

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

**TRACIE PARKER DOBBINS, *et al.***

Plaintiffs,

v.

**BANK OF AMERICA N.A., *et al.***

Defendant.

Case No.: SAG-17-0540

**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 Tracie Parker Dobbins and Gladys Parker (together, the “BOA Plaintiffs” or “Class Representatives”), for themselves and as proposed representatives on behalf of the Settlement Class defined below; their attorneys, Smith, Gildea & Schmidt, LLC, and Joseph, Greenwald & Laake, P.A. (collectively, the “Plaintiffs’ Counsel”); and Bank of America, N.A., (“BOA”) (all parties collectively, the “Parties”).

### **RECITALS**

WHEREAS, claims have been asserted against BOA (the “Litigation Claims”) in the above-captioned putative class action lawsuit titled *Tracie Parker Dobbins, et al. v. Bank of America, N.A.*, in the United States District Court for the District of Maryland, Case No.: SAG-17-0540 (the “Litigation”), involving the alleged provision of improper benefits or kickbacks by Genuine Title, LLC (“Genuine Title”), to BOA, in exchange for the referral of BOA borrowers to Genuine Title for the settlement of their mortgage loans (the “Alleged Referral Scheme”);

WHEREAS, the BOA Plaintiffs, through their counsel, have conducted a thorough investigation regarding the Litigation Claims through their review of information relating to BOA mortgage loans closed by Genuine Title between January 1, 2009 and December 31, 2014 and engaging in formal discovery, including providing Initial Disclosures, answering written Interrogatories, providing documents in response to Requests for Production of Documents, and sitting for Depositions;

WHEREAS, based on their discovery and investigation of such claims, and after mediation with the Honorable Timothy J. Sullivan, the BOA Plaintiffs and their counsel concluded that a

settlement with BOA, according to the terms set forth below, is in their best interests and the best interests of the members of the proposed Settlement Class;

WHEREAS, while BOA denies Plaintiffs' 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 additional 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 BOA, maintained and disbursed by the Settlement Administrator under the terms of this Agreement, and from which the Settlement Benefits, attorneys' fees/expenses award, and Class Representative 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 the Plaintiffs’ 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 BOA 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 BOA 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 7 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 10, 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; and (f) 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 14 of this Agreement.

2.15 The term “Releasees” shall have the meaning set forth in Section 14 of this Agreement.

2.16 The term “Releasors” shall have the meaning set forth in Section 14 of this Agreement.

2.17 The term “Request for Exclusion” refers to a complete written request to be excluded from the Settlement Class that includes all information specified in Section 8 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 11 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 6 of this Agreement.

2.22 The term “Settlement Class” refers to all individuals in the United States who were borrowers on a federally related mortgage loan (as defined under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2602) originated or brokered by Bank of America, N.A., for which Genuine Title provided a settlement service, as identified in Section 1100 on the HUD-1, between January 1, 2009 and December 31, 2014. Exempted from this class is any person who, during the

period of January 1, 2009 through December 31, 2014, was an employee, officer, member, and/or agent of Bank of America, N.A., Genuine Title, LLC, and/or Competitive Advantage Media Group, LLC; any judicial officer who handles this case, and the immediate family members of such judicial officer(s); and/or any persons who submit a complete and valid Request for Exclusion by the Exclusion Deadline.

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 Award, and the payment of any Court-awarded fees and expenses to Plaintiffs’ Counsel under this Agreement:

3.1 The proposed Class Representatives’ filing with the Court of a Motion for Preliminary Approval of the Settlement, 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 BOA; (iii) approving the proposed Notice and the Notice Plan; (iv) appointing the Settlement Administrator; (v) establishing deadlines and



requirements for the filing of Objections to the Settlement; (vi) establishing deadlines and requirements for the filing of Requests for Exclusion; (vii) establishing a date for the Final Fairness Hearing; and (viii) 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 14 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 that BOA elects, at its option, within fifteen (15) days of the Exclusion Deadline, to proceed with the Settlement even if more than 5% of the Settlement Class files complete and valid Requests for Exclusion by the Exclusion Deadline;

3.6 That the parties have determined and hereby stipulate that the loans listed in the attached **Exhibit B** constitute all of the BOA 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 BOA Plaintiffs' filing with the Court of 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 BOA;

3.8 The Court's holding of the Final Fairness Hearing and issuance of 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 BOA and the release of claims set forth in Section 14 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 claims of the Settlement Class asserted in the Litigation against BOA by the BOA Plaintiffs, on behalf of themselves and all Settlement Class Members who did not file a complete and valid Request for Exclusion; and

(e) permanently enjoining any 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 14 of this Agreement;

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

3.10 The Court's issuance of an Order awarding the Plaintiffs' Counsel fees and expenses and the Class Representatives' Service Award, not to exceed the maximum amounts set forth in Sections 11 and 12 of this Agreement;

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

**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. Common Fund:** Within fifteen (15) days after Finality, BOA shall remit to the Settlement Administrator the amount of the Settlement Benefits, Counsel Fees, Case Expenses,

and the Service Awards. All of these funds shall be maintained by the Settlement Administrator in an interest-bearing Common Fund account. Any funds remaining in the Common Fund account more than three hundred (300) days after Finality shall be remitted by the Settlement Administrator to BOA with interest earned on the Common Fund.

