

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 Settlement¹ has been reached in a class action lawsuit about whether Nationstar Mortgage LLC d/b/a Mr. Cooper² (“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	
SUBMIT A CLAIM FORM	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.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement Class and, if you do, you will receive no benefits from the Settlement.
OBJECT	You may object on an individual or class-wide basis.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	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.

¹ 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.

² Rocket Mortgage, LLC is the successor by merger to Nationstar Mortgage LLC.

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.

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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. 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.

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 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?

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, 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 **August 15, 2026**. If you file a Claim Form online, then you must so file by 11:59 p.m. EST on August 15, 2026.

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” 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 **August 17, 2026**. 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. 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.
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Flagler Center, Suite 306
West Palm Beach, FL 33401-5911
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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

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;
- 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 **August 31, 2026**.

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 **September 14, 2026 at 9:00 a.m.** at the Judge Daniel T. K. Hurley Courthouse, 205 North Dixie Hwy., West Palm Beach, FL 33401, Courtroom 9A, before the Honorable James Sherman, Judge. 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 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.

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. 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.