

In re:	*	IN THE CONSUMER
		PROTECTION DIVISION
KVS TITLE, LLC;	*	
ALLIANCE TITLE SERVICES, LLC;		OFFICE OF
CLEAR TITLE SOLUTIONS, LLC;	*	THE ATTORNEY GENERAL
EVERSURE TITLE, LLC;		OF MARYLAND
REALTY SETTLEMENT SOLUTIONS,	*	
LLC;		
TITLE PRO GROUP, LLC;	*	
and,		
WASHINGTON TITLE TEAM, LLC.	*	

* * * * *

ASSURANCE OF DISCONTINUANCE

This Assurance of Discontinuance (“Assurance”) is made and entered into by the Office of the Attorney General, Consumer Protection Division (the “Division”); and KVS Title, LLC (“KVS”); Alliance Title Services, LLC (“ATS”); Clear Title Solutions, LLC (“CTS”); Eversure Title, LLC (“EST”); Realty Settlement Solutions, LLC (“RSS”); Title Pro Group, LLC (“TPG”); and Washington Title Team, LLC (“WTT”) as Respondents. The Division and Respondents agree as follows:

I. THE PARTIES

1. The Division is responsible for enforcement of Maryland consumer protection laws, including the Maryland Consumer Protection Act (“CPA”), Md. Code Ann., Com. Law §§ 13-101 through 13-501 (2013 Repl. Vol. and 2023 Supp.). The CPA makes it an unfair, abusive, and deceptive trade practice to make statements or engage in activities that are capable of misleading consumers, or to fail to disclose material facts, the omission of which have the tendency to deceive consumers. In addition, the Division may enforce, as violations of the CPA, violations of laws not specifically enumerated within it, but which also contain protections for consumers.

2. CTS, WTT, ATS, EST, and TPG were formed as Maryland limited liability companies, which provide title agency services to consumers. Each such company had various real estate agents as its members.

3. RSS was formed as a District of Columbia limited liability company, which provides title agency services to consumers. RSS has a real estate brokerage firm as a member.

4. KVS is a Virginia limited liability company with a principal place of business at 7550 Wisconsin Avenue, Suite 500, Bethesda, Maryland 20814. KVS provides real estate settlement services, including to Maryland consumers and in relation to Maryland real estate transactions.

5. Respondents confirm that CTS, WTT, ATS, EST, TPG, and RSS are the only companies jointly owned or operated by any Respondent and real estate agents and/or real estate brokers which provide residential real estate settlement services to consumers in Maryland.

II. DEFINITIONS

6. “Effective Date” means the date on which all of the parties have executed the Assurance. The Assurance may be executed in counterparts, and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

7. “Joint Venture Companies” shall refer to ATS, CTS, EST, TPG, WTT, and RSS, each a “Joint Venture Company.”¹

8. “Real Estate Members” shall refer to the real estate agents and brokers that are members of the respective Joint Venture Companies.

III. THE DIVISION’S ALLEGATIONS

9. Respondents offered and sold title insurance to consumers, including in Maryland.

10. The purchase of title insurance is common, in part because most lenders require home purchasers to buy title insurance, which protects the lender and a homebuyer from defects in a title to property.

11. Both the federal Real Estate Settlement Procedures Act (“RESPA”),

¹ One former joint venture, Title Realty Solutions, L.L.C., was dissolved in 2021 and is not therefore a party to this Assurance.

12 U.S.C. § 2601, *et seq.*, and the Maryland Real Estate Settlements Act, Real Prop. Code § 14-127 (“MRESPA”), prohibit giving a thing of value in consideration for the referral of consumers for the purchase of title insurance.

12. The Division alleges that the Joint Venture Companies unlawfully paid fees to agents and brokers who were members of the Joint Venture Companies, in exchange for the referral of consumers for the purchase of title insurance.

13. The Division further alleges that the above alleged violations of RESPA and MRESPA also constitute unfair and deceptive trade practices that are prohibited by the CPA.

IV. RESPONDENTS’ DENIALS

14. Respondents dispute the Division’s allegations and legal theories and deny that the Joint Venture Companies violated RESPA, MRESPA, the CPA, or any other federal or state law. Respondents maintain that the Joint Venture Companies were fully compliant with the CPA, MRESPA, and RESPA, including satisfaction of the RESPA statutory safe harbor set forth in 12 U.S.C. § 2607(c)(4). Nothing contained in this Assurance is or may be construed to be an admission by Respondents, or by any other entity released under this Assurance, of any violation of law or regulation, of any other matter of fact or law, or of any liability or wrongdoing.

15. The Parties agree to the terms of this Assurance to fully resolve the Division’s potential claims related to the allegations against Respondents and the Real Estate Members of the Joint Venture Companies and in consideration of the time, effort, and costs involved in litigation.

V. CEASE AND DESIST PROVISIONS

16. The cease and desist provisions of this Assurance apply to Respondents and to their members, including the Real Estate Members, and each of their directors, officers, partners, employees, agents, successors, and assignees, merged or acquired entities, and subsidiaries, conducting business in Maryland.

