

connection with the closing of residential mortgage loans. Plaintiff also alleged that this practice was deceptive in violation of the Indiana Deceptive Sales Act, IC § 24-5-0.5-10(a)(1). Defendant denies these allegations but has agreed to settle to avoid the costs of litigation. Counsel for plaintiff has conducted an extensive investigation into the relevant facts and law underlying plaintiff's claims, and has concluded that the outcome of the lawsuit is uncertain and that a settlement is in the best interests of plaintiff and the Settlement Class.

Defendant denies that it acted unlawfully, denies liability to plaintiff and the Settlement Class, and denies that class certification is required or appropriate if there was not a settlement.

This Notice should not be understood as an expression of any opinion by the Court as to merits of any of the claims asserted by plaintiff or any of the defenses asserted by defendant.

3. WHO IS IN THE SETTLEMENT?

To see if your rights will be affected by this settlement or if you will get money from this settlement, you first have to determine if you are a class member.

On May 3, 2006, the Court preliminarily approved the settlement and provisionally certified a Settlement Class ("Settlement Class") in the Action for purposes of settlement only. The Settlement Class is defined to include:

All natural persons who purchased real property located in Indiana who paid a document preparation fee to PRMI on or after August 19, 1999 to the present.

4. THE SETTLEMENT BENEFITS - WHAT YOU GET

A settlement fund of \$11,750 will be established. After a payment to the plaintiff and class representative of \$500, the net fund remaining will be distributed by check to class members who submit valid claim forms. Any money remaining after claims are paid will be given to a charitable organization. There are approximately 150 members in the Settlement Class. Each class member who submits a valid claim form will receive \$75.

5. WHAT AM I GIVING UP AS PART OF THE SETTLEMENT?

If the settlement becomes final, you will be releasing PRMI of any claims relating in any way to its charging of document preparation fees. This release is more fully explained in paragraph 7 of the Settlement Agreement. The Settlement Agreement is available at the Clerk's Office, Porter County Superior Court, Indiana, 209 Courthouse, 16 E. Lincolnway Street, Valparaiso, Indiana 46383 during regular business hours. The Settlement Agreement specifically describes the release claims in necessarily legal terminology. You may speak with Class Counsel or your own lawyer if you have questions about the release.

6. HOW DO I GET A PAYMENT?

To ask for a cash payment, you must complete and return the attached Claim Form (also on www.edcombs.com) by U.S. Mail to the address listed below. The deadline for Claim Forms is **August 1, 2006**; Claim forms **MUST BE** postmarked by **August 1, 2006**.

Wood Crapo, LLC
Attn: PRMI Claims Settlement
500 Eagle Gate Tower
60 East South Temple Street
Salt Lake City, Utah 84111

7. WHEN WOULD I GET MY PAYMENT?

Payments will be mailed to class members after the Court grants “final approval” of the settlement and any appeals are resolved. The deadline for Claim Forms is **August 1, 2006**; claim forms **MUST BE** postmarked by **August 1, 2006**. The Court is scheduled to consider final approval at a hearing on September 20, 2006 at 1:00 p.m.

8. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you fall within the Settlement Class definition set forth in paragraph 3 above, you will be a member of the Settlement Class unless you exclude yourself from the Settlement Class. You need not take any action to remain in the Settlement Class, but you need to complete the Claim Form to receive the benefits of the settlement.

If you want to keep the right to sue PRMI, over the legal issues in this case, then you must take steps to get out of the settlement. This is called asking to be excluded from - or sometimes called “opting out” of - the class. If you opt out of the settlement, you will not receive any payment from the Settlement Fund, you cannot object to the settlement and you will not be bound by anything that happens in this lawsuit. You must exclude yourself from *this* class to start or continue your own lawsuit against PRMI.

To opt out, you must complete and mail a notice of intention to opt-out (“Opt-Out”), which contains the following: (a) your full legal name and address; (b) your signature or that of the class member’s representative; and (c) a statement that expressly states an intent of the class member not to participate in the Settlement and to waive all rights to the benefits of the Settlement. In addition, for your Opt-Out to be valid, it must be mailed to the following address, postmarked no later than **August 1, 2006**:

Daniel A. Edelman (14725)
Heather Kolbus
Edelman, Combs, Lattuner & Goodwin, LLC
120 S. LaSalle Street, 18th Floor

Chicago, IL 60603
(312) 739-4200
(312) 419-0379 (FAX)
www.edcombs.com

9. WHO ARE COUNSEL FOR PLAINTIFF AND CLASS COUNSEL?

The Court has appointed the following attorneys to represent you and other members of the settlement class in this lawsuit:

Daniel A. Edelman (14725)
Heather Kolbus
Edelman, Combs, Lattuner & Goodwin, LLC
120 S. LaSalle Street, 18th Floor
Chicago, IL 60603
(312) 739-4200
(312) 419-0379 (FAX)
www.edcombs.com

Michael P. McIlree
Michael P. McIlree, Attorney at Law
821 Lincolnway, Suite 1
Valparaiso, IN 46383
(219) 548-1800
(219) 548-5905 (FAX)
mcilree1@aol.com

These attorneys represent your interests in this lawsuit. You may contact them with any questions that you have about the lawsuit or the settlement. You may also hire your own attorney at your own cost to advise you in this matter.

