

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

D'ALAN E. BAUGH, *et al.*,

Plaintiffs,

v.

THE FEDERAL SAVINGS BANK,

Defendant.

Civil Action No.: 1:17-cv-01735-SAG

CLASS ACTION SETTLEMENT AGREEMENT

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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 D’Alan Baugh, William and Sharon Johnson, and Michael and Jane Walsh (the “Plaintiffs” or “Class Representatives”), for themselves and as representatives on behalf of The Federal Savings Bank Class as defined below; their attorneys, Smith, Gildea & Schmidt, LLC, and Joseph, Greenwald & Laake, P.A. (collectively, “Class Counsel”), and The Federal Savings Bank (“TFSB”), (all parties collectively, the “Parties”).

RECITALS

WHEREAS, claims have been asserted against TFSB (the “Litigation Claims”) in the above-captioned putative class action lawsuit titled *Baugh, et al. v. The Federal Savings Bank*, in the United States District Court for the District of Maryland, Civil Action No. 1:17-cv-01735-SAG (the “Litigation”), involving the alleged provision of improper benefits or kickbacks by Genuine Title, LLC (“Genuine Title”), to TFSB in exchange for the referral of TFSB borrowers to Genuine Title for the settlement of their mortgage loans (the “Alleged Referral Scheme”);

WHEREAS, the Class Representatives, through their counsel, have conducted a thorough investigation regarding the Litigation Claims through their review of information relating to TFSB mortgage loans closed by Genuine Title between January 1, 2009, and December 31, 2014;

WHEREAS, based on their discovery and investigation of such claims, and after an extended mediation with United States Magistrate Judge A. David Copperthite, the Class Representatives and their counsel concluded that a settlement with TFSB, according to the terms set forth below, is in their best interests and the best interests of the members of The Federal Savings Bank Class;

WHEREAS, while TFSB 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 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 The term "Allowed Claim" shall have the meaning set forth in Section 12 of this Agreement.

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

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

2.4 The term "Claim" means a request for relief pursuant to Section 12 of this Agreement submitted by a member of Subclass 2 on the Claim Form to the Settlement Administrator.

2.5 The term "Claim Appeal" shall have the meaning set forth in Section 12 of this Agreement.

2.6 The term “Claim Deadline” means the date established by the Court by which verified Claim Forms must be postmarked to be considered timely.

2.7 The term “Claim Form” means a document substantially in the form of Exhibit B, attached hereto, that is approved by the Court for the submission of a Claim by members of Subclass 2.

2.8 The term “Claims Process” refers to the process for the submission and determination of claims submitted by members of Subclass 2, as specified in Section 12 of this Agreement.

2.9 The term “Class Member” refers to a member of The Federal Savings Bank Class.

2.10 The term “Common Fund” refers to the monies that will be funded by TFSB and maintained and disbursed by the Settlement Administrator under the terms of this Agreement from which the Settlement Benefits and Class Representatives’ Service Awards will be paid.

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

2.12 The term “Disallowance Letter” shall have the meaning set forth in Section 12 of this Agreement.

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

2.14 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.

2.15 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 Service Awards to the Class Representatives.

2.16 The term "Finality" refers to such time as: (a) 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 TFSB Class against TFSB with prejudice (the "Final Judgment Order"); and (b) either (i) 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 (ii) 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.

2.17 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 TFSB therein.

2.18 The term "Notice" shall mean, collectively, all Court approved communications by which the 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 Class Members, substantially in the form of Exhibit A to this Agreement.

2.19 The term "Notice Deadline" refers to the Court-established deadline for the mailing of the Notice.

2.20 The term "Notice of Incompleteness" shall have the meaning set forth in Section 12 of this Agreement.

2.21 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.

2.22 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.

2.23 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; and (f) preliminarily enjoin all 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, any separate suit or proceeding asserting any claims, demands, and/or counterclaims with respect to matters released in Section 17 of this Agreement.

