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

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

Plaintiff,

v.

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

. Defendant and Plaintiff-in-Counterclaim,

v.

U.S. BANK TRUST, N.A. and NATIONSTAR MORTGAGE, LLC,

. Defendants-in-Counterclaim.

/

CASE NO.: 2017-CA-532

DIVISION AK

SETTLEMENT CLASS MEMBER

KENNETH WOLINER'S

- TIMELY OBJECTION TO PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL
- NOTICE OF INTENT TO APPEAR AND TESTIFY, and
- RESERVATION OF SUPPLEMENTATION

SETTLEMENT CLASS MEMBER KENNETH WOLINER'S TIMELY OBJECTION TO PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL; NOTICE OF INTENT TO APPEAR AND TESTIFY; AND RESERVATION OF SUPPLEMENTATION

Settlement Class Member **Kenneth Woliner ("Objector")**, appearing *pro se*, timely objects to final approval of the proposed class-action settlement; provides notice of his intent to appear, testify, and to call witnesses; and reserves the right to supplement this objection with a prompt detailed objection, including case authority; an appendix of exhibits; a witness list for the upcoming evidentiary hearing; and e-Courtesy materials that will be provided to the Court in strict compliance with Division AK instructions, with

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copies of same provided to the parties of record through electronic means (e.g., email and a Dropbox link). This Objection is timely filed on August 31, 2026, the Court-ordered objection deadline.

PRELIMINARY STATEMENT

Objector does not ask the Court to reject the Settlement based upon speculation. Instead, Objector asks the Court not to approve the Settlement based upon speculation. The Court need not reject the Settlement today; it need only decline to approve it until the material facts necessary to evaluate the Settlement are in the evidentiary record.

Because the Settlement requires objections to be physically mailed by this same deadline, Objector files this concise Objection now to preserve every presently known ground stated below. Objector intends promptly to file a more complete memorandum supplementing the factual record, legal authorities, citations, and exhibits supporting these timely stated objections, without asserting unrelated new grounds, promptly, and shall serve same by U.S. Mail and electronic service, to the Court and parties of record.

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Certificate in compliance with Fla. R. Civ. P. 1.202.

Verification

Signature

Certificate of Service

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I. OBJECTOR IS A SETTLEMENT CLASS MEMBER

1. Objector Kenneth Woliner is the borrower on a Florida residential mortgage loan serviced by Nationstar Mortgage LLC during the Settlement Class Period. Nationstar serviced Objector's loan under the fictitious name "Rushmore Servicing."

2. On August 28, 2026, Class Counsel James A. Bonfiglio advised Objector in writing that, after checking with Settlement Administrator A.B. Data, A.B. Data confirmed that Objector "[is] listed as a class member."

3. Objector's Nationstar mortgage-account records contain charges falling within or directly implicating the categories of charges addressed by this Action and Settlement, including:

a. charges for service on "unknown tenants" or "John Doe" defendants;

b. charges for county registration fees pursuant to ordinance which were misleadingly claimed to be property-preservation or property-inspection fees; and

c. legal fees incurred by the Mortgagee during its previous wrongful attempted foreclosure which concluded with a voluntary dismissal. Nationstar's own servicing records identify and maintain transaction-level information concerning such fees.

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4. Objector therefore has a direct economic interest in whether the Settlement extinguishes claims, defenses, counterclaims, offsets, recoupment rights, or other rights concerning charges that have been assessed against his mortgage account.

II. OBJECTOR OBJECTS TO FINAL APPROVAL ON THE PRESENTLY INCOMPLETE RECORD

5. Final approval should not be entered until the Court has competent evidence sufficient to determine the actual value received by the Settlement Class and the actual value of the rights being surrendered.

6. The identified Settlement Class contains approximately 54,537 borrowers and the Settlement establishes a $1.5 million claims-made fund, with payments of up to $100 for each of three payment categories and no more than $300 per claimant.

