

If you were charged by Residential Credit Solutions, Inc. (“RCS”) during the Class Period (below) for a lender-placed insurance policy for your residential property, you could receive a cash award from a class action settlement.

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

- If you were charged by RCS for lender-placed insurance issued by Southwest Business Corporation, American Modern Insurance Group, Inc., American Modern Home Insurance Company, The Atlas Insurance Agency, Inc., Midwest Enterprises, Inc., American Family Home Insurance Company, American Modern Surplus Lines Insurance Company, American Western Home Insurance Company, American Southern Home Insurance Company, American Modern Insurance Company of Florida, Inc., American Modern Select Insurance Company, or American Modern Lloyds Insurance Company (together, the “Insurer Defendants”), this Settlement will provide you with an opportunity to claim a cash award.
- Class Period: The Class Period begins on January 1, 2008 and ends on August 9, 2017.
- If you were charged by RCS 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 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 completely and truthfully under penalty of perjury, 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 of 6% of the Net Premium charged to the claimant by RCS during the Class Period for the LPI Policy.

**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 Insurer Defendants' 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 Residential Credit Solutions, Inc. ("RCS"), 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 one or more of the Insurer Defendants, 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. However, the cash award will not be paid until any objections or appeals are resolved.

2. WHAT IS THIS NOTICE?

This Notice is part of a package sent to all potential RCS Settlement Class Members like you. The package includes this Notice, the Claim Form Instructions, 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 *Strickland, et al., v. Carrington Mortgage Services, LLC, et al.* Case No. 1:16-cv-25237-JG.

Plaintiffs John C. Sekula, Jacqueline Sekula, and Charlie Mae Jones sued on behalf of you and all RCS Settlement Class Members and are called the "Plaintiffs." They sued the Insurer Defendants.

3. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit involves lender-placed insurance ("LPI"), which is insurance (hazard, flood, flood gap, or wind) 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, RCS pays premiums to the LPI insurer that issues the policy, here one of the Insurer Defendants, and then RCS charges borrowers for those premiums.

Plaintiffs brought claims on behalf of all persons in the RCS Settlement Class (as defined in Answer #5). Plaintiffs allege 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), RCS would place insurance in a manner such that RCS allegedly received an unauthorized benefit. Plaintiffs allege further that RCS did so primarily to receive consideration from the Insurer Defendants. Plaintiffs also allege that the way in which LPI policies were obtained and placed caused the premiums and the amount of coverage to be excessive.

Insurer Defendants expressly deny Plaintiffs' 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 Insurer 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 Insurer 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 RCS Settlement Class. The "RCS Settlement Class" includes:

All borrowers in the United States who, from January 1, 2008 to August 9, 2017 ("Settlement Class Period"), inclusive of those dates, were charged by RCS for a hazard, flood, flood-gap, or wind-only LPI Policy for Residential Property issued and/or procured by Insurer Defendants during the Settlement Class Period and who either (i) paid to RCS all or part of the Net Premium for that LPI Policy, or (ii) were charged but did not pay and still owe to RCS the Net Premium for that LPI Policy.

Excluded from the RCS Settlement Class are: (i) individuals who are or were during the Settlement Class Period officers or directors of Insurer Defendants or of any of their Affiliates; (ii) any justice, judge, or magistrate judge of the United States or of any State, their spouses, and persons within the third degree of relationship to any of them, or the spouses of such persons; (iii) borrowers who only had an LPI Policy that was cancelled in its entirety such that any premiums charged and/or collected were fully refunded or credited to the borrower or the borrower's escrow account; and (iv) all borrowers who file a timely and proper request to be excluded from the RCS Settlement Class.

The Settlement Class Period begins on January 1, 2008 and continues through and including August 9, 2017.

LPI Policy means one or more certificates for lender-placed hazard, flood, flood-gap, or wind insurance policy or policies issued and/or procured by one of the Insurer Defendants applicable to a borrower's Residential Property, and placed pursuant to a mortgage loan agreement, home equity loan agreement, or home equity line of credit serviced by RCS 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 RCS Settlement Class, or if you have questions about the case, call the toll-free number, 1-844-470-7978, or visit the Settlement Website at www.SekulaLPISettlement.com.

THE SETTLEMENT TERMS AND BENEFITS

7. WHAT ARE THE TERMS OF THE SETTLEMENT?

Insurer Defendants have agreed to pay a cash award in the amount of 6% of the Net Premium charged by RCS to the claimant during the Class Period for the LPI Policy, provided that each RCS Settlement Class Member timely submits a valid and properly completed Claim Form and a form of verification of their identity, and either paid a part of or still owes the premium to RCS. **Each RCS Settlement Class Member must submit a Claim Form to be eligible to receive a payment.** Insurer 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.SekulaLPISettlement.com.

This Settlement will not affect any rights or claims that you may have under any settlement between Insurer 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 Insurer Defendants' acts, omissions, policies, or practices concerning LPI Policies issued to RCS and charges by RCS for LPI Policies during the Class Period.