2.24 The term “Releasees” shall have the meaning set forth in Section 17 of this Agreement.

2.25 The term “Releasers” shall have the meaning set forth in Section 17 of this Agreement.

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

2.27 The term “Service Awards” refers to Court-approved awards to the Class Representatives, pursuant to Section 13 of this Agreement.

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

2.29 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 TFSB Class Members and the Class Representatives from the Common Fund, and maintain a website and call center relating to the Settlement.

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

2.31 The term “Subclass 1” refers to those Class Members whose TFSB loans closed on or before May 22, 2013, as set forth in the Court’s Order dated September 19, 2023 (ECF 130). The transactions in Subclass 1 are identified in Exhibit C, attached herein.

2.32 The term “Subclass 2” refers to those Class Members whose TFSB loans were closed on or after May 23, 2013, as set forth in the Court’s Order dated September 19, 2023 (ECF 130). The transactions in Subclass 2 are identified in Exhibit D, attached herein.

2.33 “The Federal Savings Bank Class” or “TFSB 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 The Federal Savings Bank 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 The Federal Savings Bank, Genuine Title LLC, Competitive Advantage Media Group LLC, Brandon Glickstein, Inc., and/or Dog Days Marketing, LLC, and any judicial officer who handles this case, and the immediate family members of such judicial officer(s).

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

2.35 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.”

2.36 Definitions used herein shall apply to the singular and plural forms of each term defined.

2.37 Definitions used herein shall apply to the masculine, feminine, and neuter genders of each term defined.

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 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 of a Joint Motion for Preliminary Approval of the Settlement on or after April 1, 2024;

3.2 The Court’s issuance of an Order: (a) granting the Motion referenced in the preceding subsection; (b) preliminarily approving the Settlement without any material modifications not mutually agreed to by the Class Representatives and TFSB; (c) approving the proposed Notice and the Notice Plan; (d) appointing the Settlement Administrator; (e) establishing deadlines and requirements for the filing of Objections to the Settlement; (f) establishing deadlines and requirements for Requests for Exclusion; (g) establishing the Clam Deadline and approving the Claim Form and Claims Process; (h) establishing a date for the Final Fairness Hearing; and (i)

preliminarily enjoining 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 17 of this Agreement;

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

3.4 The expiration of the Objection Deadline and Exclusion Deadline;

3.5 That no more than 5% of Class Members file complete and valid Requests for Exclusion by the Exclusion Deadline, or that TFSB elects, at its option, within ten (10) days of the Exclusion Deadline, to proceed with the Settlement even if more than 5% of Class Members file complete and valid Requests for Exclusion by the Exclusion Deadline;

3.6 The Class Representatives' 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 TFSB Class asserted in the Litigation against TFSB;

3.7 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 material modification to the Settlement not mutually agreed to by the Class Representatives and TFSB and the release of claims set forth in Section 17 of this Agreement by the Class Representatives, on behalf of themselves and all 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 Class asserted in the Litigation against TFSB by the Class Representatives, on behalf of themselves and all Class Members who did not file a complete and valid Request for Exclusion; and (e) permanently enjoining any 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 17 of this Agreement;

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

3.9 The Court's issuance of an Order awarding Class Counsel fees and expenses and the Class Representatives' Service Awards, not to exceed the maximum amounts set forth in Sections 13 and 14 of this Agreement;

3.10 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 5.3, 15, and 18.4 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 have identified borrowers on 1,195 federally related mortgage loans (as defined under the Real Estate Settlement Procedures Act, 12 U.S.C § 2602) originated or brokered by The Federal Savings Bank 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 The Federal Savings Bank, Genuine Title LLC, Competitive Advantage Media Group LLC, Brandon Glickstein, Inc., and/or Dog Days Marketing, LLC, and any judicial officer who handles this case, and the immediate family members of such judicial officer(s).

5.2 The Parties agree and stipulate that the final Class Member List includes all known eligible Class Members. Neither the Parties nor their Counsel are aware of any eligible Class Members that are not included on the final Class Member List.

