

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

Denise P. Edwards, individually and on behalf of all others similarly situated v. First American Financial Corporation & First American Title Insurance Co., Case No. CV 07- 03796 (SJO)

IF, IN CONNECTION WITH A RESIDENTIAL MORTGAGE TRANSACTION BETWEEN JUNE 12 AND NOVEMBER 9, 2006, YOU PURCHASED OR PAID FOR A FIRST AMERICAN TITLE INSURANCE COMPANY TITLE INSURANCE POLICY FROM TOWER CITY TITLE AGENCY, LLC , YOUR RIGHTS COULD BE AFFECTED BY THIS LAWSUIT

A federal court authorized this notice. This is not a solicitation from a lawyer.

This lawsuit involves a claim that a title insurance company violated a federal statute prohibiting the payment of kickbacks and referral fees in connection with the performance of settlement services.

If you bought sold or refinanced real estate between June 12 and November 9, 2006 using the services of Tower City Title Agency, LLC and your HUD-1 settlement statement or another document in your loan file shows that First American Title Insurance Company (“First American”) issued a title insurance policy for your property, PLEASE READ FURTHER.

The United States District Court for the Central District of California has ruled that the above-referenced lawsuit may proceed as a Class Action. The Court has not decided whether First American or its parent company, First American Financial Company (collectively “Defendants”) have done anything wrong. This notice should not imply that there has yet been any determination of a violation of law or wrongdoing by the Defendants. At this point, there is no money available, and no guarantee there will be. However, your legal rights may be affected, and you have a choice to make now. You have two choices to consider:

****YOUR LEGAL RIGHTS AND OPTIONS ****	
REMAIN A CLASS MEMBER	<ul style="list-style-type: none">• BE LEGALLY BOUND BY COURT ORDERS AND ANY JUDGMENT IN THIS LAWSUIT• HAVE A CHANCE TO SHARE IN ANY BENEFITS OBTAINED
EXCLUDE YOURSELF AS A CLASS MEMBER	<ul style="list-style-type: none">• NOT BE BOUND BY COURT ORDERS AND ANY JUDGMENT IN THIS LAWSUIT• BE FREE TO PRESENT YOUR OWN CLAIMS AGAINST THE DEFENDANTS• HAVE NO SHARE IN ANY BENEFITS OBTAINED

Questions? Call Class Counsel at 410-825-2300 or visit
www.TowerCityClassAction.com.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why did I get this notice?

You received this notice because information indicates that you may have entered into a residential real estate transaction between June 12, 2006 and November 9, 2006 that involved the services of a Tower City Title Agency, LLC, (“Tower City”) and that you paid for or were charged a title insurance premium for title insurance issued by First American Title Insurance Co. (“FATIC”), and you may be a member of the class on whose behalf this lawsuit was filed.

2. What is a class action?

A class action is a lawsuit in which one or more members of a class may sue or be sued as representative parties on behalf of absent class members where: (a) the class is so numerous that it would be impracticable for all parties to be joined; (b) there are questions of law or fact common to the class; (c) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (d) the representative parties will fairly and adequately protect the interests of the absent class members.

3. Who is involved in this class action?

The Plaintiff’s Class representative is Denise P. Edwards (“Named Plaintiff”). Named Plaintiff has sued Defendants First American and its parent company First American Financial Corporation (together, “Defendants”).

4. What does it mean to be the “Named Plaintiff”?

The Named Plaintiff is the Class representative, a person identified in the Complaint as the plaintiff, who the Court has determined is legally adequate to represent the interests of the absent Class members.

5. Why is this lawsuit a class action?

This lawsuit is a class action because the Court has decided that it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in the federal courts. Specifically, the Court found that there are believed to be hundreds of individuals who

used the services of Tower City and who purchased or paid for title insurance policies issued by First American between June 12, 2006 and November 9, 2006; it is impracticable to join all of these individuals as plaintiffs; questions of law and fact are common to the class members; the claims of the Named Plaintiff are typical of the Class; and the Court has concluded that the Named Plaintiff is able to fairly and adequately protect the interests of the Class.