## 6. Settlement Benefits:

6.1 Within twenty-eight (28) days after Finality, the Settlement Administrator shall issue a check from the Common Fund account to each Class Member who did not file a complete and valid Request for Exclusion by the Exclusion Deadline. The amount of the checks issued by the Settlement Administrator to the Settlement Class Members shall depend upon the group within which each Settlement Class Member falls. The groups and formulas are as follows:

(a) The formula for Group A, as defined in **Exhibit C**, shall be 220% of the Section 1100 fees reflected on the Settlement Class Member's final HUD-1 Settlement Statement for the subject loan, less the amount of the title insurance received by the Title Insurer, most often found on Line 1108 of the Settlement Class Member's final HUD-1 Settlement Statement for the subject loan ( $((\text{Section 1100} - \text{Line 1108}) \times 2.2 = \text{Settlement Benefit})$ ), and less any fees already refunded by BOA during its post-closing review. In the event that the amount of the title insurance received by the Title Insurer is not separately itemized, whether on line 1108 or elsewhere, the figure used for the amount received by the Title Insurer shall be 20% of the total cost of the title insurance, generally found on line 1104.

(b) The formula for Group B, as defined in **Exhibit D**, shall be 140% of the Section 1100 fees reflected on the Settlement Class Member's final HUD-1 Settlement Statement for the subject loan, less the amount of the title insurance received by the Title Insurer, most often found on Line 1108 of the Settlement Class Member's final HUD-1 Settlement Statement for the subject

loan ((Section 1100 – Line 1108) x 1.4 = Settlement Benefit). ), and less any fees already refunded by BOA during its post-closing review.. In the event that the amount of the title insurance received by the Title Insurer is not separately itemized, whether on line 1108 or elsewhere, the figure used for the amount received by the Title Insurer shall be 20% of the total cost of the title insurance, generally found on line 1104.

(c) The formula for Group C, as defined in **Exhibit E**, shall be 140% of the Section 1100 fees reflected on the Settlement Class Member's final HUD-1 Settlement Statement for the subject loan, less the amount of the title insurance received by the Title Insurer, most often found on Line 1108 of the Settlement Class Member's final HUD-1 Settlement Statement for the subject loan ((Section 1100 – Line 1108) x 1.4 = Settlement Benefit)), and less any fees already refunded by BOA during its post-closing review. In the event that the amount of the title insurance received by the Title Insurer is not separately itemized, whether on line 1108 or elsewhere, the figure used for the amount received by the Title Insurer shall be 20% of the total cost of the title insurance, generally found on line 1104.

(d) The formula for Group D, as defined in **Exhibit F**, shall be 90% of the Section 1100 fees reflected on the Settlement Class Member's final HUD-1 Settlement Statement for the subject loan, less the amount of the title insurance received by the Title Insurer, most often found on Line 1108 of the Settlement Class Member's final HUD-1 Settlement Statement for the subject loan ((Section 1100 – Line 1108) x 0.9 = Settlement Benefit)), and less any fees already refunded by BOA during its post-closing review. In the event that the amount of the title insurance received by the Title Insurer is not separately itemized, whether on line 1108 or elsewhere, the figure used for the amount received by the Title Insurer shall be 20% of the total cost of the title insurance, generally found on line 1104.

(e) The formula for Group E, as defined in **Exhibit G**, shall be 50% of the Section 1100 fees reflected on the Settlement Class Member's final HUD-1 Settlement Statement for the subject loan, less the amount of the title insurance received by the Title Insurer, most often found on Line 1108 of the Settlement Class Member's final HUD-1 Settlement Statement for the subject loan ( $((\text{Section 1100} - \text{Line 1108}) \times 0.5 = \text{Settlement Benefit}))$ , and less any fees already refunded by BOA during its post-closing review. In the event that the amount of the title insurance received by the Title Insurer is not separately itemized, whether on line 1108 or elsewhere, the figure used for the amount received by the Title Insurer shall be 20% of the total cost of the title insurance, generally found on line 1104.

(f) Plaintiffs' counsel has reviewed a sampling of the data and formulas provided by BANA for calculating each class members' recovery and has confirmed the accuracy of BANA's calculations, both on the bases of methodology and figures, based upon the Class Recovery Categories set forth above. Based upon Plaintiff's sampling review and BANA's confirmation that it employed the same processes for the remainder of the Class Loans, Plaintiff and BANA agree that the total Settlement Benefits to the Settlement Class will be approximately, and will not vary materially from, **\$1,202,639.60**.

(g) The Settlement Administrator shall also issue checks to the Class Representatives in the amount of the court-approved Service Award and to Class Counsel in the amount of the court-approved Class Counsel Fees and expenses.

6.2 To the extent that there is more than one borrower on a BOA 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.

6.3 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.

6.4 On receipt of a joint settlement benefit check, any co-borrower(s) may contact the Settlement Administrator and request that the Settlement Benefits be split evenly between each co-borrower. The Settlement Administrator shall stop payment on the joint settlement benefit check and reissue separate Settlement Benefit checks to each co-borrower. On notice of a deceased co-borrower, the Settlement Administrator shall stop payment and reissue the check to the surviving Class Member. In the event that there is no surviving co-borrower, the Settlement Administrator shall reissue the check to the estate(s) of the deceased borrower(s).

6.5 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, reissue a replacement Settlement Benefits check to the payee(s), and mail the replacement check by first-class mail to the updated address for the primary borrower. If a Settlement Benefits check is returned as undeliverable, the Settlement Administrator shall undertake an updated address verification for the primary borrower, reissue a replacement Settlement Benefits check to the payee(s), and mail the replacement check by first-class mail to the updated address for the primary borrower, if any.

**7. 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 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 their BOA mortgage loan, the address of the property which secured their BOA mortgage 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.

**8. Right to be Excluded (Opt-Out) from the Settlement:** Any Settlement Class Member shall have the right to opt-out of the Settlement Class 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 BOA mortgage 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 BOA

mortgage loan, the address of the property which secured their BOA mortgage loan, and an affirmation, under penalty of perjury, that the requestor seeking to be excluded from the 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. For any BOA 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.