5.3 The Parties agree and acknowledge that the Class Member List contains certain confidential information and that the account information identified in the Class Member List constitutes confidential material. Therefore, the Parties agree to treat the Class Member List as confidential and to use the Class Member List and the information contained therein solely for the purpose of providing the Settlement Benefits offered by this Agreement to Class Members and otherwise implementing the terms of this Agreement, and for no other purpose whatsoever. Except to the extent authorized by this Agreement, the Parties further agree that they will not disclose the Class Member List or any of the information contained in the Class Member List to members of the TFSB Class or any third party, except pursuant to a valid subpoena or discovery request. Notwithstanding any contrary language contained in this Agreement, the provisions of this paragraph shall survive any termination or modification of this Agreement and shall continue to be binding regardless of whether or not the Settlement is fully implemented or receives preliminary or Final Approval. Notwithstanding the foregoing, the confidentiality of the Class Member List, and the information contained therein, does not extend to information that is learned by Class Counsel through legitimate means. For the avoidance of any doubt, in the event the Settlement

does not reach Finality, Class Counsel may use the Class Member List for purposes of the Litigation (provided, however, that it shall not constitute an admission or waiver by TFSB of any fact or contention), subject to the Non-Disclosure and Confidentiality Agreement under which the Class Member List shall be designated Confidential.

6. Common Fund:

6.1 Within ten (10) days after the Final Approval Order, TFSB shall remit to the Settlement Administrator:

- (a) \$1,000,000 constituting the monies to fully fund the Settlement Benefits for Class Members in Subclass 1;
- (b) \$500,000 constituting the funds to fully fund the Settlement Benefits for Class Members in Subclass 2 that submit a timely and complete Claim; and
- (c) \$7,500 constituting the monies to fully fund the Class Representatives' Service Awards as provided in § 13 of this Agreement and approved by the Court.

6.2 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 TFSB with interest earned on the Common Fund.

7. Settlement Benefits:

7.1 Within ten (10) days after Finality, the Settlement Administrator shall issue a check from the Common Fund account to each eligible Class Member as follows:

(a) a check to each member of Subclass 1 who did not file a complete and valid Request for Exclusion by the Exclusion Deadline in an amount equal to \$1,655.62; and

(b) a check to each member of Subclass 2 deemed to have an Allowed Claim as determined in accordance with § 12 in an amount equal to \$846.02.

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

7.3 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.

7.4 Upon 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/among each co-borrower, and the Settlement Administrator shall reissue separate Settlement Benefit checks in such amount to each co-borrower.

7.5 Upon notice of a deceased co-borrower, the Settlement Administrator shall re-issue the Settlement Benefits to the surviving co-borrower(s), if any. If there is more than one surviving co-borrower, the Settlement Administrator shall split the Settlement Benefits as evenly as possible and issue separate Settlement Benefit checks to effectuate such split.

7.6 In the case of a deceased Class Member, the estate of the deceased Class Member shall be entitled to exercise all of the rights of the deceased Class Member available under this

Settlement, including to receive Settlement Benefits and/or to object to or request exclusion from the Settlement, and the estate of any deceased Class Member covered by this Settlement will be subject to the release in Section 17 of this Agreement and all other provisions of this Agreement as if the estate were a member of the Class. For purposes of this paragraph, only the person(s) authorized by probate court order to represent the Class Member's estate, or who are otherwise authorized pursuant to the probate laws applicable to the deceased Class Member to represent the Class Member's estate, may act on behalf of the estate. The person(s) authorized to act on behalf of the estate of any deceased Class Member may contact the Settlement Administrator about any issues related to this Settlement which affect the estate, and the Settlement Administrator, TFSB, Class Counsel, and the estate shall work together in good faith to resolve any issues related to the applicability of the settlement to deceased class members and their estates, including the manner in which and to whom Settlement Benefits are distributed. The representative of the estate of a deceased class member shall be required to provide to the Settlement Administrator reasonable proof or other evidence or documentation showing that the class member is deceased and that the representative is authorized to act on behalf of the estate of the deceased Class Member.

7.7 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.