7. The claims deadline has expired. The exclusion deadline has expired. Yet Objector has located no publicly filed final administrator report establishing, among other things:

a. the number of claims submitted;

b. the number accepted and rejected;

c. the number of class members who excluded themselves;

d. the amount presently projected to be distributed to class members;

e. the number of class members who will receive $0;

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f. the amount projected to remain undistributed or revert;

g. final email-delivery and postal-notice statistics; and

h. the number and aggregate amount of challenged charges that remain on class members' mortgage accounts.

8. Those facts are not collateral discovery. They are facts necessary to determine what the Settlement actually accomplishes.

9. This Court should develop the record first, then determine whether to certify and approve the settlement second.

III. THE SETTLEMENT RELEASES AN ATTORNEY-FEE CATEGORY THAT THE COURT DID NOT CERTIFY

10. The Settlement release encompasses claims concerning attorneys' fees arising from prior unsuccessful foreclosure proceedings.

11. That is especially significant because the Court previously declined to certify the proposed attorney-fee class based upon deficiencies including commonality and/or typicality, while certifying three other categories.

12. Yet the Settlement appears to release that fourth category without establishing a corresponding fourth payment category.

13. The present record therefore does not establish:

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a. how many Settlement Class Members were assessed such attorney fees;

b. the aggregate amount assessed;

c. how much remains on borrowers' accounts;

d. how much was collected;

e. how much was reversed or waived;

f. the value of claims and defenses concerning those fees;

g. whether the named representative possesses claims typical of borrowers exposed to that category;

h. whether the named representative's procedural posture (i.e., being barred by the "law of the case" doctrine) precludes the named representative from representing claimants without such preclusive effect;

i. what the value of the attorney's fee claim is for class members with mortgages dissimilar to the class representative, based upon such mortgages not containing the "Paragraph 19: Borrower's Right to Reinstate" or other reinstatement provisions (e.g., 1-4 Family Riders using Fannie Mae forms between January 2001 and December 2020; reverse mortgages; HELOC mortgages; non-QE mortgages; etc.); or

j. what consideration those borrowers receive for releasing it.

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14. Objector himself has concrete records concerning substantial attorney-fee charges arising from prior foreclosure litigation. This is therefore not a hypothetical concern.

15. A category the Court found unsuitable for class-wide adjudication should not become suitable for class-wide extinguishment merely because it appears in a settlement release. At minimum, the Court requires an evidentiary record establishing who is affected, what rights are being surrendered, who adequately represented those borrowers, and what consideration was exchanged.

IV. THE SETTLEMENT APPEARS TO SURRENDER ACCOUNT-LEVEL DEBT-REDUCTION RELIEF WITHOUT ACCOUNTING FOR THE DEBT

16. The certification proceedings contemplated prospective relief that, if the class prevailed, could require reduction of borrowers' mortgage debt by amounts unlawfully charged and cessation of challenged practices.

17. Objector has identified no Settlement provision requiring universal removal of the challenged charges from affected mortgage accounts.

18. A cash payment and correction of mortgage indebtedness are not necessarily economic substitutes.

19. A charge remaining on a mortgage account can potentially affect the amount asserted for interest accruing on such charges, as well as the amounts asserted for reinstatement, modification, payoff, foreclosure, redemption, or other account-level calculations.

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20. Nationstar's own records demonstrate that its servicing systems track transaction-level charges, including property inspections and legal fees.

21. The Court therefore should require Nationstar to disclose, at least in aggregate form:

a. how many covered charges remain on class members' accounts;

b. their aggregate amount;

c. how many have been reversed, waived, paid, or otherwise removed; and

d. what account-level remediation, if any, the Settlement provides.

