

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA

If Your Georgia Home Was Insured By Bankers Standard Insurance Company and You Submitted A Claim For Fire, Water, Mold, or Foundation/Structural Damage That Occurred Between January 15, 2010 and May 1, 2018 You May be Eligible to Receive a Payment from a Class Action Settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- Georgia policyholders have brought a class action lawsuit against Bankers Standard Insurance Company (“Bankers Standard”) alleging that Bankers Standard breached its homeowners’ policies with respect to covered homes in Georgia by not assessing for and, where found, paying diminished value when adjusting covered insurance claims involving water, mold, fire, or foundation/structural damage.
- A proposed Settlement has been reached in this lawsuit.
- You may be eligible to participate in the proposed Settlement, if it is finally approved, if you submitted to Bankers Standard a covered claim for certain kinds of damage to your home occurring between January 15, 2010 and May 1, 2018.
- The Settlement will provide payments to those who qualify.
- The purpose of this notice is to inform you of the Settlement and to explain important rights you may have as a result of the settlement of this class action. Please read this notice carefully. If you are a Settlement Class Member, your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	<p>Stay in this class action. Potentially receive a monetary award as described in the Settlement Agreement. Give up certain rights.</p> <p>By doing nothing, you will be part of the Settlement Class as long as you meet the criteria set forth in the Settlement Agreement as explained herein, and you may potentially receive a payment described in the Settlement Agreement. But, you give up any rights to sue Bankers Standard separately about the same issues in this class action. If you believe you may be eligible for this Settlement and have not received a notice by US Mail, or the notice was sent to the wrong address, you'll need to contact the Administrator.</p>
EXCLUDE YOURSELF BY JANUARY 19, 2019	<p>Get out of this class action. Get no payment from it. Keep any rights you may have.</p> <p>If you ask to be excluded, you will get no payment from the Settlement. But, you keep any rights you may have to sue Bankers Standard separately about the same issues in this class action.</p>
OBJECT BY JANUARY 19, 2019	<p>Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.</p> <p>You must prepare and submit your objection in accordance with the instructions below, including the time limit.</p>

GO TO A HEARING ON

MARCH 5, 2019

Ask to speak in Court about the fairness of the Settlement.

You must comply with the instructions below, including the deadline to file and serve a notice of appearance.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.BankersStandardInsCoSettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments provided for in the Settlement Agreement will only be made if the Court approves the Settlement and such approval is upheld after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. **Why did I get this notice?**

Bankers Standard's records show that you may be a member of a proposed Settlement Class. You were sent this notice because you have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, Settlement Class Members may be eligible to receive the benefits provided under the Settlement.

This document explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who is eligible for them. The Court in charge of this case is the United States District Court for the Middle District of Georgia (the "Court"), and the case is called *Gunthert v. Bankers Standard Insurance Company*, Case No. 5:16-CV-00021. The individuals who sued are called the Plaintiffs, and the company they sued, Bankers Standard, is called the Defendant.

2. **What is this lawsuit about?**

The lawsuit alleges that the Defendant violated Georgia law relating to how the Defendant should have determined how much money to pay in connection with certain homeowners' claims for property damage. The lawsuit alleges that Defendant breached its insurance contracts with homeowners by (1) failing to assess whether certain homeowners' property experienced a diminution in value resulting from fire, water, mold, or foundation/structural damage and (2) failing to pay for any such diminution in value.

The Defendant denies any and all wrongdoing of any kind whatsoever and denies any liability to Plaintiffs and to the Settlement Class.

3. **Why is this a class action?**

In a class action, one or more people, called "Class Representatives," sue on behalf of people who have similar claims. All these people are in a "class" or are "class members," except for those who exclude themselves from the class. United States District Court Judge Marc T. Treadwell of the United States District Court for the Middle District of Georgia is in charge of this class action.

