

NOTICE OF CLASS ACTION PROPOSED SETTLEMENT AND FINAL FAIRNESS HEARING

This Notice concerns a proposed class action settlement (“Class Action Settlement”) in a lawsuit entitled *Palombaro v. Emery Federal Credit Union*, in the U.S. District Court for the Southern District of Ohio (the “Lawsuit”). If you were a borrower or co-borrower on a residential mortgage loan either originated or brokered by Emery Federal Credit Union (“Emery”) 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 Class Action 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 this Lawsuit allege that between January 1, 2009 and December 31, 2014, Genuine Title provided certain unlawful benefits to Emery’s employees and/or agents in exchange for their agreement to refer borrowers to Genuine Title for the settlement of their Emery residential mortgage loans. Emery disputes the allegations in the Lawsuit and denies that it is or may be liable for any of the claims asserted or for the conduct of those employees and/or agents who allegedly accepted benefits from Genuine Title. *The Court has not made any judgment or other determination of Emery’s liability 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 Emery’s and/or Genuine Title’s records show that you are a potential Emery Class Member described below. This Notice is intended to describe generally the nature of the Lawsuit, the general terms of the proposed Class Action Settlement, and your legal rights and obligations.

Who is an Emery Class Member? Emery Class Members are 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 Emery for which Genuine Title provided a settlement service, as identified on the borrower’s 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, and/or agent of Defendant Emery Federal Credit Union, Genuine Title, LLC, Brandon Glickstein, Inc., Competitive Advantage Media Group, LLC, and/or Dog Days Marketing, LLC.

You are receiving this Notice because you are believed to be a potential Emery Class Member.

You do NOT need to submit a claim to receive Settlement Benefits under the Class Action Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT		
EMERY CLASS MEMBERS NEED NOT FILE A CLAIM TO BE CONSIDERED CLASS MEMBERS	If the Court gives final approval to the Class Action Settlement and after all potential appeals are exhausted, Emery Class Members will be eligible to receive the Settlement Benefits described below without submitting a claim.	Anticipated payment date: Ten (10) days after the Class Action Settlement becomes final and any appeals are exhausted.
IF YOU WISH TO BE EXCLUDED FROM THE CLASS ACTION SETTLEMENT, YOU MUST MAIL A REQUEST FOR EXCLUSION BY NO LATER THAN APRIL 16, 2018	This is the only option that allows you to retain your rights to independently sue Emery about the claims in this Lawsuit. In order to exclude yourself from the Class Action Settlement, you must follow the procedure described below and mail your Request for Exclusion to the Settlement Administrator at Palombaro et al. v Emery Federal Credit Union Settlement Administrator P.O. Box 404041, Louisville, KY 40233-4041.	The Exclusion Deadline for Requests for Exclusion to be mailed to the Settlement Administrator: April 16, 2018
IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT, YOU MUST FILE YOUR WRITTEN OBJECTION WITH THE COURT BY NO LATER THAN APRIL 16, 2018	You may write to the Court about why you object to (i.e., don’t like) the Class Action Settlement and think it should not be approved. You must follow the procedure described below for objecting to the Class Action Settlement and file your written objection with the Court at: Clerk’s Office, U.S. District Court for the Southern District of Ohio, 100 East Fifth Street, Cincinnati, OH 45202. You must also mail copies of your written	The Objection Deadline for the Filing of Objections with the Court: April 16, 2018

