

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Southern Division**

JOSEPH AND KAREN SOMERVLLE, *et al.*, *

Plaintiffs, *

v. *

Civil Action No.: PJM-19-490

WEST TOWN BANK & TRUST, *

Defendant. *

* * * * *

**DEFENDANT WEST TOWN BANK & TRUST’S
AMENDED ANSWER TO CLASS ACTION COMPLAINT**

Defendant West Town Bank and Trust (“West Town”), through its undersigned counsel, hereby amends its answer to the Class Action Complaint and Demand for Jury Trial (“Complaint”) filed by Plaintiffs Joseph and Karen Somerville, David and Jamie McCranie, Randolph Whitley, Dale and Deborah Wessell, Gilman and Kathleen Hoffman, and Mark and Susan Kline (collectively, “Plaintiffs”), and states as follows:

“INTRODUCTION”

1. West Town admits that Plaintiffs are borrowers who entered into residential mortgage loan transactions with West Town and on information and belief, admits that each loan was secured by residential real property. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

2. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

3. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

4. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

5. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

6. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

7. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Nor is any response required to the opinions and legal conclusions asserted in this paragraph. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

"PARTIES"

8. West Town admits that Plaintiffs have styled their Complaint as a putative class action, but denies that a class of similarly situated persons exists and denies that class certification would be appropriate in this case.

9. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

10. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

11. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

12. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

13. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

14. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

15. West Town admits that it is also known as “West Town Savings Bank.” West Town also admits that it is incorporated under the laws of and headquartered in the State of Illinois. West Town admits that it was engaged in consumer mortgage lending in the State of Maryland and that it is registered to conduct business in Maryland. West Town also admits that it engaged in consumer mortgage lending in other states. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“JURISDICTION AND VENUE”

16. West Town admits that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

17. West Town admits that this Court properly exercises personal jurisdiction over it. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

18. West Town admits that venue is proper in this District pursuant to 28 U.S.C. § 1391(b). To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“FACTUAL ALLEGATIONS FOR INDIVIDUAL AND CLASS RELIEF”

19. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

“The All Star Scheme”

20. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

21. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

22. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

“All Star and Participating Lenders Choose to Use Several Payment Forms and Channels to Conceal the Kickbacks”

23. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

24. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

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34. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

35. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

“All Star and Participating Lenders Form a Cartel to Fix and Charge Borrowers Higher Prices for Title and Settlement Services”

36. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent any response is required, West Town is without sufficient

knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

37. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent any response is required, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

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“All Star and the Participating Lenders Use the U.S. Mail and Interstate Wires to Identify and Lure Borrowers into the All Star Scheme”

44. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

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52. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

“West Town’s Participation in the All Star Scheme Beginning by 2010.”

53. West Town denies the allegations in this paragraph of the Complaint.

54. West Town denies the allegations in this paragraph of the Complaint.

55. West Town admits that it has only employed mortgage brokers licensed by appropriate regulatory agencies. West Town denies the remaining allegations in this paragraph of the Complaint.

“West Town’s participation in the All Star Scheme by and through the West Town Bel Air South Branch.”

56. West Town admits that Casazza and Erickson were employed by West Town as managers at a branch located at 1 Bel Air South Parkway in Bel Air, Maryland beginning some time in 2010 and ending in early 2015.

57. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

58. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, to the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

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61. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

62. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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69. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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73. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town admits that Tran was employed by West Town as loan officer at a branch located at 1 Bel Air South Parkway in Bel Air, Maryland. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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100. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

101. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and AMG Lead Source, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this

paragraph of the Complaint and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

102. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

103. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

104. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To

the extent that this paragraph refers to an alleged transaction between All Star and AMG Lead Source, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

105. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

106. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

107. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements

therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

108. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

109. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

110. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements

therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

111. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

112. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

113. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements

therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

114. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to All Star's alleged use of "Titlehound" software, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

115. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to All Star's alleged conduct, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

116. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to All Star's alleged conduct, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that

any further response is required, West Town denies the allegations in this paragraph of the Complaint.

117. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

118. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

119. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the

extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

120. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

121. West Town denies the allegations in this paragraph of the Complaint.

“West Town’s participation in the All Star Scheme by and through the West Town Abingdon Branch.”

