-888-337-8272, or visit the Settlement Website at 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 coverage under RoundPoint's 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 coverage under RoundPoint's 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.

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 LPI coverage 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 **May 13, 2019** ("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, or you can ask for one by calling toll-free, 1-888-337-8272. 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 **May 13, 2019**. 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.

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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 charge.

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

All other RoundPoint Settlement Class Members who were charged by RoundPoint for LPI coverage 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 coverage.

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

The Court will hold a hearing on **March 14, 2019** 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 concerning the LPI at issue in this case or any other claims 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 **February 12, 2019** and mailed to Belanger Settlement, c/o JND Legal Administration, PO Box 91345, Seattle WA 98111. 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 **February 12, 2019**.

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 **February 12, 2019**.

CLERK OF THE COURT	CLASS COUNSEL
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
COUNSEL FOR ROUNDPOINT	COUNSEL FOR GREAT AMERICAN
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 on **March 14, 2019**, in Courtroom 1168 at the James Lawrence King Federal Justice Building, 99 NE 4th Street, Miami, FL 33132. 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 **February 12, 2019**.

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. You may also contact Class Counsel, identified in Answer #17 above.

In addition, you may call 1-888-337-8272 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: December 12, 2018

**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**