

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN AND FOR PALM BEACH  
COUNTY, FLORIDA,

CASE NO.: 2017- 000532 AK  
RESIDENTIAL MORTGAGE FORECLOSURE

US BANK TRUST N.A. AS TRUSTEE SUCCESSOR  
IN INTEREST TO BANK OF AMERICA, NATIONAL  
ASSOCIATION AS TRUSTEE, SUCCESSOR BY  
MERGER TO LASALLE BANK NATIONAL  
ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH  
MORTGAGE INVESTOR TRUST, MORTGAGE LOAN  
ASSET-BACKED CERTIFICATE SERIES 2006-MLN1-1,

Plaintiff,

vs.

PETER A. COLOMBO, etc., et. ux., et al.,

Defendant and Plaintiff-in-Counterclaim

vs.

US BANK TRUST N.A. AS TRUSTEE SUCCESSOR  
IN INTEREST TO BANK OF AMERICA, NATIONAL  
ASSOCIATION AS TRUSTEE, SUCCESSOR BY  
MERGER TO LASALLE BANK NATIONAL  
ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH  
MORTGAGE INVESTOR TRUST, MORTGAGE LOAN  
ASSET-BACKED CERTIFICATE SERIES 2006-MLN1 -1,  
and NATIONSTAR MORTGAGE, LLC,

Defendants-in-Counterclaim.

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**UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT  
INCLUDING THE SHORT FORM AND LONG FORM NOTICES**

**COMES NOW** the Class Plaintiff PETER A. COLOMBO (hereafter "Colombo") as Class Representative and the Class Plaintiffs (who, with Colombo are referred to hereinafter as "Class Plaintiffs") respectfully ask the Court to preliminarily approve the settlement of the class action counterclaim asserted by the Class Plaintiffs against the Counterclaim Defendants US Bank Trust

N.A. as Trustee Successor In Interest to Bank of America, National Association as Trustee, Successor by Merger to Lasalle Bank National Association as Trustee for Merrill Lynch Mortgage Investor Trust, Mortgage Loan Asset-Backed Certificate Series 2006-MLN1 -1 (hereafter US Bank), and Nationstar Mortgage, LLC (hereafter Nationstar and collectively with US Bank "Counterclaim Defendants"), and re-set the August 3, 2026 hearing for final approval of the settlement for an additional 30 days to September 2, 2026 or anytime thereafter in order to insure proper notice to class members as further explained below. As grounds for this motion, the Class Plaintiffs state:

1. This is a class action counterclaim alleging the Counterclaim Defendants improperly charged and attempted to collect from the Class Plaintiffs, improper and illegitimate charges through mortgage account statements ("MAS"), in violation of the Florida Consumer Collection Practices Act (FCCPA) and the Florida Unfair and Deceptive Trade Practices Act (FDUTPA), and in breach of the mortgage contracts. The Counterclaim Defendants deny these allegations and raise numerous affirmative defenses.

2. The Court Certified the class on July 24, 2025, by Order Granting Colombo's Amended Motion for Class Certification. (D.E. #486). The Court in its Order certified the following three classes:

All persons in the State of Florida whose mortgage contracts have been or are being serviced by Nationstar acting on behalf of US Bank and for other note or mortgage holders from May 29, 2013, until the present, where Nationstar collected or attempted to collect through the mortgage account statements the following:

- a. Amounts for service of process for unknown spouse(s) and/or unknown tenant(s) in possession of subject property or any such reference to unknown spouses or tenants such as John Doe or Jane Doe.
- b. Amounts for property maintenance where neither Nationstar nor anyone on Nationstar's behalf provided any maintenance on the property and when the fee was in fact a fee to register the property in default with a governmental unit or subunit.

c. Amounts attributable to fees to inspect the mortgaged property when the inspector did not inspect the mortgaged property.

3. Fla. R. Civ. P. 1.220(d)(1) and (2) require that when the Court enters an order allowing the claim or claims to be maintained on behalf of a class, notice of the pending class action, shall be given to all members of the Class, and provide an opportunity for any class members to be excluded from the class. The Short Form Notice (Exhibit 1) the Long Form Notice (Exhibit 2) the Exclusion Form (Exhibit 3) <sup>1</sup> and the Claim Form (Exhibit 4) attached hereto give notice of the pendency of this class action and provide the opportunity for class members to file a claim, be excluded from the class, and file objections.

4. On February 10, 2026, the class action counterclaim was mediated before retired Judge Michael Hanzman, and all issues related to the counterclaim including attorney fees and costs were settled.

5. The terms of the settlement include the following:

a. Counterclaim Defendants will pay each member of each certified class who does not exercise the option to be excluded from the class, statutory and actual damages on a pro rata and per capita basis, of \$100.00 per member per class in which the claimant is an identified Class Member, with a total not to exceed \$300.00 per claimant and a cumulative total for all payments in all three classes not to exceed \$1,500,000.00. The damages shall be allocated as follows:

i. Service of Process Class identified as 2 a above: Each member of this class shall receive damages of up to \$100.00;

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<sup>1</sup> The Court approved the Exclusion form by Order entered on October 2, 2025 DE#510 and DE #511, October 3, 2025.

