

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION**

JOSEPH AND KAREN SOMERVILLE,
et al.

Plaintiffs,

v.

WEST TOWN BANK & TRUST,

Defendant.

Case No. 8:19-cv-00490-PJM

CLASS ACTION SETTLEMENT AGREEMENT

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Class Action Settlement Agreement

This Class Action Settlement Agreement (the “Agreement”) is made and entered into as of the date of the latest signature to the Agreement (the “Settlement Date”), by and between Joseph and Karen Somerville, III, David and Jamie McCranie, Randolph Whitley, and Mark and Susan Kline (together, the “West Town Plaintiffs” or “Class Representatives”), for themselves and as Representatives of the West Town Class (as certified by the Court’s order entered on February 4, 2021 (ECF No. 90) and amended on February 11, 2021 (ECF No. 93)) and proposed representatives of the Settlement Class defined below, their attorneys, Smith, Gildea & Schmidt, LLC, and Joseph, Greenwald & Laake, P.A. (collectively, “Class Counsel”); and West Town Bank & Trust a/k/a West Town Savings Bank (“West Town”) (collectively, the “Parties”).

RECITALS

WHEREAS, claims have been asserted against West Town in the above-captioned class action lawsuit titled *Joseph Somerville, III, et al., v. West Town Bank & Trust, a/k/a West Town Savings Bank*, in the United States District Court for the District of Maryland, Case No.: 8:19-cv-00490-PJM (the “Litigation”), involving the alleged provision of improper benefits or kickbacks by All Star Title, Inc. (“All Star”) to branch managers, loan officers and/or other employees of West Town in violation of the Real Estate Settlement Procedures Act (“RESPA”) and the Racketeer Influenced and Corrupt Organizations Act (“RICO”) (the “Litigation Claims”);

WHEREAS, the Class Representatives, through their counsel, have conducted a thorough investigation regarding the Litigation Claims including through their discovery of the records of All Star and other persons and entities with which All Star did business, and through their review of information relating to mortgage loans originated or brokered by West Town and closed by All Star between January 1, 2010, and December 31, 2015;

WHEREAS, based on their discovery and investigation of the Litigation Claims and after protracted negotiations between counsel by telephone and electronic mail and the exchange of settlement offers, the Class Representatives and Class Counsel concluded that a settlement with West Town, according to the terms set forth below, is in their best interests and the best interests of the members of the West Town Class;

WHEREAS, while West Town denies the Class Representatives' allegations in the Litigation and denies that it is or may be liable for any of the Litigation Claims, it enters into this Agreement solely to avoid the further expense, inconvenience, and distraction of protracted discovery and further proceedings in the Litigation, and does so without any express or implied admission of fact or liability;

NOW, THEREFORE, the Parties, in consideration of the promises, covenants, and agreements herein described, and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

1. Recitals: The foregoing Recitals and defined terms therein are incorporated in this Agreement.

2. Definitions: In addition to the terms defined in the Recitals, the following terms shall have the meanings set forth below:

2.1 "Appellate Courts" refers to the United States Court of Appeals for the Fourth Circuit and the Supreme Court of the United States.

2.2 The term "CAFA Notice" refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

2.3 The term “Common Fund” refers to the monies that will be funded by West Town, maintained and disbursed by the Settlement Administrator under the terms of this Agreement, and from which the Settlement Benefits, court-approved attorneys’ fees and expenses, settlement administration costs, and Service Awards will be paid.

2.4 The term “Court” refers to the United States District Court for the District of Maryland.

2.5 The term “Effective Date” refers to the date on which the approval of this Settlement reaches Finality.

2.6 The term “Exclusion Deadline” refers to the date established by the Court and to be set forth in the Notice for the receipt by the Settlement Administrator of any Requests for Exclusion.

2.7 The term “Final Fairness Hearing” refers to the hearing at which the Court shall: (a) determine whether to grant final approval to this Settlement; (b) consider any timely objections to this Settlement and all responses thereto; and (c) consider requests for an award of attorneys’ fees and expenses to Class Counsel and for a Service Award to the Class Representatives.

