

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
NORTHERN DIVISION**

**JAMES CROUSE**  
204 Woodrow Lane  
Port Deposit, MD 33710

*Plaintiff,*

v.  
**FIRST NATIONAL BANK OF  
PENNSYLVANIA,**  
12 Federal Street, Suite 300  
Pittsburgh, PA 15212

Serve on: The Corporation Trust Incorporated,  
Resident Agent  
2405 York Road, Suite 201  
Lutherville Timonium, MD 21093

*Defendant.*

**Civil Action No.:  
1:24-CV-01216-SAG**

**Removed From:  
Circuit Court for Baltimore County,  
Maryland, Case No. C-03-CV-24-000522**

---

**AMENDED CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs James Crouse, by through his attorneys Michael Paul Smith and Melissa L. English of Smith, Gildea & Schmidt, LLC, file this Class Action Complaint on behalf of himself and the entire class of persons similarly situated, suing the Defendant for cause and damages, and state as follows:

**INTRODUCTION**

1. Plaintiff James Crouse, and the alleged Class Members are borrowers who currently have or had a residential mortgage loan originated and/or brokered by First Mariner Bank, a/k/a 1<sup>st</sup> Mariner Bank, (“First Mariner”), predecessor to Defendant First National Bank of Pennsylvania (“First National”), which was or is secured by Plaintiff’s and Class Members’ residential real properties.

2. Plaintiff and the alleged Class Members are victims of an illegal kickback scheme between First Mariner and now-defunct Genuine Title, LLC (“Genuine Title”) in which First Mariner, by and through its brokers, branch managers, loan officers, and/or other employees and/or agents, received and accepted kickbacks and illegal fee splits in exchange for the assignment and referral of residential mortgage loans, refinances, and reverse mortgages to Genuine Title for title and settlement services, in violation of the Real Estate Settlement Procedures Act (“RESPA”), 12 U.S.C. § 2607(a)-(b).
3. First Mariner and Genuine Title fraudulently concealed the kickbacks from Plaintiffs and the alleged Class Members by: (i) laundering kickbacks through third-party marketing companies and sham entities; (ii) creating sham Title Service Agreements; and/or (iii) making fraudulent representations and omissions in First Mariner borrowers’ loan documents, including the HUD-1 Settlement Statement and Good Faith Estimate.
4. As a result of these affirmative acts of concealments, the kickback scheme, the illegal kickbacks, and fee splits, and other facts underlying First Mariner’s RESPA violations were concealed from Plaintiff, the alleged Class members, regulators and law enforcement.

### **PARTIES**

5. Plaintiff brings this action pursuant to Md. Rule 2-231 as a class action on his own behalf and on behalf of the entire class of people similarly situated.
6. Plaintiff James Crouse is a citizen and resident of Port Deposit, Cecil County, Maryland.
7. Defendant First National Bank of Pennsylvania is a national banking association with its headquarters and principal office at 12 Federal Street, Suite 300, Pittsburgh, PA 15212.
  - A. First National Bank of Pennsylvania is the successor in interest to First Mariner, a Maryland chartered trust company.

- B. By and through a merger completed and effective March 1, 2018, First Mariner merged with and into Howard Bank, a Maryland chartered trust company, with Howard Bank as the surviving entity.
- C. Howard Bank expressly assumed liability for the debts and obligations of First Mariner, which includes liabilities from the claims pled herein, pursuant to § 3-713 of the Financial Institutions Article of the Maryland Annotated Code and Art. 1, ¶ 1.1 of the Agreement and Plan of Reorganization by and between Howard Bancorp, Inc., Howard Bank and First Mariner Bank, dated August 14, 2017, as amended on November 8, 2017.
- D. By and through a merger completed and effected January 22, 2022, Howard Bank merged with and into First National Bank of Pennsylvania, with First National Bank of Pennsylvania as the surviving entity.
- E. First National Bank of Pennsylvania expressly assumed liability for the debts and obligations of Howard Bank, which includes the liabilities from the claims pled herein, pursuant to ¶ 6 of the Agreement and Plan of Merger between Howard Bank and First National Bank of Pennsylvania dated July 12, 2021.
- F. In addition, the debts and liabilities of Howard Bank, which include the liabilities from the claims pled herein, are imposed on First National Bank of Pennsylvania by operation of law pursuant to § 3-713 of the Financial Institutions Article of the Maryland Annotated Code and 15 Pa.C.S. § 336(a)(4).

**JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction over this action pursuant to Md. Code Ann., Cts. & Jud. Proc. § 4-402(d)(1)(i)-(ii).
9. This Court has personal jurisdiction over the parties. Personal jurisdiction over Defendant First National Bank of Pennsylvania is appropriate because it transacts business in this District and Maryland, specifically engaging in residential mortgage lending related to properties located in this District, as well as other banking and lending transactions.
10. Venue is proper in this Court pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-201(a) because: (i) a substantial part of the conduct, events and omissions giving rise to the claims occurred within Baltimore County; (ii) First Mariner systematically and continually transacted business in Baltimore County during the applicable time period; and (iii) First National carries on regular business in Baltimore County through its more than seven bank branch locations in Baltimore County.

**FACTUAL ALLEGATIONS FOR INDIVIDUAL AND CLASS RELIEF**

11. Congress enacted RESPA in 1974 as a response to certain abusive practices in the real estate settlement process, including kickbacks and unearned fee splits.
12. 12 U.S.C. § 2607 states in relevant part:
  - (a) Business Referrals. No person shall give and no person shall accept any fee, kickback, or thing of value pursuant to any agreement or understanding, oral or otherwise, that business incident to or a part of a real estate settlement service involving a federally related mortgage loan shall be referred to any person.
  - (b) Splitting charges. No person shall give and no person shall accept any portion, split or percentage of any charge made or received for the rendering of a real estate settlement service in connection with a transaction involving federally related mortgage loan other than for services actually performed.
13. 12 U.S.C. § 2607(d)(2) states in relevant part:

Any person or persons who violate the prohibitions or limitations of [12 USC § 2607] shall be jointly and severally liable to the person or persons charged for the settlement service involved in the violation in an amount equal to three times the amount of any charge paid for such settlement service.