- ii. Property Maintenance Class identified as 2 b above: Each member of this Class shall receive statutory damages of up to \$100.00.
  - iii. Inspection Class identified as 2 c above: Each member of this Class shall receive statutory damages of up to \$100.00.
- b. In the event that the cumulative total for all payments in all three classes exceeds \$1,500,000.00 then the total payable to each claimant shall be reduced proportionately to bring the cumulative total down to \$1,500,000.00.
- c. Separately, Counterclaim Defendants will pay Class Counsel's attorney fees and costs in the amount of \$1,360,000. Therefore, the Class Plaintiffs damages will not be reduced to pay attorneys' fees and costs. Class Counsel significantly reduced their lodestar to achieve this complete settlement.
- d. Counterclaim Defendants will pay \$10,000.00 to Peter Colombo as compensation for his services as Class Representative, which included one deposition, attendance and testifying at the three day class certification hearing, attending the all-day mediation, and always being available to consult with Class Counsel on behalf of the class.
- e. Counterclaim Defendants will be responsible for all administrative costs incurred by the Class Administrator going forward from the February 10, 2026 date of the mediated settlement including in relation to sending out the notice of the class, the notice of settlement to the class and processing and distributing the damages to the appropriate class members. Counterclaim Defendants have agreed to assist in identifying the class members who are entitled to class damages.
6. This class action counterclaim has been in litigation since May 2017 (DE#25) and involved complex legal claims and defenses. The Counterclaim Defendants filed motions to dismiss

and for summary judgment. The Court granted a summary judgment on one of the issues involving charges for attorney fees for a previously dismissed foreclosure, which was affirmed on appeal. Colombo re-pled his attorney fee theory leading to four separate class claims. This Court ultimately certified three separate classes contesting three separate charges as noted above. Counterclaim Defendants appealed the class certification order and Colombo cross appealed the denial of the attorney fee claim as a class issue. The appeal and cross appeal were still pending when the parties settled. Thus there was no definitive ruling determining the Counterclaim Defendants were liable on any of Class Plaintiffs' claims. Over the last seven years, no attorneys fees or costs have been paid to Class Counsel. Class Counsel, on behalf of the class, believe they have achieved a favorable outcome given the amount of damages allowed under Florida law. Class Counsel will continue to have responsibilities including overseeing notice of the settlement to the class and distribution of funds to class members. Class Counsel will not be seeking any additional fees for these services.

7. If on June 1, 2026, the Court preliminarily approves the settlement, the Court has the final approval. hearing set for August 3, 2026, which is 63 days after the Preliminary Approval hearing. After consulting with the Class Administrator the Parties respectfully submit that the Court re-set the final approval hearing until September 2, 2026 or anytime thereafter. See attached affidavit, Exhibit #5. During this time, a class notice of settlement will be sent to class members who will be given the opportunity to opt out or object to the settlement, which objections will be heard at the final hearing date and time. The parties recommend that the Court require any objection be filed no later than 15 days before the date set for the final approval of settlement hearing, and served on Class Co-Counsel, to Class Co-Counsel James A. Bonfiglio, Esq., 413 W. Boynton Beach Blvd., Boynton Beach FL., 33435-4026, e mail [tilalawyer@aol.com](mailto:tilalawyer@aol.com), and Counsel for Counter-Defendants, Sara F. Holladay, Esq. (email [sholladay@mcguirewoods.com](mailto:sholladay@mcguirewoods.com)) /Jason Bowyer, Esq., (email

jbowyer@mcguirewoods.com) McGuireWoods LLP, Bank of America Tower, 50 North Laura Street, Suite 3300, Jacksonville, FL, 32202-3661, no later than the Objection Deadline.

8. The current August 3, 2026 final approval hearing is only 63 days after the scheduled June 1, 2026 hearing set for the preliminary approval motion. If the Class Administrator takes 15 days to set up and begin the proposed staggered e mailing and US Mail to the class members, the e-mailing and postal delivery to those members without e mail addresses will start on June 16, 2026. If the Court keeps the August 3 final approval hearing date and requires the objections served no later than 15 days before the August 3, 2026 hearing date, objections will be required no later than July 19, 2026. That schedule would only allow objecting parties at most 33 days to object, assuming all members are properly reached on the same June 15, 2026 date when delivery of the notice will most likely begin.

9. The Parties and Class Administrator are concerned that this schedule of at most 33 days to find members who did not get the initial mailing is insufficient for class members to decide to "opt out" and/or to review the Settlement Agreement, consult with counsel if desired, and determine whether to object to any part of the Settlement Agreement, or the Settlement Agreement in its entirety. The Class Administrator needs sufficient time to perform follow up searches and deliver the notices for those members where issues arise with respect to their correct addresses and do not receive the first e mail/US Mail delivered notice. Adding another 30 days or more for the final approval, currently set for August 3, 2026, will give the Administrator an additional 30 days or more to clear up member address issues and give more than enough time for all potential member objectors to file their objections.

10. It is further recommended that to be valid, all written objections must include, to the extent not privileged:

- a. the name of the Action;
- b. the objector's full name, mailing address, e-mail, and telephone number;
- c. an explanation of the basis on which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years the objector's counsel;
- h. all agreements that relate to the objection or the process of objecting-whether written or oral-between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

l. the objector's wet-ink/physical signature (an e-signature or attorney's signature is not sufficient).

11. If no objections are filed or if all such objections are denied, the Class Plaintiffs will request Final Approval of the Settlement, and that the \$10,000.00 service award and \$1,360,000 in attorney fees and costs, be made payable to the Trust Account of Law Offices of James A. Bonfiglio, PA and delivered to Mr. Bonfiglio within 20 days of the later of the Final Approval Date, or receipt by Counsel for Counter-Defendants, Counter-Plaintiff's current W-9 (rev. March 2024 version) and, if not already provided, Counter-Plaintiff's Counsels' W-9 (rev. March 2024 version). Satisfaction upon receipt of the settlement funds will be executed.

**WHEREFORE**, it is respectfully prayed that this Honorable Court grant this motion and (a) preliminarily approve the settlement between Class Counterclaim Plaintiffs and Counterclaim Defendants as fair reasonable and adequate; (b) approve the Short form and Long Form Notices; which are attached as Exhibits 1 & 2; (c) re-set the hearing for final approval of the settlement and to hear any class member objections; and (d) Require any objections to comply with the recommendations of the parties stated herein; and (e) Order the parties to take all necessary and appropriate steps to implement their Settlement, and such other relief as just and proper.

