

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

US BANK TRUST N.A. AS TRUSTEE, etc.,

Plaintiff,

vs.

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

Defendant and Plaintiff-in-Counterclaim

vs.

US BANK TRUST N.A. AS TRUSTEE, etc.,
and NATIONSTAR MORTGAGE, LLC,

Defendants-in-Counterclaim.

UNOPPOSED NOTICE OF FILING EXECUTED SETTLEMENT AGREEMENT

NOW INTO COURT, through undersigned counsel, comes **PETER A. COLOMBO**, the Defendant herein (Hereinafter “Mr. Colombo”) and gives notice of filing this Unopposed Notice of Filing the Executed Settlement Agreement, attaching hereto the settlement agreement with the completed and executed signature pages by all parties. This has been signed in counterparts under the agreement, Page 35 Section VII S. The Court approved the Settlement Agreement at the June 1, 2026 9:00 am hearing.

Co-Counsel for Colombo:

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 3, 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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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.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between and among the following parties, by and through their respective counsel: Defendant/Counter-Plaintiff Peter A. Colombo (“Counter-Plaintiff” or “Class Representative”), on behalf of himself and the Settlement Class, and

Plaintiff/Counter-Defendant U.S. Bank National Association, 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 Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-MLN-1 (“U.S. Bank”) and Third-Party Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper¹ (“Nationstar”), (collectively, “Counter-Defendants”). Counter-Plaintiff and Counter-Defendants will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, Counter-Plaintiff filed a Class Action Counterclaim (the “Counterclaim”) on behalf of himself and a putative class in the lawsuit styled U.S. Bank National Association, 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 Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-MLN-1 v. Peter Colombo in the Circuit Court of the Seventeenth Judicial Circuit in and for Palm Beach County, Florida, Case No. 2017CA000532, which asserts claims under the Florida Consumer Collection Practices Act (“FCCPA”), the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), and breach of contract.

WHEREAS, Counter-Plaintiff alleges that he and members of the class were charged fees for (i) service of process on 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; (ii) for property inspections where the inspector was unable to gain access to the property; (iii) for property registration fees classified as “Maintenance” on the mortgage loan statement; and (iv)

¹ Rocket Mortgage, LLC is the successor by merger to Nationstar Mortgage LLC.

attorneys' fees from a prior unsuccessful foreclosure action in violation of the FCCPA, FDUTPA, and the terms of the mortgage contract, which allegedly caused harm (the "Allegations");

WHEREAS, on July 24, 2025, the Court entered an order granting class certification as to the classes for (i) service of process on 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; (ii) for property inspections where the inspector was unable to gain access to the property; (iii) for property registration fees classified as "Maintenance" on the mortgage loan statement, but denied class certification for (iv) attorneys' fees from a prior unsuccessful foreclosure action ("Class Certification Order"). Thereafter, Counter-Defendants appealed the Class Certification Order and Counter-Plaintiff cross-appealed to the Fourth District Court of Appeal, Case No. 4D25-2463 ("Appeal"). The Counterclaim and Appeal are collectively (the "Action").

WHEREAS, Counter-Plaintiff alleges that, as a result of the Allegations, he and other similarly situated individuals are entitled to injunctive relief, statutory damages, actual damages, attorneys' fees, and costs;

WHEREAS, with the assistance of mediator Michael Hanzman, the Parties and their counsel engaged in an intensive, two day arm's-length mediation in an attempt to resolve the Action with a view toward achieving substantial benefits for the Settlement Class as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice;

WHEREAS, the Parties' counsel, Counter-Plaintiff, and Counter-Defendants' representative ultimately reached an agreement in principle to resolve the Action;

WHEREAS, for settlement purposes only, Counter-Plaintiff will request that the Court certify the Settlement Class and appoint him as Class Representatives and his lawyers-James A. Bonfiglio, Law Offices of James A. Bonfiglio, P.A.; Louis Silber, Silber & Davis; and Jack Scarola,

Searcy Denney Scarola Barnhart & Shipley, P.A.- as Class Counsel in this case;

WHEREAS, based on their investigation and discovery in the Action and the experience of Class Counsel, Counter-Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to, and in the best interest of, the Settlement Class;

WHEREAS, Counter-Plaintiff, on behalf of himself and as the representative of the Settlement Class, and Counter-Defendants desire to resolve the dispute between them;

WHEREAS, Counter-Plaintiff, on behalf of himself and as the representative of the Settlement Class, and Counter-Defendants will execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation; and

WHEREAS, Counter-Defendants deny any and all liability or wrongdoing to the Class Representative and to the Settlement Class. Nonetheless, Counter-Defendants have concluded that further litigation would be protracted and expensive, have taken into account the uncertainty and risks inherent in this Action, and have determined that it is desirable that the Action and the Allegations be fully, completely, and finally settled in the manner and on the terms set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Action shall be settled, compromised, and/or dismissed on the merits and with prejudice on the terms and conditions in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and on finding that it is a fair, reasonable, and adequate settlement.

