

EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

SIMEON PENTON, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

CENTENNIAL BANK

Defendant.

CASE NO. 4:18-cv-00450-MW-CAS

STIPULATION AND SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by, between, and among Plaintiff SIMEON PENTON (“Plaintiff”), on behalf of himself and all Settlement Class Members as defined herein, and Defendant CENTENNIAL BANK (“Defendant,” and together with Plaintiff, the “Parties”), and the matters raised by, or which could have been raised in the Litigation are settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions set forth in this Settlement Agreement and the Release set forth herein, subject to the approval of the Court.

1. RECITALS

1.1 On October 1, 2018, Plaintiff filed the instant putative nationwide class action complaint in the Northern District of Florida. Prior to filing, Class Counsel had conducted an extensive investigation into alleged illegal conduct in the force placed insurance (“FPI”) market. The Litigation against Centennial has included multiple motions to dismiss and other motion practice, and exchange of substantial discovery.

1.2 As per the Court’s Scheduling Order (ECF No. 86), the Parties selected Kelly Overstreet Johnson of Baker Donelson, PC to serve as the mediator. A mediation took place on September 8 and 9, 2021 in Tallahassee, Florida before Ms. Overstreet and included certain of the parties attending in person while others attended remotely via Zoom due to the ongoing global COVID-19 pandemic.

1.3 The Mediation involved two day-long mediation sessions with Ms. Overstreet. It also included extensive review and discussions between the parties regarding class-wide sales and revenues of Centennial’s FPI Policies.

1.4 After extensive negotiations, the Parties reached an agreement in principle at the end of the second day of mediation and counsel signed off on a settlement term sheet that

included the agreed-upon material terms for this Settlement Agreement. It should be noted that the Class Counsel's attorneys' fees and expenses were not negotiated or agreed to until after the Parties had negotiated and agreed-upon the material terms of the Settlement Agreement.

1.5 Class Counsel has significant experience litigating class action consumer claims, having represented plaintiffs in numerous putative class actions brought throughout the country. Class Counsel recognizes and acknowledges, however, that further litigation through expert discovery, class certification, dispositive motions, trial, and appeals will involve considerable uncertainty, and increased time, and expense.

1.6 Class Counsel has concluded that it is in the best interests of the Class as a whole that the claims asserted in the Litigation be resolved on the terms and conditions set forth in this Agreement. After extensive consideration and analysis of the factual and legal issues presented in the Litigation, and extensive mediation sessions, Class Counsel has reached the conclusion that the substantial benefits the Settlement Class Members will receive as a result of this Settlement are a very good result in light of the risks and uncertainties of continued litigation, including any motion for class certification, summary judgment and the expenses that would be necessary to prosecute the Litigation through trial and any appeals that might be taken, and the likelihood of success at trial.

1.7 Centennial has denied, and continues to deny, each and every allegation of liability, wrongdoing, and damages, as they have substantial factual and legal defenses to all claims and class allegations in the Litigation. Centennial has always maintained, and continue to maintain, that they have acted in accordance with all applicable agreements and governing law. Nonetheless, Centennial has concluded that because the continuation of the Litigation

presents risks and would be protracted and expensive, it is desirable that the Litigation be fully and finally settled on a class-wide basis in the manner and upon the terms set forth in this Agreement.

1.8 Without admitting any liability or wrongdoing whatsoever, Centennial agrees to the terms of this Agreement, provided that all Released Claims are settled, compromised, and released, in order to resolve all issues relating to the subject matter of the Litigation.

2. DEFINITIONS

As used herein, the following terms have the meanings set forth below.

2.1. “Administrator” or “Settlement Administrator” means Analytics Consulting LLC, a third-party administrator selected by the Parties after a competitive bidding process to implement Class Notice and effectuate the terms of this Settlement Agreement.

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

2.3. “Attorneys’ Fees and Expenses” means such funds as may be awarded to Class Counsel to compensate them (and all other attorneys for Named Plaintiff or the Settlement Class) for their fees and all expenses incurred by Named Plaintiff or Class Counsel in connection with the Litigation.

2.4. “Existing Escrow Account” refers to an escrow account for a borrower that existed prior to the placement of the FPI Policy. The Parties will send notice informing the borrower that the Existing Escrow Account was being adjusted to reflect the charge for the FPI Policy.

2.5. “Created Escrow Account” refers to an escrow account that was created for a borrower who did not have an escrow account prior to the placement of the FPI Policy, in order for the borrower to be charged for the FPI Policy.

2.6. “Borrowers Who Paid Their FPI Premium” refers to those Settlement Class Members who were charged a Net Premium for an FPI Policy (hazard, flood, flood gap, and/or wind) by Centennial during the Class Period and who made one or more full monthly mortgage loan payment(s) to Centennial after either: (a) their Existing Escrow Account was charged for the FPI Policy; or (b) their Created Escrow Account was charged for the FPI Policy.

2.7. “Claim” means a request for Claim Settlement Relief submitted by a Settlement Class Member to the Settlement Administrator, using a Claim Form in substantially the form of Exhibit B to this Agreement or as ultimately approved by the Court.

2.8. “Claim Deadline” means the last date by which a Claim submitted to the Settlement Administrator by a Settlement Class Member for Claim Settlement Relief must be postmarked, which shall be set by mutual agreement of the Parties to occur on a date no later than sixty (60) days after the Final Settlement Date. All Claims postmarked on or before the Claim Deadline shall be timely, and all Claims postmarked after the Claim Deadline shall be untimely and barred from entitlement to any Claim Settlement Relief.

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

2.10. “Claim Form” means the documents in the form attached as Exhibit B to this Agreement and/or as ultimately approved by the Court.

2.11. “Claim Settlement Relief” means the cash award payment or credit to be made to Settlement Class Members who submit properly completed and timely Claim Forms to the

Settlement Administrator pursuant to the standards contained herein, and who qualify for such relief under this Settlement Agreement.

2.12. “Class Counsel” means the law firms of Scott+Scott Attorneys at Law LLP, the Law Office of Greg Davis, LLP, and Kopelowitz Ostrow Ferguson Weiselberg Gilbert.

2.13. “Class Notice” or “Notice” means the program of notice described in Section 6 of this Agreement to be provided to Settlement Class Members, including the Mail Notice, E-Mail Notice, and Internet site, which will notify Settlement Class Members, among other things, about their rights to opt out and object to the Settlement, the preliminary approval of the Settlement, the manner by which to submit a Claim, and the scheduling of the Final Approval Hearing.

2.14. “Class Period” means the period of time defined in Paragraph 3.2 below.

2.15. “Court” means the United States District Court for the Northern District of Florida.

2.16. “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. All calculations of days and times shall be adjusted to permit compliance by Centennial with the Class Action Fairness Act of 2005, 28 U.S.C. §§1711-1715, including the notifications of appropriate regulators under 28 U.S.C. §1715(b) and expiration of the 90-day review period in

28 U.S.C. §1715 before the Fairness Hearing is held in the Litigation to review and approve the Settlement.

2.17. “Defendant” means Centennial Bank.

2.18. “Defense Counsel” means Centennial’s counsel of record in the Litigation, Clark Partington.

2.19. “Final” with respect to the Judgment or to any award of Attorneys’ Fees and Expenses means that the time for appeal or writ review has expired or, if an appeal or petition for review is taken and dismissed or the Settlement (or award of Attorneys’ Fees and Expenses) is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not become Final.

2.20. “Final Approval” means the entry of the Judgment approving the Settlement after the Final Approval Hearing is conducted.

2.21. “Final Approval Hearing” means the hearing held by the Court to determine whether the terms of this Agreement are fair, reasonable, and adequate for the Settlement Class as a whole, whether the Settlement should be granted final approval, and whether the Judgment should be entered.

2.22. “Final Settlement Date” means the date on which the Judgment in this case 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, including petitions for rehearing, petitions for rehearing *en banc*, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Judgment.

2.23. “Judgment” means the final Order and Judgment to be entered by the Court pursuant to the Settlement and in substantially similar form as Exhibit D.

2.24. “Force-Placed” or “FPI” means the placement of hazard, windstorm, or flood, insurance pursuant to a mortgage loan agreement, home equity loan agreement, or home equity line of credit serviced by Centennial to cover a borrower’s failure to maintain the required insurance coverage on the real property securing the loan.

2.25. “FPI Loan” means any loan that was charged for Force-Placed insurance during the Class Period, as further defined in Section 3, and that did not receive a full refund with respect to all Force-Placed insurance charges incurred during the Class Period.

2.26. “Litigation” or “*Penton* Litigation” means the action originally captioned *Penton v. Centennial Bank et al*, Case No. 4:18-cv-00450-AW-MAF, pending in the United States District Court for the Northern District of Florida.

2.27. “FPI Policy” means a force-placed residential hazard, flood, or windstorm insurance certificate added to a master policy protecting collateral in Centennial’s loan portfolio and placed pursuant to a mortgage loan agreement, home equity loan agreement, home equity line of credit, or other secured loan serviced by Centennial to cover a borrower’s failure to maintain the required insurance coverage on the real property securing the loan. For the purposes of this definition, a mobile home is generally deemed real property if it was affixed to land pursuant to Centennial’s records and insured under a master policy insuring real property as opposed to vehicles.

2.28. “Mail Notice” means the “Notice” that is mailed by the Settlement Administrator to Settlement Class Members, in substantially the form attached as Exhibit A to

this Agreement and/or as ultimately approved by the Court. Mail Notice shall be mailed not less than ninety (90) days before the date set by the Court for the Final Approval Hearing.

2.29. “Named Plaintiff” or “Plaintiff” means Simeon Penton.

2.30. “Net Premium” means the amount of premium charged to a Settlement Class Member for an FPI Policy during the Class Period less any refund paid or credited to the Settlement Class Member.

2.31. “Notice and Administrative Costs” means the reasonable and authorized costs and expenses of mailing notice to Class Members, administering the Settlement including processing and payment of Claims, disseminating the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses associated with issuing notice pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§1711-1715, assisting Settlement Class Members, processing claims, escrowing funds and issuing and mailing Settlement Payments. Notice and Administrative Costs do not include costs associated with Class Counsel’s interactions with the Settlement Administrator.

2.32. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to object to the Settlement. The Objection Deadline shall be no later than thirty (30) days prior to the Final Approval Hearing or as the Court may otherwise direct.

2.33. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be filed in writing with the Settlement Administrator in order for a Settlement Class Member to be excluded from the

Settlement Class. The Opt-Out Deadline shall be no later than thirty (30) days prior to the Final Approval Hearing or as the Court may otherwise direct.

2.34. “Parties” means Named Plaintiff and Centennial in the Litigation.

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

2.36. “Preliminary Approval Application” means Named Plaintiff’s motion for the Court to preliminarily approve the Settlement and to enter the Preliminary Approval Order, including all exhibits and documents attached thereto. Named Plaintiff’s Preliminary Approval Application shall be filed on the date set by the Court’s order.

2.37. “Premium” means the amount charged to a borrower by Centennial for an FPI Policy.

2.38. “Refund” means the amount of money paid or credited to a borrower when an FPI Policy is cancelled.

2.39. “Release” or “Releases” means the releases of all Released Claims by the Releasing Persons against the Released Persons, as provided for in Section 10 of the Settlement Agreement.

2.40. “Released Claims” means all claims, actions, causes of action, lawsuits, debts, sums of money, payments, obligations, reckonings, promises, damages, penalties, attorneys’

fees and costs, liens, judgments, demands, and any other forms of liability released pursuant to Section 10 of the Settlement Agreement.

2.41. “Released Persons” means: Centennial and each of their respective past or present divisions, parents, subsidiaries, predecessors, investors, parent companies, acquired companies, and affiliated companies (which shall include any person or entity which controls, is controlled by, or is under common control with any such party), any direct or indirect subsidiary of any of Centennial and each of their respective past or present divisions, parents, subsidiaries, predecessors, investors, parent companies, acquired companies, and affiliated companies, and all of the officers, directors, employees, agents, brokers, distributors, representatives, insurers, reinsurers, and attorneys of all such entities.

2.42. “Releasing Persons” means Named Plaintiff, all Settlement Class Members who do not properly and timely opt out of the Settlement, and their respective family members, heirs, administrators, successors, and assigns.

2.43. “Request for Exclusion” means a written request from a Settlement Class Member that seeks to exclude the Settlement Class Member from the Settlement Class and that complies with all requirements of this Agreement and any Court-mandated orders or deadlines.

2.44. “Settlement” or “Stipulation of Settlement” means the settlement set forth in this Agreement.

2.45. “Settlement Class” or “Class” means all members of the class of borrowers in the Litigation that will be certified by the Court for settlement purposes as more fully described in Section 3 herein.

2.46. “Settlement Class Member” means any member of the Settlement Class.

2.47. “Settlement Website” means the Internet site created by the Settlement Administrator pursuant to this Agreement to provide information about the Settlement.

2.48. “Settling Parties” means, collectively, Centennial, Named Plaintiff, and all Releasing Persons.

