
EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of January 26, 2015 between (a) plaintiffs Daniel and Nicole Glover, Gary and Lori Lunetta, and Jeanette Anderson (collectively "Plaintiffs"), on their own behalf and on behalf of a Settlement Class (as defined below), and (b) Defendant Bank of America, N.A., on behalf of itself and as successor by merger to BAC Home Loans Servicing, LP ("BANA" or "Defendants"). "Plaintiffs" and "Defendants" are referred to collectively as "the Parties".

RECITALS¹

WHEREAS, this lawsuit was filed on or about January 9, 2013 against Defendants in the Superior Court for Worcester County, Massachusetts, and captioned as *Glover v. Bank of America, N.A., et al.*, No. 2013-00037-D (the "Action");

WHEREAS, Plaintiffs filed a First Amended Class Action Complaint ("FAC") in the Action on or about March 13, 2013;

WHEREAS, Defendants timely removed the Action to the United States District Court for the District of Massachusetts (Worcester) on April 8, 2013, Case No. 4:13-cv-40042-TSH;

WHEREAS, Plaintiffs are borrowers whose residential mortgage loans were serviced by Defendants during the Class Period;

WHEREAS, Plaintiffs allege that Defendants violated Mass. Gen. Laws ch. 183, § 59, other statutes, and the common law in connection with the servicing of their residential mortgage loans by, among other things, charging late fees that Plaintiffs contend were improper under Massachusetts law and seek to bring such claims on behalf of a class of Massachusetts borrowers;

WHEREAS, on or about April 16, 2013, Defendants filed an Answer to the FAC in the Action, denying liability to Plaintiffs and the putative class and asserting various affirmative defenses;

WHEREAS, Class Counsel have conducted a thorough examination and evaluation of the law and facts through extensive discovery and other investigation relating to the Action;

WHEREAS, Defendants have denied and continue to deny the material allegations in the Action, have denied and continue to deny any wrongdoing and any liability to Plaintiffs or any Class Member, in any amount, in connection with the claims asserted in the Action, have denied that class certification is required or appropriate, and contend that they would prevail in the Action;

¹ Capitalized terms used in these Recitals shall, unless otherwise defined in the Recitals, have the meanings set forth in Section I of the Settlement Agreement.

WHEREAS, Plaintiffs maintain that they would prevail in the Action, on behalf of themselves and the Settlement Class;

WHEREAS, Plaintiffs, individually and on behalf of the Settlement Class, desire to settle the Action and all matters within the scope of the Release set forth herein, having taken into account the risks, delay, and difficulties involved in establishing liability, the likelihood of recovery in excess of that offered by this Settlement Agreement, the desirability of payment now, and the likelihood that the Action could be protracted and expensive;

WHEREAS, although Defendants deny any wrongdoing and any liability to Plaintiffs and the Settlement Class whatsoever, Defendants believe that it is desirable and in their best interest to settle the Action and all matters within the scope of the Release in the manner and upon the terms and conditions provided for in this Settlement Agreement in order to avoid the further expense, inconvenience, and distraction of litigation, and in order to put to rest the claims that have been asserted in the Action and/or are within the scope of the Release;

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged herein, Plaintiffs, individually and as representatives of the Settlement Class, and Defendants agree, subject to the approval by the Court of the Settlement, as follows:

I. DEFINITIONS

In addition to terms defined elsewhere, the following terms are used in this Settlement Agreement:

1.01 “Agreement” or “Settlement Agreement” means this Settlement Agreement.

1.02 “Bank of America” means

(a) BANA;

(b) Countrywide Bank, FSB, a former entity having been converted into a national bank and merged into Bank of America, N.A.;

(c) Countrywide Home Loans and Countrywide Home Loans Servicing LP;

(d) all investors, owners, beneficiaries, and other entities with an interest with respect to a Class Member’s Loan, including but not limited to, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Finance Agency, and any mortgage-backed securities trust; and

(e) all present and former parents, predecessors, successors, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, attorneys, vendors, accountants, agents (alleged or actual), representatives and employees of each of the persons or entities in subparagraphs (a), (b), (c) and (d) of this paragraph.

1.03 “Class” means the “Settlement Class.”

1.04 “Class Counsel” means Elizabeth A. Ryan, Jonathan Marshall, and John Roddy of Bailey & Glasser LLP, Josef C. Culik of Culik Law PC, and Kristen M. Antolini of Neighborhood Legal Services, Inc.

1.05 “Class Member” means a member of the Settlement Class. When more than one person was obligated on a single Loan, those persons collectively shall be treated as only one Class Member for all purposes except that separate Class Notices will be mailed to separate obligors if they have different addresses. Further, in those cases where a Class Member had two or more Loans in the Class Period potentially entitling the Class Member to relief under this Agreement, the Class Member shall be considered a separate Class Member as to each such Loan.

1.06 “Class Period” means the period from January 9, 2007 to January 9, 2013.

1.07 “Counsel for Defendants” means James W. McGarry and Chad W. Higgins of GOODWIN PROCTER LLP.

1.08 “Court” means the Honorable Timothy S. Hillman, District Judge, United States District Court for the District of Massachusetts, and/or such other judge of the same court to whom the Action, or a proceeding in the Action, may hereafter be assigned.

1.09 “Final Approval” means the last date on which all of the following have occurred:

(a) The Court has issued all necessary orders approving of the Settlement in a manner substantially consistent with the terms and intent of this Agreement.

(b) The Court enters a judgment finally approving the Settlement of the Action in a manner substantially consistent with the terms and intent of the Agreement.

(c) Either: (i) Thirty-five (35) days have passed after entry of the Court’s judgment finally approving the Settlement of the Action in a manner substantially consistent with the terms and intent of this Settlement Agreement and within such time, no appeal is taken after the Court’s judgment finally approving the Settlement of the Action, or (ii) the date after all appellate remedies are exhausted and the Court’s judgment is upheld, or not altered in a manner that is substantially inconsistent with the judgment, provided that any change or modification that may increase any of the Defendants’ liability or reduce the scope of the release or of the Class shall be considered as preventing the occurrence of Final Approval; and

(d) No Party with a right to do so has terminated the Agreement.

1.10 “Final Approval Date” means the date upon which Final Approval occurs.

1.11 “Final Approval Order” means the order and judgment of the Court approving the Settlement in a manner substantially consistent with the terms and intent of this Settlement Agreement, and dismissing all claims in the Action with prejudice.

1.12 “Loan” means a residential mortgage loan of a Class Member that is secured by property in Massachusetts that can qualify him or her as a member of the Settlement Class.

1.13 “Party” means either the Plaintiffs or Defendants, and “Parties” means Plaintiffs and Defendants, collectively.

