

*Hamilton v. SunTrust Mortgage, Inc., et al., Case No. 13-60749-CIV-JIC
United States District Court for the Southern District of Florida*

If you were charged by SunTrust for a lender-placed hazard, flood, or wind insurance policy issued between April 1, 2008 and June 18, 2014 by QBE Specialty Insurance Company, Sterling National Insurance Agency, n/k/a QBE FIRST Insurance Agency, Inc., or any of their affiliates, including but not limited to QBE Insurance Corporation, QBE Financial Institution Risk Services, Inc., and Praetorian Insurance Company (collectively “QBE”) for your residential property, and you paid all or a portion of the premiums for that policy to SunTrust at that time, you could receive a payment from a class action settlement.

If you were charged by SunTrust for a lender-placed hazard, flood, or wind insurance policy issued between April 1, 2008 and June 18, 2014 by QBE for your residential property, and you did not pay and still owe the premiums for that policy, you could receive a payment or a credit towards what you owe SunTrust.

EN ESPAÑOL

Para más información o para pedir un Aviso y Formulario de Reclamación en español, por favor vaya a www.HamiltonSettlement.com, o escribir a Hamilton v. SunTrust Settlement, c/o GCG, P.O. Box 10090, Dublin, OH 43017-6690.

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

- If you were charged by SunTrust Mortgage, Inc. (“SunTrust”) a premium for lender-placed hazard, flood, or wind insurance coverage issued by QBE, on your residential property, this Settlement provides you with an opportunity to claim benefits in the form of either a check payment or a credit towards what you currently owe SunTrust.
- The Class Period begins on April 1, 2008 and ends on June 18, 2014.
- If you were charged for a hazard, flood, or wind LPI Policy that was issued between these dates, subject to the provisions of this Notice and the Settlement, you may make a claim to receive benefits pursuant to this Settlement.
- This Notice explains what the class action lawsuit was about, what the Settlement will be if it is approved by the Court, whether you qualify to submit a claim for a payment by check or a 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 will tell you how to get more information if you want it.
- If you decide to submit a claim, you will need to follow the Instructions for the Class Action Claim Form, and fill out the Claim Form sent to you with this Notice. Everyone submitting a Claim Form must answer the questions on the Claim Form truthfully, and must affirm the statements in the Claim Form under penalty of perjury. Some claimants also must verify their identity.
- Settlement Class Members who paid for all or a portion of the charges for an LPI Policy on their property and who submit a timely, valid, and verified Claim Form will receive a Settlement Payment via check in the amount described in Section 7 below, if: (i) they do not have a mortgage escrow account; or (ii) their escrow payments are current; or (iii) their mortgage loan is no longer serviced by SunTrust and SunTrust, at its sole option, chooses not to reduce any post-judgment deficiency by the Settlement Payment it may be entitled to. If not, SunTrust shall have the option, at its discretion, of making the Settlement Payment either via check or by account credit, in the amount described in Section 7 below.
- Settlement Class Members who were charged but did not pay for, and who still owe, the charges for an LPI Policy on their property and who submit a timely, valid, and verified Claim Form will receive a Settlement Payment either via check or by account credit, at SunTrust’s sole option, in the amount described in Section 7 below.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY, AND OBTAIN MORE INFORMATION IF YOU NEED IT. THE NOTICE WILL TELL YOU HOW TO OBTAIN THAT INFORMATION.

QUESTIONS? VISIT WWW.HAMILTONSETTLEMENT.COM OR CALL 1-844-322-8218

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 3
1. Why Was This Notice Sent To Me?	
2. What Is This Notice?	
3. What Is This Lawsuit About?	
4. Why Is There A Settlement?	
SETTLEMENT CLASS MEMBERSHIP	PAGE 4
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 4
7. What Are The Terms Of The Settlement?	
8. How Do I Receive A Check Or A Credit?	
9. How Do I Know Whether I Am Eligible For A Check Versus A Credit Towards What I Owe SunTrust?	
10. When Would I Receive My Check Or Credit?	
11. What Am I Giving Up To Stay In The Class?	
12. What Happens If I Do Nothing?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 6
13. How Do I Get Out Of The Settlement?	
14. What If I Do Not Opt Out Of The Settlement?	
15. If I Exclude Myself, Can I Receive A Check Or A Credit From This Settlement?	
OBJECTING TO THE SETTLEMENT	PAGE 6
16. How Can I Object To The Settlement?	
THE LAWYERS REPRESENTING YOU	PAGE 7
17. Do I Have A Lawyer In This Case?	
18. How Will Class Counsel Lawyers Be Paid?	
THE COURT’S FAIRNESS HEARING	PAGE 7
19. When And Where Will The Court Decide Whether To Approve The Settlement?	
20. As A Settlement Class Member, May I Speak At The Hearing?	
GETTING MORE INFORMATION	PAGE 8
21. Where Can I Get More Details About The Settlement?	

