

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

This Notice concerns a proposed class action settlement (“Settlement”) in a lawsuit entitled *Joseph Somerville, III, et al., v. West Town Bank & Trust, a/k/a West Town Savings Bank*, Civil Action No. 8:19-cv-00490-PJM, pending in the U.S. District Court for the District of Maryland (the “Lawsuit”). If you were a borrower or co-borrower on a residential mortgage loan from West Town Bank & Trust (“West Town”) (including either an originated, brokered, or funded loan) that was closed by All Star Title, Inc. (“All Star”), between 1/1/10 and 12/31/15, you may be eligible for benefits under the Settlement.

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS

What is the Lawsuit about? The Plaintiffs in the Lawsuit allege that between 1/1/10 and 12/31/15, All Star paid kickbacks to West Town employees and/or agents in exchange for their agreement to refer loans to All Star for title and settlement services. Plaintiffs allege that West Town received and accepted kickbacks in the form of more than 750,000 U.S. postage stamps and in some instances marketing services and other benefits. Plaintiffs also allege that West Town and All Star agreed to charge borrowers excessive title and settlement service charges on loans originated or brokered by West Town and used the U.S. mail to solicit borrowers for this purpose. West Town disputes the allegations in the Lawsuit and denies that it is or may be liable for any of the claims asserted or for the conduct of those employees and/or agents who allegedly accepted benefits. *The Court has not made any judgment or other determination of the liability of West Town in the Lawsuit.*

Why did I get this Notice? You received this Notice because a Class Action Settlement has been reached in the Lawsuit and because West Town’s records show that you are a potential member of the Settlement Class described below. This Notice is intended to generally describe the nature of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations.

Who is part of the Settlement Class? The Settlement Class includes all individuals in the United States who were borrowers on a loan originated, brokered, or otherwise obtained from West Town for which All Star Title provided a settlement service, as identified in Section 1100 on the HUD-1 or in All Star’s loan processing records, between January 1, 2010 and December 31, 2015. The Settlement Class does not include any person who: (i) during the period of January 1, 2010, through December 31, 2015, was an employee, officer, member and/or agent of West Town, and/or All Star Title, Inc.; (ii) any judicial officer who handles this case, and the immediate family members of such judicial officer(s); or (iii) any person who previously elected to be excluded from the West Town Class.

You are receiving this notice because you are a member of the Settlement Class.

YOU DO NOT NEED TO SUBMIT A CLAIM TO RECEIVE SETTLEMENT BENEFITS UNDER THE SETTLEMENT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION		
SETTLEMENT CLASS MEMBERS NEED NOT MAKE A CLAIM	If the Court gives final approval to the Settlement and after all potential appeals are exhausted (if any are filed), members of the Settlement Class will be eligible to receive the Settlement Benefits (described below) under the Settlement without submitting a claim.	Anticipated payment date: approximately 75 days after the Settlement obtains Final Approval and the approval of the Settlement is upheld on appeal (if any are filed).
IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT, YOU MUST MAIL A REQUEST FOR EXCLUSION BY NO LATER THAN DECEMBER 16, 2022	This is the only option that allows you to retain your rights to independently sue West Town about the claims in this Lawsuit. In order to exclude yourself from the Settlement, you must follow the procedure described below and mail your Request for Exclusion to the Settlement Administrator at West Town – All Star Class Action Litigation, The Casey Group PO Box 201, Lightfoot, VA 23090-0201	The Exclusion Deadline for Requests for Exclusion to be mailed to the Settlement Administrator: December 16, 2022
IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FILE YOUR WRITTEN OBJECTION WITH THE COURT BY NO LATER THAN DECEMBER 16, 2022	You may write to the Court about why you object to (i.e., don’t like) the Settlement and think it should not be approved. You must follow the procedure described below for objecting to the Settlement and file your written objection with the Court at U.S. District Court for the District of Maryland, Southern Division, 6500 Cherrywood Lane, Greenbelt, MD 20770. You must also mail your written objection to Class Counsel, and Counsel for West Town. The address for Class Counsel is: Michael Paul Smith Melissa English Smith, Gildea & Schmidt, LLC 600 Washington Ave, Ste. 200 Towson, MD 21204 The address for West Town’s Counsel is: Brian L. Moffet Miles & Stockbridge, P.C. 100 Light Street Baltimore, MD 21202	The Objection Deadline for the Filing of Objections with the Court: December 16, 2022
IF YOU WISH TO ATTEND THE “FINAL FAIRNESS HEARING” ON THE SETTLEMENT	The Court will hold a “Final Fairness Hearing” to consider the Settlement, Class Counsel’s request for attorneys’ fees and expenses, and the Class Representatives’ request for service awards. You may, but are not required to, speak at the Final Fairness Hearing if you have filed a timely written objection with the Court. If you intend to speak at the Final	Scheduled Date of Final Fairness Hearing: January 18, 2023

