

*Dorothy Kerr Checa Chong v. New Penn Financial, LLC, d/b/a
Shellpoint Mortgage Servicing, Case No. 9:18-cv-80948-RLR*

United States District Court for the Southern District of Florida

If you were charged by New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing (“Shellpoint”) during the Class Period, as defined below, for a lender-placed insurance (“LPI”) policy for your residential property that was procured by Overby-Seawell Company on or after March 1, 2014, and you paid all or a portion of the premium for that policy to Shellpoint during that time, you could receive a cash award from a class action settlement.

If you were charged by Shellpoint during the Class Period, as defined below, as an insured or additional insured for an LPI policy for your residential property that was procured by Overby-Seawell Company on or after March 1, 2014, and you did not pay but still owe the premium for that policy, you could receive a credit toward what you owe Shellpoint. Or, alternatively, you could receive a partial refund check (if the defendant elects, in its sole discretion, to provide checks instead of credits to eligible claimants).

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

Para más información comuníquese al número 1-866-579-5212 o para obtener Instrucciones y Formulario de Reclamación en español por favor vaya a www.ChongSettlementInfo.com, o escriba a Chong v. Shellpoint Settlement Administrator, P.O. Box 404041, Louisville, KY 40233-4041.

- If you were charged by Shellpoint under a hazard, flood, or wind LPI policy, procured by Overby-Seawell Company on or after March 1, 2014, for your residential property, this Settlement may provide you with an opportunity to either: (i) claim a cash award, if you paid all or a portion of the premiums for that LPI Policy to Shellpoint during the Class Period; or (ii) claim a credit toward what you currently owe Shellpoint, if you did not pay but still owe the premiums for that LPI Policy to Shellpoint during the Class Period or, at Shellpoint’s sole discretion, a cash payment.
- Class Period: The Class Period begins on March 1, 2014 and ends on April 4, 2019.
- If you were charged by Shellpoint for an LPI Policy during the Class Period, subject to the provisions of this Notice and the Settlement, you may make a claim for benefits pursuant to this Settlement.
- This Notice will explain 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 cash award or a credit based on the Settlement, and what to do if you want to: (i) submit a claim; (ii) object to the Settlement; or (iii) not participate in the Settlement and instead “opt out” of the class action. This Notice will also 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 must also verify their identity.
- All claimants who meet the requirements and submit valid and properly completed Claim Forms will receive a cash award or a credit (toward what they currently owe Shellpoint) of an amount equal to 8.875% of the Net Premium charged to the claimant during the Class Period for the LPI Policy by Shellpoint.

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 Shellpoint’s records indicate that your residential insurance policy lapsed, that a hazard, flood, or wind lender-placed insurance policy (“LPI Policy”) was issued for your residential property, procured by Overby-Seawell Company, and that you were charged by Shellpoint, 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 procured by Overby-Seawell Company for which you were charged by Shellpoint, 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 valid claim, you will receive either: (a) a cash award from an Administrator approved by the Court, if you paid all or a portion of the premium for your LPI Policy; or (b) a credit toward what you currently owe Shellpoint, or, at Shellpoint’s sole discretion, a partial refund check from the Administrator, if you have not paid the premium for your LPI Policy. However, the cash award 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 *Dorothy Kerr Checa Chong v. New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing*, Case No. 9:18-cv-80948-RLR, in the United States District Court for the Southern District of Florida.

Plaintiff Dorothy Kerr Checa Chong sued on behalf of you and all Settlement Class Members and is called the “Plaintiff.” The company she sued, Shellpoint, is called the “Defendant.”

3. WHAT IS THIS LAWSUIT ABOUT?

This contested lawsuit involves lender-placed insurance (“LPI”), which is insurance (hazard, flood, 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, Shellpoint pays premiums to the LPI insurer who writes the policy, and then Shellpoint charges the borrowers for those premiums.

The Plaintiffs have 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), Shellpoint would place insurance in a manner such that Shellpoint allegedly received an unauthorized benefit. Plaintiffs allege further that Shellpoint did so primarily to receive “kickbacks” from Overby-Seawell Company Plaintiff also alleges that the way in which LPI policies were obtained and placed caused the rates and the amount of coverage to be excessive.