BASIC INFORMATION

1. WHY WAS THIS NOTICE SENT TO ME?

This Notice was sent to you because Defendants' records indicate that a lender-placed hazard, flood, or wind insurance policy ("LPI policy") was issued for your residential property as early as April 1, 2008 through June 18, 2014, and that you were charged by SunTrust, as your mortgage servicer, for this LPI Policy.

The Court ordered this Notice to be sent to you because you have a right to know: (i) about the proposed Settlement of this class action lawsuit, which concerns LPI policies issued by QBE and for which you were charged by SunTrust; and (ii) 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 valid claim, you will receive either: (a) a payment from an Administrator approved by the Court; or (b) a credit towards what you currently owe SunTrust. The payment or credit will not be made until any objections or appeals are resolved.

2. WHAT IS THIS NOTICE?

This Notice is part of a package sent to all potential Settlement Class Members like you. The package includes this Notice, the Instructions for the Class Action Claim Form, and the Class Action 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 known as *Hamilton v. SunTrust Mortgage Inc., et al.*, Case No. 13-60749-CIV-JIC.

The people who sued on behalf of you and all Settlement Class Members—Carina Hamilton and David Wieder—are called the "Plaintiffs." The companies they sued, Defendants SunTrust Mortgage, Inc. ("SunTrust"), QBE Specialty Insurance Company, Sterling National Insurance Agency n/k/a QBE FIRST Insurance Agency, Inc., QBE Insurance Corporation, QBE Financial Institution Risk Services, Inc., and Praetorian Insurance Company (collectively "QBE") are all called the "Defendants."

3. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit involves lender-placed insurance ("LPI"), which is an insurance product that is placed on a homeowner's property to protect the borrower and mortgage lender when the homeowner's insurance policy lapses, or when the homeowner does not maintain a homeowner's insurance policy that is acceptable to the mortgage lender. When an LPI Policy is placed pursuant to the homeowner's mortgage contract, SunTrust pays premiums to the LPI insurer who writes the policy, and then SunTrust charges the homeowners for those premiums.

The Plaintiffs brought claims on behalf of all persons in the 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), SunTrust would place insurance in a manner such that SunTrust allegedly received an unauthorized benefit. Plaintiffs also allege that the way in which LPI policies were obtained and placed caused the rates to be excessive.

All Defendants expressly deny Plaintiffs' allegations and assert their actions 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 Settlement Class. The “Settlement Class” shall be as follows:

All borrowers in the United States who had mortgage loans serviced by SunTrust Mortgage Inc. who were charged a premium for lender-placed hazard, wind, or flood insurance coverage issued by QBE, or one of its affiliates, within the Class Period, which shall be defined as the period of time from April 1, 2008 through June 18, 2014. Class Members will have the right to opt out of the Settlement Agreement consistent with the terms of Fed. R. Civ. P. 23(b)(3).

Excluded from the Class are: (i) individuals who are or were during the Class Period officers, directors, or employees of the Defendants 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; (iv) all borrowers who file a timely and proper request to be excluded from the Class; (v) any borrowers who have settled or otherwise released any LPI claims; and (vi) any borrowers for whom SunTrust has otherwise written-off or released the borrower from his or her LPI repayment obligation.

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 Settlement Class, or you have questions about the case, you may call the toll-free number, 1-844-322-8218, or visit the Settlement website at www.HamiltonSettlement.com.

THE SETTLEMENT TERMS AND BENEFITS

7. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendants have agreed to provide significant monetary relief to the Class in the form of cash payments or credits as follows:

If your mortgage servicer was SunTrust, Inc., and you had LPI issued or “placed” between April 1, 2008 and June 18, 2014 by SunTrust, you will receive an amount equal to 10.5% of the net written premium charged.

Each Settlement Class Member must submit a valid and properly completed Claim Form, including for some claimants, providing a form of verification of their identity.

The net written premium is the amount of the LPI premium minus any refunds.

As described in further detail in response to Question 9, whether a Settlement Class Member is eligible to receive a payment or an account credit (towards what the Settlement Class Member owes SunTrust) depends on whether his or her mortgage loan is still serviced by SunTrust, whether he or she paid the premiums charged by SunTrust for the LPI Policy or he or she did not pay and still owes those premiums to SunTrust, and whether his or her escrow payments are current. Each Settlement Class Member must submit a Claim Form to be eligible to receive these benefits. Defendants also have agreed to additional prospective relief from which Class Members may benefit. The Settlement benefits are described in further detail in the Settlement Agreement, which is available at www.HamiltonSettlement.com.