I. DEFINITIONS

In addition to the terms defined above and at other places in this Agreement, the following

defined terms have the meaning set forth below:

A. “Administrator” means A.B. Data, Ltd. which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) arranging for distribution of the Class Notice and Claim Form to Settlement Class Members; (b) making any electronic mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee; (d) establishing the Settlement Website; (e) receiving and processing Settlement Claims Forms and distributing payments to Settlement Class Members; and (f) otherwise assisting with implementing and administering this Agreement, subject in all cases to approval by Class Counsel and Counsel for Counter-Defendants. Class Counsel and Counsel for Counter-Defendants may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Counter-Defendants may move the Court to substitute a different entity as Administrator on a showing of good cause.

B. “Agreement” means this Settlement Agreement and Release and all attachments and exhibits hereto.

C. “Attorneys’ Fees and Expenses” means the total recovery that may be awarded to Class Counsel to compensate them (and all other attorneys for Counter-Plaintiff or the Settlement Class) for all attorneys’ fees, costs, and adequately supported expenses of any kind (including, but not limited to, mediation fees, travel, filing fees, court reporter, and videographer expenses, expert fees and costs, and document review and production costs) incurred by Counter-Plaintiff or Class Counsel in connection with the Action.

D. “Claim” means a written request for a Claim Settlement Payment submitted by a Settlement Class Member to the Administrator.

E. “Claim Deadline” means the last date by which a Claim submitted to the Administrator by a Settlement Class Member for a Claim Settlement Payment must be submitted electronically or, if mailed, postmarked, no later than thirty (30) days before the Final Approval Hearing. All Claims electronically submitted or postmarked on or before the Claim Deadline shall be timely, and all Claims electronically submitted or postmarked after the Claim Deadline shall be untimely and barred from entitlement to any Claim Settlement Payment.

F. “Claim Form” means the form attached as Exhibit 1 to this Agreement and/or as ultimately approved by the Court.

G. “Claim Settlement Check” means the payment containing the Claim Settlement Payment for each Settlement Class Member who submits a valid and timely Claim.

H. “Claim Settlement Payment” means the payment to be made to Settlement Class Members who submit properly completed and timely Claim Forms to the Administrator, and who qualify for such relief under this Agreement.

I. “Class Counsel” means: James A. Bonfiglio, Law Offices of James A. Bonfiglio, P.A.; Louis Silber, Silber & Davis; and Jack Scarola, Searcy Denney Scarola Barnhart & Shipley, P.A., Philip M. Burlington, Esq., and Nichole J. Segal, Esq., Burlington & Rockenbach, P.A.

J. “Class Notice” means the program of notice described in this Agreement to be provided to Settlement Class Members, which will notify Settlement Class Members about the details of the Settlement. The Notice shall include the Request for Exclusion Form also known as opt out form, previously approved by the Court DE# 510 on October 2, 2025 & DE 511 on October

3, 2025 attached as Exhibit 5, and the Claim Form, attached as Exhibit 1, and includes the short form notice that will be e-mailed by the Administrator to Settlement Class Members, in substantially the form attached as Exhibit 4 to this Agreement. Should all e-mail addresses for a Settlement Class Member be returned undeliverable, then the Administrator shall provide notice to such Settlement Class Member via postcard mailed to the last known address of the Settlement Class Member via U.S. Mail.

K. “Class Notice Date” means the last date on which Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as approximately ninety (90) days prior to the Final Approval Hearing.

L. “Class Period” means the time period from May 29, 2013, through the date of the Class Certification Order, July 24, 2025 Docket Entry #486.

M. “Confidential Information” means proprietary or commercially sensitive information or personal information subject to state and federal privacy laws that the Parties agree to protect in this Agreement from disclosure and dissemination to the public or any third-party or entity other than the Administrator.

N. “Counsel for Counter-Defendants” means: Sara F. Holladay and Jason R. Bowyer of McGuireWoods LLP.

O. “Court” means the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

P. “Days” means calendar days, except that, when computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time under this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday,

or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

Q. “Effective Date” means the later of the following: (i) day which the Court enters the Final Approval Order if there are no objectors with standing to commence an appeal; (ii) the expiration of the time period for any appeal by any objector with standing to commence an appeal; or (iii) thirty (30) days after the conclusion of any appeal of the Final Approval Order.

R. “Final Approval Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement in accordance with class action procedures and requirements; and (ii) entering the Final Approval Order.

S. “Final” or “Finally Approved” or “Final Approval” of this Agreement shall mean the Effective Date of the Final Approval Order.

T. “Final Approval Order” means the order and judgment to be entered by the Court, substantially in the form, and without material change to, the order attached hereto as Exhibit 2, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole in accordance with the Florida Rules of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement and ruling on Class Counsel’s application for attorneys’ fees and expenses and the Service Award for the Class Representative. If the Court enters separate orders addressing the matters constituting the matters set forth in this paragraph, then the Final Approval Order includes all such orders.

U. “Long-Form Notice” means the notice that is attached hereto, and will be made available on the Settlement Website and upon request from the Administrator, in substantially the form attached as Exhibit 3 to this Agreement.