4. **Why is there a settlement?**

The Defendant is not admitting that it did anything wrong, and both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Plaintiffs or the Defendant. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected and that the Settlement is fair, adequate, and reasonable. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

WHO IS IN THE SETTLEMENT

5. **How do I know if I am in the Settlement?**

On October 17, 2018, the Court entered an Order preliminarily approving the Settlement and defining the following Class, which is part of the Settlement:

Settlement Class Members are all insureds of Bankers Standard who pursued a claim under their homeowners policy for covered losses to their real property located in Georgia due to fire, water, mold, or foundation/structural damage occurring between January 15, 2010, and May 1, 2018. Specifically excluded from the Settlement Class are: (a) Defendant's employees, officers, directors, agents, and representatives; (b) federal judges who have presided over this case and any member of the Court's staff and immediate family; and (c) all persons who have opted-out of the Settlement Class or have otherwise been properly excluded from the Settlement Class.

6. **What if I am still not sure if I am included in the Settlement?**

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, www.BankersStandardInsCoSettlement.com, or call the toll-free number, 1-877-790-2122.

SETTLEMENT BENEFITS

7. **What does the Settlement provide?**

The Settlement provides for a Settlement Fund in the amount of \$2,250,000 to pay for (1) Settlement Awards to certain Settlement Class Members; (2) attorneys' fees and costs; and (3) certain taxes (if applicable). The Settlement also provides that the Defendant will pay a combined Service Award to the Class Representatives of up to \$10,000, subject to Court approval. Settlement Class Members may be entitled to receive a cash payment from the Settlement. The actual amount recovered by each Settlement Class Member will not be determined until all Claims have been calculated after deducting any attorneys' fees and costs approved by the Court. Not every insured who submitted a claim for property damage to Bankers Standard during the specified period will receive a payment. In particular, those Settlement Class Members for whom Bankers Standard paid nothing on their insurance claim for the type of damage specified herein will not receive a payment under the Settlement. However, all Settlement Class Members who submitted a covered claim on which Bankers Standard made a payment for the type of damage specified herein will receive a monetary award; such monetary awards will be determined by a formula that calculates the proportionate amount of the total Settlement Fund which each eligible Settlement Class Member will receive based upon the loss amount paid by Bankers Standard on the Class Member's insurance claim. The methodology by which the Settlement Awards will be calculated is described more fully in the Settlement Agreement, which is available at the Settlement Website, www.BankersStandardInsCoSettlement.com.

8. **What am I giving up to stay in the Class?**

Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the claims released in this Settlement. It also means that all of the decisions by the Court will bind you. Below is a summary of Released Claims. The full Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, www.BankersStandardInsCoSettlement.com.

"Released Claims" means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or in equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to either (1) an alleged failure to pay for or (2) an alleged failure to assess for Diminished Value on Georgia residences insured by Bankers Standard that suffered covered losses to those residences due to fire, water, mold, or foundation/structural damage occurring between January 15, 2010 and May 1, 2018, that were or could have been challenged in this Action.

HOW TO GET A PAYMENT

9. **How can I get payment?**

The Defendant has records of all insurance claims that might qualify an insured for a payment from the Settlement. If you do not exclude yourself from the Settlement Class, you may receive a payment if the Court gives the Settlement final approval.

10. **When will I get my payment?**

Payments to those who qualify for payment will be mailed to Settlement Class Members after the Court grants "final approval" to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after a hearing on March 5, 2019, there may be appeals. It's always uncertain whether these appeals can be resolved and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Defendant on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

11. **How do I Opt-Out of the Settlement?**

To exclude yourself (or “Opt-Out”) from the Settlement, you must complete and mail to the Settlement Administrator a written request that includes the following:

- Your full name and address;
- The name of the case: *Gunthert v. Bankers Standard Insurance Company*, Case No. 5:16-CV-00021
- A statement that “I/we request to be excluded from the Settlement in the *Gunthert* action.”; and
- Your signature(s). Your exclusion request must be personally signed by you or your legally authorized representative.

