

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

MAUREEN DILORETI, LORI A. VELTRI, and MICHAEL A. VELTRI, individually and on behalf of all others similarly situated,
Plaintiffs,
v.
COUNTRYWIDE HOME LOANS, INC., BANK OF AMERICA, N.A., LANDSAFE APPRAISAL SERVICES, INC., EDWARD A. DIPINO d/b/a EDWARD DIPINO APPRAISAL SERVICES, GREGORY J. FUNARI, and EDWARD S. DIPINO d/b/a EDWARD DIPINO APPRAISAL SERVICES,
Defendants.

Case No.: 5:14-CV-00076-JPB-JES

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT, AND COURT
APPROVAL HEARING**

TO: All West Virginia Residents who obtained a refinance mortgage loan (“Refinance Loan”) from Bank of America, N.A. (BANA), Countrywide Home Loans, Inc. (CHL), or Countrywide Bank, FSB (CB), at any time since January 1, 2001, in connection with which, BANA, CHL, CB and/or LandSafe Appraisal Services, Inc. (LAS) obtained an appraisal of the property securing the Refinance Loan from Edward DiPino Appraisal Services, Yoblinski Appraisal Services, or any of their agents, employees, or representatives (including Edward A. DiPino, Edward S. DiPino, Gregory J. Funari, and Richard Hyett) (the “Class”).

THIS IS A COURT NOTICE. PLEASE READ THIS NOTICE CAREFULLY, AS THE PROPOSED SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR LEGAL RIGHTS AND PROVIDE YOU POTENTIAL BENEFITS. THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

I. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is (a) to advise You of a proposed settlement (referred to as the “Settlement”) of the above-captioned lawsuit (the “Action”) pending against Countrywide Home Loans, Inc., Bank of America, N.A., LandSafe Appraisal Services (collectively, “Bank Defendants”), Edward A. DiPino d/b/a Edward DiPino Appraisal Services, Gregory J. Funari, and Edward S. DiPino d/b/a Edward DiPino Appraisal Services (collectively, “Appraiser Defendants”) in the United States District Court for the Northern District of West Virginia (the “Court”); (b) to summarize Your rights under the Settlement; and (c) to inform You of a court hearing to consider whether to finally approve the Settlement to be held on August 22, 2016 before the Honorable John Preston Bailey, United States District Court for the Northern District of West Virginia, North Courtroom, 1125 Chapline Street, Wheeling, WV 26003 (the “Court Approval Hearing”).

II. WHAT IS THE ACTION ABOUT?

In the Action, Plaintiffs Maureen DiLoreti, Lori A. Veltri and Michael A. Veltri (“Plaintiffs”) allege that they and other members of the Class refinanced their mortgage loans with one of the Bank Defendants. Plaintiffs allege that, in connection with those Refinance Loans, the Bank Defendants ordered appraisals from one of the Appraiser Defendants using an order form that included the loan amount or an estimate of the property value. Plaintiffs allege that the use of order forms containing such information violated certain West Virginia consumer protection statutes, including the West Virginia Residential Mortgage Lender, Broker & Servicer Act, W. Va. Code. § 31-17-1 *et seq.*, and the West Virginia Consumer Credit Protection Act, W. Va. Code § 46A-1-101 *et seq.* For these alleged violations, Plaintiffs seek to recover statutory damages, attorneys’ fees, and litigation costs from the Defendants in the lawsuit.

On April 19, 2016, and subject to further consideration at the Court Approval Hearing, the Court provisionally approved settlement of the Action as to those persons meeting the criteria set forth in Section III below. Class Counsel has conducted a thorough investigation into, and has engaged in extensive litigation and discovery with respect to, the relevant facts and law. Class Counsel has concluded that the outcome of the Action is uncertain and that the proposed settlement is in the best interests of Plaintiffs and the Class Members.

Defendants deny that they acted unlawfully, deny that they violated West Virginia’s consumer protection laws or any other law or legal requirement, deny that Plaintiffs (or others) are entitled to recover any amounts from them, and assert numerous defenses against Plaintiffs’ claims. Defendants further deny that class certification is required or appropriate. Defendants have contested Plaintiffs’ claims, have contested liability to the Class Members, and have asserted numerous defenses.

The Court never resolved the claims and defenses of the parties in the Action. The Court also never resolved whether Defendants did anything wrong.