Co-Counsel for Colombo:  
James A. Bonfiglio, Esq.  
LAW OFFICES OF JAMES A. BONFIGLIO, P.A.  
413 W. Boynton Beach Blvd,  
Boynton Beach, FL 33435

Louis M. Silber, Esq.  
Allison J. Davis, Esq.  
SILBER & DAVIS  
501 S. Flagler Dr.

Tilalawyer@aol.com  
[JAB@fightforeclosure.com](mailto:JAB@fightforeclosure.com)  
/s/ James A. Bonfiglio  
Fla Bar No.: 288055

Flagler Center Suite 306  
West Palm Beach, FL 33401  
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mmccann@searcylaw.com  
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### **CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on the 26<sup>th</sup> day of May, 2026 a true and accurate copy of the foregoing was filed with the Clerk of the Court using the State of Florida e-filing system which will send a notice of electronic service to:

Louis M. Silber, Esq.  
SILBER & DAVIS  
501 S. Flagler Dr.  
Flagler Center Suite 306  
West Palm Beach, FL 33401  
[lsilber@silberdavis.com](mailto:lsilber@silberdavis.com)

Jack Scarola, Esq.  
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jsx@searcylaw.com  
mmccann@searcylaw.com  
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Sara F. Holladay, Esq.  
Emily Y. Rottmann, Esq.  
Jason R. Bowyer, Esq.  
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Jacksonville, FL 32202-3661  
[sholladay@mcguirewoods.com](mailto:sholladay@mcguirewoods.com)

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Boca Raton, Florida 33431  
danw@wassersteinpa.com

**EXHIBIT 1 - SHORT FORM NOTICE**

**US BANK v. COLOMBO**  
**CASE NO.: 2017- 000532 AK**

**If You Received this e mail or other communication regarding this litigation you may be a member of this class, in a class action lawsuit, now pending in the 15<sup>th</sup> Judicial Circuit Palm Beach County, Florida that has been brought on behalf of all those in the State of Florida who have their mortgages serviced by Nationstar Mortgage LLC now known as Mr. Cooper and who have either paid or have been charged the categories (a-c) listed below, and entitled to up to \$300.00 in compensation depending on the number of claimants and whether you are a member of one or more of the classes described in Subparts a. through c. below. By Order dated July 24, 2025 (D.E. 486), the Court certified the three (3) distinct Classes as listed above, and has designated as Class Representative, Peter A. Colombo. and You Were Charged one, two or all three of these fees as outlined in the “Who’s Included?” section below. You May Be Entitled to the above referenced Payment of up to \$300.00 from this proposed Class Action Settlement. Subject to Court approval, you may be entitled to this Payment from this Class Action if you timely file a claim and do not exclude yourself from the Class. You may print the claim form in this email, fill it out and mail it to the Administrator at (address), or go to the web site and fill it out and submit it online through the web site. You may also opt out by printing the opt out form in this email, fill it out and mail it to the Administrator (address) or go to the web site and fill it out and submit it online through the web site. Here is the web site:  
[www.FloridaNationstarLawsuit.com](http://www.FloridaNationstarLawsuit.com)**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A Settlement<sup>1</sup> has been reached in a class action lawsuit about whether Nationstar Mortgage LLC d/b/a Mr. Cooper<sup>2</sup> (“Nationstar”) charged fees on mortgage loans it serviced in Florida in breach of contract, and in violation of the Florida Consumer Collection Practices Act (“FCCPA”), and the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”). Nationstar and U.S. Bank deny the allegations and any wrongdoing. The Court has not decided on the merits of the claims because the parties have settled the matter, pending court approval.

**Who’s Included?** The Settlement includes:

**All persons in the State of Florida whose mortgage contracts have been or are being serviced by Nationstar acting on behalf of US Bank and for other note or mortgage holders from May 29, 2013, until the date of the Final Approval Order, where Nationstar collected or attempted to collect through the mortgage account statements the following:**

**a. Amounts for service of process for unknown spouse(s) and/or unknown tenant(s) in possession of subject property or any such reference to unknown spouses or tenants such as John Doe or Jane Doe.**

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<sup>1</sup> Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the Settlement Website below.

<sup>2</sup> Rocket Mortgage, LLC is the successor by merger to Nationstar Mortgage LLC.

**b. Amounts for property maintenance where neither Nationstar nor anyone on Nationstar's behalf provided any maintenance on the property and when the fee was in fact a fee to register the property in default with a governmental unit or subunit.**

**c. Amounts attributable to fees to inspect the mortgaged property when the inspector did not inspect the mortgaged property.<sup>3</sup>**

You received this email because records show that you may be a Settlement Class Member.

**What Are the Settlement Terms?** Nationstar has agreed to pay Settlement Class Members who submit a valid Claim Form and to pay for notice and administration costs of the Settlement, attorneys' fees and expenses incurred by counsel for the Settlement Class, and a service award for Plaintiff. Nationstar will pay \$1,500,000.00 (the "Settlement Fund"). Each Settlement Class Member who submits a timely and complete Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Settlement Administrator on a *pro rata* basis not to exceed \$300.00 per class member claimant.<sup>4</sup> Settlement Class Claimants will be sent their Claim Settlement Payments at the address they submitted on their Claim Form within 60 days following the date that the Court enters an Order of Final Approval of the Settlement. One Claim is allowed per Settlement Class Member.

**How Can I Get a Payment?** To receive a payment of up to \$300.00 from the settlement, you must correctly fill out the claim form and timely submit the completed form to the class administrator. You may print out the claim form which is part of this email below, fill it out and mail it to the Administrator at (address) or timely submit a completed claim form at the settlement website [www.floridanationstarlawsuit.com](http://www.floridanationstarlawsuit.com) or request a claim form by calling the settlement administrator at the toll free number 1-866-963-9973. If we do not receive a claim form by (date) you may be disqualified from receiving any settlement funds. To be valid, a Claim Form must be completed fully and accurately, signed, and submitted timely. You may submit a Claim Form by U.S. Mail or file a Claim Form online. If you send in a Claim Form by U.S. Mail, it must be postmarked by ~~XXXXXXXXXX~~. If you file a Claim Form online, then you must so file by **11:59 p.m. EST on ~~XXXXXXXXXX~~**.