2.8 The term “Finality” refers to such time as: (i) the Court has entered both an order granting final approval of the Settlement under Federal Rule of Civil Procedure 23(e) (“Final Approval Order”) and a final judgment dismissing all claims asserted in the Litigation by the settlement class against West Town with prejudice (the “Final Judgment Order”); and (ii) either (a) no Party or other person has initiated a timely appeal or otherwise sought review of the Court’s Final Approval Order and/or Final Judgment Order or (b) if the Final Approval Order and/or Final Judgment Order are appealed to one or both of the Appellate Courts, the Court’s Final Approval Order and/or Final Judgment Order have been affirmed in their entirety by the Appellate Court of

last resort to which such appeal has been taken, and such affirmance is no longer subject to further appeal or review.

2.9 The term “Judge” refers to any United States District Judge or Magistrate Judge who is now or later assigned to preside over the Litigation while claims are pending against West Town therein.

2.10 The term “Notice” shall mean, collectively, all Court approved communications by which the Settlement Class Members are notified of the Settlement and the Court’s preliminary approval thereof, including those to be mailed by the Settlement Administrator to the Settlement Class Members, substantially in the form of **Exhibit A** to this Agreement.

2.11 The term “Notice Deadline” refers to the Court-established deadline for the mailing of the Notice.

2.12 The term “Objection” refers to the timely and complete filing with the Court of a written objection to the Settlement, which includes all information specified in Section 8 of this Agreement.

2.13 The term “Objection Deadline” refers to the date established by the Court and to be set forth in the Notice for the filing with the Court of any Objections to the Settlement.

2.14 The term “Preliminary Fairness Hearing” refers to the hearing at which the Court shall: (a) determine whether to grant preliminary approval to this Settlement; and, if such approval is granted; (b) approve the Notice and Notice Plan (as set out in Section 11 below) for the Settlement; (c) establish a date for the Final Fairness Hearing; (d) establish the Objection and Exclusion Deadlines; (e) appoint the Settlement Administrator; (f) appoint Class Counsel and Class Representatives for the Settlement Class; and (g) preliminarily enjoin all Settlement Class Members who have not first filed a complete and valid Request for Exclusion by the Exclusion

Deadline from filing or participating in or benefitting from, as class members or named parties, in any separate suit or proceeding asserting any claims, demands, and/or counterclaims with respect to matters released in Section 15 of this Agreement.

2.15 The term “Releasees” shall have the meaning set forth in Section 15 of this Agreement.

2.16 The term “Releasers” shall have the meaning set forth in Section 15 of this Agreement.

2.17 The term “Request for Exclusion” refers to a complete written request to be excluded from both the West Town Class and the Settlement Class that includes all information specified in Section 9 of this Agreement and is received by the Settlement Administrator on or before the Exclusion Deadline set by the Court.

2.18 The term “Service Award” refers to a Court-approved award to the Class Representatives, pursuant to Section 12 of this Agreement.

2.19 The term “Settlement” refers to the settlement, release, and final dismissal of claims contemplated by this Agreement.

2.20 The term “Settlement Administrator” refers to the entity engaged to send the Notice of the Settlement, create and maintain the Common Fund, disburse payments to Settlement Class Members, Class Counsel and the Class Representatives from the Common Fund, and maintain a website and call center relating to the Settlement.

2.21 The term “Settlement Benefits” refers to the benefits to be remitted under the terms of this Agreement to Settlement Class Members as detailed in Section 7 of this Agreement.

2.22 The term “Settlement Class” refers to the West Town Class certified by the Court in its Order entered on February 4, 2021 (ECF No. 90) and amended on February 11, 2021 (ECF

No. 93) and modified as follows: 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 are (i) any person who, during the period of January 1, 2010 through December 31, 2015, was 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); and/or (iii) any person who elected to be excluded from the West Town Class and the Litigation in accordance with the Court's November 23, 2021 Order, approving the class notice and notice plan (ECF No. 122). The members of the Settlement Class have been identified by the Parties and will be identified with particularity on the final Class Member List as detailed in Section 5 of this Agreement.

2.23 The terms "Settlement Class Member" or "Settlement Class Members" refer to members of the Settlement Class.

2.24 References to a person or entity under this Agreement include their permitted heirs, personal representatives, executors, affiliates, successors, and assigns.

2.25 Whenever the words "include," "includes," or "including" are used in this Agreement, they shall not be limiting, but rather shall be deemed to be followed by the words "without limitation."