This Notice should not be understood as an expression of any opinion by the Court as to the merits of the Plaintiffs’ claims or Defendants’ defenses. Plaintiffs and Defendants recognize that to resolve these and other important issues would be time-consuming, uncertain, and expensive.

III. WHO IS PART OF THE PROPOSED SETTLEMENT?

Plaintiffs and Defendants have entered into an agreement to settle the Action (the "Settlement Agreement"). The Court has provisionally approved the Settlement in the Settlement Agreement as fair, reasonable, and adequate. The Court will hold the Court Approval Hearing, as described in Section VIII below, to consider whether to make the Settlement final.

The Court has provisionally certified a settlement class, consisting of persons who will be the final settlement class (the "Settlement Class") if the Settlement is approved, which includes all persons who meet the following criteria:

- You obtained a Refinance Loan—a mortgage loan used to pay off an existing mortgage loan secured by the same property as the Refinance Loan—from BANA, CHL, or CB on or after January 1, 2001; and
- You were a West Virginia resident at the time You obtained Your Refinance Loan; and
- Your Refinance Loan was secured by residential property located in West Virginia; and
- As part of Your Refinance Loan transaction, one of the Bank Defendants ordered an appraisal of the property securing Your Refinance Loan from Edward DiPino Appraisal Services, Yoblinski Appraisal Services, or any agent (alleged or actual), associate, staff member, assistant, intern, apprentice, volunteer, or affiliate of any of these Appraisers or Appraisal companies, including Edward A. DiPino, Gregory J. Funari, Edward S. DiPino, and Richard Hyett.

According to Bank of America's records, You may meet these criteria and be a member of the Settlement Class. Further, if You have received more than one copy of this Notice in the mail, then that may be because You may be a member of the Settlement Class as to more than one qualifying Refinance Loan. If You were a co-borrower or co-obligor on a qualifying Refinance Loan, then You and each other co-borrower or co-obligor as to that Refinance Loan will be treated as a single member of the Settlement Class for purposes of the proposed Settlement.

IV. WHAT ARE THE PRINCIPAL TERMS OF THE PROPOSED SETTLEMENT?

The principal terms of the proposed Settlement are as follows:

A. **SETTLEMENT AMOUNT.** The maximum aggregate amount Defendants have agreed to pay under the Settlement, if it gains final approval from the Court, is one million six hundred thirty-eight thousand dollars (\$1,638,000) (the "Settlement Amount"). The Bank Defendants' share of the Settlement Amount is a maximum of eight hundred eighty-eight thousand dollars (\$888,000.00) (the "Bank Defendants' Settlement Amount"). The Appraiser Defendants' share of the Settlement Amount is collectively seven hundred fifty thousand dollars (\$750,000.00) (the "Appraiser Defendants' Settlement Amount"), including four hundred fifty thousand dollars (\$450,000.00) on behalf of Defendant Edward A. DiPino d/b/a Edward DiPino Appraisal Services and Edward S. DiPino d/b/a Edward DiPino Appraisal Services and three hundred thousand dollars (\$300,000.00) on behalf of Defendant Gregory J. Funari. This Settlement Amount includes all amounts that Defendants have agreed to pay for payments:

- (i) to members of the Settlement Class in exchange for the Release (as described in Section IV(C));
 - (ii) to Plaintiffs as a Class Representative Award (as described in Section IV(D));
 - (iii) to Class Counsel for attorneys' fees and litigation costs actually incurred in the Action (as described in Section IV(D));
- and
- (iv) to the Settlement Administrator for settlement administration costs (as described in Section IV(E)).

B. **SETTLEMENT BENEFIT.** Each member of the Settlement Class who does not exclude himself or herself from the Settlement Class (as described in Section VII(B)) ("Class Member") will be eligible to receive a check ("Benefit Check") from the Bank Defendants' Settlement Amount. Some Class Members will be eligible to receive a second Benefit Check from the Appraisers Defendants' Settlement Amount. No member of the Settlement Class will be eligible to receive more than two Benefit Checks.

(i) **Benefit Checks from the Bank Defendants' Settlement Amount.** If You are a Class Member and do not exclude Yourself from the Settlement, then You will be eligible to receive a Benefit Check from the Bank Defendants' Settlement Amount regardless of the appraiser who performed the appraisal in connection with Your Refinance Loan. The Benefit Checks payable to eligible Class Members from the Bank Defendants' Settlement amount will be in the same amount. That amount is currently estimated to be five thousand five hundred dollars (\$5,500). This estimated amount may increase or decrease depending upon a number of factors detailed in the Settlement Agreement, including, for example, the number of Class Members who elect to opt out of the Settlement and the final amounts, if any, awarded by the Court for attorneys' fees, litigation costs, and class representative awards. Once these and other variables identified in the Agreement are known, the amount of the Benefit Checks payable from the Bank Defendants' Settlement Amount will be adjusted in accordance with the terms of the Settlement Agreement prior to being sent to eligible Class Members.

