

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

GEORGE CUSTER,

Plaintiff,

v.

DOVENMUEHLE MORTGAGE, INC.,

Defendant.

Civil Action No: 1:24-cv-00306

Judge Catherine C. Eagles

Magistrate Judge: L. Patrick Auld

**[UNREDACTED] DECLARATION OF KATHERINE M. AIZPURU IN SUPPORT
OF PLAINTIFF’S MOTION FOR PARTIAL SUMMARY JUDGMENT**

I, Katherine M. Aizpuru, declare as follows:

1. I am an attorney admitted *pro hac vice* to appear in this Court, and attorney of record for Plaintiff in the above-captioned case. I submit this declaration in support of Plaintiff’s Motion for Partial Summary Judgment.

2. I make this declaration based on my personal knowledge and the records of my law firm. I could and would testify competently to the matters set forth herein, if called upon to do so.

3. The following documents are cited as exhibits in the Motion for Partial Summary Judgment.

4. Attached as **EXHIBIT A** is a true and correct copy of Defendant’s (DMI) Amended Responses and Objections to Plaintiff’s First Set of Requests for Admission served July 30, 2025.

5. Attached as **EXHIBIT B** is a true and correct copy of the document produced by DMI in discovery as DMI_CUSTER_0001385 - 1389.

6. Attached as **EXHIBIT C** is a true and correct copy of excerpts from the deposition transcript of DMI's Rule 30(b)(6) witness, Lisa Smith.

7. Attached as **EXHIBIT D** is a true and correct copy of excerpts from the deposition transcript of DMI's Rule 30(b)(6) witness, Glen Braun.

8. Attached as **EXHIBIT E** is a true and correct copy of excerpts from the deposition transcript of DMI's Rule 30(b)(6) witness, Matt Budy.

9. Attached as **EXHIBIT F** is a true and correct copy of DMI's Responses and Objections to Plaintiff's Second Set of Interrogatories served September 10, 2025.

10. Attached as **EXHIBIT G** is a true and correct copy of excerpts from the deposition transcript of DMI's expert witness, Marcel Bryar.

11. Attached as **EXHIBIT H** is a true and correct copy of the document produced by DMI in discovery as DMI_CUSTER_0002130, which was stamped as Exhibit 11 to the deposition of Ms. Smith.

12. Attached as **EXHIBIT I** is a true and correct copy of the document produced by DMI in discovery as DMI_CUSTER_0001710 - 1713, which was stamped as Exhibit 15 to the deposition of Ms. Smith.

13. Attached as **EXHIBIT J** is a true and correct copy of the document produced by DMI in discovery as DMI_CUSTER_0002152 - 2156.

14. Attached as **EXHIBIT K** is a true and correct copy of the document produced by DMI in discovery as DMI_CUSTER_0001374 - 1377, which was stamped as

Exhibit 9 to the deposition of Mr. Braun.

15. Attached as **EXHIBIT L** is a true and correct copy of the document produced by Plaintiff in discovery as CUSTER00002, which is a copy of Plaintiff's bank account transactions.

16. Attached as **EXHIBIT M** is a true and correct copy of the document produced by DMI in discovery as DMI_CUSTER_0002169.

17. Attached as **EXHIBIT N** is a true and correct copy of the document produced by DMI in discovery as DMI_CUSTER_0002157 - 2158.

18. Attached as **EXHIBIT O** is a true and correct copy of the document produced by DMI in discovery as DMI_CUSTER_0001118 - 1142.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on October 22, 2025, in Washington, D.C.

/s/ Katherine M. Aizpuru
Katherine M. Aizpuru (*pro hac vice*)
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Avenue NW, Suite 1010
Washington, D.C. 20006
kaizpuru@tzlegal.com
202-973-0900

EXHIBIT A

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

GEORGE CUSTER,)	
)	
Plaintiff,	)	Civil No. 1:24-cv-00306-CCE-LPA
	)	Chief District Judge Catherine C. Eagles
v.	)	Magistrate Judge L. Patrick Auld
)	
DOVENMUEHLE MORTGAGE,	)	DEFENDANT’S AMENDED
INC.,	)	RESPONSES AND OBJECTIONS TO
	)	PLAINTIFF’S FIRST SET OF
	)	REQUESTS FOR ADMISSIONS
Defendant.)	
)	
_____)	

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Defendant Dovenmuehle Mortgage, Inc. (“DMI”) hereby submits its amended responses and objections to Plaintiff George Custer’s First of Requests for Admission (each, a “Request,” collectively, the “Requests”). DMI has not completed its investigation of the facts relating to this case, discovery in this action, or preparation for trial. DMI therefore reserves all of its rights to supplement these responses and objections should more information become available.

GENERAL OBJECTIONS

1. In responding to Plaintiff’s Requests, DMI does not concede that any of the information provided is relevant or material to the subject matter of this litigation or proportional to the needs of the case. DMI reserves the right to object to the admissibility at trial of any of the information or documents produced in response to these Requests.

12. DMI objects to each request to the extent the burden or cost of the requested discovery outweighs its likely benefit and/or to the extent that the discovery is not reasonably accessible due to undue burden or cost, including but not limited to Internet “cookies,” temporary Internet pages, data maintained on inaccessible disaster recovery media, and other data on computer hard drives that is machine generated. Further, DMI objects to each request to the extent it seeks electronically stored information (“ESI”) that is not reasonably accessible, including but not limited to ESI that is on disaster recovery backup media, and slack or fragmented data on hard drives that can be recovered only by using specialized forensic tools.

13. DMI incorporates each of these General Objections as though fully set forth in each answer and response below.

RESPONSES AND OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

1. DMI objects to the definition of “Pay-to-Pay Fee” to the extent that it seeks to encompass fees beyond those at issue in the putative class alleged in the Complaint, which is limited to fees paid “when making a payment on [a] mortgage by telephone, internet, or an Interactive Voice Response system (‘IVR’) . . .” DMI objects to the definition to the extent that it implies that DMI charged a fee for monthly payments made by internet, because DMI did not assess such fees. DMI will limit its responses to the fees described in the putative class definition.

RESPONSES AND OBJECTIONS TO REQUESTS FOR ADMISSIONS

1. Admit that You are or were the mortgage loan servicer for Plaintiff’s residential mortgage loan(s).

RESPONSE: In addition to its General Objections, incorporated herein, DMI further objects to this Request as demanding the production of confidential business, financial, or customer information, or otherwise sensitive or competitive information. DMI additionally objects to this Request to the extent it seeks information and documents that are equally available to Plaintiff.

Subject to and without waiving these objections, DMI denies that it is currently a servicer or sub-servicer on Plaintiff's mortgage loan. DMI admits that it was the sub-servicer for Plaintiff's mortgage until October 16, 2023, when the servicing of the mortgage loan was transferred to a new servicer.

2. Admit that You charged Plaintiff one or more Pay-to-Pay Fees during the Relevant Time Period.

RESPONSE: In addition to its General Objections, incorporated herein, DMI further objects to this Request as demanding the production of confidential business, financial, or customer information, or otherwise sensitive or competitive information. DMI additionally objects to this Request to the extent it seeks information and documents that are equally available to Plaintiff. DMI further objects to this Request to the extent that it seeks information or documents protected from disclosure under the attorney-client privilege, attorney work product doctrine, or any other privilege or protection from disclosure.

Subject to and without waiving these objections, DMI admits that, during the Relevant Time Period, Plaintiff voluntarily exercised the option to make one or more

RESPONSE: In addition to its General Objections, incorporated herein, DMI further objects to this Request as demanding the production of confidential business, financial, or customer information, or otherwise sensitive or competitive information. DMI also specifically objects to this Request on the ground that the term “policies, practices, and procedures” is undefined, vague, and ambiguous insofar as it does not identify any specific policy, practice, or procedure. DMI additionally objects to this Request to the extent it seeks information and documents that are equally available to Plaintiff. DMI further objects to this Request to the extent that it seeks information or documents protected from disclosure under the attorney-client privilege, attorney work product doctrine, or any other privilege or protection from disclosure. DMI additionally objects to this Request to the extent it seeks a legal conclusion or requires an application of law to facts.

Subject to and without waiving these objections, DMI admits that it complied with its practices when it charged a fee for Plaintiff to voluntarily exercise the option of making his mortgage payments by phone and that DMI fully disclosed the practice of charging this fee to Plaintiff, and/or his authorized third party, and to other consumers.

5. Admit that You are or were responsible for receiving and distributing any type of payments from Plaintiff according to the terms of Plaintiff’s Mortgage Agreements.

RESPONSE: In addition to its General Objections, incorporated herein, DMI further objects to this Request as demanding the production of confidential business, financial, or customer information, or otherwise sensitive or competitive information. DMI also specifically objects to this Request on the ground that the term “receiving and distributing any type of payments” is undefined, vague, and ambiguous. DMI additionally

objects to this Request to the extent it seeks information and documents that are equally available to Plaintiff. DMI further objects to this Request to the extent that it seeks information or documents protected from disclosure under the attorney-client privilege, attorney work product doctrine, or any other privilege or protection from disclosure. DMI additionally objects to this Request to the extent it seeks a legal conclusion or requires an application of law to facts.

Subject to and without waiving these objections, DMI admits that Plaintiff's mortgage sets forth certain requirements related to the servicing of his mortgage loan, along with other governing mortgage documents and relevant laws and regulations, and that DMI generally was responsible for receiving and distributing payments from Plaintiff pursuant to the terms of Plaintiff's mortgage and other governing mortgage documents and relevant laws and regulations. The contents of the mortgage speak for themselves.

6. Admit that Plaintiff's Mortgage Agreements do not expressly authorize the collection of any Pay-to-Pay Fee.

RESPONSE: In addition to its General Objections, incorporated herein, DMI further objects to this Request as demanding the production of confidential business, financial, or customer information, or otherwise sensitive or competitive information. DMI additionally objects to this Request to the extent it seeks information and documents that are equally available to Plaintiff. DMI further objects to this Request to the extent that it seeks information or documents protected from disclosure under the attorney-client privilege, attorney work product doctrine, or any other privilege or protection from

disclosure. DMI additionally objects to this Request to the extent it seeks a legal conclusion or requires an application of law to facts.

Subject to and without waiving these objections, DMI denies that Plaintiff's mortgage agreement does not authorize the collection of any particular fees. Rather, the mortgage agreement states that the "Lender may not charge fees that are expressly prohibited by this Security Agreement or by Applicable Law." Mortgage Agreement ¶ 14. DMI contends that the fees at issue were not expressly prohibited by the mortgage or by applicable law and were therefore authorized.

7. Admit that the actual cost for Defendant to process Plaintiff's mortgage payments online or by phone is lower than the Pay-to-Pay Fees charged by Defendant.

RESPONSE: In addition to its General Objections, incorporated herein, DMI further objects to this Request as demanding the production of confidential business, financial, or customer information, or otherwise sensitive or competitive information. DMI also specifically objects to this Request on the ground that the term "actual cost for Defendant to process Plaintiff's mortgage payments online or by phone" is undefined, vague, and ambiguous. DMI further objects to this Request to the extent that it seeks information or documents protected from disclosure under the attorney-client privilege, attorney work product doctrine, or any other privilege or protection from disclosure.

Subject to and without waiving these objections, DMI states that, following a reasonable inquiry at this time, DMI lacks the information or knowledge to precisely calculate the costs it incurred in processing the mortgage payments Plaintiff made by phone during the Relevant Time Period. On that basis, DMI lacks the information or knowledge

to admit or deny this Request. Investigation continues, and DMI reserves the right to amend this response at a later date.

8. Admit that You have financially benefited from the revenue generated exclusively by Pay-to-Pay Fees charged to Plaintiff and other Borrowers by Defendant.

RESPONSE: In addition to its General Objections, incorporated herein, DMI further objects to this Request as demanding the production of confidential business, financial, or customer information, or otherwise sensitive or competitive information. DMI also specifically objects to this Request on the ground that the terms “financially benefited” and “revenue generated exclusively by Pay-to-Pay Fees” are undefined, vague, and ambiguous. DMI further objects to this Request to the extent that it seeks information or documents protected from disclosure under the attorney-client privilege, attorney work product doctrine, or any other privilege or protection from disclosure.

Subject to and without waiving these objections, DMI admits that it would have financially benefitted from any revenue that it collected in the ordinary course of its business, including the revenue collected from fees charged to borrowers who voluntarily exercised their option to make mortgage payments by telephone.

9. Admit that You acted and represented Yourself as a debt collector when collecting Pay-to-Pay Fees from Borrowers, including on each occasion you collected a Pay-to-Pay Fee from Plaintiff.

RESPONSE: In addition to its General Objections, incorporated herein, DMI further objects to this Request as demanding the production of confidential business, financial, or customer information, or otherwise sensitive or competitive information. DMI also specifically objects to this Request on the ground that the terms “acted and represented

Yourself as” and “debt collector” are undefined, vague, and ambiguous. DMI further objects to this Request to the extent that it seeks information or documents protected from disclosure under the attorney-client privilege, attorney work product doctrine, or any other privilege or protection from disclosure. DMI additionally objects to this Request to the extent it seeks a legal conclusion or requires an application of law to facts.

Subject to and without waiving these objections, DMI denies that it acted as a “debt collector” under the federal Fair Debt Collection Practices Act in connection with Plaintiff’s mortgage loan. Instead, DMI sub-serviced the mortgage loan.

10. Admit that You have no information suggesting that Plaintiffs’ residential mortgage loans at issue in this case were or are commercial or business loans.

RESPONSE: In addition to its General Objections, incorporated herein, DMI further objects to this Request as demanding the production of confidential business, financial, or customer information, or otherwise sensitive or competitive information. DMI additionally objects to this Request to the extent it seeks information and documents that are equally available to Plaintiff. DMI further objects to this Request to the extent that it seeks information or documents protected from disclosure under the attorney-client privilege, attorney work product doctrine, or any other privilege or protection from disclosure. DMI additionally objects to this Request to the extent it seeks a legal conclusion or requires an application of law to facts.

Subject to and without waiving these objections, DMI denies that it has no information Plaintiff’s mortgage loan is or was a commercial or business loan. Plaintiff admits that the property that is subject to the mortgage loan has and is used for commercial

Dated: July 30, 2025

MAYER BROWN LLP

/s/ Michael J. Gill

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(IL Bar No. 6201684)
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*Lead Counsel for Defendant Dovenmuehle
Mortgage, Inc.; Special Appearances
Entered Pursuant to Local Rule 83.1(e)*

/s/ John S. Hahn

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*Local Civil Rule 83.1(d) Counsel for
Defendant Dovenmuehle Mortgage, Inc.*

EXHIBIT B



April 29, 2016

100

George Custer
PO Box 2169
Clayton, GA 30525-0055



RE: **Old Loan Number:** [REDACTED] 4009
 New Loan Number: [REDACTED] 5663

NOTICE OF SERVICING TRANSFER

Dear Mortgagor(s):

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being transferred from Pinnacle Financial Partners ("Present Servicer") to Dovenmuehle Mortgage, Inc. ("New Servicer"), who will subservice your loan under a contractual agreement with Landmark Community Bank, effective May 16, 2016.

The transfer of the servicing of the mortgage loan will not change anything else about your loan.

Except in limited circumstances, the law requires that your Present Servicer send you this notice at least 15 days before the effective date of the transfer, or at closing. Your New Servicer must also send you this notice no later than 15 days after the effective date, or at closing. In this case, all necessary information is combined in this one notice.

If you have any questions for either Present Servicer or New Servicer about your mortgage loan or this transfer, please contact them using the information below:

Present Servicer:

Pinnacle Financial Partners
Loan Servicing Department
1-800-467-0311
P.O. Box 172207
Memphis, TN 38187-2207

New Servicer:

Dovenmuehle Mortgage, Inc.
Customer Service Department
1-800-669-4268
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945

Present Servicer is currently collecting your payments. Present Servicer will stop accepting payments from you after May 15, 2016. New Servicer will start accepting payments from you on May 16, 2016.

Send all payments due on or after May 16, 2016 to New Servicer at the Payment Address set forth below.
Please use the enclosed temporary coupon to make your next payment.

The Business Address for New Servicer is: 1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945

The Payment Address for New Servicer is: P.O. Box 660592
Dallas, TX 75266-0592

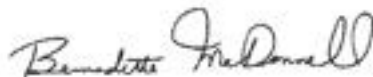
Dovenmuehle Mortgage, Inc. 1 Corporate Drive, Suite 360 Lake Zurich, IL 60047-8945 (847) 550-7300

If you are making payments to Present Servicer by means of automatic deduction, this service will not continue with New Servicer. If you would like to begin using automatic deductions with New Servicer, please sign the new automatic payment form enclosed, and submit the form to New Servicer. A copy of the form is enclosed for you to keep. The New Servicer would then notify you of the month in which the automatic deductions will begin. Until then, please make your regular payments by check to the New Servicer.

If you are currently using an online service or 3rd party bill service to pay your mortgage payment, the payee information and the loan number will need to be changed to the payment address and new loan number provided within this letter.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by Present Servicer on or before its due date may not be treated by New Servicer as late, and a late fee may not be imposed on you.

At year-end, you will receive two statements of account; one reflecting all payments made to Present Servicer and one from New Servicer. You will need to combine the appropriate information on both statements when filing your tax return for the applicable year.



Bernadette McDonnell
Vice President
Dovenmuehle Mortgage, Inc.

April 29, 2016

Please use the enclosed envelope with the temporary coupon below to make your next payment.

George Custer
Po Box 2169
Clayton, GA 30525

TEMPORARY COUPON

New Loan Number: [REDACTED] 5663

Payment Amount: \$2,999.00

Late Charges	\$
Additional Principal	\$
Amount of Check	\$

Dovenmuehle Mortgage, Inc.
P.O. BOX 660592
DALLAS, TX 75266-0592



[REDACTED] 566302999000299900130601164

April 29, 2016

Mortgage Loan Account Number: [REDACTED] 5663

Re: Procedure for Submitting Written Notices of Error and Written Requests for Information

Dear Mortgagor(s):

The federal Real Estate Settlement Procedures Act ("RESPA") (12 U.S.C. 2605), provides you with certain rights related to resolving errors and requesting information about your mortgage loan account. If you send a "Qualified Written Request," "Notice of Error" or "Request for Information" to your servicer, your servicer must provide you with a written acknowledgement within 5 days of receipt of your request.