14. The purpose of 12 U.S.C. § 2607 is to eliminate payment of kickbacks and unearned fees in connection with settlement services provided in federally related mortgage transactions.  
*See* 12 U.S.C. § 2601.
15. Genuine Title was at all relevant times a title services company licensed in various states, including Maryland, and regulated by the Maryland Insurance Commissioner.
16. At all relevant times, First Mariner's employees and/or agents were licensed mortgage brokers and/or authorized branch manager, sales managers and/or loan officers (collectively referred to herein as "Referring Brokers"), and at all relevant times were acting within the scope of the business relationship and duties of their employment on behalf of First Mariner, specifically seeking borrowers and securing loans for residential mortgages through First Mariner and/or brokering such loans through First Mariner to other lenders with whom First Mariner authorized, referring First Mariner Borrowers to title companies, and working with title companies to close these loans. All activities, including the Referring Brokers' interaction with Genuine Title, were for the benefit of First Mariner.

#### **The Kickback Scheme**

17. Beginning in 2009, and continuing until or about early 2014, Genuine Title perpetrated the Kickback Scheme by adopting a business model and practice of paying kickbacks to mortgage lenders and brokers, including First Mariner, in exchange for the referral of mortgage loans for title and settlement services.

18. Genuine Title paid kickbacks in three forms: 1) “Referring Cash,” 2) “Free Marketing Materials” (including postage, leads and other data and information, and direct mail production), and 3) “Marketing Credits.”

**Referring Cash**

19. Genuine Title paid Referring Cash directly to lenders’ employees and/or agents in exchange for referrals of loans for settlement services. *See* April 24, 2014 Deposition of Jay Zuckerberg, 40:5-17 attached here as **Exhibit 1**.
20. The Referring Cash was paid by Genuine Title, Competitive Advantage Media Group, LLC (“CAM”), a company formed by Brandon Glickstein, Genuine Title’s lead marketing and account representative, and/or Brandon Glickstein, Inc. (“BGI”), another company formed by Brandon Glickstein. CAM and BGI were formed in part to facilitate Genuine Title’s payment of kickbacks and unearned fees in exchange for referring borrowers to Genuine Title.
21. The Referring Cash kickbacks varied in amount and correlated to the volume of referrals to Genuine Title by the lenders’ branch managers, loan officers, employees and/or agents.
22. Genuine Title calculated and paid Referring Cash kickbacks monthly and the kickbacks paid in a given month were equal to a per unit payment for each referred loan closed by Genuine Title in the previous month.
23. In order to disguise and conceal receipt of Referring Cash payments, some Referring Brokers created shell companies to receive the Referring Cash payments. The shell companies had no business purpose except to serve as a conduit for the Referring Cash Payments. Other Referring Brokers used existing companies that they may have had to receive the Referring Cash payments. In either situation, the Referring Cash payments

were solely in exchange for the referral of loans and in furtherance of the Kickback Scheme. **Exhibit 1**, 35:1-36:6.

24. Referring Cash payments were made and received in this way to conceal, and did so conceal, the Kickback Scheme from regulators, law enforcement and borrowers, including Plaintiff Crouse and alleged Class Members.

25. Referring Cash kickbacks were paid and received solely for the referral of loans and in furtherance of the Kickback Scheme and were not related to any legitimate services rendered by either Genuine Title or the person or lender receiving the kickback.

### **Free Marketing Materials**

26. Genuine Title also paid kickbacks in the form of Free Marketing Materials.

27. As part of and in furtherance of the Kickback Scheme, Genuine Title, either directly and/or through CAM, paid for marketing materials that were provided to lenders' mortgage branch managers, brokers, loan officers and/or other employees. *See* September 15, 2016 Deposition of Brandon Glickstein, 15:21 -16:15 attached here as **Exhibit 2**.

28. These Free Marketing Materials included but were not limited to: marketing, direct mail, the culling and selecting of the highest value leads to send mail that would most closely match the mortgage products and programs that the lender would be featuring, payment for sales leads, payment for inserting and folding of mail pieces and/or postage and/or purchase of live transfer telemarketing leads. *See* **Exhibit 2**, 16:7-18:18.

29. Genuine Title provided Free Marketing Materials under the referral agreement whereby the receiving branch manager, sales manager, loan officer and/or other employee agreed to refer all loans generated by the Free Marketing Materials to Genuine Title for settlement services. *See* **Exhibit 1** at 90:21-91:11.

30. Free Marketing Materials were provided and received to conceal, and did so conceal, the Kickback Scheme from regulators, law enforcement and borrowers, including Plaintiff Crouse and Class Members.
31. The Free Marketing Materials kickbacks were paid and received solely pursuant to the referral agreement and in furtherance of the Kickback Scheme and were not related to any services rendered by either Genuine Title or the person or the lender receiving the kickback.

### **Marketing Credits**

32. Genuine Title also paid kickbacks in the form of Marketing Credits applied to invoices for marketing services which lenders purchased from CAM. While in operation, CAM provided marketing services to primarily smaller and/or regional lenders. These marketing services included designing, writing and printing marketing letters and other solicitation materials sent out on behalf of the lender, culling and selecting the highest value leads to send mail that would most closely match the mortgage products and programs that the lender would be featuring, and procurement of sales leads.
33. As part of and in furtherance of the Kickback Scheme, Genuine Title entered into a referral agreement whereby a lender, branch or the loan officer (collectively, “Lender”) would agree to refer loans to Genuine Title for settlement services and in return Genuine Title agreed to pay for marketing credits to be applied against that Lender’s bill for services purchased from CAM. *See* May 12, 2014 Deposition of Brandon Glickstein, 34:7-18; 35:11-14 attached as **Exhibit 3**.
34. The Marketing Credit kickbacks were calculated monthly and the Marketing Credit in a given month was determined on a per unit amount or basis for each referred loan closed by Genuine Title in the previous period. **Exhibit 2** at 19:17-20:8, 37:9-12.