3. Conditional Nature of Agreement: This Agreement and the Settlement contemplated hereby are expressly conditioned upon all of the following, which the Parties agree are each material conditions precedent to the payment of Settlement Benefits to Settlement Class

Members, the payment of any Court-awarded Service Awards, and the payment of any Court-awarded fees and expenses to Class Counsel under this Agreement:

3.1 The Class Representatives' filing with the Court a Motion for Preliminary Approval of the Settlement and Conditional Certification of a Settlement Class;

3.2 The Court's issuance of an Order: (i) granting the Motion referenced in the preceding subsection; (ii) preliminarily approving the Settlement without any modifications not mutually agreed to by Class Representatives and West Town; (iii) conditionally certifying the Settlement Class identified in this Agreement under Federal Rules of Civil Procedure 23(b)(3) and 23(e), for settlement purposes only; (iv) approving the proposed Notice and the Notice Plan; (v) appointing the Settlement Administrator; (vi) establishing deadlines and requirements for the filing of Objections to the Settlement; (vii) establishing deadlines and requirements for the filing of Requests for Exclusion; (viii) establishing a date for the Final Fairness Hearing; and (x) preliminarily enjoining Settlement Class Members who do not file complete and valid Requests for Exclusion by the Exclusion Deadline from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters released in Section 15 of this Agreement;

3.3 The mailing of the approved Notice to the Settlement Class;

3.4 The expiration of the Objection Deadline and Exclusion Deadline;

3.5 That no more than 5% of the Settlement Class files complete and valid Requests for Exclusion by the Exclusion Deadline, or, if more than 5% of the Settlement Class files complete and valid Requests for Exclusion by the Exclusion Deadline, that West Town elects, at its option, within fifteen (15) days after the Exclusion Deadline, to proceed with the Settlement ;

3.6 That the Parties compiled the final Class Member List and stipulated that the loans listed on the Class Member List constitute all of the loans in the Settlement Class, and the borrowers on these loans are the Settlement Class Members to whom Notice shall be directed;

3.7 The Class Representatives filing with the Court a Motion for Final Approval of the Settlement and Entry of Final Judgment dismissing with prejudice all Litigation Claims of the Settlement Class asserted in the Litigation against West Town;

3.8 The Court's holding of the Final Fairness Hearing and issuing an Order: (a) disposing of any objections to the Settlement; (b) granting the Motion referenced in the preceding subsection; (c) granting final approval without any modification to the Settlement not mutually agreed to by Class Representatives and West Town and the release of claims set forth in Section 15 of this Agreement by the Class Representatives, on behalf of themselves and all Settlement Class Members who did not file complete and valid Requests for Exclusion by the Exclusion Deadline; (d) issuing a Final Judgment Order which dismisses with prejudice all Litigation Claims of the Settlement Class asserted in the Litigation against West Town by the Class Representatives, on behalf of themselves and all Settlement Class Members who did not file a complete and valid Request for Exclusion; and (e) permanently enjoining all Settlement Class Members who did not file complete and valid Requests for Exclusion by the Exclusion Deadline from filing, participating in, or receiving benefits from any separate suit or any claims, demands, and/or counterclaims with respect to matters released in Section 15 of this Agreement;

3.9 The filing of a Motion for Fees and Expenses to Class Counsel and a Petition for Service Awards to the Class Representatives, consistent with the terms of this Agreement;

3.10 The Court's issuance of an Order awarding Class Counsel's fees and expenses and the Class Representatives' Service Awards; and

3.11 The Final Approval Order and Final Judgment Order reaching Finality.

Should any of these conditions not be met, the Parties agree that the Settlement and the terms of this Agreement shall terminate and be deemed null and void, except for Sections 14, 16.1, and 16.3 hereof, which will survive the termination of this Agreement.

4. Cooperation by the Parties: The Parties and their counsel agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the terms and conditions of this Agreement. The Parties and their counsel further agree to support the Final Approval of this Agreement and the Settlement, including against any appeal of the Final Approval and Final Judgment Orders and any collateral attack on the Settlement or the Final Approval and Final Judgment Orders.

5. Class Member List.

5.1 The Parties identified 2,195 loans originated or brokered by West Town that were closed through All Star between January 1, 2010, and December 31, 2015 and the borrowers on these loans did not previously elect to be excluded from the West Town Class and the Litigation in accordance with the Court's November 23, 2021 Order (ECF No. 122). Class Counsel will identify the final Class Member List on or before the mailing of the Mailed Notice, provided that nothing shall preclude the Parties or the Settlement Administrator from asserting, prior to issuance of the Final Approval Order, that any person identified on the Class Member List is not eligible to be a member of the Settlement Class.

