

Superior Court of California, County of Los Angeles

**If you paid First American for escrow or sub-escrow services in a California residential escrow or sub-escrow transaction a class action lawsuit may affect your rights.**

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

- California consumers have sued First American Title Company (“First American”), claiming that it overcharged for escrow and sub-escrow services.
- The lawsuit alleges that under fee schedules First American filed with the California Insurance Commissioner, First American should have charged no more than \$60 for sub-escrow services between June 15, 2003, and October 7, 2007; that under the same fee schedules First American should have charged no more than \$15 for wire transfer service and overnight delivery service, and no more than \$25 for messenger service per transaction between June 15, 2003, and October 7, 2007. First American disputes the allegations of the lawsuit.
- A Court has approved the lawsuit as a class action on behalf of the following classes:
  - All persons who were charged by FATCO more than \$60 as a subescrow fee in a California real estate transaction between June 15, 2003, and October 7, 2007.
  - All persons who were charged by FATCO more than FATCO’s filed rate for a wire transfer, overnight or messenger fee in a California real estate transaction between June 15, 2003, and October 7, 2007.

The certified causes of action are Fraud and Deceit; Unfair Competition; and Unjust Enrichment/Restitution. Judge Lee Smalley Edmon of the Superior Court of California, Los Angeles County is currently overseeing this case which is known as *Kirk v. First American*, Los Angeles Superior Court Case No. BC 372797.

- The Court has not decided whether First American did anything wrong. There is no money available now, and no guarantee there will ever be. However, your rights are affected and you have a choice to make. You can do nothing. By doing nothing, you keep the possibility of getting money or other benefits that may come from a trial or settlement. You can also enter an appearance in the case through counsel. But, you give up any rights to sue First American on your own about the same legal claims in this lawsuit. You can ask to be excluded. If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But, you keep any rights to sue First American on your own or through another attorney about the same legal claims in this lawsuit.
- To exclude yourself you must send in a written request to be excluded. If you received a Postcard Notice stating that the deadline to exclude yourself is September 25, 2013, you can still ask to be excluded. If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But, you keep any rights to sue First American on your own or through another attorney about the same legal claims in this lawsuit. To exclude yourself, you must send in a written request to be excluded. You must mail your request postmarked by September 25, 2013, to: *Kirk v. First American Title Company*, c/o GCG, P.O. Box 35057, Seattle, WA 98124-3508.
- If the only notice you received stated that the deadline to exclude yourself was July 1, 2013, then the deadline to exclude yourself has expired.
- The Court appointed Taras Kick of The Kick Law Firm, APC, and Steven “Bernie” Bernheim of The Bernheim Law Firm to represent you as “Class Counsel.” If Class Counsel obtains money or benefits for the Class, they may ask the Court for fees and expenses. You don’t have to pay any of these fees and expenses. If the Court grants their request, the fees and expenses would be deducted from any money obtained for the Class, or paid separately by First American.
- If money or benefits are obtained from First American in this lawsuit, you will be notified about how to ask for a share.

QUESTIONS? VISIT [WWW.FIRSTAMERICANTITLECLASSACTION.COM](http://WWW.FIRSTAMERICANTITLECLASSACTION.COM).