**Exclusion From The Class.** If you do not want to be a member of the class and do not want to be legally bound by the Class Action Settlement, you must exclude yourself by ~~XXXXXXXXXX~~. You may exclude yourself by printing the Exclusion Form which is part of this email below, fill it out and timely mail it to the Administrator (address), or go to the website and fill it out and submit it online. Here is the website: [www.FloridaNationtarLawsuit.com](http://www.FloridaNationtarLawsuit.com) If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. **IF YOU DO NOT SEND BACK THE REQUEST FOR EXCLUSION WHICH IS EXHIBIT A TO THIS EMAIL, YOU WILL BE INCLUDED AS A CLASS MEMBER AND YOU WILL BE BOUND BY THE CLASS ACTION SETTLEMENT, AND WILL NOT BE ALLOWED TO BRING YOUR INDIVIDUAL CLAIM FOR THOSE CLAIMS COVERED BY THE SETTLEMENT.**

<sup>3</sup> "Fee Category" are the categories set forth in Subparts a. through c.

<sup>4</sup> Settlement Class Claimants will be entitled to \$100 per violation of each Fee Category not to exceed a total of \$300 per Settlement Class Claimant.

## **Objections to the Class Action Settlement**

Any Settlement Class Member who does not send back a Request for Exclusion and thus becomes a member of one or all of the classes, can object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in the Settlement Agreement by XXXXXXXX. The Settlement Agreement will be available at the Web Site: [www.FloridaNationstarLawsuit.com](http://www.FloridaNationstarLawsuit.com). The written objection must be filed with the Court and mailed (with the requisite postmark) to Class Counsel James A. Bonfiglio, Esq., 413 W. Boynton Beach Blvd., Boynton Beach FL., 33435-4026 and Counsel for Counter-Defendants, Sara F. Holladay, Esq./Jason Bowyer, Esq., McGuireWoods LLP, Bank of America Tower, 50 North Laura Street, Suite 3300, Jacksonville, FL, 32202-3661, no later than the Objection Deadline. Here are the requirements for a valid objection:

To be valid, the written objection must include, to the extent not privileged, the following:

- a. the name of the Action;
- b. the objector's full name, mailing address, e-mail, and telephone number;
- c. an explanation of the basis on which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years the objector's counsel;
- h. any and all agreements that relate to the objection or the process of objecting-whether written or oral-between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

- k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- l. the objector's wet-ink/physical signature (an e-signature or attorney's signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means

You may object to the Settlement by ~~XXXXXXXXXX~~. The Long-Form Notice available on the Settlement Website explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on ~~XXXXXXXXXX~~ to consider whether to approve the Settlement, a request for attorneys' fees and costs of up to \$1,360,000.00, and a service award of \$10,00.00 to the Class Representative. You may appear at the hearing, either yourself or through an attorney you hire, but you don't have to. For more information, call or visit the Settlement Website. [www.FloridaNationstarLawsuit.com](http://www.FloridaNationstarLawsuit.com) **1-866-963-9973**.

#### **ADDITIONAL INFORMATION**

The filings in this action may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the Court's Office, Circuit Court of the Fifteenth Judicial Circuit, 205 North Dixie Highway, West Palm Beach, Florida 33401.

In addition, at [FloridaNationstarLawsuit.com](http://FloridaNationstarLawsuit.com) is the proposed class web page. There will be a link to this class action, "US Bank v. Colombo, Case No.: 17-532 AK, etc., Class Action Litigation". There you will find the operative Fourth Amended Complaint, Nationstar's & US Bank's Answer, the Order Granting Class Certification, and the Notices included in this e mail. The information in this link will be updated as necessary to include other important pleadings and relevant information to the class members. You may call the Class Administrator (at number) or Co-Counsel for the Class Representative James A. Bonfiglio, Esq., at 561-734-4503 to ask any questions you have concerning the matters contained in this Notice, or about this litigation. You may also ask questions directed in writing to:

AB Data  
P.O. Box 173062  
Milwaukee, WI 53217  
Or  
James A. Bonfiglio, Esq.,  
413 West Boynton Beach Blvd.  
Boynton Beach FL, 33435  
  
Co-Counsel for Class Plaintiff

**DO NOT TELEPHONE THE CLERK OF THE COURT OR THE CLERK'S OFFICE, OR THE JUDGE OR HIS OFFICE IN THIS MATTER.**

Exhibit 1 - Claim Form (place here in the e mail)

Exhibit 2 - Opt Out Form (place here in the e mail.

**EXHIBIT 2 - LONG FORM NOTICE**

**US BANK v. COLOMBO**  
**CASE NO.: 2017- 000532 AK**

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
PALM BEACH COUNTY, FLORIDA

If you received an email or letter regarding this litigation you may be a member of the Settlement Class. This is because you currently have or had a mortgage contract serviced by Nationstar Mortgage LLC and you were charged one, two, or all three of these fees: (1) for service of process on an unknown spouse or an unknown tenant; (2) for property maintenance where the fee was in fact to register the property with a governmental unit or subunit; or (3) for property inspection fees when the property inspector did not have access to your property. Subject to Court approval, you may be entitled to a payment from a class action settlement on a *pro rata* basis not to exceed \$100.00 per class to which the claimant is a party, for a total amount not to exceed \$300.00 per claimant.