35. Genuine Title paid CAM the amount of the Marketing Credit and, in turn, CAM applied the Marketing Credit against the lender's bill for CAM services. *See* **Exhibit 2**, 29:4-11.
36. Genuine Title provided Marketing Credits under the referral agreement whereby the receiving branch manager, broker, loan officer and/or other employee agreed to refer all loans generated by the marketing deferred by the Marketing Credit to Genuine Title for settlement services. **Exhibit 1** at 184:7-12.
37. Marketing Credits and the multi-party marketing credit system were used by all parties to conceal, and did so conceal, the Kickback Scheme from regulators, law enforcement and borrowers, including Plaintiffs and Class Members.
38. The Referring Cash, Free Marketing Materials, and Marketing Credits, were provided as a quid pro quo, and pursuant to and with an understanding and agreement that the lenders' branch managers, loan officers, agents, and/or employees receiving the Referring Cash, Free Marketing Materials, and Marketing Credits, would refer borrowers to Genuine Title for real estate title and settlement services ("Referring Agreement").
39. During the relevant time period, virtually all of the loans that Genuine Title closed resulted in a kickback payment to the Referring Broker. **Exhibit 2** at 41:15-46:8.
40. When regulators began to investigate Genuine Title around October 2013, Genuine Title drafted and back-dated sham Title Services Agreements for some Referring Brokers with the intent to disguise and conceal the Referring Cash kickbacks as legitimate fees for alleged services provided by Referring Brokers. *See* sham Title Service Agreement with former First Mariner branch manager Angela Pobletts, attached as **Exhibit 4**.
41. However, the kickbacks were not provided in accordance with the fee schedule in the Title Services Agreements and the branch managers, loan officers, agents, and/or employees

performed no services for Genuine Title. Jay Zukerberg, Genuine Title's president, has admitted that the Title Services Agreements were "just a blatant lie" and "they were not legitimate agreements to begin with." **Exhibit 1** at 45:20-46:18, 47:21-48:8.

42. The sham Title Services Agreements were used to conceal, and did so conceal, the Kickback Scheme from regulators, law enforcement and borrowers, including Plaintiff and Class Members.

43. The receipt of Referring Cash, Free Marketing Materials, and/or Marketing Credits were omitted from borrowers' HUD-1s to conceal, and did in fact conceal, the Kickback Scheme from regulators, law enforcement, and borrowers, including Plaintiff Crouse and Class Members.

44. Genuine Title has admitted that no title services were provided by any lender receiving kickbacks, in whatever form those kickbacks were paid. *See* May 20, 2016 Declaration of Jay Zukerberg, attached as **Exhibit 5**.

45. Genuine Title paid kickbacks to capture all charges to the borrower for title and settlement services, including premiums for title insurance. Genuine Title has admitted that it paid "Referring Agreement Costs and other kickbacks" because it "was the far more effective way to increase market share in our particular market, even though it was prohibited by law." **Exhibit 5**, ¶6.

**First Mariner's Participation in the Kickback Scheme**

46. First Mariner and its managers and employees participated in the Kickback Scheme. Genuine Title's records indicate that from 2009 through May, 2013, First Mariner referred more than 250 loans to Genuine Title for title and settlement services.

47. Beginning in 2009 and continuing until May, 2013, licensed mortgage brokers, branch managers, sales managers, loan officers and/or other persons employed by First Mariner received kickbacks in the form of Referring Cash, Free Marketing Materials, Marketing Credits, and other things of value from Genuine Title, CAM, and/or BGI in exchange for referrals of First Mariner loans to Genuine Title for settlement services in violation of 12 U.S.C. § 2607(a) and (b).
48. From September 2012 to February 2014, Angela Pobletts was a branch manager and loan officer employed by First Mariner at its White Marsh branch. At all times while Pobletts was employed with First Mariner, and within the course and scope of that employment, Genuine Title paid, and Pobletts received and accepted, via her sham company MARC, LLC, Referring Cash kickbacks totaling at least \$34,000.00 in exchange for referrals of First Mariner loans originated from the First Mariner branch managed by Pobletts. *See* February 20, 2020 Declaration of Jay Zukerberg attached as **Exhibit 6**.
49. From December 2008 to December 2014, Tony Sergi was a sales manager and loan officer employed by First Mariner, first at its Ellicot City branch and later at First Mariner's White Marsh branch. At all times while Sergi was employed with First Mariner, and within the course and scope of that employment, Genuine Title via CAM paid, and Sergi received and accepted, kickbacks totaling at least \$8,000 in Referring Cash in exchange for the referral of First Mariner loans originated by Sergi and the other members of Sergi's sales group at First Mariner's Ellicot City and White Marsh branches. *See* February 28, 2020 Declaration of Brandon Glickstein attached as **Exhibit 7**.
50. Sergi has admitted under penalty of perjury to the Referring Agreement, actual referral of First Mariner loans pursuant to the Referring Agreement, and to the receipt and acceptance

of kickbacks pursuant to the Referring Agreement. Sergi has admitted that he acted in the course and scope of his employment with First Mariner, and for the benefit of First Mariner, in performing the Referring Agreement with Genuine Title. *See* July 19, 2021, Declaration of Anthony Sergi attached as **Exhibit 8**; August 20, 2021 Declaration of Anthony Sergi attached as **Exhibit 9**.

51. From October 2012 through January 2014, Brad Restivo was employed by First Mariner as a loan officer first in its Bel Air branch and later in the First Mariner Loch Raven branch. At all times while Restivo was employed by First Mariner, and within the course and scope of that employment, Genuine Title paid, and Restivo received and accepted kickbacks in the form of Marketing Credits in exchange for the assignment and referral of First Mariner loans to Genuine Title for title and settlement services. *See* **Exhibit 7**.

52. Restivo has admitted under penalty of perjury to the referral agreement, actual referral of First Mariner loans pursuant to the agreement, and to the receipt and acceptance of kickbacks pursuant to the agreement. Restivo has admitted that he acted in the course and scope of his employment with First Mariner, and for the benefit of First Mariner, in performing the kickback agreement with Genuine Title. *See* July 25, 2021 Declaration of Brad Restivo attached as **Exhibit 10**; August 24, 2021 Declaration of Brad Restivo attached as **Exhibit 11**.