1.14 “Plaintiffs’ Counsel” means (i) Elizabeth A. Ryan; (ii) Jonathan R. Marshall (iii) John J. Roddy; (iv) Josef C. Culik; (v) Kristen M. Antolini; (vi) Bailey & Glasser LLP; (vii) Culik Law PC; (viii) Neighborhood Legal Services; and (ix) any other law firms, professional legal corporations, partnerships, entities or attorneys that, to the knowledge of Class Counsel as of the date of this Agreement, have represented or purport to represent Plaintiffs or any Class Member with respect to matters within the scope of the Release and/or has or may claim to have a right to any attorneys’ fees or costs in connection with the Action; and (xi) each partner, shareholder or other part or full owner of any of the foregoing.

1.15 “Preliminary Approval” means the order or orders of the Court preliminarily approving the terms and conditions of this Agreement as contemplated by this Agreement.

1.16 “Preliminary Approval Date” means the date on which the order or orders constituting Preliminary Approval are entered by the Court.

1.17 “Representative Plaintiff” means Daniel and Nicole Glover, Gary and Lori Lunetta, and Jeanette Anderson.

1.18 “Settlement” means the resolution of the matters within the scope of the Release set forth herein, as embodied in paragraphs 4.01 and 4.02 of this Agreement.

1.19 “Settlement Administrator” means Garden City Group, Inc., or other entity in the business of class action settlement administration selected by the Parties and approved by the Court.

1.20 “Settlement Administration Costs” means the costs for administering the Settlement provided for herein.

1.21 “Settlement Class” means all Massachusetts mortgage loan borrowers who (1) had a Loan that was serviced by Bank of America, (2) on which Bank of America assessed a late fee between January 9, 2007 and January 9, 2013 in a month where a full monthly payment was made between the 1st and 16th days of the month, (3) were assessed a late fee in a prior month, and (4) appear on the Class Member List described at ¶ 2.02, *infra*.

1.22 “Settlement Fund” means \$750,000. The Fund will not exist until the Final Approval Date.

1.23 “Successful Opt-Out” means a person who timely and validly exercises his or her right to be excluded from the Class, pursuant to paragraph 2.06, but shall not include (a) persons whose requests for exclusion are challenged by Defendants pursuant to paragraph 2.09, and the challenge is not overruled by the Court or withdrawn by Defendants, (b) persons whose communication is not treated as a request for exclusion, pursuant to paragraph 2.06, and (c) persons whose requests for exclusion are not valid or are otherwise void pursuant to paragraphs 2.06, 2.07, and 2.08.

1.24 As used herein, the plural of any defined term includes the singular thereof and *vice versa*, except where the context requires otherwise. All references to days shall be interpreted to mean calendar days, unless otherwise noted. When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next day that is not a weekend or legal Court holiday.

1.25 Other terms are defined in the text of this Agreement, and shall have the meaning given to those terms in the text. It shall be the intent of the Parties in connection with all documents related to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Agreement.

II. SETTLEMENT PROCEDURES

A. Preliminary Approval.

2.01 As soon as practical after the execution of this Settlement Agreement, Class Counsel shall move the Court for an order substantially in the form of Exhibit A hereto (a) preliminarily approving the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate, including the material terms of this Agreement; (b) provisionally approving a class for settlement purposes only, defined as follows: All Massachusetts mortgage loan borrowers who (1) had a Loan that was serviced by Bank of America, (2) on which Bank of America assessed a late fee between January 9, 2007 and January 9, 2013 in a month where a full monthly payment was made between the 1st and 16th days of the month, and (3) were assessed a late fee in a prior month. (“Settlement Class”); (c) setting a date for a final approval hearing (“Final Approval Hearing”); (d) approving class notice in the form attached hereto as Exhibit B (“Class Notice”), and authorizing its dissemination to the Settlement Class; (e) setting deadlines consistent with this Agreement for mailing of the Class Notice, the filing of Successful Opt-Outs, the filing of objections, the filing of motions to intervene, the submission of requests for exclusion from the Settlement Class, and the filing of papers in connection with the Final Approval Hearing; and (f) conditionally designating Representative Plaintiffs as representatives of the Settlement Class and Class Counsel as counsel for the Settlement Class (“Preliminary Approval Order”). Defendants agree not to oppose the entry of the Preliminary Approval Order, provided it is substantially in the form of Exhibit A hereto. Defendants’ agreement not to oppose the entry of the Preliminary Approval Order shall not be an admission or concession by Defendants that a class was appropriate in the Action or would be appropriate in any other matter, and/or that any relief was appropriate in the Action or would be appropriate in any other matter.

B. Administration.

2.02 In the event of Preliminary Approval, Defendants shall prepare the list of Class Members (“Class Member List”) and provide it to the Settlement Administrator. In preparing the Class Member List, Defendants shall identify Class Members by their last known address using their readily searchable account records. The Settlement Administrator shall update the addresses on the Class Member List using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“Postal Service”). The Settlement Administrator shall use its best judgment to conduct this process of updating addresses in order to determine and use the most recent address for each Class Member.

2.03 Within forty-five (45) days after the Preliminary Approval Date, the Settlement Administrator shall mail to each Class Member a Class Notice. The Settlement Administrator shall have discretion to format the Class Notice in a reasonable manner to minimize mailing or administrative costs. The Settlement Administrator will provide to Class Counsel and Defendants’ Counsel a specimen of the format to be used prior to commencement of mailing.

2.04 The Parties will recommend that the Final Approval Hearing be scheduled for a date at least ninety (90) days after the mailing of the Class Notice.

2.05 If any Class Notice sent under paragraph 2.03 is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Class Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. If the Notice is returned by the Postal Service without a new address, the Settlement Administrator shall perform a standard skip trace customarily used by settlement administrators, and if a new address is obtained thereby, shall remail the Notice to the new address. Other than as set forth above, Defendants and the Settlement Administrator shall have no other obligation to send Class Notices unless requested by a Class Member. Other than as set forth in this Section II, there shall be no other provision for Class Notice.

2.06 Each Class Member may request exclusion from the Settlement Class and not to be bound by this Agreement, if, within such time as is ordered by the Court (“Opt-Out Period”), the Class Member completes and mails a request for exclusion (“Opt-Out”) to the Settlement Administrator at the addresses set forth in the Class Notice. The Parties will recommend that the Opt-Out Period conclude 30 days following the last projected date for the initial mailing of Class Notice to the Settlement Class.

