

**UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF NORTH CAROLINA**

**A class action settlement may affect your rights if you paid Dovenmuehle Mortgage, Inc. (“Dovenmuehle”) a fee to make a loan payment by telephone or interactive voice recognition (“IVR”) between April 10, 2020, and January 13, 2026.**

**THIS NOTICE COULD AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

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

- Dovenmuehle’s records identify you as a Class Member.
- A proposed settlement requires Dovenmuehle to pay \$9,000,000 to make payments to Class Members and to pay other fees and expenses.
- For more information about the case, visit [www.dovenmuehlephonefeelawsuit.com](http://www.dovenmuehlephonefeelawsuit.com) or call 1-888-250-6810.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
Do Nothing and Receive a Paper Check Payment	<p>If you are entitled under the Settlement to payment, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class (<i>i.e.</i>, you do nothing and do not otherwise exclude yourself from the Settlement), you will automatically receive a payment via a paper check mailed to you. This option means that you give up your right to bring your own lawsuit against Dovenmuehle about the claims in this case.</p> <p>Co-borrowers on the same loan will receive a single payment. Settlement Class Members will be entitled to a secondary distribution if funds remain after any court-approved attorneys’ fees and expenses, administrative costs, and service award and the cost to distribute the payment is not prohibitive.</p>
Choose to Receive an Electronic Payment	<p>If you are entitled under the Settlement to payment, you may elect to receive your payment electronically (via Venmo, PayPal, or Direct Deposit) via the Settlement Website at <a href="http://www.dovenmuehlephonefeelawsuit.com">www.dovenmuehlephonefeelawsuit.com</a>.</p> <p>If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class (<i>i.e.</i>, you do nothing and do not otherwise exclude yourself from the Settlement), you will automatically receive a payment via the digital payment option you elected. This option means that you give up your right to bring your own lawsuit against Dovenmuehle about the claims in this case.</p> <p>Co-borrowers on the same loan will receive a single payment. Settlement Class Members will be entitled to a secondary distribution if funds remain after any court-approved attorneys’ fees and expenses, administrative costs, and service award and the cost to distribute the payment is not prohibitive.</p>
Exclude Yourself from the Settlement  Deadline: September 23, 2026	<p>Instead of doing nothing, you may ask to be excluded from the lawsuit. If you do so, you will receive no benefit from the Settlement, but you will retain your right to sue on your own.</p> <p>If a borrower on a loan opts out of the Settlement, that will be deemed a request</p>

	to opt out by all borrowers on the account.
Object Deadline: September 23, 2026	You may object to the terms of the Settlement Agreement and have your objections heard at the November 5, 2026 Final Approval Hearing.

These rights and options – **and the deadlines to exercise them** – are explained in this notice.

The United States District Court for the Middle District of North Carolina (the “Court”) authorized this Notice. The following is a summary of the Settlement and of your rights. A full copy of the Settlement Agreement is available at [www.dovenmuehlephonefeelawsuit.com](http://www.dovenmuehlephonefeelawsuit.com). You can also visit that website to monitor the status of the Settlement, download case documents, and see important case deadlines.

**THIS IS NOT A SUIT AGAINST YOU.** The purpose of this Notice is to advise you that a Settlement has been reached in a class action lawsuit (the “Lawsuit”) against Dovenmuehle Mortgage, Inc. (“Defendant” or “Dovenmuehle”). The Notice is being sent to you because the parties’ records indicate that you are included in the Settlement and entitled to a cash payment.

This notice summarizes the proposed settlement and your rights. The precise terms and conditions of the settlement are set forth in the settlement agreement, which may be viewed by accessing the following website [www.dovenmuehlephonefeelawsuit.com](http://www.dovenmuehlephonefeelawsuit.com) or by contacting the Settlement Administrator at 1-888-250-6810, contacting class counsel at the addresses listed below, or by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at [www.pacer.gov](http://www.pacer.gov).

Most orders important to the case will be posted on the Settlement website at [www.dovenmuehlephonefeelawsuit.com](http://www.dovenmuehlephonefeelawsuit.com)

### 1. What is This Lawsuit About?

Plaintiff alleges that Defendant violated the North Carolina Debt Collection Act and the North Carolina Unfair and Deceptive Trade Practices Act by improperly assessing fees (“Pay to Pay Fees”) for optional payment services when Class Members made mortgage payments by telephone or interactive voice recognition (“IVR”). Defendant denies any and all wrongdoing. Defendant has agreed to the Settlement solely to avoid the burden, expense, risk, and uncertainty of continuing the Lawsuit.