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

- A Settlement<sup>1</sup> has been reached in a class action lawsuit about whether Nationstar Mortgage LLC d/b/a Mr. Cooper<sup>2</sup> (“Nationstar”) charged fees on mortgage loan accounts in violation of the Florida Consumer Collection Practices Act (“FCCPA”), the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), and breach of contract. Nationstar denies the allegations and any wrongdoing. **The Court has not decided who is right.**
- The Settlement offers payments to Settlement Class Members who file valid Claims. The payments will be made on a *pro rata* basis not to exceed \$100 per Settlement Class Member and a total amount of up to \$300.00.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	To obtain payment, you must submit a completed Claim Form. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will receive your payment via check.
<b>EXCLUDE YOURSELF</b>	You may request to be excluded from the Settlement Class and, if you do, you will receive no benefits from the Settlement.
<b>OBJECT</b>	You may object on an individual or class-wide basis.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up any right you may have to bring your own lawsuit against Nationstar about the Claims in this Action.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

<sup>1</sup> Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the Settlement Website below.

<sup>2</sup> Rocket Mortgage, LLC is the successor by merger to Nationstar Mortgage LLC.

**QUESTIONS? CALL 1-866-963-9973 OR VISIT  
WWW.FLORIDANATIONSTARLAWSUIT.COM.**

- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

## WHAT THIS NOTICE CONTAINS

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## BASIC INFORMATION

### 1. Why is there a Notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Colombo v. Nationstar Mortgage LLC*, Case No. 502017CA000532 and about all of 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.

Judge Sherman of the Circuit Court of Palm Beach County, Florida, AK Division, is overseeing this case. The person who sued, Peter A. Colombo, is called the “Counter-Plaintiff.” Nationstar is called the “Counter-Defendant.”

### 2. What is this litigation about?

The lawsuit alleges that Nationstar Mortgage charged borrowers fees on their mortgage loan accounts (a) for service of process for unknown spouse(s) and/or unknown tenant(s) in possession of subject property or any such reference to unknown spouses or tenants such as John Doe or Jane Doe; (b) for property maintenance where neither Nationstar nor anyone on Nationstar’s behalf provided any maintenance on the property and when the fee was in fact a fee to register the property in default with a governmental unit or subunit; (c) to inspect the mortgaged property when the inspector did not inspect the mortgaged property; and (d) for attorneys’ fees from a prior unsuccessful foreclosure action in breach of contract, and in violation of the FCCPA and the FDUTPA, and seeks actual and statutory damages for breach of contract and under the FCCPA the FDUTPA on behalf of the named Counter-Plaintiff and a class of all individuals in Florida.

Nationstar denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiff’s Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, [www.FloridaNationstarLawsuit.com](http://www.FloridaNationstarLawsuit.com). The Settlement resolves the lawsuit. The Court has not decided who is right.

### 3. What is the Florida Consumer Collections Protection Act?

The FCCPA is a Florida law that restricts certain conduct when communicating and attempting to collect consumer debts.

### 4. What is the Florida Deceptive and Unfair Trade Practices Act?

The FDUTPA is a Florida law that restricts certain conduct considered unfair or deceptive when collecting a debt.

### 5. Why is this a class action?

In a class action, one person called the “Class Representative” (in this case, Counter-Plaintiff Peter A. Colombo) sues on behalf of himself and other people with similar claims.

All of the people who have claims similar to the Plaintiff are Settlement Class Members, except for those who exclude themselves from the Settlement Class.

**QUESTIONS? CALL 1-866-963-9973 OR VISIT  
WWW.FLORIDANATIONSTARLAWSUIT.COM.4**

## 6. Why is there a settlement?

The Court has not found in favor of either Plaintiff or Nationstar. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Claimants will receive the benefits described in this Notice. Nationstar denies all legal claims in this case. Counter-Plaintiff and Counter-Plaintiff's lawyers think the proposed Settlement is best for everyone who is affected.

## WHO IS PART OF THE SETTLEMENT

### 7. Who is included in the Settlement?

The Settlement Class is defined as:

**All persons in the State of Florida whose mortgage contracts have been or are being serviced by Nationstar acting on behalf of US Bank and for other note or mortgage holders from May 29, 2013, until the date of the Final Approval Order, where Nationstar collected or attempted to collect, through the mortgage account statements, the following:**

- a. Amounts for service of process for unknown spouse(s) and/or unknown tenant(s) in possession of subject property or any such reference to unknown spouses or tenants such as John Doe or Jane Doe.**
- b. Amounts for property maintenance where neither Nationstar nor anyone on Nationstar's behalf provided any maintenance on the property and when the fee was in fact a fee to register the property in default with a governmental unit or subunit.**
- c. Amounts attributable to fees to inspect the mortgaged property when the inspector did not inspect the mortgaged property.**

Persons meeting this definition are referred to collectively as the "Settlement Class" and, individually, as "Settlement Class Members."

Excluded from the Settlement Class are: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Counter-Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Counter-Plaintiff's Counsel, their employees, and their immediate family.

### 8. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at [www.FloridaNationstarLawsuit.com](http://www.FloridaNationstarLawsuit.com) or call the toll-free number, 1-866-963-9973. You may also send questions to the Settlement Administrator at Florida Nationstar Lawsuit, P.O. Box 173062, Milwaukee, WI 53217.

## THE SETTLEMENT BENEFITS

### 9. What does the Settlement provide?

**QUESTIONS? CALL 1-866-963-9973 OR VISIT  
WWW.FLORIDANATIONSTARLAWSUIT.COM.5**

To fully settle and release claims of the Settlement Class Members, Nationstar has agreed to make payments to the Settlement Class Members and pay for notice and administration costs of the Settlement (the "Settlement Fund"). Defendant will pay \$1,500,000.00 (the "Settlement Fund"). Each Settlement Class Member who submits a timely and complete Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required representations, shall be sent a Claim Settlement Check by the Settlement Administrator on a *pro rata* basis not to exceed \$100.00 per class to which the claimant is a party, for a total amount not to exceed \$300.00 per claimant. Settlement Class Claimants will be sent their Claim Settlement Payments at the address they submitted on their Claim Form within 60 days following the Effective Date.

#### 10. How do I file a Claim?

If you qualify for a payment, you must complete and submit a valid Claim Form. You may download a Claim Form at the Settlement Website, [www.FloridaNationstarLawsuit.com](http://www.FloridaNationstarLawsuit.com), or request a Claim Form by calling the Settlement Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately, and timely submitted.

