



*persons v. Dovenmuehle Mortgage, Inc.* In the Complaint, Plaintiff alleged, among other claims, that DMI violated the North Carolina Debt Collection Act (“NCDCA”) and the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 (“UDTPA”) based on payment processing fees that DMI collected from Class Members, for payments made by phone or Interactive Voice Response. (ECF No. 1).

- 2.2. After the Court denied DMI’s Motion to Dismiss and granted Plaintiff’s Motion for Class Certification, the Parties negotiated and resolved the class claims, with the assistance of the Hon. Gerald E. Rosen (ret.) in two full-day mediation sessions on March 10 and March 30, 2026. The Parties executed a term sheet containing the material provisions of the Settlement.
- 2.3. The Parties did not discuss the amount of any attorney’s fees, costs, or service award for Plaintiff until after reaching agreement on the relief for the Settlement Class, nor have the Parties reached agreement on the amount of any attorney’s fees, costs, or service award for Plaintiff.
- 2.4. The Parties then jointly moved to stay all deadlines pending Plaintiff’s Motion for Preliminary Approval of Settlement. The Court granted the motion. (ECF Nos. 86, 89).
- 2.5. DMI denies any and all allegations and claims asserted against it in the Action, denies any and all wrongdoing and/or liability, and denies that Plaintiff and the Class Members are entitled to any relief. DMI is entering this Agreement solely to avoid the continuing costs, distractions from daily business operations and risks concerning the Action, and to accommodate customers or former customers who

are Class Members.

- 2.6. This Agreement is not, and shall not be construed or deemed to be, evidence of an admission or concession by DMI concerning any claim, liability, statutory violation or causation of damages. DMI does not admit that it is liable to Plaintiff or the Settlement Class Members. Neither the fact nor the terms of this Agreement shall be used, offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement.
- 2.7. Notwithstanding the above, without admitting or conceding any wrongdoing or liability, and solely in order to avoid the cost, burden, expense, and uncertainty of further litigation, the Parties desire to compromise and settle the Action and have reached this Agreement to resolve the disputes between them, pending approval of the Court, and to achieve complete peace.
- 2.8. The Parties and their counsel agreed to settle this Action on the terms set forth herein and to have judgment entered pursuant to this Agreement without trial or adjudication of any issue of fact or law excepting approval of this Agreement.
- 2.9. This Agreement is expressly conditioned upon and subject to preliminary and final approval by the Court, as set forth herein.
- 2.10. DMI has agreed to create a Total Settlement Fund of nine million dollars (\$9,000,000.00), which shall be used to pay the Settlement Class Members, Attorney's Fees and Expenses, Service Award, and Administrative Costs.
- 2.11. Now therefore, it is hereby agreed that, in consideration of the agreements, promises, and covenants set forth in this Agreement, and subject to the terms and conditions set forth herein and the approval of the Court, the Action shall be fully

and finally settled and dismissed with prejudice on a class-wide basis.

**3. DEFINITIONS**

As used herein, the following terms have the meanings set forth below.

- 3.1. “Action” means the civil action styled *George Custer, individually and on behalf of a class of persons v. Dovenmuehle Mortgage, Inc.*, case number 1:24-cv-00306, pending in the United States District Court for the Middle District of North Carolina.
- 3.2. “Administrative Costs” means all reasonable and authorized costs and expenses of disseminating and publishing the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses associated with assisting Settlement Class Members, escrowing funds, and issuing and mailing Settlement Payments. It does not include any fees, costs or expenses incurred by Class Counsel or any Settlement Class Members.
- 3.3. “Agreement” or “Settlement” means this Class Settlement and Release Agreement, including all exhibits thereto.
- 3.4. “Attorney’s Fees and Expenses” means such funds as may be awarded to Class Counsel by the Court to compensate them (and all other attorneys for Plaintiff or the Settlement Class) for their fees and all expenses incurred by Plaintiff or Class Counsel in connection with the Action.
- 3.5. “Class Accounts” means the accounts of the approximately 3,401 consumers identified by DMI as the Settlement Class Members.

- 3.6. “Class Counsel” or “Plaintiff’s Counsel” means the attorneys appointed by the Court as class counsel: 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.
- 3.7. “Class List” or “Notice List” means the list of individuals who are within the Settlement Class, together with the relevant information concerning the Class Accounts, including the account holders’ names, last known mailing addresses, last known email addresses, and last known telephone numbers.
- 3.8. “Class Notice” means notice in the form of **Exhibit A** and **Exhibit B** to this Agreement, to be delivered to Class Members in accordance with the procedures set forth in Section 10 of this Agreement.
- 3.9. “Class Period” means the period from April 10, 2020 through January 13, 2026, as defined in Section 3.24 of this Agreement.
- 3.10. “Court” means the United States District Court for the Middle District of North Carolina, in which the Action is pending.
- 3.11. “*Cy Pres* Recipient” shall have the meaning set forth in Section 6.4.
- 3.12. “Defendant” means Dovenmuehle Mortgage, Inc.
- 3.13. “DMI’s Counsel” means Michael J. Gill and Clare E. Myers of Mayer Brown LLP and Ben Leighton of Alexander Ricks PLLC.
- 3.14. “Effective Date” means the date on which this Agreement becomes effective. This Effective Date is the latest of (1) one business day after the date the Final Approval Order is entered; (2) thirty-one (31) days after the date of Final Approval, if a Class Member objects to the Settlement but no appeal by a Class Member is filed; or (3)

thirty-one (31) days after the final termination of any appeal from the Final Approval Order.