2.07 For a Class Member’s Opt-Out to be valid and treated as a Successful Opt-Out, it must (a) identify the Class Member; (b) contain the Class Member’s personal and original signature or the original signature of a person previously authorized by law to act on behalf of the Class Member; and (c) unequivocally state the Class Member’s intent to be excluded from the Settlement. No person shall purport to exercise any exclusion rights of any other person, or purport to Opt-Out Class Members as a group, aggregate, or class involving more than one Class Member or Opt-Out more than one Class Member on a single paper, or as an agent or representative; any such purported Opt-Outs shall be void, and the Class Member(s) that is or are the subject of such purported Opt-Out shall be treated as a Class Member.

2.08 Ten (10) days after the expiration of the Opt-Out Period, the Settlement Administrator shall create a comprehensive list of Opt-Outs. The Parties shall, if possible, agree as to who is a Successful Opt-Out. Defendants or Class Counsel may dispute an Opt-Out or purported Opt-Out, and the presentation and resolution of such disputes shall be governed by paragraph 2.09 below.

2.09 Any Party may challenge any requests for exclusion identified by the Settlement Administrator as not being an Opt-Out or a Successful Opt-Out, by any form of written notice to the other Parties (“Disputed Opt-Outs”). Such notice of Disputed Opt-Outs shall void any Opt-Outs unless such other Parties dispute the challenge, in good faith, and in writing to all counsel within five (5) days. The Court shall retain jurisdiction to resolve Disputed Opt-Outs. The Parties agree that any decision by Defendants not to dispute a request for exclusion shall not be a waiver, determination, or preclusive finding against Defendants in any proceeding.

2.10 Any Class Member who is not a Successful Opt-Out shall be bound by this Agreement, this Settlement and the Release in paragraphs 4.01 and 4.02 of this Settlement Agreement. If a Class Member is a Successful Opt-Out, that Class Member shall be excluded from the Settlement, and shall not receive any benefits of the Settlement, and will not be bound by the terms of this Settlement Agreement. Any Class Member who is a Successful Opt-Out shall have no standing to object to the Settlement and/or to intervene in the Action.

2.11 Any Class Member who is not a Successful Opt-Out and who wishes to object to the proposed Settlement must serve a written objection to the Settlement (“Objection”) upon Class Counsel and Counsel for Defendants, at the addresses set forth in the Class Notice, and file the Objection simultaneously with the Court. Each Objection must (a) identify the Class Member; (b) contain the Class Member’s original signature or that of any attorney; (c) state that the Class Member objects to the Settlement, in whole or in part; (d) set forth a statement of the legal and factual basis for the objection; and (e) provide copies of any documents that the Class Member wishes to submit in support of his/her position. Objections may be served and filed by counsel for a Class Member. Any Class Member who does not submit a timely objection in complete accordance with this Agreement, the Class Notice, and otherwise as ordered by the Court shall not be treated as having filed a valid objection to the settlement.

2.12 The Parties will recommend that objections should be filed and served at the time Opt-Outs are due, i.e., with thirty (30) days of the deadline for mailing of the Class Notice established in paragraph 2.03 above.

2.13 Any Class Member who wishes to appear at the Final Approval Hearing, whether *pro se* or through counsel, must file a notice of appearance in the Action, take all other actions or make any additional filings as may be required in the Class Notice or as otherwise ordered by the Court, and serve the notice and other pleadings upon Class Counsel and Counsel for Defendants within the time set by the Court. No Class Member shall be permitted to raise matters at the Final Approval Hearing that the Class Member could have raised in an Objection, but failed to do so. Any Class Member who fails to comply with this Agreement, or the Class Notice, or any other order by the Court shall be barred from appearing at the Final Approval Hearing unless the Court otherwise orders.

2.14 The Parties will recommend that any Class Member who wishes to appear at the Final Approval Hearing should be required to take each action required under paragraph 2.13 at the time Opt-Outs are due and in no event less than thirty (30) days before the Final Approval Hearing.

2.15 Unless the Court directs otherwise, the Class Notice shall be treated as a court order insofar as it shall govern the rights and obligations of the Class Members.

2.16 Settlement administration shall be conducted by the Settlement Administrator, who shall be able to rely on and use Defendants' personnel and/or a third party administrator.

2.17 All costs of Settlement administration borne by the Settlement Administrator shall be paid exclusively from, and not in addition to, the Settlement Fund. To the extent such costs are due to be paid before the Final Approval Date, Defendants shall advance those amounts and shall be reimbursed out of the Settlement Fund.

2.18 For a period of one hundred twenty (120) days after the Final Approval Date, the Settlement Administrator shall maintain an address to receive inquiries with respect to the Settlement. The Parties, Class Counsel, and the Settlement Administrator shall, subject to the provisions of paragraph 6.08 below and any order of the Court, have the right to respond to verbal or written inquiries initiated by individual Class Members concerning the Settlement at any time. Counsel for Defendants shall also have the right to respond to verbal or written inquiries directed to them by individual Class Members by referring them to Class Counsel or the Settlement Administrator.

C. Final Approval.

2.19 At the time appointed by the Court, Representative Plaintiffs and Class Counsel shall move the Court for the Final Approval Order substantially in the form of Exhibit C hereto (a) finally approving the Settlement as fair, reasonable, and adequate; (b) giving the terms of the Settlement final and complete effect; (c) finally certifying the Settlement Class; (d) finding that all requirements of statute, rule, and state and federal Constitutions necessary to effectuate this Settlement have been met and satisfied; and (e) otherwise entering final judgment of dismissal on the merits and with prejudice in the Action. Defendants agree not to oppose the entry of the Final Approval Order, provided it is substantially in compliance with the form of Exhibit C hereto. Without implication of limitation, Defendants' agreement not to oppose the entry of the Final Approval Order shall not be an admission or concession by Defendants that a class was appropriate in the Action or would be appropriate in any other matter, and/or that any relief was appropriate in the Action or would be appropriate in any other matter.

2.20 The Final Approval Order, or a separate order, shall be entered providing that all Class Members (who are not Successful Opt-Outs), including Representative Plaintiffs, Class Counsel, and Plaintiffs' Counsel shall be enjoined from commencing, prosecuting, or assisting in any lawsuit against the Released Persons that asserts or purports to assert matters within the scope of the Release and judgment in the Action.

2.21 Prior to the Final Approval Hearing, Representative Plaintiffs and Class Counsel may, subject to the limitations set forth in paragraph 2.26 below, make written application to the

Court for an award of attorneys' fees and costs not to exceed \$250,000. Defendants agree not to oppose, or cause to be opposed, such application provided it is in accord with the limitations set forth in this paragraph and paragraph 2.22(A) – (B) below.