53. Joseph Buchanan was also a loan officer employed by First Mainer in its White Marsh branch. Buchanan received and accepted kickbacks from Genuine Title in exchange for the assignment and referral of First Mariner borrowers. When Buchanan was first employed by First Mariner, Genuine Title loaned him money. For each loan Buchanan assigned and referred to Genuine Title, he paid off a portion of his loan received from Genuine Title. At

all times while Buchanan was employed with First Mariner, and within the course and scope of that employment, he had a Referring Agreement with Genuine Title. Loans assigned from Buchanan also received kickbacks in the form of marketing credits. *See Exhibit 7.*

54. Walter Alton was employed by First Mariner as a loan officer in its Canton branch from June, 2010 through November, 2010. At all times Alton was employed by First Mariner, and within the course and scope of that employment, Genuine Title paid, and Alton received and accepted kickbacks in the form of Referring Cash in exchange for the assignment and referral of First Mariner loans to Genuine Title for title and settlement. *See Exhibit 7.*

55. From February 2012 to August 2014, Tom Bowen was employed as a loan officer and sales manager by First Mariner first in its Bel Air branch and later in First Mariner's Loch Raven branch. At all times Bowen was employed by First Mariner, and within the course and scope of that employment, Genuine Title paid, and Bowen received and accepted kickbacks in the form of Marketing Credits in exchange for the assignment and referral of First Mariner loans to Genuine Title for title and settlement. Bowen received and accepted \$100-\$200 in marketing credits for each loan referral to Genuine Title that closed. *See April 28, 2022 Declaration of Brandon Glickstein attached as Exhibit 12.*

56. Jon Cohen, another loan officer employed by First Mariner in its Bel Air branch received kickbacks in the form of Marketing Credits in exchange for First Mariner's assignment and referral of borrowers to Genuine Title for title and settlement services. Cohen had a Kickback Agreement at all times he was employed by First Mariner and accepted the

kickbacks within the course and scope of that employment, and for the benefit of First Mariner. *See* **Exhibit 12**.

57. Based upon Genuine Title and First Mariner's continuing pattern of practice, Plaintiffs believe and therefore aver that, in addition to Pobletts, Sergi, Restivo, Buchanon, Alton, Bowen and Cohen, other currently known or unknown Referring Brokers, loan officers, branch managers, sales managers, loan processors and other employees and/or agents employed by First Mariner participated in the Kickback Scheme, including but not limited to Ryan Lowery, Trevor Buck, Michael Carter, Michelle Skjoldager a/k/a Michelle Skoldager a/k/a Michelle Downey, Theresa Frederick, Melissa Miller, George Klein, Joy Gillespie, John Karavasilis, Yianni Karavasilis, Laurie Burgess, Ken Miller, Robert Hoover, Emma Quinn, Christopher Perrin, Alicia Barford, Merci Fitzgerald, David Horvath, Mitch Wright, and other persons employed in First Mariner's Ellicott City and Eldersburg, Maryland branches.
58. Based upon Genuine Title and First Mariner's continuing pattern of practice, Plaintiff believes and therefore avers that Genuine Title provided, and currently known and unknown Referring Brokers employed by First Mariner received and accepted, other things of value in exchange for referring borrowers to Genuine Title.
59. No title or settlement services were provided by First Mariner or any First Mariner employee and/or agent associated with the receipt and acceptance of any kickback. The payment by Genuine Title and the receipt and acceptance by First Mariner by and through its branch managers, sales managers, loan officers and other employees and agents of the kickbacks was made solely for the assignment and referral of First Mariner loans to

Genuine Title for title and settlement services. *See* **Exhibit 6, ¶ 6; Exhibit 7, ¶ 9. Exhibit 12, ¶ 10.**

60. Because First Mariner did not provide any goods or facilities to Genuine Title nor render any services to Genuine Title, and because all the kickbacks are paid solely in exchange for the assignment and referral of residential mortgage loans by First Mariner, none of the kickback payments are entitled to safe harbor protection under 12 U.S.C. § 2607(c)(2).
61. Because the kickbacks are paid and accepted solely in exchange for the assignment and referral of residential mortgage loans by First Mariner, none of the kickback payments are entitled to protection under 12 C.F.R. §1024.14(g)(vi).

**Factual Allegations related to Plaintiff Crouse**

62. Plaintiff Crouse's transaction and the course of events thereafter exemplify the working of the First Mariner Kickback Scheme and are typical of all alleged Class Members' transactions.
63. In 2012, Mr. James Crouse obtained a residential mortgage loan in relation to the refinance of his residential real property and principal residence located at 204 Woodrow Lane, Port Deposit, MD 21904, through First Mariner Referring Broker and Branch Manager Angela Pobletts. Mr. Crouse's loan was settled on November 14, 2012, with First Mariner as the lender.
64. First Mariner Referring Broker and Branch Manager Pobletts assigned and referred Mr. Crouse's loan to Genuine Title for title and settlement services. On the basis of this referral, Plaintiff Crouse used Genuine Title for title and settlement services and settled on or about November 14, 2012. Plaintiff Crouse paid Genuine Title for title and settlement services.

65. First Mariner Referring Broker Pobletts assigned and referred the Crouse refinance to Genuine Title pursuant to a kickback agreement with Genuine Title for Referring Cash as quid pro quo for referrals to Genuine Title and did so to receive Referring Cash from Genuine Title.
66. Plaintiff Crouse is charged \$1404.31 in Section 1100 of his HUD-1 settlement state for total title and settlement service fees for his First Mariner refinance. Plaintiff Crouse paid for these charges when Genuine Title disbursed proceeds from his First Mariner loan. A portion of those Section 1100 charges – at least \$402 – was illegally split and shared with First Mariner through Genuine Title’s payment of an illegal kickback to Pobletts. *See Exhibit 6.*
67. First Mariner Referring Broker Pobletts performed the Referring Agreement in relation to Plaintiff Crouse’s loan within the course and scope of her employment with First Mariner and acting, in whole or in part, to benefit First Mariner.
68. First Mariner benefitted from Pobletts’ performance of the Referring Agreement in relation to Mr. Crouse’s refinance because First Mariner earned fees, interest, and other compensation on the sale of Mr. Crouse’s refinance in the secondary market.

**Factual Allegations Related to Limitations**

69. First Mariner and Genuine Title undertake affirmative fraudulent acts that conceal the Kickback Scheme, Referring Agreements, illegal kickbacks and fee splits, and the facts giving rise to Plaintiff’s and alleged Class Members’ RESPA claims. These affirmative fraudulent acts are intended to, and do, keep Plaintiff Crouse, and alleged Class Members, in ignorance of the facts giving rise to their RESPA claims.