For purposes of this procedure for submitting written Notices of Error, Requests for Information and Qualified Written Requests, a "day" means a calendar day excluding legal public holidays, Saturdays and Sundays.

A "Notice of Error" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which asserts an error and that includes your name, information that enables the servicer to identify your mortgage loan account, and the error you believe has occurred. A Qualified Written Request that asserts an error related to the servicing of a mortgage loan account is considered a Notice of Error.

A "Request for Information" is any written request for information from you, other than notice on a payment coupon or other payment medium supplied by the servicer, that includes your name along with information that enables the servicer to identify your mortgage loan account and states the information you are requesting with respect to your mortgage loan account. A Qualified Written Request that requests information relating to the servicing of a mortgage loan is considered a Request for Information.

A "Qualified Written Request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request.

While some types of requests have shorter time periods for response [e.g. 10 days for requests for owner/assignee contact information; 7 days for errors relating to the failure to provide an accurate payoff balance within the required time period; or the earlier of the foreclosure sale date or 30 days from receipt of an error related to the servicer improperly making the first required notice or filing in the foreclosure process or scheduling a foreclosure sale, if the servicer receives the letter more than 7 days before the sale], generally, your servicer has a period of 30 days from receipt of your Notice of Error or Request for Information to provide you with a written response. For most Notices of Error or Requests for Information that it receives, the servicer may utilize an additional 15-day extension for its response. In all cases, before the end of the initial 30-day period, the servicer will provide you with written notice of any 15-day extension as well as its reasons for the extension.

The written response will provide notification that:

- For Notices of Error: The error you identified has been corrected; the effective date of the correction; and contact information, including a phone number, for further assistance; or upon reasonable investigation, the servicer has determined no error occurred; a statement of its reasons for reaching this conclusion and your right to request the document relied upon by the servicer in reaching its conclusion; and contact information, including a phone number, for further assistance.
- For Requests for Information: The requested information is attached; or upon reasonable investigation, the servicer has determined that the requested information is not available, a statement of its reasons for this conclusion, and contact information, including a phone number, for further assistance.

For the 60-day period following receipt of your correspondence, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such Notice of Error. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

From time to time during the servicing of your loan, you may receive billing statements and other correspondence from the servicer which advises you that questions or inquiries may be directed to various departments including, but not limited to, Customer Service or Collections. **However, please note that in order to receive the rights and protections afforded to you by RESPA for Notices of Error and Requests for Information, as outlined in this letter, you must send your written correspondence only to the following address, including the specific Attention line noted:**

Dovenmuehle Mortgage, Inc.
Attention: NOE1290
1 Corporate Drive, Suite 360
Lake Zurich, Illinois 60047-8945



SINCE 1844

AUTOMATIC PAYMENT PROGRAM ("APP")

**Do you want to save time and postage every month?
Explore Dovenmuehle Mortgage, Inc.'s Free Automatic
Payment Program (APP).**

HOW DOES THE PROGRAM WORK?

Once you sign up with APP, we will automatically deduct your mortgage payment from your checking or savings account each month. We will send notification to your bank to transfer the exact amount of your mortgage payment on the date you choose in the form below, from your checking or savings account to us. You will receive information about the transaction each month on your regular bank statement.

WHAT ARE THE ADVANTAGES?

Convenience. You will no longer have to write a check each month for your mortgage payment. No Checks. No stamps. No envelopes. No trips to the mail box. APP will save you time and money.

Security. You'll have peace of mind knowing that your monthly mortgage payment was made automatically and on time. You won't have to worry about forgetting to mail your check.

APP IS FREE AND EASY

There is absolutely no charge for our APP service. We offer it to our customers because it assures prompt and accurate mortgage payments. It is simply more convenient for you and us.

CAN I STILL MAKE ADDITIONAL PRINCIPAL PAYMENTS OR ESCROW DEPOSITS?

Yes! If you want to make additional payments, either designate below the amount of the principal curtailment to be withdrawn in addition to your monthly payment, or simply mail a check for the desired amount the first week of the month. Additional escrow can be mailed anytime. Please include your mortgage account number and the words "additional principal" or "escrow deposit" on the face of your check.

HOW CAN I BEGIN THIS CONVENIENT SERVICE?

It's very simple. Just fill out the authorization agreement and return it to us. **Please enclose a voided blank check or savings account deposit slip with the authorization agreement. (Simply write "void" across the face of your check) or a savings deposit slip from a current savings account.** The authorization agreement and your voided check or savings deposit slip will give us the accurate information we need to begin your APP service and start saving you time and postage.

We will notify you in writing which month's payment will begin your APP service. Usually, processing takes about 45 days. However, please continue to make your normal mortgage payments, **UNTIL YOU ARE NOTIFIED BY DOVENMUEHLE MORTGAGE, INC. WITH A CONFIRMATION LETTER.**

If you have any questions, please call us toll free at 1-800-669-4268. One of our Customer Service Representatives will be happy to answer your questions or provide you with more information.

CAN I CANCEL THE APP SERVICE?

The APP service may be canceled by sending us a written notice 30 days prior to your next due date, to the address listed below.

WHAT HAPPENS IF I CHANGE MY BANK?

If you move your checking or savings account from your current bank to another one, you need to complete a new authorization agreement and mail it to us along with a "voided" blank check or savings account deposit slip, prior to the 10th of the month. You can request an additional form by calling our Customer Service Department toll free at 1-800-669-4268. When we receive the new form and your "voided" check or savings account deposit slip, please allow 2 to 3 weeks for the change to take place. We will notify you when the APP service will begin on your new account.

**PLEASE RETAIN THIS PAGE FOR YOUR RECORDS
AUTHORIZATION AGREEMENT FOR MONTHLY AUTOMATIC PAYMENT
Dovenmuehle Mortgage, Inc., 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945**

I (we) hereby authorize Dovenmuehle Mortgage, Inc. and its successors, assigns, authorized agents or any entity servicing my loan on their behalf (hereinafter called THE LENDER) to initiate mortgage payment debit entries (which may vary from the amount indicated below with future changes in escrow, principal and interest components, as applicable) to my (our) Checking or Savings Account indicated below and the depository named below to debit the same to such account. I (we) understand that if any debit entries under this authorization are returned for insufficient funds or otherwise dishonored, I (we) will promptly send THE LENDER the total monthly payment due, plus any late charge(s) or other fees due under my mortgage. I (we) authorize THE LENDER to electronically credit my (our) account if necessary, to correct erroneous debits. I (we) agree that ACH transactions I (we) authorize comply with federal law.

This authorization is to remain in full force and effect until THE LENDER has received written notification from me (us) of its termination in such time and in such manner as to afford THE LENDER a reasonable opportunity to act upon it. THE LENDER may terminate this agreement at any time, with written notice sent to me.

PLEASE CONTINUE TO MAIL YOUR PAYMENTS UNTIL WE NOTIFY YOU OF YOUR DRAFT DATE



AUTOMATIC PAYMENT PROGRAM ("APP")

Mortgage Loan Account Number: XXXXXXXXXX 5663

I (we) hereby authorize Dovenmuehle Mortgage, Inc. and its successors, assigns, authorized agents or any entity servicing my loan on their behalf (hereinafter called THE LENDER) to initiate mortgage payment debit entries (which may vary from the amount indicated below with future changes in escrow, principal and interest components, as applicable) to my (our) Checking or Savings Account indicated below and the depository named below to debit the same to such account. I (we) understand that if any debit entries under this authorization are returned for insufficient funds or otherwise dishonored, I (we) will promptly send THE LENDER the total monthly payment due, plus any late charge(s) or other fees due under my mortgage. I (we) authorize THE LENDER to electronically credit my (our) account if necessary, to correct erroneous debits. I (we) agree that ACH transactions I (we) authorize comply with federal law.

DEPOSITORY INSTITUTION INFORMATION:

NAME: _____

CITY: _____

STATE: _____

ZIP CODE: _____

ACCOUNT NUMBER: _____

ABA ROUTING NUMBER:

--	--	--	--	--	--	--	--	--	--

ACCOUNT TYPE: CHECKING: ☐ or SAVINGS: ☐

DATE: _____

NAME(S) ON CREDIT UNION/BANK ACCOUNT: _____

SIGNATURE: (ACCOUNT HOLDER): _____

SIGNATURE (CO-HOLDER): _____

This authorization is to remain in full force and effect until THE LENDER has received written notification from me (us) of its termination in such time and in such manner as to afford THE LENDER a reasonable opportunity to act upon it. THE LENDER may terminate this agreement at any time, with written notice sent to me.

PLEASE CONTINUE TO MAIL YOUR PAYMENTS UNTIL WE NOTIFY YOU OF YOUR DRAFT DATE

DATE OF WITHDRAWAL: PLEASE CHOOSE THE NUMBER OF DAYS AFTER YOUR PAYMENT DUE DATE (INDICATED ON YOUR MORTGAGE NOTE) THAT YOU WOULD LIKE THE PAYMENT TO BE DRAFTED.

0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

DAYS AFTER PAYMENT DUE DATE.

BORROWER INFORMATION:

DAY PHONE: _____

EVENING PHONE: _____

PAYMENT INFORMATION:

MONTHLY PAYMENT AMOUNT: \$ _____

ADDITIONAL PRINCIPAL IF ANY: \$ _____

[PLEASE ATTACH VOIDED CHECK OR DEPOSIT SLIP HERE]

Please enclose a voided blank check or savings account deposit slip with the authorization agreement. Simply write "void" across the face of your check or a savings deposit slip from a current savings account.

PLEASE RETURN THIS FORM TO THE FOLLOWING ADDRESS OR FAX NUMBER FOR PROCESSING:

DOVENMUEHLE MORTGAGE, INC.
ATTENTION: DRAFTING
1 CORPORATE DRIVE, SUITE 360
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EXHIBIT C

**FILED PROVISIONALLY UNDER SEAL PURSUANT TO
CONFIDENTIALITY ORDER (DKT. 28)**

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

GEORGE CUSTER, Individually and)
on behalf of all others similarly)
situated,)
)
Plaintiff,)
)
-vs-) Civil Action No.
) 4:24-cv-00306
DOVENMUEHLE MORTGAGE, INC.,)
)
Defendant.)
_____)

The 30(b)(6) videotaped remote deposition
of LISA SMITH, called by the Plaintiff for
examination, pursuant to notice and pursuant to the
Federal Rules of Civil Procedure for the United
States District Courts pertaining to the taking of
depositions, taken before Michelle A. Duzan,
Certified Shorthand Reporter, Registered Merit
Reporter, and Certified Realtime Reporter, commencing
at the hour of 9:33 a.m. on the 11th day of August,
A.D., 2025.

REMOTE APPEARANCES:

BAILEY GLASSER, LLP, By
MR. BART D. COHEN
1622 Locust Street
Philadelphia, Pennsylvania 19103
215-274-9420
bcohen@baileyglasser.com
On behalf of the Plaintiff;

MAYER BROWN, LLP, By
MR. MICHAEL J. GILL
MS. CLARE E. MYERS
71 South Wacker Drive
Chicago, Illinois 60606
312-782-0600
mgill@mayerbrown.com
cmyers@mayerbrown.com
On behalf of the Defendant;

ALSO PRESENT:

Ms. Ingrid Rodriguez, videographer.

* * * *

1 George Custer and the proposed class.

2 MR. GILL: And Michael Gill at
3 Mayer Brown and Clare Myers on behalf of the
4 witness and on Dovenmuehle.

5 (Witness duly sworn.)

6 LISA SMITH,
7 called as a witness herein, having been first duly
8 sworn, was examined and testified as follows:

9 CROSS-EXAMINATION

10 BY MR. COHEN:

11 Q. Good morning, Ms. Smith. My name is
12 Bart Cohen. I'm an attorney who represents the
13 plaintiff, as you just heard, in a lawsuit against
14 Dovenmuehle Mortgage.

15 I'm going to refer to Dovenmuehle at
16 various points today as DMI.

17 Are you here on behalf of DMI today?

18 A. I am.

19 Q. And you understand that your answers
20 will bind DMI going forward in this litigation?

21 A. I do.

22 Q. Have you had your deposition taken
23 before?

24 A. No.

25

1 Q. Is this -- well, strike that.

2 Are you familiar with the term
3 "servicing transfer"?

4 A. Yes.

5 Q. And what does that mean for the
6 purposes of your job duties?

7 A. It means a transfer of servicing from
8 Dovenmuehle as a subservicer to a successor
9 servicer or subservicer.

10 Q. And is it the case that sometimes
11 Dovenmuehle takes over servicing from other
12 servicers?

13 A. Dovenmuehle is a subservicer, and so it
14 takes over subservicing duties.

15 Q. Can you tell me, in your mind, the
16 difference between a servicer and a subservicer?

17 A. A servicer owns the mortgage servicing
18 rights or has some ownership interest in the loan.
19 Then they contract some part of or all of that to
20 a subservicer. So Dovenmuehle's role varies
21 depending on that contractual arrangement.

22 Q. And in your mind and as a matter of
23 fact, is Dovenmuehle strictly a subservicer?

24 A. Yes.

25

1 Q. And what's your general recollection of
2 that?

3 A. The CFPB issued guidance regarding
4 convenience fees in a bulletin that was dated
5 July 31st, 2017. We started working on
6 implementing disclosures, as suggested in that
7 bulletin, at some point after that date.

8 And it took a certain amount of time to
9 have the periodic statement templates updated, and
10 so this would be an example of an updated
11 statement after that bulletin was issued.

12 Q. Would your department have been
13 responsible for drafting the language that appears
14 here?

15 A. Yes.

16 Q. Mr. Braun testified that at some point
17 in his tenure at DMI, which has long -- which has
18 been longer than yours, the telephone payments
19 were set at figures less than 9.50 and 11.50.

20 Do you recall such a time during your
21 tenure at DMI --

22 MR. GILL: Objection to the form of the
23 question.

24 But she can answer.

25

1 break at this point?

2 MR. COHEN: Sure.

3 MR. GILL: Five minutes?

4 THE VIDEOGRAPHER: The time right now
5 is 10:35 a.m. We're off the record.

6 (Whereupon, a break was taken,
7 after which the following
8 proceedings were had:)

9 THE VIDEOGRAPHER: The time right now
10 is 10:41 a.m.

11 We are back on the record.

12 BY MR. COHEN:

13 Q. When we went off the record, we had
14 just posted Exhibit 9, which is back on your
15 screen, I hope, Ms. Smith.

16 A. Yes.

17 Q. And I believe you said you did
18 recognize this document; is that correct?

19 A. That is correct.

20 Q. Were you involved in creating it?

21 A. Yes.

22 Q. And can you tell me generally what the
23 purpose of this document is?

24 A. Generally, the purpose of the document
25

1 is to make the borrower aware of fees that may be
2 charged while Dovenmuehle is subservicing the
3 loan.

4 (Reporter clarification.)

5 BY MR. COHEN:

6 Q. How was this fee schedule made
7 available to borrowers?

8 A. At what point in time?

9 Q. Well, let's start with immediately
10 after it was finalized.

11 A. It was posted on the Dovenmuehle
12 website, which is accessible without logging into
13 a borrower account. It was also available upon
14 request.

15 Q. Was it ever delivered to borrowers
16 either via U.S. Mail or email?

17 A. It -- it is currently provided to
18 borrowers with the RESPA transfer notice in states
19 that require that a fee schedule be provided along
20 with the transfer notice.

21 Q. Understood. Let's go to page 3.

22 And on the left side of that page,
23 there are headings Pay By Phone With
24 Representative and Pay By Phone Without
25

1 BY MR. COHEN:

2 Q. Do you understand the question?

3 A. I understand the question.

4 I -- I do not believe that it has been
5 found to be necessary, and the purpose of the
6 disclaimer was to address limitations relating to
7 the pay-by-phone fee in particular, which could
8 not be charged on loans with an original principal
9 balance under 300,000.

10 MR. COHEN: Let's go to Exhibit 11.

11 (Whereupon, Exhibit No. 11 was
12 marked.)

13 BY MR. COHEN:

14 Q. Exhibit 11 is a one-page document with
15 a Bates number ending in 2130. The heading at the
16 top reads, DMI Uncharged Pay-By-Phone Convenience
17 Fees as of 1-9-25, the last revision 1-1-25. And
18 beneath that it reads, DMI does not charge
19 pay-by-phone convenience fees under the following
20 conditions.

21 Ms. Smith, do you recognize this
22 document?

23 A. Yes.

24 Q. Were you involved in compiling it?
25

1 A. Yes.

2 Q. What exactly is the purpose of this
3 document?

4 A. The purpose of this document is to
5 summarize categories of loans on which a
6 pay-by-phone fee is not to be charged.

7 Q. And who is the audience for this
8 document? Who in particular needed to read this?

9 A. The primary audience is the department
10 that sets the coding on the loans to ensure that
11 the fees are not charged when they should not be.

12 Q. And when you say the department that
13 sets the coding, are these people that report to
14 you, or do they report to some other senior vice
15 president?

16 A. They report to another senior vice
17 president.

18 Q. And can you tell me that person's
19 position?

20 A. Senior vice president of transfers and
21 convergence.

22 Q. After someone follows through with the
23 three steps detailed here, does that result in a
24 change to the data for the loans that are screened
25

1 out by this process?

2 A. I don't understand the question.

3 Q. After this code is in place and is
4 functional, would the result be that people who
5 may not be charged pay-by-phone fees have that
6 fact recorded in the data associated with their
7 loans?

8 A. There would be a code on the loan
9 indicating that it is not to be charged a
10 pay-by-phone fee.

11 Q. Now, you mentioned that the coder is
12 responsible for effecting this report to the
13 senior vice president for transfers and
14 convergence.