If two or more persons have an ownership interest in a claim, and one or more of them opt out of the Settlement Class, then all such persons shall be deemed to have opted out of the Settlement Class for that claim. You must mail your exclusion request, postmarked no later than **January 19, 2019** to:

Bankers Standard Exclusions
P.O. Box 58220
1500 John F. Kennedy Blvd, Suite C31
Philadelphia, PA 19102

You can't exclude yourself on the phone or by an email. If you don't include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will not be able to sue the Defendant about the claims in this lawsuit.

If you submit an exclusion request and then decide that you would like to opt back into the Settlement Class, you may submit a written notice to the address above rescinding your exclusion request. Any such notice must be postmarked on or before **January 19, 2019**; it must be in writing; it must include your name and address; it must be signed by you or your legally authorized representative, and it must contain a sentence stating: “The undersigned hereby rescinds his/her or their request for exclusion from the Class Settlement Agreement and Release in the *Gunthert* action.” If two or more persons having an ownership interest in a claim have opted out of the Settlement Class, all such persons must rescind the request for exclusion in order for the rescission to be effective.

12. **If I don't exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit against Bankers Standard about diminished value, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. If you do exclude yourself so that you can start or continue your own lawsuit against Bankers Standard, you should talk to your own lawyer soon because your claims may be barred by a statute of limitations. If you properly exclude yourself from the Settlement Class, you will not be bound by any orders or judgments entered in this Action relating to the Settlement Agreement. Remember, the exclusion deadline is **January 19, 2019**.

13. **If I exclude myself, can I still get a payment?**

No. You will not get any money from the Settlement if you exclude yourself.

OBJECTING TO THE SETTLEMENT

14. **How can I tell the Court I do not like the Settlement?**

If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you may object to the proposed Settlement if you think it is unfair, inadequate or unreasonable. A Settlement Class Member may object to the Settlement either on his or her own without an attorney or through an attorney hired at his or her expense. Any objection must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Class Counsel and Defendant’s Counsel, at the addresses set forth below, no later than **January 19, 2019**. Any objection shall contain a caption or title that identifies it as “Objection to Class Settlement in *Gunthert v. Bankers Standard Insurance Company*, Case No. 5:16-CV-00021.” Please note that January 19, 2019 is a Saturday, so if you wish to file an objection with the Court by hand delivery or mail, it must be filed by Friday, January 18, 2019.

The written objection must include: (a) a heading which refers to the Action; (b) the Settlement Class Member’s full name, address, telephone number, and, if represented by counsel, the name, address, and telephone number of his/her counsel; (c) a statement of the objection and the specific reasons why the Settlement Class Member objects to the proposed Settlement; (d) a statement whether the Settlement Class Members intends to appear at the Final Approval Hearing, either personally or through counsel; and (e) the signature of the Settlement Class Member or his/her legally authorized representative.

If the objecting Settlement Class Members intends to appear at the Final Approval Hearing, the written notice must also include (a) a detailed statement of the specific legal and factual bases for each objection being asserted; (b) a list of any and all witnesses the objecting Settlement Class Member may call at the Final Approval Hearing, with the address of each witness and a summary of the proposed testimony; (c) a detailed description of any evidence, with copies of exhibits attached, that the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any papers, briefs, or other documents supporting the objection; (d) the name and case number of all objections to class action settlements made by the objector in the past five (5) years; and (e) a declaration submitted under penalty of perjury that the objector was a Bankers Standard insured with a Georgia home who pursued a covered claim for fire, water, mold, or foundation/structural damage that occurred during the period of time described in the Settlement Class definition or documents reflecting such claim.