22. It is of paramount importance that this Court know whether the Settlement also removes charges alleged to be unlawful, and contrary to the terms of each mortgage. Otherwise, settlement class members will be exposed to hundreds to thousands of dollars of unreasonable, unlawful, and proscribed charges, and interest on such charges, without having any defense to Nationstar, its assignees, affiliates, and other tangentially-related persons, demanded that the class members pay such charges at a future date.

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23. If the Settlement releases the borrower's challenge to a charge, the Court, as a fiduciary to the class members, must know whether the Settlement also removes the charge.

24. In the alternative, the Settlement Agreement must be amended to remove the waiver of defenses in recoupment, and compulsory counterclaims, and third-party claims, related to the assertion of such charges now, or at a later date.

V. THE RELEASE IS BROADER THAN A SIMPLE RELEASE OF THREE DAMAGES CLAIMS

24. Objector objects to the breadth of the proposed Release insofar as it purports to extinguish rights extending beyond the three certified payment categories, including rights denominated as defenses, counterclaims, debts, obligations, remedies, mature or not-yet-mature rights, and other account-related rights, and insofar as it extends protection to broadly defined Released Parties, successors, assigns, affiliates, vendors, contractors, or other persons.

25. A mortgage-account defense is not necessarily equivalent to an affirmative damages claim. A claim can become time-barred as an affirmative cause of action while a defense, offset, or recoupment right may present materially different questions.

26. The Court should not approve language capable of extinguishing defenses to mortgage indebtedness without knowing:

a. what charges remain incorporated into that indebtedness;

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b. how many borrowers remain subject to collection;

c. how many loans have been transferred;

d. how many borrowers are delinquent, in foreclosure, or otherwise exposed to collection of those amounts; and

e. whether the Settlement removes the underlying debt corresponding to the released defense.

27. At minimum, the Settlement should expressly preserve challenges to mortgage indebtedness and otherwise available defenses, affirmative defenses, offsets, recoupment, compulsory counterclaims, reinstatement and redemption objections, independent post-cutoff conduct, and independent conduct of successor servicers.

VI. THE CLASS CONTAINS MATERIALLY DIFFERENT ECONOMIC AND LEGAL GROUPS

28. The Settlement Class is not economically homogeneous merely because all members were serviced by Nationstar.

29. Material differences may include:

a. mortgage forms and riders;

b. contractual fee provisions;

c. servicing histories;

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d. whether Nationstar continues to service the loan or transferred it;

e. whether challenged charges remain unpaid, were paid, were capitalized, reversed, or waived;

f. loss-mitigation and modification histories;

g. current, delinquent, prior-foreclosure, active-foreclosure, judgment, payoff, and other enforcement statuses;

h. whether the borrower possesses an affirmative damages claim, defense, offset, recoupment right, or other account-level challenge; and

i. whether the borrower submits a claim and receives money or submits no claim and receives $0.

30. Objector therefore objects that the present record is insufficient to determine whether the named representative and Class Counsel adequately represented materially different groups whose rights may have substantially different values.

31. The Court should determine whether subclasses, narrower releases, differential treatment, or other structural protections are necessary before binding all affected borrowers.

VII. THE CLAIMS-MADE, ZERO-PAYMENT, AND REVERSION FEATURES CANNOT BE FAIRLY EVALUATED WITHOUT FINAL DATA

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32. A class member who submits no qualifying claim apparently receives ABSOLUTELY ZERO DOLLARS AND ZERO CENTS ($0.00), while nevertheless becoming bound by the Release.

33. The Settlement also provides for disposition of undistributed funds that may permit money not distributed to class members to revert rather than producing additional class benefit.

34. Those provisions cannot meaningfully be evaluated from the Settlement Fund's nominal face value alone.

35. The Court should determine the actual projected distribution to class members, the number receiving nothing in exchange for an extremely broad release of claims, waiver of defenses, which affects every mortgage owned by any mortgagee (e.g., Real Estate Investment Trusts; Banks, original creditors; successors in interest, etc.), of which Rocket Mortgage LLC has ever provided Servicing or other services for, in the past, present, or future, and the projected undistributed/reversion amount before deciding fairness.