122. West Town admits that Hartman was employed by West Town as a loan originator at a branch located at 2012 Tollgate Road in Bel Air, Maryland in 2011.

123. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under

no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

124. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

125. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

126. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

127. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and AMG Lead Source, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

128. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

129. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and Live Calls Now, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

130. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that

Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

131. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

132. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and Dataman Group, Inc., West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

133. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

134. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and Dataman Group, Inc., West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

135. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

136. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

**“West Town’s participation in the All Star Scheme by and through the
West Town Columbus Branch.”**

137. West Town admits that Yocom was employed by West Town as loan officer at a branch located at 5003 Horizons Drive in Columbus, Ohio in 2011.

138. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and Influence Direct, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

139. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to

an alleged transaction between All Star and Davis Data, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

140. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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142. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies

the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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145. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

146. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and Best Rate Referrals, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

147. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and Best Rate Referrals, West Town is without sufficient knowledge and information to form a belief

as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

148. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and Ohio Capital LLC, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

149. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

150. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any

further response is required, West Town denies the allegations in this paragraph of the Complaint.

“West Town’s participation in the All Star Scheme by and through the West Town South Frederick Branch.”

151. West Town admits that Deibler was employed by West Town as a manager at a branch located at 5340 Spectrum Drive in Frederick, Maryland in 2014.

152. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

153. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to All Star’s alleged used of “Titlehound” software, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

154. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and Camber Marketing Group, Inc., West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

155. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and Camber Marketing Group, Inc., West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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an alleged transaction between All Star and Zillow, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

157. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and Zillow, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

158. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“West Town’s participation in the All Star Scheme by and through the West Town Indianapolis Branch.”

160. West Town admits that Shell was employed by West Town as a loan originator at a branch located at 338 S. Arlington Avenue in Indianapolis, Indiana in 2013.

161. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

162. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph refers to All Star’s alleged used of “Titlehound” software, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the

extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

163. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

164. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that the exhibit referenced was prepared by All Star, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

165. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements

therein. To the extent that the exhibit referenced was prepared by All Star, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

166. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that the exhibit referenced was prepared by All Star, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

167. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

168. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under

no obligation to admit or deny the statements therein. To the extent that the exhibit referenced was prepared by All Star, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

169. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that the exhibit referenced was prepared by All Star, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

170. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that the exhibit referenced was prepared by All Star, West Town is without sufficient knowledge and

information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

171. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and “an unidentified marketing services company” and relies on a document prepared by All Star, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

172. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and “an unidentified marketing services company” and relies on a document prepared by All Star, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

173. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

174. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

175. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“West Town’s participation in the All Star Scheme by and through other various West Town Branches.”

176. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

177. West Town admits that McCabe was employed by West Town as TITLE at a branch located in Crofton in 2011.

178. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and “Best Rate Referrals” and relies on a document prepared by All Star, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

179. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

180. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and "Best Rate Referrals" and relies on a document prepared by All Star, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

181. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

182. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that

Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to an alleged transaction between All Star and “Best Rate Referrals” and relies on a document prepared by All Star, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

183. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

184. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

185. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on

the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

186. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

187. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

188. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

**“FACTUAL ALLEGATIONS RELATED TO
THE INDIVIDUAL CLASS REPRESENTATIVES”**

“Joseph and Karen Somerville, III”

189. This paragraph asserts a legal conclusions and therefore, West Town is under no obligation to admit or deny the statements therein. To the extent a further response is required, West Town admits the allegations in this paragraph of the Complaint.

190. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations regarding Plaintiffs allegedly “being deprived of their choice of title and settlement services provider” and of “kickback-free title and settlement services,” and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

191. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in “sole possession” of Plaintiffs’ HUD-1 Settlement Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

192. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

193. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint and denies that Plaintiffs suffered any damages.

194. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

195. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

196. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on

the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

197. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“David and Jamie McCranie”

198. This paragraph asserts a legal conclusions and therefore, West Town is under no obligation to admit or deny the statements therein. To the extent a further response is required, West Town denies that Jessica Ewing originated Plaintiffs David and Jamie McCranie's loan but admits the remaining allegations in this paragraph of the Complaint.

199. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations regarding Plaintiffs allegedly “being deprived of their choice of title and settlement services provider” and of “kickback-free title and settlement

services,” and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

200. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations regarding All Star, and, therefore, denies the same. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in “sole possession” of Plaintiffs’ HUD-1 Settlement Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

201. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

202. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts

opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint and denies that Plaintiffs suffered any damages.

203. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

204. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

205. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

206. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“Randolph Whitley”

207. This paragraph asserts a legal conclusions and therefore, West Town is under no obligation to admit or deny the statements therein. To the extent a further response is required, West Town admits the allegations in this paragraph of the Complaint.

208. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations regarding the Plaintiffs allegedly “being deprived of their choice of title and settlement services provider” and of “kickback-free title and settlement services,” and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

209. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in “sole possession” of Plaintiffs’ HUD-1 Settlement Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

210. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

211. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

212. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

213. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

214. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on

the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

215. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“Dale and Deborah Wessell”

216. This paragraph asserts a legal conclusions and therefore, West Town is under no obligation to admit or deny the statements therein. To the extent a further response is required, West Town admits the allegations in this paragraph of the Complaint.

217. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations regarding the transaction between All Star and AMG Lead Source and/or Plaintiffs allegedly “being deprived of their choice of title and settlement services provider” and of “kickback-free title and settlement services,” and, therefore, denies the same.

To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

218. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations regarding All Star, and, therefore, denies the same. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in "sole possession" of Plaintiffs' HUD-1 Settlement Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

219. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

220. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is

under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

221. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

222. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

223. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

224. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“Gilman and Kathleen Hoffman”

225. This paragraph asserts a legal conclusions and therefore, West Town is under no obligation to admit or deny the statements therein. To the extent a further response is required, West Town admits the allegations in this paragraph of the Complaint.

226. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations regarding Plaintiffs allegedly “being deprived of their choice of title and settlement services provider” and of “kickback-free title and settlement services,” and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

227. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations regarding All Star, and, therefore, denies the same. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in “sole possession” of Plaintiffs’ HUD-1 Settlement

Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

228. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

229. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint and denies that Plaintiffs suffered any damages.

230. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

231. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

232. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

233. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“Mark and Susan Kline”

234. This paragraph asserts a legal conclusions and therefore, West Town is under no obligation to admit or deny the statements therein. To the extent a further response is required, West Town admits the allegations in this paragraph of the Complaint.

235. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations regarding Plaintiffs allegedly “being deprived of their

choice of title and settlement services provider” and of “kickback-free title and settlement services,” and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

236. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations regarding All Star, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

237. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint and denies that Plaintiffs suffered any damages.

238. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

239. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

240. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

241. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

242. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town further denies the allegations in this paragraph of the Complaint, denies that a class of similarly situated persons exists, denies that any Plaintiff's transaction would be typical of any other Plaintiff's transaction, and denies that class certification would be appropriate in this case.

“FACTUAL ALLEGATIONS RELATED TO LIMITATIONS”

243. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“All Star and West Town Launder Kickbacks through Third Party Marketing Companies and Use Sham Invoice and Payment Records.”

244. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

245. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

246. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“West Town and All Star’s Fraudulent Marketing Representations”

247. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any

further response is required, West Town denies the allegations in this paragraph of the Complaint.

248. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

249. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

250. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“West Town and All Star’s False Allocation of Fees and APR Manipulation”

251. West Town is under no obligation to admit or deny Plaintiffs' statements regarding the Truth in Lending Act (“TILA”) and the legal definition of “APR”, which speak for themselves. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the language of the Act or legal definition of “APR”, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

252. West Town is under no obligation to admit or deny Plaintiffs' statements regarding the Truth in Lending Act ("TILA"), regulations thereto, or the legal definition of "APR", which speak for themselves. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the language of the Act, the regulations, or legal definition of "APR", West Town denies the same. Moreover, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about unnamed "title and service companies and lenders," and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

253. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. Moreover, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

254. West Town is under no obligation to admit or deny Plaintiffs' statements regarding the Truth in Lending Act ("TILA"), regulations thereto, or the legal definition of "APR", which speak for themselves. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the language of the Act, the regulations, or legal definition of "APR", West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

255. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that

Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

256. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

257. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

258. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. To the extent that any

further response is required, West Town denies the allegations in this paragraph of the Complaint.

259. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“False Representations in West Town Borrowers’ Loan Documents”

260. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. West Town denies the remaining allegations in this paragraph of the Complaint.

261. West Town is under no obligation to admit or deny Plaintiffs' statements regarding the 12 C.F.R. § 1024.7(a)-(b), which speaks for itself. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret 12 C.F.R. § 1024.7(a)-(b), West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

262. West Town is under no obligation to admit or deny Plaintiffs' statements regarding the “Good Faith Estimate”, which speaks for itself. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the “Good Faith Estimate”, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

263. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

264. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

265. West Town is under no obligation to admit or deny Plaintiffs' statements regarding the "HUD-1 Settlement Statement" and regulations thereto, which speaks for themselves. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the "HUD-1 Settlement Statement" and regulations thereto, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

266. West Town is under no obligation to admit or deny Plaintiffs' statements regarding the "HUD-1 Settlement Statement" and regulations thereto, which speak for themselves. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the "HUD-1 Settlement Statement" and regulations thereto, West Town denies the same. To the extent that

any further response is required, West Town denies the allegations in this paragraph of the Complaint.

267. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

268. West Town is under no obligation to admit or deny Plaintiffs' statements regarding the "HUD-1 Settlement Statement" and regulations thereto, which speak for themselves. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the "HUD-1 Settlement Statement" and regulations thereto, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

269. West Town is under no obligation to admit or deny Plaintiffs' statements regarding the "HUD-1 Settlement Statement" and regulations thereto, which speak for themselves. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the "HUD-1 Settlement Statement" and regulations thereto, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

270. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. West Town is without sufficient knowledge and information to form a belief

as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

271. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“Plaintiffs’ Reasonable Diligence”

“The Somerville Plaintiffs’ Reasonable Diligence”

272. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs’ notice, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

273. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs’ purported diligence, and, therefore, denies the same.

274. West Town admits that it prepared certain loan documents to be provided Plaintiffs. West Town is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations in this paragraph, and, therefore, denies the same.

275. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiffs' possession, and, therefore, denies the same. West Town admits that it prepared a "Good Faith Estimate" in connection with Plaintiffs' loan application. West Town admits that it is in possession of the "Good Faith Estimate", but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in "sole possession" of Plaintiffs' "Good Faith Estimate". To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

276. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

277. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies

the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

278. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

279. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' beliefs, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

280. Upon information and belief, West Town admits that Plaintiffs participated in the closing of their loan. West Town denies that Plaintiffs "acted diligently" at any time. To the

extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

281. Upon information and belief, West Town admits that Plaintiffs were provided a HUD-1 Settlement Statement by All Star or All Star's agent at closing. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiffs' possession, and, therefore, denies the same. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in "sole possession" of Plaintiffs' HUD-1 Settlement Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

282. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

283. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

284. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

285. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is

under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

286. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' beliefs, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

287. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' post-closing diligence or Plaintiffs' receipt of a letter from Plaintiffs' Counsel, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

288. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' communications with Plaintiffs' Counsel, and,

therefore, denies the same. West Town admits that the Complaint was filed on February 19, 2019. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“The McCranie Plaintiffs’ Reasonable Diligence”

289. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs’ notice, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

290. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs’ purported diligence, and, therefore, denies the same.

291. West Town admits that it prepared certain loan documents to be provided Plaintiffs. West Town is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations in this paragraph, and, therefore, denies the same.

292. To the extent that this paragraph is based on Plaintiffs’ *beliefs*, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiffs’ possession, and, therefore, denies the same. West Town admits that it prepared a “Good Faith Estimate” in connection with Plaintiffs’ loan application. West Town admits that it is in possession of the “Good Faith Estimate”, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in “sole possession” of

Plaintiffs' "Good Faith Estimate". To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

293. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

294. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

295. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same.