	Fairness Hearing, you must include your intention to do so in your written objection.	
IF YOU DO NOTHING AND ARE A MEMBER OF THE SETTLEMENT CLASS	If you do not timely exclude yourself from the Settlement and the Court gives final approval to the Settlement at or after the Final Fairness Hearing, you will not be able to sue West Town for the Released Claims under the Settlement, but you will still be eligible to receive the Settlement Benefits described below.	

These Rights and Options are explained in more detail below.

If you have questions concerning the Settlement, you may contact the Settlement Administrator at: (410) 807-8074 or you can contact Class Counsel for the Settlement at: (410) 821-6705 or mps@sgs-law.com. You may also obtain more information about the Settlement, including a copy of the Settlement Agreement and the Motions and Court Orders relating thereto, through the Settlement Administrator's website at <https://westtownclassaction.com>.

The Court has preliminarily approved the Settlement and will decide later whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and after any appeals, if any are filed, are resolved in favor of the Settlement. **Please be patient.**

You can also access the filings in the Lawsuit through the Court's public access service, known as PACER, which allows users to obtain case and docket information online through the PACER Case Locator at <https://www.pacer.gov/>.

PLEASE DO NOT CALL THE COURT FOR INFORMATION ABOUT THE SETTLEMENT

1. What is this Lawsuit about?

The Plaintiffs in the Lawsuit allege that West Town and All Star Title participated in an alleged referral arrangement, which the Plaintiff contends violated certain federal laws and negatively impacted those borrowers who were referred by West Town to All Star Title for settlement services. Plaintiffs contend that West Town should be held responsible for the conduct of allegedly accepting kickbacks, including U.S. postage stamps, marketing services, and other unlawful benefits, in exchange for an agreement to refer West Town borrowers to All Star. West Town disputes the allegations in the Lawsuit and denies that it may be liable for the conduct of those persons who allegedly accepted benefits as part of the alleged referral arrangement. West Town has agreed to the Settlement solely to avoid the further expense and inconvenience of further proceedings in the Lawsuit and did so without any admission of wrongdoing or liability. *The Court has not made any judgment or other determination of the liability of West Town in the Lawsuit.*

2. What is a class action?

In a class action lawsuit, one or more people called Plaintiffs sue on behalf of others who may have similar claims. A court can certify a class for purposes of settling claims in a lawsuit. That is what has happened in this case.

3. Why is there a Settlement?

To avoid the costs and uncertainties of the Lawsuit, the Plaintiffs, their attorneys, and West Town have agreed to resolve the disputed claims involving West Town in the Lawsuit through a settlement. The Settlement allows for the Settlement Class to receive relief through the benefits provided under the Settlement and described in Section 5 of this notice (once the Settlement becomes final), rather than years from now, if ever, since it is unknown whether the Plaintiffs would succeed in the Lawsuit. In granting preliminary approval to the Settlement, the Court has preliminarily determined that the Settlement is fair and reasonable.

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

The Court has decided that everyone who fits this description is a Settlement Class Member:

All individuals in the United States who were borrowers on a mortgage loan obtained from West Town Bank & Trust, a/k/a West Town Savings Bank, for which All Star Title, Inc., provided a settlement service, as identified in Section 1100 on the borrower's HUD-1 or as appearing in the loan processing records of All Star Title, between January 1, 2010 and December 31, 2015. Exempted from this class is any person who, during the period of January 1, 2010 through December 31, 2015, was: (i) an employee, officer, member and/or agent of West Town Bank & Trust, a/k/a West Town Savings Bank., or All Star Title, Inc.; (ii) any judicial officer who handles this case, and the immediate family members of such judicial officer(s); or (iii) any person who previously elected to be excluded from the West Town Class.