36. The actual value of a settlement is what the class receives—not merely the largest number printed in the agreement.

VIII. OBJECTOR OBJECTS TO THE ADEQUACY AND PERFORMANCE OF NOTICE

37. Objector further objects to final approval without an adequate evidentiary record concerning the actual performance of the notice program.

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38. On August 28, 2026, Class Counsel advised Objector that A.B. Data reported:

a. Objector was listed as a class member;

b. postal notice purportedly was sent to the mortgaged-property address on June 16, 2026;

c. the notice was not compliant with Rules 28 CFR 35.106; 35.130; and 35.130, of Title II of the Americans with Disabilities Act ("ADA"); or Florida's implementation of the ADA through the Supreme Court rule, Florida Rule of General Practice and Judicial Administration 2.540(c)(1); and the Chief Judge of this circuit's administrative order, 15th Judicial Circuit Administrative Order 2.207, commanding all proceedings to comply with the ADA notice requirements; or

d. electronic notice purportedly was sent on June 20, 2026 to an email address belonging to Objector's wife, not Objector.

39. Objector does not recall receiving and does not possess either purported Settlement notice and learned of the Settlement independently.

40. Nationstar's own servicing-transfer records associated Objector's loan with his wife's email address. Whether Nationstar identified that address to A.B. Data as Objector's email, as a spouse or third-party address, or merely transmitted an unlabeled electronic-contact field is presently unknown.

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41. Objector further was serviced by Nationstar under the "Rushmore Servicing" name. The Court should determine whether the notice program adequately accounted for borrowers who knew their servicer by a brand or fictitious name rather than "Nationstar."

42. The Administrator should provide competent evidence concerning actual notice performance, including aggregate email delivery/bounce data, postal returns and remediation, and—concerning Objector—the sender address, subject line, transmission date/time, recipient field, delivery/bounce disposition, and other maintained transmission data.

43. Objector does not contend that his own experience alone proves that notice failed class-wide. It demonstrates why actual administrator evidence, rather than an assumption that transmission equals meaningful notice, is material to final approval.

IX. THE COURT SHOULD CONSIDER THE ACTUAL VALUE OF THE SETTLEMENT BEFORE APPROVING FEES AND THE SERVICE AWARD

44. Objector objects to approval of attorneys' fees, expenses, and any service award until the Court has determined the Settlement's actual class benefit.

45. The requested fees may be separately funded and therefore should not incorrectly be portrayed as simply reducing the $1.5 million fund dollar-for-dollar. Nevertheless, the relationship between compensation to counsel and the actual value delivered to the class remains relevant to the overall fairness determination.

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46. The same is true of the proposed service award.

47. Final claims participation, actual distribution, reversion, account-level remediation, and the value of released rights should therefore be established before those requests receive final approval.

X. THE SEPTEMBER 14 HEARING IS AN EVIDENTIARY HEARING; MATERIAL FACTS SHOULD BE PROVED BY EVIDENCE

48. The Court has scheduled a three-hour Final Approval Evidentiary Hearing for September 14, 2026.

49. Material factual propositions concerning:

a. notice;

b. claims participation;

c. projected distribution;

d. reversion;

e. outstanding mortgage-account charges;

f. the attorney-fee category;

g. valuation of surrendered relief; and

h. the operation and scope of the Release

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should be established through competent evidence in an identifiable record rather than solely through representations of counsel.

50. Objector intends personally to appear, present legal argument, and testify under oath concerning matters within his personal knowledge.

51. Objector presently intends to call Kenneth Woliner as a witness. Objector also identifies his wife, Carmina Gina Ricciardi ("Gina Woliner"), as a potential witness concerning matters within her personal knowledge, including the email account to which A.B. Data purportedly transmitted electronic notice and the search of that account.