### 2. Who is Included in the Settlement

The parties’ records indicate that you are a Class Member. The Settlement Class is defined as follows:

All persons (1) with a residential mortgage loan securing a property in North Carolina, (2) serviced or subserved by Dovenmuehle, and (3) who paid a fee to Dovenmuehle for making a loan payment by telephone or IVR between April 10, 2020, and the date class notice was approved, January 13, 2026.

### 3. What Does the Settlement Provide?

(1) **Payment to Class Members.** Dovenmuehle will establish a Settlement Fund in the amount of \$9,000,000 from which all settlement payments to Class Members, administrative costs, a service award to the class representative, and attorneys’ fees and expenses awarded by the Court will be paid. Class Members do not have to submit claims or take any affirmative steps to receive a Settlement Payment. Class Members will receive their Settlement Payment by check unless they choose an electronic payment via the Settlement Website. The amount of a Settlement Payment to a Settlement Class Member shall be based on a *pro rata* share of the Settlement Fund based upon the number of Pay to Pay Fees paid by each Settlement Class Member within the Settlement Class, minus any settlement notice and administration costs, service award, and attorneys’ fees and expenses awarded

by the Court. No Class Member is entitled to more than one total Settlement Payment. After subtracting the foregoing costs, we estimate that Class Members will receive approximately \$425 per Pay to Pay Fee they paid to Defendant. These numbers are subject to change based on the costs of administration, taxes and fees charged to house the Settlement Fund, and other expenses.

Class Members will receive their Settlement Payment via a check mailed through USPS or may opt to receive their payment electronically through the Settlement Website. Checks will be valid for 120 days. Settlement Class Members may request that the Settlement Administrator reissue a check for one additional 90-day period for good cause shown.

Co-borrowers on the same loan will receive a single payment. If a borrower on a loan opts out of the Settlement, that will be deemed a request to opt out by all borrowers on the account.

Please understand that these sums may be taxable, that such tax consequences are further described in the Settlement Agreement, and that counsel is not giving you any tax advice. **You are encouraged to seek tax advice without delay from a tax professional.**

DMI also agrees to cease charging or collecting Pay-to-pay Fees from North Carolina borrowers from a period of five years from the Effective Date, absent a change in the law following the Effective Date that authorizes such charges.

(2) **Service Award.** The Plaintiff who brought this lawsuit will request a service award of up to \$25,000 for serving as the class representative.

(3) **Attorney's Fees and Costs.** Class counsel are John W. Barrett, James L. Kauffman, Bart Cohen, and Bailey & Glasser LLP; Benjamin M. Sheridan, Jed R. Nolan, and Klein & Sheridan, LC PC; and Katherine M. Aizpuru, Robin P. Bleiweis, and Tycko & Zavareei LLP. They will request attorneys' fees and litigation expenses of no more than 35% of the total amount of the Settlement Fund. The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or service award amounts.

(4) **Opinion of Class Counsel.** Class counsel considers it to be in the best interest of the class to enter into this Settlement on the terms described in light of the potential recovery, Defendant's defenses, and the uncertainties of continued litigation.

(5) **Release.** Each person who remains in the Settlement Class and receives Settlement benefits will, if the Settlement is approved, release Defendant and the Released Parties from any and all actual or potential claims, actions, causes of action, suits, counterclaims, crossclaims, third-party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys' fees, costs, restitution, disgorgement, injunctive relief, and any other type of equitable, or legal statutory relief, any other benefits, or any penalties of any type whatsoever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration, or otherwise, and whether triable before a judge or jury or otherwise, arising from any violation of any state, federal or local law, statute, regulation or common law based on the allegations in the Civil Action, which relate to convenience fees identified in the Complaint or the 13,427 transactions identified in Dovenmuehle's records.

(6) **Binding Effect of Class Judgment.** Upon conclusion of the Settlement, the judgment of the Court will be binding upon all class members who do not opt out of the Settlement.

#### **4. The Court's Final Approval Hearing**

The U.S. District Court for the Middle District of North Carolina will hold a Final Approval Hearing in this case on November 5, 2026 at 2:00p.m., in the Courtroom of Chief Judge Catherine C. Eagles at 324 W. Market Street,

Greensboro, NC, 27401. Unless you opt-out of the Settlement, you may appear at the hearing, but you do not have to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing. The hearing date and time may be changed without further notice. If you wish to attend the hearing, you should call the Settlement Administrator in advance to confirm the day and time.

## 5. Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For purposes of the case, the Court has appointed the following lawyers.