- 3.15. “Final Approval Hearing” means the hearing at which the Court shall (1) determine whether to grant final approval to the Settlement; (2) consider any timely objections to the Settlement and all responses thereto; and (3) consider requests for Service Award to the Plaintiff and for an award of Attorney’s Fees and Expenses.
- 3.16. “Final Approval Order” means the order approving the Settlement, certifying the Settlement Class as final, and dismissing the Action with prejudice.
- 3.17. “Notice Deadline” means twenty-one (21) days from the Preliminary Approval Order.
- 3.18. “Notice Plan” means and refers to the plan to disseminate the Class Notice to the Settlement Class that comports with due process as described in Section 10.
- 3.19. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections to the Settlement, if any, in accordance with Section 11 of this Agreement to be able to object to the Settlement. The Objection Deadline shall be ninety days from the Notice Deadline.
- 3.20. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must provide written notice of their intent to exclude themselves from the Settlement, in accordance with Section 11 of this Agreement. The Opt-Out Deadline shall be ninety days from the Notice Deadline.
- 3.21. “Parties” means the Named Plaintiff, all Class Members, and DMI.

- 3.22. “Pay-to-pay Fee” means the payment processing fees paid by Settlement Class Members to DMI when making a payment on their mortgage by telephone or an Interactive Voice Response system.
- 3.23. “Plaintiff”, “Named Plaintiff”, or “Class Representative” means George Custer.
- 3.24. “Preliminary Approval Order” means the order entered by the Court preliminarily approving the Settlement, provisionally certifying the Settlement Class, providing for confidentiality as contemplated in this Agreement, and approving the Class Notice to Settlement Class Members.
- 3.25. “Released Claim” or “Released Claims” shall have the meaning set forth in Section 19 below.
- 3.26. “Released Parties” shall have the meaning set forth in Section 19 below.
- 3.27. “Releasing Parties” shall have the meaning set forth in Section 19 below.
- 3.28. “Service Award” means a payment of up to \$25,000 to Plaintiff in recognition of the time and effort he spent pursuing this Action in service to the Class. Any Service Award shall be subject to approval by the Court and, if approved, shall be paid from the Settlement Fund.
- 3.29. “Settlement Administrator” or “Administrator” means the firm approved by the Court to provide Class Notice pursuant to a Settlement Notice Plan approved by the Court, to process requests for exclusion or “opt outs,” to facilitate payment to Settlement Class Members, and to otherwise administer the Settlement. The Parties agreed that Class Counsel would select the Settlement Administrator subject to approval by DMI, which would not be unreasonably withheld. DMI has no

objection to Class Counsel's selection of ILYM Group, Inc. as the Settlement Administrator.

3.30. "Settlement Class" or "Class" shall have the definition set forth in Section 4.1 below.

3.31. "Settlement Class Member" or "Class Member" means any person who falls within the definition of the Settlement Class and who has not successfully opted out of the Settlement Class.

3.32. "Settlement Notice" or "Notice" means the notice to be provided to potential Settlement Class Members, which will notify potential Settlement Class Members about, among other things, their rights to opt out from or object to the Settlement, the preliminary approval of the Settlement, and the scheduling of the Final Approval Hearing.

3.33. "Settlement Payment" means the payment to be made from the Settlement Fund to Settlement Class Members.

3.34. "Settlement Fund" or "Total Settlement Fund" means the total aggregate common fund that DMI will be obligated to pay by operation of this Agreement if it receives final approval from the Court and the Final Approval Order becomes final. The Settlement Fund equals nine million U.S. dollars (\$9,000,000.00) and will be used to pay the Settlement Class Members, Attorney's Fees and Expenses, Service Award, and Administrative Costs. The Settlement Fund is DMI's maximum and exclusive payment obligation under this Agreement to settle the Action in full. The Settlement Fund is a non-reversionary fund such that all portions of the fund will be used to pay the Class Members, Attorney's Fees and Expenses, Service Award,

and Administrative Costs. Any excess funds after payment of the above will be made payable to a *Cy Pres* Recipient, as set forth in Section 6.4. No part of the Settlement Fund will revert to DMI.

**4. SETTLEMENT CLASS**

- 4.1. The Settlement Class is defined as all persons (1) with a residential mortgage loan securing a property in North Carolina, (2) serviced or subserved by DMI, (3) and who paid a pay-to-pay fee to DMI when making a payment on their mortgage by telephone or an Interactive Voice Response system between April 10, 2020, and the date class notice was approved, January 13, 2026.
- 4.2. The terms, effectiveness and validity of this Agreement are subject to the entry of a Preliminary Approval Order granting a Motion for Preliminary Approval of Class Settlement (“Preliminary Approval Motion”), and the entry of a Final Approval Order granting a Motion for Final Approval of Class Settlement (“Final Approval Motion”). This Agreement becomes effective as of the Effective Date.

**5. SETTLEMENT CONSIDERATION**

- 5.1. As set forth in Section 2.10, DMI will pay the Settlement Fund of nine million dollars (\$9,000,000.00) in full settlement of all claims that were asserted or could have been asserted in the Action. In no event shall the Settlement Amount exceed \$9,000,000.
- 5.2. The Settlement Fund is an “all-in” payment. In no event shall DMI be liable for any amount greater than the Settlement Fund. For avoidance of doubt, DMI shall not be required to pay any additional money in settlement of the Action, nor shall it be required to bear any other fees, costs, charges, taxes, or expenses, including

but not limited to Attorney's Fees and Expenses, in connection with the Settlement.

- 5.3. Prospective Relief: DMI 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. DMI agrees that its decision to stop charging Pay-to-pay Fees from North Carolina borrowers is a result of this Action but DMI does not concede, and denies, that North Carolina law did not expressly authorize Pay-to-pay Fees during the Class Period.
- 5.4. DMI also shall not be required to take any action or refrain from taking any action as a result of the Settlement except to fulfill its obligations to implement the terms of this Agreement as specifically provided herein.