3.1. CLASS DEFINITION, CLASS PERIOD AND CONDITIONS AND OBLIGATIONS RELATING TO THE EFFECTIVENESS OF THE SETTLEMENT

3.1. The “Settlement Class” shall be as follows:

The "Class" includes all borrowers who, during the prior October 1, 2013 through December 31, 2019 (the “Class Period”), were charged by Centennial or its affiliates, and not fully refunded, for hazard, windstorm, and/or flood insurance policy force-placed on real property located in the United States and its territories. For the purpose of this definition, mobile homes are real property when insured under a real-property master insurance policy, meaning that the mobile home was permanently affixed to the land. Excluded from the Class are Defendants, their affiliates, subsidiaries, agents, board members, directors, officers, and/or employees. Also excluded from the Class are:

(i) the Court, any justice, judge, or magistrate judge of the United States or any State, their spouses, and any immediate family members of the Court;

(ii) borrowers that have a pending case arising under Title 11 of the United States Code or that received a final judgment of discharge or confirmed plan after the date FPI was last placed in any case arising under Title 11;

(iii) borrowers that either (A) settled or released all claims after the date FPI was last placed, or (B) are subject to a final money or foreclosure judgment, with respect to each FPI loan on which they were borrowers; and,

(iv) all borrowers who file a timely and proper request to be excluded from the Class.

3.2 The “Settlement Class Period” or “Class Period” is October 1, 2013 through December 31, 2019.

3.3 This Settlement Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below.

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

3.4.1. Application for Preliminary Approval of Proposed Settlement, Class Certification, and Class Notice. After good faith consultation with counsel for Centennial, Class Counsel will present a Preliminary Approval Application to the Court. The Preliminary Approval Application shall include a Class Notice, in substantially similar form as Exhibit A, and a Preliminary Approval Order, in substantially similar form as Exhibit C. The Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order and shall request that the Court schedule a Final Approval Hearing no earlier than ninety (90) days after the service of the required notices under 28 U.S.C. § 1715.

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

3.4.3. Entry of Preliminary Approval Order. The Court shall enter a Preliminary Approval Order in substantially similar form as Exhibit C, that the Settlement satisfies Rule 23 and specifically Rule 23(e)(1), which shall, among other things:

- a. Certify, for purposes of settlement, the Settlement Class, approving the Named Plaintiff as Class Representative and appointing Class Counsel pursuant to Rule 23(g);

b. Preliminarily approve the Settlement as fair, reasonable and adequate;

c. Approve Analytics Consulting LLC as the Settlement Administrator and Order the issuance of Class Notice to the Settlement Class, and determine that such Notice complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;

d. Schedule a date and time for a Final Approval Hearing to determine whether the Preliminary Approval Order should be finally approved by the Court;

e. Require Settlement Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion by the Opt-Out Deadline, as directed in the Settlement Agreement and Class Notice, and advise that a failure to do so shall bind those Settlement Class Members who remain in the Settlement Class;

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

g. If any objections are timely filed, allow Counsel to respond to such objections in their Motion for Final Approval of the Settlement or responsive brief;

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

i. Authorize the Settling Parties to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

j. Issue related orders to effectuate the preliminary approval of the Settlement Agreement.

3.4.4. Issuance of Class Notice. Pursuant to the Preliminary Approval Order to be entered by the Court, the Settlement Administrator shall cause the Class Notice to be issued in accordance with Section 6 below.

3.4.5. Final Approval Hearing. In connection with the Preliminary Approval Application, the Settling Parties shall request that the Court schedule and conduct a hearing after dissemination of Class Notice, at which it will consider whether the Settlement is fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure. Specifically, Named Plaintiff, after good faith consultation with counsel for Centennial, shall request that, on or after the Final Approval Hearing, the Court: (i) enter the final Judgment, granting Final Approval of the Settlement and dismissing with prejudice this Litigation; and (ii) determine the legal fees and expenses that should be awarded to Class Counsel and award the fees and expenses of the Settlement Administrator as contemplated in the Settlement Agreement. Any application for Attorneys' Fees and Expenses shall be made at least forty-five (45) days prior to the Final Approval Hearing. The Settling Parties agree to support entry of final Judgment.

The Settling Parties will reasonably cooperate with one another in seeking entry of the final Judgment.

3.5. Condition No. 2: Finality of Judgment. The Court shall enter a final Judgment in substantially similar form as Exhibit D. The final Judgment shall, among other things:

a. Find that (1) the Court has personal jurisdiction over all Settlement Class Members; (2) the Court has subject matter jurisdiction over the claims asserted in this Litigation; and (3) venue is proper;

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

c. Finally certify the Settlement Class;

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

e. Enter final Judgment with respect to the claims of all Settlement Class Members and dismiss the claims of all Settlement Class Members and the Litigation with prejudice;

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

g. Permanently bar and enjoin Named Plaintiff and all Settlement Class Members who have not opted out of the settlement, from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims or the facts and circumstances relating thereto;

h. Permanently bar and enjoin Named Plaintiff and all Settlement Class members who have not opted out of the settlement from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto;

i. Find that, by operation of the entry of the Judgment, Named Plaintiff and all Settlement Class Members shall be deemed to have forever released, relinquished, and discharged the Released Persons from any and all Released Claims, including all claims arising out of, relating to, or in connection with the initiation, settlement, prosecution, or dismissal of the Litigation.

j. Authorize the Settling Parties to implement the terms of the Settlement Agreement;

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

l. Issue related orders to effectuate the Final Approval of the Settlement Agreement and its implementation.

4. SETTLEMENT CONSIDERATION, BENEFITS, AND OTHER RELIEF

4.1. In consideration for the Releases set forth in Section 10, Centennial will provide the following benefits.

4.2. Injunctive Relief: Subject to Paragraph 4.4 below, Centennial Bank will refrain for the next three (3) years from receiving any commission, directly or indirectly, for the force placement of any hazard, windstorm, and/or flood insurance policy placed on real property located in the United States and its territories pursuant to rights granted to Centennial Bank under a security agreement encumbering real property.

4.3 Conflict. Should any provision of Sections 4 conflict or be inconsistent with any existing or subsequently adopted state or federal statute, regulation, rule, order or regulatory directive, or any existing or subsequently adopted agency or investor rule or requirement, such statute, regulation, rule, order, regulatory directive or requirement shall control. In that event, the Stipulation of Settlement and any Final Judgment confirming the Stipulation of Settlement shall be deemed amended to conform to such statute, regulation, rule, order, requirement, or regulatory directive. Centennial shall not be liable for engaging in any practice or failing to engage in any practice during the three-year period for a prospective prohibitory relief where such conduct was authorized by state or federal statute, regulation, rule, order or regulatory directive or by any investor rule or requirement.

4.4. Settlement Monetary Consideration. Those Settlement Class Members who submit a timely, valid, and verified Claim Form by the Claim Deadline shall receive Claim Settlement Relief under the following terms and conditions. The total amount of Monetary Consideration shall not exceed \$730,000 (the “Maximum Payment”). The Maximum Payment represents the Parties’ best estimate of 100% participation in the Settlement after estimating the effect of the numbered exclusions to the Class Definition by loan sampling in discovery. The Parties agree that

Centennial shall pay no less than \$250,000 (the “Minimum Payment”) to Settlement Class Members that file valid claims or for the purposes identified in Paragraph 15.5 below.

4.4.1. Overview. Claim Settlement Relief is available to Settlement Class Members for FPI Loans. As reflected in the Claim Form, Claimants making Claims must identify each FPI Loan for which they seek Claim Settlement Relief, and for each such FPI Loan, separately represent and affirm that the Claimant (1) is not presently the Debtor in a pending bankruptcy case arising under Title 11 of the United States Code; (2) did not receive a final judgment of discharge affecting such FPI Loan after the last FPI certificate was charged on such FPI Loan; (3) did not waive, settle, or release all claims related to FPI (which occurs when all claims known or unknown are released) after the last FPI certificate was charged to such FPI Loan; and (4) is not subject to a final money judgment or final judgment of foreclosure with respect to such FPI Loan. The Administrator may also require additional information to assist in claims processing, including but not limited to (1) identity of the person making the claim, and if not the Claimant, authority to act on behalf of the Claimant; and (2) information specifically identifying the FPI Loans at issue in the Claim Form. Prospective Class Members will be mailed pre-filled Claim Forms identifying all known FPI Loans for such Class Member.

4.4.2. Payment to Claimants. For those Borrowers who submit a timely, valid, and verified Claim Form, Centennial shall pay to each such Settlement Class Member via check or electronic transfer an amount equal to 9% of the Net Premium charged to the Settlement Class Member during the Class Period for the FPI Loan(s) identified on the Claimant’s Claim Form.

4.4.3. Reduction if Claims Exceed Maximum Payment. If the aggregate value of all claims accepted by the Administrator, in accordance with the provisions of Section 7 below, exceeds the Maximum Payment, then the Administrator shall reduce the payment on all claims on a *pro rata* basis such that the total amount to be paid to the Settlement Class by Centennial will not exceed the Maximum Payment.

5. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS

5.1. All Notice and Administrative Costs by the Settlement Administrator will be paid by Centennial.

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

5.3. With the time required by the executed Settlement Agreement, Defendant shall search their books and records to determine the persons who are members of the proposed Settlement Class, and thereafter provide the following information to the Settlement Administrator and proposed Settlement Class Counsel: i) first and last names of all Settlement Class Members; ii) each Settlement Class Members' policy and premium information; iii) each Settlement Class Member's insurance policy number(s); iv) for each Settlement Class Member who currently maintains an account with Centennial, the Settlement Class Member's current mailing address on file under the terms of the applicable loan documents, as well as a current

email address if readily available; and v) for each Settlement Class member who no longer maintains an account with Centennial, the last-known addresses, including email if readily available, for those Settlement Class members as reflected in Centennial's books and records.

5.3.1 Centennial will provide to the Settlement Administrator information from its business records, which will include the Names, Mailing Addresses and/or Email Addresses to allow the Settlement Administrator to issue Notice to Settlement Class Members, as provided in this Settlement Agreement. Because the information Centennial will provide about Settlement Class Members to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, the Settlement Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that any information provided to it by Centennial will be used solely for the purpose of effecting this Settlement. Any such information provided to the Settlement Administrator will not be provided to Named Plaintiff or Class Counsel, except as permitted by Paragraph 7.4. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Settlement Agreement or by court order.

5.3.2. Centennial will provide to the Settlement Administrator information necessary to identify, verify and validate Class Members. No Settlement Class Member

shall have the right to seek confirmation from Centennial of the efforts and methods used, and results obtained, by Centennial's search of its books and records to produce the information regarding the Settlement Class.

5.4. W9 Forms. The Settlement Administrator shall complete and provide to Centennial any W9 forms necessary for Centennial to pay for the Notice and Administrative Costs and to otherwise implement this Settlement.

6. NOTICE TO THE CLASS

6.1. Email and Physical Mail Notice: Subject to the requirements of the Court's Preliminary Approval Order, Notice to those members of the Settlement Class for whom the electronic business records of Centennial reflect their names and a last known mailing or email address, shall be by means of separate first class mailings or email to those names and addresses. The Notices shall be sent not less than ninety (90) days before the date set by the Court for a Fairness Hearing regarding the settlement. The Mail and Email Notice of Class Action, Proposed Settlement, Fairness Hearing, Right to Appear, and Class Action Claim Form shall detail how those Class members so desiring may opt out or object to the settlement, and how members of the Class may make a claim for settlement relief as described in Section 4 above. The Mail and Email Notice shall include a Claim Form described in Section 7 of this Settlement Agreement, in the forms of Exhibits A and B, attached, (provided that the font size, folding, and other printing elements or presentation may be adjusted to accommodate a booklet format and for efficient envelope and postage considerations). The parties shall also make available a Spanish-language translation of the Notices and Claim Form, to be mailed to all Class Members should they request it. After posting of the Mail Notice by the Settlement Administrator with the United States Postal Service, for any Mail Notices returned as

undeliverable, the Settlement Administrator shall utilize the National Change of Address database (the “NCOA”) in an attempt to obtain better addresses for such returned Notices, and should the NCOA show a more current address, the Settlement Administrator shall post the returned Mail Notice to the more current address; *provided however*, if a determination is made in good faith by the Settlement Administrator that it is not possible to further update any particular Class Member’s address(es) in sufficient time to repost the Class Notice(s) at least twenty (20) days before the scheduled Fairness Hearing, then the Settlement Administrator need make no further efforts to provide further Mail Notice to such person(s). For any Email Notices for which the Settlement Administrator receives a response indicating that the email address is invalid or inactive, the Settlement Administrator will make reasonable efforts to locate a working email address similar to those detailed above regarding Mail Notice.

6.2 Internet Site: No later than the posting of the Mail Notice, the Settlement Administrator shall establish an Internet site which shall contain copies of relevant Court pleadings, the Stipulation of Settlement and Exhibits and the Mail Notice. The Internet site shall also contain a Class Action Claim Form which may be downloaded or printed from the Internet site and any additional instructions deemed reasonable and appropriate by the Administrator (e.g., a Frequently Asked Questions page). The Internet site shall have a Uniform Resource Locator which identifies the Internet site as the www.centennialbanksettlement.com_site. The Internet site shall remain open and accessible until ninety (90) days following the entry of the Judgment approving the Settlement. Class Members may upload and file their claim forms through the website.