5. What relief does the Settlement provide to the Settlement Class Members?

The Settlement provides that West Town will fund a Common Fund of \$10,000,000. The Common Fund will be administered by a Court-appointed Settlement Administrator.

The Settlement provides for the following Settlement Benefits:

Each Borrower (with their co-borrowers, if any) on a loan originated, brokered, or otherwise obtained by West Town from January 1, 2010 through December 31, 2015, who does not file a timely Request for Exclusion, is eligible to receive a proportionate share of the Common Fund after deductions for payment of the Court-appointed Settlement Administrator, any award of attorneys' fees and expenses approved by the Court, and any Service Awards approved by the Court to the Class Representatives.

At this time, Class Counsel estimates that each Borrower (together with their co-borrowers, if any) will receive approximately \$3,550 in Settlement Benefits. The payment of Settlement Benefits is based upon the Settlement receiving final approval, and such approval being upheld on appeal (if any are filed). Any amount remaining in the Common Fund after the payment of benefits will be returned to West Town.

6. Who represents the Settlement Class in the Lawsuit?

The Settlement Class is represented by Class Representatives, who are Plaintiffs in the Lawsuit. The appointed Settlement Class Representatives are: Joseph and Karen Somerville, III, David and Jamie McCranie, Randolph Whitley, and Mark and Susan Kline.

The Court has also appointed the Plaintiffs' Counsel to serve as Class Counsel for the Settlement Class. Class Counsel for the Settlement Class are: Michael Paul Smith and Melissa L. English of the law firm, Smith, Gildea & Schmidt, LLC, and Timothy F. Maloney and Veronica B. Nannis of the law firm, Joseph, Greenwald & Laake, P.A.

Class Counsel may be contacted as follows: By telephone to: (410) 821-6705 By email to: mps@sgs-law.com

By mail to: Michael Paul Smith, Smith, Gildea & Schmidt, LLC, 600 Washington Avenue, Suite 200, Towson, MD 21204.

7. Will the Settlement Class Representatives receive any compensation for their efforts in bringing this Action?

The Class Representatives will request a service award of up to \$5,000 and collectively \$20,000, for their services and efforts in bringing the Lawsuit. The Court will make the final decision as to the amount to be paid to each of the Class Representatives at or after the Final Fairness Hearing. These payments will be paid from the Common Fund before the payment of Settlement Benefits and will be in addition to the Settlement Benefits available to the Class Representatives.

8. How will Class Counsel be paid?

Class Counsel will ask the Court to give final approval of the Settlement at the Final Fairness Hearing and will also ask the Court for an award of attorneys' fees plus expenses in the amount of Two Million, One Hundred Fifty Thousand Dollars (\$2,150,000). The Court will make the final decision as to the amounts to be paid to Class Counsel at or after the Final Fairness Hearing. This payment will be deducted from the Common Fund before the payment of Settlement Benefits.

9. How do I get paid Settlement Benefits under the Settlement?

If you are a member of the Settlement Class and do not timely exclude yourself from the Settlement, you (and your co-borrower, if any) will be paid the Settlement Benefit described in Section 5 above by the Settlement Administrator from the Common Fund approximately 75 days after the Settlement obtains Final Approval and the approval of the Settlement is upheld on appeal (if any are filed).

10. What do Settlement Class Members give up to obtain relief under the Settlement?

If the Settlement receives final approval, the Court will enter a Final Order and Judgment dismissing the Action "with prejudice" (i.e., meaning that it cannot be filed again).