(ii) **Benefit Checks from the Appraiser Defendants' Settlement Amount.** If You are a Class Member, do not exclude Yourself from the Settlement, and the Appraiser who performed the appraisal in connection with Your Refinance Loan was Edward A. DiPino d/b/a Edward DiPino Appraisal Services, Edward S. DiPino d/b/a Edward DiPino Appraisal Services, or Gregory J. Funari, then You will be eligible to receive an additional Benefit Check from the Appraiser Defendants' Settlement Amount. The amount of the

additional Benefit Check payable to eligible Class Members from the Appraiser Defendants' Settlement Amount will depend upon whether the appraisal in connection with Your Refinance Loan was performed by defendants Edward A. DiPino d/b/a Edward DiPino Appraisal Services or Edward S. DiPino d/b/a Edward DiPino Appraisal Services (the "DiPino Group"), on the one hand, or Defendant Gregory J. Funari (the "Funari Group"), on the other hand.

For each eligible Class Member in the DiPino Group, the amount of the additional Benefit Check payable from the Appraiser Defendants' Settlement Amount will be the same for each of them and is estimated to be eight thousand five hundred dollars (\$8,500).

For those eligible Class Members in the Funari Group, the amount of the additional Benefit Check payable from the Appraiser Defendants' Settlement Amount will be the same for each of them and is estimated to be seven thousand seven hundred dollars (\$7,700).

The estimated amounts for the additional Benefit Checks potentially available to members of the DiPino Group and Funari Group may increase or decrease depending upon a number of factors, including, for example, the number of Class Members who elect to opt out of the Settlement and the final amounts, if any, awarded by the Court for attorneys' fees, litigation costs, and class representative awards. Once these and other variables identified in the Agreement are known, the amount of the additional Benefit Checks payable from the Appraiser Defendants' Settlement Amount will be adjusted in accordance with the terms of the Settlement Agreement prior to being sent to eligible Class Members in the DiPino Group or Funari Group.

No Class Member is a member of both the DiPino Group and Funari Group as to a Refinance Loan, and no eligible Class Member will receive more than two Benefit Checks in connection with a Refinance Loan.

The additional Benefit Checks available to Class Members in the DiPino Group or Funari Group arises because of different settlement assets available to the Appraiser Defendants to resolve the claims against them in the Litigation.

(iii) The Benefit Checks will be paid exclusively from, and not in addition to, the Settlement Amount.

(iv) If You are a Class Member with respect to more than one qualifying Refinance Loan and take no action, You will be eligible to receive a Benefit Check for each such Loan from the Bank Defendants Settlement Amount, and if You are also a member of either the DiPino Group or the Funari Group as to each such Loan, You will be eligible to receive an additional Benefit Check for each such Loan.

C. *RELEASE.* Plaintiffs and each Class Member who does not exclude himself or herself from the Settlement Class will release certain claims against Defendants. This is referred to as the "Release." Generally speaking, the Release will prevent any Class Member from bringing any lawsuit or making any claims that Defendants violated West Virginia's consumer protection laws or any other law or legal requirement by communicating loan amounts, sales prices, or other estimates of value on appraisal order forms, or other claims associated with appraisals performed by the Appraisers. The Release will also prevent every Class Member, and certain related parties, from suing or bringing such claims against Defendants, companies related to Defendants, Defendants' employees, and certain other third parties. The terms of the Release, as set forth in the Settlement Agreement, are reproduced in the Addendum appearing at the end of this Notice.

The Release, as set forth in paragraphs 4.01 to 4.05 of the Settlement Agreement and the Addendum to this Notice, will be effective as to every Class Member who does not exclude himself or herself from the Settlement Class regardless of whether or not the Class Member receives and cashes a Benefit Check(s).