**9. Settlement Administrator:**

9.1 The Parties agree that the Settlement Administrator shall be JND Legal Administration, subject to Court approval.

9.2 The Settlement Administrator will be retained and paid by BOA.

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

(a) sending Notice to all Settlement Class Members pursuant to Section 10 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) remitting payments from the Common Fund for Settlement Benefits payable to eligible Settlement Class Members, the court-approved Service Award to Class Representatives,



and the court-approved Class Counsel Fees and expenses to Class Counsel and reissuing Settlement Benefit 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 BOA, provided that any modification of the duties referenced in this Section must be agreed by all Parties.

9.4 If appointed by the Court to represent the Settlement Class, the Class Representatives and Plaintiffs' Counsel hereby consent to the release by BOA 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.

#### **10. Notice of the Settlement:**

10.1 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 under this Settlement.

10.2 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**.

10.3 The Notices shall be sent 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.

10.4 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 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 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 one hundred and eighty (180) days after the Settlement reaches Finality.

10.5 BOA shall pay all costs associated with the Notice provided under this Section.

**11. Class Representatives’ Service Award:** The Class Representatives shall have the right to petition the Court, no later than thirty-five (35) days before the Final Fairness Hearing, for a Service Award not to exceed One Thousand, Five Hundred Dollars (\$1,500) for Tracie Parker Dobbins and One Thousand, Five Hundred Dollars (\$1,500) for Gladys Parker (“Service Award”). Such Service Awards shall be paid by BOA in addition to the Settlement Benefits. While BOA has no obligation to support any such Petition, they agree not to object to a Petition for Service Award filed by the Class Representatives, provided that it is consistent with this Section.

**12. Plaintiffs’ Counsel’s Attorneys’ Fees and Costs:** Plaintiffs’ Counsel shall have the right to petition the Court, no later than thirty-five (35) days before the Final Fairness Hearing, for an award of attorneys’ fees in an amount of Three Hundred, Twenty-Five Thousand Dollars (\$325,000), plus expenses limited to Seventeen Thousand, Five Hundred Dollars (\$17,500) for fees and expenses incurred in the prosecution and settlement of the Litigation Claims pursuant to

the Local Rules of the Court (a “Petition for Fees and Expenses”), all of which are to be paid by BOA in addition to and not out of the Settlement Benefits. While BOA has no obligation to support Plaintiffs’ Counsel’s Petition for Fees and Expenses, they agree not to object to any such Petition if Plaintiffs’ Counsel seeks an award equal to Three Hundred, Twenty-Five Thousand Dollars (\$325,000), plus expenses limited to Seventeen Thousand, Five Hundred Dollars (\$17,500). BOA has the right to oppose any Petition for Fees and Expenses that seeks more than the amounts to which the Parties have agreed herein and has the right to withdraw from the Settlement and declare it void if any larger amount not agreed to herein is awarded.

**13. 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 immediately prior to execution of this Settlement. This provision will survive termination of this Agreement.

**14. Release, Waiver, and Covenant Not to Sue:**

14.1 In consideration of the Settlement Benefits and payments specified in this Agreement, and for other good and valuable consideration, upon the Effective Date the Class Representatives, for themselves and all Settlement Class Members who do not timely exclude themselves from the Settlement and all of their respective heirs, executors, personal representatives, successors, and assigns (together “the Releasors”), shall by virtue of this

Settlement and its Final Approval be deemed to have released, remised, resolved, waived, acquitted, and forever discharged BOA, its predecessors, successors, assigns, parents, subsidiaries, affiliates, related entities, vendors, and all of their respective past and present agents, directors, officers, employees, shareholders, insurers, representatives, and attorneys (together “the Releasees”) of and from any and all the Released Claims (as defined below).

14.2 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, and 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 Releasors have, had, and/or may have against any of the Releasees related to: (a) the matters alleged and claims asserted in the Litigation and/or claims that could have been alleged therein based in whole or in part on the facts alleged in the complaints filed in the Litigation; (b) Genuine Title’s closing of and/or provision of settlement and/or title services on the BOA mortgage loans that are the subject of the Settlement; (c) the Alleged Referral Scheme; (d) any benefit(s), payment(s), and/or thing(s) of value received by BOA and/or any of its employees or agents from Genuine Title and/or any of its related or affiliated entities; and (e) any benefit(s), payment(s), and/or thing(s) of value received by Genuine Title from BOA and/or any of its employees or agents (collectively the “Released Claims”). The Parties shall request that this Release be included in the Final Approval Order and Final Judgment Order entered in these cases.

14.3 The Class Representatives and each Settlement Class Member each further 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 related to disputes or enforcement pertaining to this Settlement Agreement.

14.4 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. The Parties stipulate and agree that, upon the entry of the Final Judgment Order, the Class Representatives shall expressly waive, and each of the Class Members who have not opted out shall be deemed to have waived, and by operation of the judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

**A general release does not extend to claims that the credit 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.**

The Class Representatives for themselves and the Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code § 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. Miscellaneous:**

15.1 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 BOA, or of the truth of any of the claims or allegations made in the Litigation. This provision will survive termination of this Agreement.

15.2 BOA shall be responsible for serving its requisite CAFA Notices to the applicable officials within ten (10) days after the filing of the Preliminary Approval Motion. BOA may in its discretion file a motion seeking confirmation that such notices are sufficient under and fully comply with CAFA. No later than 10 days before the deadline for filing the Motion for Final Approval, BOA shall notify Plaintiffs' Counsel of any response to its CAFA Notices.

15.3 Plaintiffs' 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.

15.4 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.

15.5 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.

15.6 This Agreement constitutes the entire agreement among the Parties pertaining to the settlement of the action.

15.7 This Agreement may be modified or amended only by a writing executed by the BOA Plaintiffs, Plaintiffs' Counsel, and BOA, and approved by the Court. Neither Plaintiffs nor BOA shall be obligated to accept any modification of this Settlement proposed by the Court or by anyone else.

