

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

This Notice concerns a proposed class action settlement (“Settlement”) in a lawsuit entitled *Edmondson v. Eagle National Bank, et al.*, No.: 1:16-CV-03938-SAG pending in the U.S. District Court for the District of Maryland (the “Lawsuit”). If you were a borrower or co-borrower on a residential mortgage loan from, brokered, or originated by Eagle National Bank (“ENB”) and/or Eagle Nationwide Mortgage Company (“ENMC”) that was closed by Genuine Title, LLC (“Genuine Title”) between January 1, 2007 and January 31, 2011, you may be eligible for benefits under the 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 Plaintiff in the Lawsuit alleges that between January 1, 2007 and December 31, 2011, Genuine Title provided unlawful benefits to certain ENMC employees and/or agents in exchange for their agreement to refer loans to Genuine Title for title and settlement services (“the alleged referral scheme”). The lawsuit further alleges that ESSA Bank & Trust (“ESSA”) is liable for the alleged referral scheme as the successor by merger to ENB, which was the sole shareholder of ENMC. Subsequent to the filing of the Lawsuit, CNB Bank (“CNB”) merged with and became the successor to ESSA. ENB, ENMC, and ESSA (jointly “Defendants”) and CNB dispute the allegations in the Lawsuit and deny that they are or may be liable for any of the claims or alleged conduct asserted therein. *The Court has not made any judgment or other determination of the liability of Defendants in the Lawsuit.*

**Why did I get this Notice?** You received this Notice because records show that you are a member of the class initially approved by the Court on May 21, 2020 and amended by the Court on August 18, 2023. A Class Action Settlement has been reached in the Lawsuit, and a Settlement Class has been approved by the Court. This Notice is intended to generally describe the nature of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations.

**Who is part of the Settlement Class?** The Settlement Class includes 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) from, brokered, or originated by ENB or ENMC and for which Genuine Title provided a settlement service, as identified in Section 1100 on the HUD-1 between January 1, 2007 and January 31, 2011, and whose HUD-1 reflects the payment of title abstract, search, and/or examination services exceeding the 80<sup>th</sup> percentile cost on their state according to the Wells Fargo Chart attached to Plaintiff’s Reply in support of Class Certification. The Settlement Class does *not* include any person who, during the period of January 1, 2007 through January 31, 2011, was an employee, officer, member and/or agent of ENB, ENMC, ESSA, Genuine Title, Brandon Glickstein, Inc., Competitive Advantage Media Group, LLC, any judicial officer who handles this case and the immediate family members of such judicial officer(s), or any person who submits, or has submitted, a complete and valid Request for Exclusion by the Exclusion Deadline (defined below).

**You are receiving this notice because you are a member of the Settlement Class.**

**YOU DO NOT NEED TO SUBMIT A CLAIM TO RECEIVE SETTLEMENT BENEFITS UNDER THE SETTLEMENT**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
<b>SETTLEMENT CLASS MEMBERS NEED NOT MAKE A CLAIM</b>	If the Court gives final approval to the Class Action Settlement and after all potential appeals are exhausted, Settlement Class members will be eligible to receive the Settlement Benefits (described below) without submitting a claim.	Anticipated payment date: approximately 75 days after the Settlement obtains Final Approval and the approval of the Settlement is upheld on appeal (if any are filed).
<b>IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT, YOU MUST MAIL A REQUEST FOR EXCLUSION BY NO LATER THAN APRIL 27, 2026</b>	This is the only option that allows you to retain your rights to independently sue about the claims in this Lawsuit. In order to exclude yourself from the Settlement, you must follow the procedure described below and mail your Request for Exclusion to the Settlement Administrator at:  Eagle – Genuine Title Class Action Litigation The Casey Group, PO Box 201, Lightfoot, Virginia 23090-0201	The Exclusion Deadline to mail Requests for Exclusion to the Settlement Administrator is:  <b>APRIL 27, 2026</b>
<b>IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FILE YOUR WRITTEN OBJECTION WITH THE COURT BY NO LATER THAN APRIL 27, 2026</b>	You may write to the Court about why you object to (i.e., don’t like) the Settlement and think it should not be approved. You must follow the procedure described below for objecting to the Settlement and file your written objection with the Court at U.S. District Court for the District of Maryland, Northern Division, 101 West Lombard Street, Baltimore, MD 21201. You must also mail copies of your written objection to Class Counsel, and Counsel for Defendants at these addresses:  Class Counsel: Michael Paul Smith, Esq. Smith, Gildea & Schmidt, LLC 600 Washington Avenue, Suite 200 Towson, MD 21204  Counsel for Defendants: Brian L. Moffet, Esq. Michael B. Brown, Esq. Miles & Stockbridge P.C. 100 Light Street Baltimore, MD 21202	The Objection Deadline to file objections with the Court is:  <b>APRIL 27, 2026</b>