V. “Net Settlement Fund” means the total amount Counter-Defendants have agreed to pay to satisfy Claim Settlement Payments to Settlement Class Members, Attorney’s Fees and Expenses of Class Counsel, and Notice and Administrative Costs of this settlement.

W. “Notice and Administrative Costs” means the reasonable costs and expenses incurred by the Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with determining mail and/or e-mail addresses for Settlement Class Members, assisting Settlement Class Members, processing claims, escrowing funds, and issuing Settlement Payments.

X. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to object to the Settlement. The Objection Deadline shall be no later than thirty (30) days before the Final Approval Hearing.

Y. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be submitted in writing to Class Counsel (or the Administrator) for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be no later than thirty (30) before the Final Approval Hearing.

Z. “Preliminary Approval Order” means an order to be entered by the Court certifying the Settlement Class and granting preliminary approval to the Settlement, substantially in the form attached hereto as Exhibit 5, without material change.

AA. “Released Claims” means any and all claims, actions, causes of action, rights, suits, counterclaims, requests for relief or remedies, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been asserted against the Released Parties (defined below) in the Counterclaim or in the Action that arise from the Allegations, including but not limited to, all claims under the FCCPA, FDUTPA, any related state or federal analogue, under breach of contract, or under common law concerning any fee charged by Counter-Defendants to any Settlement Class Member for (i) service of process on 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.; (ii) for property inspections where the inspector was unable to gain access to the property; (iii) for property registration fees classified as “Maintenance” on the mortgage loan statement; and (iv) attorneys’ fees from a prior unsuccessful foreclosure action on or between May 29, 2013, and the July 24, 2025 Docket Entry #486 date of the Class Certification Order. Released Claims shall not apply to those class members who have properly and timely delivered a request for exclusion as described in this Agreement. For clarity, “Released Claims” do not include claims unrelated to the Class Action Litigation and also do not include any related or unrelated claim to the extent said claim(s) arise from actions undertaken after the Class Certification Order, July 24, 2025 DE#486.

BB. “Released Parties” means Counter-Defendants U.S. Bank National Association, 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 Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-MLN-1 and Rocket Mortgage, LLC s/b/m Nationstar Mortgage LLC d/b/a Mr. Cooper and each of their affiliates, agents, employees, subsidiaries, predecessors, successors, parents, co-venturers, divisions, joint ventures and assigns, as well as each of those entities’ or persons’ past or present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, and assigns, and anyone acting on behalf of the foregoing, including all of their subsidiaries.

CC. “Request for Exclusion” means a written request from a Settlement Class Member that seeks to exclude the Settlement Class Member from the Settlement Class.

DD. “Service Award” means any approved payments to the Class Representative.

EE. “Settlement” means the settlement set forth in this Agreement.

FF. “Settlement Class” means all members of the class of persons in this Action that has been certified by the Court as follows:

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 since May 29, 2013 through July 24, 2025, 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.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Counter-Defendants, as well as any parent, subsidiary, affiliate, or control person of Counter-Defendants, and the officers, directors, agents, servants, or employees of Counter-Defendants; (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-Plaintiffs' Counsel, their employees, and their immediate family.

GG. "Settlement Class Claimant" means any Settlement Class Member who submits a Claim in accordance with this Agreement.

II. "Settlement Class Data" means data relating to persons who, according to Counter-Defendants' records, may be Settlement Class Members. The Settlement Class Data shall be treated as Confidential Information.

JJ. "Settlement Class Member(s)" means any member of the Settlement Class.

KK. "Settlement Class Claim List" means the list of all Settlement Class Members who filed a Claim; whether the Claim was rejected or accepted, and, if rejected, the reason it was rejected; the telephone, email, or physical address to which the Claim Settlement Check shall be sent; and the total amount of Claim Settlement Payments to be made.

LL. "Settlement Fund" means the total maximum amount that Counter-Defendants have agreed to pay, as described in Section II B.1., to cover the Claim Settlement Payments.

MM. “Settlement Website” means the website prepared by the Administrator in connection with the process of providing Class Notice to Settlement Class Members.

II. SETTLEMENT TERMS

A. Certification of Settlement Class and Conditional Nature of Agreement

For settlement purposes only, Counter-Defendants conditionally agree and consent to certification of the Settlement Class. Counter-Defendants’ conditional agreement is contingent on (i) the Parties’ execution of this Agreement, (ii) the Court’s entry of the Final Approval Order, and (iii) the Final Approval Order becoming Final. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under the Florida Rules of Civil Procedure, Florida Rules of Evidence, and any applicable state law or rule of civil procedure or evidence.

The Parties deny all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that were or could have been sought in the Action as against the other, and Counter-Defendant denies all class action allegations asserted in the Action. The Parties have agreed to resolve this Action through this Agreement, but if this Agreement is deemed void or Final Approval does not occur, the Parties do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses (including, but not limited to, statute of limitations) or privileges. The Parties agree that each party retains and reserves all of these rights

and each party agrees not to take a position to the contrary.

The parties preserve all of their rights including appellate rights in the event that this Agreement is deemed void or Final Approval does not occur.