This Settlement will not affect any rights or claims that you may have under the National Mortgage Settlement or any other settlement between SunTrust and any governmental or private entity. This Settlement also will not affect any claim for insurance coverage proceeds from your LPI Policy that you have made or may make in the future. However, as described below (see Answer #11), this Settlement will impact any claims or defenses that you may have relating to, concerning, or pertaining to, among other things, Defendants’ conduct, policies, or practices concerning LPI Policies issued by QBE and placed or charged by SunTrust during the Class Period.

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

To receive a check or a credit towards what you currently owe, you must be a Settlement Class Member and must send in a properly completed and accurate Class Action Claim Form by January 15, 2015. The Class Action Claim Form Instructions and a Class Action Claim Form have been sent to you with this Notice. Class Members also may obtain a Claim Form on the Settlement Website at www.HamiltonSettlement.com, or call to request one at the toll-free number 1-844-322-8218.

Please read the Claim Form Instructions carefully, fill out the Claim Form, sign it, and mail it postmarked no later than January 15, 2015. For Settlement Class Members who paid all or a portion of the charges for an LPI policy, your identity must be confirmed through one of several options — the Claim Form Instructions and the Claim Form itself explain what those options are. If your Claim Form is not properly completed and/or all required information is not provided, it will be deemed invalid.

9. HOW DO I KNOW WHETHER I AM ELIGIBLE FOR A CHECK VERSUS A CREDIT TOWARDS WHAT I OWE SUNTRUST?

The Class Action Claim Form Instructions and Claim Form explain the different relief available to Settlement Class Members, depending upon various factors, including whether they paid their LPI premium.

As explained on the Claim Form, Settlement Class Members who submit timely, valid, and verified Claim Forms will receive the Settlement Payment explained in Section 7 above via check if they made at least one full monthly mortgage payment to SunTrust after either their existing escrow account was adjusted to charge the premium for the LPI Policy or a new escrow account was created to charge the premium for the LPI Policy, and if: (a) they do not currently have a mortgage escrow account; or (b) their escrow payments are current; or (c) their mortgage loan is no longer serviced by SunTrust (unless the mortgage loan has been foreclosed, in which case, SunTrust may elect to provide a credit toward the deficiency, if any, it may be owed). If not, Class Members will receive the Settlement Payment either via check or via account credit, at SunTrust's option.

Settlement Class Members who were charged but did not pay for, and still owe, the premium for the LPI Policy, will receive the Settlement Payment either via check or account credit, at SunTrust's option.

10. WHEN WOULD I RECEIVE MY CHECK OR CREDIT?

The Court will hold a hearing on October 17, 2014, at 9:30 a.m. to determine whether to approve the Settlement (the "Final Approval Hearing" or "Fairness Hearing"). If Judge Cohn approves the Settlement, there may be appeals after that. It is always uncertain when any appeals, if taken, will be resolved. You will receive your check or credit within 210 days after the Settlement becomes final and effective.

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

If you are a Settlement Class Member and unless you exclude yourself, you are staying in the Settlement Class. That means you (or anyone acting on your behalf) cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the issues that were or could have been raised in *this* case. It also means that all of the Court's orders concerning the Settlement Class will apply to you and legally bind you, including the Release described in detail in Section 10 of the Settlement Agreement. This Release provision describes the legal claims that you give up if this Settlement is approved and you do not exclude yourself. Please carefully read this Release and the Settlement Agreement.

12. WHAT HAPPENS IF I DO NOTHING?

If you do nothing as a Settlement Class Member, you will receive no money or credit from this Settlement. Unless you exclude yourself from the Settlement, you or anyone acting on your behalf 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 fall within the definition of the Settlement Class (see Answer #5), you are automatically a member of the Settlement Class. However, you can exclude yourself, or “opt-out” of the Settlement Class, if you do not wish to participate. This means you will receive no payment or credit as part of this Settlement, nor any of the additional Settlement benefits.

You cannot ask to be excluded over the phone or via the internet. To exclude yourself, you must mail a written request for exclusion to the Settlement Administrator that includes: (1) a statement requesting exclusion from the proposed Settlement, such as “I hereby request that I be excluded from the proposed Settlement Class in the Hamilton Class Action”; (2) your name, your address, and the case name; and (3) your original signature. Your written request for exclusion must be postmarked no later than September 17, 2014 and mailed to Hamilton v. SunTrust Settlement, c/o GCG, P.O. Box 10090, Dublin, OH, 43017-6690. You may not seek to “opt out” of the Settlement on behalf of other members of the Settlement Class.