**Affirmative Acts of Concealment**



70. Genuine Title has admitted that the kickbacks were paid in the form of Marketing Credits and Free Marketing Materials “because these kinds of kickbacks are hard to trace and conceal the kickbacks from borrowers, auditors and regulators.” **Exhibit 12, ¶11.**
71. As described above in ¶¶20, 23-24, 27, 32-35, 47-49, First Mariner and Genuine Title choose to conceal the fact and payment of kickbacks by Genuine Title to First Mariner by laundering kickbacks through third-party marketing companies and sham LLCs, including CAM, BGI, and First Mariner Referring Broker Pobletts sham LLC, MARC LLC.
72. Laundering the kickbacks through third-party marketing companies and sham LLCs fraudulently conceals the fact that any thing of value is exchanged between Genuine Title and First Mariner related to the assignment and referral of a loan, including Plaintiff Crouse’s loan, and prevents borrowers, regulators, auditors, and law enforcement from discovering the kickbacks and coordinated relationship between First Mariner and Genuine Title under the Kickback Scheme.
73. The execution of false, and fraudulently back-dated, Title Services Agreements further conceals the Referring Agreements, the fact and amount of kickbacks and the coordinated relationship between First Mariner and Genuine Title under the Kickback Scheme. First Mariner Referring Broker Pobletts’ fraudulent Title Services Agreement is backdated to August 1, 2010, creating an affirmatively false record that prevents any borrower, including Plaintiff Crouse, from discovering the kickbacks. **Exhibit 4.**
74. First Mariner and Genuine Title choose to make false representations and omissions in First Mariner borrowers’ loan documents to both facilitate and conceal the illegal kickbacks.

75. At the time of the loan application, First Mariner requires its branch managers, sales managers, loan officers and/or other employees and agents to use a Right to Select Title Agent form and to allow First Mariner to choose the title agent to provide title and settlement services associated with a loan. *See Exhibit 13*, First Mariner Right to Select Title Agent Form.
76. First Mariner Referring Brokers Sergi, Restivo and Alton have admitted to using the Right to Select Title Agent form to facilitate the referral of First Mariner loans to Genuine Title in furtherance of the Kickback Scheme. *See Exhibit 9, Exhibit 11*.
77. In the Right to Select Title Agent form, First Mariner falsely states that it will choose a “qualified title agent.” This statement and representation are false because the First Mariner Referring Broker chooses to refer a loan to Genuine Title to perform the Referring Agreement and obtain an illegal kickback, or other thing of value, in return from Genuine Title.
78. In addition, the Right to Select Title Agent form falsely omits the fact that through First Mariner’s Referring Broker will receive a thing of value from Genuine Title in exchange for the referral of the loan. As a result, it conceals from the borrower the Referring Agreement between Genuine Title and First Mariner, and the fact and amount of the thing of value that First Mariner will receive in exchange for the referral. Genuine Title has admitted that the Referring Agreements were not disclosed to First Mariner borrowers. **Exhibit 12**, ¶¶ 12, 13.
79. As a continuing pattern and regular business practice, First Mariner issues borrowers a commitment letter in which it states the title company that will close the loan. First Mariner regularly and falsely represents that its records indicate that the borrower has chosen

Genuine Title. This representation is false because First Mariner's records indicate that First Mariner – not the borrower – chose the title company closing the loan, and First Mariner – not the borrower – chose Genuine Title. *See Exhibit 14*, First Mariner Commitment Letter.

80. First Mariner's fraudulent Commitment Letters create a false record that conceals from borrowers, including Plaintiff Crouse and alleged Class Members, First Mariner's referral of the loan to Genuine Title under the Referring Agreements and Kickback Scheme.

81. At all relevant times, federal law required First Mariner, as a lender, to provide a "Good Faith" Estimate to the borrower within three days of taking a loan application. 12 C.F.R. § 1024.7(a)-(b). "The required standardized GFE form must be prepared completely and accurately." 12 C.F.R. App'x C to Part 1024 – Instructions for Completing the Good Faith Estimate (GFE) Form.

82. The loan originator must state in Block 1 of the Good Faith Estimate:

[A]ll charges that loan originators involved in this transaction will receive, except for any charge for the specific interest rate chosen (points). A loan originator may not separately charge any additional fees for getting this loan, including for application, processing, or underwriting. The amount stated in Block 1 is subject to zero tolerance, *i.e.*, the amount may not increase at settlement.

12 C.F.R. App'x C to Part 1024 – Instructions for Completing the Good Faith Estimate (GFE) Form.

83. As a regular pattern of practice, First Mariner chose to falsely omit reporting the kickbacks it would receive from Genuine Title in Block 1 of the Good Faith Estimate. This omission is false because the kickbacks are charges First Mariner would receive in the transaction.

84. First Mariner's choice to falsely omit the kickbacks from Block 1 of the "Good Faith" Estimate conceals from borrowers the fact and amount of the thing of value exchanged

between First Mariner and Genuine Title related to the loan, and the coordinated business relationship between First Mariner and Genuine Title under the Kickback Scheme.

85. In addition to the Good Faith Estimate, federal law, at all relevant times, requires each borrower to receive a HUD-1 Settlement Statement at the closing or settlement of a loan. The settlement agent produces the HUD-1, but federal regulations require the loan originator to provide the settlement agent with all information appearing in the HUD-1 statement.
86. As a continuing pattern and regular business practice, and as a part of its standard form closing instructions, First Mariner required the title company closing the First Mariner loan to submit the HUD-1 for First Mariner's review and approval before the closing and/or funding of the loan.
87. As a continuing pattern and regular business practice, First Mariner and Genuine Title choose and cause the fraudulent omission from the Good Faith Estimate, as described in ¶¶81-84, to repeat and appear on First Mariner borrowers' HUD-1 statements in Section 800.
88. As a continuing pattern and regular business practice, First Mariner chooses to omit and fails to describe anywhere on a borrower's HUD-1 statement the amount of the kickback received by First Mariner related to the borrower's loan or the fact that Genuine Title has paid a kickback to First Mariner for the assignment and referral of the borrower's loan. First Mariner is required to report the kickback on Line 808 of the HUD-1, and perhaps other lines. *See Exhibit 12, ¶13.*

89. Section 1100 of the HUD-1 reports to the borrower the title and settlement services provided on the loan, along with the associated charges to the borrowers for those services and the person or entity to receive the charges.
90. As a continuing pattern of practice, First Mariner and Genuine Title choose to omit any description of the kickbacks from Section 1100, and falsely represent that Genuine Title will retain all amounts associated with charges in Section 1100. These representations are false because Genuine Title will not retain all amounts and will split and kickback to First Mariner a portion of the charges in Section 1100. **Exhibit 12, ¶13.**
91. At least 50% of the First Mariner loans assigned and referred by First Mariner to Genuine Title during the time period of the Kickback Schemes are VA or FHA loans. First Mariner is required to certify that the charges on these loans comply with certain agency guidelines per 24 C.F.R. § 203.27 and 24 C.F.R. § 203.255. This certification is presented to borrowers on the “Direct Endorsement” form or the “VA Report and Certification of Loan Disbursement.”
92. As a continuing pattern and regular business practice, First Mariner falsely certifies borrowers’ Direct Endorsement. These certifications are false because the fees charged to the borrowers do not comply with HUD regulations because they include an illegal kickback.
93. As a continuing pattern and regular business practice, First Mariner falsely certifies borrowers’ Direct Endorsement. These certifications are false because the fees charged to the borrowers do not comply with HUD regulations because they include an illegal kickback.