D. *ATTORNEY FEE/LITIGATION COST AND CLASS REPRESENTATIVE AWARDS.* The Court will determine the amount of attorneys' fees and litigation costs to award to Class Counsel from the Settlement Amount for investigating the facts and law in the Action, litigating the Action since 2014, and negotiating the proposed Settlement of the Action (the "Attorney Fee/Litigation Cost Award"). Class Counsel will ask the Court to award them attorneys' fees from the Settlement Amount in the amount of \$540,540 (or 33% of the Settlement Amount) and litigation costs from the Settlement Amount in the amount of \$20,000. Class Counsel will make those requests in a motion to be filed with the Court on or before July 11, 2016 seeking an Attorney Fee/Litigation Cost Award. Copies of that motion will be available from Class Counsel, or from the Court after that date, as set forth in Section IX below.

Class Counsel will also ask the Court to award Plaintiffs, as representatives of the Settlement Class, an amount up to \$10,000 from the Settlement Amount for their service in the Action ("Class Representative Award"). Class Counsel will make that request in a motion to be filed with the Court on or before July 11, 2016 seeking a Class Representative Award. Copies of that motion will be available from Class Counsel, or from the Court after that date, as set forth in Section IX below.

Any Attorney Fee/Litigation Cost Award or Class Representative Award will be paid by Defendants exclusively from (and not in addition to) the Settlement Amount.

E. *SETTLEMENT ADMINISTRATION.* The costs of administration of the proposed Settlement are capped at \$25,000 and will be paid by Defendants exclusively from, and not in addition to, the Settlement Amount.

F. *DISMISSAL OF THE ACTION.* The Action will be dismissed with prejudice.

If the Settlement is approved by the Court and becomes final, Benefit Checks will be provided to eligible Class Members. If the Settlement is not approved by the Court or does not become final for any reason, the Action will continue, and Class Members will not be entitled to receive the Benefit Check(s).

SECTIONS IV(A)-(F) ABOVE PROVIDE ONLY A GENERAL SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT. YOU MUST CONSULT THE SETTLEMENT AGREEMENT FOR MORE INFORMATION ABOUT THE EXACT TERMS OF THE SETTLEMENT. THE SETTLEMENT AGREEMENT IS AVAILABLE FROM CLASS COUNSEL OR FROM THE COURT, AS SET FORTH IN SECTION IX BELOW.

V. WHO REPRESENTS THE SETTLEMENT CLASS?

The Court has provisionally appointed the attorneys from the following law firms to act as lead counsel for the Settlement Class (referred to as "Class Counsel") for purposes of the proposed Settlement:

Jason E. Causey
BORDAS & BORDAS PLLC
1358 National Road
Wheeling, WV 26003
(304) 242-8410
jcausey@bordaslaw.com

Jonathan R. Marshall
BAILEY & GLASSER LLP
209 Capitol Street
Charleston, WV 25301
(304) 345-6555
jmarshall@baileyglasser.com

VI. WHAT ARE THE REASONS FOR THE PROPOSED SETTLEMENT?

Plaintiffs and Defendants agreed on all of the terms of the proposed Settlement through extensive arms-length negotiations between Class Counsel and Counsel for the Defendants, and with the assistance of two third-party mediators (the Honorable Benson Everett Legg (ret.) and Joseph W. Selep, Esq.). Plaintiffs have entered into the proposed Settlement after weighing the benefits of the Settlement against the probabilities of success or failure in the Action, and against the delays that would be likely if the Action proceeded to trial, and after trial, to appeal.

Plaintiffs and Class Counsel have concluded that the proposed Settlement provides substantial benefits to the Settlement Class; resolves substantial issues without prolonged litigation; provides the Settlement Class with significant individual benefits, as well as in the aggregate; and is in the best interests of the Settlement Class. Plaintiffs and Class Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate.

Although Defendants deny any wrongdoing and any liability whatsoever, Defendants believe that it is in their best interest to settle the Action on the terms set forth in the Settlement Agreement in order to avoid further expense, uncertainty, and inconvenience in connection with the Action.

VII. WHAT DO YOU NEED TO KNOW AND DO NOW?

A. **YOU CAN PARTICIPATE IN THE SETTLEMENT.** If the Settlement is approved at the Court Approval Hearing, You will automatically be included as a participant in the Settlement and be eligible to receive the Benefit Check(s) described in this Notice. If that is what You want, You need not take any action.

If You participate, Your interests as a Class Member will be represented by Plaintiffs and Class Counsel. You will not be billed for their services. Class Counsel will receive a fee only if the Court approves the Settlement and the fee award, if any, will be set by the Court.

Unless You request to be excluded (as described in Section VII(B)), You will be bound by any judgment or other final disposition of the Action, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against Defendants separately if those claims are within the scope of the Release.