**6. SETTLEMENT FUND PAYMENT**

- 6.1. DMI shall pay the Settlement Fund to the Settlement Administrator no later than seven (7) business days following entry of the Final Approval Order, provided the Settlement Administrator has timely provided DMI with a W-9 and wire instructions.
- 6.2. In the event this Agreement is not finally approved, any advances paid to the Settlement Administrator by DMI shall, within ten (10) business days, be returned by the Settlement Administrator to DMI in the manner that DMI directs.
- 6.3. The Court shall retain continuing jurisdiction over the Settlement Fund sufficient to satisfy the requirements of 26 C.F.R. § 1.468B-1. The Settlement Administrator shall at all times seek to have the Settlement Fund treated as a "qualified settlement fund" as that term is defined in 26 C.F.R. § 1.468B-1. The Settlement Administrator

shall cause any taxes imposed on the earnings of the Settlement Fund, if any, to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Settlement Fund under applicable tax laws. The Settlement Administrator shall be the “administrator” of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3).

- 6.4. Should the Settlement be approved, and any monies remain in the Settlement Fund after disbursement of funds in accordance with the terms of this Agreement, the remaining principal funds shall not revert to DMI. Any such remaining funds shall be donated as a *cy pres* award to a non-profit recipient (“*Cy Pres* Recipient”) chosen by and mutually agreed to by Class Counsel and DMI and approved by the Court. The parties propose Legal Aid of North Carolina as the *Cy Pres* Recipient.

**7. DISTRIBUTION OF SETTLEMENT FUND**

- 7.1. 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 (that appear within the 13,427 transactions listed in DMI\_CUSTER\_0001714 and “NC Pay by Phone Fees – 01-01-2025 - 01-13-2026.xlsx”) and the funds available less the disbursements referenced in Section 7.6. No interest shall be included as an element of, or be payable or paid on, any Settlement Payment.
- 7.2. No Settlement Class Member is entitled to more than one total Settlement Payment, except for a secondary distribution, if made, under Section 7.6.
- 7.3. Co-borrowers shall be treated as a single Settlement Class Member and receive a single, shared Settlement Payment. Only one Settlement Payment shall be made

per loan and each Settlement Payment will be made payable to coborrowers listed on an account according to DMI's records. For example, John and Jane Smith would be issued a check to "John Smith or Jane Smith". Settlement Class Members who individually receive a Settlement Payment (for example, via electronic payment) shall be solely responsible for distributing or allocating such payment between or among all co-borrowers. The Settlement Administrator shall, if required, issue IRS Form 1099s to the first listed borrower according to DMI's records.

- 7.4. As payment for Attorney's Fees and Expenses, Class Counsel shall be entitled to apply to the Court for a distribution of no more than 35 percent (35.0%) of the Settlement Fund for attorney's fees plus litigation expenses, which sum shall include all Attorney's Fees and Expenses and shall constitute full satisfaction of any obligation on DMI's part to pay any person, attorney, or law firm for costs, litigation expenses, attorney's fees, or any other expense incurred on behalf of Plaintiffs or the Settlement Class. Plaintiff's Counsel shall be paid their Attorney's Fees and Expenses out of the Settlement Fund within fourteen (14) days of entry of the Final Approval Order and agree to hold that sum in trust until the Effective Date. DMI reserves the right to object to any application for Attorney's Fees and Expenses. An award of Attorney's Fees and Expenses is not a necessary term of this Agreement, nor is it a condition of this Agreement. The Court's decision not to approve, in whole or in part, the Attorney's Fees and Expenses sought by Class Counsel shall not prevent the Effective Date from occurring nor shall it be grounds for termination of the Settlement or this Agreement.

- 7.5. Plaintiff George Custer may receive a Service Award, if approved by the Court, in addition to his Settlement Payment. Plaintiff's Service Award shall be paid out of the Settlement Fund. The Court's decision not to approve, in whole or in part, Plaintiff's Service Award shall not prevent the Effective Date from occurring nor shall it be grounds for termination of the Settlement or this Agreement.
- 7.6. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall make disbursements from the Settlement Fund in the following order:
- a. Pay all taxes and tax-related expenses, if any, or, at the Settlement Administrator's discretion, it shall reserve the amount of the Settlement Fund sufficient to pay taxes and tax-related expenses;
  - b. Pay the Settlement Administrator's Administrative Costs;
  - c. Pay to the Class Representative any Service Award;
  - d. Pay to Class Counsel any Attorney's Fees and Expenses;
  - e. Pay Settlement Payments to all Settlement Class Members who have not submitted a successful opt-out;
  - f. Effectuate a secondary distribution to Settlement Class Members, if the cost to do so is not prohibitive;
  - g. Pay any remaining amounts in the Settlement Fund to the *Cy Pres* Recipient.
  - h. Payment of additional fees, costs, and expenses not specifically enumerated in subparagraphs (a) through (f) of this paragraph, subject to approval of Class Counsel and DMI.
- 7.7. The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of Settlement Payments, any Attorney's Fees and Expenses,

Service Award, and the amount of unclaimed and/or uncashed settlement checks, if any, shall be performed reasonably and in good faith. So long as such obligations are performed in good faith, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the release of the Released Claims and any judgment shall be effective on the Effective Date.

- 7.8. After the *cy pres* donation is made, the Settlement Fund will be closed.
- 7.9. The Parties agree that all Class Members who do not opt out shall be solely responsible for any and all tax obligations associated with the Settlement. No opinion or advice concerning the tax consequences of the Settlement to individual Class Members, Settlement Class Members or any of the Parties or any of the Released Parties is being given or will be given by Class Counsel or DMI's Counsel; nor is any representation or warranty made concerning tax obligations by virtue of this Agreement. To the extent that this Agreement or any of its Exhibits are interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Class Members and Settlement Class Members will be directed to consult their own tax advisors regarding the tax consequences of the proposed settlement and any tax reporting obligations they might have concerning it.
- 7.10. This Agreement and the Settlement does not waive or release any Class Member from liability for debt on any account a Class Member has with DMI or any Released Party.