15 Is that because the steps are required
16 to be performed promptly upon DMI's acquisition of
17 a new loan from another subservicer?

18 A. The --

19 MR. GILL: Objection to the form of the
20 question.

21 But you can answer.

22 THE WITNESS: The reporting is due to
23 the fact that this is an operational
24 functional, and no operational function
25

1 But she can answer.

2 THE WITNESS: I can't tell from this
3 chart.

4 BY MR. COHEN:

5 Q. On the extreme right of the page,
6 there's a heading No Refunds Needed. And there
7 are several codes under that.

8 Do you have any understanding of what
9 those mean?

10 A. I don't see that column.

11 Q. Oh.

12 MR. COHEN: Could you move the exhibit
13 to -- that's it -- to the right as far as it
14 will go?

15 Thank you.

16 THE WITNESS: No, I don't.

17 MR. COHEN: Let's move to Exhibit 15.

18 (Whereupon, Exhibit No. 15 was
19 marked.)

20 BY MR. COHEN:

21 Q. Exhibit 15 is a four-page document with
22 a Bates number ending in 1710 on the first page.
23 The heading at the top of the page reads, PBP
24 Screen Pop Procedure. CTI Agents Screen Pop,
25

1 Updated Pay-By-Phone (PBP) Procedure.

2 Ms. Smith, do you recognize this
3 document?

4 A. Yes.

5 Q. Can you tell me what its purpose is?

6 A. The purpose is to serve as a job aid
7 for customer service representatives so that they
8 understand what they are to do when taking a
9 payment by phone.

10 Q. Were you or your department involved in
11 compiling this document?

12 A. My department was involved in reviewing
13 and working with the other persons in operations
14 who put this together.

15 Q. Now, the metadata that DMI produced
16 with this document identifies the author as Alaina
17 Mack.

18 Is that somebody who reports to you?

19 A. No, I do not know that person.

20 Q. That abbreviation CTI in red in the
21 heading, do you know what that stands for?

22 A. I do not.

23 Q. The first sentence under the heading
24 reads in italics, The current pay-by-phone
25

1 Q. Do you understand the question?

2 A. I believe so.

3 Q. All right. Do you know who issues
4 those regulations or guidelines that govern this
5 subject matter?

6 A. As a rule, regulatory bodies and
7 general principles of equity require that
8 borrowers must be fully informed regarding a
9 transaction they are about to enter in order to
10 make a decision as to whether to proceed with that
11 transaction; therefore, appropriate disclosures
12 are required.

13 Q. Now, you described these regulatory
14 rules and principles of equity in a general sense.

15 To your knowledge, do any of those
16 regulatory rules or principles of equity require
17 the specific disclosures referenced here, that
18 being the idea that there are free alternatives to
19 pay-by-phone transactions?

20 A. The CTI in particular requires that
21 borrowers be provided with full information as to
22 all of their options, including free options,
23 whenever they're about to sign up for any sort of
24 service or make a transaction involving a fee.

25

1 BY MR. COHEN:

2 Q. Exhibit 16 is a six-page document with
3 the Bates number ending in 1979 on the first page.
4 It has CFPB, Consumer Financial Protection Bureau
5 letterhead. Beneath that it reads, CFPB
6 Compliance Bulletin 2017-01, dated July 31st,
7 2017, and the subject is Phone Pay Fees.

8 Ms. Smith, do you have any recollection
9 of having seen this bulletin in some form at some
10 point?

11 A. Yes.

12 Q. And is this the CFPB bulletin you
13 referred to earlier today with respect to the
14 message on Mr. Custer's mortgage statement?

15 A. Yes.

16 Q. I take it that you are generally
17 responsible for reading government publications
18 that affect DMI's business; is that correct?

19 MR. GILL: Objection to the form of the
20 question.

21 She can answer.

22 THE WITNESS: My department is
23 responsible for regulations affecting most
24 aspects of DMI's business.
25

1 We talked about how you put this
2 additional disclosure on mortgage statements in
3 2018 as a result of this bulletin.

4 Can you identify other actions DMI took
5 as a result of this bulletin?

6 MR. GILL: Objection, beyond the scope
7 of the 30(b)(6).

8 But she can answer.

9 THE WITNESS: DMI attempted to be
10 responsive to this bulletin as fully as
11 possible in terms of providing full
12 disclosures to borrowers regarding the
13 pay-by-phone fee and ensuring that the fee
14 was not charged on loans subject to FDC --

15 (Reporter clarification.)

16 THE WITNESS: FDCPA. Sorry.

17 BY MR. COHEN:

18 Q. Other than the amendment of DMI's
19 mortgage statements, is there anything else in
20 particular that you can recall DMI doing as a
21 result of this bulletin?

22 A. I'm struggling a little bit because I
23 don't recall what we did prior to the bulletin and
24 what we did after. We did ensure that we provided
25

1 disclosures on the website. We worked to ensure
2 that the phone process was as comprehensive as
3 possible. We worked to ensure that the fee was
4 not charged when it should not be charged.

5 Q. Let's move to page 5 of this
6 document -- actually, let's start on the bottom of
7 page 4.

8 And it reads, The Bureau's
9 Expectations. And under that it reads, The Bureau
10 expects entities to review their practices on
11 charging phone fees for potential risks of
12 committing UDAAPs or violating the FDCPA.

13 You understand UDAAP to mean unfair,
14 deceptive, or abusive acts or practices?

15 A. Yes.

16 Q. Now, starting at the bottom of page 4
17 and continuing on to page 5, is a list of bullet
18 points under the heading The Bureau's
19 Expectations?

20 A. Yes.

21 Q. The first one reads, Review applicable
22 state and federal laws, including the FDCPA, to
23 confirm whether entities are permitted to charge
24 phone pay fees.
25

1 I understand that your department does
2 that sort of thing on an ongoing basis.

3 Did you take any particular action
4 above and beyond standard practice to review these
5 laws after receiving this bulletin?

6 A. Around the time of this bulletin, we
7 engaged outside counsel to conduct a comprehensive
8 survey of the applicable laws.

9 Q. The next bullet point on the top of
10 page 5 reads, Review underlying debt agreements to
11 determine whether such fees are authorized by the
12 contract.

13 Do you know whether you at DMI or your
14 outside counsel did that at that time?

15 A. DMI took a different approach to that.
16 DMI is a debt collector as to loans that board in
17 delinquent status, and so DMI decided not to
18 charge the fee on any such loan.

19 Q. I just want to be clear. We're talking
20 about first bullet point on page 5, which reads,
21 Review underlying debt agreements to determine
22 whether such fees are authorized by the contract.

23 Then you responded, With respect to
24 delinquent loans.
25

1 Is it the case that neither DMI nor its
2 outside counsel reviewed underlying debt
3 agreements with respect to nondelinquent loans in
4 light of this CFPB bulletin?

5 A. As the CFPB uses the term "debt
6 agreement" and "debt collector" with reference to
7 FDCPA, no, we did not review agreements that were
8 not subject to FDCPA.

9 Q. Were you personally the primary
10 interface with DMI's outside counsel in the course
11 of this project you've described that resulted
12 from this bulletin?

13 A. Yes.

14 Q. The third bullet point reads, Review
15 internal and service providers' policies and
16 procedures on phone pay fees, including call
17 scripts and employee training materials, and it
18 goes on from there.

19 Did either DMI or its outside counsel
20 engage in that exercise as a result of this CFPB
21 bulletin?

22 A. Yes.

23 Q. The next bullet point reads, Review
24 whether information on phone pay fees is shared in
25

1 a report of loans that have that particular code.

2 Q. Okay. And to the best of your
3 recollection, does that code identify customers
4 who complain about fees in particular -- or excuse
5 me, fees in general, pay-by-phone fees in
6 particular, or something more broad?

7 MR. GILL: Objection to the form of the
8 question.

9 She can answer.

10 THE WITNESS: I don't recall the direct
11 coding, as to its granularity.

12 BY MR. COHEN:

13 Q. Okay. The next bullet point reads,
14 Perform regular reviews of service providers as to
15 their pertinent practices.

16 Did DMI change the regularity of such
17 reviews as a result of the issuance of this
18 bulletin?

19 A. Because service provides have virtually
20 no role in the process, I am not aware that the
21 frequency of those reviews changed.

22 Q. Well, do you consider Speedpay to be a
23 service provider for DMI?

24 A. I do.

25

1 Q. Do you know whether DMI began reviewing
2 Speedpay's management of DMI business more
3 carefully as a result of this bulletin?

4 A. Because the critical information is
5 housed at DMI, I do not believe so.

6 Q. Now, in response to my initial question
7 about this bullet point, you said that DMI --
8 service providers were not a substantial issue for
9 DMI because it does most of its own work and does
10 not, for the most part, rely on service providers.

11 Are there any service providers other
12 than Speedpay whom DMI relies on for the
13 day-to-day?

14 MR. GILL: Objection to the form of the
15 question.

16 But she can answer.

17 BY MR. COHEN:

18 Q. Yeah.

19 -- for -- for its day-to-day management
20 of compliance and regulatory issues?

21 A. I would disagree with your
22 characterization of what I said. To clarify, what
23 I meant was that the controls are housed at DMI.
24 The transactions are initiated by DMI. Therefore,
25

1 Speedpay is only the processor and doesn't have
2 any particular pertinent practices. They don't
3 give the disclosures. They don't impose the
4 exclusions.

5 That is what I meant in terms of that.
6 And then I didn't understand your second question.

7 Q. Are there any other service providers,
8 other than Speedpay, who have any role in managing
9 data related to your compliance responsibilities?

10 A. What do you mean by role in managing
11 data?

12 Q. I'll make that somewhat easier.
13 Have any role in collecting from
14 customers data related to your compliance
15 responsibilities?

16 MR. GILL: Is that limited to -- with
17 respect to pay-by-phone fees?

18 MR. COHEN: Any type of data that DMI
19 collects.

20 THE WITNESS: I'm not sure I'm
21 following you. I'm not directly familiar
22 with data management issues.

23 BY MR. COHEN:

24 Q. Understood. Okay.
25

EXHIBIT D

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

GEORGE CUSTER, individually)
and on behalf of all others)
similarly situated,)
Plaintiff,) Civil Action No.
4:24-CV-00306
vs.)
DOVENMUEHLE MORTGAGE, INC.,)
Defendant.)

GLEN BRAUN
Friday, August 8, 2025

Remote videotaped videoconference
deposition taken in the above matter with the
witness participating via videoconference while
physically located at 1 Corporate Drive, Lake
Zurich, Illinois 60047, commencing at 9:33 a.m.
Central Time.

Stenographically recorded and
transcribed by Lisa Taylor, Registered Professional
Reporter, Pennsylvania Notary Public, Pennsylvania
eNotary, and North Carolina Notary Public
(participating via videoconference).

- - -

GOLKOW, A VERITEXT DIVISION
877.370.3377 ph | 917.591.5672 fax
deps@golkow.com

1 The court reporter is Lisa Taylor, who
2 will now swear in the witness.

3 - - -

4 (GLEN BRAUN, having been duly sworn,
5 testified as follows:)

6 EXAMINATION

7 BY MR. COHEN:

8 Q. Good morning, Mr. Braun. My name is
9 Bart Cohen. I'm an attorney who represents the
10 plaintiffs and a proposed class of consumers and
11 again -- excuse me -- class of consumers in a
12 lawsuit against Dovenmuehle Mortgage.

13 For everybody's convenience today, I'm
14 going to refer to Dovenmuehle as DMI. Is that okay
15 with you?

16 A. Yes.

17 Q. Okay. The reporter did not mention to
18 you, so I will: you have to answer my questions
19 verbally rather than with head nods or shakes
20 because your nods and shakes cannot be recorded on
21 the record.

22 Are you here today on behalf of DMI?

23 A. Yes.

24 Q. Do you understand that your answers
25 today will bind DMI going forward in this

1 litigation?

2 A. Yes.

3 Q. Have you ever had your deposition
4 taken before?

5 A. Yes.

6 Q. Approximately how many times?

7 A. Once.

8 Q. Can you tell me what the nature of
9 that case was?

10 A. I can't recall. It was 15-plus years
11 ago.

12 Q. Then just to refresh your
13 recollection, I'll go through some of the ground
14 rules so that you and I can create a clear record
15 today.

16 If at any time I ask you a question
17 that's not clear to you, please tell me that, and I
18 will try to rephrase it.

19 If you answer a question, I will
20 assume that you've understood it.

21 Please wait until I finish my
22 questions to answer them. Among other things, that
23 makes the court reporter's job much easier.

24 Your attorney may object to my
25 questions from time to time. However, you should

1 Q. And she's also DMI counsel in this
2 case?

3 A. Yes.

4 Q. Do you have any notes in front of you
5 right now?

6 A. I do.

7 Q. Can you tell me what they are
8 generally.

9 I can tell you that we're entitled to
10 see them. I'm not going to --

11 A. I understand.

12 Michael Gill has already provided --
13 or been provided a copy.

14 MR. COHEN: Okay. All right. So we
15 will see that at some point, Michael?

16 MR. GILL: If you would like them, you
17 can get them.

18 MR. COHEN: Very good.

19 BY MR. COHEN:

20 Q. Do you have any documents or notes up
21 on your computer, Mr. Braun?

22 A. I do not.

23 Q. Is anybody else in the room with you?

24 A. No.

25 Q. Where are you right now? Is that your

1 But he can answer his understanding.

2 THE WITNESS: My understanding is
3 Dovenmuehle is not the note holder.

4 BY MR. COHEN:

5 Q. And can you explain that any further?

6 A. Dovenmuehle is a subservicer
7 performing a function for a note holder.

8 Q. And with respect -- strike that.
9 At the end of the first paragraph
10 under section 1, it says there that the lender is
11 Taylor, Bean & Whitaker Mortgage Corp.

12 Do you see that?

13 A. I do.

14 Q. Now, we, sitting here today, I
15 believe, do not know whether the lender as of 2016
16 was still Taylor, Bean & Whitaker Mortgage Corp, but
17 let's assume that it was. In that instance, is it
18 your belief that Taylor, Bean & Whitaker, as opposed
19 to DMI, would have been the note holder?

20 A. Correct.

21 Q. Let's go to the bottom of the second
22 page of this exhibit, and initially I am concerned
23 with paragraph 10 which reads "Uniform secured note.
24 This note is a uniform instrument with limited
25 variations in some jurisdictions."

1 Do you see that, Mr. Braun?

2 A. I do.

3 Q. In your experience, are your
4 borrowers' notes generally uniform instruments with
5 limited variations in some jurisdictions?

6 A. I believe they are.

7 Q. At the very bottom of that page, it
8 reads "Multistate fixed rate note - single family -
9 Fannie Mae/Freddie Mac uniform instrument."

10 Do you see that?

11 A. I do.

12 Q. Does that indicate to you that at
13 least with respect to this particular form of note
14 there are no variations from North Carolina?

15 A. I don't know if there are any
16 variations for North Carolina. I --

17 Q. Are you --

18 A. I'm sorry.

19 Q. Are you aware of any variations in
20 form notes that are unique to North Carolina?

21 A. I am not.

22 Q. All right. Just for the record, on
23 page 3 you see a signature immediately above a line
24 that says George W. Custer.

25 Do you see that?

1 misunderstanding each other.

2 A. No, I don't know if we are.

3 You earlier asked when I started in --
4 when I started with Dovenmuehle and when I started
5 current responsibilities.

6 Q. Understood.

7 A. So when I started at Dovenmuehle, I
8 had a different position, so I wouldn't have been
9 involved in this decision. So there's a gap of four
10 or five years.

11 Q. Understood.

12 Okay. So is it the case that when you
13 assumed your current position some time early in the
14 aughts, for lack of a better term -- you said you've
15 been in your position for 20-plus years. So
16 approximately 2003, you assumed your current
17 position?

18 A. I believe that's fairly accurate, yes.

19 Q. Okay. As of that date, DMI was
20 already making phone payment available to its
21 borrowers and charging them for that; is that
22 correct?

23 A. I believe so.

24 Q. Okay. We will look at some point
25 today at some materials from Speedpay. To your

1 compliance.

2 Q. Ms. Smith will have the pleasure of
3 speaking to me on Monday, so I suppose I can find
4 out a great deal more from her.

5 At any time in the last 20 years, has
6 DMI ever done any type of analysis to assess the
7 effectiveness -- strike that -- any analysis of loss
8 in revenues surrounding its collection of phone
9 payment fees?

10 A. Analysis of revenues?

11 Q. Any exercise directed at determining
12 the cost effectiveness for DMI of imposing phone
13 payment fees.

14 A. Not to my knowledge.

15 Q. At any time has DMI undertaken to
16 calculate the costs associated with accepting phone
17 payments?

18 A. Not to my knowledge.

19 Q. Were you aware of whether the --
20 strike that.

21 We saw on this notice to Mr. Custer
22 that at least as of 2018, telephone payments were
23 9.50 for using the automated system and 11.50 when
24 speaking to a live representative.

25 Are you aware of those dollar figures

1 being different at any point?

2 A. Yes.

3 Q. Okay. Now, they have been at that
4 level for several years, I believe. Were they
5 prior -- were they previously -- well, strike that.

6 Are you aware of them ever having been
7 higher than that?

8 A. No.

9 Q. And what do you recall with respect to
10 them being less? Do you remember approximately when
11 that was?

12 A. I guess 15-plus years ago.

13 Q. Were you involved in the events that
14 resulted in them being raised to their current
15 levels?

16 A. Yes.

17 Q. And what was your role at that point?

18 A. As part of the committee, it was
19 discussed.

20 Q. Do you mean the operations committee?

21 A. Yes.

22 Q. Did the operations committee at that
23 stage do any analysis of how that change would
24 affect DMI's revenues and costs?

25 A. No.

1 Q. Do you recall what prompted in general
2 terms the committee to make that change?

3 A. Yes.

4 Q. What was it?

5 A. Industry survey.

6 Q. And when you say that, did you
7 determine that other mortgage servicers were at that
8 point charging more than DMI for this service?