B. **YOU CAN OPT-OUT.** If You do not wish to be a Class Member, and do not want to participate in the Settlement, You may exclude Yourself from the Settlement Class by completing and mailing a notice of intention to opt-out (referred to as an "Opt-Out") to the following address, postmarked no later than July 25, 2016:

DiLoreti et al. v. Countrywide Home Loans, Inc.
c/o GCG
PO Box 9349
Dublin, OH 43017-4249

Any Opt-Out must (a) state Your full name, address and telephone number; (b) contain the property address of the property that secured the Refinance Loan as to which You seek exclusion; (c) contain Your original signature or the original signature of a person authorized by law (e.g., trustee or guardian *ad litem*) to act on Your behalf with respect to a claim or right such as those in the Action (*i.e.*, conformed, reproduced, facsimile, or other non-original signatures are not valid); and (d) state unequivocally Your intent to be excluded from the Class, to be excluded from the Settlement, to waive all right to a Benefit Check(s), and/or not to participate in the Settlement. If there were co-obligors/co-borrowers on Your Refinance Loan, then all such co-obligors/co-borrowers must elect to and validly opt-out in accordance with the requirements set forth above in order for Your Opt-Out to be successful. Also, if You are a Class Member as to more than one qualifying Refinance Loan, then Your Opt-Out may specify that You are opting-out as to all or fewer than all Refinance Loans made to You by expressly so stating in the Opt-Out and identifying the Refinance Loan(s) as to which You are opting-out. **Class Members who do not mail in a timely and valid Opt-Out will remain Class Members and will be bound by the Settlement.**

C. **YOU CAN OBJECT OR TAKE OTHER ACTIONS IN THE ACTION.**

(1) **Objections to the Settlement.** Any Class Member who has not elected to be excluded from the Settlement Class may object to the approval of the Settlement, to any aspect of the Settlement or the Settlement Agreement, to the application for attorneys' fees and costs, and/or to the application for a Class Representative Award to Plaintiffs. To object, You must mail or hand-deliver any objection to the Clerk of Court, United States District Court for the Northern District of West Virginia, 1125 Chapline Street, Wheeling, WV 26003 on or before July 25, 2016 and must mail or hand-deliver a copy of the objection to Class Counsel and Counsel for the Defendants at the addresses set forth in Section X below by that same date. To be timely, objections that are mailed must be postmarked by July 25, 2016 and objections that are hand-delivered must be received by the Court, Class Counsel and Counsel for the Defendants by July 25, 2016. And, to be valid, each objection must (a) set forth Your full name, current address, and telephone number; (b) contain the address of the property that secured Your Refinance Loan; (c) state that You object to the Settlement, in whole or in part; (d) set forth a statement of the legal and/or factual basis for Your objection; and (e) provide copies of any documents that You wish to submit in support of Your position. Objections that are not timely mailed or hand-delivered to the Court, Class Counsel and Counsel for the Defendants, and/or are otherwise invalid shall not be treated as a valid Objection to the Settlement.

(2) **Appearances at the Court Approval Hearing.** **It is not necessary for You to appear at the Court Approval Hearing.** If You have not excluded Yourself from the Settlement and wish to appear and/or speak at the Court Approval Hearing, whether personally or through a lawyer, then You must mail or hand-deliver a Notice of Appearance to the Clerk of Court, United States District Court for the Northern District of West Virginia, 1125 Chapline Street, Wheeling, WV 26003, on or before July 25, 2016, and You must mail or hand-deliver a copy of the Notice of Appearance to Class Counsel and Counsel for the Defendants at the addresses set forth in Section X below by July 25, 2016. Further, if You wish to appear at the Court Approval Hearing, You will not be permitted to raise matters that You could have, but did not, raise in a properly submitted Objection (as described in Section VII(C)(1)). To be considered timely, Notices of Appearances that are mailed must be postmarked by July 25, 2016 and Notices of Appearance that are hand-delivered must be received by the Court, Class Counsel and Counsel for the Defendants by July 25, 2016.