2.22 (A) Class Counsel agree that any application made pursuant to paragraph 2.21 above will not seek an amount, in the aggregate, in excess of two hundred fifty thousand dollars (\$250,000) in attorneys' fees and costs incurred in the Action (the "Attorneys' Fees and Costs Award"). The Attorneys' Fees and Costs award shall be paid out of the Settlement Fund and neither Defendants nor any beneficiary of the Release shall be obligated to pay any amount or sum of money towards or for attorneys' fees or litigation costs in connection with the Action. In the event that the Attorney Fees and Costs Award (if any) exceeds two hundred fifty thousand dollars (\$250,000), Representative Plaintiffs and Plaintiffs' Counsel expressly disclaim any and all right to collect any amount on account of attorneys' fees and costs which is in the aggregate in excess of two hundred fifty thousand dollars (\$250,000), and agree, upon demand, to execute a release of any person's or entity's obligations to pay such sums.

(B) In the event the Attorney Fees and Costs Award is less than the amount(s) applied for, the balance that is not awarded as part of an Attorneys' Fees and Costs Award shall remain in the Settlement Fund and be paid out as otherwise provided in this Agreement.

2.23 In the event that a lawyer, law firm, or other person or entity, other than Class Counsel, seeks an award of attorneys' fees, costs, expenses or other sums in connection with the Settlement, such appearance or attempt to obtain any award, or the Court's action thereon, shall in no way create any obligation on Defendants or any beneficiary of the Release to pay attorneys' fees and litigation costs; rather, any award in favor of such applicant shall be paid out of the Settlement Fund.

2.24 Prior to the Final Approval Hearing, Representative Plaintiffs and Class Counsel may, subject to the limitations set forth in paragraphs 2.25 and 2.26 below, make written application to the Court for a Class Representative Award to be paid to Representative Plaintiffs exclusively from, and not in addition to, the Settlement Fund for their service as class representatives in the Action in an aggregate amount not to exceed fifteen thousand (\$15,000) dollars in total. Defendants agree not to oppose, or cause to be opposed, any such application provided it is in accord with the limitations set forth in this paragraph and paragraph 2.25 and 2.26 below.

2.25 Representative Plaintiffs and Class Counsel agree that any application made pursuant to paragraph 2.24 above will not seek an aggregate amount in excess of fifteen thousand dollars (\$15,000) to be paid to Representative Plaintiffs exclusively from and not in addition to the Settlement Fund. Neither Defendants nor any beneficiary of the Release shall be obligated to pay any amount or sum of money towards or for a Class Representative Award in connection with the Action. Representative Plaintiffs and Plaintiffs' Counsel expressly disclaim any and all right to collect in excess of fifteen thousand dollars (\$15,000) in aggregate in a Class Representative Award from any person or entity, and agree, upon demand, to execute a release of any person's or entity's obligations to pay such sum.

2.26 In the event that the Court denies, in whole or in part, (a) any application made by Class Counsel pursuant to paragraph 2.21 above; and/or (b) any application made by Representative Plaintiffs and Class Counsel pursuant to paragraph 2.24 above, the remainder of the terms of this Agreement shall remain in effect.

2.27 At the Final Approval Hearing, Representative Plaintiffs and Class Counsel shall present sufficient evidence to support the entry of a Final Approval Order, substantially in the form of Exhibit C hereto, and shall present such evidence as they deem appropriate to support any requests for an Attorneys' Fees and Costs Award and/or a Class Representative Award. At Defendants' option, any Attorneys' Fees and Costs Award and/or Class Representative Award shall be by separate order or as part of the Final Approval Order.

2.28 If and when the Court gives Final Approval to the Settlement, the Action shall be dismissed, with all parties to bear his, her, or its own costs and attorneys' fees not otherwise awarded.

III. SETTLEMENT BENEFITS

3.01 The sum of money available to the Class shall be the sum calculated by subtracting from the Settlement Fund (a) the Attorneys' Fees and Costs Award, (b) the Class Representative Award, and (c) Settlement Administration Costs (calculated as any sum advanced by Defendants, plus actual expenses of the Settlement Administrator, plus a good faith estimate (including a reasonable contingency) of future expenses of Settlement Administration). This shall be the "Class Benefit Amount".

3.02 Each Class Member who (a) does not submit a Successful Opt-Out, and (b) (i) appeared on the Class Member List and there is no indication that the Class Member cannot be located, or (ii) otherwise should be treated as a Class Member (collectively, the "Benefitting Class Members") shall be provided a Settlement Payment. For purposes of this provision, a Class Member shall be deemed not capable of being located if the Class Notice mailed to that Class Member is returned to the Settlement Administrator as undeliverable with no forwarding address and such Class Member does not otherwise make his or her contact information known to the Settlement Administrator or a Party in connection with this Action. To calculate the amount to be provided in the Settlement Payment, the Settlement Administrator shall divide the Class Benefit Amount by the number of Benefitting Class Members. The Settlement Payment for each Benefitting Class Member shall be an equal, proportionate share of the Class Benefit Amount.

3.03 The Settlement Payments available to the Benefitting Class Members, as well as Defendants' payment of (a) the Attorney Fees' and Costs Award, if any, (b) the Class Representative Award, if any, (c) the Settlement Administration Costs, and (d) any other benefits in this Agreement, shall be the sole benefits in exchange for the Release and consideration for this Settlement.

3.04 There shall be no interest accrued, owing or paid on the Settlement Payments (or the Settlement Fund or on any other benefit or sums involved in the Settlement), notwithstanding any judgment, principle or statute.

3.05 Subject to the terms and conditions of the Agreement, within 30 business days after the Final Approval Date, Defendants and the Settlement Administrator shall mail or otherwise provide the Settlement Payment to each Benefitting Class Member. With respect to Benefitting Class Members whose Loan is currently serviced by Defendants, Defendants shall provide the Settlement Payment to each Benefitting Class Member by crediting the Benefitting Class Members' Loan account. With respect to Benefitting Class Members who do not currently have a Loan serviced by Defendants, the Settlement Payment will be mailed by the Settlement Administrator to the address used under section II.B or otherwise as provided for the Class Member. All Settlement Payments issued pursuant to this paragraph shall be void if not negotiated within one hundred twenty (120) calendar days of their date of issue, and shall contain a legend to that effect. Settlement Payments issued pursuant to this paragraph that are not negotiated within one hundred twenty (120) calendar days of their date of issue shall not be reissued. Further, the value of all Settlement Payments issued pursuant to this paragraph that are unclaimed by Class Members, including all returned Settlement Checks and all Settlement Checks not negotiated within one hundred twenty (120) calendar days of their date of issue, shall be revert to a *cy pres* fund, as described below in Paragraph 3.06. If a Benefitting Class Member submits a valid check reissue request within one hundred twenty (120) calendar days from the original date of issue, the Settlement Payment shall be reissued with an expiration date of the latter of either the original one hundred twenty (120) calendar day period or thirty (30) calendar days from the date of reissue. Any Benefitting Class Member who submits an invalid or untimely check reissue request shall be informed of this by Class Counsel.