Shellpoint expressly denies Plaintiff’s allegations and asserts its actions were fully authorized under the mortgage instruments and by law. It expressly denies any wrongdoing and denies ever receiving an “unauthorized benefit,” “kickback,” or commission as a result of any LPI placement. Shellpoint further terminated its arrangement with Overby-Seawell Company in March 2015. There has been no court decision on the merits of this case and no finding that Shellpoint 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 Shellpoint 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 “Class” shall include:

All borrowers in the United States who, within the Class Period, were charged by Shellpoint under a hazard, flood, or wind LPI policy, procured by Overby-Seawell Company on or after March 1, 2014, for Residential Property, and who, within the Class Period, either (i) paid to Shellpoint the Net Premium for that LPI Policy or (ii) did not pay to and still owe Shellpoint the Net Premium for that LPI Policy. Excluded from the Class are: (i) individuals who are or were during the Class Period officers or directors of Shellpoint 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 who only had an LPI Policy that was cancelled in its entirety such that any premiums charged and/or collected were fully refunded to the borrower or the borrower’s escrow account; (iv) all borrowers for whom a final foreclosure judgment, foreclosing the mortgage loan serviced by Shellpoint, was entered against them; and (v) all borrowers who file a timely and proper request to be excluded from the Class.

The “Class Period” shall commence on March 1, 2014, and shall continue through and including April 4, 2019.

“LPI Policy” means a lender-placed residential hazard, flood, or wind insurance policy procured by the Overby-Seawell Company on or after March 1, 2014 and placed pursuant to a mortgage loan agreement, home equity loan agreement, or home equity line of credit serviced by Shellpoint 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 Settlement Class, or you have questions about the case, you may call the toll-free number, 1-866-579-5212, or visit the Settlement Website at www.ChongSettlementInfo.com.

THE SETTLEMENT TERMS AND BENEFITS

7. WHAT ARE THE TERMS OF THE SETTLEMENT?

Shellpoint has agreed to provide a cash award or credit in the amount of 8.875% of the Net Premium charged to the claimant during the Class Period for the LPI Policy by Shellpoint, provided each Settlement Class Member submits a valid and properly completed Claim Form, including for some claimants, providing a form of verification of their identity.

As described in further detail in response to Question 9, whether a Settlement Class Member is eligible to receive a cash award or credit (toward what the Settlement Class Member owes Shellpoint) depends on whether he or she paid the premiums charged by Shellpoint for the LPI Policy or whether he or she did not pay but still owes those premiums to Shellpoint. Each Settlement Class Member must submit a Claim Form to be eligible to receive these benefits. Defendant also has agreed to additional injunctive relief from which you may benefit. The Settlement benefits are described in further detail in the Settlement Agreement, which is available at www.ChongSettlementInfo.com.

This Settlement will not affect any rights or claims that you may have under any settlement between Shellpoint and any governmental or private 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. However, as described below (see Answer #11), this Settlement will affect any claims that you may have relating to, concerning, or pertaining to, among other things, Shellpoint's conduct, policies, or practices concerning LPI Policies and charges for Shellpoint's placement of LPI Policies during the Class Period.

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

To receive a cash award or credit toward 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 U.S. Mail postmarked by November 12, 2019 (as defined in the Settlement Agreement),¹ or, if a private mail carrier is used, a label reflecting that the mail date is no later than November 12, 2019 (the "Claim Deadline"). You may also submit a Claim Form on-line through the Settlement Website interactive portal no later than the Claim Deadline, provided that for those Claims requiring verification documents, scanned copies of those verification documents are uploaded to the Settlement Website with the appropriate claim number to associate the upload with the Claim. If the Court approves the Settlement and enters Judgment on the date of the Fairness Hearing and no appeal is filed, the deadline to submit a properly completed and accurate Claim Form will be November 12, 2019. The Class Action Claim Form Instructions and a Class Action Claim Form have been sent to you with this Notice. You may also obtain a Claim Form on the Settlement Website at www.ChongSettlementInfo.com, or you can call for one at the toll-free number of 1-866-579-5212.

Please read the Claim Form Instructions carefully, fill out the Claim Form, sign it, and mail it postmarked no later than November 12, 2019. For Settlement Class Members who are eligible for a cash award check (rather than a credit), your identity must be further confirmed through one of several options -- the Claim Form Instructions and the Claim Form 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 CASH AWARD VERSUS A CREDIT TOWARD WHAT I OWE SHELLPOINT?