(3) **Other Motions or Submissions Concerning the Action or the Settlement.** **It is not necessary for You to submit any motion concerning the Action or Settlement to the Court.** If You have not excluded Yourself from the Settlement and want to submit a motion to the Court concerning the Settlement or the Action, then You must mail or hand deliver a motion, together with all supporting documents, to the Clerk of Court, United States District Court for the Northern District of West Virginia, 1125 Chapline Street, Wheeling, WV 26003, on or before July 25, 2016, and must mail or hand-deliver a copy of the motion, together with all supporting documents, to Class Counsel and Counsel for the Defendants at the addresses set forth in Section X below by July 25, 2016. To be considered timely, motions that are mailed must be postmarked by July 25, 2016 and motions that are hand-delivered must be received by the Court, Class Counsel and Counsel for the Defendants by July 25, 2016.

D. **YOU MUST NOTIFY YOUR TRUSTEE AND TAKE OTHER ACTIONS IF YOU HAVE BEEN IN BANKRUPTCY AT ANY TIME SINCE OBTAINING YOUR REFINANCE LOAN.** The Settlement Agreement requires that, if (i) You are in active bankruptcy proceedings or previously was a party to a bankruptcy proceeding since obtaining Your Refinance Loan, and (ii) all or any of the claims that may be released as part of this Settlement are or may be part of Your bankruptcy estate, then You must advise Your current or prior bankruptcy trustee of this Settlement Agreement and the benefits conferred by the Settlement in time for the trustee to exercise any rights or object to the Settlement. In addition, under the terms of the Settlement Agreement, You must comply with any direction from the trustee with respect to this Settlement and the benefits conferred by the Settlement, and in the event of any disagreement between You and the trustee, You must seek relief from the appropriate bankruptcy court.

VIII. **WHAT WILL TAKE PLACE AT THE COURT APPROVAL HEARING?**

The Court will hold the Court Approval Hearing before the Honorable John Preston Bailey, United States District Court for the Northern District of West Virginia, North Courtroom, 1125 Chapline Street, Wheeling, WV 26003 on August 22, 2016 at 2:00 p.m. At that time, the Court will determine, among other things, (a) whether the Settlement should be finally approved as fair, reasonable and adequate, (b) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (c) whether Class Members who are not Successful Opt-Outs should be bound by the Release set forth in the Settlement Agreement, (d) whether Class Members who are not Successful Opt-Outs should be subject to a permanent injunction that, among other things, bars Class Members from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any lawsuit, claim, demand or proceeding in any jurisdiction that is based on or related to, directly or indirectly, matters within the scope of the Release, (e) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any, and (f) the amount of the award to be made to Plaintiffs for their service as class representatives, if any. The Court Approval Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Settlement Class.

IX. **HOW CAN YOU GET ADDITIONAL INFORMATION ABOUT THE ACTION, THE PROPOSED SETTLEMENT, THE SETTLEMENT AGREEMENT, OR THE NOTICE?**

The descriptions of the Action, the Settlement, and the Settlement Agreement that are contained in this Notice are only a general summary. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall control. All papers filed in this case, including the full Settlement Agreement, are available for You to inspect and copy (at Your cost) at the office of the Clerk of Court, United States District Court for the Northern District of West Virginia, 1125 Chapline Street, Wheeling, WV 26003, during regular business hours. A copy of the Settlement Agreement also may be obtained from Class Counsel by contacting them at the addresses or telephone numbers set forth in Section X below.

Any questions concerning this Notice, the Settlement Agreement, or the Settlement may be directed to Class Counsel in writing at the addresses or emails set forth in Section X below or by calling one of the numbers listed for them in Section X below.

You may also seek the advice and counsel of Your own attorney, at Your own expense, if You desire.

Additional copies of this Notice can be obtained from the Settlement Administrator upon written request.

DO NOT WRITE OR TELEPHONE THE COURT, THE CLERK'S OFFICE, OR DEFENDANTS IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

X. WHAT ARE THE ADDRESSES YOU MAY NEED?

Class Counsel:

Jason E. Causey
BORDAS & BORDAS PLLC
1358 National Road
Wheeling, WV 26003
(304) 242-8410
jcausey@bordaslaw.com

Jonathan R. Marshall
BAILEY & GLASSER LLP
209 Capitol Street
Charleston, WV 25301
(304) 345-6555
jmarshall@baileyglasser.com

Defendants BANA, CHL and LAS's Counsel:

Brooks R. Brown
Keith E. Levenberg
GOODWIN PROCTER LLP
901 New York Avenue, NW
Washington, DC 20001
(202) 346-4000

Richard D. Owen
Carrie Fenwick
GOODWIN & GOODWIN LLP
300 Summers Street, Suite 1500
Charleston, WV 25301
(304) 346-7000