17. Respondents shall not, in connection with the provision of title insurance in

connection with Maryland residential real estate closings, give consideration for referrals in violation of the CPA, RESPA or MRESPA, or that otherwise violate the CPA, RESPA or MRESPA in any other respect.

18. The Joint Venture Companies shall cease conducting any transactions in Maryland as of the Effective Date.

19. Respondents shall, with reasonable promptness and consistent with the respective Joint Venture Company operating agreements, take such actions as are necessary to wind down and legally dissolve all of the Joint Venture Companies. Respondents shall perform all actions necessary to dissolve the Joint Venture Companies within thirty (30) days of the Effective Date. Respondents shall ensure that regardless of any dissolution, Respondents will provide the Division with the information required under paragraph 24.

20. Respondents shall not create, form, or maintain any new joint venture companies with real estate agents or brokers for the purpose of making unlawful payments for referrals of Maryland consumers in connection with the offer and sale of title insurance.

21. Respondents shall not engage in any unfair, deceptive, or abusive trade practices in violation of the CPA.

VI. PAYMENTS

22. Respondents shall pay the Division Eight Hundred and Fifty Thousand Dollars (\$850,000) (the "Restitution Amount") in restitution, consistent with the terms of this Assurance.

23. The amount of restitution consumers are entitled to receive shall be equal to their *pro rata* share of the Restitution Amount. The amount consumers shall receive from the Restitution Amount shall be prorated based on their transactions' proportional share of the total amount all consumers paid the Joint Venture Companies for title insurance for Maryland residential purchases. The entire Restitution Amount shall be distributed in accordance with the claims procedure outlined below.

24. Within forty-five (45) days of the Effective Date of this Assurance, Respondents shall provide the following information for each transaction in the form of a Microsoft Excel spreadsheet, with each item in a separate field (the "Consumer List"):

- (a) a unique transaction number;
- (b) consumer(s) first name;
- (c) consumer(s) last name;
- (d) consumer(s) last known address;
- (e) consumer(s) last known city, state, and postal code;
- (f) consumer(s) last known telephone number;
- (g) consumer(s) last known email address;
- (h) the amount of money any Joint Venture Company received for the transaction in connection with the purchase of title insurance;
- (i) the total *pro rata* refund amount under paragraph 23 of this Assurance for the transaction; and
- (j) the amount of restitution to be paid to the consumer.

Where a transaction has more than one purchaser of title insurance, information for each purchaser shall be listed separately, and the restitution amount due to the consumer under this paragraph 24(j) shall be the amount in paragraph 24(i) divided equally by the number of consumers who paid for insurance in the related transaction.

25. Within ninety (90) days of the Effective Date of this Assurance, Respondents shall pay restitution to the consumers listed in the Consumer List in the refund amounts consumers are owed under item 24(j). Respondents shall send a check for that amount and an individually-addressed Claims Letter, the form of which is attached hereto as Exhibit A (the "Claims Letter"), to the last known address of each consumer receiving a restitution payment. Consumers shall have one hundred and eighty (180) days from the date of issuance of any checks issued pursuant to this paragraph to present such checks for payment.

26. If a restitution check and Claims Letter mailed to a consumer by Respondents are returned as undeliverable, Respondents shall, within fifteen (15) days of receiving the mailing marked as undeliverable, resend the Claims Letter and restitution check to the consumer by using

- (a) a current address for the consumer obtained through a Global Address Verification service

(such as the United States Postal Service National Change of Address Database or Melissa, Inc.) agreed to by the Division, or (b) an address that is provided by the Division at any time during the claims procedure.

27. One (1) year from the Effective Date, Respondents shall provide the Division with a report in the form of a Microsoft Excel spreadsheet containing the information required in the Consumer List and an additional field stating whether the restitution payment made to the consumer was accepted or is still due and owing (the "Restitution Report").

28. At the same time the Respondents are required to remit the Restitution Report to the Division, the Respondents shall remit to the Division any portion of the Restitution Amount that the Respondents were unable to pay to consumers.

29. Within ten (10) days of the Effective Date of this Assurance, Respondents shall make an additional payment to the Division of Two-Hundred Thousand dollars (\$200,000) (the "\$200,000 Payment"), and which funds may be used, at the sole discretion of the Attorney General, for consumer protection purposes, including for future consumer protection enforcement, consumer education, litigation or local consumer aid fund investigation, or for any other lawful public purpose.

30. At the conclusion of the claims procedure, the Division may turn over any funds that remain unpaid from the Restitution Amount to the Office of the Comptroller as unclaimed funds or, at the sole discretion of the Attorney General, use the funds for consumer protection purposes, including for future consumer protection enforcement, consumer education, litigation or local consumer aid fund investigation, or for any other lawful public purpose.