9 A. Yes.

10 MR. COHEN: Go to Exhibit 8.

11 (Whereupon, Exhibit 8 marked
12 for identification.)

13 BY MR. COHEN:

14 Q. Exhibit 8 is a 59-page document. The
15 Bates number on the first page ends in 1054. The
16 heading at the top reads "Loan Activity - All Notes
17 5/1/2023 to 9/30/2023."

18 Below and to the right of that it
19 reads (as read) "Borrower name: George Custer."

20 Do you see all that, Mr. Braun?

21 A. I do.

22 Q. Is this a type of document you've seen
23 in the course of your business at DMI?

24 A. I have not.

25 Q. Do you have any idea what this -- who

1 BY MR. COHEN:

2 Q. Exhibit 9 is a four-page document with
3 a Bates number ending in 1374 at the bottom of the
4 first page. It reads at the top Mortgage Statement.
5 Statement date, 9/12/2023. Addressed on the left
6 side to George Custer.

7 Do you see all that, Mr. Braun?

8 A. I do.

9 Q. If we go down the first page, there is
10 a box with a heading Transaction Activity -- thank
11 you -- which includes a list of transactions between
12 8/17/2023 and 9/12/23.

13 The very last transaction is on
14 September 8th, which is the date of that entry we
15 saw in the last exhibit, and it's a payment in the
16 amount of 416.28 from Mr. Custer, but there is no
17 reference to a fee of 11.50.

18 Do you see all that, Mr. Braun?

19 A. I do.

20 Q. Now, five -- four lines up from the
21 payment, there is a reference to a property
22 inspection fee and a charge for that.

23 Do you see that, Mr. Braun?

24 A. I do.

25 Q. Do you know whether its DMI's practice

1 to not reference phone payment fees on mortgage
2 statements?

3 A. I do.

4 Q. Okay. What can you tell me about
5 that?

6 A. The pay-by-phone fee is not referenced
7 on mortgage statements.

8 Q. Do you know why that's the case?

9 A. Because I believe it's collected by
10 Speedpay, Western Union, ACI or whatever they're
11 calling themselves today.

12 Q. And so as far as you know, DMI does
13 not put it on mortgage statements because somebody
14 else is collecting the fee; is that correct?

15 A. Correct.

16 MR. COHEN: Now would be a good time
17 for a break, I think, and why don't we go off
18 the record.

19 VIDEOGRAPHER: The time is 10:43.
20 We're off the record.

21 (Recess taken.)

22 VIDEOGRAPHER: The time is 10:53.
23 We're back on the record.

24 MR. COHEN: Let's look at Exhibit 10.
25

1 (Whereupon, Exhibit 10 marked
2 for identification.)

3 BY MR. COHEN:

4 Q. Exhibit 10 is a 16-page document with
5 a Bates number ending in 1998 on the first page. At
6 the top of the first page, it reads Speedpay Master
7 Services Agreement, Speedpay Hosted. In a box below
8 that on the right side, it identifies the contact as
9 Glen Braun, senior vice president, and at the bottom
10 left is a signature and a date of 2/3/2011 with
11 Mr. Braun's name.

12 Mr. Braun, do you recall having seen
13 this document before?

14 A. Yes.

15 Q. Did you see it in the course of your
16 preparation for this deposition?

17 A. No.

18 Q. Do you recall signing a contract on
19 behalf of DMI -- excuse me -- a contract with
20 Speedpay on behalf of DMI in or around 2011?

21 A. Sorry. You're saying do I recall when
22 I signed this exact document?

23 Q. Well, do you recall generally entering
24 into some type of agreement with Speedpay around
25 2011?

1 Q. Is that a service that Speedpay has
2 provided to DMI at any point?

3 A. No, not that I'm aware of.

4 Q. Are there any other types of reports
5 that Speedpay provides to DMI on a regular basis?

6 A. Not that I'm aware of.

7 Q. Let's go down to the second page. The
8 heading at the top reads Speedpay Internet Payment
9 Solution.

10 Is that a service that you are
11 familiar with, Mr. Braun?

12 A. I am not.

13 Q. Does DMI allow borrowers to pay --
14 make their monthly payments online?

15 A. We do.

16 Q. Is that via the DMI website or another
17 party's website?

18 A. The DMI website.

19 Q. Is Speedpay involved in any fashion
20 with the management of that part of DMI's website?

21 A. They are not.

22 Q. Is any outside vendor involved in the
23 management of that portion of DMI's website?

24 A. No vendor is involved.

25 Q. So does DMI have in-house information

1 technology staff who are responsible for management
2 of the website?

3 A. We do.

4 MR. COHEN: Let's go to Exhibit 12.
5 (Whereupon, Exhibit 12 marked
6 for identification.)

7 BY MR. COHEN:

8 Q. Exhibit 12 is a one-page Speedpay
9 brochure with a Bates number ending in 2121. The
10 heading reads Speedpay Comprehensive Payment
11 Solution.

12 Have you ever seen this document,
13 Mr. Braun?

14 A. I have not.

15 Q. Are you familiar with a Speedpay
16 service that it refers to as Comprehensive Payment
17 Solution?

18 A. I am not.

19 Q. I just want to be clear. To your
20 knowledge, Speedpay has no role in and no connection
21 to the DMI website; is that correct?

22 A. To my knowledge, that is correct.

23 Q. While we're on the page, there is a
24 heading that reads Equifax Check Guarantee and goes
25 on, "The Speedpay system can be programmed to

1 interface with Equifax's check guarantee service."

2 Do you see that?

3 A. I do.

4 Q. Does DMI use Equifax's check guarantee
5 service?

6 A. We do not.

7 MR. COHEN: Let's go to Exhibit 13.

8 (Whereupon, Exhibit 13 marked
9 for identification.)

10 BY MR. COHEN:

11 Q. Exhibit 13 is a two-page document with
12 a Bates number ending in 2019 at the bottom of the
13 first page.

14 Mr. Braun, do you see documents
15 similar to the first page in the regular course of
16 your business?

17 A. I do.

18 Q. And this appears to be an invoice from
19 ACI Payments, Inc. Is ACI, to your knowledge, the
20 parent or owner of Speedpay?

21 A. Yes, to my knowledge.

22 Q. Now, in the chart that's a little bit
23 lower on the page, the first entry reads "ACI
24 Speedpay_NextGen_Biller_Paid_Return ACH CT," and the
25 charge for that service is \$2,875.

1 A. Yes.

2 Q. Let's go down to the next page, and
3 this is a separate invoice from another date. The
4 description reads "ACI Speedpay_NextGen_Biller_Paid
5 IVR Minute Count" and it has a telephone number.

6 Do you have an understanding as to
7 what that line item references?

8 A. I do.

9 Q. And what's that?

10 A. That's the charge for the IVR service.

11 Q. And the quantity to the right of that
12 reads 94,425.63.

13 Do you have any understanding as to
14 what that references?

15 A. I believe it's CPU seconds for
16 processing or the computer time.

17 Q. No, I understand.

18 A. Okay.

19 Q. I was wondering how you would be able
20 to explain that being a decimal figure. Now I know.

21 And the unit price is, to your
22 understanding, the charge per CPU second pursuant to
23 DMI's current agreement with ACI?

24 A. Yes.

25 Q. Now, these two statements that DMI

1 Speedpay is involved? Let me rephrase that.

2 If a Speedpay payment is rejected,
3 does DMI have to deal with issues surrounding that
4 in addition to Speedpay having to deal with issues
5 surrounding that?

6 A. Yes.

7 Q. Understood.

8 The next line on this invoice, line 2,
9 reads "ACI Speedpay_NextGen_Biller_Paid ACH Payment
10 All CT." And there's a quantity of 49,335 and a
11 unit price of 25 cents and an amount of \$12,333.75.

12 Do you see that?

13 A. I do.

14 Q. And is that line item for the -- for
15 all Speedpay payments that were accepted during that
16 month?

17 A. I would have to believe, yes.

18 Q. But you don't know either way?

19 A. I have not verified the count of
20 49,335.

21 Q. Understood.

22 I'm not asking you to verify that that
23 was the correct quantity for that month, but is it
24 your understanding generally on these invoices
25 that's what this description references?

1 produced for the purposes of this litigation are the
2 only ACI statements it produced.

3 Is it -- to your knowledge, has DMI
4 received invoices similar to these from ACI on a
5 monthly basis in recent years?

6 MR. GILL: Objection to the form of
7 that question. Assumes facts not in
8 evidence.

9 You can answer.

10 THE WITNESS: Yes.

11 BY MR. COHEN:

12 Q. At any point have you been involved in
13 negotiations or discussions with ACI as to these
14 unit prices for these services?

15 A. I don't recall but suspect I would
16 have been.

17 Q. Do you recall approximately how long
18 it has been since you've discussed these unit
19 prices -- or strike that.

20 Do you recall approximately how long
21 it's been since these unit prices were charged?

22 A. I do not.

23 MR. COHEN: Let's go to Exhibit 14.

24 (Whereupon, Exhibit 14 marked
25 for identification.)

1 BY MR. COHEN:

2 Q. You understand the question,
3 Mr. Braun?

4 A. I do, I believe so.

5 Have we charged any other fees than
6 the two that are represented on the schedule related
7 to pay-by-phone services? Is that the question?

8 Q. Related to paying monthly mortgage
9 payments by any means.

10 MR. GILL: Still object to the form of
11 the question.

12 THE WITNESS: No other fees.

13 BY MR. COHEN:

14 Q. Other than the types of charges we saw
15 in those monthly statements from ACI, are there any
16 other costs to DMI to process phone payments?

17 MR. GILL: I didn't hear the end of
18 that question.

19 BY MR. COHEN:

20 Q. Are there -- other than the payments
21 to ACI we saw on those statements that were in
22 Exhibit 13, are there any other costs to DMI for
23 processing telephone payments?

24 A. Yes.

25 Q. And what would those be?

1 A. Costs related to a customer service
2 representative, management oversight, personnel
3 training, compliance oversight, the actual phone
4 system and call recordings, technology support on
5 Dovenmuehle's side, communication expenses, quality
6 control staff, quality control pay-by-phone
7 oversight of the actual transactions, amortization
8 of purchased equipment, expense of leased equipment,
9 corporate insurance, disaster recovery, and backup
10 expenses.

11 MR. COHEN: I believe I got all of
12 those with the exception of one.

13 Ms. Reporter, can I trouble you to
14 read back that answer to me?

15 COURT REPORTER: Sure.

16 (Court reporter read back as follows:

17 Answer, "Costs related to a customer
18 service representative, management oversight,
19 personnel training, compliance oversight, the
20 actual phone system and call recordings,
21 technology support on Dovenmuehle's side,
22 communication expenses, quality control
23 staff, quality control pay-by-phone oversight
24 of the actual transactions, amortization of
25 purchased equipment, expense of leased

1 equipment, corporate insurance, disaster
2 recovery, and backup expenses.")

3 MR. COHEN: All right. Thank you,
4 Ms. Reporter.

5 BY MR. COHEN:

6 Q. Customer service representatives, you
7 would have to hire them even if you did not use
8 pay-by-phone services; is that correct?

9 MR. GILL: Objection to the form of
10 the question.

11 But you can answer.

12 THE WITNESS: Yes.

13 BY MR. COHEN:

14 Q. So they spend some portion of their
15 time dealing with pay-by-phone requests; correct?

16 A. Correct.

17 Q. Management oversight. Is there a
18 person whose oversight duties are strictly limited
19 to pay-by-phone issues?

20 A. No.

21 Q. With respect to training, does DMI
22 hold training sessions limited to pay-by-phone
23 issues?

24 A. Limited?

25 Q. Yes.

1 A. No.

2 Q. Compliance. Is there a person in
3 DMI's compliance department who is responsible
4 strictly for pay-by-phone issues?

5 A. Strictly, meaning nothing other?

6 Q. Correct.

7 A. I'm sorry. Did you respond?

8 Q. Yes, that is -- that is what I was
9 getting at.

10 A. Oh.

11 Q. Is there a person who's responsible
12 for nothing other than pay-by-phone issues?

13 A. No.

14 Q. Your telephone system, to your
15 knowledge, is there an aspect or a part of that
16 system that is strictly used for pay-by-phone
17 purposes?

18 A. To my knowledge, no.

19 Q. With respect to your information
20 technology expenses, is there any portion of them
21 that is definable as strictly related to
22 pay-by-phone technology?

23 A. To my understanding, no.

24 Q. Communication expenses, and by that
25 I -- well -- hmm.

1 When you say "communication expenses,"
2 are you referring strictly to telephone lines?

3 A. Or other data transmission lines.

4 Q. Are there any such lines that are
5 used -- whether it's phone lines or data
6 transmission lines that are used strictly for
7 pay-by-phone purposes?

8 A. Not to my knowledge.

9 Q. Is there any quality control staff
10 that is -- or is there any quality control staff
11 person whose job duties are strictly limited to
12 pay-by-phone issues?

13 A. Yes.

14 Q. And these are DMI employees?

15 A. Correct.

16 Q. And approximately how many staff
17 people, to your knowledge, are responsible strictly
18 for quality control related to pay-by-phone?

19 A. Two or three.

20 Q. You mentioned quality control with
21 respect to pay-by-phone transactions and recording
22 those transactions. Is there a staff person at DMI
23 who is strictly responsible for those transactions?

24 MR. GILL: Object to the form of the
25 question.

1 You can answer it if you understand
2 it.

3 THE WITNESS: No.

4 BY MR. COHEN:

5 Q. You referenced amortization of
6 equipment. Is there any equipment that DMI has
7 purchased that is dedicated strictly to processing
8 pay-by-phone transactions?

9 A. No.

10 Q. You mentioned leased equipment. Is
11 there any equipment that DMI has leased strictly for
12 the purpose of processing pay-by-phone transactions?

13 A. No.

14 Q. You mentioned corporate insurance. Is
15 there an additional expense that DMI has had to pay
16 for insurance as a result of processing pay-by-phone
17 transactions?

18 A. No.

19 Q. Disaster recovery. Has DMI had to
20 take steps above and beyond what it otherwise would
21 have taken to prepare for disaster recovery relating
22 to pay-by-phone issues in particular?

23 A. I don't know.

24 Q. Backup expenses. Are you aware of any
25 identifiable expenses DMI has incurred to back up

1 pay-by-phone data separate and apart from other
2 types of data?

3 A. I can't answer that.

4 Q. So with respect to all these types of
5 expenses that you referenced, with the exception of
6 quality control staff, would it be fair to say that
7 pay-by-phone expenses constitute some portion of
8 expenses you would otherwise be incurring for other
9 purposes?

10 A. I don't understand the question.

11 Q. Let's use customer services
12 representatives as an example. You testified that
13 even if you did not offer pay-by-phone services, you
14 would still have to employ customer service
15 representatives for other purposes; is that correct?

16 A. Correct.

17 Q. And with respect to management
18 oversight, I believe you testified that there is not
19 a management person whose oversight responsibilities
20 are strictly limited to pay-by-phone issues; is that
21 correct?

22 MR. GILL: Objection. Asked and
23 answered.

24 You can answer it again.

25 THE WITNESS: Yes.

1 BY MR. COHEN:

2 Q. So is it the case that -- is it the
3 case that there is not an identifiable manager whom
4 DMI employs but for the fact that it offers
5 pay-by-phone services?

6 MR. GILL: Can I get that question
7 read back, please?

8 (Court reporter read back as follows:

9
10 Question, "So is it the case that --
11 is it the case that there is not an
12 identifiable manager whom DMI employs but for
13 the fact that it offers pay-by-phone
14 services?")

15 MR. GILL: Objection to the form.
16 But you can answer it.

17 THE WITNESS: In my opinion, the
18 question is misleading.

19 Dovenmuehle employees dozens of
20 managers, hundreds of employees. If we
21 didn't provide this service, a percentage of
22 those employees would not be needed.

23 BY MR. COHEN:

24 Q. Understood.

25 Have you or anybody else at DMI ever

1 undertaken to measure that percentage?

2 A. No.

3 Q. And with respect to customer service
4 representatives, has anybody at DMI ever undertaken
5 to measure the percentage of their time they expend
6 dealing with pay-by-phone issues?

7 A. No.

8 Q. And with respect to all these other
9 types of expenses you referenced which I hope I
10 don't need to go through again, are you aware of DMI
11 ever undertaking to measure the portion of those
12 expenses that are attributable to its offering
13 pay-by-phone services?

14 A. I am not.

15 MR. COHEN: Let's go to Exhibit 15.

16 (Whereupon, Exhibit 15 marked
17 for identification.)

18 MR. COHEN: Exhibit 15 is a two-page
19 document. The Bates number on the first page
20 ends in 2122. The heading is Amendment
21 Number 1 to the Speedpay Master Services
22 Agreement.

23 And if you could scroll down to the
24 top of page 2.

25 Mr. Technician, can you go to the top

EXHIBIT E

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

GEORGE CUSTER, Individually)
and on behalf of all others)
similarly situated,)
Plaintiff,) 4:24-cv-00306
vs.)
DOVENMUEHLE MORTGAGE, INC.,)
Defendant.

The videotaped teleconference 30(b)(6)
deposition of MATT BUDY, called for examination,
taken pursuant to the Federal Rules of Civil
Procedure for the United States District Courts,
taken before KAREN L. PILEGGI, CSR No. 84-3404, a
Notary Public, within and for the County of DuPage,
State of Illinois, Certified Shorthand Reporter
within and for the State of Illinois, Registered
Merit Reporter, at Chicago, Illinois,
September 10, 2025, at the approximate hour of 9:00
AM.
Job No. MDLG7567717

1 A. I believe twice.

2 Q. For approximately how long?

3 A. I believe the meetings were about two
4 hours.

5 Q. Do you have a computer screen of any kind
6 before you?

7 A. I have my laptop on the dock and then
8 it's connected to monitors over here.

9 Q. Are there any documents or notes related
10 to this case on any of your monitors?

11 A. No.

12 Q. Is anyone else in the room with you?

13 A. No.

14 Q. Where are you today? Are you in your
15 office, at home?

16 A. This is my office in the corporate
17 office, yeah.

18 MR. COHEN: James, could you put Exhibit 1 up
19 on the screen.

20 (WHEREUPON, a certain document was
21 marked Exhibit No. 1, for
22 identification, as of 09/10/2025.)