Defendant Edward A. DiPino's Counsel:

Albert C. Dunn, Jr.
BAILEY & WYANT PLLC
500 Virginia Street East, Suite 600
Charleston, WV 25337
(304) 345-4222

Defendant Gregory J. Funari's Counsel:

Anders W. Lindberg
Kristen Andrews Wilson
STEPTOE & JOHNSON PLLC
Chase Center – Second Floor
1000 Fifth Avenue, Suite 250
Huntington, WV 25701
(304) 522-8290

Defendant Edward S. DiPino's Counsel:

Robert C. James
Kyle T. Turnbull
FLAHERTY SENSABAUGH BONASSO
PLLC
1225 Market Street
Wheeling, WV 26003
(304) 230-6600

Settlement Administrator:

DiLoreti et al. v. Countrywide Home Loans, Inc.
c/o GCG
PO Box 9349
Dublin, OH 43017-4249

XI. WHAT INFORMATION MUST YOU INCLUDE IN ANY DOCUMENT THAT YOU SEND REGARDING THE ACTION?

In sending any document to the Settlement Administrator, to the Court, Class Counsel, or Counsel for the Defendants, it is important that both Your envelope and any documents inside contain the following case name and identifying number: *DiLoreti et al. v. Countrywide Home Loans, Inc. et al.*, Case No. 5:14-CV-00076-JPB-JES. In addition, You must include Your full name, address, and a telephone number at which You can be reached.

XII. WHAT ARE IMPORTANT DEADLINES YOU SHOULD KNOW?

July 25, 2016	All NOTICES OF APPEARANCES AND MOTIONS must be postmarked and mailed or hand-delivered to the Court and postmarked and mailed or hand-delivered to Class Counsel and Counsel for the Defendants.
July 25, 2016	All OPT OUTS must be postmarked and mailed to the Settlement Administrator.
July 25, 2016	All OBJECTIONS must be postmarked and mailed or hand-delivered to the Court and postmarked and mailed or hand-delivered to Class Counsel and Counsel for the Defendants.
August 22, 2016 2:00 p.m.	COURT APPROVAL HEARING.

/s/ The Honorable John Preston Bailey
UNITED STATES DISTRICT JUDGE

Dated: June 7, 2016

ADDENDUM

As provided for in Section IV(C) of the Notice, the terms of the Release, as embodied Paragraphs 4.01 to 4.04 of the Settlement Agreement, are reproduced below:

4.01 Upon Final Approval, and in consideration of the promises and covenants set forth in this Agreement, Representative Plaintiffs and each Class Member who is not a Successful Opt-Out, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, next friends, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf, and each of them (collectively and individually, the "Plaintiff Releasing Persons"), will be deemed to have completely released and forever discharged Bank of America, the Appraisers, and each and every one of their past, present, and future parents, predecessors, successors, partners, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, insurers, and agents (alleged or actual) (collectively and individually, the "Plaintiff Released Persons"), from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, including, without limitation, (i) those known or unknown or capable of being known, (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of and concealed by any of the Plaintiff Released Persons, and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until the Final Approval Date (collectively, the "Released Rights"), that arise out of and/or concern (a) Released Rights that were asserted, or attempted to be asserted, in the Action; (b) conduct, acts, and/or omissions (alleged or actual) by any of the Plaintiff Released Persons arising from or relating in any manner to the Appraisals or the Appraisal Order Forms associated with any of the Refinance Loans; (c) conduct, acts, and/or omissions (alleged or actual) by any of the Plaintiff Released Persons arising from or relating in any manner to ordering any Appraisals from any of the Appraisers at any time; (d) conduct, acts, and/or omissions (alleged or actual) by any of the Plaintiff Released Persons arising from or relating in any manner to communicating target values, sales prices, loan amounts, owner's estimates of value, or any other loan information whatsoever to any of the Appraisers at any time; (e) conduct, acts, and/or omissions (alleged or actual) by any of the Plaintiff Released Persons arising from or relating in any manner to influencing or attempting to influence the Appraisers in performing Appraisals at any time; (f) conduct, acts, and/or omissions (alleged or actual) by any of the Plaintiff Released Persons arising from or relating in any manner to any Appraisals performed by the Appraisers at any time; (g) any practice, policy, and/or procedure (alleged or actual) of any of the Plaintiff Released Persons concerning Appraisals, ordering Appraisals, performing Appraisals, or providing Appraisal values; (h) conduct, acts and/or omissions (alleged or actual) by any of the Plaintiff Released Persons relating to the charging, collection, or allocation of any fees, charges, credits, or payments on any Appraisals ordered from the Appraisers at any time; (i) all claims that were or could have been asserted in the Action arising from or relating in any manner to any conduct, act and/or omissions (alleged or actual) by any of the Plaintiff Released Persons with respect to an Appraisal, the ordering of an Appraisal, the performance of an Appraisal, the results of an Appraisal or the use of any Appraisal (or any portion thereof); (j) all claims asserted in the Action; (k) any claim or theory that any act or omission by the Defendants (or any of them) in connection with either ordering Appraisals from the Appraisers or any valuation services performed by the Appraisers violates any statute, regulation, law and/or contract; (l) any claim or theory that Bank of America is liable, whether directly or indirectly, for the conduct, acts and/or omissions of the Appraisers and/or any other party or entity in connection with ordering Appraisals from the Appraisers or any valuation services performed by the Appraisers; (m) any claim or theory that the Appraisers are liable, whether directly or indirectly, for the conduct, acts and/or omissions of Bank of America and/or any other party or entity in connection with the Released Rights that were asserted, or attempted to be asserted, or could have been asserted in the Action; (n) any claim or theory that any Class Member was improperly included or omitted as a member of the Funari Group and/or DiPino Group; and (o) any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from or relating to the conduct, acts, and/or omissions described in this paragraph 4.01 (a)-(n) above. This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