8. Right To Object To The Settlement: Any 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 TFSB 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 TFSB mortgage loan, the address of the property which secured their TFSB 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.

9. Right To Be Excluded (Opt-Out) From The Settlement: Any Class Member shall have the right to opt-out of the Settlement by sending a written Request for Exclusion from the TFSB Class to the Settlement Administrator at the address listed in the Notice, which must be postmarked to 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 TFSB Class, or as otherwise ordered by the Court. Requests for Exclusion must be personally signed by the person requesting exclusion from the Class and any co-borrower(s) on their TFSB 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 TFSB mortgage loan, the address of the property which secured their TFSB 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 TFSB Class and understand that, in doing so, they will not be entitled to any Settlement Benefits under the Settlement. For any TFSB 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 unless the borrower certifies that any co-borrower not signing is deceased or medically unable to sign a Request for Exclusion.

10. Settlement Administrator:

10.1 The Parties agree that the Settlement Administrator shall be identified and chosen by TFSB, subject to Court approval.

10.2 The Settlement Administrator will be retained and paid by TFSB.

10.3 The Settlement Administrator shall undertake an initial verification to update all Class Members addresses using the Melissa Data Corp., Interactive Data, or a similar database, in addition to the National Change of Address dataset maintained by the United States Postal Service. After Notice has been issued, for any Notice that is returned to the Settlement Administrator as undeliverable to the Class Member, the Settlement Administrator shall undertake additional research, including without limitation using contact information in the Genuine Title database, in an attempt to contact the Class Member and, if an updated address is found, reissue notice.

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

(a) sending Notice to all Class Members pursuant to Section 11 of this Agreement;

(b) sending with the Notice a Claim Form to all Subclass 2 Class Members and administering the Claim Process in accordance with Section 12;

(c) preparing reports regarding the Notice, as directed by the Parties' counsel and the Court;

(d) accepting and reporting on Requests for Exclusion received by the Exclusion Deadline;

(e) maintaining a call center relating to the Settlement;

(f) remitting payments from the Common Fund for Settlement Benefits payable to eligible Class Members and the court-approved Service Awards to the Class Representatives, as well as reissuing Settlement Benefit checks as provided herein;

(g) issuing 1099s to TFSB Class Members, Class Representatives, and Class Counsel and complying with all applicable tax laws relating to settlement funds administered by the Settlement Administrator; and

(h) such other duties as directed by the Parties.

10.5 The Class Representatives and Class Counsel hereby consent to the release by TFSB to the Settlement Administrator of the names, addresses, and social security numbers for 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 Class Members and postings on the Settlement Website under this Settlement.

11.2 As soon as practicable after the Preliminary Approval of the Settlement, but not later than ten (10) days following entry of the Preliminary Approval Order, the Settlement Administrator shall mail:

(a) to the members of Subclass 1, a Court-approved Notice substantially in the form attached as Exhibit A; and

(b) to the members of Subclass 2, a Court-approved Notice and Claim Form substantially in the form attached as Exhibit B.

11.3 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.

11.4 TFSB shall pay all costs associated with the Notice provided under this Section.

12. Claims Process Applicable to Subclass 2:

12.1 All Subclass 2 Class Members who seek to receive the Settlement Benefits available to them under Section 7 of this Agreement must submit a verified Claim Form that is postmarked no later than the Claim Deadline.

12.2 The Settlement Administrator shall make available on the Settlement Website the Court-approved Claim Form for use by Subclass 2 Class Members with instructions concerning the address to which it should be sent by the Claim Deadline.

12.3 The Settlement Administrator shall review timely submitted Claim Forms from Subclass 2 Class Members to determine their completeness.

12.4 The Settlement Administrator will provide written notice to any Subclass 2 Class Member who initially submits a timely, but incomplete Claim Form which identifies those aspect(s) of their Claim Form that are incomplete and the deadline by which they must be completed (a “Notice of Incompleteness”). All Notices of Incompleteness to be provided not later than fifteen (15) days after the Claim Deadline, with a copy thereof to the Class Counsel.

