

LEGAL NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOU PURCHASED TITLE INSURANCE FROM ONE OF 25 TITLE AGENTS AFTER JUNE 12, 2006 A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

A federal court authorized this notice.

- This notice is to inform you of a proposed settlement of the class action lawsuit known as *Edwards v. The First American Corporation, et al., Case No. 07-03796 SJO (FFMx)*. This settlement affects individuals who purchased a First American Title Insurance Company title insurance policy from one of 25 title insurance agents during the Settlement Class Period that insured a residential property and were not the sellers of such property. The 25 title insurance agents are listed below.
- The proposed settlement will pay you \$75.00 if you purchased title insurance from one of 25 title agents during the relevant time frame, and otherwise meet the qualifications to be a Settlement Class Member as defined below.
- The settlement resolves a class action lawsuit over whether First American Title Insurance Company and First American Financial Corporation (collectively “First American”) unlawfully paid referral fees for title insurance underwriting business in the form of payment for acquiring ownership interests in any one of 25 title insurance agencies listed below. The settlement ends this practice, avoids costs and risks to you from continuing the lawsuit, pays money to Settlement Class Members, and releases First American from liability.
- First American denies all claims of wrongdoing and has agreed to a Proposed Settlement Agreement in order to avoid incurring further expenses and burdens relating to this lawsuit.
- Court-appointed lawyers for the certified class will ask the Court to order First American to pay up to \$5,750,000 to be paid as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM	The only way to find out if you qualify for a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against First American about the legal claims in this case.
OBJECT	Write to the Court about why you don’t like the settlement. You will remain a part of the Settlement Class and entitled to payment if you qualify and submit a Claim Form, but may still object to the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

QUESTIONS? CALL 1-844-778-5951 TOLL FREE.
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE.

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BASIC INFORMATION

1. Why did I receive notice of the proposed settlement?

Information indicates that you may have entered into a residential real estate transaction (which included a mortgage loan) that involved one of the Implicated Title Insurance Agents during the relevant Settlement Class Period, and that you paid for or were charged a title insurance premium for title insurance issued by First American Title Insurance Company. The 25 title insurance agents and the relevant time frame for transactions involved in this settlement are as follows:

Accurate Title Group, LLC Cornelius, NC 6/12/06 – 2/27/09	Affiliated Services, LLC Crofton, MD 6/12/06 – 1/27/10	Attorneys Title Agency, LLC Bingham Farms, MI 6/12/06 – 2/1/09
Backman Title Co. of Utah Murray, UT 6/12/06 – 11/20/15	Capitol Title Ins. Agency, Inc. Crofton, MD 6/12/06 – 1/27/10	Classic Settlements, Inc. Gaithersburg, MD 6/12/06 – 8/7/07
Doral Title, LLC Miami, FL 6/12/06 – 8/15/15	Equity Land Title, LLC Fort Lauderdale, FL 6/12/06 – 1/22/14	Equity Title Insurance Agency, Inc. Salt Lake City, UT 6/12/06 – 1/1/09
ET Investments, LLC [Empire, CB&T, Colorado Escrow & Title and Colorado Records Services] Aurora, CO 6/12/06 – 7/3/07	Fidelity Title Abstract Co. Cherry Hill, NJ 6/12/06 – 5/12/15	Integrated Title Insurance Services Los Angeles, CA 6/12/06 – 11/23/15
Investors Title Company Los Angeles, CA 6/12/06 – 4/1/08	Island Title Corp. Honolulu, Hawaii 6/12/06 – 3/15/10	Johnson County Title Co., Inc. Buffalo, WY 6/12/06 – 7/17/13
Kentucky Land Title Agency, Inc. Fort Mitchell, KY 6/12/06 – 10/28/15	McNeese Title, LLC Destin, FL 8/17/06 – 11/9/15	Northwest Title, LLC Bellevue, WA 6/12/06 – 11/1/08
Orange Coast Santa Ana, CA 6/12/06 – 3/1/16	PCR Title Agency of MD/DC, LLC Crofton, MD 6/12/06 – 1/27/10	Performance Title Agency, Inc. Cincinnati, OH 6/12/06 – 8/25/10
The Security First Title Affiliates, Inc. Jacksonville, FL 6/12/06 – 10/30/07	Trans-County Title Agency, LLC New Brunswick, NJ 6/12/06 – 11/19/15	Title Xperts Agency, Inc. Cleveland, OH 6/12/06 – 5/9/12
US Title Ins. Agency, LLC Bluffdale, UT 6/12/06 – 11/23/15		

The Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to approve the settlement. If the Court approves it, and after objections and appeals are resolved, an administrator approved by the Court will make the payments that the settlement allows. You will be informed of developments on the website, www.RESPAClassActionSettlement.com. The information below explains the lawsuit, the settlement, your rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Edwards v. The First American Corporation, et al.*, Case No. 07-03796 SJO (FFMx). Denise Edwards is the Plaintiff, and the First American entities are Defendants.

2. What is this lawsuit about?

The lawsuit claims that First American violated § 8(a) of the Real Estate Settlement Procedures Act (“RESPA”), 12 U.S.C. § 2607(a), by purchasing ownership interests in title insurance agencies and obtaining agreements from such agencies to refer title insurance business exclusively to First American Title Insurance Company. Specifically, the Plaintiff claims that this scheme violated RESPA’s ban on giving or receiving “any fee, kickback, or thing of value” in return for referrals of title insurance business in a mortgage loan transaction. The Complaint alleges that First American engaged in this scheme to increase the title insurance premiums it collected and to expand its share of the title insurance market in a way and manner that violates federal law.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case Denise Edwards) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all class members, except for those who exclude themselves from the Class. U.S. District Judge S. James Otero is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or First American. Plaintiff thinks she would have won up to three times what was paid for title insurance if she had won at trial. First American thinks that Plaintiff would not have won at trial. There was no trial in this matter. Instead, both sides have agreed to a settlement. That way they avoid the cost of a trial and the people affected will get compensation. The Class Representative and her attorneys think the settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the settlement?

Judge Otero decided that everyone who fits this description is a Settlement Class Member: *All persons who (1)(a) paid for; (b) a First American title insurance policy; (c) issued by an Implicated Title Insurance Agent; (d) during the Settlement Class Period (June 12, 2006 to May 11, 2016; (e) that insured a residential property; and (2) were not the sellers of the property insured.*

6. Are there exceptions to being included?

You are not a Settlement Class Member if you do not meet each of the requirements set forth in response to Question 5 above, or if you were not the purchaser of real estate involved in the title insurance transaction. You are also not a Settlement Class Member if you are an officer or director of First American or an immediate family member of an officer or director of First American.

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-844-778-5951 for more information, or you can fill out and return the Claim Form described in Question 10 to see if you qualify.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

First American has agreed to pay Settlement Class Members who submit a valid Claim Form the sum of \$75.00.

In addition, First American has agreed, absent a change in the law, to not seek, obtain, or enter into any future agreement or understanding with a title agency or similar business that involves both (a) the exclusive use (or for any specified minimum amount of use) by the title agency of First American for title insurance underwriting and (b) the purchase by First American of any ownership interest in the title agency.

9. Will I have to pay taxes on my payment?

You should consult your tax preparer when you file your tax returns.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

10. How can I get a payment?

To qualify for payment, you must send in a Claim Form. A Claim Form is available on the website. Read the instructions carefully, fill out the Claim Form, include all the documents the Claim Form asks for, sign it, and mail it postmarked no later than **November 18, 2016**.

After you submit the Claim Form, the Settlement Administrator will review the information you provide and determine if you are eligible to receive a payment. If you are eligible, you will be added to the Settlement Class and receive a payment. If you are not eligible, you will receive a letter notifying you of the fact.

11. When would I get my payment?

The Court will hold a hearing on **October 5, 2016** to decide whether to approve the settlement. If Judge Otero approves the settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time. Everyone who sends in a Claim Form will be informed of the progress of the settlement, and Class Counsel will continue to update the progress of the case on the website. Please be patient.

12. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against First American about the legal issues in *this* case. The Settlement Agreement describes exactly the legal claims that you will give up. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will also agree to a "Release of Claims." A complete copy of the Settlement Agreement is available on the website. Talk to Class Counsel or your own lawyer if you have any questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue First American on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as "opting out" of the Settlement Class.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Edwards v. First American* (a "Request for Exclusion"). Be sure to include your name, address, telephone number, and your signature. You must mail your Request for Exclusion no later than **August 19, 2016** to the following:

Edwards v. First American Exclusion
PO Box 4098
Portland, OR 97208-4098

You can also use the Request for Exclusion form available on the website. The timeliness of Requests for Exclusion will be conclusively determined by the postmarked date or other proof for the date of mailing or for the delivery.

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

14. If I don't exclude myself, can I sue First American for the same thing later?

No. Unless you exclude yourself, you give up any right to sue First American for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **August 19, 2016**.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any payment. But, you may sue, continue to sue, or be part of a different lawsuit against First American.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed the following law firms to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

James W. Spertus, Esq.
SPERTUS, LANDES & UMHOFFER, LLP
1990 South Bundy Drive, #705
Los Angeles, CA 90025

Cyril V. Smith, Esq.
William K. Meyer, Esq.
ZUCKERMAN SPAEDER LLP
100 East Pratt Street, Suite 2440
Baltimore, MD 21202

17. How will the lawyers be paid?

Class Counsel will ask the Court to order First American to pay up to \$5,750,000 to them for attorneys’ fees and expenses and \$10,000 to Ms. Edwards for her services as Class Representative. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts. First American will separately pay the fees, expenses, and payments that the Court awards. These amounts will not reduce the payments available for Settlement Class Members. First American has agreed not to oppose Class Counsel’s request for these payments. First American will also pay the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the settlement or some part of it.

18. How do I tell the Court that I don’t like the settlement?

If you’re a Settlement Class Member, you can object to the settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement, or you can use the Objection Form available on the website, www.RESPAClassActionSettlement.com. You must mail the objection to each of these four different places postmarked no later than **August 19, 2016**:

Court	Clerk of the Court United States District Court for the Central District of California 312 North Spring Street Los Angeles, CA 90012
Class Counsel	James W. Spertus, Esq. SPERTUS, LANDES & UMHOFFER, LLP 1990 South Bundy Drive, #705 Los Angeles, CA 90025 Cyril V. Smith, Esq. William K. Meyer, Esq. ZUCKERMAN SPAEDER LLP 100 East Pratt Street, Suite 2440 Baltimore, MD 21202

Defense Counsel	Ronald D. Kent, Esq. Michael J. Duvall, Esq. DENTONS US LLP 601 South Figueroa Street Suite 2500 Los Angeles, CA 90017-5704
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The timeliness of objections will be conclusively determined by the postmarked date or other proof for the date of mailing or for the delivery.

19. What's the difference between objecting and excluding?

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 exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on **October 5, 2016 at 10:00 a.m.** at the United States District Court for the Central District of California, 312 North Spring St, Los Angeles, CA 90012, Courtroom No. 1 (2nd Floor). At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Otero will listen to people who have asked to speak at the hearing. The Court will also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Otero may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Edwards v. First American*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **August 19, 2016** and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel at the four addresses specified in Question 18. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you'll get no money from this settlement. But unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against First American about the legal issues in this case ever again.

GETTING MORE INFORMATION

24. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details can be found in the Settlement Agreement and other documents which can be found on the website, www.RESPAClassActionSettlement.com.

25. How do I get more information?

More information is available on the website, www.RESPAClassActionSettlement.com. You can also call 1-844-778-5951 toll free or write to *Edwards v. First American* Class Action Settlement Administrator, P.O. Box 4098, Portland, OR 97208-4098.

PLEASE DO NOT CALL OR WRITE THE COURT OR FIRST AMERICAN FOR INFORMATION OR ADVICE.