**Your lawyers:** John Barrett, James Kauffman and Bart Cohen of Bailey Glasser LLP; Katherine Aizpuru and Robin Bleiweis of Tycko & Zavareei LLP; and Ben Sheridan and Jed Nolan of Klein & Sheridan, PLLC. These are the lawyers who are bringing the case on your behalf. **You will not be charged upfront for their services**, although their fees may be paid with the court's approval from any settlement or judgment that is obtained for the class.

If you want to be represented by your own lawyer, you may hire one at your own expense and may enter an appearance in the case through that lawyer.

## 6. What Are Your Options?

- (1) **Do Nothing.** To accept the Settlement and **receive a payment via paper check, you do not need to do anything.** If the Settlement is approved, you will be bound by all of its terms, and a check will be mailed to you. If you change your address, please inform the Settlement Administrator at the address below. Checks will be valid for 120 days. Class Members will be eligible to receive a secondary distribution in the event Settlement Funds remain after payment of all approved attorneys' fees and expenses, administrative costs, and service award, if the cost to issue a secondary payment is not prohibitive.
- (2) **Choose Electronic Payment.** To accept the Settlement and **receive payment via electronic payment,** visit the Settlement Website at [www.dovenmuehlephonefeelawsuit.com](http://www.dovenmuehlephonefeelawsuit.com) and select electronic payment. If the Settlement is approved, you will be bound by all of its terms and receive payment via the electronic method that you chose. You may choose to receive your payment through Paypal, Venmo, or direct deposit. Class Members will be eligible to receive a secondary distribution in the event Settlement Funds remain after payment of all approved attorneys' fees and expenses, administrative costs, and service award, if the cost to issue a secondary payment is not prohibitive.
- (3) **Exclude Yourself.** You may "opt out" and exclude yourself from the Settlement. If you opt out, you will not receive any cash payment, and you will not release any claims you may have against Defendant. If you opt out, you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit against Defendant at your own risk and expense. If a borrower on a loan opts out of the Settlement, that will be deemed a request to opt out by all borrowers on the account. To exclude yourself from the Settlement, you must mail a letter to the Settlement Administrator (address below) that must: (a) identify the case name (*Custer v. Dovenmuehle Mortgage, Inc.*, Civil Action No. 1:24-cv-00306); (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Action." You must postmark your letter no later than September 23, 2026. Mass opt-outs are invalid; OR
- (4) **Object to the Settlement.** If you do not opt out, you may object to the Settlement. To object to the Settlement, you must file with the Court a written objection that must include: (a) the case name and number (*Custer v. Dovenmuehle Mortgage, Inc.*, Civil Action No. 1:24-cv-00306); (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether he/she intends to appear at the Final

Approval Hearing, either with or without counsel. Objectors must also make themselves available for deposition by counsel for the Parties between the time the objection is filed and a date no later than five (5) days before the Final Approval Hearing, and the objection must include the dates when the objector is available for deposition.

For an objection to be considered by the Court, the Participating Settlement Class Member must not have opted out of the Settlement and the written objection must be filed with the Clerk of Court (with the requisite postmark, if filed by mailing to the clerk) no later than the Objection Deadline of September 23, 2026. Mass objections will be invalid.

The objection must also state whether you or your own lawyer would like to appear and speak at the Court's Final Approval Hearing, at your own cost. You do not need to appear at the Final Approval Hearing to object to the settlement. If you intend to appear and speak at the Final Approval Hearing, you must file with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline of September 23, 2026. Any lawyer who intends to appear at the Final Approval Hearing also must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the Objection Deadline and shall include the full caption and case number of each previous class action in which they represented an objector. The Notice of Intention to Appear must also include copies of papers, exhibits, or other evidence you intend to present.

**If you do not opt out or object to the Settlement by the deadline to do so, you will waive any right to object or opt out later, or to appeal from the Final Approval Order.**

## **7. Important Contact Information:**

Court:

Clerk, U.S. District Court  
L. Richardson Preyer Courthouse  
324 W. Market Street  
Greensboro, NC 27401

Administrator:

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781

Class Counsel:

John Baret  
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Bart Cohen  
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1055 Thomas Jefferson Street, NW, Suite 540  
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**PLEASE DIRECT QUESTIONS AND OPT-OUT LETTERS TO THE CLAIMS ADMINISTRATOR AT THE FOLLOWING ADDRESS:**

**ILYM Group, Inc.**  
P.O. Box 2031  
Tustin, CA 92781  
1-888-250-6810  
[www.dovenmuehlephonefeelsuit.com](http://www.dovenmuehlephonefeelsuit.com)