6.3. Claim Form. As reflected in Exhibits A and B, for Settlement Class Members to submit a valid Claim, they must provide all of the following information and make the following

written affirmations on the Claim Form: (a) Claimant's current address, phone number, date of birth; (b) that Claimant is or was during the Class Period listed as an insured or additional named insured under an FPI Policy insuring improvements to the Claimant's real property; (c) that Claimant was charged by Centennial and paid a Net Premium for his or her FPI Policy; (d) that since the issuance of the FPI Policy, Claimant has not filed a Petition under Title 11 of the United States Code, and the Claimant's indebtedness on their residence secured by their deed of trust or mortgage has not been compromised or discharged in bankruptcy; and (e) that Claimant attests and affirms all of the foregoing information under the following declaration: "I declare (or certify, verify, or state) under penalty of perjury that the information provided by me on this Claim Form is true and correct." A separate affirmation must be submitted for each FPI Loan for which the Settlement Class Member seeks Claim Settlement Relief and must be signed by all insureds or named insureds on the FPI Loan, whether signed directly or under the authority provided below:

6.3.1. Claimant as Non-Owner of Insured Property. To the extent that the Claimant was not the owner of the real property insured by a Qualifying Certificate at the time such certificate was issued, Claimant must provide a statement that Claimant either (i) repaid Centennial for the FPI Loan(s) on the Claim Form; or (ii) is the borrower that owes all charges associated with the FPI Loan(s) on the Claim Form and that no other person has repaid Centennial for any FPI on such FPI Loan(s).

6.3.2. Authority to Represent on Behalf of a Claimant. To the extent that the Claimant is an entity or person incapable of filing a claim on their own or has delegated or assigned such authority, including but not limited to corporations, trusts, partnerships, or limited liability companies, successors in interest or other persons purporting to act on behalf

of a Claimant, such entities or persons must attest under penalty of perjury that they legally have the authority to act on behalf of such entity or person.

6.3.3. Intervening Legal Change of Name. To the extent that the Claimant has legally changed name, either individually or through corporate processes, Claimant must provide legal evidence of such name change with the submitted Claim Form(s).

6.3.4. Agreement to be Bound. To the extent that a Claimant submits a Claim and is determined to be a Settlement Class Member, such claimant waves any rights to assert that such Claimant was not a Settlement Class Member and agrees to be bound by all terms of the Agreement.

6.4. Time for Notice. For those Settlement Class Members for which Centennial's records reflect a last-known mailing address, the Mail Notice shall be mailed by first-class mail not less than ninety (90) days before the date set by the Court for a Final Approval Hearing regarding the Settlement.

7. **CLAIM FILING, REVIEW, AND APPROVAL PROCESS**

7.1. Claim Filing Process. Settlement Class Members shall be permitted to make a Claim for Claim Settlement Relief by mailing (either through posting with the United States Postal Service or through a private mail carrier, such as UPS or Federal Express, provided that proof of the mail date is reflected on the label of the mailing) or submitting to the Settlement Website a Claim Form providing the required information to the Settlement Administrator, on a date no later than the Claim Deadline. Settlement Class Members will be permitted to upload and file completed Claims Forms through the Settlement Website. Any Settlement Class Member who does not mail, or properly upload, a completed Claim Form by the Claim

Deadline shall be deemed to have waived any claim to Claim Settlement Relief and any such Claim Settlement Form will be rejected as untimely.

7.2. Claim Review Process. Following approval of the Settlement at the Final Approval Hearing, the Settlement Administrator shall confirm that each Claim Form submitted is in the form required, that each Claim Form includes the required information and affirmation, that each Claim Form was submitted in a timely fashion, and that the Claimant is a member of the Settlement Class. Full compliance with the requirements of Section 6 and the Claim Form shall be necessary for the submission of a valid Claim, and the absence of any of these requirements shall invalidate the proffered Claim. All such Claim criteria shall be strictly enforced. Any Claimant's failure to provide any of the required affirmations, information, or where appropriate, identity or authority confirmation on the Claim Form, shall result in the putative Claim being deemed invalid, and no Settling Defendant (or any other Defendant) shall have any further obligation to process or make any settlement payment or account credit on such invalid Claim. The Settlement Administrator shall not receive any incentive for denying claims.

7.2.1. To aid in the completion and processing of Claims, the Settlement Administrator shall establish a toll-free interactive voice response phone number with script recordings of information about this Settlement, including information about the Claim Form, utilizing the relevant portions of the language contained in the Notice and Claim Form. The phone number shall remain open and accessible through the last day for Settlement Class Members to submit a Claim. The Settlement Administrator shall also provide for an option to have prospective Class Members speak to the Settlement Administrator to respond to any Settlement-related inquiries.

7.3. Claim Payment. Upon confirmation by the Settlement Administrator that the Claim Form is valid, the Settlement Administrator shall make a determination as to the amount of the Claim in accordance with the Net Premium information appearing in Centennial's electronic records and the formula for providing the Claim Settlement Relief set forth in Paragraph 4.4 above.

7.3.1. Right to Audit. Centennial shall have the right to audit Claim Forms it believes were submitted in error. Centennial shall notify the Settlement Administrator as to any Claim it believes is fraudulent prior to the deadline for processing the Claim pursuant to Paragraphs 7.3.3 and 7.3.4 below, while also providing written notification of the inaccurate Claim to Class Counsel. Following Centennial's identification of such claims, the Settlement Administrator will review such claims to determine if such claim form that was challenged by Centennial shall be accepted or rejected.

7.3.1.1. Bankruptcy Exclusion. The Settlement Administrator shall reject the claim where Centennial provides evidence that the Claimant is the debtor in a case arising under Title 11 of the Bankruptcy Code, is subject to a final judgment of discharge, or is subject to a confirmed plan replacing all obligations with respect to the FPI Loan(s) included in the Claim Form. Such evidence should include the PACER docket information and the judgment discharging the debtor or confirming the debtor's plan, and an affirmation that such docket information is true and correct.

7.3.1.2. Settlement/Waiver/Release. The Settlement Administrator shall reject the claim where Centennial provides evidence that certificates under the FPI Loan were issued before the date of any settlement, release, or other express written waiver with respect to such claims. The Settlement Administrator shall modify the

claim to remove certificates issued before such settlement, waiver, or release, in the event that some certificates for such FPI Loan(s) were later issued. As a general statement, the Parties agree that documents releasing claims known or unknown arising under the note or mortgage, with any form of consideration including the extension of an obligation's maturity date, shall meet the terms of this exclusion. The evidence required by this exception includes the document(s) with operative language meeting the substance of this exception, signed by the borrower (or, if not the borrower, information sufficient to show the signer's authority to execute the document), along with an affirmation that the submitted information is true and correct.

7.3.1.3. Final Judgment. The Settlement Administrator shall reject the claim where Centennial provides evidence that the FPI Loan(s) was subject to a final money judgment or final judgment of foreclosure that established the amount of debt owed on the obligation. Such evidence should include the judgment at issue, although a certified copy is unnecessary if accompanied by an affirmation that the submitted information is true and correct and that the submitted judgment remains in force without having been reversed, withdrawn, or abrogated.

7.3.1.4. Opportunity to Review Disputes. Class Counsel shall have an opportunity to dispute the efficacy of evidence submitted by Centennial in advance of claim rejection. The Parties will convene in good faith to determine the legal implications of any FPI certificates issued after the date of discharge or confirmed plan.

7.3.2. Notification. Within ninety (90) days after the Final Settlement Date, the Settlement Administrator shall provide the Settling Parties with a list of all Settlement Class Members who filed a Claim, whether the Claim was rejected or accepted, and if rejected, the reason it was rejected, and if accepted, the amount to be paid such Settlement Class Members under this Agreement. The Parties will use their best efforts to amicably resolve any dispute about the processing of any Claim.

7.3.3. Payment Timeline and Deadline for Class Members to Negotiate Payment. The Settlement Administrator shall have one hundred eighty (180) days after the Final Settlement Date within which to process the Claims and remit the appropriate amounts by check to the Claimants whose claims were accepted after resolution of disputes. Any check that is remitted to such Claimants that is not negotiated within ninety (90) days after issuance shall be cancelled (the checks shall state “void after 90 days”), and Centennial shall not have any further obligation to continue efforts to distribute Claim Settlement Relief to such Claimant. The Settlement Administrator shall refund to Centennial all funds on deposit to fund checks that become “void after 90 days.” No interest shall be included as an element of, or be payable or paid on, any claimed amount.

7.3.5. Funding. Centennial shall fund all amounts required by the Settlement Administrator for distribution of Claim Settlement Relief to Claimants.

7.4. Information Available to Class Counsel. Class Counsel shall have the right to interact directly with the Settlement Administrator regarding the administration of this Settlement. Nothing in this Paragraph or this Settlement Agreement shall authorize the Settlement

Administrator to disclose to Class Counsel any confidential information, non-public personal information, and other information protected by privacy laws.

7.5 The decision of the District Court, be it Judge Windsor or any other district or magistrate judge who may hear the matter, with respect to objections to the Claims Administrator's claim determinations shall be final and binding on Settlement Class Members, and there shall be no appeal to any court including the U.S. Court of Appeals for the 11th Circuit, such right of appeal having been knowingly and intentionally waived by each Settlement Class Member.

8. **COVENANTS**

The Settling Parties covenant and agree as follows:

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

8.2. Cooperation. The Settling Parties agree to cooperate reasonably and in good faith with the goal of obtaining entry of a final Judgment as quickly as is reasonably practicable and expeditiously reaching agreement on the matters requiring mutual agreement as set forth in this Settlement Agreement, including, but not limited to, the expeditious agreement to the terms of all

class notice documents and settlement administration protocols, and the preparation and execution of all other reasonable documents necessary to achieve Final Approval of the Settlement by the Court.

9. **REPRESENTATIONS AND WARRANTIES**

9.1. Representations and Warranties.

9.1.1. Named Plaintiff represents and warrants that he is the sole and exclusive owner of all Released Claims and that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Persons, and further covenant that they will not assign or otherwise transfer any interest in any of Named Plaintiff's Released Claims.

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

9.2. The Settling Parties' Representations and Warranties. The Settling Parties, and each of them on his, her, or its own behalf only, represent and warrant:

9.2.1. That they are voluntarily entering into the Settlement Agreement as a result of arm's-length negotiations among their counsel, that in executing the Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements, or omissions pertaining to any of the foregoing

matters by any Party or by any person representing any party to the Settlement Agreement.

Each of the Settling Parties assumes the risk of mistake as to facts or law.

10. RELEASES

10.1. Released Claims of Settlement Class. Upon the Final Settlement Date, each member of the Settlement Class, other than the Named Plaintiff, shall, by operation of the Final Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Persons from any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, promises, damages, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have on or before the Final Settlement Date or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been sought or alleged in the Litigation or that relate, concern, arise from, or pertain in any way to the Released Persons' conduct, policies, or practices concerning FPI Policies placed or charged by Centennial during the Class Period.

10.1.1. The Release in Paragraph 10.1 shall include claims related to charges for Centennial's placement of FPI Policies during the Class Period; Centennial's insurance requirements; the relationship, whether contractual or otherwise, between Centennial and other entities and agents regarding FPI, including, but not limited to, the procuring, underwriting, placement, insurance tracking, or costs of FPI Policies; the coverage amount, duration, issue date, alleged "backdating," or alleged excessiveness

of any FPI Policies placed or charged by Centennial; the payment or receipt of commissions, expense reimbursements, alleged “kickbacks,” or any other compensation under any FPI Policies placed or charged by Centennial; any alleged “tying” arrangement involving Centennial and FPI; any alleged breach of fiduciary duty by Centennial concerning FPI Policies; any alleged tortious interference by Centennial with mortgage contracts serviced by Centennial; the disclosure or non-disclosure of any payment, expenses, fees, charges, or feature pertaining to or under any FPI Policies placed or charged by Centennial; the receipt or non-disclosure of any benefit under any FPI Policies placed or charged by Centennial; the content, manner, or accuracy of any communications regarding the placement of any FPI Policies by Centennial; and to the regulatory approval or non-approval of any FPI Policy, or the premium thereon, placed or charged by Centennial.

10.1.2. The Release in Paragraph 10.1 shall not cover claims arising after the Final Settlement Date, or claims for benefits made under any FPI Policy placed or charged by Centennial. Nothing in Paragraph 10.1 shall be deemed a release of any Settlement Class Member’s respective rights and obligations under this Agreement.

10.1.3. Except to the extent that any such obligation is being released pursuant to Paragraph 10.1, this Settlement Agreement shall not release Centennial from any existing obligation to any Settlement Class Member, other than Named Plaintiff, under any loan, note, mortgage, or deed of trust. This provision is not meant to and does not limit the Release in Paragraph 10.1.

10.1.4. Any Claimant that receives a payment is deemed to be a Settlement Class Member for the purpose of the Release in Paragraph 10.1 and shall be deemed to have

waived any future right to assert that such Claimant was not a Settlement Class Member under the Class Definition.

10.2. Released Claims of Named Plaintiff. Upon the Final Settlement Date, Named Plaintiff, on behalf of himself, his family members, heirs, guardians, assigns, executors, administrators, predecessors, and successors, hereby release and discharge the Released Persons from any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever that the Named Plaintiff may have on or before the Final Settlement Date or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source. In agreeing to this Release, Named Plaintiff explicitly acknowledge that unknown losses or claims could possibly exist and that any present losses may have been underestimated in amount or severity.

10.2.1. The Release in Paragraph 10.2 shall include, but not be limited to, all claims related to charges for Centennial's placement of the FPI Policies; Centennial's insurance requirements; the relationship, whether contractual or otherwise, between Centennial regarding FPI, including, but not limited to, the procuring, underwriting, placement, insurance tracking, or costs of FPI Policies; the coverage amount, duration, issue date, alleged "backdating," or alleged excessiveness of any FPI Policies placed or charged by Centennial; payment or receipt of commissions, expense reimbursements, alleged "kickbacks," or any other compensation under any FPI Policies placed or

charged by Centennial; any alleged “tying” arrangement involving Centennial and FPI; any alleged breach of fiduciary duty by Centennial concerning FPI Policies; the disclosure or non-disclosure of any payment, expenses, fees, charges, or feature pertaining to or under any FPI Policies placed or charged by Centennial; the receipt or non-disclosure of any benefit under any FPI Policy placed or charged by Centennial; the content, manner, or accuracy of any communications regarding the placement of any FPI Policy by Centennial; and the regulatory approval or non-approval of any FPI Policy, or the premium thereon, placed or charged by Centennial during the Class Period.