15.8 Neither BOA, nor Plaintiffs or Plaintiff's 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.

15.9 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 BOA:

Bradley R. Kutrow  
McGuireWoods LLP  
201 N. Tryon Street  
Suite 3000  
Charlotte, NC 28202

Tammy L. Adkins  
McGuireWoods LLP  
77 W. Wacker Drive  
Suite 4100

Chicago, Illinois 60601-1818

If to the BOA Plaintiffs:

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

15.10 BOA makes no representations or warranties regarding the legal effect or tax consequences of this Agreement, or of any such filing or reporting by Plaintiffs or the Class Members. Plaintiffs further expressly acknowledge that they neither received nor relied upon any tax advice from BOA or their representatives and attorneys.

15.11 This Agreement does not confer any direct or indirect benefit, right, or cause of action on any person not a Party or Settlement Class Member, creates no obligations on BOA on any person who is not a Releasor, and is not intended to constitute a third party beneficiary contract.

15.12 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.

15.13 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.

**[SIGNATURES ON THE FOLLOWING PAGES]**

The parties have executed this Agreement as follows:

\_\_\_\_\_  
Tracie Parker Dobbins

\_\_\_\_\_  
Gladys Parker

SMITH, GILDEA & SCHMIDT, LLC

By: \_\_\_\_\_ (SEAL)  
Michael Paul Smith, Authorized Member

JOSEPH GREENWALD AND LAAKE, P.A.

By: \_\_\_\_\_ (SEAL)  
Timothy J. Maloney, Authorized Member

BANK OF AMERICA, N.A.

By: James Ciccone (SEAL)  
James Ciccone, Associate General Counsel

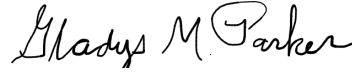
MCGUIREWOODS LLP

By: Bradley R. Kutrow (SEAL)  
Bradley R. Kutrow

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




\_\_\_\_\_  
Tracie Parker Dobbins




\_\_\_\_\_  
Gladys Parker

SMITH, GILDEA & SCHMIDT, LLC

By:  (SEAL)  
Michael Paul Smith, Authorized Member

JOSEPH GREENWALD AND LAAKE, P.A.

By:  (SEAL)  
Timothy F. Maloney, Authorized Member

Bank of America, N.A.

By: \_\_\_\_\_ (SEAL)



<b>TITLE</b>	Dobbins, et al. v. BofA - REVISED Settlement Agreement for...
<b>FILE NAME</b>	Revised BofA Fina... Counsel Sigs.pdf
<b>DOCUMENT ID</b>	dbbae8c4bd9512f7c007244d77b9c5ac90ea4879
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Out For Signature

## Document History



SENT

**11 / 23 / 2021**

16:04:03 UTC

Sent for signature to Michael Paul Smith (mpsmith@sgs-law.com), Timothy F. Maloney (tmaloney@jgllaw.com), Gladys Parker (traciepd@yahoo.com) and Tracie Parker Dobbins (traciepd@yahoo.com) from sfedak@sgs-law.com  
IP: 71.121.161.122



VIEWED

**11 / 23 / 2021**

17:20:03 UTC

Viewed by Timothy F. Maloney (tmaloney@jgllaw.com)  
IP: 191.101.157.189



VIEWED

**11 / 24 / 2021**

10:07:36 UTC

Viewed by Tracie Parker Dobbins (traciepd@yahoo.com)  
IP: 98.233.90.151



VIEWED

**11 / 24 / 2021**

10:07:36 UTC

Viewed by Tracie Parker Dobbins (traciepd@yahoo.com)  
IP: 98.233.90.151



SIGNED

**11 / 24 / 2021**






10:27:50 UTC

Signed by Tracie Parker Dobbins (traciepd@yahoo.com)  
IP: 98.233.90.151



<b>TITLE</b>	Dobbins, et al. v. BofA - REVISED Settlement Agreement for...
<b>FILE NAME</b>	Revised BofA Fina... Counsel Sigs.pdf
<b>DOCUMENT ID</b>	dbbae8c4bd9512f7c007244d77b9c5ac90ea4879
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Out For Signature





## Document History

 VIEWED	<b>11 / 24 / 2021</b> 10:28:16 UTC	Viewed by Gladys Parker (traciepd@yahoo.com) IP: 98.233.90.151
 SIGNED	<b>11 / 24 / 2021</b> 18:23:59 UTC	Signed by Gladys Parker (traciepd@yahoo.com) IP: 98.233.90.151
 VIEWED	<b>11 / 27 / 2021</b> 13:43:29 UTC	Viewed by Michael Paul Smith (mpsmith@sgs-law.com) IP: 71.121.161.122
 SIGNED	<b>11 / 27 / 2021</b> 13:43:45 UTC	Signed by Michael Paul Smith (mpsmith@sgs-law.com) IP: 71.121.161.122
 INCOMPLETE	<b>11 / 27 / 2021</b> 13:43:45 UTC	This document has not been fully executed by all signers.



<b>TITLE</b>	(Corrected) Bank of America Sett Agreement for TM Sig
<b>FILE NAME</b>	Sett Agreement for TM Sig.pdf
<b>DOCUMENT ID</b>	ff7ff4fdedce1922425e814e47b0b7d847a52666
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History

 SENT	<b>12 / 01 / 2021</b> 15:50:03 UTC	Sent for signature to Timothy F. Maloney (tmaloney@jgllaw.com) from sfedak@sgs-law.com IP: 71.121.161.122
 VIEWED	<b>12 / 01 / 2021</b> 15:52:21 UTC	Viewed by Timothy F. Maloney (tmaloney@jgllaw.com) IP: 94.176.1.73
 SIGNED	<b>12 / 01 / 2021</b> 15:52:38 UTC	Signed by Timothy F. Maloney (tmaloney@jgllaw.com) IP: 71.246.211.154
 COMPLETED	<b>12 / 01 / 2021</b> 15:52:38 UTC	The document has been completed.