	objection to Class Counsel and Emery’s Counsel. The address for Class Counsel is: Michael Paul Smith, Smith, Gildea & Schmidt, LLC, 600 Washington Avenue, Ste. 200, Towson, MD 21204. The address for Emery’s Counsel is: Michael Kieval, Weiner Brodsky Kider PC, 1300 19 th Street, NW, 5 th Floor, Washington, DC 20036. If you exclude yourself from the Class Action Settlement, you may not object to the Class Action Settlement because you will no longer be bound by it.	
IF YOU WISH TO ATTEND THE “FINAL FAIRNESS HEARING” ON THE CLASS ACTION SETTLEMENT	The Court will hold a “Final Fairness Hearing” to consider the Class Action Settlement, Class Counsel’s request for attorneys’ fees and expenses, and the Class Representatives’ request for service awards. If you do not exclude yourself from the Class Action Settlement, 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.	Scheduled Date, Time, and Location of Final Fairness Hearing: July 10, 2018 at 10:00a.m. in Courtroom 7 of the U.S. District Court for the Southern District of Ohio, 100 East Fifth Street, Cincinnati, OH 45202.
IF YOU DO NOTHING AND ARE AN EMERY CLASS MEMBER	If you do not timely exclude yourself from the Class Action Settlement and the Court gives final approval to the Class Action Settlement at or after the Final Fairness Hearing, you will <i>not</i> be able to sue Emery for the Released Claims under the Class Action Settlement, but you will still be eligible to receive the Settlement Benefits described below.	

These rights and options are explained in more detail below.

If you have questions concerning the Class Action Settlement, you may contact Class Counsel for the Emery Class Members at (410) 821-6705 or mps@sgs-law.com. You may also obtain more information about the Class Action Settlement, including a copy of the Settlement Agreement and the Motions and Court Orders relating thereto, through the Settlement Administrator’s website at www.GenuineTitleEmerySettlement.com.

The Court has preliminarily approved the Class Action Settlement and will decide later whether to give final approval to the Class Action Settlement. The relief provided to Emery Class Members will be provided only if the Court gives final approval to the Class Action Settlement and after any appeals are resolved in favor of the Class Action Settlement. **Please be patient.**

You can also access the filings in the Lawsuit through the Court’s public access service known as PACER that 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 CLASS ACTION SETTLEMENT.

1. What is this Lawsuit about?

The Plaintiffs in the Lawsuit allege that certain former Emery employees referred business to Genuine Title in exchange for money and other things of value, which the Plaintiffs contend violated federal law. Emery disputes the allegations in the Lawsuit and denies that it is or may be liable for the conduct of those persons who allegedly accepted benefits from Genuine Title. Emery has agreed to the Class Action Settlement solely to avoid the expense and inconvenience of further proceedings in the Lawsuit, and does so without any admission of wrongdoing or liability. The Court has not made any judgment or other determination of Emery’s liability in the Lawsuit.

2. What is a class action?

In a class action lawsuit, one or more people called Plaintiffs sue on behalf of others who may have similar claims. A court can certify a class of individuals for purposes of settling claims in a lawsuit. That is what has happened in the Lawsuit.

3. Why is there a Class Action Settlement?

To avoid the costs and uncertainties of the Lawsuit, the Plaintiffs, their attorneys, and Emery have agreed to resolve the disputed claims involving Emery in the Lawsuit through a Class Action Settlement. The Class Action Settlement allows for the Emery Class Members to receive relief through the benefits provided under the Class Action Settlement and described in Question 5 of this Notice (once the Class Action Settlement becomes final), rather than years from now, if ever, since it is unknown whether the Plaintiffs would succeed in the Lawsuit. In granting preliminary approval to the Class Action Settlement, the Court has preliminarily determined that the Class Action Settlement is fair and reasonable.

4. How do I know if I am part of the Class Action Settlement?

The Court has decided that everyone who fits this description is an Emery Class Member who is part of the Class Action Settlement:

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 Emery for which Genuine Title provided a settlement service, as identified on the borrower's 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, and/or agent of Defendant Emery Federal Credit Union, Genuine Title, LLC, Brandon Glickstein, Inc., Competitive Advantage Media Group, LLC, and/or Dog Days Marketing, LLC.

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

The Class Action Settlement provides for the following Settlement Benefits:

Each of the Emery Class Members shall receive a proportionate share of the Common Fund remaining after deduction of any awards of attorneys' fees, costs, expenses, and Service Awards. The formula for distribution shall be the Common Fund less any awards of attorneys' fees, costs, expenses, and Service Awards, divided by the number of members of the Emery Class who did not file a complete and valid Request for Exclusion by the Exclusion Deadline.

