

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS

Williams v. Lakeview Loan Servicing, et al., Case No. 4:20-cv-01900

Our Records Indicate You May Be Entitled to a Payment From a Class Action Settlement Because You Paid LoanCare, LLC a Fee to Make a Mortgage Payment Online or by Phone on or Before March 30, 2022

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit claiming that Defendants, Lakeview Loan Servicing, LLC and LoanCare, LLC (“Defendants”), violated the Texas Debt Collection Act (“TDCA”) by charging borrowers, with mortgaged property in the State of Texas, fees for making loan payments by telephone through a live operator, by telephone through a voice recognition unit telephone system (“VRU”), or by the internet. Defendants deny that they violated any law, but they have agreed to settle the action to avoid the uncertainties and expenses associated with continuing the case.
- You are included in the Settlement Classes if you meet the criteria specified in Question 5 below.
- If the Settlement is approved by the Court, LoanCare will create a Settlement Fund of **\$2,300,000** for the benefit of the Settlement Classes. The Settlement Fund will be distributed to Settlement Class Members based on a proportional share basis based on the total amount of fees paid by each Settlement Class Member to LoanCare on their Class Loan, as compared to the total aggregate amount available for payment to Settlement Class Members, after deducting any Court-approved attorneys’ fees and expenses, service award for the class representative, and costs of settlement administration.
- Read this Notice carefully. It explains your rights and options—**and the deadlines to exercise them**. Your legal rights are affected whether you act, or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	If you wish to receive an allocation from the Settlement Fund , you are not required to do anything at this time. As a member of the Settlement Classes, you will be eligible to receive an allocation from the Settlement Fund, and you will give up your rights to sue Defendants in the future regarding the claims in this case.
OBJECT BY DECEMBER 2, 2025	Write to the Court explaining why you don’t like the Settlement.
GO TO THE HEARING ON JANUARY 6, 2026	Ask to speak in Court about your objection to the Settlement.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Judge Charles Eskridge is overseeing this case. The case is called *Williams v. Lakeview Loan Servicing, et al.*, Case No. 4:20-cv-01900. The person who has sued, Ursula Nichole Williams, is called the Plaintiff. The entities being sued, Lakeview Loan Servicing, LLC and LoanCare, LLC, are called the Defendants.

2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Plaintiff Ursula Nichole Williams) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members.

3. What is this lawsuit about?

This lawsuit claims that Defendants violated the Texas Debt Collection Act (“TDCA”) by charging borrowers, with mortgaged property in the State of Texas, fees for making loan payments by telephone through a live operator, by telephone through a voice recognition unit telephone system (“VRU”), or by the internet. Defendants deny that they violated any law.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or Defendants should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am a member of the Settlement Classes?

Settlement Class Members include members of the following two certified classes (collectively referred to as the “Settlement Class”):

LoanCare Class: all persons in the United States (1) with an FHA-insured mortgage executed on or after March 1, 1990, securing a property located in the State of Texas, (2) serviced or subserviced by LoanCare LLC and (3) who paid one or more Pay-to-Pay fees to LoanCare during the applicable statute of limitations period of May 29, 2018 through March 30, 2022.

Lakeview Class: all persons in the United States (1) with an FHA-insured mortgage executed on or after March 1, 1990, securing a property located in the State of Texas, (2) originated or serviced by Lakeview Loan Servicing LLC, ~~and~~ (3) subserviced by LoanCare LLC, and (4) who paid one or more Pay-to-Pay fees to LoanCare during the applicable statute of limitations period of May 29, 2018 through March 30, 2022.

SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: LoanCare will pay \$2,300,000 into a Settlement Fund for the benefit of the Settlement Class.

7. How much will my payment be?

The Settlement Fund will be distributed to Settlement Class Members based on a proportional share basis based on the total amount of fees paid by each Settlement Class Member on their Class Loan, as compared to the total aggregate amount available for payment to Settlement Class Members, after deducting any Court-approved attorneys’ fees and expenses, service award for the class representative, and costs of settlement administration. Payments to Settlement Class Members will come by check.

8. When will I get my payment?

The Court will hold a hearing to consider the fairness of the Settlement on January 6, 2026. If the Court approves the Settlement, Settlement Class Members will receive their payment within 60 days after the Settlement has been finally approved and/or any appeals process is complete.