VII. RELEASE

31. By execution of this Assurance, and following both (i) the full and complete payment of the Restitution Amount and the \$200,000 Payment, and (ii) the successful dissolution of all Joint Venture Companies, the Consumer Protection Division of the Attorney General of

Maryland terminates its investigation into Respondents' and the Real Estate Members' conduct arising out of, resulting from, and/or relating to the factual allegations set forth in Part III, *supra*, and releases and discharges, Respondents and their members, including the Real Estate Members, and each of their directors, officers, partners, employees, agents, successors, and assignees, merged or acquired entities, and subsidiaries, conducting business in Maryland, from any and all civil causes of action, claims, damages, costs, attorneys' fees, or penalties the Consumer Protection Division has asserted or could have asserted under RESPA, MRESPA, or the CPA, relating to the formation or operation of the Joint Venture Companies or the provision of kickbacks in consideration for the referral of residential real estate settlement services to the Joint Venture Companies, prior to the Effective Date. All entities released pursuant to this Assurance shall be entitled to assert the rights of a releasee hereunder.

VIII. RESOLUTION OF DISPUTES

32. The Chief of the Division or his designees shall resolve any disputes regarding this Assurance and may enter any supplemental orders needed to effectuate the purpose of this Assurance.

IX. NOTICES

33. Unless another person is designated by either party, any notices or documents required to be sent to the Parties pursuant to this Assurance shall be sent to the following addresses:

a. For the Division:

David A. Benner
Assistant Attorney General
Consumer Protection Division
200 St. Paul Place, 16th Floor
Baltimore, Maryland 21202
dbenner@oag.maryland.gov
(410) 576-6958

and

Chief, Consumer Protection Division
200 St. Paul Place, 16th Floor
Baltimore, Maryland 21202
consumer@oag.maryland.gov

b. For Respondents:

KVS Title, Inc.
7550 Wisconsin Avenue Suite 500
Bethesda, MD 20814
Attn: Claudia Vitale claudia@kvstitle.com

With a copy to:
Compass, Inc.
110 Fifth Avenue, 3rd Floor
New York, New York 10011
Attention: General Counsel Brad Serwin brad.serwin@compass.com

and

Siran Faulders
Foley & Lardner LLP
Washington Harbour
3000 K Street, NW
Washington, D.C. 20007
siran.faulders@foley.com
(202) 295-4194

X. ENFORCEMENT

34. This Assurance is enforceable by the Division pursuant to the CPA and any violation of this Assurance is a violation of the CPA.

35. Any violation of the Assurance, or any future violations of the Consumer Protection Act based on the conduct described in this Assurance shall constitute a second violation of the Consumer Protection Act for purposes of § 13-410 of the Act.

36. Respondents shall not cause or encourage any persons, or knowingly permit persons acting on their behalf, to engage in any practices from which Respondents are prohibited by this Assurance.

37. Respondents shall not participate, directly or indirectly, in any activity or form any corporate entity or corporation for the purpose of circumventing any part of this Assurance or the spirit or purpose of this Assurance.

XI. MODIFICATION

38. Should any term of this Assurance come to conflict with applicable controlling case law or regulatory guidance bearing on the lawful offer or sale of an equity interest in a title agency joint venture to real estate agents or brokers, the Division will consider any request to modify or terminate this Assurance.

EXHIBIT

A

Settlement

c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

Check Number: <<Check Number>>
Check Amount: <<Check Amount>>
Check Date: <<Check Date>>

<<refnum Barcode>>
Class Member ID: <<Ref Num>>
<<First Name>><<Last Name>>
<<Company>>
<<Address1>>, <<Address2>>
<<City>>, <<State>>, <<Zip>>-<<Zip 4>>

Because of a settlement with the Consumer Protection Division of the Maryland Office of the Attorney General, you are entitled to receive restitution. The amount of the restitution is your *pro rata* share of payments made by you to one of the following entities: Alliance Title Services, LLC; Clear Title Solutions, LLC; Eversure Title, LLC; Realty Settlement Solutions, LLC; Title Pro Group, LLC; and, Washington Title Team, LLC, for the purchase of title insurance. The enclosed check represents the funds to which you are entitled pursuant to the settlement. You must deposit the check within 180 days of the date of the check.

The enclosed check represents the funds to which you are entitled pursuant to the settlement. Please be advised that you have **180 days** from the date of the check, or until _____, to cash or deposit your check.

You should consult with your tax advisor to determine the tax consequences, if any, of this settlement payment to you.

If you have any questions concerning the matter or your refund payment, please visit the Settlement Website X to contact the Claims Administrator.

When submitting an inquiry or request, please reference your Class Member ID and/or check number—both are located at the top of this letter—and forward it to the Claims Administrator by using the “Contact” section of the Settlement Website X or by writing X, c/o Kroll Settlement Administration LLC, PO Box 225391 New York, NY 10150-5391. If you have any questions, you may call us at **(833) 462-3479**.

Thank you,

Kroll Settlement Administration LLC
Claims Administrator