The Settlement Benefits described above will be funded by Emery through a fund (the "Common Fund") administered by a Court-appointed Settlement Administrator. The Common Fund totals \$9,000,000.00.

Any amount remaining in the Common Fund after the payment of benefits will be paid to Habitat for Humanity International or another charitable organization to be approved by the Court. The payment of Settlement Benefits is predicated upon the Class Action Settlement receiving final approval, and such approval being upheld on appeal (if any appeal is filed).

6. Who represents the Emery Class Members in the Lawsuit?

The Emery Class Members are represented by Court-approved Class Representatives, who are Plaintiffs in the Lawsuit. The appointed Emery Class Representatives are: Frank and Shelly Palombaro, Kevin and Jennifer McAlpin, Gary Ratcliff, and David and Melinda Alvarado.

The Court has also appointed Plaintiffs' Counsel to serve as Class Counsel for the Emery Class Members. Class Counsel for the Emery Class Members are: Michael Paul Smith and Melissa L. English of the law firm Smith, Gildea & Schmidt, LLC, Timothy F. Maloney and Veronica B. Nannis of the law firm Joseph Greenwald & Laake, P.A., and Gregory M. Utter and Melissa A. Schaub of the law firm Keating Muething & Klekamp, PLL.

Class Counsel may be contacted as follows:

By telephone to: (410) 821-6705 By email to: mps@sgs-law.com

By mail to: Michael Paul Smith, Smith, Gildea & Schmidt, LLC, 600 Washington Avenue, Ste. 200, Towson, MD 21204.

If you want to be represented by your own lawyer, you may hire one at your own expense.

7. Will the Class Representatives receive any compensation for their efforts in bringing this Lawsuit?

The Class Representatives will request a Service Award of up to \$5,000 each for their service as Class Representatives and their efforts in bringing the Lawsuit, which is deducted from the Common Fund. The Court will make the final decision as to the amount to be paid to the Class Representatives at or after the Final Fairness Hearing.

8. How will Class Counsel be paid?

Class Counsel will ask the Court to give final approval of the Class Action Settlement at the Final Fairness Hearing, and will also ask the Court for an award of attorneys' fees, costs, and expenses up to a maximum of 30% of the Common Fund, to be deducted from the Common Fund. The Court will make the final decision as to the amounts to be paid to Class Counsel at or after the Final Fairness Hearing.

9. How will the Settlement Administrator be paid?

The Settlement Administrator for the Class Action Settlement is Kurtzman Carson Consultants, LLC (KCC) and was designated by the Court to administer the Class Action Settlement, including preparing and mailing this Notice, maintaining a Class Action Settlement website, issuing the Settlement Benefits payments from the Common Fund, and preparing required reports. The Settlement Administrator is retained by Plaintiffs. Payment to the Settlement Administrator of the amount required for the administration of the Class Action Settlement will be deducted from the Common Fund.

10. How do I get paid Settlement Benefits under the Class Action Settlement?

If you are an Emery Class Member and do not timely exclude yourself from the Class Action Settlement, you (and your co-borrower(s), if any) will be paid the Settlement Benefit described in Question 5 above by the Settlement Administrator from the Common Fund approximately 10 days after the Class Action Settlement obtains final approval and the approval of the Class Action Settlement is upheld on appeal (if any appeals are filed).

11. What do Emery Class Members give up to obtain relief under the Class Action Settlement?

Unless you exclude yourself as an Emery Class Member from the Class Action Settlement, you will remain an Emery Class Member, and that means that upon final approval of the Class Action Settlement you will not be able to sue any of the Releasees (as defined below) with respect to any of the Released Claims (as defined below), or otherwise to assist others in doing so, and will be forever barred from doing so, in any court of law or equity, or any other forum. It also means that all of the Court's Orders will apply to you and legally bind you.