5.2 The Parties agree and stipulate that the final Class Member List will include all of the potentially eligible members of the Settlement Class. None of the Parties is currently aware of any potentially eligible Settlement Class Member that have not yet been identified for inclusion on the final Class Member List.

6. Common Fund:

6.1 The Common Fund shall total \$10,000,000.00. The Common Fund shall be maintained in an interest-bearing account.

6.2 Within fourteen (14) days after the entry of the Preliminary Approval Order, \$30,000.00 of the Common Fund (the “Escrowed Funds”) shall be paid by West Town into a Common Fund account maintained by the Settlement Administrator to be used toward payment of the Settlement Administrator's fees, with the balance to be distributed in accordance with the Final Approval Order and Final Judgment Order. The Escrowed Funds are nonrefundable to West Town, provided that, in the event this Agreement or the Settlement is terminated or not approved, the balance of the Escrowed Funds, if any remains after payment of accrued Settlement Administrator's fees and expenses, will be refunded to West Town.

6.3 Within twenty-one (21) days after Finality, West Town shall remit to the Settlement Administrator the balance of the Common Fund—the remaining \$9,970,000.00—into the Common Fund to fully fund the Settlement Benefits to the Settlement Class Members and other fees and expenses. The money in the Common Fund shall be maintained to pay all amounts due in accordance with the terms of the Settlement, as approved by the Court. Funds shall only be disbursed from the Common Fund as provided for under the terms of this Agreement and approved by the Court.

6.4 West Town shall not be responsible or liable for paying any amounts of money for Settlement Benefits, Class Representatives’ Service Awards, Class Counsel's award of fees, expenses, and costs, the Settlement Administrator's fees, or any other costs, fees, expenses, or awards related to the Settlement outside of or in addition to the \$10,000,000.00 Common Fund.

6.5 Any funds remaining in the Common Fund account more than three hundred (300) days after Finality shall be remitted by the Settlement Administrator to West Town with interest earned on the Common Fund.

7. Settlement Benefits:

7.1 Adjustments to the Common Fund. The following adjustments shall be made to and subtracted from the Common Fund:

- (a) Payment to the Settlement Administrator in such amount as required for the administration of the settlement, in accordance with Section 6.2 of this Agreement;
- (b) Payment of Class Counsel's fees, expenses and costs in such amount as may be allowed and approved by the Court, but not to exceed the maximum amount set forth in Section 13 of this Agreement; and
- (c) Payment of Class Representatives' Service Awards as may be allowed and approved by the Court, but not to exceed the maximum amount set forth in Section 12 of this Agreement;

7.2 Within forty-five (45) days after Finality, the Settlement Administrator shall issue checks from the Common Fund, less the adjustments set forth in Paragraph 7.1, which will be distributed to those Settlement Class Members who did not file a complete and valid Request for Exclusion by the Exclusion Deadline. Each of these Settlement Class Members shall receive by check a proportionate share of the Common Fund remaining after the deductions provided for in Section 7.1 of this Agreement. The formula for distribution shall be the Common Fund less the costs of administration of the settlement and any court-approved awards of attorneys' fees, costs,

expenses, and Service Awards, divided by the number of members of the Settlement Class who did not file a complete and valid Request for Exclusion by the Exclusion Deadline.

7.3 To the extent that there is more than one borrower on a loan subject to this Settlement, the co-borrowers shall be deemed to be one Settlement Class Member and Settlement Benefits shall be paid by check payable jointly to the co-borrowers on such loan.

7.4 The Settlement Administrator shall mail Settlement Benefits checks by first-class mail to the attention of the borrower and any co-borrower(s) at the last known address available for the primary borrower.

7.5 On receipt of a joint Settlement Benefits check, any co-borrower(s) may contact the Settlement Administrator and request that the Settlement Benefits be split evenly between each co-borrower, and Settlement Benefit checks reissued in that amount to each co-borrower. On notice of a deceased Settlement Class Member with a surviving co-borrower, the Settlement Administrator shall distribute the Settlement Benefits to the surviving co-borrower and reissue the check in that amount to the surviving Settlement Class Member. On notice of a deceased Settlement Class Member with no co-borrower, the Settlement Administrator shall reissue Settlement Benefits to the estate of the deceased Settlement Class Member, if an estate was opened.