B. Settlement Class Relief

1. Claim Settlement Payments to Settlement Class

In consideration for the Releases set forth in this Agreement, Counter-Defendants shall provide the following relief:

A. Defendant shall pay \$1,500,000.00 (the “Settlement Fund”) to the Administrator for payment of approved claim forms submitted by Settlement Class Members.

Settlement Class Members must submit a timely and complete Claim Form, by the Claim Deadline in the manner required by this Agreement, to receive a Claim Settlement Payment from 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, shall be sent a Claim Settlement Check by the Administrator on a pro rata and per capita basis, not to exceed \$100.00 per class in which the claimant is an identified Class Member, with a total not to exceed \$300.00 per claimant.

Within sixty (60) days after the Effective Date, the Administrator shall send by first-class mail a Claim Settlement Check to each Settlement Class Member who submits a timely and complete Claim Form. The Claim Settlement Check will be valid for one hundred and eighty (180) days from the date of issuance. Absent good cause and approved by the Parties, Claim Settlement Checks will not be reissued after initial issuance. The Class Administrator will use all reasonable and acceptable measures to locate and distribute settlement checks. Within 90 days and again at 120 days after the initial issuance of the Settlement Checks, the Class Administrator will review

with Class Counsel for both parties, whether any settlement checks should be reissued. Upon expiration of the 180 days, any unclaimed funds or undeposited Claim Settlement Checks shall revert to –Counter-Defendants unless otherwise provided by law, agreed to by the parties or ordered by the Court.

Except as provided in this Section and any Attorney Fee and Costs award and Service Award that the Court awards to Counter-Plaintiff, Counter-Defendants shall have no obligation to make any other or further payments to Counter-Plaintiff or to any Settlement Class Member.

C. Settlement Approval

Concurrent with submission of this Agreement for the Court’s consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Counter-Defendants.

D. Service Award and Attorneys’ Fees and Expenses

1. Service Award

Counter-Defendants will pay a Service Award of Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Counter-Plaintiff, to be paid by Counter-Defendants separately from the Settlement Fund. Upon Court approval of the Service Award, Counter-Defendants will deliver to Class Counsel, James A. Bonfiglio, 413 W Boynton Beach Blvd. Boynton Beach, FL 33435, a check made payable to Counter-Plaintiff within ten (10) days of the later of the Effective 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).

2. Attorneys’ Fees and Expenses

Counter-Defendants will not oppose and if approved by the Court agree to pay an award of Attorneys' Fees and Expenses not to exceed the amount of One Million Three Hundred Sixty Thousand Dollars and Zero Cents (\$1,360,000.00) to be paid by Counter-Defendants separately from the Settlement Fund. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and Counter-Defendants shall have no responsibility, role, or liability in connection with such allocation upon court approval. All Attorneys' Fees and Expenses shall be paid to Class Counsel, payable to The Law Offices of James A. Bonfiglio, Trust Account, delivered to 413 W Boynton Beach Blvd. Boynton Beach FL 33435, within twenty (20) days of the later of the Effective 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).

III. CLAIMS ADMINISTRATION

A. Administrator

The Parties have agreed on A.B. Data, Ltd. as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, for the implementation and effectuation of Class Notice, processing Claim Forms, receiving and maintaining on behalf of the Court any correspondence regarding requests for exclusion and/or objections to the Settlement, administering Claim Settlement Payments, and providing all other related support, reporting, and administration as further stated in this Agreement. The Parties may direct the Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties mutually agree is appropriate.

The Parties will coordinate with the Administrator to provide Notice to the Settlement Class, as provided in this Agreement. The Administrator shall administer the Settlement in accordance with the terms of this Agreement and shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as Confidential Information except as provided for in this Agreement or by court order.

All Notice and Administrative Costs shall be paid by Counter-Defendants in addition to the Settlement Fund, Service Award, and Attorneys' Fees and Expenses. Counter-Defendants shall not be obligated to compute, estimate, or pay any taxes on behalf of Counter-Plaintiff, any Settlement Class Member, Class Counsel, or the Administrator. . The Administrator will invoice Counter-Defendants directly for start-up and initial Class Notice costs at any time after entry of the Preliminary Approval Order and will bill Counter-Defendants monthly for incurred fees and expenses thereafter. The Administrator will complete and provide to Counter-Defendants any current W-9 (rev. March 2024 version) forms necessary for Counter-Defendants to pay for the Notice and Administrative Costs.

B. Notice

1. Notice to the Settlement Class

Class Counsel and Counter-Defendants shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Any Notices provided under or as part of the Notice Program shall not bear or include the Counter-Defendants' logo or trademarks or the return address of Counter-Defendants or otherwise be styled to appear to originate from Counter-Defendants. At Counter-Defendants' request, ownership of the Settlement Website URL shall be transferred to

Counter-Defendants within ten (10) days of the date on which operation of the Settlement Website ceases, which shall be three months following distribution of the Settlement Fund to Settlement Class Claimants, or such other date as Class Counsel and Counter-Defendants may agree upon in writing.