If you exclude yourself from the Class Action Settlement, you will retain the right to bring a claim against Emery, but you will not have representation provided for you through this Lawsuit, and you will be responsible for hiring your own attorney, at your own expense.

If the Class Action Settlement receives final approval, the Court will enter a Final Approval Order and Judgment Order dismissing the Lawsuit "with prejudice" (i.e., meaning that it cannot be filed again).

Upon the entry of the Final Approval Order and Judgment Order, the Class Action Settlement provides that the Class Representatives, all Emery Class Members who do not timely exclude themselves from the Class Action Settlement, and Class Counsel, and all of their respective heirs, executors, personal representatives, successors, and assigns (together "the Releasers"), release, remise, resolve, waive, acquit, and forever discharge Emery, its predecessors, successors, assigns, parents, subsidiaries, affiliates, related entities, and all of their past and present agents, directors, officers, employees, shareholders, insurers, financial institution bond-issuers, 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, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, including Unknown Claims (as defined below), 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 which in any way concern and/or relate to: (a) the matters alleged and claims asserted in the Litigation and/or claims that could have been alleged therein based on the facts alleged in the complaints filed in the Litigation; (b) Genuine Title's closing of and/or provision of settlement and/or title services on the loans brokered or originated by Emery that are the subject of the Class Action Settlement; (c) the origination of the loans that are the subject of the Class Action Settlement; (d) the Alleged Referral Scheme; (e) any benefit(s), payment(s), and/or thing(s) of value received by Emery and/or its employees, agents, and/or representatives from Genuine Title and/or any of its related or affiliated entities; and (f) any benefit(s), payment(s), and/or thing(s) of value received by Genuine Title from Emery and/or its employees, agents, and/or representatives (collectively the "Released Claims"). The Parties shall request that this Release be included in the Final Approval Order and Judgment entered in this case.

"Unknown Claims" means any Released Claims which the Class Representatives or any other Emery Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims which, if known by him, her, or it might have affected his, her, or its decision(s) with respect to this Class Action Settlement. The Parties stipulate and agree that, upon

the entry of the Final Judgment Order, the Class Representatives shall expressly waive, and each of the Emery 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 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 acknowledge, and each of the other Emery Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Class Action Settlement. The Class Representatives further acknowledge, and all Emery Class Members shall be deemed by operation of the Final Judgment Order to have acknowledged, that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matters of the Released Claims, but that it is their intention upon the Effective Date, to have, fully, finally, and forever settled and released any and all claims within the scope of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden, which now exist, may hereafter exist or may heretofore have existed, without regard to the subsequent discovery or existence of such different or additional facts. All of the foregoing is the definition of “Unknown Claims.”

12. How do Emery Class Members exclude themselves from the Class Action Settlement?

Any Emery Class Member shall have the right to opt-out or exclude themselves as an Emery Class Member from the Class Action Settlement by sending a written Request for Exclusion to the Settlement Administrator at the following address:

Palombaro et al v Emery Federal Credit Union
Settlement Administrator
P.O. Box 404041
Louisville, KY 40233-4041

Requests for exclusion must be mailed to the Settlement Administrator in a post-marked envelope no later than the Exclusion Deadline of **April 16, 2018** and must be signed by the Emery Class Member requesting exclusion from the Class Action Settlement and any co-borrower(s) on their Emery mortgage 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 Emery mortgage loan, the address of the property which secured their Emery mortgage loan, and an affirmation, under penalty of perjury, that the requestor seeking to be excluded from the Class Action Settlement and their co-borrower(s), if any, also wish to opt-out of being Emery Class Member(s) and understand that, in doing so, they will not be entitled to any Settlement Benefits under the Class Action Settlement.

If you submit a timely and valid Request for Exclusion, you will not be a part of the Class Action Settlement, will not be eligible to receive Settlement Benefits, will not be bound by the Final Approval Order and Judgment Order entered in the Lawsuit, and will not be precluded from bringing claims against Emery at your own cost.

