

If You Paid Overdraft Fees on Debit Card Transactions to Bank of America, You May Be Eligible for a Payment from a Class Action Settlement.

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

- A Settlement has been reached in a class action lawsuit claiming that Bank of America breached its contract with consumer checking Account holders and unfairly assessed and collected Overdraft Fees on certain Debit Card transactions. Bank of America maintains it did not breach its contract and treated Account holders fairly. The Court has not decided which side is right.
- Current and former holders of Bank of America consumer checking Accounts may be eligible for a payment or Account credit from the Settlement Fund.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Receive A Payment Or Account Credit	If you are entitled under the Settlement to a payment or Account credit, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will automatically receive a payment or Account credit.
Exclude Yourself From The Settlement	Receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against Bank of America about the claims in this case.
Object	Write to the Court if you do not like the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	You will receive any payment or Account credit to which you are entitled, and will give up your right to bring your own lawsuit against Bank of America about the claims in this case.

- 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 and Account credits will be provided 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 the proposed Settlement of this class action lawsuit 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 Edward G. Smith, of the U.S. District Court for the Eastern District of Pennsylvania, is overseeing this case. The case is known as *Sherry L. Bodnar v. Bank of America, N.A.*, Case No. 5:14-cv-03224-EGS. The person who sued is called the “Plaintiff.” The Defendant is Bank of America.

2. What is this lawsuit about?

The lawsuit claims that Bank of America breached its contract with consumer checking Account holders and unfairly assessed and collected Overdraft Fees on certain Debit Card transactions.

The complaint in this Action is posted on the Settlement website and contains all of the allegations and claims asserted against Bank of America. Bank of America maintains it did nothing wrong. The Court has not decided which side is right.

3. What is an Overdraft fee?

An overdraft fee may be assessed to a holder of an Account for items paid when the Account has insufficient funds available at the time of settlement. The overdraft fees that this litigation is concerned with, called Relevant Overdraft Fees, occurred when transactions were initially authorized and approved when sufficient funds were available to cover the amount of authorization. Not all overdraft fees are Relevant Overdraft Fees.

4. Why is this a class action?

In a class action, one or more people, called class representatives (in this case, one Bank of America customer who was assessed Overdraft Fees on Debit Card Transactions), sue on behalf of people who have similar claims.

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

5. Why is there a Settlement?

The Court has not decided in favor of either the Plaintiff or Bank of America. Instead, both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The class representative and her attorneys think the Settlement is best for everyone who is affected.

Questions? Call 1-866-960-5963 or visit www.BankofAmericaOverdraftSettlement.com

WHO IS IN THE SETTLEMENT?

If you received notice of the Settlement from a postcard or email addressed to you, then you are in the Settlement Class. But even if you did not receive a postcard or email with Settlement notice, you may still be in the Settlement Class, as described below.

6. Who is included in the Settlement?

You are a member of the Settlement Class if You: (1) had a Bank of America consumer checking Account in the United States; and (2) were charged Overdraft Fees between May 25, 2011, and February 5, 2016, on transactions that were authorized and approved when sufficient funds were available to cover the amount of authorization.

If this did not happen to you, you are not a member of the Settlement Class. You may contact the Settlement Administrator if you have any questions as to whether you are in the Settlement Class.

THE SETTLEMENT'S BENEFITS

7. What does the Settlement provide?

Bank of America has agreed to establish a Settlement Fund of \$27.5 million from which Settlement Class Members will receive payments or Account credits. The amount of such payments or Account credits cannot be determined at this time. However, it will be based on the number of Settlement Class Members and the amount of Relevant Overdraft Fees each Settlement Class Member paid. Costs and fees related to Settlement and Notice administration will be paid out of the \$27.5 million Settlement Fund, as well as a Service Award for the Plaintiff, attorneys' fees for Class Counsel, and reimbursement of litigation expenses, as approved by the Court.

8. How do I receive a payment or Account credit?

If you are in the Settlement Class and entitled to receive a payment, you do not need to do anything to receive a payment or Account credit. If the Court approves the Settlement and it becomes final and effective, you will automatically receive a payment or Account credit.

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

Unless you exclude yourself from the Settlement Class, you cannot sue, continue to sue or be part of any other lawsuit against Bank of America about the legal issues in this case or based on the conduct at issue in this case. It also means that all of the decisions by the Court will bind you. Section XIV of the Settlement Agreement describes the precise legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at www.BankofAmericaOverdraftSettlement.com.

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 Bank of America on your own about the legal issues in this case or based on the conduct at issue 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.

Questions? Call 1-866-960-5963 or visit www.BankofAmericaOverdraftSettlement.com

10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your name, address and telephone number;
- A statement that you want to be excluded from the Bank of America Overdraft Settlement in *Sherry L. Bodnar v. Bank of America, N.A.*, 5:14-cv-03224-EGS; and
- Your signature.