2. Settlement Class Data

The parties agree and acknowledge that Counter-Defendant has supplied the contact information for the members of each class in excel format by name, mail/street address, and e-mail address where available. To the extent that a member has notified Counter-Defendant or does so prior to the completion of Class Notice, of a change to any of this contact information, Counter-Defendant shall provide such change(s) as soon as practicable to the Class Administrator.

3. Notice

The Administrator shall use Notice for Settlement Class Members for which Counter-Defendants maintains e-mail addresses. For those Settlement Class Member, the Administrator, by the Class Notice Date, shall send one copy of the Notice by e-mail. Should all e-mail addresses for a Settlement Class Member be returned undeliverable, then the Administrator shall provide notice to such Settlement Class Member via postcard mailed to the last known address of the Settlement Class Member via U.S. Mail.

4. Long-Form Notice

E-Mail Notice will contain the address for the Settlement Website, www.FloridaNationstarLawsuit.com. On the website, Settlement Class members will find important documents and court filings, including the Long-Form Notice, which will contain more detail than the email Notice. The Long Form Notice will be made available to all Settlement Class members via the Settlement Web-Site, or regular mail, or e-mail. In the event class members

contact the Class Administrator by telephone or email they may request a copy of the notice which may answer their questions.

5. Settlement Website

By the Class Notice Date, the Administrator shall establish and maintain the Settlement Website, which, among other things: (i) in addition to email or mailing the claim form (as appropriate), the web site shall enable Settlement Class Members to access and submit the Claim Form (in addition to allowing the claimant to download and send via US Mail) and Exclusion Form, (ii) provides contact information for Class Counsel, and (iii) provides access to relevant documents concerning the Action. Such documents shall include this Agreement and Class Notice; the Long-Form Notice, the Preliminary Approval Order; the Complaint; Counterclaim, Defenses to Counterclaim, and, when filed, the Final Approval Order. The Class Notice shall include the address (URL) of www.FloridaNationstarLawsuit.com for the Settlement Website. The Administrator shall maintain the Settlement Website until at least sixty (60) days following the Claim Deadline.

6. IVR

By the Class Notice Date, the Administrator shall establish and maintain a toll-free number that maintains an IVR (or similar) system to answer questions about the Settlement. The Administrator shall maintain the IVR (or similar) system until at least sixty (60) days following the Claim Deadline.

C. Claim Filing, Review, and Approval Process

1. Claim Form

To submit a Claim, Settlement Class Members must correctly provide the information and documentation required by the Claim Form. The Claim Form shall require any Settlement Class

Member who submits a Claim to provide the following documentation and information: (a) Settlement Class Claimant's name, current mailing address, current telephone number, and current e-mail address (if any).

2. Claim Filing Process

Settlement Class Members shall be permitted to make a Claim for a Claim Settlement Payment by submitting a claim form by US Mail, or via the Settlement Website on a date no later than the Claim Deadline. Any Settlement Class Member who does not submit a timely and complete Claim Form by the Claim Deadline shall be deemed to have waived any Claim and any such Claim will be rejected unless the parties agree or the court rules otherwise. Only one Claim Form may be submitted per Settlement Class Member, unless an issue arises with the claimant or claim form requiring re-submission of a claim form, at the discretion claims administrator, by agreement parties or by court order.

3. Invalid Claims

Any Settlement Class Member who fails to submit a timely, accurate Claim Form shall not be entitled to receive a Settlement Claim Payment, but shall otherwise be bound by all of the terms in this Agreement, including the terms of the Final Approval Order and the Releases in this Agreement, and shall be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Parties concerning any Released Claims. "Released Claims" do not include claims unrelated to the Class Action Litigation and also do not include any related or unrelated claim to the extent said claim arises from actions undertaken after the Class Certification Order, July 24, 2025 DE#486.

4. Claim Review Process

The Administrator shall confirm that each Claim Form submitted is complete and in the form required; that each Claim Form includes the required information; that each Claim Form was submitted in a timely fashion; and that the Claimant is a designated member of the Settlement Class, along with the Settlement Class to which the Claimant belongs. Any Settlement Class Claimant's failure to provide any of the required information may result in the Claim being deemed invalid, and Counter-Defendant shall not have any further obligation to process or make any Claim Settlement Payment on such invalid Claim. The Administrator shall notify both parties of any issue with respect to a question about a claim, and deliver copies of the questioned claim form to both parties. Absent an agreement between the parties as to any disputed claim form, the Counter-Defendant shall notify Class Plaintiff Counsel of its objection and the Court shall determine whether the claim is invalid. Absent an agreement as to any disputed claim form, the Counter-Defendant shall notify Class Plaintiff Counsel and the Court shall determine whether the claim is invalid. The Administrator shall not receive any incentive for denying claims. Counter-Defendants have the right (but not the obligation) to challenge the Claim Forms received by the Class Administrator.