3.06 In the event that any check sent to a Benefitting Class Member remains uncashed 120 days after the original date of issue, that Benefitting Class Member's claim under the Settlement Agreement shall become null and void, and the amount of the check shall revert to the Settlement Fund. All amounts remaining in the Settlement Fund 150 days after the Final Approval Date shall be paid in the form of a *cy pres* fund to Worcester Community Action Council, Inc. (WCAC). The Settlement Administrator shall deliver a check representing the *cy pres* fund, made payable to the Worcester Community Action Council, to Class Counsel for delivery to WCAC.

3.07 If a Class Member is a Successful Opt-Out, then that Class Member shall be excluded from the Settlement, shall not receive any benefits of the Settlement (including a Settlement Payment), and shall not be bound by the terms of this Settlement Agreement. If a Loan has or had more than one obligor or persons constituting a Class Member, all must elect to Opt-Out in a timely and valid fashion in order for the Class Member to be treated as a Successful Opt-Out and to be excluded from the Settlement. Pursuant to paragraph 2.07, no person shall purport to exercise any exclusion rights of any other person, or purport to Opt-Out other Class Members as a group, aggregate, or class involving more than one Class Member, or as an agent or representative. Any such purported Opt-Outs shall be void, and the Class Member(s) that is or are the subject of such purported Opt-Out shall be treated as a Class Member.

3.08 Defendants and the Settlement Administrator shall not distribute more than one Settlement Payment to co-obligors who are entitled to relief under this Agreement on account of the same Loan, but, in such cases, shall distribute only one Settlement Payment jointly to all such Class Members on a Loan (unless the co-obligors shall together direct the Settlement Administrator otherwise). Defendants and the Settlement Administrator shall have no liability to any co-obligor arising from any claim regarding the division of the benefits, or negotiation, of a

Settlement Payment among co-obligors. In the event the Settlement Administrator determines co-obligors on the same loan have different mailing addresses, the Settlement Administrator shall mail the Settlement Payment to only one address, applying his discretion and as instructed by the co-obligors if possible, and shall mail a notice to the other address(es) indicating where the check was mailed. The Settlement Administrator shall cancel and re-issue or mail or re-mail a Settlement Payment to a new address if and only if requested by all co-obligors.

3.09 Subject to the terms and conditions of this Agreement, within seven (7) business days after the Final Approval Date, and only in the event that the Court has made an Attorneys' Fee and Costs Award to Class Counsel, the Settlement Administrator shall pay the amount of any Award by check made payable to "Bailey & Glasser LLP." Defendants shall have no liability to Class Counsel arising from any claim regarding the division of any Attorneys' Fee and Costs Award between and among Class Counsel or Plaintiffs' Counsel.

3.10 Subject to the terms and conditions of this Agreement, within seven (7) business days after the Final Approval Date, and only in the event the Court has made a Class Representative Award to Representative Plaintiffs, the Settlement Administrator shall pay the amount of any Class Representative Award ordered by the Court (up to a maximum of fifteen thousand dollars (\$15,000) in aggregate) to Representative Plaintiffs, in the name of such persons, with checks delivered to Bailey & Glasser LLP. Defendants shall have no liability to Representative Plaintiffs or Plaintiffs' Counsel arising from any claim regarding the delivery or payment of the Class Representative Award by Plaintiffs' Counsel to Representative Plaintiffs or division of the Representative Plaintiff Award(s) between and among Representative Plaintiffs. Class Counsel and Representative Plaintiffs agree to provide Defendants with completed copies of Internal Revenue Service Form W-9, and understand that no Attorney's Fee and Costs Awards or Representative Awards will be issued without such W-9 forms.

3.11 One hundred and fifty days after the Final Approval Date, the Settlement Administrator shall provide a declaration to Class Counsel, stating the number of checks mailed pursuant to the settlement, the total amount of the checks, the number of returned checks and the amounts of the returned checks.

3.12 Sixty days after the Final Approval Date, Defendants shall provide Class Counsel with a declaration verifying that the credits required by the Settlement Agreement have been made to the accounts of Benefitting Settlement Class Members whose loans are currently serviced by Bank of America, as provided in paragraph 3.05, stating the total number of Class Members to whom credits were applied and the total dollar amount of those credits.

3.13 The Settlement Administrator's and Defendants' respective obligations with respect to the distribution of Settlement Payments, the Attorney Fees and Costs Award, if any, and the Class Representative Awards, if any, shall be performed reasonably and in good faith. So long as they do, Defendants and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the Release (as embodied in paragraphs 4.01 and 4.02 of this Agreement) and any judgment shall be effective as of the Final Approval Date as to Representative Plaintiffs, Plaintiffs' Counsel, and every Class Member notwithstanding any such error and regardless of whether such error is corrected. The Parties and the Settlement

Administrator shall work collectively in good faith to resolve any disputes that may arise as to the amount or application of any Settlement Payments.

3.14 The Parties agree that Class Members shall be solely responsible for notifying the bankruptcy trustee administering any bankruptcy proceeding filed by the Class Member concerning whether any proceeds of any Settlement Payment or Class Representative Award made pursuant to this Agreement may belong in whole or in part to the bankruptcy estate under Title 11, Chapter 13 of the United States Code. The Parties further agree that any disputes concerning the rights of the bankruptcy estate to the proceeds of any Settlement Payment or Class Representative Award shall be adjudicated by the Bankruptcy Court. The Settlement Administrator shall follow any direction of the Bankruptcy Court with respect to the proceeds of any Settlement Payment or Class Representative Award. In the event the Bankruptcy Court issues any order or orders that do more than adjudicate the proceeds of any Settlement Payment or Class Representative Award, and such order or orders are material in Defendants' judgment exercised in good faith, Defendants shall have the right to terminate this Agreement.

3.15 The maximum aggregate amount Defendants shall be obligated to pay under this Agreement, if it gains Final Approval, is limited to the amount of the Settlement Fund.

3.16 The Parties further agree that, in the event a court determines or otherwise issues an order or opinion that there should be any money paid from the Settlement Fund, or any other source, by Defendants other than to (a) a Benefitting Class Members, (b) Class Counsel, as an Attorneys' Fee and Costs Award ordered by the Court, (c) Representative Plaintiffs, as a Class Representative Award ordered by the Court, and (d) the Settlement Administrator for Settlement Administration Costs, this Settlement and Agreement shall be void at the sole option of Defendants exercised in good faith.