8. HOW DO I RECEIVE A CASH AWARD?

To receive a cash award, you must be an RCS 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 March 28, 2018 ("Claim Deadline"), or, if a private mail carrier is used, a label reflecting a date sent 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 Standard Time on the Claim Deadline. You must also upload electronic copies of identity verification documents to the Settlement Website.

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.SekulaLPISettlement.com, or you can ask for one by calling toll-free, 1-844-470-7978. 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 March 28, 2018. 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 or not timely submitted, you will not be paid.

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

RCS Settlement Class Members are eligible for a cash award of 6% of the Net Premium charged by RCS for an LPI Policy issued by one of the Insurer Defendants during the Class Period, if you either paid all or a part of or still owe RCS a premium for the LPI Policy. The Net Premium is the amount of the LPI premium charged less any refunds already provided to the borrower.

10. WHEN WOULD I RECEIVE MY CASH AWARD?

The Court will hold a hearing on January 22, 2018 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 will be mailed 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 RCS SETTLEMENT CLASS?

If you are an RCS Settlement Class Member and unless you exclude yourself, you will remain in the RCS Settlement Class. That means you cannot sue, continue to sue, or be part of any other lawsuit against the Insurer 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 RCS 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 an RCS Settlement Class Member, you'll receive no money 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 the Insurer 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 RCS Settlement Class (see Answer #5), you are automatically a member of the RCS Settlement Class. However, you can exclude yourself, or "opt out" of the RCS 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 (4) a statement requesting exclusion from the proposed Settlement, such as "I hereby request that I be excluded from the proposed RCS Settlement Class in the Strickland Class Action." Your written Request for Exclusion must be postmarked no later than December 13, 2017 and mailed to SekulaLPISettlement, P.O. Box 6878, Broomfield, CO 80021. You cannot "opt out" of the Settlement on behalf of other members of the RCS Settlement Class.

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

Any member of the RCS Settlement Class who does not opt out of the Settlement in the manner and by the deadline described above will be part of the RCS Settlement Class, will be bound by all Orders and proceedings in this action, and will give up the right to sue any of the Insurer 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 Insurer Defendants or are a putative class member in any other class action filed against any of the Insurer Defendants. If you have a pending lawsuit, please contact your lawyer in that lawsuit immediately. Remember, the exclusion deadline is December 13, 2017.

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

No. If you are an RCS Settlement Class Member and exclude yourself, do not send in a Claim Form to ask for any money. But, you may sue or continue to sue Insurer Defendants individually, or you may be part of a different lawsuit against Insurer 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 an RCS 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 December 13, 2017:

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 Kozyak, Tropin, & Throckmorton, LLP 2525 Ponce de Leon Blvd., 9th Floor Coral Gables, FL 33134
COUNSEL FOR AMIG DEFENDANTS	COUNSEL FOR SWBC
Mark A. Johnson Rodger L. Eckelberry Robert Tucker Baker & Hostetler LLP 200 Civic Center Drive, Suite 1200 Columbus, OH 43215	Diana C. Manning Benjamin J. DiLorenzo BRESSLER, AMERY & ROSS, P.C. 325 Columbia Turnpike, Suite 301 Florham Park, NJ 07932

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 RCS 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 amm@kttlaw.com Kozyak, Tropin, & Throckmorton, LLP 2525 Ponce de Leon Blvd. 9th Floor Coral Gables, FL 33134 Telephone: (305) 372-1800 Facsimile: (305) 372-3508	Aaron S. Podhurst apodhurst@podhurst.com Podhurst Orseck, P.A. SunTrust International Center One S.E. 3rd Ave. Suite 2700 Miami, FL 33131 Telephone: (305) 358-2800 Facsimile: (305) 358-2382	Lance A. Harke lharke@harkeclasby.com Harke Clasby & Bushman LLP 9699 NE Second Ave. Miami Shores, FL 33138 Telephone: (305) 536-8220 Facsimile: (305) 536-8229
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18. HOW WILL THE CLASS COUNSEL LAWYERS BE PAID?

Class Counsel will ask the Court for, and the Insurer Defendants will separately pay, attorneys' fees and expenses and case contribution awards that the Court approves, up to maximums of \$722,837 in attorneys' fees and expenses and case contribution awards of \$5,000 to Settling Plaintiff Charlie Mae Jones and \$5,000 jointly to Settling Plaintiffs John and Jacqueline Sekula. These payments will not reduce the amount of any cash awards to RCS Settlement Class Members. Insurer Defendants have agreed not to oppose the applications by Class Counsel for attorneys' fees and expenses or the case contribution awards to Settling Plaintiffs 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 9:30 a.m. on January 22, 2018, in the United States Courthouse located at 99 NE 4th Street, Eleventh Floor Courtroom Number 11-3, in Miami, Florida. 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 awards to the Settling Plaintiffs. 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 RCS SETTLEMENT CLASS MEMBER, MAY I SPEAK AT THE HEARING?

You cannot speak at the hearing if you have excluded yourself from the RCS Settlement Class. However, if you are a member of the RCS 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 an attorney, 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 December 13, 2017.

If you do not file a notice of intention to appear by this deadline and 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.SekulaLPISettlement.com. You may also contact Class Counsel, identified in Answer #17 above.

In addition, you may call 1-844-470-7978 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: October 24, 2017

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