Any objection filed with the Court must comply with all applicable laws and rules for filing documents in the Court and must state whether the Settlement Class Members intends to appear at the Final Approval Hearing. A Settlement Class Member or his or her attorney intending to make an appearance at the Final Approval Hearing must: (i) file a notice of appearance with the Court no later than **February 13, 2019**; and (ii) serve a copy of such notice of appearance on all counsel for all Parties.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Defendant’s Counsel no later than **January 19, 2019** at the following addresses:

Court	Class Counsel	Class Counsel
Chambers of Judge Marc T. Treadwell Post Office Box 65 Macon, Georgia 31202	Kopelman Sitton Law Group, LLC Richard Kopelman 5855 Sandy Springs Circle Suite 300 Atlanta, GA 30328	Princenthal & May, LLC Adam P. Princenthal 750 Hammond Drive Building 12, Suite 200 Atlanta, GA 30328
Class Counsel	Class Counsel	Defendant’s Counsel
The Law Office of C. Cooper Knowles C. Cooper Knowles 750 Hammond Drive Building 12, Suite 350 Atlanta, GA 30328	Richardson, Patrick, Westbrook & Brickman, LLC Michael J. Brickman 1037-A Chuck Dawley Blvd. Mt. Pleasant, SC 29464	O’Melveny & Myers LLP Richard Goetz 400 South Hope St Los Angeles, CA 90071
Defendant’s Counsel		
Clyde & Co US LLP Robert Fisher 271 17 th Street NW, Suite 1720 Atlanta, GA 30363		

15. **What is the difference between objecting and excluding myself?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

16. **Do I have a lawyer in the case?**

Yes. The Court has appointed these lawyers and firms as "Class Counsel," meaning that they were appointed to represent all Settlement Class Members: Adam P. Princenthal, C. Cooper Knowles, Clinton W. Sitton, James C. Bradley, Michael J. Brickman, Nina Fields Britt, Kimberly Keevers Palmer, and Richard Kopelman.

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 be paid?**

Class Counsel intends to file a motion on or before February 3, 2019 seeking \$450,000, or twenty percent (20%) of the Settlement Fund, in attorneys' fees and costs. The fees and expenses awarded by the Court will be paid from the Settlement. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that a combined \$10,000 be paid to the two named Plaintiffs, Gerard and Abby Gunthert, who helped the lawyers on behalf of the whole Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement.

18. **When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **March 5, 2019** at the United States District Court for the Middle District of Georgia, before the Honorable Marc T. Treadwell, United States District Judge, in Courtroom A, in the William A. Bootle Federal Building & US Courthouse, 475 Mulberry Street, Macon, GA 31201.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. Judge Treadwell will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. **Do I have to come to the hearing?**

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. **May I speak at the hearing?**

You may ask the Court for permission to speak at the hearing by following the procedure for objections outlined above and in the Settlement Agreement, including the requirement that your objection/request be filed with the Court and served on Class Counsel and Defendants' Counsel no later than **January 19, 2019**. You may not speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

21. **What happens if I do nothing at all?**

If you do nothing, you may get a payment from the Settlement as outlined in paragraph 7 above. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case ever again. If you believe you may be eligible for this Settlement and have not received a notice by US Mail, this may mean the parties do not have an accurate address for you on file, and you might not receive a portion of the settlement even if you are entitled to one. You should contact the Administrator through the Settlement Website, www.BankersStandardInsCoSettlement.com, or by calling 1-877-790-2122 to determine whether you are a Settlement Class Member and to update your address.

GETTING MORE INFORMATION

22. **How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can review a complete copy of the Settlement Agreement and other information at the Settlement Website, www.BankersStandardInsCoSettlement.com. If you have additional questions, you can visit the Settlement Website, www.BankersStandardInsCoSettlement.com. You can also write to the Settlement Administrator by mail or email or call toll-free.

MAIL: Bankers Standard Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

EMAIL: info@BankersStandardInsCoSettlement.com

PHONE: 1-877-790-2122

Updates will be posted at the Settlement Website, www.BankersStandardInsCoSettlement.com, as information about the Settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.