10.2.2. This Release in Paragraph 10.2 shall not cover claims arising after the Final Settlement Date or claims for benefits made under any FPI Policy placed or charged by Centennial. Nothing in Paragraph 10.2 shall be deemed a release of Named Plaintiff’s respective rights and obligations under this Agreement.

10.2.3. The Named Plaintiff and Class Counsel further represent that there are no outstanding liens or claims against the Litigation, it being recognized that the Named Plaintiff will solely be charged with the responsibility to satisfy any other liens or claims asserted in the Litigation.

10.3. Without in any way limiting their scope, these Releases cover by example and without limitation, any and all claims for attorneys’ fees, costs, expert fees, or consultant fees, interest, or litigation fees, or any other fees, costs, and/or disbursements incurred by Centennial, Centennial’s Counsel, Class Counsel, the Named Plaintiff, or any Settlement Class Members in connection with or related in any manner to the Litigation, the settlement of the

Litigation, the administration of such Settlement, and/or the Released Claims, except to the extent otherwise specified in the Settlement Agreement.

10.4. For the purposes of Paragraphs 10.1 through 10.3, and all of their respective subparagraphs, the definition of Centennial shall be deemed to include its parent company and its affiliates, regardless of the identity of the named insured on any master Policy.

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

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

To the extent that anyone might argue that these principles of law are applicable – notwithstanding that the Settling Parties have chosen Florida law to govern this Settlement Agreement – the Named Plaintiff hereby agree, and each Settlement Class Member will be deemed to agree, that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished, and released. The Named Plaintiff recognize, and each Settlement Class Member will be deemed to recognize, that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the final Judgment, they fully, finally, and forever settle and release any and all claims covered by these Releases. The Settling

Parties acknowledge that the foregoing Releases were bargained for and are a material element of the Agreement.

10.6. This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements in Section 11 of this Settlement Agreement.

10.7. Released Claims of Centennial. Upon the Final Settlement Date, Centennial, on behalf of itself, its officers, directors, assigns, executors, administrators, predecessors, and successors, hereby release and discharge Named Plaintiff and Class Counsel from any and all claims, damages, demands, debts, actions, and liabilities of every kind or nature whatsoever arising directly or indirectly out of or relating in any way to the institution, prosecution, or settlement of this Litigation. The release provided for herein shall be valid and effective whether the claims, causes of action, or liability hereby released (i) are known or unknown, suspected or unsuspected, (ii) are based in contract, tort, statute, or otherwise (including strict liability), or (iii) arise at law or in equity.

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

10.9. Upon issuance of the final Judgment: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly

requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Persons shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s); (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

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

11. OPT-OUT RIGHTS

11.1. A Settlement Class Member who wishes to opt out of the Settlement Class must do so in writing. In order to opt out, a Settlement Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice and on the Settlement Website for this Settlement, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for

Exclusion must: (a) identify the case name; (b) identify the name and address of the Settlement Class Member; (c) be personally signed by the Settlement Class Member requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed Settlement Class in the Class Action.” Mass or class opt outs shall not be allowed.

11.1.1. Any Settlement Class Member who does not opt out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class, and shall be bound by all subsequent proceedings, orders, and judgments.

11.1.2. A Settlement Class Member who desires to opt out must take timely affirmative written action pursuant to this Section (Section 11), even if the Settlement Class Member desiring to opt out of the Class (a) files or has filed a separate action against any of the Released Persons, or (b) is, or becomes, a putative or actual class member in any other class action filed against any of the Released Persons.

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

11.3. The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests For Exclusion within seven (7) business days after the Opt-Out Deadline.

11.4. If the number of Settlement Class Members who properly and timely exercise their right to opt out of the Settlement Class exceeds [REDACTED], the Settling Parties

stipulate and agree that Centennial shall have the right to terminate this Agreement without penalty or sanction.

11.4.1. The Parties further agree to submit in motion practice a version of this Agreement that is partially redacted to exclude the calculation herein (beginning after “opt out of the Settlement Class” and ending with the next comma), and to submit the complete, unredacted agreement to the Court if authority is granted to file the unredacted provision under seal. The Parties further agree that the Court’s decision whether to permit filing under seal shall not affect the enforceability of this Agreement.

11.5. Except for those Settlement Class Members who timely and properly file a Request for Exclusion in accordance with Section 11, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Final Settlement Date, will be bound by its terms, regardless of whether they receive any monetary relief or any other relief

12. **OBJECTIONS**

12.1. Overview. Any potential Settlement Class Member who does not opt out of the Settlement may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

12.2. Process. Any potential Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court, and mailed (with the requisite postmark) to Class Counsel and Defense Counsel (at the addresses identified in Section 19), no later than the Objection Deadline. Any Settlement Class

Member who objects and submits an Opt-Out will be deemed to have opted-out of the Settlement. Class Members who Opt-Out no longer have standing to object to the settlement.

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

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

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

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

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

13. SETTLEMENT APPROVAL

13.1. Within fourteen (14) days of this Agreement's date, Named Plaintiff shall apply to the Court for entry of the proposed Preliminary Approval Order and setting of a Final Approval Hearing.

13.2. Not later than fifteen (15) days before the Final Approval Hearing, the Settlement Administrator will provide Centennial's Counsel with an affidavit or declaration by a competent affiant or declarant, attesting that the Class Notice has been disseminated in accordance with the Preliminary Approval Order and identifying the number of Requests for Exclusion to the Settlement. Not later than ten (10) days before the Final Approval Hearing, Defense Counsel shall file the affidavit or declaration with the Court prior to the Final Approval Hearing.

13.3. Named Plaintiff shall move for and brief the issue of Final Approval of the Settlement in accordance with the Preliminary Approval Order or such other or further order of the Court.

13.4. At the Final Approval Hearing, Named Plaintiff shall move for entry of the proposed Judgment and present arguments in support thereof.

13.5. Promptly after the Final Settlement Date, Settlement Class Members shall dismiss with prejudice all claims, actions, or proceedings that have been brought by or involve any Settlement Class Member in any other jurisdiction and that are released pursuant to this Settlement Agreement.

14. **CERTIFICATION OF NATIONWIDE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES**

14.1. After the Preliminary Approval Order is entered, Named Plaintiff shall move for Final Approval of the Settlement and entry of final Judgment, and shall request that the preliminary certification of the nationwide Settlement Class for settlement purposes be made final.

14.2. If the Settlement is not granted final approval, or this Agreement is otherwise terminated or rendered null and void, the certification of the above-described nationwide Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this or any other action can be or have been satisfied; in such circumstances, Centennial reserve and shall have all rights to challenge certification of a nationwide Settlement Class or any other Class for trial purposes in the Litigation, or in any other action, on all available grounds as if no nationwide Settlement Class had been certified.

15. **ATTORNEYS' FEES AND EXPENSES**

15.1. Subject to the approval of the Court, Centennial agrees to pay up to \$182,500 in attorneys' fees and \$40,000 in litigation expenses, totaling \$222,500 in fees and expenses.

15.2. Class Counsel agree to not to seek an amount of Attorneys' Fees and Expenses in excess of \$222,500. Class Counsel agree that the amounts of such costs and fees awarded shall compensate them for all legal work in the Litigation up to and including the date of the

Final Judgment, including any appeal of the Judgment, as well as for all legal work and costs that may be incurred in the Action after the date of the Final Judgment. Centennial will be under no obligation to pay any award of Attorneys' Fees and Expenses in excess of \$222,500 and Centennial shall pay the Attorneys' Fees and Expenses ordered by the Court in the final Judgment in the Litigation within thirty (30) days after the Final Settlement Date.

15.3. Within thirty (30) days after the entry of the Final Judgment, Centennial shall deposit the amount of Attorneys' Fees and Expenses awarded by the Court in an interest bearing account of Centennial' choosing. The Attorneys' Fees and Expenses, along with any interest earned, shall be disbursed to Scott+Scott's Firm Trust Account within ten (10) business days after the Final Settlement Date. If for any reason the final Judgment does not become Final within the meaning of Paragraph 2 (*i.e.*, the Final Settlement Date does not occur), all money in the interest-bearing account, including the interest accumulated, shall be returned to Centennial within five (5) days after the occurrence of the condition or event that prevents the final Judgment from becoming Final.

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

15.5 Qualified Claims Below Minimum Payment. If the total compensable value of the Qualified Claims, as determined by the Settlement Administrator, submitted during the Claims Period is less than the Minimum Payment (\$250,000) based on the above-referenced 9% Payment Rate, the difference between the total compensable value of the Qualified Claims and the Minimum Payment will be applied to the in the following order: (1) the notice and administration costs (up to total amount of such costs) in accordance with the schedule set forth above; (2) the reimbursement of expenses to Class Counsel as set forth above; and (3) the award of attorneys' fees and costs to Settlement Class Co-Counsel as set forth above.

16. CONFIDENTIALITY; COMMUNICATIONS TO MEDIA AND PUBLIC

16.1. The Settling Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any party until the Settlement Agreement is filed in connection with Named Plaintiff's Preliminary Approval Application.

16.2. The Settling Parties agree further that through the later of (1) the last date on which the Administrator remits checks to Claimants under sub-Paragraph 7.3.5 above; or (2) the date the Judgment becomes Final, they shall not publish a press release or a release on the Internet concerning the Settlement without the prior written review and approval of all other Settling Parties, which approval shall not be unreasonably withheld or delayed.

16.3. The Settling Parties agree that through the later of (1) the last date on which the Administrator remits checks to Claimants under sub-Paragraph 7.3.5 above; or (2) the date the Judgment becomes Final, if any print or electronic media outlet contacts any party or its counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed upon by all Settling Parties, no information will be provided in response to such inquiries except to the extent such information appears as part of the public record.

17. TERMINATION AND EFFECT THEREOF

17.1. This Agreement shall be terminable by any Party if any of the conditions of Section 3, Paragraph 11.4, are not fully satisfied, unless they are waived in writing signed by authorized representatives of the Settling Parties.

17.2. This Agreement shall also terminate at the discretion of any Settling Party if: (1) the Court, or any appellate court(s), rejects, materially modifies, or denies approval of any portion of this Agreement or the proposed Settlement that is material, including without limitation, the terms of relief, the findings or conclusions of the Court, the provisions relating to Class Notice, the definition of the Settlement Class, and/or the terms of the Releases; (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, or restricts, or expands, any portion of the final Judgment, or any of the District Court's findings of fact or conclusions of law, that is material; or (3) if all of the conditions required to be met before the Final Settlement Date do not occur.

17.2.1 A material modification will be deemed not to have occurred if the Parties agree to any modification on the record at any hearing related to this Agreement or as to matters in which this Agreement expressly authorizes court discretion (e.g., sub-subparagraph 11.4.1).

17.3. If this Agreement is terminated as provided herein, either automatically or by a Party, the Settlement shall be null and void from its inception and the Settling Parties will be restored to their respective positions in the Litigation as of the date of Preliminary Approval. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to the Settling Parties and will not be used in the Litigation, or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

18. **MISCELLANEOUS PROVISIONS**

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

18.2. The Settling Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties agree that the consideration provided to the Settlement Class and the other terms of the Settlement were negotiated in good faith and at arm's length by the Settling Parties, and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel. The amounts paid are to compromise the claimants' claims for damages and the amounts paid represent the claimants' compensation for such alleged damages.

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

18.4. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information will survive this Agreement.

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

18.6. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

18.7. This Agreement and the Exhibits attached hereto constitute the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized herein. Except as otherwise provided herein, the Settling Parties will bear their own respective costs.

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

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

18.10. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

18.11. The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

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

18.13. The Settling Parties stipulate to stay all proceedings in the Litigation until the approval of this Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve final judicial approval of this Agreement.

18.14. Except as agreed by the Parties in writing, within ninety (90) days after the Final Settlement Date, Class Counsel shall destroy all electronically stored information, testimony, or other information produced by Centennial in the Litigation, including the mediation for the Litigation, and shall so certify in writing.

18.15. The Settlement shall be governed by the laws of the State of Florida, except to the extent that the law of the United States governs any matters set forth herein, in which case such federal law shall govern.

18.16. The following principles of interpretation apply to the Agreement: (a) the plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be; (b) references to a person are also to the person's successor-in-interest; and (c) whenever the words "include," "includes," or "including" are used in the

Agreement, they shall not be limiting, but rather shall be deemed to be followed by the words “without limitation.”

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

19. NOTICES

19.1. All notices (other than the Class Notice) required by the Agreement shall be made in writing and communicated by mail to the following addresses:

All notices to Class Counsel shall be sent to Class Counsel, c/o:

JOSEPH P GUGLIELMO
SCOTT + SCOTT ATTORNEYS AT LAW LLP
230 PARK AVENUE
17TH FLOOR
NEW YORK, NY 10169
212-223-6444
Email: jguglielmo@scott-scott.com

Counsel for Named Plaintiff and Class

All notices to Defense Counsel shall be sent to Defense Counsel, c/o:

KEITH L BELL, JR
CLARK PARTINGTON
215 S MONROE STREET
SUITE 530
TALLAHASSEE, FL 32301
850-320-6838
Email: kbell@clarkpartington.com

Counsel for Centennial

19.2. The notice recipients and addresses designated above may be changed by written agreement of the Settling Parties, which shall not be unreasonably withheld or delayed. Any Settling Party changing designated notice information (a “Changed Address Party”), shall promptly file such notice on the Court’s docket and promptly advise the Administrator for the

purpose of updating applicable information on the Settlement Website and any relevant forms. To the extent that any third party providing notice uses outdated noticing information, the other Settling Party receiving notice shall employ reasonable efforts to forward such notice to the Changed Address Party.