<b>IF YOU WISH TO ATTEND THE “FINAL FAIRNESS HEARING” ON THE SETTLEMENT</b>	The Court will hold a “Final Fairness Hearing” to consider the Settlement, Class Counsel’s request for attorneys’ fees and expenses, and the Class Representatives’ request for service awards. 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 state your intention to do so in your written objection.	Scheduled Date of Final Fairness Hearing is:  <b>JUNE 25, 2026</b>
<b>IF YOU DO NOTHING AND ARE A SETTLEMENT CLASS MEMBER</b>	If you do not timely exclude yourself from the Settlement and the Court gives final approval to the Settlement at or after the Final Fairness Hearing, you will not be able to file a lawsuit for the Released Claims under the 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 Settlement, you may contact the Settlement Administrator at: (410) 774-1343 or you can contact Class Counsel for the Settlement at: 410-821-0070 or [mpsmith@sgs-law.com](mailto:mpsmith@sgs-law.com). You may also obtain more information about the Settlement, including a copy of the Settlement Agreement and the Motions and Court Orders relating thereto, through the **Settlement Administrator’s website at <https://eagleleguinititleclassaction.com>**.

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

You can also access the filings in the Lawsuit through the Court’s public access service, known as PACER, which 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 SETTLEMENT.**

**1. What is the Lawsuit about?**

The Plaintiff in the Lawsuit alleges that ENB and ENMC, on the one hand, and Genuine Title, on the other hand, participated in an alleged referral scheme whereby borrowers were referred to Genuine Title in a manner that allegedly violated the Real Estate Settlement Procedures Act. The Plaintiff contends that ESSA should also be held responsible for the alleged violation of law. Defendants dispute the allegations in the Lawsuit and deny that they are or may be liable for the alleged referral scheme. CNB, as successor by merger to ESSA, successor by merger to ENB, has agreed to the Settlement solely to avoid the further expense and inconvenience of further proceedings in the Lawsuit and did so without any admission of wrongdoing or liability. *The Court has not made any judgment or other determination of the liability of Defendants in the Lawsuit.*

**2. What is a class action?**

In a class action lawsuit, a person called the “Plaintiff” can sue on behalf of others who may have similar claims. A court can certify a class for purposes of settling claims in a lawsuit. That is what has happened in this case.

**3. Why is there a Settlement?**

To avoid the costs and uncertainties of the Lawsuit, the Plaintiff, her attorneys, and CNB, as successor by merger to ESSA, successor by merger to ENB, have agreed to resolve the disputed claims against Defendants in the Lawsuit through a settlement. The Settlement allows Settlement Class Members to receive relief through the benefits provided under the Settlement and described in Section 6 of this notice (once the Settlement becomes final and effective), rather than years from now, if ever, insofar as it is unknown whether the Plaintiff would succeed in the Lawsuit. In granting preliminary approval to the Settlement, the Court has preliminarily determined that the Settlement is fair and reasonable.

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

The Court has decided that everyone who fits this description is a Settlement Class Member:

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. § 2607) from, brokered or originated by Eagle National Bank or Eagle Nationwide Mortgage Company for which Genuine Title provided a settlement service, as identified in Section 1100 on the HUD-1, between January 1, 2007 and January 31, 2011, and whose HUD-1 reflects the payment of title abstract, search, and/or examination services exceeding the 80<sup>th</sup> percentile cost in their state according to the Wells Fargo Chart at ECF 70-4. Exempted from this class is any person who, during the period of January 1, 2007 through January 31, 2011, (i) was an employee, officer, member, and/or agent of Eagle National Bank, Eagle Nationwide Mortgage Company, ESSA Bank & Trust, Genuine Title, LLC, Brandon Glickstein, Inc., and/or Competitive Advantage Media Group, LLC; (ii) any judicial officer who handles this case, and the immediate family members of such judicial officer(s); (iii) any person who has already submitted a valid request for exclusion from the Eagle Class; and (iv) any persons who submits a complete and valid Request for Exclusion by the Exclusion Deadline.

If a copy of this Notice was addressed and mailed to you, you are a Settlement Class Member.

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

The Settlement provides that CNB will fund a Common Fund of \$1,945,000. The Common Fund will be administered by a Court-appointed Settlement Administrator.

The Settlement provides for the following Settlement Benefits:

Each Borrower (with their co-borrowers, if any) on a loan brokered or originated by, ENB or ENMC from January 1, 2007 through January 31, 2011, who does not file a timely Request for Exclusion, is eligible to receive a proportionate share of the Common Fund after deductions for payment of the Court-appointed Settlement Administrator, any award of attorneys’ fees and expenses approved by the Court, and any Service Award approved by the Court to the Plaintiff/Class Representative.