You must mail your exclusion request, postmarked no later than **June 6, 2016**, to:

Bank of America Overdraft Litigation Exclusions
P.O. Box 4178
Portland, OR 97208-4178

11. If I do not exclude myself, can I sue Bank of America for the same thing later?

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

12. If I exclude myself from the Settlement, can I still receive a payment?

No. You will not receive a payment or Account credit if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed lawyers to represent you and others in the Settlement Class as “Class Counsel,” including:

Hassan Zavareei Jeffrey Kalief Tycko & Zavareei LLP 2000 L Street, NW, Ste. 808 Washington, DC 20036	Jeffrey M. Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Ste. 500 Fort Lauderdale, FL 33301	James Shah Shepard, Finkelman, et al. 475 White Horse Pike Collingswood, NJ 08107
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Class Counsel will represent you and others in the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel intends to request up to thirty three percent (33%) of the money in the Settlement Fund for attorneys’ fees, plus reimbursement of their expenses incurred in connection with prosecuting this case. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request a Service Award of up to \$20,000.00 for the Plaintiff be paid from the Settlement Fund to the class representative for her service to the entire Settlement Class.

Questions? Call 1-866-960-5963 or visit www.BankofAmericaOverdraftSettlement.com

OBJECTING TO THE SETTLEMENT

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

15. How do I tell the Court that I don't like the Settlement?

If you are a Settlement Class Member, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees and expenses and/or Class Counsel's request for a Service Award for the Plaintiff. To object, you must submit a letter that includes the following:

- The name of this case, which is *Sherry L. Bodnar v. Bank of America, N.A.*, 5:14-cv-03224-EGS;
- Your full name, address and telephone number;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- The identity of all counsel who represent you, 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;
- The number of times in which you 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 you have made such objection and a copy of any orders or opinions related to or ruling upon the prior objections that were issued by the trial and appellate courts in each listed case;
- 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;
- The identity of all counsel representing you who will appear at the hearing that the Court has scheduled to determine whether to grant final approval to the Settlement and Class Counsel's request for attorneys' fees and a Service Award to Plaintiff (the "Final Approval Hearing");
- 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;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

You must submit your objection to the following addresses, so that it is received by all the people listed below no later than **June 6, 2016**:

Questions? Call 1-866-960-5963 or visit www.BankofAmericaOverdraftSettlement.com

Clerk of the Court U.S. District Court for the E. Dist. of Pennsylvania Judge Edward G. Smith Holmes Bldg., 4th Floor 101 Larry Holmes Drive Easton, PA 18042	Bank of America Overdraft Litigation P.O. Box 4178 Portland, OR 97208- 4178	Hassan Zavareei Tycko & Zavareei LLP 2000 L Street, NW, Ste. 808 Washington, DC 20036	Michael B. Miller Morrison & Foerster LLP 250 W. 55 th St. New York, NY 10019
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16. What's the difference between objecting and excluding?

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 from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold the Final Approval Hearing to decide whether to approve the Settlement and the request for attorneys' fees and Service Awards for Plaintiffs. You may attend and you may ask to speak, but you don't have to do so.

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

The Court will hold a Final Approval Hearing on August 3, 2016 at 10:30 a.m., at the United States District Court for Eastern District of Pennsylvania, located at The Holmes Building, 4th Floor, 101 Larry Holmes Drive, Easton, PA 18042. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.BankofAmericaOverdraftSettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider any request by Class Counsel for attorneys' fees and expenses and for a Service Award for Plaintiff. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

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

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

Questions? Call 1-866-960-5963 or visit www.BankofAmericaOverdraftSettlement.com

- Your name, address and telephone number;
- A statement that this is your “Notice of Intention to Appear” at the Final Approval Hearing for the Bank of America Settlement in *Sherry L. Bodnar v. Bank of America, N.A.*, 5:14-cv-03224-EGS;
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature.

You must submit your Notice of Intention to Appear, so that it is received no later than **June 6, 2016**, to all of the addresses in Question 15.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will still receive the benefits to which you are entitled. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Bank of America relating to the legal issues in this case or the conduct alleged in the Complaint.

GETTING MORE INFORMATION

21. How do I get more information?

This Long Form Notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.BankofAmericaOverdraftSettlement.com. You may also write with questions to Bank of America Overdraft Litigation, P.O. Box 4178, Portland, OR 97208-4178, or call the toll-free number, 1-866-960-5963. Do not contact Bank of America or the Court for information.

Questions? Call 1-866-960-5963 or visit www.BankofAmericaOverdraftSettlement.com