19.3. Upon the request of any of the Settling Parties, the Settling Parties agree to promptly provide each other with copies of objections, Requests for Exclusion, or other similar documents received from Settlement Class Members in response to the Class Notice.

Dated: January 31, 2022

FOR THE PLAINTIFF AND PROSPECTIVE CLASS:



Simeon Penton



JOSEPH P GUGLIELMO
SCOTT + SCOTT ATTORNEYS AT LAW LLP
230 PARK AVENUE
17TH FLOOR
NEW YORK, NY 10169
212-223-6444
Email: jguglielmo@scott-scott.com

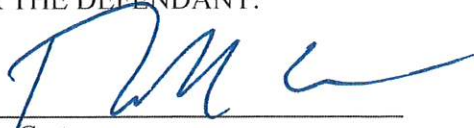
ROBERT C. GILBERT, ESQ.
KOPELOWITZ OSTROW FERGUSON WEISELBERG GILBERT
2800 Ponce de Leon Boulevard
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305-384-7270
Email: gilbert@kolawyers.com

GREG L. DAVIS
LAW OFFICE OF GREG L. DAVIS LLC
7031 Halcyon Park Drive
Montgomery, AL 36117
334-832-9080
Email: gldavis@gregdavislaw.com

Counsel for Simeon Penton and the Class

Dated: January 28, 2022

FOR THE DEFENDANT:



Davy Carter
On behalf of Centennial Bank



KEITH L BELL, JR.
CLARK PARTINGTON
215 S MONROE STREET
SUITE 530
TALLAHASSEE, FL 32301
850-320-6838
Email: kbell@clarkpartington.com

Counsel for Centennial Bank

Exhibit A

Class Settlement Agreement
Penton v. Centennial Bank

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

If you were charged by Centennial Bank, or its affiliates, at any time between October 1, 2013 through December 31, 2019 and not fully refunded, for hazard, windstorm, and/or flood insurance policy force-placed on real property located in the United States and its territories, you could get a payment from a class action settlement.

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

Your legal rights are affected whether you act or don't act. Read this notice carefully.

- A Settlement has been proposed to resolve litigation against Defendant Centennial Bank (“Centennial” or “Defendant”) brought by a putative class of individuals who were charged by Centennial, or its affiliates, and not fully refunded, for hazard, windstorm, and/or flood insurance policy force-placed (“FPI”) on real property located in the United States and its territories.
- The lawsuit *Penton v. Centennial Bank et al*, Case No. 4:18-cv-00450-AW-MAF (N.D. Fl.) asserts claims on behalf of a class of individuals related charges for force-placed insurance on real property located in the United States and its territories. These claims include breach of contract, breach of covenant of good faith and fair dealing, and unjust enrichment. Centennial denies these allegations, any wrongdoing, and that it is liable in any amount to the affected individuals.
- Under the Settlement, Centennial has agreed to pay up to \$730,000 in Settlement Class Relief into a fund which will be used to pay who all Settlement Class Members who submit timely, valid, and verified Claim Forms. In addition to this amount, Centennial has agreed to pay Court-approved reasonable Plaintiffs’ Attorneys’ Fees and Expenses, and the Settlement Administrator’s costs and expenses.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY DATE	If eligible, you will receive a cash payment. This is the only way to get compensation from the Settlement.
EXCLUDE YOURSELF BY DATE	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Centennial for the same claims. This is the only option that leaves you the right to file your own lawsuit against Centennial and/or the Released Persons (defined in the Settlement Agreement) for the claims that are being resolved by the Settlement. In order to be effective, a request to be excluded from the Settlement must include all information required by the Settlement.
OBJECT BY DATE	You can remain in the Settlement Class and file an objection telling the Court why you do not like the Settlement. If your objections are overruled, you will be bound by the Settlement.
DO NOTHING	If you do nothing, you will not receive any cash payment. If you do nothing, you will also forfeit your right to sue or bring any claim against Centennial and/or the Released Persons related to the charges for force-placed insurance.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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3. Why is this a class action?
4. Why is there a settlement?

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BASIC INFORMATION

1. Why did I get this notice?

You received this notice because Centennial’s records indicate that you may be a member of the Settlement Class defined below, that were charged by Centennial or its affiliates, and not fully refunded, for hazard, windstorm, and/or flood insurance policy force-placed on real property located in the United States and its territories. The Court authorized this notice because you have a right to know about your rights under a proposed class action settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the cash payments that the Settlement allows.

This package explains the lawsuits, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the litigation is the United States District Court for the Northern District of Florida, and is one case at issue — *Penton v. Centennial Bank et al*, Case No. 4:18-cv-00450-AW-MAF (N.D. Fl.) The individuals who sued are called “Plaintiffs,” and the company they sued, Centennial Bank, is the “Defendant.”

2. What is this lawsuit about?

The lawsuit, *Penton v. Centennial Bank et al*, Case No. 4:18-cv-00450-AW-MAF (N.D. Fl.) are related to charges for force-placed insurance on real property located in the United States and its territories. These claims include breach of contract and breach of covenant of good faith and fair dealing. Centennial denies these allegations, any wrongdoing, and that it is liable in any amount to the affected individuals. The Plaintiffs seek to recover damages incurred by as a result of these charges. Centennial denies the allegations and any wrongdoing, and that it is liable in any amount to the affected individuals. The Court has not decided whether Centennial has any legal liability.

3. Why is this a class action?

In a class action, one or more persons called “Named Plaintiffs” sue on behalf of themselves and other persons with similar claims. All of these entities together are the “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Centennial. Instead, both sides agreed to the Settlement. The Settlement is not an admission that Centennial did something wrong, but rather a compromise to end the lawsuit. By agreeing to settle, both sides avoid the costs, risks, and uncertainties of a trial and related appeals, while providing benefits to members of the Settlement Class. The Named Plaintiff and Class Counsel think the Settlement is best for all class members.

WHO IS PART OF THE SETTLEMENT

5. How do I know if I am part of the settlement?

The Settlement Class includes borrowers who, during the period October 1, 2013 through December 31, 2019 (the “Class Period”), were charged by Centennial or its affiliates, and not fully refunded, for hazard, windstorm, and/or flood insurance policy force-placed on real property located in the United States and its territories. For the purpose of this settlement, mobile homes are real property when insured under a real-property master insurance policy, meaning that the mobile home was permanently affixed to the land.

Specifically *excluded* from the Settlement Class are:

- Defendants, their affiliates, subsidiaries, agents, board members, directors, officers, and/or employees;
- the Court, any justice, judge, or magistrate judge of the United States or any State, their spouses, and any immediate family members of the Court;
- borrowers that have a pending case arising under Title 11 of the United States Code or that received a final judgment of discharge, or confirmed plan after the date FPI was last placed, in any case arising under Title 11;
- borrowers that either (a) settled or released all claims after the date FPI was last placed, or (b) are subject to a final money or foreclosure judgment, with respect to each FPI loan on which they were borrowers; and,
- all borrowers who file a timely and proper request to be excluded from the Class.

6. Are there exceptions to being included?

If you exclude yourself from the Settlement, you are no longer part of the Settlement Class and will no longer be eligible to receive any of the Settlement benefits. This process of excluding yourself is also referred to as “opting out” of the Settlement.

7. I am still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can visit www.centennialbanksettlement.com for more information. Or you can fill out and return the Claim Form described in [Question 10](#) to see if you qualify.

THE SETTLEMENT BENEFITS

8. What does the settlement provide?

Under the Settlement, Centennial has agreed to pay up to \$730,000 (the “Maximum Payment”) in Settlement Class Relief that will be used to pay all distributions Settlement Class Members who submit timely, valid, and verified Claim Forms (“Qualified Claims”). In addition to this amount, Centennial has agreed to pay Court-approved reasonable Plaintiffs’ Attorneys’ Fees and Expenses, and Settlement Administrator’s costs and expenses.

If the total value of the Qualified Claims, as determined by the Settlement Administrator, submitted during the Claims Period is less than \$250,000 (the “Minimum Payment”), any amount below the Minimum Payment will be applied in the following order: (1) the notice and administration costs (up to total amount of such costs); (2) the reimbursement of expenses to Class Counsel; and (3) the award of attorneys’ fees and costs to Settlement Class Co-Counsel.

9. How much will my payment be?

For those Borrowers who submit a timely, valid, and verified Claim Form, Centennial shall pay to each such Settlement Class Member via check or electronic transfer an amount equal to 9% of the Net Premium charged to the Settlement Class Member during the Class Period for each FPI Loan identified on the Claimant’s Claim Form. In the event that the compensable amount of all Qualified Claims exceeds the Maximum Payment, each class member’s payment shall be reduced *pro rata* so that the Claim payments do not exceed the Maximum Payment.

“Net Premium” means the amount of premium charged to a Settlement Class Member for an FPI Policy during the Class Period less any refund paid or credited to the Settlement Class Member.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

10. How can I get a payment?

To qualify for a payment from the Settlement, you must complete and submit a valid Claim Form, which is included with this Notice. The Claim Form that is included with this Notice will have pre-filled information for all of the Loans

from Centennial's records that are potentially compensable under this Settlement, and each Loan requires a separate signature confirming that none of the exclusions from settlement apply to such Loan(s). You may also get an unfilled generic Claim Form on the internet at www.centennialbanksettlement.com. All Settlement Class Members who wish to receive compensation must complete and submit a Claim Form and follow its instructions, including submitting supporting documentation as needed.

To properly complete and timely submit a Claim Form, you should read the instructions carefully, include all information required by the Claim Form, sign it, and either submit the signed Claim Form electronically through www.centennialbanksettlement.com by [DATE] or mail it to the Settlement Administrator postmarked no later than [DATE] at the following address:

Penton v. Centennial Bank
c/o Analytics Consulting, LLC
PO Box 2003
Chanhassen, MN 55317-2003

The Settlement Administrator will review your claim to determine its validity and the amount of your payment.

11. When would I get my payment?

The Court will hold a hearing on [REDACTED] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them takes time, perhaps years. Payments to Settlement Class Members will be made after the Settlement is finally approved and any appeals or other related proceedings have been completed as set forth in the Settlement Agreement. You may visit www.centennialbanksettlement.com for updates on the progress of the Settlement. Please be patient.

12. What am I giving up to get a payment or remain in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue, or be part of any other lawsuit against, Centennial or the Released Persons (as defined in the Settlement Agreement) relating to the claims made in the litigation relating to forced-placed insurance. The specific claims you are giving up against Centennial and the Released Persons are described in the Settlement Agreement. The terms of the release are described in Section 10 of the Settlement Agreement. Please read it carefully. The Settlement Agreement is available at www.centennialbanksettlement.com.

If you have any questions, you can talk to the attorneys at the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

If you want to keep your rights to sue or continue to sue Centennial based on claims this Settlement resolves, you must take steps to exclude yourself from the Settlement Class (see Questions 13-15).

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How can I opt out of the settlement?

To exclude yourself from the Settlement, or "opt out," you must send a letter by U.S. Mail that includes the information in the bullet points below to the Settlement Administrator. If you fail to include this information, the notice of exclusion will be ineffective and you will be bound by the Settlement, including all releases.

- The name of this lawsuit, *Penton v. Centennial Bank et al*, Case No. 4:18-cv-00450-AW-MAF (N.D. FL.)
- Your full name and address, including any name or address associated with the FPI policy included within the Settlement Class; and,
- The words "Request for Exclusion" at the top of the document or a statement in the body of the document requesting exclusion from the Settlement such as "I hereby request that I be excluded from the proposed Settlement Class in the Class Action."

The request for exclusion must be personally signed by the Settlement Class Member requesting exclusion or a party with authority to act on their behalf.

You must mail via first class postage prepaid United States mail the completed above-described letter, postmarked no later than [REDACTED], 2022, to the following address:

Penton v. Centennial Bank Requests for Exclusion
c/o Analytics Consulting, LLC
PO Box 2003
Chanhausen, MN 55317-2003

If you ask to be excluded, you will not get any payment as part of this Settlement, and you cannot object to this Settlement. You will not be legally bound by anything that happens in the Settlement and related proceedings. You may be able to sue (or continue to sue) Centennial in the future. If you object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself and any objection will be disregarded.

14. If I don't opt out, can I sue Centennial for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Centennial and the Released Persons (as defined in the Settlement Agreement) for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is [REDACTED], 2022.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a Claim Form asking for a payment.

THE LAWYERS AND INDIVIDUALS REPRESENTING YOU

16. Do I have a lawyer in the case?

Yes. The Court appointed to represent you and other members of the Settlement Class the following law firms: (i) Scott+Scott Attorneys at Law LLP, in New York, New York; (ii) Law Office of Greg Davis, LLP in Montgomery, Alabama; and (iii) Kopelowitz Ostrow Ferguson Weiselberg Gilbert in Coral Gables, Florida. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers and individuals representing the class be paid?