**8. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS**

- 8.1 The Settlement Administration shall meet DMI's security procedures. DMI has no objection to Class Counsel's selection of ILYM Group Inc. The Parties agree that the Settlement Administrator will process claims, field calls and correspondence from Settlement Class Members, and disburse amounts from the Settlement Fund.
- 8.2 All Administrative Costs, including all costs and expenses related to Class Notice, distribution of settlement proceeds, and reasonable measures to locate potential Settlement Class Members, will be paid from the Settlement Fund. DMI's only responsibility regarding such costs is to fund the Settlement Fund.
- 8.3 The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Settlement Administrator shall be responsible for mailing the Class Notice, making notice as required under the Class Action Fairness Act, administration of the Settlement Fund, and providing all other related support, reporting, and administration as further stated in this Agreement.
- 8.4 Information in DMI's possession about the Settlement Class will be provided by DMI to the Settlement Administrator and will consist of confidential information, non-public personal information, and other information protected by privacy laws. Any such information, including the Class List, shall be provided to the Settlement Administrator and Class Counsel subject to a Confidentiality Agreement and be deemed "Confidential." Plaintiff, DMI, and the Settlement Administrator shall enter into a written Confidentiality Agreement governing the use of information deemed "Confidential." The Settlement Administrator shall ensure that the

information that it receives from DMI, Class Counsel, and/or Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with industry best practices and applicable law. The Settlement Administrator shall use this information solely for the purpose of administering the Settlement. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from DMI, Class Counsel, and/or Settlement Class Members without prior written consent of the Parties or by order of the Court.

- 8.5 The Settlement Website will include the option for Settlement Class Members to receive Settlement Payments by Venmo, PayPal, or direct deposit. Settlement Class Members who do not choose electronic payment will receive a check. Settlement Class Members shall be eligible to receive a secondary distribution as set forth in Section 7.6 part f and Section 16 below.

**9. PRELIMINARY APPROVAL MOTION**

Plaintiff will submit to the Court a Motion for Preliminary Approval of Class Settlement and Entry of Scheduling Order (“Preliminary Approval Motion”) on or before May 4, 2026, unless extended by order of the Court. The Preliminary Approval Motion will request that the Court:

- a. Find that the Class Representative and Class Counsel fairly and adequately represent the interests of the Settlement Class;
- b. Find preliminarily that this Agreement is fair, reasonable and adequate to the Settlement Class; preliminarily certify, for settlement purposes only, the Settlement Class; and find that the Class Notice and Notice Plan comply with constitutional

and statutory requirements and constitute the best notice practicable under the circumstances;

- c. Designate the Legal Aid of North Carolina as the *Cy Pres* Recipient; and
- d. Schedule a Final Approval Hearing no earlier than one hundred eighty (180) days after the filing of the Preliminary Approval Motion.

**10. NOTICE TO CLASS MEMBERS**

10.1 DMI has provided to the Settlement Administrator a spreadsheet containing the names and last known email addresses and mailing addresses of the Class Members, according to DMI's business records. If it has not already done so, within fourteen (14) days after entry of the Preliminary Approval Order, DMI shall provide the Administrator and Class Counsel with an updated spreadsheet containing the names, last known mailing addresses, and last known email addresses of the Class Members, according to its business records. This information will be maintained in strictest confidence and used solely for the purposes of Class Notice and administration. If the Court grants the Preliminary Approval Motion, the Administrator will promptly, but in no event later than twenty-one (21) days of entry of the Preliminary Approval Order, email (or, if no email address is provided, mail) to each potential Settlement Class Member at his or her last known address (provided on the Class List) a Class Notice, the forms of which are attached as **Exhibit A** and **Exhibit B**. The Long-Form Notice, **Exhibit A**, will be emailed to Settlement Class Members for whom the Administrator has an email address, and posted on the Settlement Website. The Postcard Notice, **Exhibit B**, will be mailed to Settlement Class Members for whom the Administrator does not have an email

address. Any Notices returned as undeliverable, but with a forwarding address, shall be promptly re-mailed to the forwarding address. The Administrator shall perform a National Change of Address Registry and LexisNexis/Death Records Search for all Notices returned as undeliverable, without a forwarding address. Such Notices shall be re-mailed upon discovery of a valid mailing address for the potential Settlement Class Member.

- 10.2 The Notice shall apprise the Settlement Class of their right to opt out of the Settlement Class, of their right to object to the Class Settlement, of the fact that any objections or opt outs must be sent to the Administrator and postmarked no later than ninety days from the Notice Deadline, and that any failure to object or to opt out in accordance with applicable deadlines for opt outs and objections constitutes a knowing and voluntary waiver of any right to opt out of the Settlement Class or to appeal from the Final Approval Order. The Notice will provide that class wide or mass opt outs or objections are invalid.
- 10.3 The Settlement Administrator will create and maintain a Class Settlement website (“Class Settlement Website”), to be activated no later than the date Class Notice is first emailed or mailed. The Settlement Administrator’s responsibilities will also include securing an appropriate URL to be agreed upon by the Parties, which may include the existing website at <https://dovenmuehlephonefeelawsuit.com/>. The Class Settlement Website will contain information about the Settlement and case-related documents such as this Agreement, the Class Notice in the form attached hereto as **Exhibit A**, subject to Court modification and/or approval, the Preliminary Approval Order, Class Counsel’s application for Attorney’s Fees and Expenses,

and the Complaint. The Class Settlement Website will terminate (be removed from the internet) and no longer be maintained by the Settlement Administrator one hundred twenty (120) days after the Effective Date, or, if the Settlement is terminated or otherwise not approved in full, thirty (30) days after the date on which the Settlement Agreement is terminated or otherwise not approved in full. All costs and expenses related to the Class Settlement Website shall be paid out of the Settlement Fund. The Settlement Administrator will also establish a toll-free customer support line with answers to frequently asked questions about the Settlement, and the number shall be posted on the Settlement Website and included in the notices.