4.02 Upon Final Approval, and in consideration of the promises and covenants set forth in this Agreement, the Appraiser Defendants, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, next friends, legal representatives, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (collectively and individually, the "Appraiser Releasing Persons"), will be deemed to have completely released and forever discharged Bank of America and each of its past, present, and future parents, predecessors, successors, partners, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, insurers, and agents (alleged or actual) (collectively and individually, the "Appraiser Released Persons"), from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, contribution, obligations, or liabilities of any and every kind, that arise from or relate in any way to this Action, this Settlement, and any of the matters described in paragraph 4.01 above, or which in any way involve a claim or theory that the Appraiser Released Persons shall have any liability or responsibility whatsoever for any expenses or liability incurred by the Appraiser Releasing Persons. This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

4.03 Upon Final Approval, and in consideration of the promises and covenants set forth in this Agreement, Bank of America, the Bank Defendants, and each of its past, present, and future parents, predecessors, successors, partners, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, insurers, and agents (alleged or actual) (collectively and individually, the "Bank Releasing Persons") will be deemed to have completely released and forever discharged the Appraisers, the Appraiser Defendants, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, next friends, legal representatives, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (the "Bank Released Persons") from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs,

losses, rights, demands, charges, complaints, actions, causes of action, contribution, obligations, or liabilities of any and every kind, that arise from or relate in any way to this Action, this Settlement, and any of the matters described in paragraph 4.01 above, or which in any way involve a claim or theory that the Bank Released Persons shall have any liability or responsibility whatsoever for any expenses or liability incurred by the Bank Releasing Persons. This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

4.04 In addition to the provisions of paragraphs 4.01, 4.02 and 4.03 above, the Releasing Persons hereby expressly agree that, upon Final Approval, each will waive and release any and all provisions, rights, and benefits conferred either (a) by Section 1542 of the California Civil Code, or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, with respect to the claims released pursuant to paragraphs 4.01, 4.02 or 4.03 above. Section 1542 of the California Civil Code reads:

Section 1542. General Release; extent. 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.

Whether a beneficiary of California law or otherwise, each of the Releasing Persons acknowledges that he or she may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of paragraphs 4.01, 4.02 and 4.03 above, but each of those individuals expressly agree that, upon entry of the final judgment contemplated by this Settlement Agreement, he, she, and they shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released pursuant to paragraphs 4.01, 4.02 and 4.03 above, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

4.05 Upon Final Approval, and in consideration of the promises and covenants set forth in this Agreement, the undersigned Class Counsel, for themselves, Plaintiffs' Counsel, and each of his, her or their present and former owners, predecessors, successors, partners, shareholders, agents (alleged or actual), experts, representatives, employees and affiliates ("Attorney Releasers"), unconditionally and irrevocably remise, waive, satisfy, release, acquit, and forever discharge each of the Defendants and the Released Persons from any and all right, lien, title, or interest in any attorneys' fee or award or any claim for reimbursement of costs in connection with the Action or the Released Rights, except as provided herein.