Class Counsel initiated the lawsuits and prosecuted the litigation on behalf of the Plaintiffs and Settlement Class Members. Class Counsel worked on a contingent basis, which means that they would receive a fee only if the lawsuits were successful. None of the lawyers has yet received any payment for their time or expenses. If approved by the Court, the Centennial will pay Class Counsel's reasonable attorneys' fees and expenses, and notice and settlement administration costs. Class Counsel intend to ask the Court to approve an award of Attorneys' Fees and Expenses of up to \$222,500.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel at the Final Approval Hearing scheduled for [REDACTED], 2022. Class Counsel will file an application for fees and expenses no later than [100 days after the entry of the Preliminary Approval Order, and 14 days before the Opt-out and Objection Deadline]. The application will be available on the Settlement Website (www.centennialbanksettlement.com) or you can request a copy by contacting the Settlement Administrator (*see Question 23*).

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you both object to the Settlement and seek to exclude yourself, you will be deemed to have excluded yourself and your objection will be deemed null and void.

Your objection must be in writing, and must include:

- The name of this lawsuit, *Penton v. Centennial Bank et al*, Case No. 4:18-cv-00450-AW-MAF (N.D. Fl.)
- The name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel;
- The basis for the objection, including information sufficient to determine if the objector is truly a member of the Settlement Class; and,
- A statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.
- Your signature on the written objection.

Any objection must be either filed electronically with the Court or mailed to the Clerk of the Court, Class Counsel, **and** Centennial’s counsel at the addresses set forth below. The objection must be electronically filed, or if mailed postmarked, no later than [REDACTED], 2022.

Court	Class Counsel	Defense Counsel
Clerk of the Court USDC, Northern District of Florida United States Courthouse 111 N. Adams St. Tallahassee, Florida 32301	Joseph P. Guglielmo SCOTT+SCOTT ATTORNEYS AT LAW LLP 230 Park Avenue, 17th Floor New York, NY 10169 jguglielmo@scott-scott.com	Keith L. Bell, Jr. CLARK PARTINGTON 215 South Monroe Street, Suite 530 Tallahassee, Florida 32301-1804 kbell@clarkpartington.com

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

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

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

19. What is the difference between objecting and excluding myself/opting out?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object to the benefits provided by the Settlement or other terms of the Settlement only if you stay in the Settlement Class. Excluding yourself or “opting out” is telling the Court that you don’t want to be included in the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement and related releases because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on _____ 2022, in Courtroom [] before United States District Judge Allen C. Winsor of the United States District Court for the Northern District of Florida, at the United States Courthouse, 111 N. Adams St., Tallahassee, Florida 32301, or at such other time, location, and venue as the Court may Order. This hearing date and time may be moved. Please refer to the Settlement Website (centennialbanksettlement.com) for notice of any changes.

By no later than [100 days after the entry of the Preliminary Approval Order, and 14 days prior to Opt-out and Objection Deadline,] Class Counsel shall file a motion for final approval of the Settlement and a motion for attorneys' fees, costs, and expenses. Objectors, if any, shall file any response to Class Counsel's motions [no later than 114 days after the entry of the Preliminary Approval Order]. By no later than [128 days after the entry of the Preliminary Approval Order], responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses shall be filed.

At the Final Approval Hearing, the Court will consider, among other things, whether the Settlement is fair, reasonable, and adequate; how much Plaintiffs' lawyers will receive as attorneys' fees and costs and expenses. If there are objections, the Court will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear (*see* Question 18). At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

21. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you submitted your objection timely and in accordance with the requirements for objecting set out of the Settlement (*see* Question 18), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will remain a part of the Settlement Class but will not get any payments from the Settlement. And, unless you exclude yourself, you will not be able to sue Centennial about the claims being resolved through this Settlement ever again. See the Settlement Agreement for more details about the releases.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement at (www.centennialbanksettlement.com).

Please do not contact the Court or Defendants with questions about the Settlement.

Exhibit B

Class Settlement Agreement
Penton v. Centennial Bank

Penton v. Centennial Bank
c/o Analytics Consulting, LLC
PO Box 2003
Chanhassen, MN 55317-2003
www.centennialbanksettlement.com

WRITE ANY NAME AND ADDRESS CORRECTIONS BELOW:
Claimant(s) Name(s):
Address:
City, State, and Zip Code:

CLASS ACTION CLAIM FORM

Penton v. Centennial Bank et al., Case No. 4:18-cv-00450-AW-MAF (N.D. Fl.)

You received this Claim Form because you have been identified by Centennial Bank as a Settlement Class Member in this lawsuit involving Centennial Bank’s force-placed insurance policies and practices. If you were charged by Centennial Bank, or its affiliates, and not fully refunded, for hazard, windstorm, and/or flood insurance policy force-placed on real property located in the United States and its territories, you may be entitled to compensation under this settlement.

To receive compensation, **PLEASE FULLY COMPLETE THIS CLAIM FORM, SIGN IT, AND RETURN IT BY [DATE] TO THE SETTLEMENT ADMINISTRATOR** via any of the methods listed below. If more than one person is listed on this Claim Form, it must be signed by all individuals.

Incomplete or late Claim Forms may be deemed invalid so please make sure that this Claim Form is filled out completely and returned on time.

Section 1: Claimant Information

Claimant(s) Name(s): _____
Claimant(s) Telephone Numbers: _____
Claimant(s) Email Address: _____

Section 2: Eligible Loans

An eligible Forced-Place Insurance Loan is any loan that was charged at any time between October 1, 2013 through December 31, 2019, for hazard, windstorm, and/or flood insurance policy force-placed by Centennial or its affiliates, and not fully refunded, on real property located in the United States and its territories.

Records provided by Centennial Bank indicate that the following loan(s) were charged for hazard, windstorm, and/or flood insurance coverage force-placed by Centennial or its affiliates, and not fully refunded during the period described above:

[PERSONALIZE]

Please include any loans by loan number not listed above (if any): _____

Section 3: Certification

By signing and submitting this Claim Form, the claimant or the person(s) who represent the claimant certifies that with respect to **Loan [Personalize - Additional Copies as Necessary]**, the claimant:

1. is not presently the Debtor in a pending bankruptcy case arising under Title 11 of the United States Code;
2. did not receive a final judgment of discharge under Title 11 of the United States Code affecting the Force-Placed Insurance Loan identified above after the last Force-Placed Insurance certificate was charged on the Force-Placed Insurance Loan;
3. did not confirm a plan under Chapters 11, 12, or 13 of Title 11 of the United States Code affecting the Force-Placed Insurance Loan identified above after the last Force-Placed Insurance certificate was charged on the Force-Placed Insurance Loan;
4. did not waive, settle, or release all claims related to Force-Placed Insurance (which occurs when all claims known or unknown are released) after the last Force-Placed Insurance certificate was charged to the Force-Placed Insurance Loan identified above; and
5. is not subject to a final money judgment or final judgment of foreclosure with respect to the Force-Placed Insurance Loan identified above.

By signing below, you are certifying that the information contained in this form is true and correct. If you believe any information was provided in error or is incorrect, please use the space below to indicate what is in error and provide what you believe to be the correct information. You may attach additional sheets as necessary. The claims administrator and attorneys for the settling parties reserve the right to request documentation to validate any offered corrections.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE AND CORRECT.

 Signature of Claimant Date

 Print Claimant Name Here

 Signature of Joint Claimant Date

 Print Joint Claimant Name Here

If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:

 Signature of Person Signing on Behalf of Claimant Date

Print Name of Person Signing on Behalf of Claimant Here

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor)

YOU MAY SUBMIT YOUR CLAIM FORM VIA ANY OF THE FOLLOWING METHODS:

**Mail to: Penton v. Centennial Bank
c/o Analytics Consulting, LLC
PO Box 2003**

Chanhassen, MN 55317-2003

Email to: claims@centennialbanksettlement.com

Online via: www.centennialbanksettlement.com

Exhibit C

Class Settlement Agreement
Penton v. Centennial Bank

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION

SIMEON PENTON, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

Case No. 4:18-cv-450-AW-MAF

CENTENNIAL BANK,

Defendant.

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT
AGREEMENT WITH CENTENNIAL BANK, CERTIFYING THE
SETTLEMENT CLASS, APPOINTING CLASS COUNSEL AND CLASS
REPRESENTATIVE FOR THE SETTLEMENT CLASS, AND
APPROVING THE NOTICE AND DISTRIBUTION PLAN**

THIS CAUSE is before the Court upon Plaintiff’s Motion for Preliminary Approval of Settlement Agreement with Centennial Bank (“Centennial”). *See* ECF No. [X]. Upon consideration, the motion is granted. Thus, it is **ORDERED**:

WHEREAS, the Action¹ is pending before this Court;

WHEREAS, Plaintiff, Simeon Penton, has entered into and executed Stipulation and Agreement of Settlement (“Settlement Agreement”) with Centennial

¹ As defined in the Settlement Agreement, the “Action” means the above-captioned litigation pending in the United States District Court for the Northern District of Florida, Tallahassee Division, and any other actions that may be transferred or consolidated into this litigation.

Bank (“Centennial” and together with Plaintiffs, the “Settling Parties”), which, if finally approved by the Court, will result in the settlement of all claims against Centennial;

WHEREAS, in full and final settlement of the claims asserted against Centennial in this Action, Centennial agreed to pay amount up to \$730,000 (the “Settlement Funds”) on a claims made basis;

WHEREAS, Plaintiff, having made an application, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement Agreement, which sets forth the terms and conditions of the Settlement of the Action against Centennial and for dismissal of the Action against Centennial with prejudice upon the terms and conditions set forth in the Settlement Agreement;

WHEREAS, Plaintiffs have sought, and Centennial did not object to, the certification of the Settlement Class (as defined below) solely for settlement purposes;

WHEREAS, the Settlement Agreement proposes, solely for settlement purposes, Scott+Scott, Attorneys at Law, LLP, the Law Office of Greg Davis, LLP, and Kopelowitz Ostrow Ferguson Weiselberg Gilbert. (“Class Counsel”) as settlement class counsel for the Settlement Class and Plaintiffs have requested such appointment be extended to this settlement;

WHEREAS, the Settlement Agreement proposes, solely for settlement purposes, Simeon Penton as class representative of the Settlement Class and Plaintiffs have requested such appointment be extended to this settlement;

WHEREAS, the Settling Parties have agreed to the entry of this [Proposed] Order Preliminarily Approving Settlement Agreement, Certifying the Settlement Class, Appointing Class Counsel and Class Representatives for the Settlement Class, and Approving the Notice Plan (the “Order”); and

WHEREAS, the Court has read and considered the Settlement Agreement and the exhibits annexed thereto and other documents submitted in connection with Plaintiffs’ Motion for Preliminary Approval of the Settlement Agreement, and good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. All terms in initial capitalization used in this Order shall have the same meanings as set forth in the Settlement Agreement, unless otherwise noted or defined herein.

I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

2. Upon review of the record, the Court preliminarily finds that the Settlement Agreement resulted from arm’s-length negotiations between highly experienced counsel with the participation and assistance of an experienced mediator and falls within the range of possible approval. The Court hereby preliminarily

approves the Settlement Agreement, subject to further consideration at the Fairness Hearing described below. The Court preliminarily finds that the Settlement Agreement raises no obvious reasons to doubt its fairness and provides a reasonable basis for presuming that the Settlement Agreement satisfies the requirements of Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure and due process so that an appropriate notice of the Settlement Agreement should be given, subject to the Court's approval of a notice plan as provided in this Order.

II. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, solely for settlement purposes, a Settlement Class defined as follows:

The "Class" includes all borrowers who, during the prior October 1, 2013 through December 31, 2019 (the "Class Period"), were charged by Centennial or its affiliates, and not fully refunded, for hazard, windstorm, and/or flood insurance policy force-placed on real property located in the United States and its territories. For the purpose of this definition, mobile homes are real property when insured under a real-property master insurance policy, meaning that the mobile home was permanently affixed to the land. Excluded from the Class are Defendants, their affiliates, subsidiaries, agents, board members, directors, officers, and/or employees. Also excluded from the Class are:

- (i) the Court, any justice, judge, or magistrate judge of the United States or any State, their spouses, and any immediate family members of the Court;
- (ii) borrowers that have a pending case arising under Title 11 of the United States Code or that received a final judgment of discharge

or confirmed plan after the date FPI was last placed in any case arising under Title 11;

(iii) borrowers that either (A) settled or released all claims after the date FPI was last placed, or (B) are subject to a final money or foreclosure judgment, with respect to each FPI loan on which they were borrowers; and,

(iv) all borrowers who file a timely and proper request to be excluded from the Class.

4. The “Settlement Class Period” or “Class Period” is October 1, 2013 through December 31, 2019.

5. Solely for purposes of the settlement, the Court preliminarily finds that the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been satisfied, as follows: (a) the members of the Settlement Class are so numerous that joinder of all members of the Settlement Class is impracticable; (b) questions of law and fact common to the Settlement Class predominate over any individual questions; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Lead Counsel have fairly and adequately represented and protected the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering (i) the interests of members of the Settlement Class in individually controlling the prosecution of separate actions; (ii) the extent and nature of any litigation concerning the controversy already begun by members of the Settlement Class; (iii) the desirability or undesirability of concentrating the litigation of these

claims in this particular forum; and (iv) the likely difficulties in managing this Action as a class action.

6. If the Effective Date does not occur with respect to the Settlement Agreement because of the failure of a condition that affects the Settlement Agreement, this conditional certification of the Settlement Class shall be deemed null and void as to the Settling Parties subject to the Settlement Agreement without the need for further action by the Court or any of the Settling Parties. In such circumstances, each of the Settling Parties shall retain their rights to seek or to object to certification of this litigation as a class action under Rule 23 of the Federal Rules of Civil Procedure, or under any other state or federal rule, statute, law, or provision thereof, and to contest and appeal any grant or denial of certification in this litigation or in any other litigation on any other grounds.