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

As explained on the Claim Form, Settlement Class Members are eligible for a cash award if during the Class Period they made at least one full monthly mortgage payment to Shellpoint after either: (a) their existing escrow account was adjusted to charge the increased premium for the LPI Policy; or (b) an escrow account was created to charge the increased premium for the LPI Policy and was charged for the LPI Policy.

All other Settlement Class Members who, during the Class Period, were charged by Shellpoint for their LPI Policy, and who have not paid and still owe the charged net premium for that policy, are eligible for a reduction of what they currently owe Shellpoint in the amount of 8.875% of the Net Premium charged to the claimant during the Class Period for the LPI Policy by Shellpoint. The net premium is the amount of the LPI premium minus any refunds already provided to the borrower. Alternatively, Shellpoint may elect, in its sole discretion, to send partial cash award checks to such claimants.

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

The Court will hold a hearing on September 13, 2019 to determine whether to approve the Settlement. If Judge Rosenberg 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 cash award or credit within 180 days after the Settlement becomes final and effective, i.e., after all appeals are resolved.

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 cannot sue, continue to sue, or be part of any other lawsuit against Shellpoint 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 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 and defenses 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. But, unless you exclude yourself from the Settlement, you will not be able to start a lawsuit or continue with a lawsuit against Defendant about the legal issues that were or could have been raised in this case, ever again.

¹ The Final Settlement Date is the date on which the judgment in this case ("Judgment") becomes Final. If no appeal has been taken from the Judgment, the Final Settlement Date means the date on which the time to appeal has expired. If any appeal has been taken from the Judgment, the Final Settlement Date means the date on which all appeals have been finally disposed of in a manner that affirms the Judgment. Thus, the Claim Deadline will be no earlier than November 12, 2019.

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 Chong 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 August 14, 2019 and mailed to *Chong v. Shellpoint* Settlement Administrator, P.O. Box 404041, Louisville, KY 40233-4041. 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 Shellpoint 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 Shellpoint or are a putative class member in any other class action filed against Shellpoint. If you have a pending lawsuit please contact your lawyer in that lawsuit immediately. Remember, the exclusion deadline is August 14, 2019.

15. IF I EXCLUDE MYSELF, CAN I RECEIVE MONEY 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 Shellpoint individually, or you may be part of a different lawsuit against Shellpoint.

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) the 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 Fairness Hearing.

Your objection must be filed with the Clerk of the Court, with copies mailed to all of the parties identified below, postmarked no later than August 14, 2019.

CLERK OF THE COURT Clerk of the United States District Court for the Southern District of Florida 400 North Miami Avenue 8th Floor Miami, FL 33128	CLASS COUNSEL Adam M. Moskowitz The Moskowitz Law Firm, PLLC 2 Alhambra Plaza Suite 601 Coral Gables, FL 33134
COUNSEL FOR SHELLPOINT Marc J. Gottlieb Akerman LLP 350 East Las Olas Boulevard Suite 1600 Fort Lauderdale, FL 33301	

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
The Moskowitz Law Firm, PLLC
2 Alhambra Plaza
Suite 601
Coral Gables, FL 33134

18. HOW WILL THE CLASS COUNSEL LAWYERS BE PAID?

Class Counsel will ask the Court for attorneys' fees and expenses up to \$200,663.00, and a case contribution award of \$5,000.00 paid to Named Plaintiff for her time and effort undertaken in the matter. The Court may award less than these amounts.

Defendant will separately pay the fees and expenses, and the case contribution award that the Court awards, up to maximums of \$200,663.00 in fees and expenses and \$5,000.00 to Named Plaintiff. These amounts will not reduce the amount of any cash awards or credits to Settlement Class Members. Defendant has 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 Fairness Hearing at 2:00 p.m. on September 13, 2019, at the Paul G. Rogers Federal Building and Courthouse, 701 Clematis Street, Courtroom 2, West Palm Beach, Florida 33401. 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 Fairness 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 Fairness 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 Fairness Hearing. The notice of intention to appear must be filed with the Clerk of Court and served on all counsel no later than August 30, 2019.

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 Fairness 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.ChongSettlementInfo.com. You may also contact Class Counsel, as identified above.

In addition, you may call 1-866-579-5212 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 relief from this Settlement.

PLEASE DO NOT CALL THE COURT. PLEASE ALSO DO NOT CALL OR SEND CORRESPONDENCE PERSONALLY TO JUDGE ROSENBERG OR HER STAFF.