94. These fraudulent representations and omissions, presented to First Mariner borrowers by Genuine Title as First Mariner's agent at closing, fraudulently conceal and keep borrowers, including Plaintiff Crouse and Class Members, ignorant of the facts giving rise to their RESPA claims, including: (i) the circumstances of the referral of the borrower's First Mariner loan to Genuine Title; (ii) the fact and amount of the illegal kickbacks paid in relation to the borrower's First Mariner loan; and (iii) the coordinated business relationship between First Mariner and Genuine Title under the Kickback Scheme.

**Plaintiff Crouse's reasonable diligence**

95. As a result of the fraudulent concealments by First Mariner and Genuine Title, Plaintiff Crouse and all members of the alleged Class had no actual notice, before, during or after the closing of their First Mariner loans of any fact giving rise to the RESPA claims pled herein, including the illegal Referring Agreements between First Mariner and Genuine Title, the actual referral of their First Mariner loan to Genuine Title under the illegal Referring Agreements and the exchange of a things of value between First Mariner and Genuine Title related to their First Mariner loans.

96. Plaintiff Crouse exercised reasonable diligence before, during and after the closing of his loan.

97. Plaintiff Crouse receives the pre-closing loan documents prepared by First Mariner and reviewed those loan documents.

98. Plaintiff Crouse receives and reviews the Good Faith Estimates prepared by First Mariner related to his First Mariner loan. First Mariner chooses to omit from Plaintiff Crouse's "Good Faith" Estimates any description or statement of the coordinated business relationship between First Mariner and Genuine Title and to include the fraudulent

representations and omissions described in ¶¶ 81-84. Plaintiff Crouse's "Good Faith" Estimates do not identify Genuine Title as the provider of any title settlement service related to his refinance. First Mariner fraudulently omits from Box 1 and 2 and Box A and line A any amount that First Mariner will receive from Genuine Title related to his loan.

99. Plaintiff Crouse receives and reviews the Right to Select Title Agent form. First Mariner chooses to omit from Plaintiff Crouse's Right to Select Title Agent Form any mention of Genuine Title, the kickback agreement between First Mariner and Genuine Title, and the fact and amount of the thing of value First Mariner will obtain for referring Plaintiff Crouse's First Mariner loan to Genuine Title.

100. Crouse's pre-closing documents did not include any description or statement of the coordinated business relationship between First Mariner and Genuine Title, or the fact that Genuine Title would pay any thing of value for First Mariner's assignment and referral Crouse's refinance to Genuine Title.

101. The false statements in Plaintiff Crouse's pre-closing loan documents were made for the purpose of concealing, and did so conceal, Genuine Title and First Mariner's coordinated business relationship, the Kickback Scheme and the illegal kickback related to the Plaintiff Crouse's refinance.

102. As is reasonable under the circumstances, Plaintiff Crouse believed these pre-closing documents and the representations made therein. Plaintiff had no reason to believe, and did not believe: (i) that there existed an illegal referring agreement between First Mariner and Genuine Title; (ii) that Plaintiff Crouse's loan had been referred to Genuine Title pursuant to the an illegal referring agreement, and (iii) there would be any payment or exchange of

a thing of value between Genuine Title and First Mariner related to the assignment and referral of Plaintiff's Crouse's refinance for title and settlement services.

103. Plaintiff Crouse acted diligently during the closing or settlement of his loan. As a condition of closing his loan, First Mariner required Plaintiff Crouse to participate in a closing. Plaintiff Crouse attended and fully participated in the required closing.

104. At the closing of his First Mariner loan, Plaintiff Crouse received from Genuine Title, or its agent, all of the loan documents required by First Mariner to close his loan, including his HUD-1.

105. Plaintiff Crouse reviewed all the loan documents presented to him at closing.

106. First Mariner and Genuine Title chose to omit from the documents Plaintiff Crouse received at closing, including his HUD-1, any description or statement of the coordinated business relationship between Genuine Title and First Mariner. First Mariner and Genuine Title choose to omit this information from all sections of the HUD-1, including Sections 800, 1100, 1200 and 1300.

107. First Mariner and Genuine Title chose to omit from the documents Plaintiff Crouse received at closing, including his HUD-1, any description or statement of any payment, amount or thing of value that was paid by Genuine Title to First Mariner, or received by First Mariner from Genuine Title, related to Plaintiff Crouse's loan. First Mariner and Genuine Title choose to omit this information from all sections of the HUD-1, including Sections 800, 1100, 1200 and 1300.

108. First Mariner chose to include in the Commitment Letter Plaintiff Crouse received at closing the false representation and omissions described in ¶¶ 79-80.



109. First Mariner chose to include in the VA Certification of Loan Disbursement Plaintiff Crouse received at closing the false certifications described in ¶¶ 91-93, above.

110. First Mariner and Genuine Title chose to make the false representations, certifications, and omissions in Plaintiff Crouse's loan documents at closing for the purpose of concealing, and did so conceal, Genuine Title and First Mariner's coordinated business relationship, the Kickback Scheme and the illegal kickback related to the Plaintiff Crouse's refinance.

111. As is reasonable under the circumstances, Plaintiff Crouse believed the loan documents presented at closing the representations made therein. Plaintiff Crouse had no reason to believe, and did not believe, that a coordinated business relationship existed between First Mariner and Genuine Title. Plaintiff Crouse had no reason to believe, and did not believe, there would be any payment or exchange of a thing of value between Genuine Title and First Mariner related to the assignment and referral of Crouse's refinance for title and settlement services.