12.5 Class Counsel shall attempt to assist any Subclass 2 Class Member who is issued a Notice of Incompleteness to timely re-submit to the Settlement Administrator a complete Claim Form. Any Subclass 2 Class Member receiving a Notice of Incompleteness shall re-submit a complete and verified Claim Form no later than ten (10) days after the date of a Notice of Incompleteness, for such re-submitted Claim to be considered a timely and complete Claim under this Section.

12.6 The Settlement Administrator shall determine whether Subclass 2 Claimants are eligible for Settlement Benefits under Section 7 of this Agreement (“Allowed Claim”).

12.7 Those Subclass 2 Class Members who submit a timely and complete Claim Form under this Section will be deemed to have an Allowed Claim and be eligible to receive the Subclass 2 Settlement Benefits identified in Section 7 of this Agreement if:

(a) they are not: (i) the Judge; (ii) a staff person assigned to the Judge; (iii) a member of the Judge’s immediate family; or (iv) a person who submitted a Request for Exclusion by the Exclusion Deadline;

(b) their TFSB mortgage was secured by a property designed for occupancy by one to four families;

(c) they have not individually entered into a settlement agreement with TFSB relating to their TFSB Mortgage loan; and

(d) they were not employed by Genuine Title, The Federal Savings Bank, Competitive Advantage Media Group, LLC, Brandon Glickstein, Inc, or Dog Days Marketing, LLC during the period January 1, 2009 and December 31, 2014; and

(e) if settlement of their loan with TFSB and Genuine Title during the class period has not already been confirmed by the Parties, they affirm that they obtained a loan from The Federal Savings Bank that was settled by Genuine Title between May 23, 2013 and December 31, 2014 and provide evidence, including but not limited to a HUD-1 Settlement Statement, of the loan and settlement.

12.8 The Settlement Administrator will provide notification to any Subclass 2 member whose timely and complete Claim(s) is disallowed under this Section by letter sent by first-class mail to the Claimant(s) at the address on their Claim Form within ten (10) days of its determination of their Claim (a “Disallowance Letter”), with a copy to counsel for the Parties via email.

12.9 The Disallowance Letter shall give notice that the Claimant may appeal the disallowance of their Claim by submitting a written appeal to the Settlement Administrator, postmarked no later than ten (10) days after the date of their Disallowance Letter, explaining the reasons that the Claimant believes that their Claim was improperly disallowed, along with any documentation supporting or evidencing such reasons (a “Claim Appeal”).

12.10 The Settlement Administrator shall review any timely Claim Appeal(s) and shall determine, in the exercise of its reasonable judgment, whether, in light of the information provided and available to the Settlement Administrator, the Claim should be re-characterized as an Allowed Claim under the criteria in this Section.

12.11 The Settlement Administrator's determination of Allowed Claims and Claim Appeals shall be final.

12.12 The Settlement Administrator shall provide reports to the Parties' counsel and the Court regarding the total number of timely and complete Claims from Subclass 2 Class Members that have been allowed and disallowed.

12.13 As soon as practicable, but within ten (10) days after the last date for the submission of Claims under this Section, the Settlement Administrator shall determine all Claims under this Section.

12.14 The Settlement Administrator shall make payments on Allowed Claims from the Common Fund, pursuant to Section 7 of this Agreement, within ten (10) days after Finality.

13. Class Representatives' Service Awards: The Class Representatives shall have the right to petition the Court, no later than fourteen (14) days before the Final Fairness Hearing, for Service Awards not to exceed two thousand five hundred dollars (\$2,500) per loan. Such Service Awards shall be paid in addition to Settlement Benefits. While TFSB has no obligation to support any such Petition, they agree not to object to a Petition for Service Awards filed by the Class Representatives, provided they are consistent with this Section.

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

Class Counsel shall have the right to petition the Court, no later than fourteen (14) days before the Final Fairness Hearing, for an award of attorneys' fees and expenses in the amount of one million dollars (\$1,000,000) 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 TFSB in addition to and not out of the Settlement

Benefits. TFSB will wire Class Counsel one million dollars (\$1,000,000) within ten (10) ten days of Finality.