52. Depending upon the proponents' evidentiary presentation and disclosures, testimony or sworn evidence from a knowledgeable representative of A.B. Data and a knowledgeable representative of Nationstar Mortgage LLC/Rocket Mortgage LLC may also become necessary. Objector reserves the right to seek leave to supplement or narrow his witness disclosure in response to evidence produced after today's objection deadline.

XI. OBJECTOR REQUESTS A FINITE OPPORTUNITY TO SUPPLEMENT THE SUPPORT FOR THESE TIMELY OBJECTIONS

53. The claims and exclusion deadlines have expired, while final approval remains two weeks away.

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54. Information necessary to evaluate several of the foregoing objections is in the exclusive or predominant possession of Nationstar, Class Counsel, and the Settlement Administrator.

55. Objector therefore requests leave promptly to supplement these timely asserted grounds with:

a. supporting legal authorities and citations;

b. record citations;

c. supporting documents;

d. evidence first disclosed after August 31;

e. final Settlement Administrator data;

f. rebuttal evidence; and

g. evidence or information ordered produced by the Court.

56. This request is not intended to reserve an unlimited right to invent unrelated objections after the deadline. It preserves the ability to supply authority and evidence supporting the objections timely stated above and to respond fairly to evidence that was unavailable before the deadline.

XII. REQUIRED DISCLOSURES

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57. **Class Membership.** Objector is a Settlement Class Member for the reasons stated above, and Class Counsel confirmed in writing on August 28, 2026 that A.B. Data lists him as a class member.

58. **Covered Communications.** Under penalties of perjury, Objector declares that he received one or more communications from Nationstar Mortgage LLC concerning his mortgage loan during the relevant period, including mortgage-account statements and servicing communications reflecting or relating to mortgage-account charges.

59. **Appearance and Testimony.** Objector intends personally to appear at the September 14, 2026 Final Approval Evidentiary Hearing, present argument, and provide sworn testimony subject to the Court's evidentiary rulings.

60. **Witnesses.** Objector presently intends to testify personally and identifies Gina Woliner as a potential witness as stated above. Objector identifies A.B. Data and Nationstar/Rocket knowledgeable representatives as conditional witnesses whose necessity depends upon the evidentiary record developed after this filing.

61. **Prior Class-Action Objections by Objector.** None.

62. **Counsel.** Objector appears *pro se*. No attorney presently represents Objector concerning this Objection or is presently expected to appear for him at the Final Approval Hearing.

63. **Prior Objections by Counsel.** Because Objector appears *pro se* and has no counsel concerning this Objectio.

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64. **Objection-Related Agreements.** None.

65. **Contact Information.** Objector's mailing address, telephone number, and email address appear below his signature and are incorporated herein.

XIII. RELIEF REQUESTED

WHEREFORE, Settlement Class Member Kenneth Woliner respectfully objects to final approval on the presently incomplete record and requests that the Court:

A. **DEFER FINAL APPROVAL** and entry of final judgment until the material settlement-performance and account-level information identified above is placed in the evidentiary record;

B. require the Settlement Administrator to provide final sworn claims, exclusions, notice-performance, projected-distribution, and reversion data;

C. require Nationstar to provide targeted aggregate information concerning covered charges remaining on borrower accounts, including the prior-unsuccessful-foreclosure attorney-fee category;

D. require sufficient evidence to permit the Court to determine the value of the account-level/debt-reduction relief surrendered by the Settlement;

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E. determine whether the Release may fairly encompass the uncertified attorney-fee category;

F. determine whether the Release may fairly extinguish defenses, counterclaims, debt challenges, offsets, recoupment rights, immature rights, and rights affecting transferred loans without corresponding account-level relief;

G. determine whether materially different groups within the Settlement Class require subclasses, narrower releases, differential relief, or other structural protection;

H. determine the actual amount projected to reach class members and the amount projected to remain undistributed or revert before approving the Settlement, attorneys' fees, expenses, or service award;