IV. RELEASE

4.01 (a) Class Release. Upon Final Approval, and in consideration of the promises and covenants set forth in this Agreement, the Representative Plaintiffs and each Class Member who is not a Successful Opt-Out, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, next friends, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasees), and each of them (collectively and individually, the "Releasing Persons"), will be deemed to have completely released and forever discharged Defendants and each of their past, present, and future parents, predecessors, successors, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, insurers, and agents (alleged or actual) (collectively and individually, the "Released Persons"), from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind concerning the claims raised in the Action, from the original complaint through the First Amended Complaint, including without limitation (i) those known or unknown or capable of being known, and (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts

in the possession of and concealed by any Released Person, and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until today (collectively, the “Released Rights”), that arise out of accrual, assessment, collection, attempted collection, any alleged failure to refund, return, credit or waive and any disclosures or lack of disclosure related to charges for “late fees” or any other fee, charge or assessment related to the timely receipt of payments, and any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from or relating to the conduct and/or omissions described in this paragraph 4.01(a). This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

4.01(b) Representative Plaintiffs Release. Upon Final Approval, and in consideration of the promises and covenants set forth in this Agreement, the Representative Plaintiffs and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, next friends, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasees), and each of them (collectively and individually, the “Releasing Persons”), will be deemed to have completely released and forever discharged Defendants and each of their past, present, and future parents, corporate predecessors, successors, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, insurers, and agents (alleged or actual) (collectively and individually, the “Released Persons”), from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind concerning the claims raised or that could have been raised in the Action, from the original complaint through the First Amended Complaint, including without limitation (i) those known or unknown or capable of being known, and (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of and concealed by any Released Person, and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until today (collectively, the “Released Rights”), except as to Jeanette Anderson’s request to BANA that it cancel her private mortgage insurance.

4.02 In addition to the provisions of paragraph 4.01, the Releasing Persons hereby expressly agree that, upon Final Approval, each will waive and release any and all provisions, rights, and benefits conferred either (a) by Section 1542 of the California Civil Code, or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, with respect to the claims released pursuant to paragraph 4.01. Section 1542 of the California Civil Code reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Whether a beneficiary of California law or otherwise, Representative Plaintiffs and each of the Releasing Persons acknowledges that he or she may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of paragraph 4.01, but each of those individuals expressly agree that, upon entry of the final judgment contemplated by this Settlement Agreement, he and she shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released pursuant to paragraph 4.01, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

V. REPRESENTATIONS AND WARRANTIES

5.01 In addition to the provisions hereof, this Agreement and the Settlement shall be subject to the ordinary and customary judicial approval procedures under Fed. R. Civ. P. 23. Until and unless this Agreement is dissolved or becomes null and void by its own terms, or unless otherwise ordered by the Court, or if Final Approval is not achieved, Representative Plaintiffs, the Settlement Class and Class Counsel represent and warrant to Defendants that they shall take all appropriate steps necessary to preserve the jurisdiction of the Court, use their best efforts to cause the Court to grant Preliminary and Final Approval of this Agreement as promptly as possible (and to cause any appellate court to affirm the grant of such approval), and take or join in such other steps as may be necessary to implement this Agreement and to effectuate the Settlement.

5.02 Representative Plaintiffs and Class Counsel represent and warrant that any Attorneys' Fee and Costs Award they may seek upon application to the Court pursuant to paragraph 2.21 above shall include all attorneys' fees and litigation costs that Representative Plaintiffs, Plaintiffs' Counsel, and any of the current and former owners, predecessors, successors, partners, shareholders, agents (alleged or actual), representatives, employees, and affiliates of Plaintiffs' Counsel and Class Counsel, seek or may have any right or claim to in connection with the Action.

5.03 Representative Plaintiffs and Class Counsel represent and warrant to their knowledge that other than "Class Counsel" and Plaintiffs' Counsel, as those terms are defined above, there are no persons (natural or legal) having any interest in any award of attorneys' fees, expenses or litigation costs in connection with the Action, including any of the current and former owners, predecessors, successors, partners, shareholders, agents (alleged or actual), representatives, and employees of Plaintiffs' Counsel and Class Counsel, and Plaintiffs' Counsel hold Defendants harmless as to any such award to persons other than Class Counsel and Plaintiffs' Counsel.

5.04 Representative Plaintiffs, Class Counsel and Defendants represent and warrant that he, she, or it are fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of a Party, entity, or other person(s) covenants, warrants, and represents that he, she, or it has been fully authorized to do so by that Party, entity, or other person(s). Representative Plaintiffs, Class Counsel and Defendants represent and warrant that he, she or it intends to be bound fully by the terms of this Agreement.

5.05 Representative Plaintiffs, Class Counsel, and Defendants represent and warrant that they have not, nor will they, unless expressly authorized to do so by the terms of this Agreement, (a) attempt to void this Agreement in any way; (b) Opt-Out of the Settlement under this Agreement; (c) solicit or encourage in any fashion Class Members to Opt-Out; or (d) solicit or encourage in any fashion any effort by any person (natural or legal) to object to the Settlement under this Agreement. Nothing herein shall prohibit Class Counsel from responding to any Class Member inquiry with advice that Class Counsel deems appropriate given the Class Member's individual circumstances.

5.06 Class Counsel represents and warrants that, as of the date of this agreement, they have no present intention to bring a class claim in Massachusetts against any of the Released Persons that has not already been filed. Nothing in this paragraph shall be construed as intending to prohibit or restrict Class Counsel from representing persons who seek representation for such claims in the future. Further, for avoidance of any doubt, any provision of this paragraph is void to the extent that it conflicts with the Massachusetts Rules of Professional Conduct or any other state where Class Counsel is licensed to practice law.

5.07 Representative Plaintiffs and Class Counsel represent and warrant that within thirty (30) days of the Final Approval Date, they will return to Counsel for Defendants or certify that they have destroyed all documents and other discovery materials in the Action designated as Confidential by Defendants. Representative Plaintiffs and Class Counsel represent and warrant that they will not use or seek to use (a) the discovery obtained in the Action and/or (b) the fact or content of the Settlement, in any other claim, action or litigation against any Released Person.

5.08 Defendants represent and warrant that within thirty (30) days of the Final Approval Date, they will return to Plaintiffs' Counsel or certify that they have destroyed all documents and other discovery materials in the Action designated as Confidential by Plaintiffs. Defendants represent and warrant that they will not use or seek to use (a) the discovery obtained in the Action and/or (b) the fact or content of the Settlement, in any other claim, action or litigation against Representative Plaintiffs.