While TFSB has no obligation to support Class Counsel's Petition for Fees and Expenses, they agree not to object to any such Petition if Class Counsel seeks an award of one million dollars (\$1,000,000).

15. 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.

16. Mutual Non-Disparagement:

The Parties agree that the Class Representatives will not disparage TFSB. Similarly, TFSB will not disparage the Class Representatives.

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

17.1 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 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 Releasers"), shall by virtue of this Settlement and its Final

Approval be deemed to have released, remised, resolved, waived, acquitted, and forever discharged TFSB, its predecessors, successors, assigns, parents, subsidiaries, affiliates, 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).

17.2 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 Releasers 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 TFSB 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 TFSB 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 TFSB 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.

17.3 The Class Representatives and each Class Member 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.

17.4 Without limiting the foregoing, the Released Claims specifically extend to claims that the Releasees do not know or suspect exist in their favor at the time that the Settlement and the releases contained therein become effective. This Section includes 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 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 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.

18. Miscellaneous:

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

18.2 TFSB shall be responsible for serving its requisite CAFA Notices to the applicable officials within fourteen (14) days after the filing of the Preliminary Approval Motion. TFSB may in its discretion file a motion seeking confirmation that such notices are sufficient under and fully comply with CAFA. No later than ten (10) days before the deadline for filing the Motion for Final Approval, TFSB shall notify Class Counsel of any response to its CAFA Notices.

18.3 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 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.

18.4 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.

18.5 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.

18.6 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.

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

18.8 Neither TFSB, nor Plaintiffs 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.

18.9 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 TFSB: Ari Karen
Mitchell Sandler, LLC
1120 20th Street NW, Suite 725
Washington, DC 20036

If to Class Representatives:

Michael Paul Smith
Melissa English
Smith, Gildea & Schmidt, LLC
600 Washington Avenue, Suite 200
Towson, MD 21204

Timothy J. Maloney
Veronica B. Nannis
Joseph, Greenwald & Laake, PA
6404 Ivy Lane, Suite 400
Greenbelt, MD 20770

18.10 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.


18.11 This Agreement may be executed in multiple identical counterparts, each of which when fully executed shall be deemed an original, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures may be original or facsimile or scanned copies. This Agreement may be executed by the Parties' counsel using a nationally recognized electronic signature vendor, such as Docu-Sign and/or Hello Sign.

[SIGNATURES ON THE FOLLOWING PAGES]


IN WITNESS WHEREOF, the parties have executed this Agreement under seal:

WITNESS OR ATTEST:

Apr 2, 2024
Date


D'Alan Baugh (Apr 2, 2024 21:22 EDT)
D'Alan E. Baugh

Apr 2, 2024
Date


William Johnson (Apr 2, 2024 23:48 EDT)
William Johnson


Apr 2, 2024
Date


Sharon E. Johnson (Apr 2, 2024 23:49 EDT)
Sharon Johnson


Apr 3, 2024
Date


Michael Walsh (Apr 3, 2024 11:28 EDT)
Michael Walsh

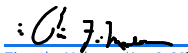
Apr 3, 2024
Date


Michael A Walsh (Apr 3, 2024 11:23 EDT)
Jane Walsh

Apr 3, 2024
Date

SMITH, GILDEA & SCHMIDT, LLC

By: Michael Paul Smith (Apr 3, 2024 14:01 EDT)
Michael Paul Smith, Authorized Member

Apr 3, 2024
Date

JOSEPH, GREENWALD & LAAKE, P.A.

By: Timothy Maloney (Apr 3, 2024 15:05 EDT)
Timothy F. Maloney, Authorized Principal

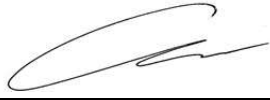
04/02/2024

Date

By: John T. Calk
John T. Calk, Chief Executive Officer, The
Federal Savings Bank

04/02/2024

Date

By: 
Ari Karen, Attorney for The Federal Savings
Bank