WHO IS IN THIS CLASS

6. Who are the “Class members” that the Named Plaintiff represents?

If between June 12, 2006 and November 9, 2006, you purchased or paid for title insurance using the services of Tower City in which the HUD-1 Settlement Statement, or other document in your loan file, includes a charge or payment for title insurance issued by First American, you are a potential Class member (unless you currently or have ever been an executive of the Defendant).

THE CLAIMS IN THIS LAWSUIT

7. What does this lawsuit complain about?

The Named Plaintiff claims in this lawsuit that the Defendants violated the Real Estate Settlement Procedures Act (“RESPA”), 12 U.S.C. §§ 2601 *et seq.*, by paying the owners of Tower City \$2 million for an agreement to refer title insurance business exclusively to FATIC. Specifically, the Named 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 the Defendants engaged in this scheme to increase the title insurance premiums they collected and to expand their share of the title insurance market in a way and manner that violates federal law.

8. What is the Plaintiff asking for and who represents the Plaintiff?

The Named Plaintiff is asking the Court to award her, and all Class members, three times the amount of any and all payments for title insurance to Tower City (your title agent) in mortgage loan transactions, as well as other damages allowed by RESPA. The Named Plaintiff

and the Class are represented by the Court-approved law firms of Gordon & Wolf, CHTD; Zuckerman Spaeder LLP; Spertus Landes & Umhofer; and the Fair Housing Law Clinic.

9. How do Defendants respond to the complaint and who represents them?

Defendants counter that the \$2 million payment to Tower City was solely to purchase an ownership interest in Tower City and was not a “fee, kickback or thing of value” in exchange for referrals of title insurance business. Defendants deny all of Plaintiff’s allegations, deny they violated RESPA or otherwise acted improperly, deny Plaintiff or the Class are entitled to the requested relief, and believe they have numerous other valid defenses. Defendants also believe that the damages recoverable by Plaintiff and the Class are limited to the 15% of the policy premium that First American was to receive from Tower City. Defendants are represented by the law firms of SNR Denton US LLP and Miller Shakman & Beem LLP.

10. Has the Court decided who is right?

No. The Court has not yet decided who is right or wrong in the lawsuit. By establishing the Class and ordering this notice to be issued, the Court is not suggesting that the Plaintiff will win or lose this case. The lawyers for Plaintiff and the Class must prove the claims at trial.

11. Is there any money available now?

No. There is no money available now.

CLASS ACTION RULING

12. What does it mean for this case to proceed as a class action?

The Court has decided this lawsuit can be a class action and move toward a trial because it meets the requirements of Federal Rule of Civil Procedures 23, which governs class actions in federal court. This ruling means that all decisions by the Court, whether favorable to the Named Plaintiff and Class or to the Defendants, will apply in like manner to every Class member who does not timely elect to be excluded from the Class (although the damages recoverable by each Class member may vary).

ELECTION BY CLASS MEMBERS

13. Will my rights be affected by this lawsuit?

As described above, your rights may be affected by this lawsuit. Everyone who is a potential Class member may have rights that are affected by this lawsuit. If you are within the Class defined in the Answer to Number 6 above, you have a choice to remain a member of the Class on whose behalf this suit is being maintained, or to elect to exclude yourself from this class action. Either choice will have its consequences, which you should understand before making your decision.

YOUR OPTIONS

14. How do I become a part of this class action?

If you want to become part of this class action, you are **NOT** required to do anything at this time. By doing nothing, you remain a member of the Class.

15. What can I expect if I am part of this class action?

If you remain a member of this class action, you will not be able to sue, or continue to sue, the Defendants as part of any other lawsuit about the same legal claims that are the subject of this lawsuit, regardless of whether or not the Plaintiff wins or loses at trial. You also will be legally bound by all the Orders the Court issues and judgments the Court makes in this class action. If any money or other benefits are obtained at trial or through a proposed settlement, you will be notified. You may have other rights and obligations as a Class member, which are described in the section of this Notice called Class Members' Rights and Obligations, below.