10.4 This Agreement does not impose on any Party or the Administrator an obligation to make extraordinary efforts to locate a potential Settlement Class Member.

## **11. OPT OUTS AND OBJECTIONS**

11.1 A Settlement Class Member who wishes to be excluded from the Settlement Class must do so in writing. To opt out, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case.

11.2 In order to opt out, the Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice, a request to opt out that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice. The Opt-Out Deadline shall be 90 days from the Notice Deadline or such other date as ordered by the Court. If submitted by mail, an optout shall be deemed to have been submitted when posted if received with a postmark date indicated on the

envelope and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an opt-out shall be deemed to have been submitted on the shipping date reflected on the shipping label. The request to opt out must: (a) identify the case name; (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.” Mass or class opt outs shall be void. A request to opt out by a borrower or co-borrower on an Account shall be deemed to be a request to opt out by all borrowers on the Account.

- 11.3 Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement. A request for exclusion that does not include all of the required information, or that is sent to an address other than one designated in the Class Notice, or that is not received within the time specified, shall be invalid and the person(s) serving such request shall remain a Settlement Class Member and shall be bound as a Settlement Class Member to this Agreement, if approved.
- 11.4 Notwithstanding the foregoing, a Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member’s election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

- 11.5 The Settlement Administrator shall provide Class Counsel and DMI's Counsel with a list of all timely requests to opt out within seven (7) business days after the Opt-Out Deadline, and copies of such requests to opt out, if requested. The Class Representative shall not request to exclude himself from the Class.
- 11.6 Any Settlement Class Member may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this Action.
- 11.7 **Process.** Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court and mailed (with the requisite postmark) to Class Counsel and DMI's Counsel no later than the Objection Deadline. The Objection Deadline shall be ninety days from the Notice Deadline, or such other date as is ordered by the Court.
- 11.8 **Form of Objection.** The requirements to assert a valid written objection shall be set forth in the Class Notice, and, to be valid, the written objection must include: (a) the case name and number; (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. For an objection to be considered by the Court, the Settlement Class Member must not have opted out of the Settlement and the objection must be electronically filed or mailed first-class postage prepaid and addressed in accordance with the instructions

and the postmark date indicated on the envelope must be no later than the Objection Deadline, as specified in the Notice. The Class Representative shall not object to the Settlement or any provision of this Agreement.

- 11.9 **Deposition.** 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.
- 11.10 **Report.** Within seven (7) business days of the Objection Deadline, the Settlement Administrator shall provide a report to the Court, Class Counsel, and DMI's Counsel setting forth a list of objections that meet the above guidelines. The Court shall have the ultimate determination of whether an objection has been appropriately made.
- 11.11 **Waiver of Objection.** Any Settlement Class Member who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in this Agreement, and to the award of Attorney's Fees and Expenses to Class Counsel and the payment of an Service Award to the Class Representative, unless otherwise ordered by the Court.
- 11.12 **Appearance.** Subject to approval of the Court, any Class Member who files and serves a written objection in accordance with this Section and the Class Notice may appear, in person or by counsel, at the Final Approval Hearing held by the Court,

to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice of Intention to Appear”); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline. 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 last day of the Objection Deadline set by the Court and shall include the full caption and case number of each previous class action case in which that lawyer(s) has represented an objector.

The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in this Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

**12. FINAL APPROVAL MOTION**

Prior to the Final Approval Hearing, Plaintiff will file the Final Approval Motion. A draft of the Final Approval Motion shall be provided by Class Counsel to DMI's Counsel five (5) business days before submission. The Final Approval Motion will request that the Court approve the Settlement and enter a Final Order and Judgment that will, among other things:

- a. Adjudge and approve in all respects the Settlement of the Action on the terms described in this Agreement and approve the terms of this Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Class as a whole in accordance with the Federal Rules of Civil Procedure;
- b. Dismiss on the merits and with prejudice all class and individual claims in the Action and find that Plaintiff and the Settlement Class Members have released all Released Claims as set forth in Section 19;
- c. Bar and enjoin Plaintiff and all Settlement Class Members who have not opted out from asserting any of the Released Claims, as set forth in Section 19 hereof, including during any appeal from the Final Approval Order;
- d. Include all relief to be provided as part of the Settlement; and
- e. Retain jurisdiction of all matters relating to the interpretation and enforcement of the Settlement and this Agreement.

**13. EFFECT OF DISAPPROVAL/DENIAL OF SETTLEMENT**

If the Court disapproves this Agreement or any part thereof for any reason or declines to enter a Final Approval Order as described in this Agreement, then this Agreement, including all releases contained within this Agreement, shall become null and void and the Action shall proceed

as though no settlement had been negotiated or achieved, unless Plaintiff and DMI agree otherwise or jointly appeal the order disapproving the Settlement.

**14. CONDITIONS FOR PERFORMANCE; RIGHT TO TERMINATE**

14.1 **Conditions for Performance:** Performance of the obligations set forth in this Agreement is subject to all of the following material conditions: (a) execution of this Agreement by DMI, the Class Representative, and Class Counsel; (b) entry of the Preliminary Approval Order by the Court; (c) sending of the notices described herein; (d) entry of the Final Approval Order by the Court; (e) execution and entry of judgment by the Court; and the occurrence of all other circumstances necessary for entry of the Final Order and Judgment.