7.6 Settlement Benefits checks shall be notated as void after ninety (90) days from the date thereof. If a Settlement Benefits check remains un-negotiated after one hundred (100) days from the date of the check, the Settlement Administrator shall undertake an updated address verification for the primary borrower, and, if that address is different than the address to which the Settlement Benefits were initially mailed, the Settlement Administrator shall stop payment on the uncashed Settlement Benefits check, issue a replacement Settlement Benefits check to the primary

borrower, and mail the replacement Settlement Benefits check by first-class mail to the updated address for the primary borrower.

8. Right to Object to the Settlement: Any Settlement Class Member shall have the right to object to the Settlement by filing a written objection with the Court at the address listed in the Notice and by mailing a copy thereof to each of the Parties' counsel, not later than the Objections Deadline established by the Court, which shall not be more than forty-five (45) days after the date the Notice is mailed to the Settlement Class, or as otherwise ordered by the Court. All Objections must be personally signed by the person(s) making the objection, or a 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 evidence or 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 the loan originated or brokered by West Town, the address of the property which secured the 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. If the person on whose behalf the objection is filed, or an attorney or legal guardian authorized to act on their behalf, intends to appear at the Final Fairness Hearing, the Objection must so state. Objections will be considered at the Final Fairness Hearing, if not previously withdrawn.

9. Right to be Excluded (Opt-Out) from the Settlement: Any Settlement Class Member shall have the right to opt-out of the Settlement Class, which also will result in opting out of the West Town Class, if applicable, by sending a written Request for Exclusion from the Settlement Class to the Settlement Administrator at the address listed in the Notice, which must be received by the Settlement Administrator no later than the Exclusion Deadline set by the Court,

which shall not be more than forty-five (45) days after the date the Notice is mailed to the Settlement Class, or as otherwise ordered by the Court. Requests for Exclusion must be personally signed by the person requesting exclusion from the Settlement Class and any co-borrower(s) on their loan, and must include the requestor's full name and current address, the full name and current address of any co-borrower(s) on their loan, the address of the property which secured their 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 also will be opting out of the West Town Class, if applicable, and will not be entitled to any Settlement Benefits under the Settlement. For any loan that is subject to this Settlement for which there is more than one borrower, any request for exclusion must be signed by each borrower or it will not be sufficient to remove that loan and all of its co-borrowers from the Settlement Class.

10. Settlement Administrator:

10.1 The Parties agree that the Settlement Administrator shall be The Casey Group, Ltd., subject to approval and appointment by the Court.

10.2 The Settlement Administrator will be retained by Class Counsel and paid from the Escrowed Funds, pursuant to Section 6.2 of this Agreement.

10.3 The Settlement Administrator shall be responsible for administering the Settlement, including:

- (a) sending Notice to all Settlement Class Members pursuant to Section 11 of this Agreement;
- (b) preparing reports regarding the Notice, as directed by the Parties' counsel and the Court;

- (c) accepting and reporting on Requests for Exclusion received by the Exclusion Deadline;
- (d) establishing and maintaining a website and call center relating to the Settlement;
- (e) opening an interest-bearing account for the deposit of the Common Fund, at a federally-insured depository institution with a branch in the District of Maryland and remitting payments from the Common Fund for Settlement Benefits payable to eligible Settlement Class Members, the court-approved Service Awards to Class Representatives, and the court-approved Class Counsel's fees and expenses to Class Counsel and reissuing Settlement Benefits checks as provided herein;
- (f) issuing 1099s to Settlement Class Members, Class Representatives, and Class Counsel and complying with all applicable tax laws relating to settlement funds administered by the Settlement Administrator; and
- (g) such other duties as directed by Class Counsel, provided that any modification of the duties referenced in this Section must be agreed by all Parties.

10.3 West Town hereby consents to the release by the Class Representatives and Class Counsel to the Settlement Administrator of the names, addresses, social security numbers, and closing cost information for Settlement Class Members solely for the purposes of fulfilling the Settlement Administrator's duties under this Agreement, which information shall be maintained as confidential by the Settlement Administrator and shall be destroyed by the Settlement Administrator at the conclusion of its duties.

11. Notice of the Settlement:

11.1 Notice of the Settlement shall be provided through a Court-approved Notice Plan which shall include the mailing of the Notice to the Settlement Class Members and postings on the Settlement Website as set forth in this Settlement.

11.2 As soon as practicable after the Preliminary Approval of the Settlement, but not later than twenty-one (21) days following entry of the Preliminary Approval Order, the Settlement Administrator shall mail to the Class Members a Court-approved Notice substantially in the form attached as **Exhibit A**.

