

**IF YOU RECEIVED A NON-EMERGENCY MORTGAGE OR CREDIT CARD DEFAULT SERVICING CALL OR TEXT ON YOUR CELLULAR TELEPHONE FROM BANK OF AMERICA THROUGH THE USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM AND/OR A PRERECORDED VOICE, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- Plaintiffs brought lawsuits alleging that Bank of America violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.* by using an automatic telephone dialing system and/or an artificial prerecorded voice to place non-emergency servicing calls to cell phones (“Automatic Calls”) and to send non-emergency text messages to cell phones (“Automatic Texts”) in connection with servicing mortgage and credit card accounts that were in default, and that these autodialed calls and text messages were made and sent without the prior express consent of Class Members. Bank of America denies the allegations in the lawsuits.
- A settlement has been reached in these cases and affects individuals who:
  1. Received an Automatic Call regarding a Bank of America Residential Mortgage Loan Account between August 30, 2007 and January 31, 2013; **or**
  2. Received an Automatic Call regarding a Bank of America Credit Card Account between May 16, 2007 and January 31, 2013; **or**
  3. Received an Automatic Text regarding a Bank of America Credit Card Account between February 22, 2009 and December 31, 2010.
- Class Members may make only one claim for any Automatic Calls regarding a mortgage account and only one claim for any Automatic Calls or Automatic Texts regarding a credit card account (for a maximum of two possible claims per Class Member). A Class Member may not make both a claim for Automatic Calls and a claim for Automatic Texts regarding a credit card account.
- The Settlement, if approved, would provide \$32,083,905 to pay any and all claims from those who received any of the above-described Automatic Calls or Texts from Bank of America, as well as to pay Plaintiffs’ attorneys fees and the administrative costs of the settlement; it avoids the further cost and risk associated with continuing the lawsuits; pays money to recipients of the Automatic Calls and Texts; and releases Bank of America from further liability.
- Bank of America has developed enhancements to its business practices designed to ensure that customers who receive autodialed calls or texts have provided consent and to protect Class Members from any future unconsented-to Automatic Calls or Texts.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

**Questions? Call 1-877-919-9186 or visit [www.BOATCPASettlement.com](http://www.BOATCPASettlement.com)  
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## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|  |  |
|--|--|
| <b>Submit a Claim Form</b>                             | This is the only way to get a payment. You can submit a valid and timely claim form online at <a href="http://www.BOATCPASettlement.com">www.BOATCPASettlement.com</a> or by mail to TCPA Settlement Claims Administrator, PO Box 3410, Portland, OR 97208-3410 or by calling the toll-free number, 1-877-919-9186. If you fail to do so, you will not receive a settlement payment. |
| <b>Do Nothing</b>                                      | Get no payment. Give up rights to sue Bank of America separately.  |
| <b>Exclude Yourself OR “Opt Out” of the Settlement</b> | If you ask to be excluded, you will get no payment. This allows you to pursue your own lawsuit against Bank of America about the legal claims in this case.  |
| <b>Object</b>  | Write to the Court about why you believe the Settlement is unfair.   |
| <b>Go to a Hearing</b>                                 | Ask to speak in Court about the fairness of the Settlement.  |

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. 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 these class action lawsuits, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully.

If you received a postcard or email Notice, it is because according to Bank of America's records, you may have received (1) an Automatic Call from Bank of America regarding a Bank of America Residential Mortgage Loan Account between August 30, 2007 and January 31, 2013 ("Mortgage Calls"); **or** (2) an Automatic Call from Bank of America regarding a Bank of America Credit Card Account between May 16, 2007 and January 31, 2013 ("Credit Card Calls"); **or** (3) an Automatic Text from Bank of America regarding a Bank of America Credit Card Account between February 22, 2009 and December 31, 2010 ("Credit Card Texts").

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Rose v. Bank of Am. Corp.*, Case No. 11-cv-02390-EJD (N.D. Cal.). The proposed Settlement would resolve all claims in *Rose v. Bank of Am. Corp.*, Case No. 11-cv-02390-EJD (N.D. Cal.), and the related case *Duke v. Bank of Am.*, Case No. 5:12-cv-04009 (N.D. Cal.), as well as the claims in the following similar Actions: *Ramirez v. Bank of Am., N.A.*, Case No. 11-cv-02008 (S.D. Cal.); *Johnson v. Bank of Am., N.A.*, Case No. 11-cv-3040 LAB (S.D. Cal.); *Makin v. Bank of Am., N.A.*, Case No. 12-cv-1662 LAB (S.D. Cal.); and *Bradshaw v. Bank of Am. Corp.*, 13-CV-0431 LAB RBB (S.D. Cal.). The people who sued are called Plaintiffs, and the companies they sued, Bank of America Corporation ("BAC"), Bank of America, N.A. ("BANA"), and FIA Card Services, N.A. ("FIA") are called the Defendants and are referred to herein collectively as "Bank of America."

### 2. What are these class action lawsuits about?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative plaintiffs, also known as "class representatives," assert claims on behalf of the entire class.