5.09 Until and unless this Agreement is dissolved or becomes null and void by its own terms, or unless otherwise ordered by the Court, or if Final Approval is not achieved, Defendants represent and acknowledge to Representative Plaintiffs that they will not oppose the Settlement, Preliminary Approval and/or Final Approval, provided that the Preliminary Approval Order and Final Approval Order sought by Plaintiffs and Class Counsel are substantially in the forms of Exhibits A and C hereto, respectively.

5.10 If any person, legal or natural, breaches the terms of any of the representations and warranties in this section, the Court shall retain jurisdiction over this matter to entertain actions by a Party against such person for breach and/or any Party's request for a remedy for such breach.

VI. MISCELLANEOUS PROVISIONS

6.01 This Agreement and the Settlement provided for herein shall not be effective until the Final Approval Date. Until that time, Defendants shall have no obligation to pay or set aside

any monies due or potentially due under the terms of this Agreement, other than their obligation under paragraph 2.17 to advance sums to the Settlement Administrator for actual costs of settlement administration.

6.02 This Agreement reflects, among other things, the compromise and settlement of disputed claims and defenses among the Parties hereto, and nothing in this Agreement nor any action taken to effectuate this Agreement is intended to be an admission or concession of liability of any Party or third party or of the validity of any claim. Defendants deny the allegations in the Action, and contend that their conduct has been lawful and proper.

6.03 This Agreement is entered into only for purposes of settlement. In the event that Final Approval of this Agreement and this Settlement does not occur for any reason, this Agreement shall become null and void. In that event, the Parties shall be absolved from all obligations under this Agreement, and this Agreement, any draft thereof, and any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions leading to the execution of this Agreement shall have no effect and shall not be admissible evidence for any purpose. In addition, in that event, the status of the Action shall revert to the state it was in prior to settlement, the pleadings shall revert to that date, and the agreements contained herein shall be null and void, shall not be cited or relied upon as an admission as to the Court's jurisdiction or the propriety of class certification, and the Parties shall have all rights, claims and defenses that they had or were asserting as of the date of this Agreement.

6.04 Nothing shall prevent Representative Plaintiffs or Defendants from appealing any denial by the Court of Final Approval of this Settlement, and the Parties agree that, in the event of such an appeal, the case will be stayed pending the resolution of any such appeal. In the event such an appeal results, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Action with prejudice, and otherwise meeting the substantive criteria of this Agreement for approval of the Settlement, such order shall be treated as a Final Approval Order.

6.05 The Parties agree that all negotiations, statements, proceedings, and other items related to this Agreement are for settlement purposes only, and shall not be offered or be admissible in evidence by or against either Party or cited or referenced by Plaintiffs' Counsel or Defendants in any other action or proceeding against Defendants or Plaintiffs.

6.06 This Agreement shall be terminable at the option of Defendants (a) if more than 5% of the Class Members become Successful Opt-Outs; (b) if, as to any claim raised in the Action, from the original complaint through the First Amended Complaint, the Court fails to enter the orders contemplated by paragraphs 2.01 and 2.19, or does so in a form materially different from the forms contemplated by this Agreement; (c) if the Agreement becomes null and void in accordance with paragraph 6.03; (d) if the Court or any other court permits a person or persons to Opt-Out as a representative, or otherwise to exercise or preserve the Opt-Out, or substantive rights, of others; (e) if the Court fails to approve this Agreement as written and agreed to by the Parties, including but not limited to a failure to approve the Preliminary Approval Order and the Final Approval Order; or (f) as otherwise provided in this Agreement. In the event a termination

option arises, Defendants shall exercise the option by the later of thirty (30) calendar days after the events giving rise to the termination right or Final Approval. The Agreement also shall be terminable upon the mutual agreement of the Representative Plaintiffs and Defendants.

6.07 If this Agreement is terminated pursuant to its terms, or if the Final Approval Date does not occur, or if this Agreement is not approved in full, then any and all orders vacated or modified as a result of this Agreement shall be reinstated, and any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated *nunc pro tunc*.

6.08 Representative Plaintiffs and Class Counsel shall not (a) issue, or otherwise cause to be issued, any press release, advertisement, Internet posting (except that Class Counsel can list the Action as a settled case on its website with a brief description of the claims asserted) or similar document concerning the Action and/or the facts and circumstances that were the subject of, or disclosed in discovery in, the Action, excepting only such documents created and disbursed as part of the Class Notice or (b) make extrajudicial statements or seek media interviews concerning: (i) the Action; (ii) the facts and circumstances that were the subject of, or disclosed in discovery in the Action; and/or (iii) the Settlement of the Action, excepting only that such statements may be made to individual Class Members in one-on-one communications or as part of the Class Notice. This provision shall in no way limit Class Counsel from discussing the legal issues raised in the Action.

6.09 Representative Plaintiffs and Class Counsel shall not produce or provide to any government body or agency, administrative body or agency, regulator, board or commission, attorney general of a State, the United States Department of Justice, or any other government or law enforcement agency or body any discovery materials or other documents obtained from Defendants in the Action and/or material relating to the Action unless compelled to do so by law and after reasonable notice to Defendants in advance of any production for Defendants to seek a court order of other relief precluding or preventing production.

6.10 This Agreement is intended to and shall be governed as a contract executed under the laws of the State of Massachusetts.

6.11 The terms and conditions set forth in this Agreement constitute the complete and exclusive agreement between the Parties hereto, and may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement. Any modification of the Agreement must be confirmed and executed in writing by all Parties and served upon Counsel for Defendants and Class Counsel.

6.12 This Agreement shall be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

6.13 This Agreement shall inure to the benefit of the Released Persons and heirs, successors and assigns of each Released Person, and each and every one of the Released Persons shall be deemed to be intended third-party beneficiaries of this Agreement and, once approved by the Court, of the Settlement.

6.14 The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

6.15 This Agreement, and the Settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence, or support a contention that (a) Defendants acted illegally, improperly, or in breach of law, contract, ethics, or proper conduct; and/or (b) class certification is required or appropriate.

6.16 This Agreement shall become effective upon its execution by Representative Plaintiffs, Class Counsel, and Defendants. The Parties shall thereafter execute this Agreement promptly, and may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument. Plaintiffs and Defendants authorize their respective counsel to execute this Agreement for this purpose.