III. CLASS COUNSEL, CLASS REPRESENTATIVES, AND ATTORNEYS' FEES AND COSTS

7. The Court appoints Class Counsel for the Settlement Class solely for the purpose of this settlement.

8. Class Counsel will submit any motion for Attorneys' Fees and Expenses at least forty-five (45) days prior to the Fairness Hearing. Such a request for fees and expenses shall not exceed \$182,500 in attorneys' fees and \$40,000 in litigation expenses, totaling \$222,500 in fees and expenses.

9. All attorneys' fees and expenses approved by the Court up to \$222,500 shall be paid by Centennial separate from the Settlement Funds.

10. The Court appoints Simeon Penton, as Plaintiff Class Representative for the purpose of this settlement.

IV. PLAN OF DISTRIBUTION, NOTICE, AND FAIRNESS HEARING

11. The Court approves the proposed Notice Plan, as described below.

12. The Court approves the appointment of Analytics Consulting, LLC, as the Claims Administrator of this settlement. The Claims Administrator shall have such duties and responsibilities as are set forth in the Settlement Agreements.

13. Upon review of the record, the Court finds that the Settlement Agreement, pursuant to which the Claims Administrator shall calculate the claims submitted by Class Members and distribute payment to authorized claimants, is recommended by highly experienced counsel and the allocation formula falls within the range of possible approval. Therefore, the Plan of Distribution is hereby preliminarily approved, subject to further consideration thereof at the Fairness Hearing described below.

14. The Court approves, as to form and content, the Notice of Class Action Settlement ("Mail and E-Mail Notice"), substantially in the form attached hereto as Exhibit 1 and the Claim Form, substantially in the form attached hereto as Exhibit 2. The Court acknowledges that the Claim Form contemplates additional

certification pages, specific to each loan, for those Class Members with multiple qualifying loans. The Claims Administrator shall make available for download a generic, fillable Claim Form.

15. Notwithstanding any prior ruling in this case, Centennial is authorized to disclose to the Claims Administrator such personally identifiable information that Centennial deems reasonably appropriate for the purposes of class-member identification and claims administration. Such information includes, but is not limited to, names, mailing addresses, mortgaged-property addresses, email addresses, and complete loan numbers. Such information may also include materials from claimant loan files as appropriate to determine the identity of claimants or persons requesting exclusion from the class, the application of the class definition to any claimant, and the validity and recoverable amount of filed claims. The Claims Administrator shall keep such information confidential, except to the extent necessary to allow Class Counsel to review assertions made by Centennial with respect to any claim or request for exclusion from the Settlement Class.

16. The parties' request to file the Settlement Agreement as partially redacted is APPROVED and the parties shall have fourteen (14) days from the date of this Order to file under seal the unredacted Settlement Agreement. The Court intends to release the seal in the event that the Settlement is approved by final judgment.

17. Centennial will make reasonable efforts to identify and provide to the Claims Administrator names and addresses of potential members of the Settlement Class, who can be reasonably identified based on client records that Centennial has in its possession, custody, or control, for purposes of the mailing of the Mail and E-Mail Notice and Claim Form referenced above, to the extent permitted by applicable laws.

18. Provided that names and addresses of potential members of the Settlement Class, who can be reasonably identified based on client records that Centennial has in its respective possession, custody, or control, are provided and/or compiled by MONTH XX, 2022, the process of disseminating the Mail Notice and Claim Form shall begin by MONTH XX, 2022 (“Notice Date”). Mail Notice will be mailed by first class mail (or, for Mail Notice conducted within foreign countries, the corresponding class of postal delivery), postage prepaid, to each potential member of the Settlement Class that can be identified through reasonable effort to the extent permitted by applicable laws. E-Mail Notice will be sent by electronic mail.

19. On or before the Notice Date, the Claims Administrator shall cause the Mail Notice and Summary Notice to be published on the Settlement Website.

20. Prior to the Fairness Hearing, Class Counsel shall file, or cause to be filed, a sworn statement attesting to the the Settlement Class’s response to the Notice

Plan. The Notices shall be sent not less than ninety (90) days before the date set by the Court for a Fairness Hearing regarding the settlement.

21. The Court finds that the mailing of the Mail and E-Mail constitutes the best notice practicable under the circumstances, including individual notice to all members of the Settlement Class who can be identified through reasonable effort, and constitutes valid, due, and sufficient process, complying fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

22. All fees, costs, and expenses incurred in identifying and notifying members of the Settlement Class shall be paid as set forth in the Settlement Agreements.

23. Any Person falling within the definition of the Settlement Class may request to be excluded from the Settlement Class in which he, she, or it would otherwise be a member (“Request for Exclusion”). A Request for Exclusion must be: (a) in writing; (b) signed by the Person (defined as the individual or entity holding the claim) or his, her, or its authorized representative; (c) state the name, address, and phone number of that Person; (d) include proof of membership in either the Settlement Class; and (e) a signed statement that “I/we hereby request that I/we be excluded from the Settlement in the *Penton v. Centennial Bank Force Placed Insurance Litigation*” or the substantive equivalent. The request must be mailed to the Claims Administrator and be postmarked the Opt-Out Date set by the Court.

Unless the Court orders otherwise, a Request for Exclusion that does not include all of the foregoing information, that does not contain the proper signature, that is sent to an address other than the one designated in the Mail and E-Mail, or that is not sent within the time specified, shall be invalid and the Person(s) filing such an invalid request shall be a Settlement Class Member and shall be bound by the settlement set forth in the Settlement Agreement, if approved. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall be excluded from the Settlement Class, shall have no rights under the Settlement Agreement, shall not receive payment, and shall not be bound by the Settlement Agreement or, if approved, any Final Judgment and Order of Dismissal to be entered thereon approving the same.

24. Class Counsel shall cause to be provided to counsel for Centennial copies of all Requests for Exclusion, together with all documents and information provided with such requests, and any written revocation of Requests for Exclusion within three business days of receipt by Class Counsel of that exclusion request or revocations thereof.

25. Any member of the Settlement Class, who has not submitted a Request for Exclusion, may appear and show cause if he, she, or it has any reason why one or more of the settlement of the Action set forth in the Settlement Agreement should not be approved as fair, reasonable, and adequate, why a Final Judgment and Order

of Dismissal should not be entered thereon, why the Plan of Distribution should not be approved, and/or why attorneys' fees and/or costs and expenses should not be awarded to counsel for Class Plaintiff; provided, however, that no member of the Settlement Class or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the Settlement(s) set forth in such Settlement Agreement or, if approved, the Final Judgment and Order of Dismissal to be entered thereon approving the same, or the Order(s) approving the Plan of Distribution and/or awarding attorneys' fees and/or costs and expenses to counsel for Class Plaintiff, unless: (a) written objections and copies of any papers and briefs are mailed to: Joseph P. Guglielmo, Scott+Scott, Attorneys at Law, LLP, Scott+Scott Attorneys at Law LLP, The Helmsley Building, 230 Park Avenue, 17th Floor, New York, NY 10169 and Keith L. Bell, Jr., Clark Partington, 215 S. Monroe Street, Suite 530, Tallahassee, FL 32301, postmarked no later than 30 days prior to the date set for the Fairness Hearing or any other date set by the Court; and (b) copies of said objections, papers, and briefs are filed with the Clerk of the U.S. District Court for the Northern District of Florida, attention to Judge Windsor no later than 30 days prior to the date set for the Fairness Hearing. Any such written objections must include: (a) the member of the Settlement Class's name, address, telephone number, and signature and, if applicable, the name, address, and telephone number of the attorney representing the member of the settlement class; (b) whether the class member (or

his, her, or its attorney) will appear at the Fairness Hearing; (c) proof of membership in the Settlement Class; and (d) the specific grounds for the objection(s) and any reasons why such Person desires to appear and be heard, as well as all documents or writings that such Person desires the Court to consider. The written Notice of Intent to Appear must include: (a) the member of the Settlement Class's name, address, telephone number, and signature and, if applicable, the name, address, and telephone number of the attorney (who must file a Notice of Appearance with the Court) representing the member of the Settlement Class; and (b) state that the Class Member (or, if applicable, the Class Member's attorney) intends to appear at the Fairness Hearing for *Penton v. Centennial Bank*, Case No. 4:18-CV-00450-AW-MAF (N.D. Fl.). Any Person that fails to object in the manner prescribed herein shall be deemed to have waived his, her, or its objections and will forever be barred from making any such objections in the Action, including, but not limited to, any objection to: (a) the fairness, reasonableness, or adequacy of the settlement set forth in the Settlement Agreement or the Plan of Distribution; and (b) any award of attorneys' fees and/or costs and expenses to counsel for Class Plaintiff.

26. Unless the Court orders otherwise, all Claim Forms must be postmarked by or before MONTH XX, 2022.

27. Any and all distributions to eligible Settlement Class Members shall be made pursuant to the Plan of Distribution, as approved by the Court, to those

Settlement Class Members who submit a valid Claim Form. Class Members who wish to participate in the Settlement set forth in the Settlement Agreements must complete and submit a valid Claim Form, in accordance with the instructions contained therein.

28. Any Settlement Class Member who does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement Funds, unless otherwise ordered by the Court, but shall nevertheless be bound by any Final Judgment and Order of Dismissal entered by the Court regarding the settlement set forth in the Settlement Agreement.

29. Any member of the Settlement Class may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice. Any member of the Settlement Class who does not enter an appearance will be represented by Class Counsel.

30. A hearing (the “Fairness Hearing”) shall be held before this Court on MONTH XX, 2022 at ____:____.m., at the United States District Court for the Northern District of Florida, United States Courthouse, 111 N. Adams St., Tallahassee, Florida 32301, to determine: (a) whether the Settlement of the Action on the terms and conditions provided for in the Settlement Agreement are fair, reasonable, and adequate to the Settlement Class and should be granted final approval by the Court; (b) whether a Final Judgment and Order of Dismissal, as provided for in each of the

Settlement Agreement, should be entered; (c) whether the Plan of Distribution should be approved; (d) the amount of attorneys' fees and/or costs and expenses that should be awarded to counsel for Class Plaintiff; (e) whether the Court should certify the Settlement Class solely for settlement purposes pursuant to Fed. R. Civ. P. 23(a), (b)(3); and (f) such other matters as the Court may deem appropriate.

31. At or after the Fairness Hearing, the Court shall determine separately whether the Settlement Agreement should be granted final approval, whether the Plan of Distribution should be granted final approval, and whether to approve the application for attorneys' fees and/or expenses by counsel for Class Plaintiff.

32. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice and the Court retains jurisdiction to consider all further applications arising out of, or connected with, the settlement set forth in the Settlement Agreement. To the extent practicable, Class Counsel shall cause the Claims Administrator to promptly cause notice of any Court-ordered changes of schedule or any modifications of deadlines to be published on the Settlement Website. The Court may approve the Settlement set forth in the Settlement Agreement or Plan of Distribution, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

33. The Court also approves the Plan of Distribution, as detailed in the Settlement Agreement and set forth below.

34. For those Settlement Class Members who submit a timely, valid, and verified Claim Form, Centennial shall pay to each such Settlement Class Member via check or electronic transfer an amount equal to 9% of the Net Premium charged to the Settlement Class Member during the Class Period for the FPI Loan(s) identified on the Claimant's Claim Form.

- a. If the aggregate value of all claims accepted by the Administrator exceeds the Maximum Payment, then the Administrator shall reduce the payment on all claims on a pro rata basis such that the total amount to be paid to the Settlement Class by Centennial will not exceed the Maximum Payment

V. CASE SCHEDULE

35. The Court sets the following deadlines:

Event	Date
Notice Date	15 days from entry of this Order and not less than 90 days before the Fairness Hearing
Claims Deadline	30 Days Before Fairness Hearing
Objection/Opt-Out Deadline	30 Days Before Fairness Hearing
Motion for Final Approval of the Settlement	45 Days Before Fairness Hearing
Application for Attorneys' Fees and Expenses	45 Days Before Fairness Hearing

VI. OTHER PROVISIONS

36. The notice requirements of the Class Action Fairness Act, 28 U.S.C. §1715, have been met.

37. In the event that the Settlement Agreement is terminated, is vacated, is not approved, or the Effective Date fails to occur for any reason, then the Settling Parties shall be deemed to have reverted to their respective status in the Action as of the Execution Date, and, except as otherwise expressly provided herein, such parties shall proceed in all respects as if such Settlement Agreement and any related orders had not been entered, and such Settlement Agreement (including any amendment(s) thereto) and this Order shall be null and void, of no further force or effect, and without prejudice to any such Settling Parties, and may not be introduced as evidence or referred to in any actions or proceedings by any Person; provided, however, that in the event of termination of the Settlement Agreement, Paragraph 5.1 of the Settlement Agreement shall nonetheless survive and continue to be of effect and have binding force.

38. The Court's findings in this Order shall have no effect on the Court's ruling on any motion to certify any non-settlement class in this Action; and no party may cite or refer to the Court's approval of any Settlement Class as persuasive or binding authority with respect to any motion to certify any non-settlement class or

any other dispositive motion filed. Nor shall such preliminary approval prejudice any rights, claims, or defenses.

39. Centennial has denied wrongdoing or liability in connection with the allegations in the Action. As such, nothing in the Settlement Agreement constitutes an admission by Centennial as to the merits of the allegations made in the Action, the validity of any defenses that could be or have been asserted, or the appropriateness of certification of any class other than the Class under Fed. R. Civ. P. 23 for purposes of settlement only.