You must submit a Claim Form by U.S. Mail or through the Settlement Website, and it must be postmarked by [DATE]. If you file a Claim Form online, then you must so file by 11:59 p.m. EST on xxxxxxxxxx.

Please read the Claim Form carefully and provide all the information required. Only one Claim Form may be submitted per Settlement Class Member, unless extraordinary circumstances exist, or the Court orders otherwise.

#### 11. When will I receive my payment?

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* "Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

Any payments will be made via physical check.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Nationstar on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlement Class.

#### 12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a request for exclusion form by mail to:

Florida Nationstar Lawsuit  
EXCLUSIONS  
P.O. Box 173001  
Milwaukee, WI 53217

Your request to be excluded from the Settlement must be personally signed by you under penalty of perjury and contain a statement that indicates your desire to be "excluded from the Settlement Class"

**QUESTIONS? CALL 1-866-963-9973 OR VISIT  
WWW.FLORIDANATIONSTARLAWSUIT.COM.6**

and that, absent of excluding yourself or “opting out,” you are “otherwise a member of the Settlement Class.”

Your exclusion request must be postmarked no later than ~~xxxxxxx~~. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

**13. If I do not exclude myself, can I sue Nationstar for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Nationstar for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

**14. What am I giving up to stay in the Settlement Class?**

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Nationstar about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at [www.FloridaNationstarLawsuit.com](http://www.FloridaNationstarLawsuit.com). The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class that are listed in Question 16 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

**15. If I exclude myself, can I still get a payment?**

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

## **THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in the case?**

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

JAMES A. BONFILGIO, ESQ.  
Florida Bar No. 288055  
tilalawyer@aol.com  
Law Offices of James A. Bonfiglio  
413 W. Boynton Beach Blvd.  
Boynton Beach, FL 33435-4026  
Phone: 561-734-4026

JACK SCAROLA, ESQ.  
Florida Bar No. 169440  
jsx@searcylaw.com  
Searcy Denney Scarola Barnhart & Shipley  
2139 Palm Beach Lakes Blvd.

**QUESTIONS? CALL 1-866-963-9973 OR VISIT  
WWW.FLORIDANATIONSTARLAWSUIT.COM.7**

West Palm Beach, FL 33409-6601  
Phone: 561-686-6300

LOUIS SILBER, ESQ.  
Florida Bar No. 176031  
lsilber@silberdavis.com  
Silber & Davis  
501 S. Flagler Drive  
Flagler Center, Suite 306  
West Palm Beach, FL 33401-5911  
Phone: 561-615-6262

PHILIP M. BURLINGTON, ESQ.  
NICHOLE J. SEGAL, ESQ.  
Burlington & Rockenbach, P.A.  
1601 Forum Place  
Suite 600  
West Palm Beach, FL 33401  
(561) 721-0400  
[pmb@FLAppellateLaw.com](mailto:pmb@FLAppellateLaw.com)

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

**17. How will the lawyers be paid?**

Class Counsel intend to request up to \$1,300,000.00 for attorneys' fees and \$60,000.00 in actual out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid separately from the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that a Service Award of \$10,000.00 be paid separately from the Settlement Fund to the Class Representative for his service as representative on behalf of the whole Settlement Class.

## **OBJECTING TO THE SETTLEMENT**

**18. How do I tell the Court if I do not like the Settlement?**

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- 1) A heading that includes the case name and case number;
- 2) Your name, address, telephone number, and if represented by counsel, the name, bar number, address, and telephone number of your counsel;
- 3) A signed statement stating, under penalty of perjury, that you received one or more covered communications from Nationstar;

**QUESTIONS? CALL 1-866-963-9973 OR VISIT  
[WWW.FLORIDANATIONSTARLAWSUIT.COM.8](http://WWW.FLORIDANATIONSTARLAWSUIT.COM.8)**

- 4) A statement of all your objections to the Settlement including your legal and factual basis for each objection;
- 5) A statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend;
- 6) The number of times in which your counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 7) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- 8) Any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between you or your counsel and any other person or entity.

If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings) and mail your objection to each of the following three (3) addresses, and your objection must be postmarked by **XXXXXXXXXX**.

Clerk of the Court	Class Counsel	Defendant's Counsel
Palm Beach County Clerk of Court 205 N. Dixie Highway West Palm Beach, FL 33401	James A. Bonfiglio Law Office of James A. Bonfiglio 413 W. Boynton Beach Blvd. Boynton Beach, FL 33435-4026	Sara F. Holladay McGuireWoods LLP Bank of America Tower 50 N. Laura Street, Suite 3300 Jacksonville, FL 32202

**19. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

**THE FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Approval Hearing").

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

The Court has scheduled a Final Approval Hearing on **xxxxxxx at xxx a.m.** at the **xxxxxxxxxxxxxx**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.FloridaNationstarLawsuit.com](http://www.FloridaNationstarLawsuit.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for a Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

**QUESTIONS? CALL 1-866-963-9973 OR VISIT  
WWW.FLORIDANATIONSTARLAWSUIT.COM.9**

**21. Do I have to attend the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

**22. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (*see* Question 18 above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING**

**23. What happens if I do nothing at all?**

If you are a Settlement Class Member and do nothing, meaning you do not file a timely Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

**GETTING MORE INFORMATION**

**24. How do I get more information?**

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at [www.FloridaNationstarLawsuit.com](http://www.FloridaNationstarLawsuit.com). You also may write with questions to the Settlement Administrator at Florida Nationstar Lawsuit, P.O. Box 173062, Milwaukee, WI 53217 or call the toll-free number, 1-866-963-9973.