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

This Notice concerns a proposed class action settlement (“Settlement”) in a lawsuit entitled *Tracie Parker Dobbins, et al, vs. Bank of America, N.A.*, Civil Action No. SAG-17-0540 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 Bank of America, N.A. that was closed by Genuine Title, LLC (“Genuine Title”), between January 1, 2009 and December 31, 2014, 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 **January 1, 2009 and December 31, 2014**, Genuine Title provided unlawful benefits to Bank of America, N.A. (“BOA”), in exchange for its agreement to refer borrowers to Genuine Title for the settlement of their BOA residential mortgage loans (“the Alleged Referral Scheme”), and that BOA should be held liable for the Alleged Referral Scheme. BOA disputes the allegations in the Lawsuit and denies that it is or may be liable for any of the claims or alleged conduct asserted therein. *The Court has not made any judgment or other determination of the liability of BOA 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 BOA’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 federally related mortgage loan (as defined under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2602) originated by Bank of America, N.A., for which Genuine Title provided a settlement service, as identified in Section 1100 on the HUD-1 form, between January 1, 2009 and December 31, 2014. The Settlement Class does *not* include any person who, during the period of January 1, 2009 through December 31, 2014, was an employee, officer, member, and/or agent of Bank of America, N.A., Genuine Title, LLC, and/or Competitive Advantage Media Group, LLC; any judicial officer involved in this case, and the immediate family members of such judicial officer(s); and/or any persons who submit a complete and valid Request for Exclusion by the Exclusion Deadline (defined below).

**You are receiving this notice because you are believed to be a potential member of the Settlement Class and records confirm that your loan was originated by a loan officer associated with Group \_\_.**

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
<b>SETTLEMENT CLASS MEMBERS NEED NOT MAKE A CLAIM</b>	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 who do not opt-out will automatically be eligible to receive the Settlement Benefits (described below) under the Settlement without submitting a claim.	Anticipated payment date: settlement checks will be mailed approximately 28 days after the Settlement obtains Final Approval and the approval of the Settlement is upheld on appeal (if any are filed).
<b>IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT, YOU MUST MAIL A REQUEST FOR EXCLUSION BY NO LATER THAN _____.</b>	This is the only option that allows you to retain your rights to independently sue Bank of America, N.A., 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 _____.	The Exclusion Deadline for Requests for Exclusion to be mailed to the Settlement Administrator:  _____

<p><b>IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FILE YOUR WRITTEN OBJECTION WITH THE COURT BY NO LATER THAN _____.</b></p>	<p>If you do not file a request for exclusion, you may write to the Court about why you object to 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, Northern Division, 101 West Lombard Street, Baltimore, MD 2201. You must also mail copies of your written objection to Class Counsel, and Counsel for BOA at these addresses:</p> <p>Class Counsel:</p> <p>Michael Paul Smith Melissa English Smith, Gildea &amp; Schmidt, LLC 600 Washington Ave, Ste. 200 Towson, MD 21204</p> <p>BOA's Counsel:</p> <p>Bradley R. Kutrow McGuireWoods, LLP 201 N. Tryon Street Suite 3000 Charlotte, NC 28202</p> <p>Tammy L. Adkins McGuireWoods, LLP 77 W. Wacker Drive Suite 4100 Chicago, Illinois 60601-1818</p>	<p>The Objection Deadline for the Filing of Objections with the Court:</p> <p>_____</p>
<p><b>IF YOU WISH TO ATTEND THE "FINAL FAIRNESS HEARING" ON THE SETTLEMENT</b></p>	<p>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 Fairness Hearing, you must include your intention to do so in your written objection.</p>	<p>Scheduled Date of Final Fairness Hearing:</p> <p>_____</p>
<p><b>IF YOU DO NOTHING AND ARE A MEMBER OF THE SETTLEMENT CLASS</b></p>	<p>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 Bank of America, N.A., for the Released Claims under the Settlement, but you will still be eligible to receive the Settlement Benefits described below.</p>	

These Rights and Options are explained in more detail below.

If you have questions concerning the Settlement, you may contact the Settlement Administrator at: ( ) \_\_\_\_\_ 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 \_\_\_\_\_.



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 only 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 BOA and Genuine Title participated in an Alleged Referral Scheme in which borrowers were referred to Genuine Title, in violation of certain federal laws.. BOA disputes the allegations in the Lawsuit and denies that it is or may be liable for the Alleged Referral Scheme. BOA 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 BOA in the Lawsuit.*

**2. What is a class action?**

In a class action lawsuit, one or more people called Plaintiffs sue on behalf of themselves and all others who may have similar claims. On August 28, 2020, the Court certified a class for purposes of this lawsuit.

**3. Why is there a Settlement?**

To avoid the costs and uncertainties of the Lawsuit, the Plaintiffs, their attorneys, and BOA have agreed to resolve the disputed claims involving BOA 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.. 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 federally related mortgage loan (as defined under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2602) originated or brokered by Bank of America, N.A., for which Genuine Title provided a settlement service, as identified in Section 1100 on the HUD-1, between January 1, 2009 and December 31, 2014. Exempted from this class is any person who, during the period of January 1, 2009 through December 31, 2014, was an employee, officer, member, and/or agent of Bank of America, N.A., Genuine Title, LLC, and/or Competitive Advantage Media Group, LLC; any judicial officer who handles this case, and the immediate family members of such judicial officer(s); and/or any persons who submit a complete and valid Request for Exclusion by the Exclusion Deadline.

If a copy of this Notice was addressed and mailed to you, then you are a class member according to BOA's records.