14.2 **Covenant To Cooperate In Good Faith:** The Parties hereby covenant and agree to cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth above, including, without limitation, timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly any appeal or petition for writ proceedings by third parties seeking review of any order contemplated by this Agreement. Class Counsel represent and warrant that they have authority to take all such actions required of them pursuant to this Agreement, and that by doing so they are not in breach or violation of any agreement with Class Representative or any third party.

14.3 **Termination Rights:** DMI and the Class Representative each shall have the absolute, sole and complete discretion to terminate the Settlement and this Agreement by providing written notice to the other of an election to do so within fourteen (14) days of: (a) the Court imposing any material, additional, or increased

burden, condition or obligation upon a Party and that entity finds it to be unacceptable; (b) the Court's declining to enter the Preliminary Approval Order in any material respect; (c) the Court's declining to enter the Final Approval Order in any material respect; (d) the date on which the judgment in the Final Approval Order is modified or reversed in any material respect by an appellate court; or (e) notification by the Settlement Administrator that 5% or more of persons who otherwise would be members of the Settlement Class have timely filed to opt out of the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the notice given pursuant thereto. On timely notice of termination, this Agreement shall be null, void, and of no force and effect.

14.4 **Exceptions:** If the Court determines any proposed Class Representative payment or Class Counsel's Attorney's Fees and Expenses should be reduced, then it is expressly agreed and understood that such a decision by the Court shall not operate as a means by which a Party can withdraw from and terminate this Agreement.

14.5 **Effect of Termination:** Except as otherwise provided in this Agreement, if this Agreement and the Settlement embodied in it are terminated, then this Agreement shall be without prejudice, and none of its terms shall be effective or enforceable and the fact of this Agreement and the Settlement embodied in it shall not be admissible in any trial of these Actions; the Parties shall be deemed to have reverted to their respective status in these Actions immediately before March 30, 2026; any portion of the Settlement Fund previously paid by or on behalf of DMI, together with any interest actually earned thereon (less 50% of costs of administration and notice actually incurred and paid or payable from the Settlement Fund) shall be

returned to DMI within ten (10) business days from the date of the event causing such termination; and, except as otherwise expressly provided, such parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

14.6 **Continuing Obligations:** Notwithstanding the foregoing, if this Agreement is terminated, then each Party shall have the obligation to pay 50% of all Administrative Costs reasonably incurred through the date of termination.

15. **REVERSAL, VACATION, OR MODIFICATION OF AGREEMENT BY APPELLATE COURT**

In the event that a court of appeals or other reviewing court sets aside, reverses, vacates or modifies the Final Approval Order as described in this Agreement in any material way, then this Agreement, including all releases contained within this Agreement, shall become null and void and the Action shall proceed as though no settlement had been negotiated or achieved unless the Parties otherwise agree.

**16. PAYMENT OF SETTLEMENT FUND**

- 16.1 Within fourteen (14) days of the Effective Date, the Administrator shall distribute the Settlement Fund to Settlement Class Members as provided in Section 7 of this Agreement. Distributions to Settlement Class Members will be made to their last known address by first class mail, postage prepaid. Settlement Class Members may select to instead receive electronic payment via Venmo, PayPal, or direct deposit, via the Settlement Website. Settlement Class Members shall be eligible to receive a secondary distribution in the event funds remain in the Settlement Fund after payment of all Attorneys' Fees and Expenses, Administrative Costs, Incentive Awards, and the clearance/expiration of any payments and checks associated with Settlement Payments; however, if, in the opinion of Class Counsel after consulting with the Settlement Administrator and DMI's Counsel, the cost to make a secondary payment would be prohibitive, no secondary distribution shall be made, and any remaining funds will be distributed to the *Cy Pres* Recipient. Any remaining funds following the expiration date of any checks disbursed in a Secondary Distribution shall be distributed to the *Cy Pres* Recipient.
- 16.2 Checks made payable to each Settlement Class Member shall become stale and all right to payment on any such check shall end upon expiration of one hundred twenty (120) days from the date of the check (which will be within one calendar week of the date such check is mailed) and shall include a statement to inform the bearer of this validity period.
- 16.3 Any check that becomes stale may be re-issued one time. Right to payment on any re-issued check shall become stale upon the expiration of sixty (60) days from the

date of the re-issued check (which will be within one calendar week of the date such check is mailed) and shall include a statement again informing the Class Member of this validity period. The funds represented by any re-issued checks that become stale shall be applied to Administrative Costs first and, if any sums remain after payment of Administrative Costs, donated as set forth in Section 6.4 of this Agreement. Any such donation will have no effect on the validity of this Agreement against those Class Members who do not receive a Settlement Payment following reasonable efforts to deliver a payment to them.

**17. FINAL REPORT OF DISTRIBUTION OF SETTLEMENT FUND**

Twelve (12) months after the Final Approval Order is entered, or thirty (30) days after distribution of the Settlement Fund is completed, whichever is later, Class Counsel shall file a report with the Court, and serve a copy on DMI's counsel, detailing the distribution of the Settlement Fund.

**18. FINAL AND BINDING AGREEMENT**

The Parties acknowledge that this Agreement is a full and final accord and satisfaction and shall be binding upon and inure to the benefit of DMI, the Named Plaintiff, the Settlement Class Members, Class Counsel, and each of their respective trustees, heirs, executors, administrators, beneficiaries, representatives, agents, successors, assigns, or anyone else claiming to have rights derived from or through the Class Members.

**19. RELEASE**

19.1 The Final Approval Order shall, among other things, provide for the dismissal with prejudice of the Action against DMI without costs to any party, except as specifically stated in this Agreement.