The Representative Plaintiffs filed these cases against Defendants alleging that Bank of America violated the TCPA by using an automatic telephone dialing system and/or an artificial prerecorded voice to call or text cell phones without the prior express consent of the recipients.

Bank of America denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

### 3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and the people

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affected will get compensation. The Representative Plaintiffs and the attorneys think the Settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT

### 4. How do I know if I am part of the Settlement?

The Settlement provides relief for all Class Members, who are described as individuals who:

(1) received one or more non-emergency, default servicing telephone calls from Bank of America regarding a Bank of America Residential Mortgage Loan Account to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice between August 30, 2007 and January 31, 2013 (“Mortgage Calls”);

**or**

(2) received one or more non-emergency, default servicing telephone calls from Bank of America regarding a Bank of America Credit Card Account to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice between May 16, 2007 and January 31, 2013 (“Credit Card Calls”);

**or**

(3) received one or more non-emergency, default servicing text messages from Bank of America regarding a Bank of America Credit Card Account to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice between February 22, 2009 and December 31, 2010 (“Credit Card Texts”).

Individuals may be members of more than one group. Those who received both a Mortgage Call and a Credit Card Call or Text may file two claims. Those persons who also received a Credit Card Call may make only one claim for either a Credit Card Call or Credit Card Text.

Excluded from the Class are Defendants; their parent companies, affiliates or subsidiaries, or any employees thereof, and any entities in which any of such companies has a controlling interest; the judge or magistrate judge to whom any of the Actions are assigned; and, any member of those judges’ staffs and immediate families.

If you have questions about whether you are a Class Member, or are still not sure whether you are included, you can call 1-877-919-9186 or visit [www.BOATCPASettlement.com](http://www.BOATCPASettlement.com) for more information.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 5. What does the Settlement provide?

Bank of America has agreed to pay a total settlement amount of \$32,083,905 which will be used to create a Settlement Fund to pay Settlement Awards to Class Members, Plaintiffs’ attorney fees, service awards to the Representative Plaintiffs, costs, expenses, and settlement administration.

Any residual amount under \$50,000 remaining after all the payments included in the Settlement are made that would be economically unfeasible to distribute will be donated to the Electronic Frontier Foundation.

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Additionally, Bank of America has enhanced its business practices. As a benefit to all Class Members, Bank of America developed significant enhancements to its servicing systems to ensure that a borrower has provided consent before being called on a cell phone and that the Bank's loan servicing records are systematically coded to reflect the borrower's prior express consent to call his/her cell phone.

## HOW YOU GET A PAYMENT

### 6. How and when can I get a payment?

Each Class Member who submits a valid and timely Claim Form will receive a Settlement Award. A Settlement Award is a cash payment. It is estimated that Eligible Class Members' cash award payment will be between \$20 and \$40 per claim, but the final cash payment amount will depend on the total number of valid and timely claims filed by all Class Members.

Eligible Class Members may make 1) one claim for any Mortgage Calls, and 2) one claim for any Credit Card Calls or for any Credit Card Texts. Class Members may not make both a claim for Credit Card Calls and a claim for Credit Card Texts.

Claims may be submitted electronically at [www.BOATCPASettlement.com](http://www.BOATCPASettlement.com), or by calling the toll-free number 1-877-919-9186, or by mail to:

Bank of America TCPA Settlement  
Claims Administrator  
PO Box 3410  
Portland, OR 97208-3410

Claim forms must be submitted online or by phone, or if by mail, postmarked by **March 21, 2014**. The Court will hold a hearing on April 4, 2014 to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

### 7. What am I giving up to get a payment or stay in the Class?

If you are a Class Member, unless you exclude yourself, that means that you can't sue, continue to sue, or be part of any other lawsuit against Bank of America about the legal issues in *this* case and all of the decisions and judgments by the Court will bind you.

For non-emergency calls or text messages made using an automatic telephone dialing system and/or an artificial prerecorded voice, without the prior express consent of the called party, the TCPA provides for damages of \$500 per call, or \$1,500 for willful violations. However, Bank of America has denied that it made any illegal calls or sent any illegal text messages to anyone, and in any future lawsuit it will have a full range of potential defenses, including that it had prior express consent to make the calls if the consumer provided his or her cellular telephone number to Bank of America at any time, and that certain customer agreements provided Bank of America

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with consent to make the calls. In addition, please note that the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

If you file a Claim Form for benefits or do nothing at all, you will be unable to file your own lawsuit involving all of the claims described and identified below, and you will release Bank of America from any liability for them.

Remaining in the Class means that you, as well as your respective assigns, heirs, executors, administrators, successors and agents, will release, resolve, relinquish and discharge Bank of America (and all related entities) any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to the Released Parties' use of an "automatic telephone dialing system" or "artificial or prerecorded voice" to contact or attempt to contact Settlement Class Members in connection with, respectively: (i) Bank of America's servicing of any Residential Mortgage Loans via autodialed calls to cellular telephones to the fullest extent that term is used, defined or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, relevant regulatory or administrative promulgations and case law, from August 30, 2007 to January 31, 2013 ("Mortgage call Release"), (ii) Bank of America's servicing of any Credit Card Accounts via autodialed calls to cellular telephones to the fullest extent that term is used, defined or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, relevant regulatory or administrative promulgations and case law, from May 16, 2007 to January 31, 2013 ("Credit Card call Release"), and (iii) Bank of America's servicing of any Credit Card Accounts via interactive messages and/or text messages to cellular telephones to the fullest extent that those terms are used, defined or interpreted by the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.*, relevant regulatory or administrative promulgations and case law, from February 22, 2009 to December 31, 2010 ("Credit Card text Release"). Released Claims include both the claims of Bank of America account holders and non-account holders who are members of the Settlement Class. You further agree that they will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims.