**QUESTIONS? CALL 1-866-963-9973 OR VISIT  
WWW.FLORIDANATIONSTARLAWSUIT.COM.10**

**EXHIBIT 3 - EXCLUSION FORM**

**US BANK v. COLOMBO**  
**CASE NO.: 2017- 000532 AK**

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN AND FOR PALM BEACH  
COUNTY, FLORIDA,  
CASE NO.: 2017- 000532 AK

US BANK TRUST N.A. AS TRUSTEE SUCCESSOR  
IN INTEREST TO BANK OF AMERICA, NATIONAL  
ASSOCIATION AS TRUSTEE, SUCCESSOR BY  
MERGER TO LASALLE BANK NATIONAL  
ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH  
MORTGAGE INVESTOR TRUST, MORTGAGE LOAN  
ASSET-BACKED CERTIFICATE SERIES 2006-MLN1-1,

Plaintiff,

vs.

PETER A. COLOMBO, etc., et. ux., et al.,

Defendant and Plaintiff-in-Counterclaim

vs.

US BANK TRUST N.A. AS TRUSTEE SUCCESSOR  
IN INTEREST TO BANK OF AMERICA, NATIONAL  
ASSOCIATION AS TRUSTEE, SUCCESSOR BY  
MERGER TO LASALLE BANK NATIONAL  
ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH  
MORTGAGE INVESTOR TRUST, MORTGAGE LOAN  
ASSET-BACKED CERTIFICATE SERIES 2006-MLN1 -1,  
and NATIONSTAR MORTGAGE, LLC,

Defendants-in-Counterclaim.

**“REQUEST FOR EXCLUSION”**

**READ THE ENCLOSED LEGAL NOTICE CAREFULLY BEFORE FILLING OUT  
THIS FORM**

The undersigned **DOES NOT** wish to remain a member of the Class certified in the case of  
**US BANK TRUST N.A., etc v. PETER A COLOMBO** Case No.: 50-2017-CA-000532XXXXMB  
in the Fifteenth Judicial Circuit in and for Palm Beach County Florida. Dated this \_\_\_\_ day of  
\_\_\_\_\_, 2025.

---

Authorized Signature

---

Printed Name

Address of Signatory:

---

If you wish to exclude yourself from the Class, you must fill in this form and return it to:

AB Data  
P.O. Box 173062  
Milwaukee, WI 53217

Or

James A. Bonfiglio, Esq.,  
413 West Boynton Beach Blvd.  
Boynton Beach FL, 33435  
Counsel for Class Plaintiff

**NO LATER THAN** \_\_\_\_\_

**EXHIBIT 4 - CLAIM FORM**

**US BANK v. COLOMBO**  
**CASE NO.: 2017- 000532 AK**

**Colombo v. Nationstar Mortgage LLC**

**CLAIM FORM**

**Case No.: 502017CA000532**

Return this Claim Form to: Settlement Administrator, P.O. Box 173062, Milwaukee, WI 53217. Questions, visit [www.FloridaNationstarLawsuit.com](http://www.FloridaNationstarLawsuit.com) or call 1-866-963-9973.

**DEADLINE: THIS CLAIM FORM MUST BE POSTMARKED BY [MONTH DAY, YEAR], BE FULLY COMPLETED, BE SIGNED UNDER OATH, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.**

**YOU MUST SUBMIT THIS CLAIM FORM TO RECEIVE A SETTLEMENT PAYMENT.**

Please note that if you are a Settlement Class Member, the Settlement Class Member Verification section below requires you to verify that all information contained therein is true and correct. This Claim Form may be researched and verified by the Settlement Administrator.

**YOUR CONTACT INFORMATION**

**Name:** \_\_\_\_\_  
(First) (Middle) (Last)

**Current Address:** \_\_\_\_\_  
(City) (State) (ZIP Code)

**Current Email Address:** \_\_\_\_\_ @ \_\_\_\_\_

**Current Phone Number:** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

(A phone number and current email address where you can be reached if further information is needed are required.)

**Claim ID :** \_\_\_\_\_

**I verify that the foregoing is true and correct.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

If you have questions, you may call the Settlement Administrator at 1-866-963-9973.

**OR**

James A. Bonfiglio, Esq. at 561-734-4503

**EXHIBIT 5 - A.B. DATA DECLARATION**

**US BANK v. COLOMBO**  
**CASE NO.: 2017- 000532 AK**

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN AND FOR PALM BEACH  
COUNTY, FLORIDA,

CASE NO.: 2017- 000532 AK  
RESIDENTIAL MORTGAGE FORECLOSURE

US BANK TRUST N.A. AS TRUSTEE SUCCESSOR  
IN INTEREST TO BANK OF AMERICA, NATIONAL  
ASSOCIATION AS TRUSTEE, SUCCESSOR BY  
MERGER TO LASALLE BANK NATIONAL  
ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH  
MORTGAGE INVESTOR TRUST, MORTGAGE LOAN  
ASSET-BACKED CERTIFICATE SERIES 2006-MLNI-1,

Plaintiff,

vs.

PETER A. COLOMBO, etc., et. ux., et al.,

Defendant and Plaintiff-in-Counterclaim

vs.

US BANK TRUST N.A. AS TRUSTEE SUCCESSOR  
IN INTEREST TO BANK OF AMERICA, NATIONAL  
ASSOCIATION AS TRUSTEE, SUCCESSOR BY  
MERGER TO LASALLE BANK NATIONAL  
ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH  
MORTGAGE INVESTOR TRUST, MORTGAGE LOAN  
ASSET-BACKED CERTIFICATE SERIES 2006-MLNI -1,  
and NATIONSTAR MORTGAGE, LLC,

Defendants-in-Counterclaim.

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**DECLARATION OF ERIC J. MILLER OF A.B. DATA**

**COME NOW** the Class Plaintiff PETER A. COLOMBO (hereafter "Colombo") as Class Representative and the Class Plaintiffs (who, with Colombo are referred to hereinafter as "Class Plaintiffs") and file this Declaration of the Class Administrator Eric J. Miller, of A.B. Data under Fla. Stat. §92.525 in support of the Class Plaintiff's Request to Continue the August 3, 2026

Preliminary Approval hearing.