Class Counsel will ask the court for attorney's fees and costs at the time of final approval. The amount of attorney's fees and costs is separate and distinct from the Settlement Fund. PRMI reserves the right to object to the amount of attorney's fees and costs sought by plaintiff's counsel. Class Counsel will also ask for an additional payment of \$500 for David Jackowski, the Class Representative, who helped the lawyers on behalf of the whole class.

10. OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it. You must give reasons why you think the Court should not approve the settlement. The Court will consider your views if you properly submitted an objection on time.

Objecting is simply telling the Court that you don't like something about the settlement. You can object ONLY if you stay in the class. Excluding yourself is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you wish to object to the settlement or to any awards to plaintiff or class counsel, then you must mail a written objection to the settlement ("Objection") to class counsel and counsel for defendant at the addresses set forth below sent postmarked no later than **August 1, 2006**, and contemporaneously file the objection with the Clerk's Office, Porter County Superior Court,

Indiana, 209 Courthouse, 16 E. Lincolnway Street, Valparaiso, Indiana 46383:

Class Counsel

Daniel A. Edelman
Heather Kolbus
Edelman, Combs, Lattuner & Goodwin, LLC
120 S. LaSalle Street, 18th Floor
Chicago, Illinois 60603

Michael P. McIlree
Michael P. McIlree, Attorney at Law
821 Lincolnway, Suite 1
Valparaiso, IN 46383

Defendant's Counsel

Brian E. Casey
Barnes & Thornburg, LLP
600 1st Source Bank Center
South Bend, IN 46601

Darryl J. Lee
Matthew S. Tarkington
Wood Crapo, LLC
500 Eagle Gate Tower
60 East South Temple Street
Salt Lake City, UT 84111

Each objection must (a) set forth the objector's full legal name and address; (b) state the Objection to the Settlement; (c) set forth a statement of the legal and factual basis for the Objection; and (d) provide copies of any documents in support of the Objection. If you do not submit a timely Objection in accordance with the requirements set forth above, you will not be treated as having filed a valid Objection to the settlement.

If you do file an objection and wish it to be considered, you must also appear at the hearing before Judge Alexa on September 20, 2006 at 1:00 p.m. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.** Please note that it is not sufficient to simply state that you object. You must state reasons why the settlement should not be approved.

11. THE COURT'S FAIRNESS HEARING

The Court will hold a hearing on the settlement in the Porter County Superior Court, Indiana, 209 Courthouse, 16 E. Lincolnway Street, Valparaiso, Indiana 46383, Courtroom 2 on September 20, 2006 at 1:00 p.m. to determine, among other things, (i) whether it will be approved as fair, adequate and reasonable; (ii) what amount, if any, to award class counsel for attorney's fees and costs in the Action; and (iii) what amount, if any, to award plaintiff for his services as class representative. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.** The hearing may be continued by the Court without further notice to class members.

If the Court does not approve the settlement, the class action will proceed, and you may or may not get the money that this case may provide in the future.

12. WHERE CAN I OBTAIN ADDITIONAL INFORMATION ABOUT THE LAWSUIT AND/OR THE SETTLEMENT?

The description of the lawsuit and settlement that is contained in this Notice is only general in nature. All papers filed in this case, including the full settlement agreement, are available for you to inspect and copy (at your expense) at the Clerk's Office, Porter County Superior Court, Indiana, 209 Courthouse, 16 E. Lincolnway Street, Valparaiso, Indiana 46383, during regular business hours. You must bring the name of the case and case number with you, since the Clerk will need to know this information in order to obtain the court file for you to inspect. If you or your attorney need additional information, you should write or call class counsel at the addresses and telephone numbers listed above in paragraph 9 during regular business hours. Please include the case name and number, your name and your current return address on any letters, not just the envelopes. Please do not contact the defendant's attorneys; they are not in a position to give you any advice about this settlement.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE OR PRMI.

Dated: May 3, 2006

Honorable William E. Alexa

CLAIM FORM

Name: _____

Current Mailing Address:

Street/P.O. Box	City	State	Zip Code
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Address of property for which PRMI charged you a document preparation fee in connection with your residential closing (if different than above):

Street/P.O. Box	City	State	Zip Code
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I submit this Claim Form under penalty of perjury and state that I paid a document preparation fee to PRMI in connection with the closing on my Indiana real property on or after August 19, 1999 to the present.

Signature