The Settlement Agreement provides for Class Counsel and West Town's counsel to compile a final Class Member List. Upon the entry of the Final Order and Judgment, the Settlement provides that the Class Representatives, all members of the Settlement Class, as identified on the final Class Member List, who do not timely exclude themselves from the Settlement, and Class Counsel, and all of their respective heirs, executors, personal representatives, successors, and assigns (together "the Releasers"), release, remise, resolve, waive, acquit, and forever discharge West Town and its owners, predecessors, successors, assigns, parents, subsidiaries, affiliates, related entities, and all of its past and present agents, directors, officers, employees, shareholders, insurers, representatives, and attorneys (together "the Releasees") of and from any and all of the Released Claims (as defined below).

"Released Claims" means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that any of the Releasers have, had, and/or may have against any of the Releasees that in any way concern and/or relate to:

(a) the matters alleged and claims asserted in the Litigation and/or claims that could have been alleged therein based on the facts alleged in the complaints filed in the Litigation; (b) the origination of the loans that are the subject of the Settlement; (c) All Star's closing of and/or provision of settlement and/or title services on the loans brokered or originated by West Town that are the subject of the Settlement; (d) the referral of business to All Star by West Town in exchange for money or other valuable consideration; (e) any benefit(s), payment(s), and/or thing(s) of value received by West Town and/or any of its employees, agents, owners, and/or brokers from All Star and/or any of its related or affiliated entities; (f) any benefit(s), payment(s), and/or thing(s) of value received by All Star from West Town and/or any of its owners, employees, agents, and/or brokers and (g) any representation or omission concerning the loans that are the subject of the Settlement or the services provided by All Star (collectively the "Released Claims"). The Parties shall request that this Release be included in the Final Order and Judgment entered in this case.

The Released Claims also extend to the release, waiver and relinquishment, to the fullest extent permitted by law, of the Releasees rights, and benefits under Section 1542 of the California Civil Code, and any law or legal principle of similar effect in any jurisdiction, whether federal or state. Section 1542 of the California Civil Code provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

As part of the Settlement, the Class Representatives, for themselves and all members of the Settlement Class who do not timely exclude themselves from the Settlement, have agreed and acknowledged the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with the release, waivers and relinquishment stated above, the Class Representatives also acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever, all Released Claims with respect to the Releasees and, in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts at a later time.

If you exclude yourself from the Settlement Class, you also will be excluding yourself from the West Town Class that was previously certified on February 11, 2021, if applicable, and you will retain the right to bring a claim against West Town relating to the Released Claims, but you would not have representation provided for you through this lawsuit, and you would be responsible for hiring your own attorney, at your own expense.

11. How do Settlement Class Members exclude themselves from the Settlement?

Any member of the Settlement Class shall have the right to opt-out or exclude themselves from the Settlement Class by sending a written Request for Exclusion from the Settlement Class to the Settlement Administrator at the following address:

Settlement Administrator, West Town – All Star Class Action Litigation, The Casey Group, PO Box 201, Lightfoot, VA 23090-0201

Requests for exclusion must be mailed the Settlement Administrator in a **post-marked envelope no later than the Exclusion Deadline of December 16, 2022, and must be signed by the person requesting exclusion from the Settlement Class and any co-borrower(s) on their West Town loan**. Requests for Exclusion must also include the requestor's full name and current address, the full name and current address of any co-borrower(s) on their West Town

loan, the address of the property which secured their West Town loan, and an affirmation, under penalty of perjury, that the requestor seeking to be excluded from the Settlement Class and their co-borrower(s), if any, wish to opt-out of the Settlement Class and understand that, in doing so, they will not be entitled to any Settlement Benefits under the Settlement.

If you submit a timely and valid Request for Exclusion from the Class, you will not be a part of the Settlement, will not be eligible to receive Settlement Benefits, will not be bound by the Final Order and Judgment entered in the Lawsuit, and will not be precluded from suing on the Released Claims at your own cost.

12. How do I tell the Court that I do not like (object to) the Settlement?

At the date, time, and location stated below, the Court will hold a Final Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and expenses, and service awards to the Class Representatives.