23 BY MR. COHEN:

24 Q. Mr. Budy, do you recall having seen this

1 document in the course of your preparation for
2 today's deposition?

3 A. Yes.

4 MR. COHEN: James, could you go to page 2 near
5 the bottom. We have an issue with this document.
6 The numbered pages don't match the pages of file.
7 This would be page 3 of the file. That's it.

8 BY MR. COHEN:

9 Q. Mr. Budy, do you see No. 1 near the
10 bottom reads, the process used to gather and
11 authenticate the data supplied in documents bearing
12 the Bates No. DMI Custer 1714?

13 Do you see that?

14 A. Yes.

15 Q. Are you prepared to testify about that
16 process today?

17 Let me make that easier for you. 1714,
18 as we will see, is a spreadsheet in which
19 Dovenmuehle tells us the names and dates of all the
20 borrowers who were charged pay-by-phone fees during
21 a certain period as listed.

22 Do you recall reviewing that document to
23 prepare for today's deposition?

24 A. Yes. If 1714 is the list of accounts

1 where a pay-by-phone fee was charged, yes.

2 Q. Let's go to the next page of the
3 document. Number 2, the information systems used by
4 you -- you meaning Dovenmuehle -- were customer
5 service, account management and servicing of the
6 loans held by borrowers, including -- and then it
7 goes into further detail there.

8 Did you prepare to testify as to this
9 subject matter today?

10 A. Yes. I'm prepared to testify to this
11 subject matter as it relates to the alleged facts in
12 the case.

13 Q. Understood.

14 MR. COHEN: The next page, please. One more
15 page. Sorry. There we go.

16 BY MR. COHEN:

17 Q. Number 3, your -- meaning Dovenmuehle's
18 -- servicing of plaintiff's loans -- plaintiff being
19 George Custer -- including -- and then it goes on
20 from there.

21 Did you prepare to testify as to this
22 subject matter today?

23 A. Yes, I did, as it relates to the alleged
24 facts in the case.

1 MR. COHEN: 9/8/23. I'm sorry. The date in
2 the second column from the right, 9/8/23.
3 September 8, 2023. You're a little bit below it
4 right now. Just about there. Okay.

5 BY MR. COHEN:

6 Q. In the row with the row number on the
7 left side of the screen, which I don't have. Let's
8 see.

9 MR. GILL: 8938, I believe.

10 MR. COHEN: Yes. Thank you. 8938
11 Custer/George.

12 BY MR. COHEN:

13 Q. Based on your understanding of this
14 database, Mr. Budy, would it be fair to say that
15 this database reflects that Mr. Custer paid a
16 pay-by-phone fee of \$11.50 on September 8th, 2023?

17 A. Can you repeat the question, please.

18 Q. Based on your understanding of what is in
19 this database, do you believe it would be fair to
20 say that George Custer paid a pay-by-phone fee of
21 \$11.50 on September 8th, 2023?

22 A. I believe it would be fair to say that a
23 pay-by-phone fee was paid on a payment made on the
24 loan that's associated with George Custer.

1 Q. Very good.

2 MR. COHEN: Can we go down to September 29th,
3 2023. There's Mr. Custer. Very good.

4 BY MR. COHEN:

5 Q. Based on your understanding of this
6 database, would it be fair to say that Mr. Custer,
7 or someone making payments on his behalf, paid a
8 pay-by-phone fee of \$11.50 on September 29th, 2023?

9 A. Yes.

10 MR. COHEN: Let's move on to Exhibit 3.

11 (WHEREUPON, a certain document was
12 marked Exhibit No. 3, for
13 identification, as of 09/10/2025.)

14 BY MR. COHEN:

15 Q. Exhibit 3 is another spreadsheet with a
16 Bates number ending in 2166. I am using the Excel
17 version as an exhibit. Like Exhibit 2, there is a
18 PDF version as well.

19 Mr. Budy, did you look at this document
20 in the course of preparing for today's deposition?

21 A. Yes, I did.

22 Q. Did you look at an Excel version or a
23 PDF?

24 A. Specifically, for my preparation, I

EXHIBIT F

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

GEORGE CUSTER,)	
)	
Plaintiff,	)	Civil No. 1:24-cv-00306-CCE-LPA
	)	Chief District Judge Catherine C. Eagles
v.	)	Magistrate Judge L. Patrick Auld
)	
DOVENMUEHLE MORTGAGE,	)	DEFENDANT’S RESPONSES AND
INC.,	)	OBJECTIONS TO PLAINTIFF’S
	)	SECOND SET OF
	)	INTERROGATORIES
Defendant.)	
)	
_____)	

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant Dovenmuehle Mortgage, Inc. (“DMI”) hereby submits its responses and objections to Plaintiff George Custer’s Second Set of Interrogatories (each, an “Interrogatory,” collectively, the “Interrogatories”). DMI has not completed its investigation of the facts relating to this case, discovery in this action, or preparation for trial. DMI therefore reserves all of its rights to supplement these responses and objections should more information become available.

OBJECTIONS

DMI incorporates by reference the General Objections, Responses and Objections to Definitions, and Responses and Objections to Instructions submitted in response to Plaintiff’s First Set of Interrogatories to Defendant Dovenmuehle Mortgage, Inc.

RESPONSES AND OBJECTIONS TO INTERROGATORIES

8. Describe in detail the information DMI used in the course of its decision to raise its Pay-to-Pay Fees from their prior amounts to \$11.50 for “Pay By Phone with Representative” calls and \$9.50 for “Pay by Phone without Representative” calls.

RESPONSE: In addition to its General Objections, incorporated herein, DMI specifically objects to this Interrogatory on the ground that it is overly broad and unduly burdensome and not proportionate to the needs of the case. DMI further objects to this Interrogatory as demanding the production of confidential business, financial, or customer information, or otherwise sensitive or competitive information.

Subject to and without waiving these objections, DMI responds that it made the decision to implement the above-described adjustments to its Pay-by-Phone fees after obtaining from DMI personnel market intelligence on the amount charged by others in the industry, and concluding that these adjusted amounts were in line with those charged by other industry participants.

Dated: September 10, 2025

MAYER BROWN LLP

/s/ Michael J. Gill

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*Lead Counsel for Defendant Dovenmuehle
Mortgage, Inc.; Special Appearances
Entered Pursuant to Local Rule 83.1(e)*

/s/ Benjamin F. Leighton

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Defendant Dovenmuehle Mortgage, Inc.*

EXHIBIT G

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA

-----:
GEORGE CUSTER, et al., :
Plaintiffs, :
vs. : CA No.
DOVENMUEHLE MORTGAGE, INC., : 1:24-cv-00306
Defendant. :
-----:

Deposition of MARCEL A. BRYAR

Remote Zoom

Friday, September 05, 2025

10:00 a.m.

Job No. PA-7564917

Pages 1 - 276

Reported by: Robert M. Jakupciak, RPR

1 to this case.

2 Q. For purposes of your expert
3 testimony in this case, are you claiming to
4 have subject matter expertise in any topic
5 other than those listed here on Exhibit 3?

6 A. No.

7 Q. I see that debt collection is
8 not a topic that is listed under your
9 subject matter expertise. Would you agree
10 with that?

11 A. Well, debt collection is part of
12 mortgage servicing standards and practices,
13 so I would consider it to be part of my
14 expertise.

15 Q. Do you consider convenience fees
16 to fall within your expertise?

17 A. For servicing purposes, yes.

18 Q. Do you consider compliance with
19 State debt collection laws and regulations
20 to fall within your expertise?

21 A. Yes.

22 Q. Do you consider setting fee

1 whether the pay-by-phone fee is a service
2 charge?

3 A. I'm sorry. I don't understand
4 your question.

5 Q. Is DMI's pay-by-phone fee a
6 service charge in your opinion?

7 A. I'm not sure what you -- if
8 there some technical meaning to the word
9 "service"? But the pay-by-phone service
10 offered by DMI is a service and they charged
11 for it.

12 Q. Are you offering an expert
13 opinion on whether Mr. Custer's mortgage
14 loan is a debt within the meaning of the
15 NCDCA, the North Carolina Debt Collection
16 Act?

17 A. I'm not offering a legal opinion
18 on that question.

19 Q. Are you offering any opinion on
20 whether Mr. Custer's loan was taken out for
21 personal family or household purposes?

22 A. I'm not offering an opinion on

1 I think my opinions are relevant to those
2 laws.

3 Q. If a borrower's loan agreement
4 does not specifically authorize pay-by-phone
5 fees, your opinion is that industry
6 standards, nevertheless, allow the servicer
7 to charge the pay-by-phone fees?

8 MR. GILL: Object to the form of
9 the question. Incomplete hypothetical. But
10 he can answer based on if he understands it.

11 A. I'm sorry. I think I
12 understand, but I'm not sure and I don't
13 want to make assumptions.

14 Q. I'll state it again and you can
15 let me know if you understand it or I need
16 to rephrase.

17 If a borrower's loan agreement
18 does not specifically authorize pay-by-phone
19 fees, do industry standards, nevertheless,
20 allow the charging of pay-by-phone fees to
21 that borrower?

22 MR. GILL: Same objection.

1 Incomplete hypothetical. But he can answer
2 it.

3 A. Well, there is some problems
4 with that hypothetical. First of all, the
5 standard uniform instrument for security
6 instruments, which is basically the mortgage
7 for a mortgage loan, says you can charge
8 fees for ancillary services.

9 Second, the fee at issue in this
10 case is not charged pursuant to the loan
11 agreements. It's a separate fee for a
12 service provided in connection with, at
13 least from an industry standards
14 perspective, in connection with payment on
15 the mortgage. But it doesn't get charged to
16 the borrower's loan account. It's a
17 separate fee.

18 I'm not providing a legal
19 opinion, but I don't see anything
20 inconsistent between the standard form
21 instrument, which Mr. Custer signed when he
22 got his loan, and the charging of fees for

1 pay-by-phone services.

2 Q. So in your view is there a
3 difference between industry standard and the
4 written agreement between the borrower and
5 the lender?

6 MR. GILL: Objection to the form
7 of the question. He can answer it.

8 A. I don't understand what you are
9 trying to get. The form of agreement that a
10 borrower signs is affected by industry
11 standards. When you sign a loan agreement,
12 it includes provisions that it will be
13 implemented in accordance with industry
14 standards. So the two are related to each
15 other.

16 Q. In your opinion a loan agreement
17 does not need to specifically reference
18 pay-by-phone fees for industry standards to
19 allow pay-by-phone fees. Is that an
20 accurate statement of your opinion?

21 A. I don't know if I would say it
22 that way. I think I explained this before.

1 agreements for mortgages. If you read the
2 loan agreement, Fannie Mae and Freddie Mac
3 write the uniform instruments used in the
4 industry. If you look at those, a security
5 instrument, for example, it will typically
6 indicate on the bottom this is a Freddie
7 Mac, Fannie Mae uniform instrument form.

8 I spent a lot of time thinking
9 about the language in those forms. They are
10 relatively short documents for the amount of
11 substantive area that they cover, and
12 everyone in the industry contemplates that
13 within the four corners of that document it
14 won't cover every eventuality and that the
15 servicing of the loan governed by those loan
16 agreements will also be governed by industry
17 standards.

18 Q. You have referred to those a
19 couple times as uniform. What do you mean
20 by that?

21 A. Fannie Mae and Freddie Mac --

22 MR. GILL: Before he answers,

1 could we get a clarification of what those
2 are?

3 MS. AIZPURU: That's a fair
4 question.

5 BY MS. AIZPURU:

6 Q. You referred to the standard
7 uniform instruments for security
8 instruments. So what do you mean by that,
9 standard uniform instrument for security
10 instruments?

11 A. So Fannie Mae and Freddie Mac
12 created template security instruments,
13 template mortgages, and what they said to
14 lenders is if you are going to make a
15 mortgage and you want to deliver it to us so
16 we will guarantee it, among other things,
17 you need to use our form.

18 Eventually they started calling
19 that form the uniform, when it comes to the
20 security instrument, the mortgage, they
21 started calling that the uniform security
22 instrument. If you look at security

1 agreements, even for loans that are not
2 guaranteed my Freddie Mac or Freddie Mac,
3 they make a reference specifically to the
4 uniform security instrument. Others may
5 not. But if you then read the language in
6 the security instrument, you will recognize
7 it as coming from the uniform security
8 instrument published by the GSEs.

9 Q. Do those templates generally
10 contain uniform terms that are then
11 replicated out across all of these GSE
12 backed mortgages?

13 A. They vary by state. If you go
14 to Fannie Mae's or Freddie Mac's websites,
15 they have one form of security instrument
16 for every state, territory. You can find
17 one for Samoa.

18 Q. I believe you. It's
19 interesting. So within North Carolina there
20 is a standard uniform mortgage agreement for
21 North Carolina?

22 A. Yes.

1 Q. And GSE-backed mortgages within
2 North Carolina would all use those same
3 template terms?

4 A. Yes.

5 Q. Does your report identify any
6 mortgage loan agreement that you contend
7 expressly authorizes pay-by-phone fees?

8 A. I think I quote Mr. Custer's
9 security instrument to the effect that it
10 does not bar the servicer from charging fees
11 for ancillary services. But otherwise I
12 don't have an opinion on that question.

13 Q. In all of your experience in the
14 mortgage industry have you ever seen a
15 mortgage agreement that expressly references
16 and authorizes pay-by-phone fees?

17 A. Well, forgive me for getting
18 metaphysical. When you sign a loan
19 agreement -- when you sign a loan agreement,
20 you sign two key documents; the promissory
21 note and the security note. The promissory
22 note is your promise to pay back the loan on

1 pay-by-phone service and not to go mail
2 routed or go automatic draw.

3 So whether or not he could
4 refinance his loan, try and find another
5 servicer, from an industry standards
6 perspective and what would be expected of a
7 borrower is irrelevant for purposes of this
8 case.

9 Q. So you agree that he couldn't
10 have just gone and found a new servicer;
11 right?

12 A. He could have found a new
13 servicer, but that's not the issue in this
14 case.

15 Q. I understand your view that it's
16 irrelevant, but I'm asking you whether it
17 would have been possible for him to switch
18 servicers without refinancing? And that's a
19 simple yes or no. Would it have been
20 possible?

21 A. Without a refinance, no.

22 Q. Thank you. Were you aware that

1 incurs a cost. Not just specific to the
2 transaction but in general.

3 Q. So my question is should the
4 pay-by-phone fee amount have any
5 relationship to the costs that DMI incurs in
6 processing pay-by-phone payments in order
7 for it to be reasonable?

8 A. Not necessarily. What drives
9 the reasonableness of a fee is what
10 basically the market for that service will
11 bear.

12 So, for example, the Department
13 of Veteran Affairs does not ask you how much
14 does it cost you and what's your return on
15 your fee. They said what is your standard
16 fee. It is up for a servicer to determine
17 whether they want to make, in light of what
18 the standard range of the fee is, whether
19 they are willing to make the investment to
20 support that option for their borrowers.

21 Q. In your opinion the fee amount
22 doesn't need to be tied to the costs?

1 down and try to calculate the total cost of
2 each transaction, you would be attributing
3 it to that cost.

4 Q. Did DMI have to operate a call
5 center even if they didn't accept mortgage
6 payments by phone?

7 A. Can you repeat the question.

8 Q. Did DMI need to maintain a call
9 center even if it did not accept payments by
10 phone?

11 A. Oh. Yes. Servicers generally
12 run call centers as a standard practice.
13 The cost of a call center is a function of,
14 at least in part, the number of things you
15 ask the call center to do.

16 You implement a pay-by-phone
17 service, you have got to invest in training
18 your people to handle that, you have got to
19 expect that it's going to take time for
20 those people to talk to customers about the
21 pay-by-phone service, and you are going to
22 assess your volume of calls, including your

1 to implement the service.

2 Q. In order to consider the costs
3 of implementing the service, don't you need
4 to know what the costs of implementing the
5 service is?

6 A. Yes. You need to figure out
7 what you think the cost is going to be per
8 transaction and you want to attribute your
9 overhead costs and direct costs for
10 particular transactions to each transaction.

11 I don't see DMI saying in this
12 response that they can't do that. They are
13 saying as of the time of this response, they
14 haven't done it and they may come back with
15 additional information.

16 Q. Is there a way mortgage
17 servicers can recoup costs other than by
18 passing those costs on to borrowers?

19 A. I don't understand your
20 question. Sorry.

21 Q. Would it be possible, for
22 example, for the costs of pay-by-phone

1 services to be built into negotiating a
2 larger servicing fee with the lender, or if
3 it's a sub-servicer, with the servicer?

4 A. So for servicing fees which are
5 charged, which are paid to MSRs, mortgage
6 servicing right-holders, those aren't
7 negotiable. Those are industry standard
8 depending on the product you are servicing,
9 you know I'm going to get paid this mortgage
10 service fee.

11 Sub-servicers get paid, I mean
12 the deals can be bespoke. In other words,
13 the terms can vary from deal to deal. But
14 generally sub-servicers are paid a fixed fee
15 per loan and sometimes based on the types of
16 work they need to do per loan.

17 In my experience I haven't seen
18 a sub-servicer negotiate a higher fixed fee
19 based on providing pay-by-phone services to
20 offset the cost of providing pay-by-phone
21 services. I haven't seen that in my
22 experience.

1 reasons for a service, including they find
2 some customers that's just the way they
3 want; they don't want to mail a check, they
4 don't want to authorize ACH and prefer to
5 pay-by-phone. So they make that available
6 to them.

7 Q. It's your opinion that DMI's
8 profits from the fee are within the range of
9 profits that servicers in the industry can
10 expect to receive from pay-by-phone fees?

11 MR. GILL: Objection to the
12 form. But he can answer to the extent he
13 has a view.

14 A. I haven't calculated that for
15 purpose of this case. Based on what -- and
16 my own experience in running operations like
17 the ones that DMI runs for providing a
18 service, I think they can earn a reasonable
19 return on the service based on the fees that
20 they are charging.