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

Any member of the Settlement Class who does not opt out of the Settlement in the manner and by the deadlines described above shall be part of the Settlement Class, shall be bound by all Orders and proceedings in this action, and shall give up the right to sue any of the Defendants for the claims that this Settlement resolves. If you desire 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 **September 17, 2014**.

15. IF I EXCLUDE MYSELF, CAN I RECEIVE A CHECK OR A CREDIT FROM THIS SETTLEMENT?

No. If you are a Settlement Class Member and exclude yourself, 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 Settlement Class Member and do not opt out of the Settlement. To do so, you (or your attorney on your behalf) must submit a valid objection.

To be valid, your objection must be in writing, personally signed by you, and must include: (a) case name and number; (b) your name, address, telephone number, and, if represented by counsel, their 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 all of the parties identified below, postmarked no later than September 17, 2014:

CLERK OF THE COURT

Clerk of the United States District
Court for the Southern District of
Florida
400 North Miami
8th Floor
Miami, FL 33128

CLASS COUNSEL

Adam M. Moskowitz
Kozyak, Tropin, & Throckmorton,
P.A.
2525 Ponce de Leon Blvd.,
9th Floor
Coral Gables, FL 33134

COUNSEL FOR SUNTRUST

Marc J. Gottlieb, Esq.
AKERMAN LLP
350 East Las Olas Blvd., Suite 1600
Fort Lauderdale, Florida 33301

COUNSEL FOR QBE

Robyn C. Quattrone
BuckleySandler LLP
1250 24th Street, NW
Suite 700
Washington, DC 20037

QUESTIONS? VISIT WWW.HAMILTONSETTLEMENT.COM OR CALL 1-844-322-8218

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 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 Harley S. Tropin hst@kttlaw.com Kozyak, Tropin, & Throckmorton, P.A. 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 Peter Prieto pprieto@podhurst.com Podhurst Orseck, P.A. City National Bank Building 25 West Flagler Street, Suite 800 Miami, Florida 33130 Telephone: 305-358-2800 Facsimile: 305-358-2382	Lance A. Harke lharke@harkeclasby.com Howard M. Bushman, Esq. hbushman@harkeclasby.com Harke Clasby & Bushman LLP 9699 NE Second Ave. Miami Shores, FL 33138 Telephone: (305) 536-8220 Facsimile: (305) 536-8229
--	--	--

18. HOW WILL THE CLASS COUNSEL LAWYERS BE PAID?

Class Counsel will ask the Court for attorneys' fees and expenses up to \$3,600,000, and for a case contribution award of \$5,000 paid to each of the Plaintiffs and Class Representatives Carina Hamilton and David Wieder. The Court may award less than these amounts.

Defendants will separately pay the fees and expenses, and the case contribution award that the Court awards, up to maximums of \$3,600,000 in fees and expenses and \$5,000 to each class representative (a total of \$10,000) respectively. These amounts will not reduce the amount of any checks or credits to 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 Plaintiffs.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Final Approval Hearing at 9:30 am. on October 17, 2014 in Courtroom 203E of the United States Courthouse, 299 East Broward Boulevard, Fort Lauderdale, FL 33301. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are valid and timely objections, the Court will consider them.

The Court may listen to people who have properly asked to speak at the hearing beforehand, and in writing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

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

You cannot speak at the hearing if you have excluded yourself from the Settlement Class. However, if you are part of the Settlement Class, you may ask the Court for permission for you or your attorney to speak at the Final Approval 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 Final Approval 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 Final Approval Hearing. The notice of intention to appear must be filed with the Clerk of Court and served on all counsel no later than September 17, 2014.

If you do not file a notice of intention to appear in accordance with the deadlines and other specifications set forth in the Settlement Agreement and this Notice, you will not be entitled to appear at the Final Approval Hearing to raise any objections.

GETTING MORE INFORMATION

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

This Notice summarizes the lawsuit. More details are in the Settlement Agreement, which is available through the Settlement Website at www.HamiltonSettlement.com. You also may contact Class Counsel, as identified above.

In addition, you may call the toll-free number at 1-844-322-8218, or visit the Settlement Website at www.HamiltonSettlement.com to find answers to common questions about the Settlement, a Claim Form, and other information to help you determine whether you are eligible for relief from this Settlement.

Date: **July 18, 2014**

EN ESPAÑOL

Para más información o para pedir un Aviso y Formulario de Reclamación en español, por favor vaya a www.HamiltonSettlement.com, o escribir a Hamilton v. SunTrust Settlement, c/o GCG, P.O. Box 10090, Dublin, OH 43017-6690.

**PLEASE DO NOT CALL THE COURT. PLEASE ALSO DO NOT CALL OR SEND
CORRESPONDENCE PERSONALLY TO JUDGE COHN OR HIS STAFF.**