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

The Settlement provides for the following Settlement Benefits:

Borrowers (with their co-borrowers, if any) whose loan was originated by BOA and who do not timely exclude themselves from the Settlement are eligible to receive an amount equal to a percentage of the Section 1100 fees reflected on the borrower's HUD-1 Settlement Statement for their BOA loan, less the amount of the title insurance received by the Title Insurer, most often found on Line 1108 of the borrower's HUD-1 Settlement Statement for their BOA loan. The percentage applied to this formula depend on the BOA loan officer, as set forth below. . In the event that the amount of the title insurance received by the Title Insurer is not separately itemized, whether on Line 1108 or elsewhere, the figure used for the amount received by the Title Insurer shall be 20% of the total cost of the title insurance, generally found on Line 1104. The HUD-1 Settlement Statement is one of the documents you received at the closing of your loan. The settlement calculations will not include any fees that were refunded to you by BOA during its post-closing review. The Settlement Benefits described above will be funded by BOA through a fund (the "Common Fund") administered by a Court-appointed Settlement Administrator.

The percentages are as follows:

- (A) 220% for borrowers (with their co-borrowers, if any) whose loan was originated by a Group A loan officer ((Section 1100 – Line 1108) x 2.2 = Settlement Benefit).
- (B) 140% for borrowers (with their co-borrowers, if any) whose loan was originated by the Group B or Group C loan officers (Section 1100 – Line 1108) x 1.4 = Settlement Benefit).
- (C) 90% for borrowers (with their co-borrowers, if any) whose loan was originated by the Group D loan officers (Section 1100 – Line 1108) x .9 = Settlement Benefit).
- (D) 50% for borrowers (with their co-borrowers, if any) whose loan was originated by the Group E loan officers (Section 1100 – Line 1108) x .5 = Settlement Benefit).

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 BOA.

<b>6. Who represents the Settlement Class in the Lawsuit?</b>
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The Settlement Class is represented by Class Representatives, who are Plaintiffs in the Lawsuit. The appointed Settlement Class Representatives are: Tracie Parker Dobbins and Gladys Parker.

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](mailto: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 \$1,500 for their services and efforts in bringing the Lawsuit. The Court will make the final decision as to any sum up to that amount to be paid to each of the Class Representatives at or after the Final Fairness Hearing. These payments will be paid in addition to the Settlement Benefits available to the Class Members.

**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 in the amount of three hundred and twenty-five thousand dollars (\$325,000), plus expenses limited to Seventeen Thousand Five Hundred (\$17,500) Dollars. The Court will make the final decision as to any sums up to those amounts to be paid to Class Counsel at or after the Final Fairness Hearing. This payment will be paid in addition to, and not out of, the 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 (jointly with 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 28 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).

Upon the entry of the Final Order and Judgment, the Settlement provides that the Class Representatives, for themselves and all Settlement Class Members who do not timely exclude themselves from the Settlement and all of their respective heirs, executors, personal representatives, successors, and assigns (together "the Releasors"), shall by virtue of this Settlement and its Final Approval be deemed to have released, remised, resolved, waived, acquitted, and forever discharged BOA, its predecessors, successors, assigns, parents, subsidiaries, affiliates, related entities, vendors, and all of their respective past and present agents, directors, officers, employees, shareholders, insurers, representatives, and attorneys (together "the Releasees") of and from any and all the Released Claims (as defined below).

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, and 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 Releasors have, had, and/or may have against any of the Releasees related to: (a) the matters alleged and claims asserted in the Litigation and/or claims that could have been alleged therein based in whole or in part on the facts alleged in the complaints filed in the Litigation; (b) Genuine Title's closing of and/or provision of settlement and/or title services on the BOA mortgage loans that are the subject of the Settlement; (c) the Alleged Referral Scheme; (d) any benefit(s), payment(s), and/or thing(s) of value received by BOA and/or any of its employees or agents from Genuine Title and/or any of its related or affiliated entities; and (e) any benefit(s), payment(s), and/or thing(s) of value received by Genuine Title from BOA and/or any of its employees or agents (collectively the "Released Claims"). The Parties shall request that this Release be included in the Final Approval Order and Final Judgment Order entered in these cases.

**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 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.**

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 will retain the right to bring a claim against BOA 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 mailing a written Request for Exclusion from the Settlement Class to the Settlement Administrator at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requests for exclusion must be received by the Settlement Administrator no later than the Exclusion Deadline of \_\_\_\_\_ and must be personally signed by the person requesting exclusion from the Settlement Class and any co-borrower(s) on their BOA 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 BOA loan, the address of the property which secured their BOA 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 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, Smith, Gildea & Schmidt, LLC, 600 Washington Ave, Ste. 200, Towson, MD 21204, and to BOA's Counsel Bradley R. Kutrow, McGuireWoods LLP, 201 N. Tryon St, Ste. 3000, Charlotte, NC 28202; and Tammy L. Adkins, McGuireWoods LLP, 77 W. Wacker Dr, Ste. 4100, Chicago, Illinois 60601-1818, a written objection ("Objection") by the Objection Deadline of \_\_\_\_\_, that complies with the following requirements. All Objections must be 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 legal authority or evidence 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 BOA loan, the address of the property which secured their BOA loan, and a statement of whether the objector or any attorney hired by the objector intends 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 attorney's 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 BOA.

**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 don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be 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 \_\_\_\_\_ .m. on \_\_\_\_\_ in Courtroom \_\_ of the United States Courthouse, 6500 Cherrywood Lane, Greenbelt, MD 20770. 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 \_\_\_\_\_ 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 BOA and (b) you 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: \_\_\_\_\_. Alternatively, you may contact the Settlement Administrator at \_\_\_\_\_.