The payment of Settlement Benefits is contingent upon the Settlement receiving final approval, and such approval being upheld on appeal (if any are filed). Any amount remaining in the Common Fund after the payment of benefits will be returned to CNB.

**6. Who represents the Settlement Class in the Lawsuit?**

The Settlement Class is represented by a Class Representative, who is the Plaintiff in the Lawsuit. The appointed Settlement Class Representative is Suzanne Tracy Neal.

The Court has also appointed Plaintiff's Counsel to serve as Class Counsel for the Settlement Class. Class Counsel for the Settlement Class are: Michael Paul Smith 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 Robert L. Hanley, Jr. of the law firm Royston Mueller McLean & Reid, LLP.

Class counsel may be contacted as follows: By telephone to: (410) 821-0070 By email to: mpsmith@sgs-law.com  
By mail to: Michael Paul Smith, Smith Gildea & Schmidt, LLC, 600 Washington Avenue, Suite 200, Towson, MD 21204.

**7. Will the Settlement Class Representative receive any compensation for their efforts in bringing this Action?**

The Class Representative will request a Service Award of up to \$1,500 for her services and efforts in the pursuit of the Lawsuit. The Court will make the final decision as to any amount to be paid to the Class Representative at or after the Final Fairness Hearing. This payment will be paid from the Common Fund before the payment of Settlement Benefits and will be in addition to the Settlement Benefits available to the Class Representative.

**8. How will Class Counsel be paid?**

Class Counsel will ask the Court to give final approval of the Settlement at the Final Fairness Hearing and will also ask the Court for an award of attorneys' fees and expenses up to One Million, One Hundred Fourteen Thousand, Two Hundred Fifty Dollars (\$1,114,250.00). The Court will make the final decision as to any sum up to that amount to be paid to Class Counsel at or after the Final Fairness Hearing. This payment will be deducted from the Common Fund before the payment of Settlement Benefits.

**9. How do I get paid Settlement Benefits under the Settlement?**

*If you are a Settlement 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 Section 5 above by the Settlement Administrator from the Common Fund approximately fifty (50) days after the Class Action Settlement obtains Final Approval and the approval of the Class Action Settlement is upheld on appeal (if any are filed.)*

**10. What do Settlement Class Members give up to obtain relief under the Settlement?**

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

Upon the entry of the Final Order and Judgment, the Settlement provides that the Class Representative, for herself and for all members of the Settlement Class who do not timely exclude themselves from the Settlement, and all of their respective heirs, executors, personal representatives, successors, and assigns (together "the Releasers"), will release, remise, resolve, waive, acquit, and forever discharge CNB, ENMC, ESSA, ENB, CNB Financial Corp., ESSA Bancorp, Inc., and Eagle National Bancorp, Inc., and each of their respective past , directors, officers, shareholders, owners, partners, joint venturers, principals, members, trustees, creditors, guarantors, attorneys, representatives, insurers, heirs, beneficiaries, employees, managers, parents, subsidiaries, divisions, affiliates, predecessors, successors, assigns and assignees, representatives, contractors, trustees, and attorneys (together "the Releasees") of and from any and all of 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 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 that in any way concern and/or arise from 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) the origination of the loans that are the subject of the Settlement; (c) Genuine Title's closing of and/or provision of settlement and/or title services on the loans that are the subject of the Settlement; (d) the referral of business to Genuine Title by any of the Defendants in exchange for money; (e) any benefit(s), payment(s), and/or thing(s) of value received by any of the Defendants and/or any of their respective employees, agents, owners, and/or brokers from Genuine Title and/or any of its related or affiliated entities; (f) any benefit(s), payment(s), and/or thing(s) of value received by Genuine Title from any of the Defendants and/or any of its owners, employees, agents, and/or brokers; (g) any fee(s) and/or credit(s) set forth on the Settlement Class Members' loan applications and/or HUD-1s in connection with the loans at issue in this case; and (h) any representation(s) and/or disclosure(s) to the Settlement Class Members regarding any fees and/or credits in connection with the loans that are the subject of the Settlement.

Unless you exclude yourself from the Settlement, you will remain in the Settlement Class, and that means that upon Final Approval of the Settlement you will not be able to sue any of the Released Parties with respect to any of the Released Claims, 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 Settlement Class, you will retain the right to bring a claim against Genuine Title, Defendants and/or CNB relating to the Released Claims, but you would not have representation provided for you through this lawsuit, and you would be responsible for hiring your own attorney, at your own expense.