19.2 Class Release and Released Claims. Each Releasing Party shall, by operation of the final judgment, (a) be deemed to have fully, conclusively, irrevocably, forever, and finally **RELEASED, WAIVED, DISCHARGED, RELINQUISHED AND DISMISSED** DMI and the Released Parties from any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, promises, damages, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have on or before entry of the Court's final class settlement approval order, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been sought or alleged in the Action that relate, concern, arise from, or pertain in any way to the 13,427 transactions listed in DMI\_CUSTER\_0001714 and "NC Pay by Phone Fees – 01-01-2025 - 01-13-2026.xlsx" (the "Released Claims").

19.3 For purposes of this Agreement, "Released Parties" means DMI and any current and prior servicers, sub-servicers, lenders, owners, and investors, and for each of the foregoing each of their past, present and future members, direct and indirect parents, direct and indirect subsidiaries, divisions, affiliates, predecessors, successors, and assigns, clients, future, present and former directors, officers (whether acting in such capacity or individually), employees, managers, lenders, masters, servants, principals, agents, subagents, master servicers, subservicers,

insurers, reinsurers, shareholders, investors, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, vendors, wholesalers, resellers, distributors, retailers, divisions, subdivisions, predecessors, successors, and assign owners, trustees, creditors, law firms, departments, corporations in common control, or any agent acting or purporting to act for any of the foregoing.

19.4 In connection with the Released Claims, each Settlement Class Member is releasing past or currently existing claims that existed up until the Effective Date and is aware that he or she may hereafter discover claims that existed in the past or present during the Class Period that may be unknown or unsuspected but discoverable based on reasonable investigation, or facts in addition to or different from those which he or she now knows or believes to be true with respect to the allegations and subject matter in the Action. Nevertheless, it is the intention of each Settlement Class Member to fully, finally and forever settle and release all Released Claims against DMI and the Released Parties, which exist or might have existed (whether or not previously or currently asserted in this Action).

19.5 For purposes of this Action, “Releasing Parties,” and each a “Releasing Party,” means the Plaintiff, all Settlement Class Members and any individual acting on their behalf, including but not limited to, any present, former, and future spouses (and common law spouses), dependents, children, parents, relations, next of kin, as well as the present, former, and future estates, heirs, beneficiaries, trustees, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest, assigns, any other representatives of each of them, and any

and all other persons who could claim through them, other than those Settlement Class Members who have validly opted out.

- 19.6 Each Party to this Agreement understands, acknowledges, and agrees that if any fact believed to be true is found hereafter to be other than, or different from, that which is believed, each expressly assumes the risk of such difference in fact and agrees that this Agreement as of the Effective Date shall be, and will remain, in effect notwithstanding any such difference in fact.
- 19.7 Covenant Not To Sue: The Class Representative, on behalf of himself and the Settlement Class Members, covenants and agrees: (a) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or claim in any jurisdiction before any court or tribunal, based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; (b) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action or claim (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

**20. NO ADMISSION OF LIABILITY OR CERTIFICATION OF CLASS**

- 20.1 Neither this Agreement, whether or not consummated, nor communications or negotiations culminating in this Agreement, nor any proceedings taken pursuant to this Agreement, nor the fact of the Settlement nor the payment of the Settlement Fund is, may be construed as, or may be used as, an admission on the part of DMI or Released Parties of any fault, misconduct, wrongdoing, or liability whatsoever, or that any class asserted by Plaintiff merits certification. DMI expressly denies any wrongdoing under any federal, state, or local statute, public policy, tort law, contract law, or common law and expressly denies the truth or validity of any claim made against it or the propriety of certification of any class on the merits. DMI has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.
- 20.2 Further, neither this Agreement nor any drafts hereof nor any documents leading to or relating to the Settlement set forth herein, including, but not limited to, any proposed order, Preliminary Approval Motion, Final Approval Motion, or memoranda in support thereof, constitutes an admission of liability or of any fact by the Plaintiff or DMI.
- 20.3 The Parties agree that the foregoing documents will not be offered as or received against DMI as evidence of, or construed as or deemed to be evidence of any admission, presumption or concession of any liability, negligence, fault, misconduct or wrongdoing, or in any way referred to for any other reason as against any of the Parties to this Agreement in any other civil, criminal or administrative

action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, DMI may rely upon or use this Agreement as necessary to effectuate the liability protection granted DMI hereunder; and

20.4 The Parties agree that the foregoing documents will not be offered or received as an admission or concession that the consideration to be given to Settlement Class Members hereunder represents the amount which could be or would have been recovered by any such persons after trial.

20.5 In addition to any other defenses DMI may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the releases contained herein.

**21. NON-ADMISSIBILITY OF SETTLEMENT NEGOTIATIONS**

The settlement negotiations resulting in this Agreement have been undertaken by Plaintiff and DMI and their respective counsel in good faith and for settlement purposes only pursuant to Federal Rule of Evidence 408, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. Nor shall this Agreement be offered or received in evidence in any action or proceeding for any purpose, except only for purposes of enforcing the terms and conditions of this Agreement.

**22. NO ORAL MODIFICATION**

This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. No amendment, modification, waiver,

termination, or discharge of any provision of this Agreement shall be effective unless it is in a written agreement duly executed by all of the Parties hereto, and approved by the Court.

**23. COMPLETE AGREEMENT**

This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of this Agreement are contractual and not merely recitals. This Agreement supersedes all prior negotiations. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

**24. COMPETENCY; INDEPENDENT COUNSEL**

Each Party to this Agreement represents and warrants that it is competent to enter into this Agreement and in doing so is acting upon its independent judgment and upon the advice of its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the terms set forth in or contemplated by this Agreement.

**25. CONSTRUCTION OF AGREEMENT**

The language and terms of this Agreement shall be construed as a whole, according to fair and ordinary meaning, as if both Parties jointly prepared it, and shall not be strictly construed for or against any Party to this Agreement.