D. Opt-Out Rights

1. Exclusion, otherwise known as Opt-Out, Requirements

A Settlement Class Member who wishes to opt-out of the Settlement Class must do so in writing. To opt-out, a Settlement Class Member must complete and send to the Class Administrator at the address listed in the Class Notice, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify email address or cellular telephone

number that was sent a Communication by Defendant; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action. Any exclusion or opt out letter that does not use the exclusion or opt out form sent to the class members, must include words like: “I hereby request that I be excluded from the proposed Settlement Class.” to be effective. The Administrator shall also provide for an election to be excluded on the web site, which the class member can fill out and submit online.

Any Settlement Class Member who does not opt-out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class, and shall be bound by all subsequent proceedings, orders, and judgments, including the Final Approval Order.

A Settlement Class Member who desires to opt-out must take timely affirmative written action in accordance with this Section, even if the Settlement Class Member desiring to opt-out (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

2. Opt-Outs Not Bound

Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement.

3. List of Requests for Exclusion

At least ten (10) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Counter-Defendants with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

4. All Settlement Class Members Bound By Settlement

Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms.

E. Objections

Any Settlement Class Member who does not opt-out of the Settlement may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

1. Process

Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. 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.

2. Requirements

The requirements to assert a valid written objection shall be set forth in the Class Notice. 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

1. 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 unless the Court rules otherwise.

3. Appearance

Subject to approval by the Court, any Settlement Class Member who files and serves a written objection in accordance with this Section may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on Class Counsel and Counsel for Defendant by the Objection Deadline.

The Notice of Intention to Appear must include: (a) the case name and number; (b) the Settlement Class Member's name, address, telephone number, and signature, and, if represented by counsel, their contact information; (c) the terms of the agreement that are objectionable; and (d) copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing, or as otherwise approved by the court.

Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Class Notice and this

Agreement shall not be entitled to appear at the Final Approval Hearing and raise any objections, unless the court rules otherwise.

4. Discovery From Settlement Class Members Who Object To The Settlement

The Parties shall have the right to take discovery from any person who claims to be a Settlement Class Member who objects to the Settlement without further leave of court. If the person who objects to the Settlement is represented by counsel, the Parties shall also have the right to take discovery from the Settlement Class Member's counsel without further leave of court.

F. Funding & Distribution of The Settlement Fund and Claim Settlement Payment

1. Settlement Fund

As described herein, the Settlement Fund shall be used to provide the exclusive recovery and relief for the Class. Any part of the Settlement Fund that is not used to provide relief for the Settlement Class shall revert to Counter-Defendants.

2. Funding

From the Net Settlement Fund, Counter-Defendants, within twenty (20) days after the Effective Date, shall fund all amounts required by the Administrator for distribution of any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms.

3. Distribution

The Administrator shall pay any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms within sixty (60) days after the Effective Date.

G. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been

negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Class. If the Agreement is approved without material modification by the Court, but the approval is later reversed or vacated on appeal of a class member's objection, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo ante, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive, evidentiary, procedural, or rights of any kind that they may have as to each other or any member of the Settlement Class.

H. Termination of Agreement

Either Party shall have the right in his or its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement if any of the following conditions occurs: (1) the Court, within one-hundred eighty (180) days after the motion for preliminary approval is filed, fails or declines to grant Preliminary Approval in accordance with the terms of the Preliminary Approval Order; (2) the Court, within three-hundred sixty (360) days after granting Preliminary Approval in accordance with the terms of the Preliminary Approval Order, fails or declines to grant Final Approval in accordance with the terms of the Final Approval Order; (3) an appellate court vacates or reverses the Final Approval Order; (4) the Effective Date does not occur for any reason; or (5) any condition described in this Agreement, including any Exhibits, as a basis for termination or cancellation occurs.

I. Retention of Records

The Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date. Those records shall be maintained in accordance with this Agreement as Confidential Information.

IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

A. Exclusive Remedy; Permanent Injunction

Upon issuance of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s) who have not opted out; (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto through the date of the Class Certification Order, July 24, 2025 DE#486; and (iv) Settlement Class Members who have not opted out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto through the date of the Class Certification Order, July 24, 2025 DE#486.

B. Dismissal of Claims

The Parties agree that upon the Effective Date, the Class Action Counterclaim shall be dismissed with prejudice in accordance with the Final Approval Order.

C. Continuing Jurisdiction of Court

The Court shall retain exclusive and continuing jurisdiction over this Action, the Parties, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

V. RELEASES

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Class Representative, the Settlement Class, and each Settlement Class Member from all Released Claims. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, on any of the Released Claims through the date Class Certification Order, July 24, 2025 DE#486. For clarity, “Released Claims” do not include claims unrelated to the Class Action Litigation and also do not include any related or unrelated claim to the extent said claim arises from actions undertaken after the Class Certification Order, July 24, 2025 DE#486.

The Class Representatives, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representative, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order, shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts, except to the extent that such related or unrelated claim arises from actions undertaken after the Class Certification Order, July 24, 2025 DE#486.

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Plaintiff for any and all Released Claims that he may have against any of the Released Parties, except as set forth above, as those terms are defined herein.

Upon issuance of the Final Approval Order, the Plaintiff, and all Settlement Class Members shall be permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and (b) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement.

This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement.