**11. How do Settlement Class Members exclude themselves from the Settlement?**

Any member of the Settlement Class shall have the right to opt-out or exclude themselves from the Settlement by mailing a written Request for Exclusion to the Settlement Administrator at the following address:

Settlement Administrator, Eagle– Genuine Title Class Action Litigation, The Casey Group, Ltd., PO Box 201, Lightfoot, Virginia 23090-0201

Requests for Exclusion must be received by the Settlement Administrator no later than the **Exclusion Deadline of April 27, 2026**, and **must be personally signed by the person requesting exclusion from the Settlement Class and any co-borrower(s) on their Eagle or ENMC 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 Eagle or ENMC loan, the address of the property which secured their loan, and an affirmation, under penalty of perjury, that the requestor seeking to be excluded from the Settlement Class and their co-borrower(s), if any, wish to opt-out of the Settlement Class and understand that, in doing so, they will not be entitled to any Settlement Benefits under the Settlement.

If you submit a timely and valid Request for Exclusion, you will not be a part of the Settlement, will not be eligible to receive Settlement Benefits, will not be bound by the Final Order and Judgment entered in the Lawsuit, and will not be precluded from suing on the Released Claims at your own cost.

**12. How do I tell the Court that I do not like (object to) the Settlement?**

At the date, time, and location stated below, the Court will hold a Final Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and expenses, and a service award to the Class Representative.

If you have not submitted a timely and valid Request for Exclusion and wish to object to the Settlement, you must file with or mail to the U.S. District Court for the District of Maryland, Northern Division, 101 West Lombard St, Baltimore, MD 21201, and also mail to Class Counsel, Michael Paul Smith, Smith, Gildea & Schmidt, LLC, 600 Washington Avenue, Suite 200, Towson, MD 21204, and to Counsel for Defendants, Brian L. Moffet, Esq., Miles & Stockbridge P.C., 100 Light Street, Baltimore, MD 21202, a written objection ("Objection") by the **Objection Deadline of April 27, 2026**, that complies with the following requirements. All Objections must be signed by the person(s) making the objection, or a legal guardian authorized to act on their behalf, and must set forth in detail each component of the Settlement to which they object, the reasons for each such objection, and any legal authority or evidence 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 ENB or ENMC loan, the address of the property which secured their ENB or ENMC loan, and a statement of whether the objector or any attorney hired by the objector intends 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 Settlement 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 Class Counsel and Counsel for ENB, ENMC and ESSA.

**IF YOU DO NOT TIMELY AND PROPERLY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS TO THE 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 paragraph, 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 Settlement, or to the award of attorneys' fees, expenses, and costs or to the service awards to the Plaintiff.

**If you and/or your attorney intend to appear and speak 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.**

**13. What is the difference between excluding myself and objecting to the Settlement?**

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 timely exclude yourself, you have no basis to object because the Settlement will no longer affect you.

**14. When and where will the Final Fairness Hearing occur?**

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

**The Final Fairness Hearing will take place at 11 a.m. on June 25, 2026**, in Courtroom 7C of the United States Courthouse, 101 West Lombard St, Baltimore, MD 21201. The hearing may be postponed to a different date, 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 <https://eagleleguinetitleclassaction.com> for updates about the Settlement generally or the Final Fairness Hearing specifically.

At that hearing, the Court will be available to consider objections concerning the fairness of the Settlement. You may attend, but you do not have to. As described above in Section 12 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 Counsel for Defendants and (b) you 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 Settlement, however, you may not speak at the Final Fairness Hearing.

**GETTING MORE INFORMATION & UPDATED INFORMATION ABOUT THE SETTLEMENT**

The above description does not cover all of the details in the Settlement Agreement. To see a copy of the Settlement Agreement (which provides additional information like definitions for certain capitalized terms used in this notice and a brief summary of what has happened in the Lawsuit), the Court's preliminary approval order, Class Counsel's application for attorneys' fees and costs, the operative complaint filed in the Lawsuit, and other filings regarding the Settlement, **please visit the Settlement Administrator's Website located at <https://eagleleguinetitleclassaction.com>**. Alternatively, you may contact the Settlement Administrator at (410) 774-1343.

The above description of the Lawsuit is general and does not cover all of the issues and proceedings that have occurred in the Lawsuit. In order to see the complete file for the Lawsuit, you may access it online through the PACER system at <http://pacer.psc.uscourts.gov/>. You may also contact Class Counsel by calling 410-821-0070.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT TO COUNSEL FOR DEFENDANTS OR THE COURT.**

Dated: March 12, 2026

By: Order of the U.S. District Court for the District of Maryland  
Honorable Stephanie A. Gallagher, United States District Judge