### **Plaintiff Crouse's Claims are Timely**

112. Plaintiff Crouse was diligent after the closing of his First Mariner loan.

113. On September 29, 2017, the putative class action *Bezek v. First National Bank of Pennsylvania*, was filed in the U. S. District Court for the District of Maryland, case no. 17-2902, alleging a class of borrowers, harmed by the Genuine Title kickback scheme with First Mariner. The filing of the *Bezek* action tolled, and continues to toll, the statute of limitations applicable to Plaintiff Crouse's RESPA claims pled herein. *See Am. Pipe & Constr. Co. v. Utah*, 414 U.S. 538 (1974); *Crown, Cork & Seal, Co., Inc. v. Parker*, 462 U.S. 345, 354 (1983). Maryland has specifically adopted the *American Pipe* ruling as

applicable in state courts. See *Philip Morris USA, Inc. v. Christensen*, 394 Md. 227, 905 A.2d 340 (2006) (overruled on other grounds) (“We adopt the *American Pipe* class action tolling rule, and its extension in *Crown, Cork & Seal*.”)

114. On October 2, 2020, the *Bezek* court certified the First Mariner Class. On November 17, 2020, the *Bezek* court approved the proposed class notice and a notice of class action was issued to Plaintiff Crouse on or about December 1, 2020. Plaintiff Crouse did not elect to be excluded from the *Bezek* First Mariner Class.

115. On December 14, 2023, the *Bezek* Court amended the *Bezek* First Mariner Class definition such that Plaintiff Crouse was no longer a member of the *Bezek* Class.

116. On January 12, 2024, Mr. Crouse was contacted by counsel and agreed to serve as Plaintiff in this action.

117. As a result of Genuine Title’s and First Mariner’s fraudulent concealment of their coordinated business relationship, and the payment, receipt and acceptance of kickbacks related to Plaintiff’s loans, and Plaintiff’s diligence before, during and after the closing of their loans, which was reasonable under the circumstances, the statute of limitations applicable to Plaintiff Crouse’s RESPA claims may be tolled pursuant to Md. Code Ann., Cts. & Jud. Proc. §5-203, *Am. Pipe & Constr. Co. v. Utah*, 414 U.S. 538 (1974), and *Philip Morris USA, Inc. v. Christensen*, 394 Md. 227, 905 A.2d 340 (2006) (overruled on other grounds).

118. As a result of Genuine Title’s and First Mariner’s fraudulent concealment of their coordinated business relationship, and the payment, receipt and acceptance of kickbacks related to Plaintiff’s loans, and Plaintiff’s diligence before, during and after the closing of their loans, which was reasonable under the circumstances, the statute of limitations was

tolled beginning on the date of Plaintiff's loan settlement and continuing until the amendment of the *Bezek* First Mariner Class, on or about December 14, 2023.

119. This action has been filed within one (1) year and is timely.

120. The fraudulent concealments described herein are an integral component of the Kickback Scheme between First Mariner and Genuine Title, and typical of all alleged Class Members' transactions such that all Class Members are entitled to equitable tolling for the applicable limitations period.

### **CLASS ACTION ALLEGATIONS**

121. The allegations in the above stated paragraphs are incorporated by reference as if fully restated herein.

122. Plaintiff Crouse bring this action on behalf of himself and all other similarly situated individuals pursuant to Md. Rule 2-231, and the alleged class (the "Class") is defined as follows:

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) brokered or originated by First Mariner Bank for which Genuine Title, LLC, provided a settlement service, as identified in Section 1100 on the HUD-1, between January 1, 2009, and December 31, 2014 but not those borrowers who are members of the class certified in *Bezek v. First National Bank of Pennsylvania*, Case No. 17-cv-2902-SAG (D. Md.) as amended by order dated December 31, 2023, ECF No. 151. Exempted from this class is any person who, during the period of January 1, 2009, and December 31, 2014, was an employee, officer, member and/or agent of First Mariner Bank, Genuine Title LLC, Competitive Advantage Media Group LLC, Brandon Glickstein, Inc., and/or Dog Days Marketing, LLC, and any judicial officer who handles this case, and the immediate family members of such judicial officer(s).

123. There are questions of law and fact common to the claims of each and all members of the Class. These common questions include, but are not limited to:

- a. Whether the Kickback Scheme between First Mariner and Genuine Title existed;
- b. Whether Genuine Title paid illegal kickbacks and/or unearned fee splits to First Mariner and its employees and/or agents in exchange for the assignment and referral of federally related residential mortgage loans, refinances, and reverse mortgages to Genuine Title for title and settlement services;
- c. Whether the repeated receipt and acceptance by First Mariner and/or its employees of things of value from Genuine Title violated RESPA;
- d. Whether First Mariner disclosed or described on any borrowers' "Good Faith" Estimate, HUD-1, or other loan document that First Mariner had a coordinated business relationship with Genuine Title or the fact that a thing of value had been exchanged between First Mariner and Genuine Title related to any borrower's loan;
- e. Whether Plaintiff and Class Members are entitled to treble damages and attorneys' fees and expenses under RESPA;
- f. Whether First Mariner and Genuine Title failed to disclose and concealed from Plaintiff Crouse and Class Members that First Mariner and its employees and/or agents were participating in the Kickback Schemes and failed to disclose and concealed, among other things, their coordinated business relationship;
- g. Whether despite exercising reasonable diligence, Plaintiff and Class Members did not and could not have learned of the illegal kickbacks and Kickback Schemes until contacted by counsel; and
- h. Whether Plaintiff and Class Members' statute of limitations is equitably tolled because of First Mariner's fraudulent concealment of the illegal kickbacks and/or unearned fee splits and the Kickback Schemes.

124. These common issues of law and fact predominate over any question affecting only individual Class Members.

125. Plaintiff Crouse's RESPA claims are typical of the RESPA claims or defenses of the Class and are subject to the same statutory measure of damages set forth in 12 U.S.C. § 2607(d)(2).

126. Plaintiff will fairly and adequately protect the interests of the Class. The interests of the named Plaintiff and all other members of the Class are identical.

127. Plaintiff's counsel has substantial experience in complex litigation and class action proceedings and will adequately represent the Class's interest.

128. The Class consists of over 100 borrowers, and thus are so numerous that joinder of all members is impracticable.

129. Separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for First Mariner and Genuine Title.

130. The action entails question of law and fact common to Class Members that predominate over any questions affecting only individual plaintiffs, and, therefore, a class action is superior to other available methods of fair and efficient adjudication of this litigation.

131. No member of the Class has a substantial interest in individually controlling the prosecution of a separate action, but if he or she does, he or she may exclude himself or herself from the class upon receipt of notice under Md. Rule 2-231(e).