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 COUNSEL FOR BOA OR THE COURT.**

Dated:

By: Order of the U.S. District Court  
For the Southern District of Maryland  
Honorable Timothy J. Sullivan  
United States Magistrate Judge

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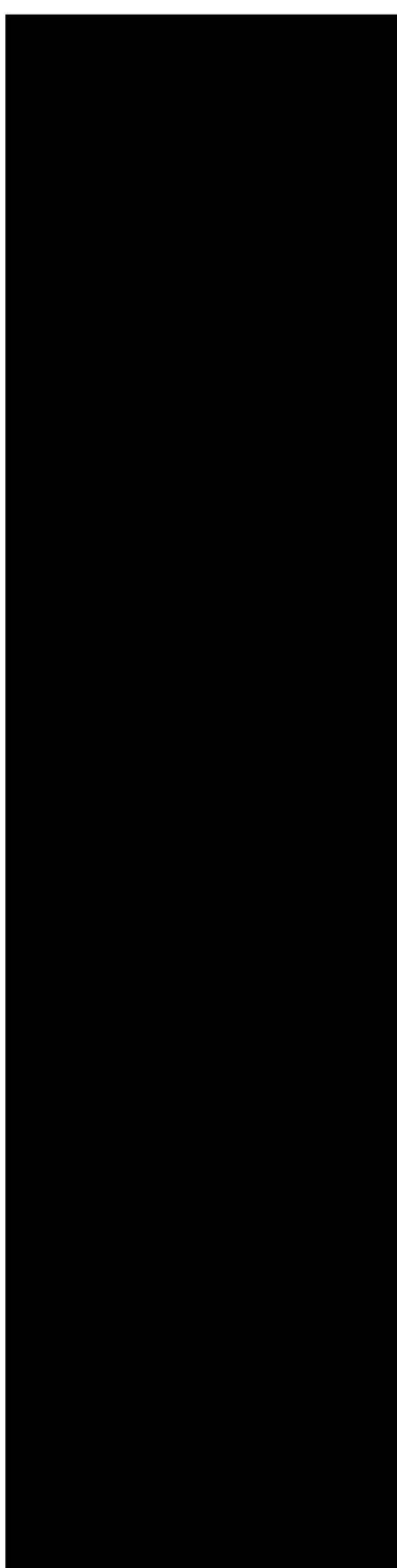
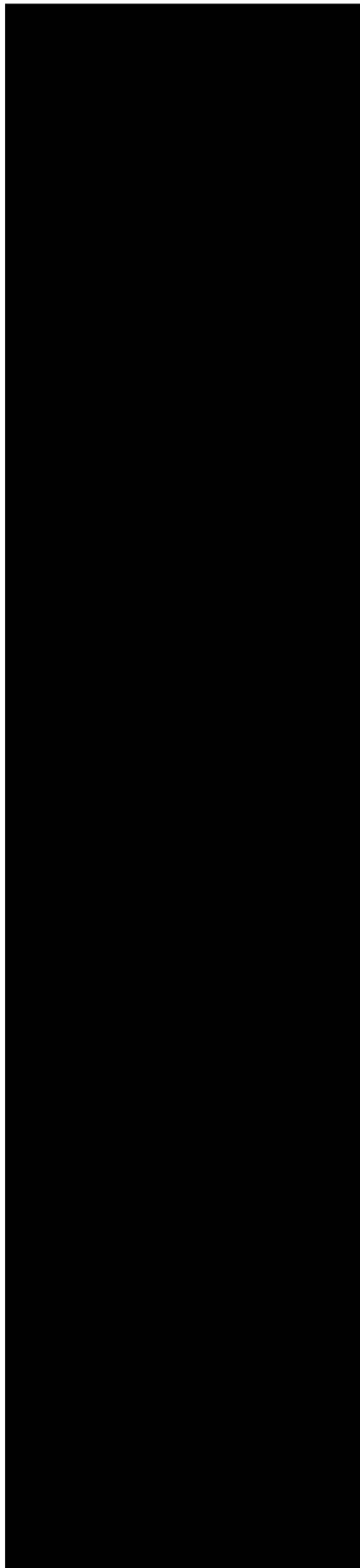


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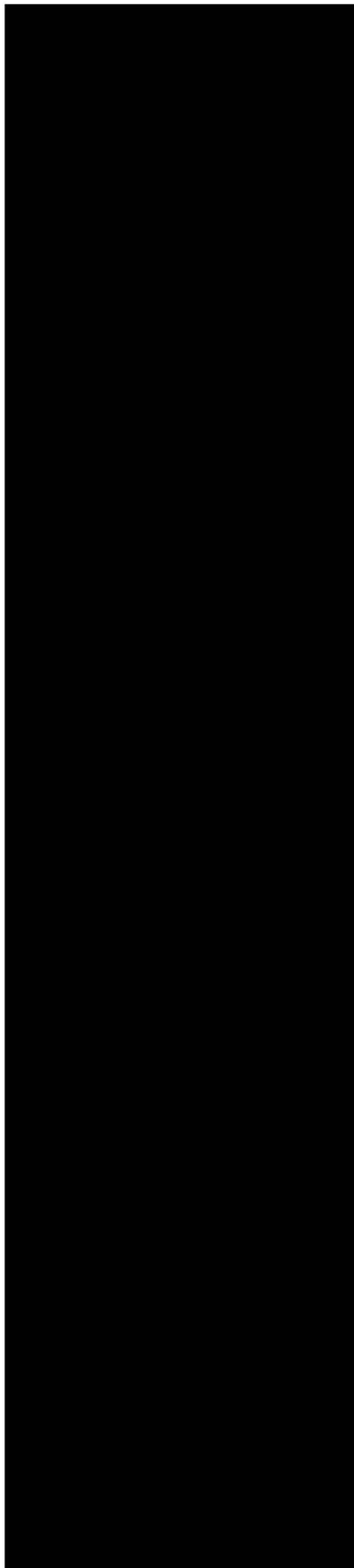
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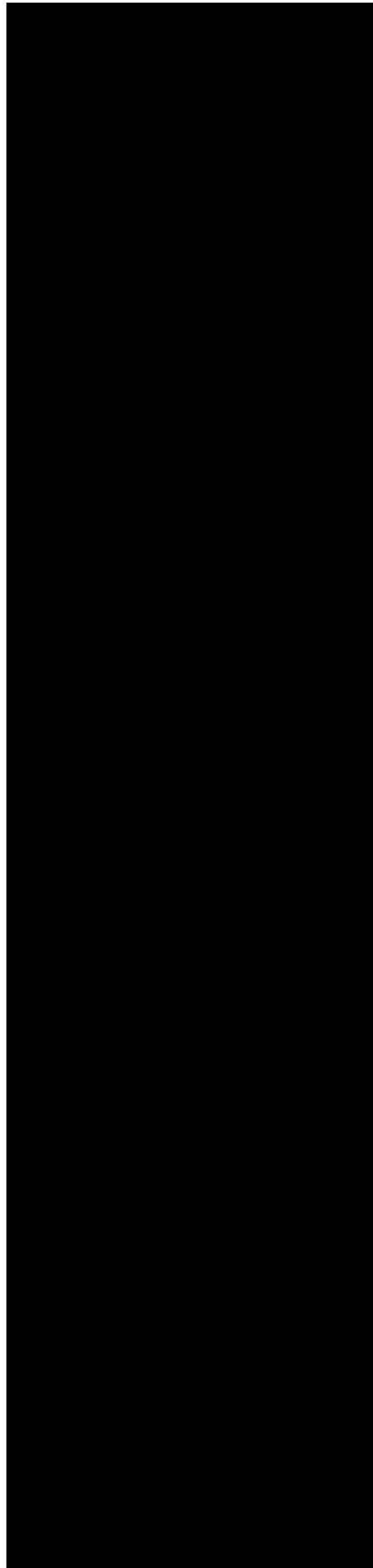