40. All proceedings in the Action with respect to Centennial are stayed until further order of the Court. Such stay does not apply, however, to the extent actions are necessary to implement or comply with the terms of the Settlement Agreement, including but not necessarily limited to the schedule and deadlines imposed by this Order.

41. All Class Members shall be bound by all determinations and judgments in the Action concerning the settlement set forth in the Settlement Agreement, whether favorable or unfavorable to the Settlement Class.

42. Any member of the Settlement Class may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice. Any member of the Settlement Class who does not enter an appearance will be represented by Lead Counsel.

IT IS SO ORDERED.

DATED: _____

JUDGE ALLEN WINSOR
UNITED STATES DISTRICT JUDGE

Exhibit D

Class Settlement Agreement
Penton v. Centennial Bank

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

**SIMEON PENTON, on behalf of himself
and all others similarly situated,**

Plaintiff,

v.

Case No. 4:18-cv-450-AW-MAF

CENTENNIAL BANK,

Defendant.

**[PROPOSED] FINAL APPROVAL ORDER OF SETTLEMENT AND
FINAL JUDGMENT AND ORDER OF DISMISSAL WITH
PREJUDICE AS TO CENTENNIAL BANK**

THIS CAUSE is before the Court upon Plaintiff's Motion for Final Approval of Settlement Agreement with Centennial Bank ("Centennial"). *See* ECF No. [X]. Upon consideration, the motion is granted. Thus, it is **ORDERED**:

WHEREAS, the Action¹ is pending before this Court;

WHEREAS, Plaintiff, Simeon Penton, has entered into and executed a Stipulation and Agreement of Settlement ("Settlement Agreement") with Centennial ("Settling Defendant" together with Plaintiff, the "Settling Parties"), which, if finally

¹ As defined in the Settlement Agreement, the "Action" means the above-captioned litigation pending in the United States District Court for the Northern District of Florida, Tallahassee Division, and any other actions that may be transferred or consolidated into this litigation.

approved by the Court, will result in the settlement of all claims against Centennial;

WHEREAS, in full and final settlement of the claims asserted against Centennial in this Action, Centennial agreed to pay up to the amount of \$730,000 on a claims made basis and pay separately up to \$182,500 in attorneys' fees and \$40,000 in litigation expenses, totaling \$222,500 in fees and expenses;

WHEREAS, Plaintiff, having made an application, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, for an order granting final approval of the Settlement Agreement, which sets forth the terms and conditions of the Settlement of the Action against Centennial and for dismissal of the Action against Centennial with prejudice upon the terms and conditions set forth in the Settlement Agreement;

WHEREAS, the Court has appointed Scott+Scott, Attorneys at Law, LLP, the Law Office of Greg Davis, LLP, and Kopelowitz Ostrow Ferguson Weiselberg Gilbert. ("Class Counsel");

WHEREAS, the Court has appointed Simeon Penton as class representative;

WHEREAS, the Settling Parties have agreed to the entry of this [Proposed] Final Approval Order of Settlement and Final Judgment and Order of Dismissal with Prejudice as to Centennial;

WHEREAS, "Released Parties" has the same meaning as set forth in the Settlement Agreement;

WHEREAS, by Order dated MONTH XX, 2022 (the "Preliminary Approval

Order”) this Court: (a) preliminarily approved the Settlement Agreement; (b) preliminarily certified the Settlement Class; (c) ordered that notice of the Settlement Agreement be provided to potential members of the Settlement Class; (d) provided members of the Settlement Class with the opportunity either to exclude themselves from the Settlement Class or to object to any aspect of the proposed Settlement Agreement; and (e) designated Class Counsel and Plaintiff as class representative of the Settlement Class.

WHEREAS, by Notice dated MONTH XX, 2022, this Court scheduled a fairness hearing regarding final approval of the Settlement on MONTH XX, 2022;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, pursuant to the Settlement Agreement and the Preliminary Approval Order, Centennial paid the costs for notice and claims administration;

WHEREAS, the 90-day period provided by the Class Action Fairness Act, 28 U.S.C. §1715(d), has expired;

WHEREAS, the MONTH XX, 2022 deadline to file claims, object, or opt-out of the Settlement has now passed;

WHEREAS, the Court conducted a hearing on MONTH XX, 2022 (the “Fairness Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate to the

Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against Centennial; and

WHEREAS, the Court has read and considered the Settlement Agreement and the exhibits annexed thereto and other documents submitted in connection with the Final Approval Order of Settlement and Final Judgment and Order of Dismissal with Prejudice as to Centennial, and good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. All terms in initial capitalization used in this Order shall have the same meanings as set forth in the Settlement Agreement, unless otherwise noted or defined herein.

2. **Jurisdiction** – This Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement Agreement, as well as personal jurisdiction over all Parties and each of the Settlement Class Members with respect to such matters.

3. **CAFA Notice** – The notice provisions of the Class Action Fairness Act, 28 U.S.C. §1715, have been satisfied.

4. **Incorporation of Settlement Documents** – This Final Order and Judgment incorporates and makes a part hereof: (a) the Settlement Agreement; and (b) the Mail Notice, E-Mail Notice, and Claim Form, which were each approved by the Court in the Preliminary Approval Order.

5. **Class Certification for Settlement Purposes** – Pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and based on the record before the Court, including the submissions in support of the settlement and objections and responses thereto, the Court hereby affirms its determinations in the Preliminary Approval Order and certifies, for the purposes of settlement only, the following Centennial Settlement Class:

The "Class" includes all borrowers who, during the prior October 1, 2013 through December 31, 2019 (the "Class Period"), were charged by Centennial or its affiliates, and not fully refunded, for hazard, windstorm, and/or flood insurance policy force-placed on real property located in the United States and its territories. For the purpose of this definition, mobile homes are real property when insured under a real-property master insurance policy, meaning that the mobile home was permanently affixed to the land. Excluded from the Class are Defendants, their affiliates, subsidiaries, agents, board members, directors, officers, and/or employees. Also excluded from the Class are:

(i) the Court, any justice, judge, or magistrate judge of the United States or any State, their spouses, and any immediate family members of the Court;

(ii) borrowers that have a pending case arising under Title 11 of the United States Code or that received a final judgment of discharge or confirmed plan after the date FPI was last placed in any case arising under Title 11;

(iii) borrowers that either (A) settled or released all claims after the date FPI was last placed, or (B) are subject to a final money or foreclosure judgment, with respect to each FPI loan on which they were

borrowers; and,

(iv) all borrowers who file a timely and proper request to be excluded from the Class.

6. The “Settlement Class Period” or “Class Period” is October 1, 2013 through December 31, 2019.

7. The Court finds that the requirements of Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are satisfied solely for settlement purposes, as follows:

- a. Pursuant to Rule 23(a)(1), the Court determines that the Settlement Class Members are so numerous that their joinder before the Court would be impracticable.
- b. Pursuant to Rule 23(a)(2), the Court determines that there are one or more questions of fact or law common to the Settlement Class.
- c. Pursuant to Rule 23(a)(3), the Court determines that Plaintiff’s claims are typical of the claims of the Settlement Class.
- d. Pursuant to Rule 23(a)(4), the Court determines that Plaintiff will fairly and adequately protect the interests of the Settlement Class. Plaintiff is certified as class representatives.
- e. Pursuant to Rule 23(b)(3), the Court determines that common questions of law and fact predominate over questions affecting only individual members of the Settlement Class.

f. Also pursuant to Rule 23(b)(3), the Court determines that a class action is superior to other available methods for the fair and efficient adjudication of this Action with respect to the Settlement Class.

8. Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, Class Counsel are certified as settlement class counsel for the Settlement Class.

9. **Notice** – The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of (i) the pendency of the Action; (ii) the effect of the Settlement Agreement (including the Releases to be provided thereunder); (iii) Class Counsel’s possible motion for an award of attorneys’ fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreement, the Plan of Distribution, and/or Class Counsel’s motion for attorneys’ fees and reimbursement of expenses; (v) the right to opt out of the Settlement Class; and (vi) the right to appear at the Fairness Hearing; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

I. FINAL APPROVAL OF SETTLEMENT AGREEMENT

10. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court hereby grants final approval of the Settlement Agreement in all respects (including, without limitation: the Settlement Fund amount; the releases; and the dismissal with prejudice of the claims asserted against Centennial in the Action), and finds that the Settlement Agreement is, in all respects, fair, reasonable, and adequate to the Settlement Class. In reaching this conclusion, the Court considered the factors set forth in *Leverso v. Southtrust Bank of AL, Nat'l Assoc.*, 18 F.3d 1527, 1530 (11th Cir. 1994). Moreover, the Court concludes that:

- a. the Settlement Agreement was fairly and honestly negotiated by counsel with significant experience litigating class actions and is the result of vigorous arm's-length negotiations undertaken in good faith;
- b. the Action involves contested issues of law and fact, such that the value of an immediate monetary recovery, in conjunction with the value of the cooperation stated in the Settlement Agreement, outweigh the mere possibility of future relief after protracted and expensive litigation;
- c. success in complex cases such as this one is inherently uncertain, and there is no guarantee that continued litigation would yield a

superior result; and

- d. the Court agrees with Class Counsel's judgment that the Settlement Agreement is fair and reasonable for the reasons stated in the record on file.

11. Any and all pending objections to the proposed settlement are OVERRULED.

12. **Dismissal of the Action and Release** – Except as to any claim of those Persons (identified in Exhibit A attached hereto) who have validly and timely requested exclusion from the Settlement Class (“Opt-Outs”), the Court orders that the Action and all claims contained therein, as well as all of the Released Claims against any of the Released Parties by Plaintiff, Settlement Class Members, and Releasing Parties are each hereby dismissed with prejudice. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

13. The Opt-Outs identified in Exhibit A are excluded from the Settlement Class pursuant to properly made requests, are not bound by the Settlement Agreement, or this Final Order and Judgment, and may not make any claim or receive any benefit from the Settlement Agreement, whether monetary or otherwise.

14. The releases set forth in the Settlement Agreement, together with the Definitions contained in the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. The releases are effective as of the Effective

Date.

15. Upon the Effective Date, each of the Released Parties: (a) shall be deemed to have, and by operation of this Final Order and Judgment shall have fully, finally, and forever waived, released, relinquished, and discharged (i) Plaintiff, Class Counsel, and each and all Settlement Class Members from each and every one of the Settling Defendant's claims, and (ii) any rights to the protections afforded under California Civil Code §1542 and/or any other similar, comparable, or equivalent laws; (b) shall forever be enjoined from prosecuting the Settling Defendant's claims; and (c) agrees and covenants not to sue on the basis of any Settling Defendant's claims, or to assist any third party in commencing or maintaining any such suit related to any Settling Defendant's claims.

16. Upon the Effective Date, each of the Releasing Parties: (a) shall be deemed to have, and by operation of this Final Order and Judgment, shall have fully, finally, and forever waived, released, relinquished, and discharged (i) all Released Claims against the Released Parties, regardless of whether such Releasing Party executes and delivers a proof of claim and release form, and (ii) any rights to the protections afforded under California Civil Code §1542 and/or any other similar, comparable, or equivalent laws; (b) shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Released Parties; and (c) agrees and covenants not to sue any of the Released Parties on the basis of any Released

Claims or to assist any third party in commencing or maintaining any suit against any Released Party related in any way to any Released Claims.

17. Upon the Effective Date, claims against the Released Parties for contribution or indemnification (however denominated) for all or a portion of any amounts paid in the Action by way of settlement, judgment, or otherwise, are barred.

18. This Final Order and Judgment shall not affect, in any way, the right of Plaintiff, Settlement Class Members, or Releasing Parties to pursue claims, if any, outside the scope of the Released Claims.

19. Nothing in this Final Order and Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Final Order and Judgment.

20. All rights of Plaintiff, Settlement Class Members, and Releasing Parties against non-settling defendants or any Persons other than the Released Parties with respect to any of the Released Claims are specifically reserved by Plaintiff, Settlement Class Members, or Releasing Parties.

21. **No Admission** – Neither the Settlement Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement contained therein: (a) is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; or

(b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Settlement Agreement may be filed in an action to enforce or interpret the terms of the Settlement Agreement, the settlement contained therein, and any other documents executed in connection with the performance of the agreement embodied therein. The Released Parties may file the Settlement Agreement and/or this Final Order and Judgment in any action that may be brought against them in order to support a defense or counterclaim based on the principles of *res judicata*, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

II. OTHER PROVISIONS

22. The Court approves of the designated Claims Administrator, Analytics Consulting LLC. Absent further order of the Court, the Claims Administrator shall have such duties and responsibilities as are set forth in the Settlement Agreement.

23. The Claims Administrator may process claims received by the Claims Administrator on or before MONTH XX, 2022.

24. All members of the Settlement Class shall be bound by all determinations and judgments in the Action concerning the settlement set forth in

the Settlement Agreement, whether favorable or unfavorable to the Settlement Class.

25. A separate order shall be entered regarding awarding attorneys' fees and litigation costs. Such an order shall in no way disturb or affect this Final Order and Judgment and shall not affect or delay the Effective Date of the Settlement.

26. This court retains jurisdiction to address all matters regarding performance of the terms of the Settlement.

27. The version of the Settlement Agreement filed under seal, ECF No. [X], shall be UNSEALED by the Clerk of the Court.

28. There is no just reason for delay in the entry of this Final Order and Judgment, and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED.

DATED: _____

JUDGE ALLEN WINSOR
UNITED STATES DISTRICT JUDGE