**Count I**  
**Violation of the Real Estate Settlement Procedures Act (RESPA),**  
**12 U.S.C. § 2607(a)**

132. Plaintiff incorporates the above stated paragraphs as if fully restated herein.

133. All transactions at issue in the instant Complaint are incident to or part of real estate settlement services involving federally related mortgage loans and thereby are subject to the provisions of RESPA, 12 U.S.C. § 2601, *et seq.*
134. At all relevant times, Genuine Title was subject to the provisions of RESPA, 12 U.S.C. § 2601, *et seq.*
135. As a lender and/or broker and/or servicer of federally related mortgage loans, First Mariner is, and at all relevant times was, subject to the provisions of RESPA, 12 U.S.C. § 2601, *et seq.*
136. First Mariner, by and through its brokers, loan officers, employees and/or agents received, and accepted things of value paid by Genuine Title for the referral of business as part of real estate settlement services provided to Plaintiff Crouse and Class Members, in violation of RESPA, U.S.C. § 2607(a).
137. All loans referred to Genuine Title as part of the Kickback Scheme were secured by first or subordinate liens on residential real property and were made in whole or in part by First Mariner whose deposits or accounts were insured by the federal government and/or regulated by an agency of the federal government.
138. The payment and/or arranging of payments of kickbacks to First Mariner by Genuine Title and First Mariner's receipt thereof constitute a violation of § 8(a) of RESPA, which prohibits the payment of referral fees or kickbacks pursuant to an agreement in connection with the origination or brokering of federally related mortgage loans.
139. The payments from Genuine Title to First Mariner were not associated with any goods, facilities, or services actually provided by First Mariner, or any of its agents and/or employees, to Genuine Title. In addition, or in the alternative, the value of any good,

facility, or service claimed to be provided by First Mariner to Genuine Title was not reasonably related to the payment from Genuine Title such that the payment is not “bona fide” or within the protection of 12 U.S.C. § 2607(c)(2).

140. First Mariner is vicariously liable for the RESPA violations of its branch manager, sales managers, loan officers, loan processors and other employees and/or agents.

141. First National is liable for First Mariner’s RESPA violations under the express terms of the agreements described in ¶¶7 (A-F).

**Count II**  
**Violation of the Real Estate Settlement Procedures Act (RESPA),**  
**12 U.S.C. § 2607(b)**

142. Plaintiff incorporates the above stated paragraphs as if fully restated herein.

143. All transactions at issue in the instant Complaint are incident to or part of real estate settlement services involving federally related mortgage loans and thereby are subject to the provisions of RESPA, 12 U.S.C. § 2601, *et seq.*

144. At all relevant times, Genuine Title was subject to the provisions of RESPA, 12 U.S.C. § 2601, *et seq.*

145. As a lender and/or broker and/or servicer of federally related mortgage loans, First Mariner is, and at all relevant times was, subject to the provisions of RESPA, 12 U.S.C. § 2601, *et seq.*

146. Genuine Title charged borrowers referred by First Mariner for real estate settlement services in connection with the closing of First Mariner loans.

147. Genuine Title gave, and First Mariner, by and through its brokers, loan officers, employees and/or agents, accepted a portion, split or percentage of Genuine Title’s charges. First Mariner performed no actual services in exchange for the splitting of charges paid by

Genuine Title for the referral of business as part of real estate settlement services provided to Plaintiff and Class Members, in violation of RESPA, U.S.C. § 2607(b).

148. The fee splits paid by Genuine Title to First Mariner were not associated with any goods, facilities, or services actually provided by First Mariner, or any of its agents and/or employees, to Genuine Title. In addition, or in the alternative, the value of any good, facility, or service claimed to be provided by First Mariner to Genuine Title was not reasonably related to the payment from Genuine Title such that the payment is not “bona fide” or within the protection of 12 U.S.C. § 2607(c)(2).

149. First Mariner is vicariously liable for the RESPA violations of its branch manager, sales managers, loan officers, loan processors and other employees and/or agents.

150. First National is liable for First Mariner’s RESPA violations under the express terms of the agreements described in ¶¶7 (A-F).

**WHEREFORE:**

- a. Plaintiffs respectfully demand this Court to certify this class action and the First Mariner Class pursuant to Md. Rule 2-231(d) and set this matter for trial;
- b. Demand judgment for Plaintiff and Class Members against First National Bank of Pennsylvania, and award Plaintiff and Class Members:
  1. Treble damages for all title and settlement services charges by Genuine Title including, but not limited to, title insurance premiums, in an amount equal to three times the amount of any charge paid for such settlement services, pursuant to 12 U.S.C. § 2607(d)(2);
  2. Reasonable attorneys’ fees, interest and costs pursuant to 12 U.S.C. § 2607 (d)(5); and



3. For such other and further relief as this Court deems proper.

Respectfully submitted,

/s/  
Timothy F. Maloney, Esq. #03381  
Veronica B. Nannis, Esq. #15679  
Joseph, Greenwald & Laake  
6404 Ivy Lane, Suite 400  
Greenbelt, Maryland 20770  
(301) 220-2200 / (301) 220-1214 (fax)  
Email: tmaloney@jgllaw.com  
vnannis@jgllaw.com  
*Co-Counsel for Plaintiff and Class Members*

/s/  
Michael Paul Smith, Esq. #23685  
Melissa L. English, Esq. #19864  
Smith, Gildea & Schmidt, LLC  
600 Washington Avenue, Suite 200  
Towson, MD 21202  
(410) 821-0070 / (410) 821-0071 (fax)  
Email: mpsmith@sgs-law.com  
menglish@sgs-law.com  
*Counsel for Plaintiff and Class Members*

**PRAYER FOR JURY TRIAL**

Plaintiffs and Class Members hereby request a trial by jury on the foregoing Amended Class Action Complaint.

/s/  
Timothy F. Maloney, Esq. # 03381  
Veronica B. Nannis, Esq. #15679  
Joseph, Greenwald & Laake  
6404 Ivy Lane, Suite 400  
Greenbelt, Maryland 20770  
(301) 220-2200 / (301) 220-1214 (fax)  
Email: tmaloney@jgllaw.com  
vnannis@jgllaw.com  
*Co-Counsel for Plaintiff and Class Members*

/s/  
Michael Paul Smith, Esq. #23685  
Melissa L. English, Esq. # 19864  
Smith, Gildea & Schmidt, LLC  
600 Washington Avenue, Suite 200  
Towson, MD 21202  
(410) 821-0070 / (410) 821-0071 (fax)  
Email: mpsmith@sgs-law.com  
menglish@sgs-law.com  
*Counsel for Plaintiff and Class Members*