**MILLER'S DECLARATION UNDER FLA. STAT. §95.525**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

Pursuant to Fla. Stat. §92.525 which authorizes the verification of a document in place of an oath or affirmation taken or administered by an officer authorized under Fla. Stat. §117.10, Mr. Eric J. Miller, the Senior Vice President of Case Management at A.B. Data, Ltd.'s Class Action Administration Company ("A.B. Data") states the following:

1. I am the Senior Vice President of Case Management at A.B. Data, Ltd.'s Class Action Administration Company ("A.B. Data"), whose corporate office is located in Milwaukee, Wisconsin. My business address is 5080 PGA Boulevard, Suite 209, Palm Beach Gardens, FL 33418, and my telephone number is (561) 336-1801.

2. I submit this declaration at the request of Co-Lead Counsel for the Class Plaintiff James A. Bonfiglio, Esq., ("Co-Lead Counsel") in connection with the above-captioned action ("Action").

3. In my capacity as Senior Vice President of A.B. Data, I reviewed the proposed administration timeline and notice schedule, anticipated to be from the June 1, 2026 hearing date for preliminary approval of the settlement through the August 3, 2026 hearing set for the final approval of the Settlement.

4. Based upon the review of the scheduled timeline, the review of the Class Plaintiff's Motion for Preliminary Approval of Settlement, etc., and A.B. Data's experience administering complex class action settlements, A.B. Data believes that at least 30 days additional time past the August 3, 2026 schedule hearing time for final approval is necessary to complete the notice program

in an effective and reasonable manner.

5. There are 54,537 unique borrowers across the 3 certified classes according to the most recent excel spreadsheet provided by the Class Defendants. Therefore A.B. Data believes that the dissemination of Email Notice (and mail notice for those members without an email address) after the June 1, 2026 anticipated Preliminary Approval order should occur over a period of several days, rather than in a single transmission, in order to maximize deliverability rates and reduce the likelihood that email providers will block, filter, or otherwise suppress the notices as spam or bulk email traffic. Staggering the transmission of Email Notice also allows A.B. Data to monitor delivery metrics in real time and address any technical issues that may arise during the notice campaign.

6. Likewise, as set forth in the Motion for Preliminary Approval, which the undersigned has reviewed, Paragraphs 7, 8, and 9 properly outlines the anticipated time for important events to occur from the scheduled June 1, 2026 hearing. If it takes 15 days to set up and begin the emailing and US Mail to the class members, the emailing and postal delivery to those members without email addresses with the staggered start may not be completed before June 16, 2026. If the Court keeps the August 3 final approval hearing date and requires the objections served no later than 15 days before the August 3, 2026 hearing date, objections will be required no later than July 19, 2026. That schedule would only allow objecting parties at most 33 days to object, assuming all members are properly reached with the June 15, 2026 delivery of the notice.

7. In addition, A.B. Data requires sufficient time following the initial dissemination of Email Notice to process undeliverable emails, perform address research where appropriate, and issue re-mails or re-send notices to updated email or regular mail addresses that may be identified through those efforts. Providing adequate time for these additional notice efforts is important to maximize

the reach of the notice program and ensure that Settlement Class Members receive sufficient time to exercise their rights, including requesting exclusion from or objecting to the Settlement.

8. The Motion for Preliminary Approval Para. 9 also outlines the concerns over whether at most 33 days to find members who did not get the initial mailing is sufficient for class members to decide to "opt out" and/or to review the Settlement Agreement consult with counsel if desired, and determine whether to object to any part of the Settlement Agreement, or the Settlement Agreement in its entirety.

9. The Class Administrator respectfully submits that the current time schedule does not provide sufficient time to follow up searches and deliver the notices for those members where issues arise with respect to their correct addresses and do not receive the first e mail/US Mail delivered notice, and to allow class members to make an informed decision about the proposed settlement. Adding at least 30 days or more for the final approval, currently set for August 3, 2026, will give the Administrator an additional 30 days to clear up member address issues and give more than enough time for all potential member objectors to make an informed decision and file their objections.

10. Accordingly, A.B. Data believes that it would be appropriate and necessary to move the current hearing date at least 30 days from August 3, 2026 to allow sufficient time for the completion of the notice program and related follow-up efforts.

**END OF MILLER'S AFFIRMATION**

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.



Eric J. Miller Senior Vice President, A.B. Data, Ltd

5/18/26

Date

Co-Counsel for Colombo:  
James A. Bonfiglio, Esq.  
LAW OFFICES OF JAMES A. BONFIGLIO, P.A.  
413 W. Boynton Beach Blvd,  
Boynton Beach, FL 33435  
Tilalawyer@aol.com  
[JAB@fightforeclosure.com](mailto:JAB@fightforeclosure.com)  
[/s/ James A. Bonfiglio](mailto:/s/James.A.Bonfiglio)  
Fla Bar No.: 288055

Louis M. Silber, Esq.  
Allison J. Davis, Esq.  
SILBER & DAVIS  
501 S. Flagler Dr.  
Flagler Center Suite 306  
West Palm Beach, FL 33401  
[lsilber@silberdavis.com](mailto:lsilber@silberdavis.com)  
[adavis@silberdavis.com](mailto:adavis@silberdavis.com)

Jack Scarola, Esq.  
SEARCY, DENNEY, SCAROLA,  
BARNHARDT & SHIPLEY, P.A.  
2139 Palm Beach Lakes Blvd.  
West Palm Beach, FL 33409  
[jsx@searcylaw.com](mailto:jsx@searcylaw.com)  
[mmccann@searcylaw.com](mailto:mmccann@searcylaw.com)  
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#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the \_\_\_ day of May, 2026 a true and accurate copy of the foregoing was filed with the Clerk of the Court using the State of Florida e-filing system which will send a notice of electronic service to:

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