REMAINING IN THE SETTLEMENT CLASS

9. May I Seek to Be Excluded from the Settlement Class?

No. You may not exclude yourself from the Settlement Class. The Parties undertook an extensive notice program in connection with class certification and provided members of the certified Classes with an opportunity to request exclusion from the Classes at that time. Accordingly, the time in which to request exclusion has passed and there will be no additional opportunity to request exclusion.

10. What am I giving up as a member of the Settlement Class?

If the Settlement becomes final, you will give up (or “release”) your rights to sue Defendants and their affiliates (Released Persons) regarding the Released Claims, which are described and defined in the Settlement Agreement. You may access the Settlement Agreement through the “court documents” link on the website.

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you may speak to the lawyers listed in Question 10 for free or you may, of course, speak to your own lawyer.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Randall K. Pulliam of Carney Bates & Pulliam, PLLC and James L. Kauffman of Bailey & Glasser LLP to be the attorneys representing the Settlement Class. They are called “Class Counsel.” After conducting an extensive investigation, they believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged out-of-pocket for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel’s attorneys’ fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek up to one-third of the \$2.3 million Settlement Fund, but the Court may award less than this amount.

Class Counsel may also seek a Service Award of up to \$10,000 for the Class Representative for her service in helping to bring and settle the case. Any court-awarded Service Award will be paid out of the Settlement Fund, but the Court may award less than this amount.

13. If the Settlement is approved, can I sue the Defendants for the same thing later?

No. The time for requesting to be excluded from the certified Classes has passed. Accordingly, if the Settlement is approved, you give up any right to sue Defendants for the Released Claims being resolved by this Settlement.

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

If you’re a Settlement Class Member, you may tell the Court why you don’t like the Settlement by filing an objection. You may object to any aspect of the Settlement, Class Counsel’s request for attorneys’ fees and expenses, or the request for a Service Award. You can give reasons why you think the Court should not give its approval. The Court will consider your views.

If you choose to make an objection, you must mail or file with the Court a letter or brief stating that you object to the Settlement. Your letter or brief must include the name and number of this case, *Williams v. Lakeview Loan Servicing, et al.*, Case No. 4:20-cv-01900, as well as the following information:

- a. Your full name and mailing address;
- b. An explanation of any and all your reasons for your objections, including citations to legal authority and supporting evidence, and attaching any materials you rely on for your objections;
- c. The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection;
- d. A statement indicating whether you or your attorney intends to appear at the Final Approval Hearing;
- e. Your handwritten or electronically imaged written signature; and

- f. If you or any of the Objecting lawyers have objected to any class action settlement where you or the Objecting lawyer asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then you must include a statement identifying each such case by full case caption and amount of payment received.

You must mail or deliver your written objection, postmarked no later than **December 2, 2025** to:

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

You must also mail or otherwise deliver a copy of your written objection to Class Counsel and Defendants' counsel at the following addresses:

Class Counsel	Defendants' Counsel
Randy Pulliam Carney Bates & Pulliam, PLLC One Allied Dr., Ste. 1400 Little Rock, AR 72202 Email: rpulliam@cbplaw.com	Erica Calderas Hahn Loeser & Parks LLP 200 Public Square, Suite 2800 Cleveland, OH 44114 Email: elc@hahnlaw.com

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m. on **January 6, 2026** in Courtroom 701 at the Bob Casey United States Courthouse, 515 Rusk Street, Houston, Texas 77002. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Classes; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for a Service Award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check www.ilymgroup.com/williams or call (888) 551-9944. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

16. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to attend the hearing to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also retain your own lawyer (at your own expense) to attend, but it's not required.

17. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that you or your attorney intends to appear at the Final Approval Hearing.

GETTING MORE INFORMATION

18. Where do I get more information?

This Notice contains only a summary of the Settlement and the proceedings to date. More details are in the Settlement Agreement. Complete copies of the Settlement Agreement, public pleadings, Court rulings, and other filings are available for review and copying at the office of the Clerk of the Court for the United States District Court for the Southern District of Texas, 515 Rusk Street, Houston, Texas 77002, between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding Court holidays. Additional information is also available at the website maintained for this Action, www.ilymgroup.com/williams, or by contacting the Settlement Administrator at (844) 817-3937 or Class Counsel at (888) 551-9944.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANTS, OR DEFENDANTS' COUNSEL TO ASK QUESTIONS ABOUT THIS ACTION OR THIS NOTICE. THEY CANNOT ANSWER ANY QUESTIONS OR DISCUSS THE ACTION.