I. permit Objector to appear, present argument, testify, present admissible evidence, respond to evidence submitted by the proponents, and make appropriate proffers at the September 14 evidentiary hearing;

J. permit Objector promptly to supplement the authorities, citations, evidentiary support, and later-produced information supporting the **timely objections stated herein**;

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K. alternatively, if the Court declines to defer final approval, expressly rule upon each objection and requested form of relief stated herein and state the factual and legal basis for its ruling sufficiently to permit meaningful review; and

L. grant such other and further relief as the Court determines just and appropriate.

Objector emphasizes that the requested relief is initially modest: The Court need not reject the Settlement today; it need only decline to approve it on an incomplete record. In the interest of preserving judicial resources, Objector prays that this Court develop the record first, then, and only then, decide the merits of the Settlement proposed by the Class Counsel and Defendant, Rocket Mortgage LLC, f/k/a Nationstar Mortgage LLC.

CERTIFICATE IN COMPLIANCE WITH FLA. R. CIV. P. 1.202.

I certify that conferral prior to filing is not required under rule 1.202.

VERIFICATION

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

/s/ Kenneth Woliner
Kenneth Woliner

Respectfully filed, and served, on August 31, 2026

/s/ Kenneth Woliner
Kenneth Woliner

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Settlement Class Member
Pro se

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on Monday, August 31, 2026 a true and accurate copy of the foregoing was mailed by U.S. Mail, with a U.S. Postal Service Postmark, to the 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 (Class Counsel); and Sara F. Holliday, McGuireWoods LLP, Bank of America Tower, 50 N. Laura Street, Suite 3300, Jacksonville, FL 32202 (Defendant's Counsel), and a true and accurate copy was filed with the Clerk of the Court using the State of Florida e-filing system which will electronically send a notice of electronic service to: The Palm Beach County Clerk Of Court, 205 N. Dixie Highway, West Palm Beach, Fl 33401, Candace C Solis Esq 2901 Sw 149th Ave Ste, 140, Miramar, Fl 33027, Cofoservicemail@Beckerlawyers.Com; Daniel Wasserstein, Esq, 301 Yamato Rd, Suite 2199, Boca Raton, Fl 33431, Danw@Wassersteinpa.Com; Elizabeth A. Izquierdo, Esq, 500 East Broward Blvd., Suite 1400, Fort Lauderdale, Fl, 33394, Elizabeth.Izquierdo@Kellerlandsberg.Com; Jack Scarola, Esq 2139 Palm Beach Lakes, Blvd, West Palm Beach, Fl, 33409, _Scarolateam@Searcylaw.Com, Mmccann@Searcylaw.Com; James Anthony, Bonfiglio Esq, 413 W. Boynton Beach, Blvd, Boynton Beach, Fl, 33435, Tilalawyer@Aol.Com, Jab@Fightforeclosure.Com; Jason R. Bowyer Esq 50 North Laura Street, Suite 3300, Jacksonville, Fl 32202, Jbowyer@Mguirewoods.Com, Jbowyer@Mcguirewoods.Com, Flservice@Mcguirewoods.Com; Louis M. Silber Esq 105 South Narcissus Ave, Suite 402, West Palm Beach, Fl, 33401, Lsilber@Silberdavis.Com, Dnigels@Silberdavis.Com, Sfeaman@Silberdavis.Com; , Philip M. Burlington, Esq, 444 West Railroad, Avenue, Suite 350, West Palm Beach, Fl 33401, Pmb@Flappellatelaw.Com, Njs@Flappellatelaw.Com, Jrh@Flappellatelaw.Com; Wendy Manswell Esq, 6409 Congress Avenue, Suite 100, Boca Raton, Fl 33487, Garnishments@Raslg.Com, Wmanswell@Raslg.Com,

/s/ Kenneth Woliner
Kenneth Woliner

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