VI. COVENANTS, REPRESENTATIONS, AND WARRANTIES

Plaintiff and the Settlement Class Members covenant and agree: (a) not to assert any of the Released Claims in any action or proceeding and not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties; (b) not to organize or solicit the participation of Settlement Class Members in a separate class for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on or relating to any of the Released Claims or the facts and circumstances relating thereto against the Released Parties; and (c) that the

foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties, except as they may apply to any related or unrelated claims that arise from actions undertaken after the Class Certification Order, July 24, 2025 DE#486.

Counter-Plaintiff represents and warrants that: (a) he is the sole and exclusive owner of their own Released Claims; (b) he has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) he will not assign or otherwise transfer any interest in any of the Released Claims; and (d) he has no surviving claim or cause of action against any of the Released Parties that is not being released by this Agreement.

Class Counsel represent and warrant that: (a) they know of no other persons with claims against Defendant who are not included in the Settlement Class and whose claims will not be released upon the Effective Date of this Agreement; (b) they will keep confidential and not publicly disclose, disseminate, or use any of the information in the Settlement Class Data except as necessary for the class administrator until the motion for preliminary approval which will terminate the need for confidentiality; and (c) they will not advertise for or solicit individuals to bring any additional lawsuits or claims against Released Parties.

VII MISCELLANEOUS PROVISIONS

A. Receipt of Advice of Counsel

Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Release, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

B. Cooperation to Facilitate this Settlement

The Parties agree that they shall work together in good faith to facilitate this Agreement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

C. Representation by Counsel

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

D. No Admission of Liability

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Class Representative, on behalf of herself or the Settlement Class, against Counter-Defendants. Counter-Defendants expressly deny and disclaim any liability or wrongdoing. The existence, contents, and terms of Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except solely for purposes of enforcement of the Agreement's terms; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

E. Contractual Agreement

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she

represents.

F. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Counter-Defendants, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

G. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

H. Drafting

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of contra proferentem. This Agreement is a collaborative effort of the Parties and their respective attorneys.

I. Costs

Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

J. Modification or Amendment

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

K. No Waiver

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

L. Severability

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

M. No Violation of Law or Agreement

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

N. Successors

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

O. Choice of Law

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Florida, without reference to its conflict of law provisions. The adequacy of the settlement, any determination regarding Class Counsel's fees and expenses, and any Service Award shall be governed by Florida law.

P. Fair and Reasonable

The Parties and their counsel believe that this Agreement is a fair and reasonable compromise of the disputed claims, it is in the best interests of the Parties, and have arrived at this Agreement as a result of extensive arms-length negotiations.

Q. Headings

All headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

R. Exhibits

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

S. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

T. Facsimile and Electronic Mail

Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

U. Warranty of Signature

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing and that this Agreement is binding on the principal represented by that signatory.

V. No Assignment

Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were or could have been, or ever could be asserted against any Party and that are released in this Agreement, or which were, could have been, or ever could be asserted against any Party. Any Party that breaches the representations and warranties set forth in this Section shall indemnify and hold harmless each other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this Section.

W. Confidentiality; Communications to Media and Public

The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application.

The Parties also agree that before the entry of Final Approval of the Settlement, they shall not publish a press release or a release on the Internet concerning the Settlement without the prior written review and approval of Counter-Defendants. The Parties further agree that before the entry of Final Approval of the Settlement, if any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed on by all Parties, no information will be provided in response to such inquiries. For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

X. Subsequent Events Impacting Administration. If there are any developments in the effectuation and administration of this Agreement that are not dealt with by the terms of this Agreement, then such matters shall be dealt with as agreed upon by the Settling Parties, and failing agreement, as shall be ordered by the Court.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

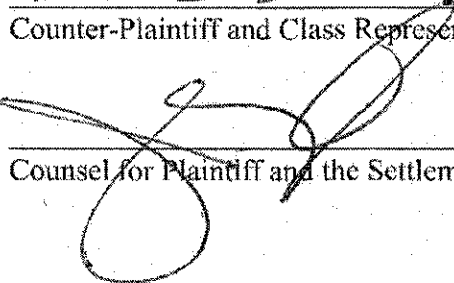
Dated: 5/29/26

By:


Counter-Plaintiff and Class Representative

Dated: 05/29/26

By:


Counsel for Plaintiff and the Settlement Class

Dated: 5/29/2026

Signed by:

By 5A8BD59498AE4EF...
Rocket Mortgage, LLC s/b/m d/b/a Mr. Cooper as attorney-in-fact for U.S. Bank National Association, 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 Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-MLN-1

Name: Edward M. Hyne

Title: Assistant Secretary and Principal Litigation Ambassador

Dated: 6/2/2026

By: 
Counsel for Counter-Defendants

EXHIBIT 1 - CLAIM FORM

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

Colombo v. Nationstar Mortgage LLC

CLAIM FORM

Case No.: 502017CA00532

Return this Claim Form to: Settlement Administrator, P.O. Box 173062, Milwaukee, WI 53217. Questions, visit 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 2 - FINAL APPROVAL ORDER

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.:
502017CA000532XXXXMBAB

U.S. BANK NATIONAL ASSOCIATION, 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 INVESTORS TRUST, MORTGAGE
LOAN ASSET-BACKED CERTIFICATES, SERIES
2006-MLN-1,

Plaintiff,

vs.