The Settlement Agreement (available at the website) provides more detail regarding the release 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 Class listed in Question 9 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to Class Members who timely opt-out of the Settlement.

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## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, and you want to keep the right to sue or continue to sue Bank of America on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement.

### 8. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *Rose v. Bank of Am. Corp.*, Case No. 11-cv-02390-EJD (N.D. Cal.). Be sure to include your full name, address, and telephone number. You must also include a statement that you wish to be excluded from the Settlement. **You must mail your exclusion request postmarked no later than March 21, 2014** to:

Bank of America TCPA Settlement  
Claims Administrator  
PO Box 3410  
Portland, OR 97208-3410

If you ask to be excluded, you will not get any Settlement Award, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Bank of America in the future.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

The Court appointed the following law firms to represent you and other Class Members:

- *Ramirez* Counsel: Ankcorn Law Firm, PC, and Terrell Marshall Daudt & Willie PLLC;
- *Johnson* Counsel: Hyde & Swigart and Kazerouni Law Group, APC;
- *Makin* Counsel: Burke Law Offices, LLC, and Saeed & Little LLP;
- *Rose* Counsel: Law Offices of Douglas J. Champion, APC, Lieff Cabraser Heimann & Bernstein, LLP, Meyer Wilson Co., LPA, Terrell Marshall Daudt & Willie PLLC;
- *Duke* Counsel: Lieff Cabraser Heimann & Bernstein, LLP, and Meyer Wilson Co., LPA; and
- *Bradshaw* Counsel: Law Offices of Douglas J. Champion, APC.

These lawyers are called Class Counsel. You will not be charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 10. How will the lawyers and class representatives be paid?

Class Counsel will ask the Court to approve payment of \$8,020,976 (25% of the Settlement Fund) to compensate them for expenses and for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also request an award of

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service payments of \$2,000 each to the seven Class Representatives, in compensation for their time and effort. The Court may award less than these amounts. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund.

Any objection to Class Counsel's application for attorneys' fees and costs may be filed, and must be postmarked, no later than **March 21, 2014** which is at least 30 days following the filing of Class Counsel's motion for an award of attorneys' fees and costs.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### 11. How do I tell the Court that I do not think the Settlement is fair?

You can tell the Court that you don't agree with the Settlement or some part of it. If you are a Class Member, you can object to the Settlement if you do not think the Settlement is fair. You can state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the proposed Settlement in *Rose v. Bank of Am. Corp.*, Case No. 11-cv-02390-EJD (N.D. Cal.). Be sure to include your full name, address, telephone number, the reasons you object to the Settlement and whether you intend to appear at the fairness hearing on your own behalf or through counsel. **Your objection to the Settlement must be postmarked no later than March 21, 2014.**

The objection must be mailed to both:

|  |   |
|--|---|
| <i>Rose v. Bank of Am. Corp.</i> ,<br>Case No. 11-cv-02390-EJD (N.D. Cal.)<br>Clerk of the Court<br>U.S. District Court for the<br>Northern District of California<br>280 South 1 <sup>st</sup> Street<br>San Jose, CA 95113 | Lieff Cabraser Heimann & Bernstein, LLP<br>Embarcadero Center West<br>275 Battery Street, 29th Floor<br>San Francisco, CA 94111 |
|--|---|

## THE COURT'S FAIRNESS HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement. This Fairness Hearing will be held at 9:00 a.m. on April 4, 2014, at the United States District Court for the Northern District of California, 280 South 1<sup>st</sup> Street, 5<sup>th</sup> floor, San Jose, California in Courtroom 4. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and service awards as described above, and in what amounts. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

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### 13. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear at the Fairness Hearing in *Rose v. Bank of Am. Corp.*, Case No. 11-cv-02390-EJD (N.D. Cal.). Be sure to include your full name, address, and telephone number. Your letter stating your notice of intention to appear must be postmarked no later than **March 21, 2014** and be sent to the Clerk of the Court. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

### 14. What happens if I do nothing at all?

If you do nothing, and are a Class Member, you will not receive a payment after the Court approves the Settlement, and any appeals are resolved. In order to receive a payment, you must submit a claim form. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Bank of America about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

### 15. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Claims Administrator toll-free at 1-877-919-9186, writing to: Bank of America TCPA Settlement Claims Administrator, PO Box 3410, Portland, OR 97208-3410; or visiting the website at [www.BOATCPASettlement.com](http://www.BOATCPASettlement.com), where you will find answers to common questions about the Settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

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