

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

**If you purchased or sold your home in Ohio
between January 25, 1996 and July 1, 2008,
and you paid all or any portion
of the premium for an owner’s policy of title insurance
from Lawyers Title Insurance Corporation
in connection with that transaction,
you could get a payment from a class action settlement.**

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

- There is a Proposed Settlement with Lawyers Title Insurance Corporation (“Lawyers Title” or “Defendant”) in a class action lawsuit pending in the Cuyahoga County Court of Common Pleas.
- Lawyers Title has agreed in a proposed settlement to create a \$6.55 million fund from which claims of Class Members may be paid. Class Members will be entitled to obtain a settlement amount of either \$92.50 or \$185.00, provided they qualify and the required information is timely submitted.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to file your own lawsuit against Lawyers Title regarding the legal claims in this case.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

- 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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 3
1. Why did I get this notice package?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
WHO IS IN THE SETTLEMENT	PAGE 4
5. How do I know if I am part of the Proposed Settlement?	
6. Who may be entitled to benefits under the Proposed Settlement?	
7. Are there exceptions to being included?	
8. I'm still not sure if I am included.	
THE PROPOSED SETTLEMENT BENEFITS -- WHAT YOU GET	PAGE 4
9. What does the Proposed Settlement provide?	
10. How much will my payment be?	
HOW YOU GET A PAYMENT -- SUBMITTING A CLAIM FORM	PAGE 5
11. How can I get a payment?	
12. When would I get my payment?	
13. What am I giving up to get a payment or stay in the Class?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 5
14. How do I opt out of the Proposed Settlement?	
15. If I don't exclude myself, can I sue Lawyers Title for the same thing later?	
16. If I exclude myself, can I get money from this Proposed Settlement?	
THE LAWYERS REPRESENTING YOU	PAGE 6
17. Do I have a lawyer in this case?	
18. How will the lawyers be compensated?	
OBJECTING TO THE PROPOSED SETTLEMENT	PAGE 7
19. How do I tell the Court that I don't like the Proposed Settlement?	
20. What's the difference between objecting and excluding?	
THE COURT'S FAIRNESS HEARING	PAGE 7
21. When and where will the Court decide whether to approve the Proposed Settlement?	
22. Do I have to come to the hearing?	
23. May I speak at the hearing?	
IF YOU DO NOTHING	PAGE 8
24. What happens if I do nothing at all?	
GETTING MORE INFORMATION	PAGE 8
25. Are there more details about the Proposed Settlement?	
26. How do I get more information?	

BASIC INFORMATION

1. Why did I get this notice package?

You have received this Notice because records indicate that you may have paid for title insurance from Lawyers Title in connection with purchasing or selling a home in the State of Ohio since January 25, 1996. Or, you may have requested a copy of this Notice because you read the published Summary Notice and believe that you may be entitled to compensation from the Proposed Settlement.

The Court sent you 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, an administrator appointed by the Court will make a review of whether you are eligible for a payment, and if so, will send the payment that the settlement allows. This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Cuyahoga County Common Pleas Court, and the case is known as *Henderson v. Lawyers Title Insurance Corp.*, Case No. 1:02-cv-460724. The people who sued are called Plaintiffs, and the company they sued, Lawyers Title, is called the Defendant.

2. What is this lawsuit about?

This lawsuit involves charges for title insurance in residential purchase and sale transactions in Ohio. Title insurance is often purchased in connection with such transactions, and the premium charged for the title insurance policy is one of the standard closing costs associated with the transaction. In general terms, title insurance insures against certain defects in title. An “owner’s policy” of title insurance protects the property owner against competing claims of an interest in the property. In residential purchase-sale transactions, the owner’s policy is issued to the buyer of the home. The premium for the policy, however, may be paid by the buyer or it may be split between the buyer and the seller. In either case, the premium would appear as one of the closing costs for the transaction listed on the HUD-1 Settlement Statement prepared in connection with the closing of the transaction.

Title insurance companies such as Lawyers Title are required by law to file the rates they will charge for title insurance with the Ohio Department of Insurance. Once these rates are approved, they are binding on the title insurance company. These so-called “filed rates” provide for certain discounts under specified circumstances, including a discount known as a “Reissue Rate.” A discounted Reissue Rate must be charged where the title insurer is provided information sufficient to identify a prior title insurance policy that had been issued on the same piece of property within ten (10) years of the current purchase-sale transaction, even if the prior title insurance policy was issued by a different title insurance company.