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

Defendant and Plaintiff-in-Counterclaim

vs.

U.S. BANK NATIONAL ASSOCIATION, 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 INVESTORS TRUST, MORTGAGE
LOAN ASSET-BACKED CERTIFICATES, SERIES
2006-MLN-1, and NATIONSTAR MORTGAGE
LLC,

Defendants-in-Counterclaim.

/

**[PROPOSED] AGREED ORDER GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

On _____, 2026, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Defendant/Counter-Plaintiff Peter A. Colombo (“Counter-Plaintiff” or “Class Representative”), individually and on behalf of all members of the Settlement Class, and Plaintiff/Counter-Defendant U.S. Bank National Association, 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 Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-MLN-1 (“U.S. Bank”) and Third-Party Defendant Nationstar Mortgage LLC d/b/a Mr. Cooper¹ (“Nationstar”), (collectively, “Counter-Defendants”) (reference to both Counter-Plaintiff and Counter-Defendants is collectively, the “Parties”). The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class, and set a Final Approval Hearing to take place on _____.

On _____, the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Counter-Plaintiff’s Counterclaim on the merits and with prejudice in favor of Counter-Defendants and against all persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award counsel for the Settlement Class as Attorneys’ Fees and Expenses and whether and in what amount to award a Service Award to Plaintiff.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

¹ Rocket Mortgage, LLC is successor by merger to Nationstar Mortgage, LLC.

I. JURISDICTION OF THE COURT

1. The Court has personal jurisdiction over the Parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of the Action (as defined in the Settlement Agreement) and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in mediation and extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under Fla. R. Civ. P. 1.220 have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Counter-Plaintiff are typical of the claims of the Settlement Class he seeks to represent; (d) Counter-Plaintiff has and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law

and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to Fla. R. Civ. P. 1.220, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement:

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 since May 29, 2013, until the Class Certification 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.

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

III. APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL

5. The Court finally appoints James A. Bonfiglio, Law Offices of James A. Bonfiglio, P.A.; Louis Silber, Silber & Davis; and Jack Scarola, Searcy Denney Scarola Barnhart & Shipley, P.A. as Class Counsel for the Settlement Class.

6. The Court finally designates Counter-Plaintiff as the Class Representative.

IV. NOTICE AND CLAIMS PROCESS

7. The Court makes the following findings on notice to the Settlement Class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the Rules of this Court, and any other applicable laws.

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to provide Claim Settlement Payments to those Settlement Class Members who submit valid, timely, and complete Claims.

10. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel \$1,360,000.00 as reasonable attorneys' fees and costs, inclusive of the award of reasonable costs incurred in this Action. The Court finds that the requested fees are reasonable for the reasons set forth herein. The award of attorneys' fees and costs to Class Counsel shall be paid separate from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

11. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Counter-Defendants' agreement to make significant funds available to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would

receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Counter-Defendants' possible legal defenses and their experienced and capable counsel; (3) Class Counsel have standard contingent fee agreements with Counter-Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and has approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and [REDACTED] Settlement Class Member(s) objected.

12. The Court awards a Service Award in the amount of \$10,000.00 to Counter-Plaintiff, payable pursuant to the terms of the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Counter-Defendants and the Released Parties from the Released Claims as set forth in the Settlement Agreement

14. Furthermore, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any

claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by Counter-Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Final Approval Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Persons (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

17. Counter-Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

VIII. NO ADMISSION OF LIABILITY

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Counter-Defendants or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption,

concession, or admission by Counter-Defendants of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Counter-Defendants or any Released Party;

(b) offered by any person or received against Counter-Defendants or any Released Party as evidence of a presumption, concession, or admission of any fault or violation of any law by Counter-Defendants or any Released Party; or

(c) offered by any person or received against Counter-Defendants or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

IX. OTHER PROVISIONS

19. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

21. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further

force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

23. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein.

DONE and ORDERED at Palm Beach County, Florida, this ____ day of _____, 2026.

CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

EXHIBIT 3 -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 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.

**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.

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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.

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

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?

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

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 [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 ~~xxxxxx~~. 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.
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

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.**

- 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 **xxxxxx** 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 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. 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 4 - 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 15th 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**

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

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 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.

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.

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

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.⁴ 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 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 ~~XXXXXXXX~~. If you file a Claim Form online, then you must so file by **11:59 p.m. EST on** ~~XXXXXXXX~~.

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 ~~XXXXXXXX~~. 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.FloridaNationstarLawsuit.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.**

³ "Fee Category" are the categories set forth in Subparts a. through c.

⁴ 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. 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 ~~xxxxxxx~~. 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 ~~xxxxxxxxx~~ 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 **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 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 5 - 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.

US Bank v. Colombo
Case No.: 17-532 AK
Exclusion Form
Page 2

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: 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 _____