**26. CONTINUING JURISDICTION**

The United States District Court for the Middle District of North Carolina will have continuing jurisdiction over the Action for the purpose of implementing the Settlement until the Action and all related matters are fully resolved, and for enforcement of the Settlement, this

Agreement, and the Final Approval Order thereafter. Any dispute regarding the Parties' obligations pursuant to this Agreement or interpretation of the terms of this Agreement or the Final Approval Order will be resolved by the Court.

**27. CHOICE OF LAW**

This Agreement and ancillary documents necessary to effectuate it will be governed by federal law and the internal laws of the State of North Carolina without regard to its choice of law principles.

**28. CHOICE OF FORUM**

The Parties consent to jurisdiction and venue in the United States District Court for the Middle District of North Carolina for any dispute arising in any way out of this Agreement.

**29. REPRESENTATIONS**

Plaintiff represents and warrants that he has not sold, assigned, transferred or otherwise disposed of, or purported to assign, transfer, or otherwise dispose of, any of the claims, demands or rights that are the subject of this Agreement; and that he shall take all necessary action to effectuate the terms of this Agreement.

**30. ADDITIONAL ACTS TO EFFECTUATE THE AGREEMENT.**

The Parties shall execute all documents and perform all acts reasonably necessary and proper to effectuate the terms of this Agreement and to obtain the benefits of this Agreement.

**31. WAIVER**

The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

**32. PRESERVATION OF PRIVILEGE**

Nothing contained in this Agreement or any Order of this Court, and no act required to be performed pursuant to this Agreement or any Order of this Court, is intended to constitute, cause or effect any waiver, in whole or in part, of any attorney client privilege, work product protection, or common interest or joint defense privilege, and each Class Member agrees not to make or cause to be made in any form any assertion to the contrary.

**33. AUTHORITY OF CLASS COUNSEL**

Class Counsel unconditionally warrants and represents that they are authorized by Plaintiff, for whom they are attorneys of record, and the attorneys of record for DMI warrant and represent that they are authorized by DMI, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to affect the implementation of the Settlement.

**34. TAX CONSEQUENCES**

34.1 This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that the payments set forth in this Agreement reflect the settlement of disputed legal claims and that DMI makes no representations regarding the Agreement's tax consequences and has no liability for any tax consequences.

34.2 No opinion concerning the tax consequences of the Settlement to individual Class Members is being given or will be given by the Parties or their counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members must consult their own tax advisors regarding the tax consequences of

the Settlement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto.

34.3 Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

34.4 Each Class Member specifically agrees that he or she is solely responsible for any and all taxes, interest, and penalties due and owing, if any, should the Settlement Payments or any portion thereof, be taxable.

**35. RELEASE LIMITATIONS**

This Agreement does not release claims arising out of the failure of either Party to perform in conformity with the terms of this Agreement and does not release any amount owed by the Class Members to Released Parties.

**36. JURY WAIVER**

The Parties voluntarily and intentionally waive any right that they may have to a trial by jury in any action, proceeding or litigation directly or indirectly arising out of, or relating to, this Agreement.

**37. KNOWING AND VOLUNTARY ASSENT**

The Parties acknowledge that this Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of any of them. The Parties further acknowledge that they have had the opportunity for representation in the negotiations for, and in the performance of, this Agreement by counsel of their choice and that they have read this

Agreement and/or have had it fully explained to them by their counsel and that they are fully aware of the contents of this Agreement and its legal effect.

**38. PRESS RELEASES AND MEDIA RESPONSES**

There shall be no press releases regarding the Settlement, and neither side shall initiate contact with the media. If the media makes any inquiry, then any response shall be restricted to referring to the publicly available docket.

**39. TIME COMPUTATIONS**

All time periods shall be computed in calendar days unless otherwise expressly provided. Any deadline falling on a Saturday, Sunday or Federal holiday shall be deemed to fall on the following business day.

**40. COUNTERPARTS AND FACSIMILE SIGNATURES**

This Agreement may be executed in any number of counterparts and with facsimile or DocuSign signatures, and all such counterparts shall be construed together and constitute a single form of this Agreement.

**41. COMMUNICATIONS WITH PARTIES RELATING TO SETTLEMENT AGREEMENT**

All notices and other formal communications under this Agreement shall be in writing and sent by e-mail and by registered or certified mail or overnight delivery service to counsel for the Party to whom notice is directed at all of the addresses below. Any Party may change its designated recipient(s) or notice address(es) by written notice to all other Parties.

For the Settlement Class:

BAILEY GLASSER LLP

James L. Kauffman  
1055 Thomas Jefferson Street, NW

Suite 540  
Washington, DC 20007  
Telephone: (202) 463-2101  
Facsimile: (202) 463-2103  
Email: jkauffman@baileyglasser.com

For DMI:

MAYER BROWN LLP

Michael J. Gill  
71 South Wacker Drive  
Chicago, IL 60606  
Telephone: (513) 579-6457  
Facsimile: (513) 579-6457  
Email: mgill@mayerbrown.com

**42. SEVERABILITY**

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision, hereunder. Provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid.

**43. HEADINGS AND CAPTIONS**

The headings and captions inserted into this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

IN WITNESS HEREOF, counsel for the Parties and the Named Plaintiff have executed this Agreement as of May 4, 2026.

PLAINTIFF GEORGE CUSTER

Printed Name: George Custer

*George Custer*

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DEFENDANT DOVENMUEHLE MORTGAGE, INC.

Printed Name: Matt Budy

Title: Senior Vice President

*Matt Budy*

AS TO FORM ONLY:

Printed Name: Benjamin M. Sheridan

*B Sheridan*

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Counsel for Plaintiff and Settlement Class

Printed Name: Michael J. Gill

*Michael J. Gill*

Counsel for Defendant