13. How do I tell the Court that I object to (i.e., do not like) the Class Action Settlement?

At the date, time, and location stated below, the Court will hold a Final Fairness Hearing to determine if the Class Action Settlement is fair, reasonable, and adequate, and to also consider Class Counsel’s request for an award of attorneys’ fees, costs, 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 Class Action Settlement, you must file with or mail to the U.S. District Court for the Southern District of Ohio, 100 East Fifth Street, Cincinnati, OH 45202, and also mail to Class Counsel at Michael Paul Smith, Smith, Gildea & Schmidt, LLC, 600 Washington Avenue, Ste. 200, Towson, MD 21204 and to Emery’s Counsel, Michael Kieval, Weiner Brodsky Kider PC, 1300 19th Street, NW, 5th Floor, Washington, DC 20036, a written objection (“Objection”) by the Objection Deadline of **April 16, 2018** that complies with the following requirements. All Objections must be signed by the person(s) making the Objection, or an attorney or legal guardian authorized to act on their behalf, and must set forth in detail each component of the Class Action Settlement to which they object, the reasons for each such objection, and any 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 Emery mortgage loan, the address of the property which secured their Emery 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 Class Action Settlement. The Objection must also state whether the Emery Class Member(s) intend(s) 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 Emery 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 both Class Counsel and Emery's Counsel.

IF YOU DO NOT TIMELY AND PROPERLY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS TO THE CLASS ACTION 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 section, 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 Class Action Settlement, to the award of attorneys' fees, expenses, and costs, or to the Service Awards to the Class Representatives.

If you and/or your attorney intends 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.

14. What is the difference between excluding myself and objecting to the Class Action Settlement?

Objecting is simply telling the Court that you don't like something about the Class Action Settlement. You can object only if you stay an Emery Class Member. Excluding yourself is telling the Court that you don't want to be an Emery Class Member. If you timely exclude yourself, you have no basis to object because the Class Action Settlement will no longer affect you.

15. When and where will the Final Fairness Hearing occur?

The Court has preliminarily approved the Class Action Settlement and will hold a hearing to decide whether to give final approval to the Class Action Settlement. The purpose of the Final Fairness Hearing will be for the Court to determine whether the Class Action Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Emery Class Members, to consider the award of attorneys' fees, costs, and expenses to Class Counsel, and to consider the request for Service Awards to the Class Representatives.

The Final Fairness Hearing will take place at 10:00 a.m. on July 10, 2018 in Courtroom 7 of the Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, OH 45202. The hearing may be postponed to a different date or 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 www.GenuineTitleEmerySettlement.com for updates about the Class Action Settlement in general and the Final Fairness Hearing specifically.

At that hearing, the Court will consider Objections concerning the fairness of the Class Action Settlement. You may attend, but you do not have to. As described above in Question 13 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 Emery's Counsel; and (b) 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 Class Action Settlement, however, you may not speak at the Final Fairness Hearing.

GETTING MORE INFORMATION & UPDATED INFORMATION ABOUT THE CLASS ACTION SETTLEMENT

To obtain a copy of the Settlement Agreement (which provides a brief summary of what has happened in the Lawsuit), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees, costs, and expenses, and the operative complaint filed in the Lawsuit, please visit the Settlement Administrator's website at www.GenuineTitleEmerySettlement.com.

The above-provided description of the Lawsuit is general and does not cover all of the issues and proceedings that have occurred in the Lawsuit. The written Settlement Agreement sets forth the full and controlling terms and conditions of the Class Action Settlement, and for the full details of the Class Action Settlement, you should read the Settlement Agreement. In order to see the complete file for the Lawsuit, you may access it online through the PACER system at <https://www.pacer.gov/>. You may also contact Class Counsel by calling (410) 821-6705 or emailing mps@sgs-law.com.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE CLASS ACTION SETTLEMENT TO EMERY'S COUNSEL OR THE COURT.

Dated: February 14, 2018