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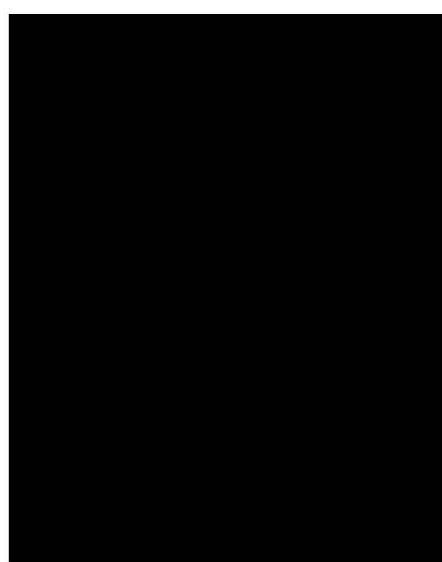
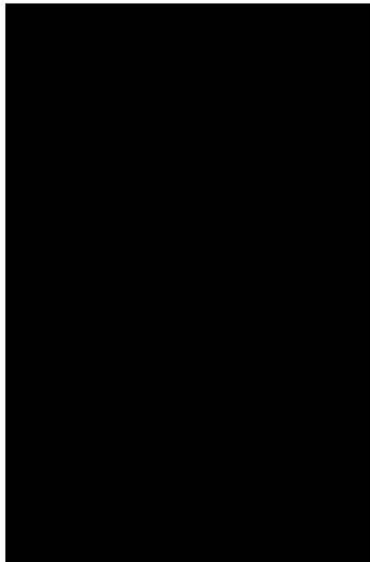
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09-32712	10-42852	10-38953	10-39418
10-36806	10-42849	11-44373	10-36982
10-36807	10-42844	11-43824	11-44290
10-40316	10-42846	10-36847	10-39693
10-39323	10-42848	10-37724	10-36733
11-45604	10-37206	10-43619	10-38026
10-40517	09-35370	09-30240	10-36751
11-43981	11-46193	10-38673	10-36581
11-44146	09-35750	09-32640	11-45836
10-37467	10-40885	09-35214	10-39744
10-36324	10-38708	09-35680	11-44696
09-35405	10-37157	09-35186	10-38579
11-44715	10-36418	10-40344	10-43732
09-31210	11-44394	10-40315	
10-37390	09-35482	10-39615	
09-35543	11-45764	12-56866	
12-65789	09-34697	09-34460	
10-40227	09-32882	11-44864	
10-36417	10-40314	09-31887	
09-35746	09-34798	11-49454	
10-37317	10-39710	09-30704	
09-34207	09-34953	10-36556	
09-35191	10-38403	11-43845	
09-35122	09-35545	09-30214	
09-32618	10-37105	09-31213	
10-37996	11-44862	09-35313	
09-33375	09-34197	09-34530	
09-35621	10-37030	10-38526	
10-39416	11-44031	10-37677	
10-39144	10-36960	11-44435	
09-35189	09-30517	10-39743	
10-36890	10-40133	09-33854	
10-41459	10-40228	10-40317	
09-32713	10-42720	10-38593	
10-36439	10-36583	09-35657	
11-43918	09-30604	09-35540	

**GROUP E LOANS BY ORDER NUMBER**

13-75106	11-47929
13-75211	10-43137
12-72018	09-31613
10-37502	10-37554
10-37538	09-28642
10-36212	10-36710
12-63069	09-28362
11-43978	10-36381
09-29235	08-25972
10-41548	10-37635
11-52790	11-49500
11-53059	11-50189
10-38505	11-53156
09-29392	10-37597
09-27795	10-37570
11-48689	09-28339
11-51060	10-37608
11-47155	10-37652
09-27497	11-50473
10-37796	10-39440
11-54620	12-54942
10-41134	11-54270
08-26440	12-60785
12-65641	10-40392
12-61474	10-37523
11-47928	10-39260
10-38310	10-37568
11-49694	10-37799
10-36080	10-37391
09-28117	11-53440
10-43081	09-27364
10-43083	11-47154
10-43065	09-28727
10-37180	