21 Q. And a reasonable return is a
22 profit; right?

1 A. Oh, yeah.

2 Q. In paragraph 60 of your report
3 you state: "It is generally accepted in the
4 mortgage industry that it is reasonable for
5 servicers to cover their costs and earn a
6 reasonable return when they invest in a new
7 ancillary or special service."

8 Do you see that?

9 A. I do.

10 Q. You are saying here that
11 pay-by-phone is a new service or that it was
12 new in 2023?

13 A. New in what sense?

14 Q. It's your report and your words,
15 so I'm asking you what is meant by a new
16 service here, if you are referring to DMI's
17 pay-by-phone service?

18 A. Well, here I mean a service for
19 that particular servicer is new. It's not
20 the first time they are offering the
21 service. The ability to offer the service
22 may have existed a long time before they

EXHIBIT H

DMI UNCHARGED PAY-BY-PHONE CONVENIENCE FEES (as of 1/9/25 with Last Revision 1/1/25)

DMI does not charge Pay-by-Phone convenience fees under the following conditions:

Step 1	Step 2		Step 3
Loans in all 50 states and DC that are: (i) subject to FDCPA; (ii) in RED, Bankruptcy or Foreclosure status; (iii) under SCRA protections; (iv) subject to UCCG or similar provisions, as identified by clients; or (v) FHA loans.	All loans in the following 13 states regardless of due date at boarding	States	All loans in North Carolina with an original PB less than \$300K
		DELAWARE	
		GEORGIA	
		IDAHO	
		IOWA	
		MARYLAND	
		MASSACHUSETTS	
		MICHIGAN	
		MINNESOTA	
		MISSOURI	
		NEW MEXICO	
		TEXAS	
		WASHINGTON	
		WEST VIRGINIA	



EXHIBIT I

PBP Screen Pop Procedure

CTI AGENT SCREEN POP UPDATED PAY-BY-PHONE (PBP) PROCEDURE

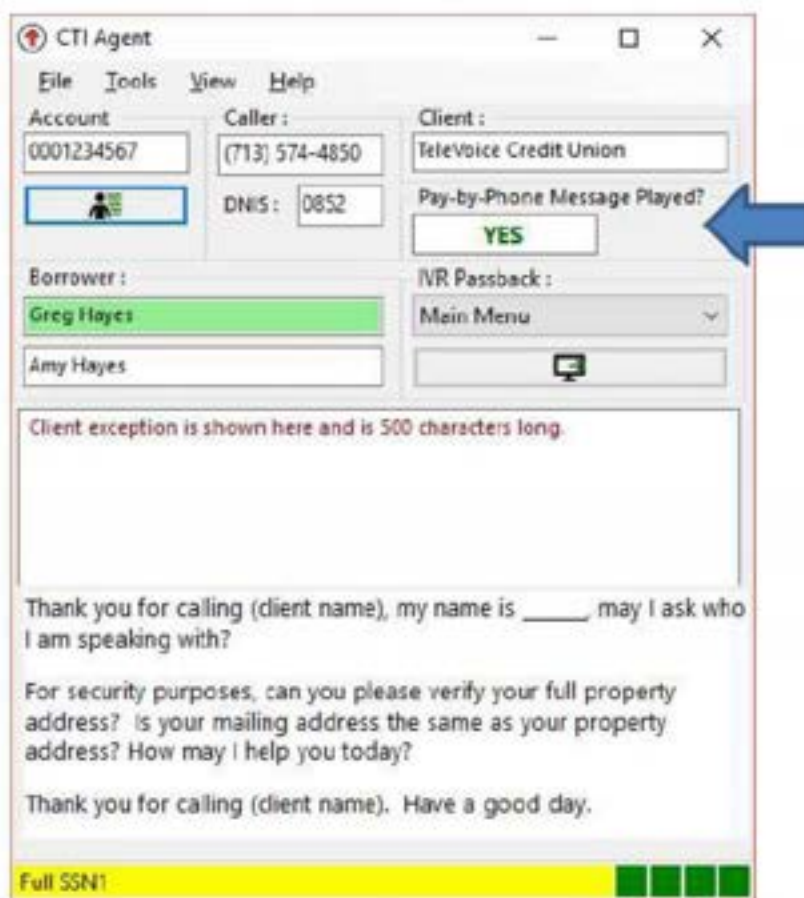
The current pay-by-phone procedure has been enhanced! The new method is more automated in order to assist you when taking a payment by phone. As you know, informing borrowers of *free* and *reduced fee* payment alternatives is very important from a borrower perspective as well as from a compliance/regulatory perspective. This new procedure will streamline this process.

New PBP Procedure :

When a borrower exits the automated IVR and requests to speak with a representative, they will hear a new menu with two options:

1. To make a payment by phone, press 1;
2. For all other requests, press 2.

When a borrower selects option 1 to make a payment by phone, they will immediately hear the recorded PBP disclaimer informing them of free payment options. When the call arrives at your workstation, your CTI Agent screen will indicate that the pay-by-phone message was played by a green **YES** appearing in the box titled "Pay-by-Phone Message Played?" It will look like this...



The screenshot shows the CTI Agent software window. The interface includes a menu bar (File, Tools, View, Help) and several data entry fields. A blue arrow points to the 'Pay-by-Phone Message Played?' field, which contains the word 'YES' in green. Other fields include 'Account' (0001234567), 'Caller' ((713) 574-4850), 'Client' (TeleVoice Credit Union), 'DNIS' (0852), 'Borrower' (Greg Hayes), and 'IVR Passback' (Main Menu). A large text area at the bottom contains a client exception message and a script for the agent to read.

Account	Caller :	Client :
0001234567	(713) 574-4850	TeleVoice Credit Union
	DNIS : 0852	Pay-by-Phone Message Played?
		YES
Borrower :	IVR Passback :	
Greg Hayes	Main Menu	
Amy Hayes		

Client exception is shown here and is 500 characters long.

Thank you for calling (client name), my name is ____ may I ask who I am speaking with?

For security purposes, can you please verify your full property address? Is your mailing address the same as your property address? How may I help you today?

Thank you for calling (client name). Have a good day.

Full SSN1

When this happens and the borrower asks you to process a PBP, you do **NOT** have to conference in the PBP message because the borrower already heard it - the green **YES** indicates that. Simply proceed with processing the PBP.

When a borrower selects option 2 for all other requests, or is a VIP borrower that did not go through the automated IVR, the recorded PBP message will not play. When the call arrives at your workstation, your CTI Agent screen will indicate that the pay-by-phone message was not played by a red box with the word **NO** appearing in the area titled "Pay-by-Phone Message Played?" It will look like this...



When this happens and the borrower asks you to process a PBP, inform the borrower:

"Before processing your request, I am required by law to play a short announcement explaining all of the payment options and fees. I will return after the message to discuss how you would like to proceed. Please hold..."

At this point, you MUST play the message by either clicking the **Purple Button that reads EN** for the English recording or the **Orange Button that reads SP** for the Spanish recording.



(Note: You *no longer* need to conference in the special extensions using your phone!)

When you click on either box to play the message, you will notice that the red box with a **NO** changes to a white box with a **YES**, indicating that you played the PBP message. Please remember, this is a conference call and the borrower can hear you. When the message completes it will automatically disconnect. Confirm that the borrower would like to proceed and if so, process the PBP.

When a borrower/loan is exempt from the PBP fee (SCRA, Discover Loans, and certain other conditions) the PBP indicator on MSP will appear as follows:



If a borrower whose loan is exempt from the PBP fee uses the automated IVR and requests to speak with a representative, they will **not** hear the new menu with the two new options tied to the PBP message. When the call arrives at your workstation, your CTI Agent screen will indicate a blue **EXEMPT** in the box titled "Pay by Phone Message Played?" It will look like this...

A screenshot of the "CTI Agent" software window. The window has a menu bar with "File", "Tools", "View", and "Help". Below the menu bar are several fields for call information: "Account" (0001234567), "Caller:" ((713) 574-4850), "Client:" (TeleVoice Credit Union), "DNIS:" (0852), "Borrower:" (Greg Hayes), and "IVR Passback:" (Main Menu). A button labeled "Pay-by-Phone Message Played?" is highlighted with a blue arrow pointing to it; the button itself contains the word "Exempt" in blue text. Below these fields is a large text area containing a red warning message: "Client exception is shown here and is 500 characters long." At the bottom of the window, there is a yellow bar labeled "Full SSN1" followed by four green squares. The main text area of the window contains a script for the agent to follow, including a greeting, a request for the caller's name, a security verification question, and a closing statement.

Since the loan is exempt from the PBP fee, simply proceed with processing the PBP.

IMPORTANT NOTE:

- Ø A fee exempt loan that does NOT authenticate in the IVR and does NOT have a client level fee exemption (like Discover) will have a YES or NO in the PBP message box, *instead of EXEMPT*. Again, this is because they did not authenticate in the IVR or have a client level exemption. When you view the loan in MSP, you always need to verify if a "No PBP Fee" indicator appears on the loan . If it does, the PBP message does not need to be played because the loan is exempt from the fee.

EXHIBIT J

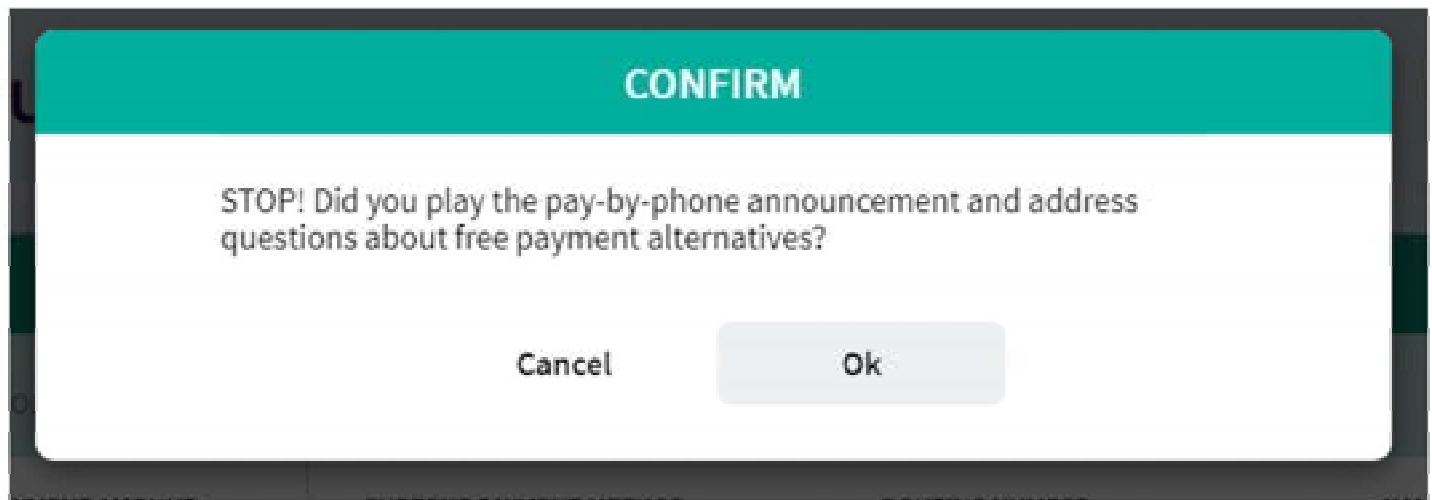
Pay By Phone Training

****PLAY THE PBP RECORDING IN THE CLASS.****

When making a payment over the phone and there is a FEE, all the payment options must be disclosed by playing the PBP MESSAGE through the screen pop. VRU: \$9.50 CSR: \$11.50

When you go to make a payment in Nexgen if the caller must pay a fee a pop up will come up asking if the PBP announcement was played.

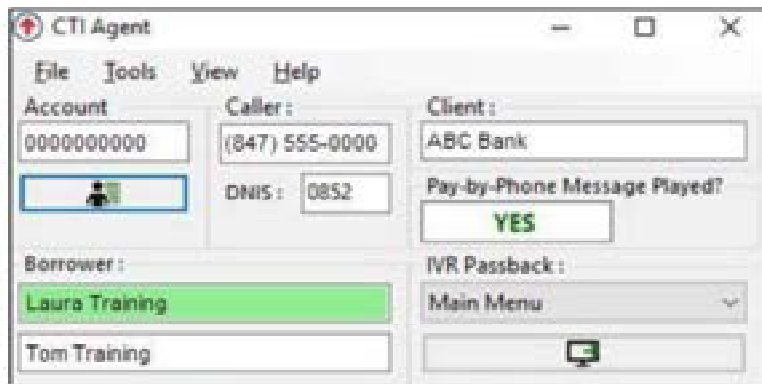
DO NOT click OK until you have confirmed the announcement was played. *(Note for trainers -- EMPATHIZE, do not just click OK without checking CTI. Double check that the message was played.)*



Your screen pop will advise if the PBP message has been played or not.

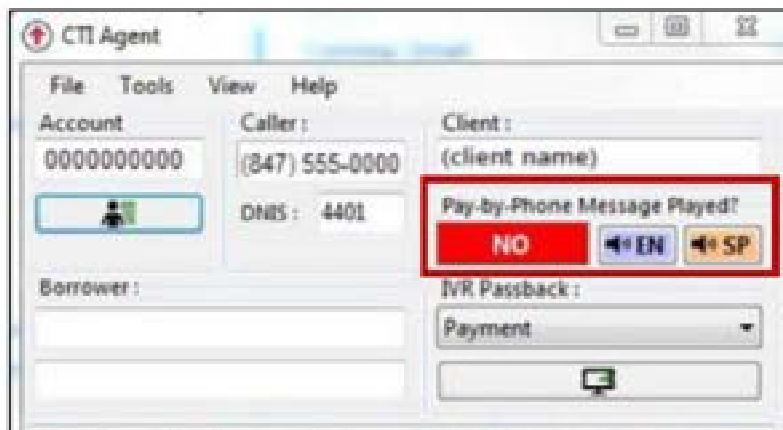
- If screen pop is not properly working, make sure to advise WAH, your supervisor, and your AM.

If the screen pop states YES, the caller listened to the PBP message through the automated system.



The screenshot shows the CTI Agent application window. It has a menu bar with 'File', 'Tools', 'View', and 'Help'. Below the menu bar, there are several input fields: 'Account' with the value '0000000000', 'Caller:' with '(847) 555-0000', and 'Client:' with 'ABC Bank'. There is a button with a person icon. Below that, 'Borrower:' is set to 'Laura Training' (highlighted in green), and 'Tom Training' is listed below it. On the right side, the 'Pay-by-Phone Message Played?' field shows 'YES' in green. Below that is 'IVR Passback:' set to 'Main Menu' with a dropdown arrow. At the bottom right is a button with a computer monitor icon.

If the screen pop states NO the PBP message has not been played, the caller stated in the beginning of the call they did not want to make a payment.



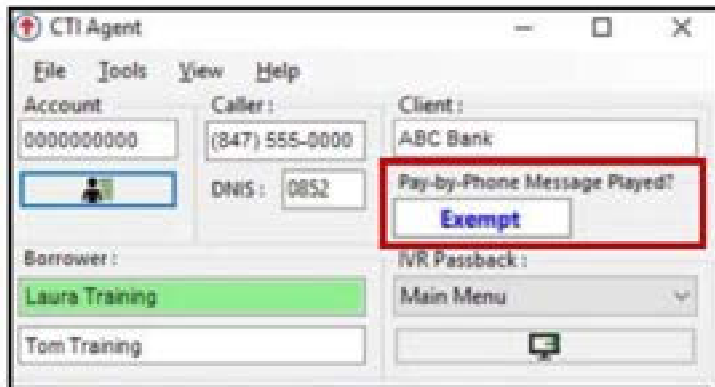
This screenshot shows the CTI Agent application window with a different state. The 'Account' is '0000000000', 'Caller:' is '(847) 555-0000', and 'Client:' is '(client name)'. The 'Borrower:' field is empty. The 'Pay-by-Phone Message Played?' field shows 'NO' in red. This field and its associated buttons ('NO', 'EN', 'SP') are highlighted with a red rectangular box. Below this, 'IVR Passback:' is set to 'Payment' with a dropdown arrow. The same menu bar and bottom button are present.

Reminders for CTI/Screen pop.

Loan Examples – 1461043125 (PBP Fee), 1457188678 (No PBP Fee)

- When the screen pop is red and empty, you are required to enter the loan number into the CTI/Screen pop.
 - a. Once the loan number is entered click on the button below where you entered the loan number that looks like a man.
 - b. The PBP message option should come up so you can play the recording.
- Even if the caller is an unauthorized 3rd party who is making the payment using their personal checking account, we are required to play the PBP message providing the payment options.
- Any payments made over the phone such as monthly payments, escrow, principal, and any fees on the loan you are required to play the PBP message if the caller is going to be charged a PBP fee.

- If Screen pop shows exempt, then the PBP fee is exempt, and you will not play the message.



On MSP at the top of the screen it will also show if the loan is exempt from the PBP fee.



If your screen pop does not give the option to play the PBP recording, we can still help!
To manually play the PBP recording follow the below steps.

- Hit CONF (conference) button.
- Dial extension 5656 for English or 3535 for Spanish
- Enter your 5-digit agent ID followed by # (you can enter this immediately without listening to the instructions).
- As soon as you hear the beep, hit the appropriate button on your phone to conference the caller with you and they can hear the announcement.

When the announcement completes, it will *automatically disconnect*. NO need to press any other buttons. Ask the caller if they have any questions or if they would like to proceed.