If you have not submitted a timely and valid exclusion request and wish to object to the Settlement, you must file with or mail to the U.S. District Court for the District of Maryland, Southern Division, 6500 Cherrywood Lane, Greenbelt, MD 20770, and also mail to Class Counsel, Michael Paul Smith or Melissa English, Smith, Gildea & Schmidt, LLC, 600 Washington Ave, Ste. 200, Towson, MD 21204, and to West Town's Counsel, Brian L. Moffet, Miles and Stockbridge, P.C., 100 Light Street, Baltimore, MD 21202, a written objection ("Objection") by the **Objection Deadline of December 16, 2022**, that complies with the following requirements. All Objections must be signed by the person(s) making the objection, or an attorney or legal guardian authorized to act on their behalf and must set forth in detail each component of the Settlement to which they object, the reasons for each such objection, and any legal authority that they wish the Court to consider in support thereof. Objections must also include the objector's full name and current address, the full name and current address of any co-borrower(s) on their West Town loan, the address of the property which secured their West Town loan, and an affirmation, under penalty of perjury, that the person on whose behalf the objection is filed and their co-borrower(s), if any, object to the Settlement and intend to appear at the Final Fairness Hearing, at which time their objections will be considered, if not previously withdrawn.

You may, but need not, submit your written objection through an attorney of your choice. If you do make your objection through an attorney, you will be responsible for your own attorneys' fees and costs. Objections filed by attorneys registered for e-filing with this Court on behalf of Settlement Class Members must be filed through the Court's electronic court filing ("ECF") system. An objection filed with the Court via ECF may redact the objector's telephone number or email address, so long as the unredacted version is mailed to Class Counsel, and counsel for West Town.

IF YOU DO NOT TIMELY AND PROPERLY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS TO THE SETTLEMENT AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL FAIRNESS HEARING.

You are not required to appear at the Final Fairness Hearing. But, if you file and mail a timely objection that complies with this paragraph, you may appear at the Final Fairness Hearing, either in person or through an attorney of your own choice hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement, or to the award of attorneys' fees, expenses, and costs or to the service awards to the Plaintiffs.

If you and/or your attorney intend to appear at the Final Fairness Hearing, you must state in your written objection that you and/or your attorney intend to appear and speak at the Final Fairness Hearing.

13. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be a part of the Settlement Class. If you timely exclude yourself, you have no basis to object because the Settlement will no longer affect you.

14. When and where will the Final Fairness Hearing occur?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Class Representatives.

The Final Fairness Hearing will take place at 11:00 am on January 18, 2023 in Courtroom 4C of the United States Courthouse, 6500 Cherrywood Lane, Greenbelt, MD 20770. The Court may elect to hold the Final Fairness Hearing by telephone or through some other virtual means at the same time and date. The hearing may be postponed to a different date, time, or location as may be reflected on the online docket for the Lawsuit accessible through PACER. Please check the Settlement Administrator's website at <https://westtownclassaction.com> for updates about the Settlement generally or the Final Fairness Hearing specifically.

At that hearing, the Court will be available to consider objections concerning the fairness of the Settlement. You may attend, but you do not have to. As described above in Section 12 of this Notice, you may speak at the Final Fairness Hearing only if (a) you have timely filed your written objection with the Court and timely mailed your written objection to Class Counsel and Counsel for West Town and (b) followed the procedures set forth above for notifying the Court and the parties that you intend to speak at the Final Fairness Hearing. If you have requested exclusion from the Settlement, however, you may not speak at the Final Fairness Hearing.

GETTING MORE INFORMATION & UPDATED INFORMATION ABOUT THE SETTLEMENT

To see a copy of the Settlement Agreement (which defines capitalized terms used in this notice and provides a brief summary of what has happened in the Lawsuit), the Court's preliminary approval order, Class Counsel's application for attorneys' fees and costs, the operative complaint filed in the Lawsuit, and other filings regarding the Settlement, please visit the Settlement Website located at: <https://westtownclassaction.com>. Alternatively, you may contact the Settlement Administrator at (410) 807-8074.

The above description of the Lawsuit is general and does not cover all of the issues and proceedings that have occurred in the Lawsuit. In order to see the complete file for the Lawsuit, you may access it online through the PACER system at <http://pacer.psc.uscourts.gov/>. You may also contact Class Counsel by calling (410) 821-6705.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT TO THE COURT.

Dated: November 1, 2022

By: Order of the U.S. District Court
For the District of Maryland
Honorable Peter J. Messitte, Judge
United States District Court