West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

296. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' beliefs, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

297. Upon information and belief, West Town admits that Plaintiffs participated in the closing of their loan. West Town denies that Plaintiffs "acted diligently" at any time. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

298. Upon information and belief, West Town admits that Plaintiffs were provided a HUD-1 Settlement Statement by All Star or All Star's agent at closing. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiffs' possession, and, therefore, denies the same. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in "sole possession" of

Plaintiffs' HUD-1 Settlement Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

299. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

300. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's

legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

301. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

302. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the

same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

303. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' beliefs, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

304. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' post-closing diligence or Plaintiffs' receipt of a letter from Plaintiffs' Counsel, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

305. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' communications with Plaintiffs' Counsel, and, therefore, denies the same. West Town admits that the Complaint was filed on February 19, 2019. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“Plaintiff Whitley’s Reasonable Diligence”

306. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is

without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiff's notice, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

307. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiff's purported diligence, and, therefore, denies the same.

308. West Town admits that it prepared certain loan documents to be provided Plaintiffs. West Town is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations in this paragraph, and, therefore, denies the same.

309. To the extent that this paragraph is based on Plaintiff's *beliefs*, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiff's possession, and, therefore, denies the same. West Town admits that it prepared a "Good Faith Estimate" in connection with Plaintiff's loan application. West Town admits that it is in possession of the "Good Faith Estimate", but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in "sole possession" of Plaintiff's "Good Faith Estimate". To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

310. To the extent that this paragraph is based on Plaintiff's *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiff misquotes, mischaracterizes, or misinterprets the document, West Town denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent

that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

311. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiff misquotes, mischaracterizes, or misinterprets the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

312. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiff misquotes, mischaracterizes, or misinterprets the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

313. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiff's beliefs, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

314. Upon information and belief, West Town admits that Plaintiff participated in the closing of his loan. West Town denies that Plaintiff "acted diligently" at any time. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

315. Upon information and belief, West Town admits that Plaintiff was provided a HUD-1 Settlement Statement by All Star or All Star's agent at closing. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiff's possession, and, therefore, denies the same. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in "sole possession" of Plaintiff's HUD-1 Settlement Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

316. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiff's *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts

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317. To the extent that this paragraph is based on Plaintiff's *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiff misquotes, mischaracterizes, or misinterprets the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

318. To the extent that this paragraph is based on Plaintiff's *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that

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319. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiff's *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiff misquotes, mischaracterizes, or misinterprets the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

320. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiff's beliefs, and, therefore, denies the same.

Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

321. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiff's post-closing diligence or Plaintiff's receipt of a letter from Plaintiffs' Counsel, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

322. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiff's communications with Plaintiffs' Counsel, and, therefore, denies the same. West Town admits that the Complaint was filed on February 19, 2019. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“The Wessell Plaintiffs’ Reasonable Diligence”

323. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' notice, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

324. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' purported diligence, and, therefore, denies the same.

325. West Town admits that it prepared certain loan documents to be provided Plaintiffs. West Town is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations in this paragraph, and, therefore, denies the same.

326. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiffs' possession, and, therefore, denies the same. West Town admits that it prepared a "Good Faith Estimate" in connection with Plaintiffs' loan application. West Town admits that it is in possession of the "Good Faith Estimate", but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in "sole possession" of Plaintiffs' "Good Faith Estimate". To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

327. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

331. Upon information and belief, West Town admits that Plaintiffs participated in the closing of their loan. West Town denies that Plaintiffs “acted diligently” at any time. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

332. Upon information and belief, West Town admits that Plaintiffs were provided a HUD-1 Settlement Statement by All Star or All Star’s agent at closing. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiffs’ possession, and, therefore, denies the same. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in “sole possession” of Plaintiffs’ HUD-1 Settlement Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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338. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' post-closing diligence or Plaintiffs' receipt of a letter from Plaintiffs' Counsel, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

339. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' communications with Plaintiffs' Counsel, and, therefore, denies the same. West Town admits that the Complaint was filed on February 19, 2019. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“The Hoffman Plaintiffs’ Reasonable Diligence”

340. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' notice, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

341. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' purported diligence, and, therefore, denies the same.

342. West Town admits that it prepared certain loan documents to be provided Plaintiffs. West Town is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations in this paragraph, and, therefore, denies the same.

343. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiffs' possession, and, therefore, denies the same. West Town admits that it prepared a "Good Faith Estimate" in connection with Plaintiffs' loan application. West Town admits that it is in possession of the "Good Faith Estimate", but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in "sole possession" of Plaintiffs' "Good Faith Estimate". To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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348. Upon information and belief, West Town admits that Plaintiffs participated in the closing of their loan. West Town denies that Plaintiffs "acted diligently" at any time. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

349. Upon information and belief, West Town admits that Plaintiffs were provided a HUD-1 Settlement Statement by All Star or All Star's agent at closing. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiffs' possession, and, therefore, denies the same. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge and information to form a belief as to the truth of the allegation that it is in "sole possession" of Plaintiffs' HUD-1 Settlement Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

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356. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' communications with Plaintiffs' Counsel, and, therefore, denies the same. West Town admits that the Complaint was filed on February 19,

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“The Kline Plaintiffs’ Reasonable Diligence”

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359. West Town admits that it prepared certain loan documents to be provided Plaintiffs. West Town is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations in this paragraph, and, therefore, denies the same.

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365. Upon information and belief, West Town admits that Plaintiffs participated in the closing of their loan. West Town denies that Plaintiffs "acted diligently" at any time. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

366. Upon information and belief, West Town admits that Plaintiffs were provided a HUD-1 Settlement Statement by All Star or All Star's agent at closing. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about what documents are in Plaintiffs' possession, and, therefore, denies the same. West Town admits that it is in possession of the HUD-1 Settlement Statement, but is without sufficient knowledge

and information to form a belief as to the truth of the allegation that it is in “sole possession” of Plaintiffs’ HUD-1 Settlement Statement. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

367. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ allegations based on the Sherman Act. To the extent that this paragraph refers to an exhibit to the Complaint, West Town states that the exhibit speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the exhibit, West Town denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town’s legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

368. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town’s legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

369. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

370. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that this paragraph refers to a document, West Town states that the document speaks for itself and, therefore, no response is required. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret the document, West Town denies the same. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about All Star, and, therefore, denies the same. Moreover, to the extent that this paragraph misstates or mischaracterizes West Town's legal obligations, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

371. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' beliefs, and, therefore, denies the same. Moreover, this paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

372. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' post-closing diligence or Plaintiffs' receipt of a letter from Plaintiffs' Counsel, and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

373. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations about Plaintiffs' communications with Plaintiffs' Counsel, and, therefore, denies the same. West Town admits that the Complaint was filed on February 19, 2019. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“Accrual and Tolling of Limitations”

374. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. Moreover, West Town is under no obligation to admit or deny Plaintiffs' statements regarding 15 U.S.C. § 1, 15 U.S.C. § 15(b), or 18 U.S.C. § 1964, which speaks for themselves. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret 15 U.S.C. § 1, 15 U.S.C. § 15(b), or 18 U.S.C. § 1964, West

Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

375. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. Moreover, West Town is under no obligation to admit or deny Plaintiffs' statements regarding 15 U.S.C. § 1, 15 U.S.C. § 15(b), or 18 U.S.C. § 1964, or *Detrick v. Panalpina*, which speak for themselves. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret 15 U.S.C. § 1, 15 U.S.C. § 15(b), 18 U.S.C. § 1964, or *Detrick*, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

376. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. Moreover, West Town is under no obligation to admit or deny Plaintiffs' statements regarding 15 U.S.C. § 1, 15 U.S.C. § 15(b), or 18 U.S.C. § 1964, which speaks for themselves. To the extent that Plaintiffs misquote, mischaracterize, or misinterpret 15 U.S.C. § 1, 15 U.S.C. § 15(b), or 18 U.S.C. § 1964, West Town denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

377. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

378. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' allegations based on the Sherman Act. To the extent that this paragraph is based on Plaintiffs' *beliefs*, West Town is under no obligation to admit or deny the statements therein. Moreover, this paragraph asserts

opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that a class of similarly situated persons exists, denies that class certification would be appropriate in this case, and denies that any putative class member would be entitled to equitable tolling. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“COUNT I”
“Real Estate Settlement Procedures Act (RESPA)”
“12 U.S.C. § 2607(a)”

379. West Town incorporates the above stated paragraphs as if restated herein.

380. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

381. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

382. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

383. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

384. West Town admits that Plaintiffs have styled their Complaint as a putative class action, but denies that a class of similarly situated persons exists and denies that class

certification would be appropriate in this case. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

385. This paragraph and each subparagraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies that a class of similarly situated persons exists, denies that there exist common questions of law or fact, and denies that class certification would be appropriate in this case.

386. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case and denies that any issue of law or fact predominates over individual issues of law or fact. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

387. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case and denies that any individual Plaintiff's transaction or claim is typical of any other Plaintiff's transaction or claim. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

388. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegation that Plaintiffs will fairly or adequately represent the interests of any putative class and, therefore, denies the same. To the

extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

389. West Town denies that class certification is appropriate in this case. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

390. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

391. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

392. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

393. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

394. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class

certification would be appropriate in this case. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

“COUNT II”
“Violation of the Sherman Act,”
“15 U.S.C. § 1”

395. West Town incorporates the above stated paragraphs as if restated herein.

396. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ claims based on the Sherman Act.

397. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ claims based on the Sherman Act.

398. The Court’s November 19, 2019 Order dismissed with prejudice Plaintiffs’ claims under the Sherman Act. Accordingly, no response is required to Plaintiffs’ claims based on the Sherman Act.

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406. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' claims based on the Sherman Act.

407. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' claims based on the Sherman Act.

408. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' claims based on the Sherman Act.

409. The Court's November 19, 2019 Order dismissed with prejudice Plaintiffs' claims under the Sherman Act. Accordingly, no response is required to Plaintiffs' claims based on the Sherman Act.

“COUNT III”
“Violation of the Racketeer Influenced and Corrupt Organizations Act (RICO)”
“18 U.S.C. § 1692”

410. West Town incorporates the above stated paragraphs as if restated herein.

411. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

412. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

413. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

414. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

415. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

416. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

417. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

418. West Town admits that Plaintiffs have styled their Complaint as a putative class action, but denies that a class of similarly situated persons exists and denies that class certification would be appropriate in this case. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

419. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

420. This paragraph and each subparagraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. To the extent that any further response is required, West Town denies that a class of similarly situated persons exists, denies that there exist common questions of law or fact, and denies that class certification would be appropriate in this case.

421. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case and denies that any issue of law or fact

predominates over individual issue of law or fact. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

422. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case and denies that any individual Plaintiff's transaction or claim is typical of any other Plaintiff's transaction or claim. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

423. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegation that Plaintiffs will fairly or adequately represent the interests of any putative class and, therefore, denies the same. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

424. West Town denies that class certification is appropriate in this case. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

425. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

426. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

427. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town is without sufficient knowledge and information to form a belief as to the truth of the allegations in this paragraph of the Complaint and, therefore, denies the same.

428. This paragraph asserts opinions and legal conclusions. Therefore, West Town is under no obligation to admit or deny the statements therein. West Town denies that class certification would be appropriate in this case. To the extent that any further response is required, West Town denies the allegations in this paragraph of the Complaint.

WHEREFORE, Defendant West Town Bank and Trust respectfully requests that the Class Action Complaint filed by Plaintiffs be dismissed with prejudice, and that West Town be awarded its reasonable attorneys' fees and costs, incurred defending this action, and that West Town be granted such other further relief deemed appropriate by the Court.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations. The statute of limitations for an alleged violation of RESPA, 12 U.S.C. § 2607, is one year from the date of the closing of the loan. Because Plaintiffs' loans closed more than one year before the filing of the Class Action Complaint, Plaintiffs' claims are time-barred.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs are not entitled to relief from the statute of limitations period under the fraudulent concealment and/or equitable tolling doctrine.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

All Star and West Town jointly participated in an informal co-marketing arrangement that is subject to the safe-harbor protections set forth in 12 U.S.C. § 2607(c)(1)(C) (“Nothing in this section shall be construed as prohibiting (1) the payment of a fee . . . (C) by a lender to its duly appointed agent for services actually performed in the making of a loan.”).

Respectfully submitted,

/s/ Brian L. Moffet

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*Attorneys for Defendant
West Town Bank & Trust*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 6, 2020, a copy of the foregoing was served on all counsel of record via this Court's CM/ECF system.

/s/ Brian L. Moffet
Brian L. Moffet