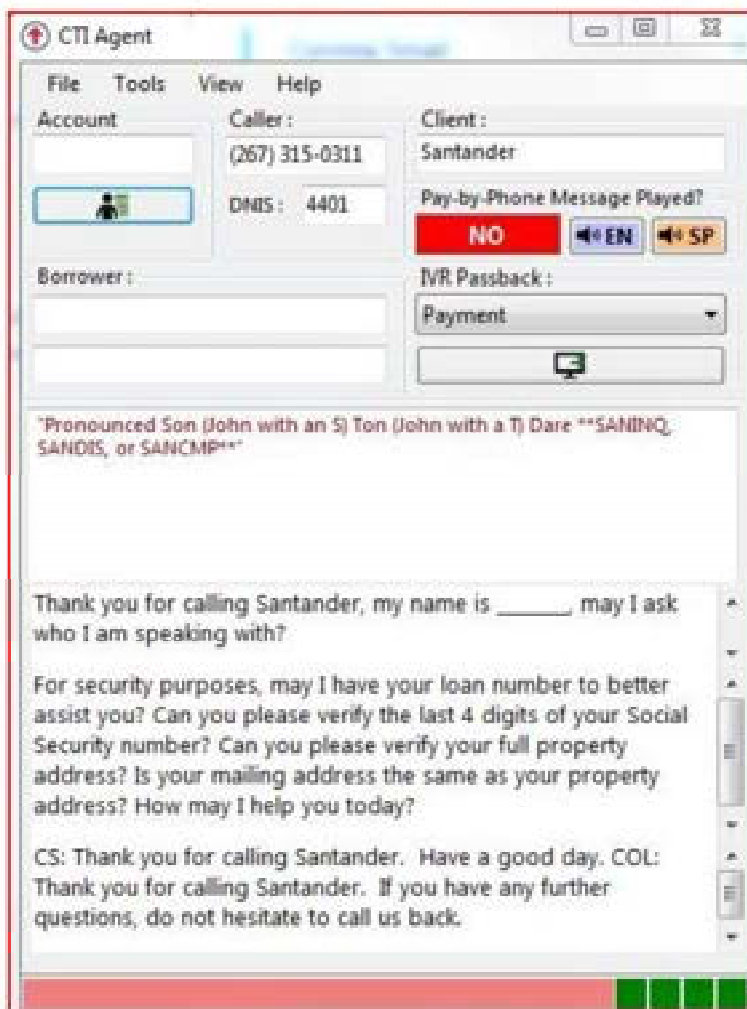
Ask the caller if they heard the message when you are back with the caller.

Transferring the caller to the VRU

Once the caller has listened to the PBP message if they would prefer to pay the \$9.50 fee through the VRU then you will transfer them back.

There are two different ways to do this.

1. Transfer the caller to x3216.
2. On your Screen pop it has the IVR Passback option.
 - a. Click on the Main Menu drop down.
 - b. Select Payment
 - c. Then click on the button with a picture of a computer screen with an arrow.



FAQ

1. What are the two different PBP options and fees?
 - a. \$9.50 through the VRU and \$11.50 with a representative.
2. If a 3rd party calls in, are they required to listen to the PBP announcement?
 - a. Yes, if we are going to charge a fee, the PBP announcement advising all the free payment options must be played.
3. The caller states they want to go back to the VRU to make the payment, do you have to play the PBP announcement before transferring them?
 - a. Yes, the PBP announcement will not play when the CSR transfers the caller back to the VRU.
4. If my screen pop is not working, how do I play the announcement manually?
 - a. On your phone you will conference using extension 5656 for English and 3535 for Spanish.
5. If the CSR does not play the announcement, how many points are marked off on a monitor?
 - a. All of them, that is an auto zero.

EXHIBIT K

Property Address:	2985 TATE CITY RD HANSVILLE NC 28904
Account Number	5683
Payment Due Date	10/01/2023
Amount Due	\$3,058.17
<i>If payment is received after 10/15/2023, a \$138.14 late fee will be charged.</i>	

+ 8740224 05001329 793VH1 80914632
GEORGE CUSTER
2985 TATE CITY RD
CLAYTON, GA 30525



Contact Us 1-800-469-4268

Account Information	
Outstanding Principal Balance	\$447,607.53
Current Escrow Account Balance	\$2,609.17
Maturity Date	July 2053
Interest Rate (Fixed / Adjustable)	6.250%
Prepayment Penalty	No

Explanation of Amount Due	
Principal	\$431.41
Interest	\$2,331.29
Escrow (for Taxes and Insurance)	\$295.47
Regular Monthly Payment	\$3,058.17
Fees Charged Since Last Statement	\$0.00
Total Fees Charged	\$0.00
Overdue Payment	\$0.00
Total Amount Due	\$3,058.17

Housing Counselor Information: If you would like counseling or assistance, you can contact the following: US Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsga/hudncs.htm> or call 800-969-4267.

Transaction Activity (8/17/2023 to 09/12/2023)

Date	Description	Charges	Payments	Escrow Activity
08/01	Payment - Thank you	\$0.00	(\$355.00)	\$0.00
08/15	Long Form Misapplication Reversal	\$0.00	\$4,213.45	\$0.00
08/18	Long Form Misapplication Reversal	\$0.00	\$4,213.45	\$0.00
08/18	Payment - Thank you	\$0.00	(\$4,009.45)	\$0.00
08/25	Long Form Misapplication Reversal	\$0.00	(\$180.00)	\$0.00
08/25	Property Inspection Fee	\$55.00	\$0.00	\$0.00
09/01	Payment - Thank you	\$0.00	\$2,670.39	\$0.00
09/05	Long Form Misapplication Reversal	\$0.00	(\$235.00)	\$0.00
09/07	Loss Mitigation Costs	\$0.00	\$-204.00	\$0.00
09/08	Payment - Thank you	\$0.00	\$415.25	\$0.00

Past Payments Breakdown

Description	Paid Last Period	Paid Year to Date
Principal	\$-3,124.75	\$-3,124.75
Interest	\$4,671.70	\$4,671.70
Escrow (Taxes and Insurance)	\$4,600.39	\$4,600.39
Fees	\$408.00	\$408.00
Partial Payment (Unapplied)*	\$-3,089.17	\$0.00
Total	\$3,466.17	\$6,555.34

IMPORTANT MESSAGES:

* Partial payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage. For a list of HUD approved Housing Counseling Agencies, go to www.hud.gov or call HUD toll free at 1-800-969-4267.

NOTICE TO CUSTOMERS WHO ARE IN BANKRUPTCY OR WHOSE OBLIGATION HAS BEEN DISCHARGED AND NOT REAFFIRMED: TO THE EXTENT YOUR ORIGINAL OBLIGATION WAS DISCHARGED, OR IS SUBJECT TO AN AUTOMATIC STAY OF BANKRUPTCY UNDER TITLE 11 OF THE UNITED STATES CODE, THE INFORMATION IN THIS MORTGAGE STATEMENT IS FOR REGULATORY COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT IN VIOLATION OF THE AUTOMATIC STAY OR THE DISCHARGE INJUNCTION OR AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION. HOWEVER, CREDITOR RETAINS RIGHTS UNDER ITS SECURITY INSTRUMENT, INCLUDING THE RIGHT TO FORECLOSE ITS LIEN. PLEASE SEE REVERSE FOR ADDITIONAL IMPORTANT NOTIFICATIONS.

Please note: If you have enrolled in our automatic payment service, your payment will proceed as scheduled pursuant to the terms of your signed Authorization Form. This statement is provided for informational purposes pursuant to regulatory requirements established by the CFPB.

SAVE A TREE! SWITCH TO PAPERLESS BILLING TODAY.

- Safe and secure
- Limit paper clutter
- Receive an email alert when your statement is ready to view online

Since e-statements are automatically available to view online, why not go green? Login to your LMT online account today and switch to Paperless Billing. Simply access dm.yourmortgageonline.com and under Settings/Communications select PAPERLESS BILLING!

Scan this code and follow the link to our website!



GEORGE CUSTER
2985 TATE CITY RD
CLAYTON, GA 30525 -

PAYMENT COUPON

Return This Portion
With Your Payment



Loan Number: 5683
Next Payment Due: 10/01/2023



CHECK HERE IF YOUR ADDRESS INFORMATION HAS CHANGED AND COMPLETE FORM ON REVERSE SIDE.

Make Check Payable To:
Dovenmuehle Mortgage, Inc.

Dovenmuehle Mortgage, Inc.
P.O. Box 660592
Dallas TX 75266-0592



Amount Due	
Due By 10/01/2023:	\$3,058.17
<i>If payment is received after 10/15/2023, a \$138.14 late fee will be charged.</i>	
<i>Please designate how you want us to apply any additional funds.</i>	
Additional Principal	\$
Additional Escrow	\$
Total Amount Enclosed	\$

566303196310305617131001234

IMPORTANT INFORMATION

Payments: Detach your payment coupon and mail with your check or money order in the envelope provided. Do not delay payments while waiting for additional or corrected billing statements. Please write your loan number on your check or money order and mail to the Payment Processing Center listed on the front of this statement.

Automatic Payment Drafting: For information about automatically deducting your mortgage payment from your checking or statement savings account at no charge, please contact our Customer Service Department toll-free at 1-800-669-4268.

Late Charges: To avoid any late charges, please schedule the mailing of your payment to arrive no later than the specified due date. Payments received after the grace period may incur a late charge; please refer to your note for your grace period.

Additional Amounts: Please ensure your remittance is for the exact amount due shown on the coupon. If you wish to make additional payments to your principal or escrow, please indicate the amounts in the area specified on the coupon. If you do not specify, any additional funds will be applied to your principal balance and/or any outstanding fees.

Payoff Amounts: None of the amounts in this statement are payoff amounts. Only certified funds in the form of a Certified Cashier's Check or Wire will be accepted for payoffs; all other payments will be returned. Payoff funds will not be accepted through bill payment services, websites, ACH drafts, or by telephone. To obtain a Payoff Statement, please contact Customer Service at 1-800-669-4268 or fax the request to 1-847-574-7659. Interest and any applicable fees or charges will continue to accrue if certified funds are not received by the date in the Payoff Statement.

Telephone Payments: Some payments can be made by telephone. When permitted by applicable law, a fee may apply for this service in the amount of \$9.50 when using the automated system, or \$11.50 when speaking with a live representative. Payments can be submitted by mail or online for no additional fee, and other free payment options may also be available. To make a telephone payment or obtain information about free payment options, please contact us at 1-800-669-0340.

Inquiries: General inquiries should be mailed separately from your mortgage payment to our correspondence address. Be sure to include your loan number and telephone number, including area code, on all inquiries. **RESPA Notices of Error and Requests for Information must be sent only to the address indicated below, including the specific Attention line noted.**

Correspondence
Mail Stop 1290
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945

Customer Service Department
1-800-669-4268
TDD: 1-866-352-3684
Fax: 1-847-574-7659
Monday - Friday
8:00 am - 7:00 pm CT

Payoff/Overnight Payments
Mail Stop 1270
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945

**Telephone / Fax Numbers and Hours
Collection Department**
1-800-669-0340
TDD: 1-866-352-7564
Monday - Friday
8:00 am - 7:00 pm CT

**RESPA Notice of Error/
Request for Information**
Attention: Mail Stop NOE 1290
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945

Website Address
www.dovermutelie.com

Hazard Insurance Reminders: It is your responsibility to maintain proper and sufficient hazard insurance coverage. Hazard insurance includes Fire and Extended Coverage, and where required, Flood Insurance. To protect our mutual interest in the mortgaged property, we will require evidence of proper insurance. Absent this evidence, we are required to force place coverage (not including your equity) on your behalf and charge your mortgage account. You will be given prior notice before coverage is placed. Periodically, please consult your insurance agent to ensure that your policy adequately meets your needs. Please forward all insurance policies and bills that you receive to Hazard Insurance Department, PO Box 961292, Fort Worth, TX 76161-0292 or fax to 855-640-4865.

Property Tax Reminders: It is your responsibility to file for any tax exemptions. Should you receive a delinquent, adjusted or corrected tax bill, please forward it directly to Tax Department, Mail Stop 1170, 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945. Supplemental bills are often issued in addition to yearly real estate tax bills and are your responsibility. They are not collected through an escrow account.

Credit Reporting: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe any information we have reported or may report to a credit bureau about your loan is inaccurate, please notify us at the following address: Credit Information Department, Attention: Mail Stop NOE 1290, 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945.

ADDITIONAL NOTICE TO CUSTOMERS WHO ARE IN BANKRUPTCY OR WHOSE OBLIGATION HAS BEEN DISCHARGED: THIS MORTGAGE STATEMENT INCLUDES INFORMATION REQUIRED UNDER THE CONSUMER FINANCIAL PROTECTION BUREAU REGULATIONS. IF THE FIRST NOTICE OR FILING HAS BEEN MADE, THIS IS NOT AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR THE DISCHARGED OBLIGATION BUT INSTEAD REFLECTS THE CREDITOR'S RIGHTS TO ENFORCE THE SECURITY INTEREST IN THE PROPERTY. **LATE CHARGES:** LATE CHARGES DO NOT APPLY TO DISCHARGED OBLIGATIONS AND WILL NOT BE COLLECTED FROM DEBTORS WITH OBLIGATIONS THAT ARE SUBJECT TO AN AUTOMATIC STAY UNDER TITLE 11 OF THE UNITED STATES CODE.

CHANGE OF ADDRESS OR PHONE NUMBER

☐ Address Change

☐ Phone Number Change

Loan Number

Date

Borrower's Name

Co-Borrower's Name

Street Address

City/State/Zip

()

()

Home Phone

Business Phone

Borrower's Signature

Co-Borrower's Signature

Transaction Activity (continued) (8/17/2023 to 09/12/2023)				
Date	Description	Charges	Payments	Escrow Activity
09/11	Payment - Thank you	\$0.00	\$204.00	\$0.00
09/11	Payment - Thank you	\$0.00	\$31.00	\$0.00
09/11	Payment - Thank you	\$0.00	(\$3,058.17)	\$0.00
09/11	Payment - Thank you	\$0.00	(\$3,058.17)	\$0.00
09/11	Principal Curtailment	\$0.00	(\$235.00)	\$0.00
Amounts displayed in parentheses "(\$0.00)" are amounts previously held in a suspense account as unapplied partial payments that are now applied to the loan. Please see the Important Messages for more information.				

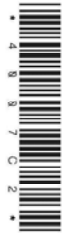


EXHIBIT L



CONFIDENTIAL

CUSTER00002

EXHIBIT M

6. regarding Defendant's rights, obligations, duties, and responsibilities concerning the mortgage loan held by Plaintiff.

Dovenmuehle is a mortgage loan subservicer. A subservicer services loans of other financial institutions. Some duties DMI is contracted to perform include:

- Processing monthly payments
- Paying property taxes and insurance
- Answering borrower questions
- Collecting monthly payments
- Assisting with accounting and reporting

8. regarding the costs and efforts associated with offering a pay-by-phone option to Borrowers.

Efforts:

Customer Service Representative and related personal exp.

Management oversight

Personnel training

Compliance oversight

Phone system / call recording

Technology support / Data processing

Communication exp.

Telephone call expense

Quality Control - Staff

Quality Control - Pay-by-phone oversight

Amortization of purchased equipment

Expense of leased equipment

Corporate Insurance

Disaster Recover / Backup Exp.

EXHIBIT N

PAY-BY-PHONE SCRIPTS (verified 5/12/25)

DMI IVR PBP Scripts:

When a borrower authenticates in the DMI IVR and selects the option to make a payment, they will hear one of the two scripts below based on whether the loan is exempt from the PBP fee.

Non-Exempt/Fee Applies:

"We offer pay by phone service that allows you to make your mortgage payment over the telephone. The fee for this service is \$9.50 which will be added to your payment amount.

There are several options to make your payment and avoid paying the fee... You can mail your mortgage payment to the address provided on your mortgage statement or payment coupon, and if you have online access, you can make a payment online. Mortgage payments received after the due date may be subject to a late charge.

To continue and use our fully automated service, please press 1 (please hold while your call is transferred to our phone pay service). To return to the previous menu, press 9. To repeat this list of choices, press #. To speak with the next available Representative, press 0."

Exempt from Fee:

"We offer a pay by phone service that allows you to make your mortgage payment over the telephone. In addition to making a phone payment, you can also mail your mortgage payment to the address provided on your mortgage statement or payment coupon, or if you have online access, you can make a payment online. Mortgage payments received after the due date may be subject to a late charge.

To continue and use our fully automated service, please press 1 (please hold while your call is transferred to our phone pay service). To return to the previous menu, press 9. To repeat this list of choices, press #. To speak with the next available Representative, press 0."

PBP Exit Menu Script and Agent Assisted Payments (x5656 English/x3535 Spanish):

Note: When a borrower exits or bypasses the DMI IVR, the following PBP Exit Menu plays.

"To route your call to the proper representative, if you're calling to make a payment by phone, press 1; for all other requests, press 2".

If the borrower presses 1, the following script plays. In addition, if a borrower bypasses this menu and requests a payment with an agent, the agent will conference in this announcement (via screen pop or as a backup by calling x5656/x3535) only if the borrower has not already heard it and the borrower is not exempt from the fee.

"We are required by law to provide the following information regarding payments by phone. A convenience fee may be charged, in the amount of \$9.50 or \$11.50 based on whether you use the automated payment system, if available, or have our representative assist you.

There are free payment options, which may include visiting a local office, or paying by mail or online.

Not all payment options may be available for your account. Our representative will be happy to discuss the available options. Thank you.

When a borrower requests that the agent transfer them back to the automated payment system to avoid the \$11.50 fee, if the agent uses the IVR Passback/Payment feature of CTIAgent, the call routes to the Televoice IVR where the borrower hears the PBP fee message and then the call transfers to the ACI payment IVR.