11.3 The Mailed Notice shall be sent by first-class mail to the Class Member's last known address reflected on the final Class Member List. If there is more than one borrower on a subject loan and the co-borrowers have the same last known address, the Mailed Notice will be mailed to the co-borrowers' shared last known address. If there is more than one borrower on a subject loan and the co-borrowers have different last known addresses, separate Mailed Notices will be mailed to each co-borrower's last known address.

11.4 The Settlement Administrator shall also establish and maintain a website relating to the Settlement (the "Settlement Website") on which it will post copies of the Mailed Notice, the Complaint in the Litigation, and, following their issuance, the Preliminary Approval Order, and the Final Approval and Final Judgment Orders pertaining to this Settlement, as well as contact information for Class Counsel, the Settlement Administrator and its call center. The Settlement Website shall be established not later than twenty-one (21) days after the issuance of the Preliminary Approval Order and will remain active for two hundred (200) days after the Settlement reaches Finality, unless this Agreement terminates earlier.

11.5 All costs associated with the Mailed Notice and Settlement Website shall be paid from the Escrowed Funds pursuant to Section 6.2 of this Agreement.

12. Class Representatives' Service Award: The Class Representatives shall have the right to petition the Court, no later than twenty-one (21) days before the Final Fairness Hearing, for Service Awards not to exceed Five Thousand (\$5,000) for (i) John and Karen Somerville, III, combined; (ii) Mark and Susan Kline, combined; (iii) David and Janie McCranie, combined, and (iv) for Randolph Whitley. While West Town has no obligation to support any such Petition, West Town agrees not to object to a Petition for Service Awards filed by the Class Representatives, provided that it is consistent with this Section. Any Service Awards to the Class Representatives approved by the Court shall be paid from the Common Fund as provided for in Section 7.1 and shall be in addition to the Settlement Benefits payable to the Class Representatives. Each Class Representative receiving a Service Award will provide the Settlement Administrator with a completed Form W-9.

13. Class Counsel's Attorneys' Fees and Expenses:

13.1 Class Counsel shall have the right to move, no later than twenty-one (21) days before the Final Fairness Hearing, for approval of an award of attorneys' fees in the amount equal to \$1,990,000, plus an additional \$160,000 for expenses and other costs incurred in the prosecution and settlement of the Litigation Claims, all of which are to be paid from the Common Fund. While West Town has no obligation to support Class Counsel's Motion for Fees and Expenses, West Town agrees not to object to any such Motion if Class Counsel seeks an award equal to the amounts identified in this Section.

13.2 No check for the payment of Court-awarded attorneys' fees, costs, and expenses will be issued until Class Counsel provides signed and completed Form W-9s (current as of the date of payment) to the Settlement Administrator.

13.3 Approval by the Court of Class Counsel's Motion for Fees and Expenses shall not be a precondition to approval of the Settlement or entry of the Final Approval Order or Final Judgment Order in accordance with this Agreement. Class Representatives and Class Counsel may not cancel or terminate the Settlement based on the Court's or any Appellate Courts' ruling with respect to fees, expenses and disbursements. Any appeal relating to Class Counsel's Motion for Fees and Expenses will not affect the finality of the Settlement, the entry of the Final Approval Order or Final Judgment Order, or the release provided herein. Class Counsel's Motion for Fees and Expenses may be considered separately from the Settlement.

14. Restoration of Rights, Claims, and Defenses in the Event of Non-Approval: In the event that the Settlement under this Agreement does not receive Preliminary and/or Final Approval by the Court, or in the event that the Orders of the Court approving the Settlement do not reach Finality, this Agreement shall terminate and be deemed null and void, and all negotiations, filings, documents, orders, and proceedings relating thereto shall not be discoverable or admissible in the Litigation or otherwise, and the termination of the Settlement shall be without prejudice to the rights of the Parties hereto, who shall be restored to their respective positions and retain all of their rights and defenses existing as of August 11, 2022. For the avoidance of doubt, if the Common Fund has been funded, and the orders of the Court approving the Settlement do not reach Finality or the Settlement is otherwise terminated, any funds remaining in the Common Fund, with the exception of any of the Escrowed Funds that were expended for the fees and costs

of the Settlement Administrator but not paid, shall be remitted by the Settlement Administrator to West Town. This provision will survive termination of this Agreement.