In this lawsuit, Plaintiffs assert that Lawyers Title and/or its agents should have provided Reissue Rate discounts to buyers and sellers of homes whenever a deed appeared within ten years in the chain of title, or that Lawyers Title and/or its agents failed to adequately disclose the potential availability of the discounted rates in order to give buyers and sellers an opportunity to provide information in order to receive the Reissue Rate, and that, as a result, certain buyers and sellers paid too much for title insurance. Lawyers Title has denied these allegations and believes it and its agents fully complied with the applicable Reissue Rate rules, but, without admitting any liability, has decided to settle the action.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Miles and Patricia Henderson), sue on behalf of people who have similar claims. All these people are referred to as the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Cuyahoga County Common Pleas Court Judge Hollie L. Gallagher is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the risks and costs of a trial, and the people affected will get compensation. The Class Representative and the attorneys for the Class think the settlement is best for everyone who is a Class Member.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a class member.

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

For purposes of the Proposed Settlement, the Class consists of all persons who

- (i) paid all or any portion of the premium for an owner's policy of title insurance issued by Lawyers Title directly or through an issuing agent in connection with a residential purchase-sale transaction on property located in Ohio that took place between January 25, 1996 and July 1, 2008 (the "Purchase-Sale Transaction");
- (ii) with respect to the Purchase-Sale Transaction, the "Original" (or non-discounted) Rate, rather than the Reissue (discounted) Rate, was charged for the title insurance policy; and
- (iii) the property which was sold in the Purchase-Sale Transaction was previously acquired and insured by a prior owner's policy of title insurance issued by a licensed title insurance company within ten years of the Purchase-Sale Transaction.

6. Who may be entitled to benefits under the Proposed Settlement?

You could receive benefits under the Class Action Settlement if you are a Class Member as defined in the Settlement Agreement and (1) you purchased or sold residential property in Ohio anytime after January 25, 1996 (the "Purchase-Sale Transaction"), (2) in connection with that Purchase-Sale Transaction you paid all or any portion of the premium for an owner's policy of title insurance issued by Lawyers Title or its agents at the Original Rate, and (3) the seller in the Purchase-Sale Transaction acquired an insured title to the property within the preceding ten years.

Your HUD-1 Settlement Statement or other documents relating to the Purchase-Sale Transaction will reflect whether you may be entitled to receive benefits arising from the Class Action Settlement. The Claim Form, which must be submitted to the Claims Administrator, provides further information as to what is required to obtain the benefits.

7. Are there exceptions to being included?

You are not a Class Member if you are an employee, officer or director of Lawyers Title or any of its subsidiaries or affiliates.

8. I'm 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 call 1-866-535-1627 or visit www.hendersonohiosettlement.com for more information.

THE PROPOSED SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the Proposed Settlement provide?

Lawyers Title has agreed to create a \$6,550,000 fund, from which claims of Class Members who qualify and who timely send in a valid claim form will be paid.

10. How much will my payment be?

Assuming you qualify and you timely submit your claim, your payment will be either \$92.50 or \$185.00, depending on how you submit your claim. Here's how it works:

To receive any kind of payment, you must timely complete, sign, have notarized, and submit the Proof of Claim Form. Also, you must submit with the Proof of Claim form a copy of one of the following things from your Purchase-Sale Transaction (*i.e.*, the transaction in which you purchased or sold property located in Ohio on or after January 25, 1996 in which a Lawyers Title owner's policy of title insurance was issued):

- (i) the HUD-1 Settlement Statement from the Purchase-Sale Transaction demonstrating that a Lawyers Title owner's policy was issued in the Purchase-Sale Transaction; **or**
- (ii) the Lawyers Title owner's policy issued in the Purchase-Sale Transaction; **or**
- (iii) other documentation demonstrating that a Lawyers Title owner's policy was issued in the Purchase-Sale Transaction.

If you complete the steps above, you will be entitled to a Settlement Payment of \$92.50.

To receive a larger settlement amount, you must complete the steps above and **ALSO** timely submit one of the following things showing the purchase of a prior owner's policy of title insurance from the same property within 10 years of the time of the Purchase-Sale Transaction (a "Qualifying Prior Policy"):

- (i) a copy of the Qualifying Prior Policy; **or**
- (ii) a copy of a HUD-1 Settlement Statement or such other reliable documentation from the transaction showing that a Qualifying Prior Policy was issued.

If you complete all of the steps from both sections above, you will be entitled to a Settlement Payment of \$185.00.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

11. How can I get a payment?

To qualify for payment, you must send in a Proof of Claim form. A Proof of Claim form is attached to this Notice. You can also get a claim form on the Internet at www.hendersonohiosettlement.com. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, have it notarized, and mail it postmarked no later than **July 22, 2009**.

12. When would I get my payment?

The Court will hold a hearing on **April 23, 2009**, to decide whether to approve the settlement. If Judge Gallagher approves the settlement after that, there may be appeals. Please be patient.

13. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Lawyers Title about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the claim form, you will agree to a "Release of Claims" in the claim form, which describes exactly the legal claims that you give up by remaining in the Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want keep the right to sue Lawyers Title on your own about the legal issues in this case, then you must take steps to exclude yourself—or, as it is sometimes referred to, "opt out" of the settlement Class.

14. How do I opt out of the Proposed Settlement?

To exclude yourself (or opt out) from the settlement, you must send a letter by mail saying that you want to be excluded from *Henderson v. Lawyers Title*. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **July 22, 2009**, to:

Lawyers Title EXCLUSIONS
c/o Analytics, Incorporated, Claims Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Lawyers Title in the future.

15. If I don't exclude myself, can I sue Lawyers Title for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Lawyers Title for the claims that this settlement resolves. If you have a pending lawsuit against Lawyers Title regarding the rate that was charged, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **July 22, 2009**.

16. If I exclude myself, can I get money from this Proposed Settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money. But, you may sue, continue to sue, or be part of a different lawsuit against Lawyers Title.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms to represent you and other Class Members:

Mark Koberna, Esq.
Sonkin & Koberna Co., L.P.A.
3401 Enterprise Parkway, #400
Cleveland, Ohio 44122

Shannan L. Katz, Esq.
Ulmer & Berne LLP
1660 West Second Street, #1100
Cleveland, Ohio 44113-1448

William Narwold, Esq.
Motley Rice LLC
One Corporate Center
20 Church Street, 17th Floor
Hartford, CT 06103

Mark Packman, Esq.
Gilbert Randolph LLP
1100 New York Avenue, #700
Washington, DC 20005

Together, the lawyers are called Class Counsel. You won't be charged personally for these lawyers, but they will ask the Court to award them a fee to be paid out of the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be compensated?

At the Final Settlement Hearing, Class Counsel may request the Court to award Class Counsel attorneys' fees, costs, and expenses of up to 33.3% of the Total Settlement Fund. The fee requested by Class Counsel would compensate Class Counsel for their efforts in achieving the Proposed Settlement for the benefit of the Class, and for their risk in undertaking this lawsuit. Class Counsel may also ask the Court for a payment of \$5,000 each to the

Class Representatives, Miles Henderson and Patricia Henderson. The Court may award less than these amounts. The fees, expenses and awards approved by the Court will be paid from the Total Settlement Fund.

Lawyers Title has agreed not to oppose an application by Plaintiffs' Attorneys for an award of attorneys fees, costs and expenses up to 33.3% of the Total Settlement Fund, but has reserved its right to object to any request for an award of attorneys' fees, costs or expenses in excess of that amount.

OBJECTING TO THE PROPOSED SETTLEMENT

You can tell the Court that you don't agree with the Proposed Settlement or some part of it.

19. How do I tell the Court that I don't like the Proposed Settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to Henderson v. Lawyers Title. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to these three different places postmarked no later than **April 2, 2009**:

<i>Court</i>	<i>Class Counsel</i>	<i>Defense Counsel</i>
Clerk of Court Cuyahoga County Court of Common Pleas 1200 Ontario St. Cleveland, Ohio 44113-1678	Mark Koberna, Esq. Sonkin & Koberna Co., L.P.A. 3401 Enterprise Parkway Suite 400 Cleveland, Ohio 44122	Mark A. Brown, Esq. Carlton Fields, P.A. 4221 W Boy Scout Blvd Suite 1000 Tampa, FL 33607

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

21. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a Fairness Hearing at **1:00 p.m. on Thursday, April 23, 2009**, at the Cuyahoga County Court of Common Pleas, 1200 Ontario St., Cleveland, Ohio 44113-1678 in Courtroom 16-A. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Gallagher will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Proposed Settlement. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Gallagher may have. You are welcome to 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 mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must first object to the Proposed Settlement, and then send a letter saying that it is your “Notice of Intention to Appear in *Henderson v. Lawyers Title*.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **April 2, 2009**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses on page 7, in question 19. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you’ll get no money from this settlement. But, 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 Lawyers Title about the legal issues in this case.

GETTING MORE INFORMATION

25. Are there more details about the Proposed Settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to

Lawyers Title Settlement
c/o Analytics, Incorporated, Claims Administrator
P.O. Box 2004
Chanhassen, MN 55317-2004

or by visiting www.hendersonohiosettlement.com.

26. How do I get more information?

You can call 1-866-535-1627 toll free; write to Lawyers Title Settlement, c/o Analytics, Incorporated, Claims Administrator, P.O. Box 2004, Chanhassen, MN 55317-2004; or visit the website at www.hendersonohiosettlement.com, where you will find answers to common questions about the settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

DATE: JULY 1, 2008