16. How do I exclude myself from this class action?

If you do not want to participate in this case and, as a result, want to exclude yourself from the class action, you must submit a Request for Exclusion no later than MM/DD_____, 2013. If you do not want to participate in this case, include in your request for exclusion:

- (a) your full name and current address,
- (b) the address of the property for the mortgage loan transaction at issue,

(c) the approximate closing date of the transaction, and

(d) a sentence stating: “The undersigned hereby requests exclusion from the Class in *Edwards v. First American Financial Corporation, et al.*, Case No. CV 07-03796 SJO in the U.S. District Court for the Central District of California.”

In addition, the class member requesting exclusion must sign the Request for Exclusion and mail the Request to:

Edwards v. First American Notice Administrator
c/o Strategic Claims Services
P.O. Box 230
Media, PA 19063

***The Request must be *postmarked* no later than _____, 2013.

17. What will it mean if I am not a part of this class action?

If you exclude yourself from this class action:

- (a) You will NOT share in any recovery that might be paid to Class members as a result of trial or settlement of this lawsuit;
- (b) You will not be bound by any decision in this lawsuit favorable to the Defendants; and
- (c) You may present any claims you have against the Defendants by filing your own lawsuit, or you may seek to intervene in this lawsuit.

CLASS MEMBERS’ RIGHTS AND OBLIGATIONS

18. Who will represent me if I am part of this class action?

If you remain a member of the Class, the Named Plaintiff and Class Counsel (both of whom were approved by the Court), will act as your representatives and attorneys in this lawsuit.

19. Can I hire my own attorney?

If you desire, you may appear in this lawsuit by your own attorney, but if you do so, you will be responsible to pay any fees for that attorney. Similarly, you may seek the advice and guidance of your own attorney, but, again, you are responsible for your own attorneys’

fees in doing so. You also may seek to intervene individually and may advise the Court if at any time you believe you are not being fairly and adequately represented by the Named Plaintiff and Class Counsel.

20. Do I have to do anything to share in a recovery?

Your participation in any recovery that may be obtained from the Defendants through trial or settlement will depend on the results of the lawsuit. If no recovery is obtained, you will be bound by that result. In addition, you may be required, as a condition for participating in any recovery, to present evidence of your transaction with First American and Tower City. As a result, you should preserve all documentation related to the transaction until further notice.

21. What should I do if my name or address changes?

If your name or address changes, please let us know right away. You will be entitled to appropriate notice of any ruling reducing the size of the Class, as well as notice of and an opportunity to be heard respecting any proposed settlement or dismissal of the Class claims. For these reasons, as well as to participate in any recovery, please notify the Notice Administrator at the address provided in Paragraph 16 of any corrections or changes in your name or address.

22. Is there a way to review the court filings in the case?

The pleadings and other records in this litigation may be examined and copied at any time on the Court's Electronic Case Filing website <https://ecf.cacd.uscourts.gov/cgi-bin/ShowIndex.pl>, or during regular hours at the office of the Clerk:

United States District Court
for the Central District of California
312 N. Spring St.
Los Angeles, California 90012

PLEASE DO NOT CONTACT THE COURT OR THE CLERK

23. How can I stay informed of the status of the lawsuit?

You can review the status of the case on the website www.TowerCityClassAction.com, where information will be posted from time to time.

QUESTIONS?

<p>CALL:</p>	<p>Plaintiff's Attorneys Gordon & Wolf, CHTD Richard S. Gordon Benjamin H. Carney 410-825-2300</p> <p>Zuckerman Spaeder LLP Cyril Vincent Smith, III William K. Meyer 410-332-0444</p> <p>Spertus Landes & Umhofer James W. Spertus Ezra D. Landes (310) 826-4700</p> <p>The Fair Housing Law Clinic Edward G. Kramer (216) 431-5300</p>	<p>For questions or to correct or change your name or address</p>
<p>WRITE TO:</p>	<p><i>Edwards</i> Notice Administrator c/o Strategic Claims Services P.O. Box 230 Media, PA 19063</p>	<p>For questions or to correct or change your name or address</p>
<p>VISIT:</p>	<p>www.TowerCityClassAction.com</p>	<p>For updated information about the lawsuit</p>