15. Release, Waiver, and Covenant Not to Sue:

15.1 In consideration of the Settlement Benefits and other payments specified in this Agreement, and for other good and valuable consideration, the Class Representatives, for themselves and all members of the Settlement Class 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, parent corporations, 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).

15.2 The term “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 Complaint 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"), provided, however, that the foregoing release shall not affect or otherwise impair or release West Town's obligations under this Agreement. The Parties shall request that this Release be included in the Final Approval Order entered in this case.

15.3 The Class Representatives, for themselves and the Settlement Class Members, agree and covenant not to sue any of the Releasees with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum, except for claims to enforce this Agreement.

15.4 Without limiting the foregoing, the Released Claims specifically extend to claims that the Releasees do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective. This Section includes, *inter alia*, a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN

BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Class Representatives for themselves and the Settlement Class Members understand and acknowledge 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 such waivers and relinquishment, the Class Representatives and the Settlement Class Members 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.

15.5 Specifically excluded from this Release are any claims or causes of actions of any nature whatsoever by any member of the Settlement Class who timely excludes themselves from the Settlement and in turn, from the Settlement Class and the West Town Class.

16. Miscellaneous:

16.1 This Agreement and the Settlement, whether or not granted final approval and whether or not a final judgment is entered, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by West Town, or of the truth of any of the claims or allegations made in the Litigation. This provision will survive termination of this Agreement.

16.2 West Town shall be responsible for serving the requisite CAFA Notices to the applicable officials within ten (10) days after the filing of the Preliminary Approval Motion. No

later than 10 days before the deadline for filing the Motion for Final Approval West Town shall notify Class Counsel of any response to its CAFA Notices.

16.3 Class Counsel shall maintain in confidence and shall not produce to persons or entities who are not a party to this Agreement, personal, confidential, and financial information relating to Settlement Class Members now or hereafter acquired by them absent a specific Court order requiring the production of information, after using their best efforts to resist the production thereof, and then only if such information is redacted to the extent feasible. This obligation shall survive the termination of this Agreement.

16.4 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement.

16.5 This Agreement shall be governed by and interpreted according to the laws of the State of Maryland, without regard to its choice of law or conflict of laws principles, except as to federal law relating to class action settlements under Fed. R. Civ. Proc. 23.

16.6 This Agreement constitutes the entire agreement among the Parties pertaining to the settlement of the action and supersedes any and all prior and contemporaneous undertakings in connection therewith.

16.7 This Agreement may be modified or amended only by a writing executed by the Class Representatives, Class Counsel, and West Town, and approved by the Court. Neither the Class Representatives nor West Town shall be obligated to accept any modification of this Settlement proposed by the Court or by anyone else.

16.8 Neither West Town, nor the Class Representatives or Class Counsel, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

16.9 Where this Agreement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by a letter sent by overnight delivery to the following persons:

If to West Town:	Brian Moffet Miles & Stockbridge, PC 100 Light Street Baltimore, MD 21202
If to Class Counsel or to the Class Representatives:	Michael Paul Smith Melissa L. English Smith, Gildea & Schmidt, LLC 600 Washington Avenue Suite 200 Towson, MD 21204
	Timothy F. Maloney Veronica B. Nannis Joseph, Greenwald & Laake, P.A. 6404 Ivy Lane Suite 400 Greenbelt, MD 20770

16.10 The Parties have carefully and fully read this document and discussed it with their respective attorneys or have been given the opportunity to do so; they understand all terms and conditions of this Agreement; they accept and execute this Agreement as their own free and voluntary act, and with the intent and capacity to be legally bound.

16.11 This Agreement may be executed in multiple identical counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts. Signatures may be originals, or

facsimile or scanned copies. This Agreement may be executed by the Parties using a nationally recognized electronic signature vendor, such as Docu-Sign and/or Hello Sign.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

WITNESS OR ATTEST:

Date

Joseph Somerville, III

Date

Karen Somerville

Date

Mark Kline

Date

Susan Kline

Date

David McCranie

Date

Janie McCranie

Date

Randolph Whitley

SMITH, GILDEA & SCHMIDT, LLC

Date

By: _____
Michael Paul Smith, Authorized Member

JOSEPH GREENWALD AND LAAKE, P.A.

Date

By: _____
Timothy F. Maloney, Authorized Member

WEST TOWN BANK & TRUST

Date

By: _____
Eric Bergevin, President