EXHIBIT O

Terms and Conditions of Modification

GEORGE W CUSTER
2965 TATE CITY RD
CLAYTON GA 30525

PROPERTY ADDRESS:

**2965 TATE CITY RD
SHOOTING CREEK TOWNSHIP NC 28904**

LOAN: 0020035663

Existing Interest Rate:	6.8750%
Modified Interest Rate:	6.2500%
Maturity date of existing Mortgage:	10/01/2037
New maturity date of modified Mortgage:	07/01/2053
Existing principal balance as of <u>APRIL 1ST 2020</u>	\$361,613.18
Additions to principal balance:	
Accrued interest up to modification effective date:	\$82,869.60
Escrow Advanced/Due:	\$1,941.22
Amount to fully fund Escrow Account:	\$2,068.23
Corporate Advances:	\$149.00
Other Fees:	\$55.00
New Modified Unpaid Principal Balance:	\$448,696.23
New Modified Monthly Payment of Principal and Interest: 08/01/2023-08/01/2028	\$2,762.70
Estimated Monthly Escrow Payment for Taxes:	\$114.19
Estimated Monthly Escrow Payment for Hazard Insurance:	\$181.28
TOTAL New Modified Monthly Payment:	\$3,058.17
Be advised that your monthly payment amount is going from \$3,081.54 to \$3,058.17	
*Please see Page 2 of the Modification Documents for future payment changes.	
Estimated Recording Fee*:	\$31.00
AUGUST 1 ST 2023 payment, due AUGUST 1 ST 2023:	\$3,058.17
TOTAL CASH DUE FROM MORTGAGOR (S):	\$3,089.17

Please review all of the above information carefully, if you are in agreement with the terms as stated above please acknowledge same by signing and dating this form. This executed form must be returned with the executed modification agreement in order to be processed.

*Please note that the Estimated Recording Fee is an ESTIMATION ONLY, and the Mortgagor(s) will be responsible for any Recording Fees above the estimate provided.

Mortgagor(s):


GEORGE W CUSTER

7-28-23
Date

Terms and Conditions of Modification

GEORGE W CUSTER

2965 TATE CITY RD

CLAYTON GA 30525

PROPERTY ADDRESS:

2965 TATE CITY RD

SHOOTING CREEK TOWNSHIP NC 28904

LOAN: 0020035663

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Additions to principal balance:			
Accrued interest up to modification effective date:	\$82,869.60		
Escrow Advanced/Due:	\$1,941.22		
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Corporate Advances:	\$149.00		
Other Fees:	\$55.00		
New Modified Unpaid Principal Balance:	\$448,696.23		
New Modified Monthly Payment of Principal and Interest: 08/01/2023-08/01/2028	\$2,762.70		
Estimated Monthly Escrow Payment for Taxes:	\$114.19		
Estimated Monthly Escrow Payment for Hazard Insurance:	\$181.28		
TOTAL New Modified Monthly Payment:	\$3,058.17		
Be advised that your monthly payment amount is going from	\$3,081.54	to	\$3,058.17
*Please see Page 2 of the Modification Documents for future payment changes.			
Estimated Recording Fee*:	\$31.00		
AUGUST 1 ST 2023 payment, due AUGUST 1 ST 2023:	\$3,058.17		
TOTAL CASH DUE FROM MORTGAGOR (S):	\$3,089.17		

Please review all of the above information carefully, if you are in agreement with the terms as stated above please acknowledge same by signing and dating this form. This executed form must be returned with the executed modification agreement in order to be processed.

*Please note that the Estimated Recording Fee is an ESTIMATION ONLY, and the Mortgagor(s) will be responsible for any Recording Fees above the estimate provided.

Mortgagor(s):


GEORGE W CUSTER

7-28-23
Date

After Recording Return To:
RUTH RUHL, P.C.
Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

This Instrument was Prepared By:
RUTH RUHL, P.C.
Ruth Ruhl, Esquire
12700 Park Central Drive, Suite 850
Dallas, Texas 75251
and Co-Counsel, PC Law Associates, LLC
Kristin Lynne Marsalese, Esquire
11610 North Community House Road, Suite 200
Charlotte, NC 28277

_____[Space Above This Line For Recording Data]_____
Loan No.: 0020035663

LOAN MODIFICATION AGREEMENT (Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 14th day of July, 2023,
between GEORGE W CUSTER, UNMARRIED

_____, ("Borrower")
and Simmons Community Bank, successor by merger to Landmark Community Bank

_____, ("Lender"),
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely
Payment Rewards Rider, if any, dated September 4th, 2007 and recorded in Book/Liber DT K10, Page
14, Instrument No. 2007003543, of the Records of CLAY County,
North Carolina, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers
the real and personal property described in the Security Instrument and defined therein as the "Property," located at
2965 TATE CITY RD, SHOOTING CREEK TOWNSHIP, North Carolina 28904.

Loan No.: 0020035663

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of July 1st, 2023, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$448,696.23, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first five years at the yearly rate of 6.250% from July 1st, 2023, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$2,762.70, beginning on the 1st day of August, 2023. During the sixth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of 6.875% from July 1st, 2028, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$2,926.68, beginning on the 1st day of August, 2028 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1st, 2053, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the specified date in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.


(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Loan No.: 0020035663

_____	<u></u> (Seal)
Date	GEORGE W CUSTER -Borrower
_____	_____ (Seal)
Date	-Borrower
_____	_____ (Seal)
Date	-Borrower
_____	_____ (Seal)
Date	-Borrower

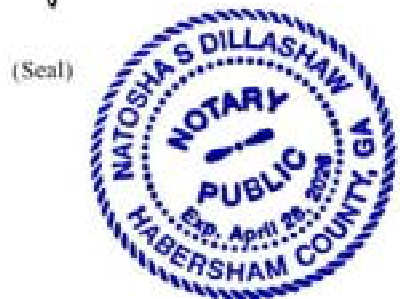
BORROWER ACKNOWLEDGMENT

State of Georgia §
County of Apbon § ss.:
§

I, Natosha S Dillashaw
[name of official and official title], do hereby certify that GEORGE W CUSTER

[name of the grantor or maker] personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal (where an official seal is required by law), this the 28th day of July, 2023.



Natosha S Dillashaw
Signature of Officer Taking Acknowledgment
Typed/Printed Name: Natosha S Dillashaw
My Commission Expires: 04-28-2023



Loan No.: 0020035663

Simmons Community Bank, successor
by merger to Landmark Community Bank - Lender

-Date

By: _____

Printed/Typed Name: _____

Its: _____

LENDER ACKNOWLEDGMENT

State of _____

ss.:

County of _____

I, _____
[name of officer taking acknowledgment] _____ [official title of officer taking
acknowledgment] certify that _____ personally came before me this day and
acknowledged that he (or she) is _____ of Simmons Community Bank,
successor by merger to Landmark Community Bank

[name of said entity], a entity, and that by authority duly given and as the act of said entity, the foregoing instrument
was signed in its name by its _____ sealed with its corporate seal.

Witness my hand and official seal (where an official seal is required by law), this the _____ day of
_____, _____.

(Seal)

Signature of Officer Taking Acknowledgment

Typed/Printed Name: _____

My Commission Expires: _____

ACKNOWLEDGMENT (NORTH CAROLINA)

Page 5 of 5

Loan No.: 0020035663

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

7-28-23
Date _____ GEORGE W CUSTER _____
-Borrower

Date _____ -Borrower

Date _____ -Borrower

Date _____ -Borrower

CORRECTION AGREEMENT

Borrower(s): GEORGE W CUSTER

Property: 2965 TATE CITY RD, SHOOTING
CREEK TOWNSHIP, North Carolina 28904

Words used in this Agreement are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" is GEORGE W CUSTER

"Lender" is Simmons Community Bank, successor by merger to Landmark Community Bank
, and its successors or assigns.

"Loan" means the debt evidenced by the Note and all sums due under the Security Instrument.

"Note" means the promissory note(s) signed by Borrower in favor of Lender or any assignee of Lender.

"Security Instrument" means the Deed of Trust/Mortgage/Security Deed, signed by Borrower in favor of Lender, securing payment of the Note.

AGREEMENT TO CORRECT OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of the Loan Modification Agreement offered by Lender in the amount of \$448,696.23 , which modifies the Note and Security Instrument, and regardless of the reason for any loss, misplacement, omission, misstatement or inaccuracy in any Loan documentation, Borrower agrees as follows: If any document is lost, misplaced, omitted, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of Lender (including any assignee of Lender), Borrower will comply with Lender's request to execute, acknowledge, initial and/or deliver to Lender any documentation Lender deems necessary to replace and/or correct the lost, misplaced, omitted, misstated or inaccurate document(s). All documents Lender requests of Borrower shall be referred to as "Requested Documents." Borrower agrees to deliver the Requested Documents within ten (10) days after receipt by Borrower of a written request for such replacement. Borrower does hereby agree and covenant in order to assure that the Loan documentation executed this date will enable Lender to seek insurance or guaranty from the Department of Housing and Urban Development (HUD) or Department of Veteran's Affairs (VA), if applicable, or to conform with and be acceptable to the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Government National Mortgage Association (GNMA), or any other investor.

REQUEST BY LENDER: Any request under this Agreement may be made by the Lender (including assignees and persons acting on behalf of the Lender) and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower at the address indicated in the Loan documentation shall be considered conclusive evidence of the necessity for Requested Documents.

BORROWER LIABILITY: If Borrower fails or refuses to execute, acknowledge, initial or deliver the Requested Documents to Lender more than ten (10) days after being requested to do so by Lender, Borrower understands that Lender is relying on the representations contained herein and agrees to be liable for any and all loss or damage which Lender reasonably sustains thereby including, but not limited to, all reasonable attorneys' fees and costs incurred by Lender.

This Agreement shall inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower.

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of this Correction Agreement and further acknowledge that I understand its provisions. Words used in this Correction Agreement mean and include the plural and vice versa.

GEORGE W CUSTER -Borrower (Date)

7-28-23
-Borrower (Date)

Borrower (Date)

- Borrower (Date)

Loan No.: 0020035663

ATTORNEY SELECTION NOTICE

By signing below, it is understood and agreed that you may hire a lawyer or attorney to advise you regarding this transaction and its consequences.

7-28-23
Date


GEORGE W CUSTER -Borrower

Date

-Borrower

Date

-Borrower

Date

-Borrower

EXHIBIT "A"

BEGINNING on a stake at the intersection of the U.S. Forest Service line with Waterspout Branch and runs with said line approximately North 85 degrees 00 minutes West 28 poles to the Northwest corner of the Thelma Hogsed tract of land sold to Harold B. King, and also being the corner of Forest Service land; THENCE with the Forest Service line approximately South 14 degrees 00 minutes West to the Northwest corner of the Robert Woody tract; THENCE with the Woody line North 75 degrees 00 minutes East 32 1/2 poles to a stake, his corner in Waterspout Branch; THENCE up said Branch to the beginning. Said tract or parcel of land containing one (1) acre and thirty (30) square rods, more or less.

AND ALSO a tract or parcel of land adjoining the above described tract or parcel of land which is described as follows, to wit:

BEGINNING on a 15" Chestnut Oak in the West boundary line of a tract of land known as the Thelma Hogsed tract and sold to Harold B. King (standing South 14 degrees 00 minutes West 17 poles from the Northwest corner of said tract) and runs thence North 75 degrees 00 minutes East 35 poles to a stake in the Waterspout Branch, THENCE up said branch 5 poles to a stake in said branch, THENCE South 75 degrees 00 minutes West running between upper double cabins 32 1/2 poles to a stake in the U.S. Government painted line; THENCE with said line to the beginning, the same containing one (1) acre, more or less. TOGETHER WITH ALL the water rights therein contained and owned by the grantors pertaining to two springs located on said tracts or parcels of land.

Parcel ID: 643800696762

EXHIBIT "A"

After Recording Return To:

RUTH RUHL, P.C.
Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

This Instrument was Prepared By:

RUTH RUHL, P.C.
Ruth Ruhl, Esquire
12700 Park Central Drive, Suite 850
Dallas, Texas 75251
and Co-Counsel, PC Law Associates, LLC
Kristin Lynne Marsalese, Esquire
11610 North Community House Road, Suite 200
Charlotte, NC 28277

[Space Above This Line For Recording Data]

Loan No.: 0020035663

LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 14th day of July, 2023, between GEORGE W CUSTER, UNMARRIED

("Borrower")

and Simmons Community Bank, successor by merger to Landmark Community Bank

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated September 4th, 2007 and recorded in Book/Liber DT K10, Page 14, Instrument No. 2007003543, of the Records of CLAY County, North Carolina, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 2965 TATE CITY RD, SHOOTING CREEK TOWNSHIP, North Carolina 28904.

Loan No.: 0020035663

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of July 1st, 2023, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$448,696.23, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first five years at the yearly rate of 6.250% from July 1st, 2023, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$2,762.70, beginning on the 1st day of August, 2023. During the sixth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of 6.875% from July 1st, 2028, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$2,926.68, beginning on the 1st day of August, 2028 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1st, 2053, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the specified date in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.


(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.



Loan No.: 0020035663

_____		(Seal)
Date	GEORGE W CUSTER	-Borrower
_____	_____	(Seal)
Date		-Borrower
_____	_____	(Seal)
Date		-Borrower
_____	_____	(Seal)
Date		-Borrower

BORROWER ACKNOWLEDGMENT

State of Georgia §
County of Rabun § § §

I, Natasha S Dillashaw
[name of official and official title], do hereby certify that GEORGE W CUSTER

[name of the grantor or maker] personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal (where an official seal is required by law), this the 28 day of July, 2023.

(Seal)



Natasha S Dillashaw
Signature of Officer Taking Acknowledgment
(Notary)
Typed/Printed Name: Natasha S Dillashaw
My Commission Expires: 04-28-24

ACKNOWLEDGMENT (NORTH CAROLINA)

Page 4 of 5



Loan No.: 0020035663

Simmons Community Bank, successor
by merger to Landmark Community Bank -Lender

-Date

By: _____

Printed/Typed Name: _____

Its: _____

LENDER ACKNOWLEDGMENT

State of _____ §
County of _____ § ss.:
§

I, _____
[name of officer taking acknowledgment] [official title of officer taking
acknowledgment] certify that _____ personally came before me this day and
acknowledged that he (or she) is _____ of Simmons Community Bank,
successor by merger to Landmark Community Bank

[name of said entity], a entity, and that by authority duly given and as the act of said entity, the foregoing instrument
was signed in its name by its _____ sealed with its corporate seal.

Witness my hand and official seal (where an official seal is required by law), this the _____ day of
_____, _____.

(Seal)

Signature of Officer Taking Acknowledgment

Typed/Printed Name: _____

My Commission Expires: _____

ACKNOWLEDGMENT (NORTH CAROLINA)

Page 5 of 5

Loan No.: 0020035663

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

Date



GEORGE W CUSTER

-Borrower

Date

-Borrower

Date

-Borrower

Date

- Borrower

Loan No.: 0020035663

CORRECTION AGREEMENT

Borrower(s): GEORGE W CUSTER

Property: 2965 TATE CITY RD, SHOOTING
CREEK TOWNSHIP, North Carolina 28904

Words used in this Agreement are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" is GEORGE W CUSTER .

"Lender" is Simmons Community Bank, successor by merger to Landmark Community Bank
, and its successors or assigns.

"Loan" means the debt evidenced by the Note and all sums due under the Security Instrument.

"Note" means the promissory note(s) signed by Borrower in favor of Lender or any assignee of Lender.

"Security Instrument" means the Deed of Trust/Mortgage/Security Deed, signed by Borrower in favor of Lender, securing payment of the Note.

AGREEMENT TO CORRECT OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of the Loan Modification Agreement offered by Lender in the amount of \$448,696.23 , which modifies the Note and Security Instrument, and regardless of the reason for any loss, misplacement, omission, misstatement or inaccuracy in any Loan documentation, Borrower agrees as follows: If any document is lost, misplaced, omitted, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of Lender (including any assignee of Lender), Borrower will comply with Lender's request to execute, acknowledge, initial and/or deliver to Lender any documentation Lender deems necessary to replace and/or correct the lost, misplaced, omitted, misstated or inaccurate document(s). All documents Lender requests of Borrower shall be referred to as "Requested Documents." Borrower agrees to deliver the Requested Documents within ten (10) days after receipt by Borrower of a written request for such replacement. Borrower does hereby agree and covenant in order to assure that the Loan documentation executed this date will enable Lender to seek insurance or guaranty from the Department of Housing and Urban Development (HUD) or Department of Veteran's Affairs (VA), if applicable, or to conform with and be acceptable to the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Government National Mortgage Association (GNMA), or any other investor.

REQUEST BY LENDER: Any request under this Agreement may be made by the Lender (including assignees and persons acting on behalf of the Lender) and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower at the address indicated in the Loan documentation shall be considered conclusive evidence of the necessity for Requested Documents.

BORROWER LIABILITY: If Borrower fails or refuses to execute, acknowledge, initial or deliver the Requested Documents to Lender more than ten (10) days after being requested to do so by Lender, Borrower understands that Lender is relying on the representations contained herein and agrees to be liable for any and all loss or damage which Lender reasonably sustains thereby including, but not limited to, all reasonable attorneys' fees and costs incurred by Lender.

This Agreement shall inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of Borrower.

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of this Correction Agreement and further acknowledge that I understand its provisions. Words used in this Correction Agreement mean and include the plural and vice versa.



GEORGE W CUSTER -Borrower (Date)

-Borrower (Date)

-Borrower (Date)

-Borrower (Date)

Loan No.: 0020035663

ATTORNEY SELECTION NOTICE

By signing below, it is understood and agreed that you may hire a lawyer or attorney to advise you regarding this transaction and its consequences.

7-28-23
Date


GEORGE W CUSTER -Borrower

Date

-Borrower

Date

-Borrower

Date

- Borrower

EXHIBIT "A"

BEGINNING on a stake at the intersection of the U.S. Forest Service line with Waterspout Branch and runs with said line approximately North 85 degrees 00 minutes West 28 poles to the Northwest corner of the Thelma Hogsed tract of land sold to Harold B. King, and also being the corner of Forest Service land; THENCE with the Forest Service line approximately South 14 degrees 00 minutes West to the Northwest corner of the Robert Woody tract; THENCE with the Woody line North 75 degrees 00 minutes East 32 ½ poles to a stake, his corner in Waterspout Branch; THENCE up said Branch to the beginning. Said tract or parcel of land containing one (1) acre and thirty (30) square rods, more or less.

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Parcel ID: 643800696762

EXHIBIT "A"