6.17 Under no circumstances shall the Settlement or Agreement or the Release be deemed to alter, amend, or change the terms and conditions of any mortgage loan to which any Class Member is or was a party, or to provide a defense to any such Loan, including but not limited to a defense based on the so-called "one action" rule, nor shall the Settlement or the Agreement or the Release be deemed to have any effect in any bankruptcy case, in any foreclosure proceeding, or in any other action involving a Class Member hereto, nor shall the Settlement Agreement create or be construed as evidence of any violation of law or contract; in the event this Agreement is so construed as to a particular Class Member, it can be declared by Defendants to be null and void as to that Class Member only (and in such latter event, the Release as to that Class Member shall also be void). Representative Plaintiffs and the Settlement Class expressly covenant and agree, as a material inducement to Defendants, and recognizing the practical difficulties faced by Defendants in ongoing or future matters, that each of them waive and forever relinquish any rights or entitlement they may possess or come to possess (other than as set forth herein) to have Defendants or the Released Parties amend, alter or revise proofs of claims, rights, demands, suits, or other claims made (or to be made) in order to reflect the benefit of the Settlement Payments provided or to be provided or to reflect the other terms of this Agreement and the Settlement.

6.18 Although the Court shall enter a judgment, the Court shall retain jurisdiction over the interpretation, effectuation, enforcement, administration, and implementation of this Agreement. In the event any proceeding is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover from the other(s) damages arising from any breach of the Agreement, and his, her or its reasonable attorneys' fees and costs incurred therein. Further, if a Class Member takes any action or position, after the Final Approval Date, in any lawsuit (including the Action) that causes any Party to seek relief, intervention, or ruling by this Court to enforce, interpret, or protect the Settlement, this Agreement, or any of its orders subsequent hereto (including the Preliminary Approval Order or the Final Approval Order), the Court shall retain jurisdiction over this matter to entertain motions or requests by that Party for an award of damages and attorneys' fees against such Class Member.

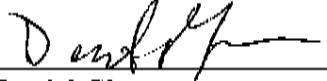
6.19 Defendants and Representative Plaintiffs acknowledge that they have been represented and advised by independent legal counsel throughout the negotiations that have culminated in the execution of this Agreement, and that they have voluntarily executed the Agreement with the consent and on the advice of counsel. The Parties have negotiated and reviewed fully the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective counsel of record, have entered into this Settlement Agreement on the date first above written, and have executed this Settlement Agreement on the date indicated below each respective signature.

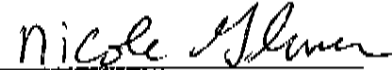
[SIGNATURES ON THE FOLLOWING PAGE]

REPRESENTATIVE PLAINTIFFS:

Daniel Glover and Nicole Glover



Daniel Glover



Nicole Glover

Date: 1-22-15
REPRESENTATIVE PLAINTIFFS

Gary Lunetta and Lori Lunetta

Gary Lunetta

Lori Lunetta

Date: _____
REPRESENTATIVE PLAINTIFFS

Jeannette Anderson

Jeannette Anderson

Date: _____
REPRESENTATIVE PLAINTIFF

REPRESENTATIVE PLAINTIFFS' COUNSEL:

Elizabeth A. Ryan

Elizabeth Ryan, Esq.

Date: _____
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Josef Culik, Esq.

Date: _____
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Kristen M. Antolini

Kristen Antolini, Esq.

Date: _____
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Lawrence, MA 01840

REPRESENTATIVE PLAINTIFFS:

Daniel Glover and Nicole Glover

Daniel Glover

Nicole Glover

Date: _____
REPRESENTATIVE PLAINTIFFS

Gary Lunetta and Lori Lunetta

Gary Lunetta

Lori Lunetta

Date: _____
REPRESENTATIVE PLAINTIFFS

Jeanette Anderson

Jeanette Anderson

Date: _____
REPRESENTATIVE PLAINTIFF

REPRESENTATIVE PLAINTIFFS' COUNSEL:

Elizabeth A. Ryan



Elizabeth Ryan, Esq.

Date: 1/26/15
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Josef Culik, Esq.

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Daniel Glover

Nicole Glover

Date: _____

REPRESENTATIVE PLAINTIFFS

Gary Lunetta and Lori Lunetta



Gary Lunetta



Lori Lunetta

Date: January 22, 2015

REPRESENTATIVE PLAINTIFFS

Jeanette Anderson

Jeanette Anderson

Date: _____

REPRESENTATIVE PLAINTIFF

REPRESENTATIVE PLAINTIFFS'
COUNSEL:

Elizabeth A. Ryan

Elizabeth Ryan, Esq.

Date: _____

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Nicole Glover

Date: _____
REPRESENTATIVE PLAINTIFFS

Gary Luntta and Lori Lunetta

Gary Lunetta

Lori Lunetta

Date: _____
REPRESENTATIVE PLAINTIFFS

Jeanette Anderson

Jeanette Anderson

Date: _____
REPRESENTATIVE PLAINTIFF

REPRESENTATIVE PLAINTIFFS' COUNSEL:

Elizabeth A. Ryan

Elizabeth Ryan, Esq.

Date: _____
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Josef C. Culik



Josef Culik, Esq.

Date: 1/22/2015
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Kristen M. Antolini

Kristen Antolini, Esq.

Date: _____
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Daniel Glover

Nicole Glover

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REPRESENTATIVE PLAINTIFFS

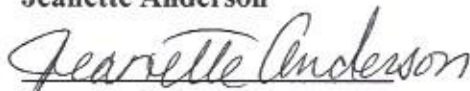
Gary Luntta and Lori Lunetta

Gary Lunetta

Lori Lunetta

Date: _____
REPRESENTATIVE PLAINTIFFS

Jeanette Anderson


Jeanette Anderson

Date: _____
REPRESENTATIVE PLAINTIFF

REPRESENTATIVE PLAINTIFFS' COUNSEL:

Elizabeth A. Ryan

Elizabeth Ryan, Esq.

Date: _____
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Kristen Antolini, Esq.

Date: _____
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Lawrence, MA 01840

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Nicole Glover

Date: _____
REPRESENTATIVE PLAINTIFFS

Gary Luntta and Lori Lunetta

Gary Lunetta

Lori Lunetta

Date: _____
REPRESENTATIVE PLAINTIFFS

Jeanette Anderson

Jeanette Anderson

Date: _____
REPRESENTATIVE PLAINTIFF

REPRESENTATIVE PLAINTIFFS'
COUNSEL:

Elizabeth A. Ryan

Elizabeth Ryan, Esq.

Date: _____
ATTORNEY FOR PLAINTIFFS

Bailey & Glasser LLP
125 Summer Street, Suite 1030
Boston, MA 02110

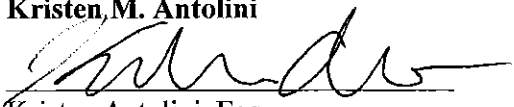
Josef C. Culik

Josef Culik, Esq.

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Kristen M. Antolini



Kristen Antolini, Esq.

Date: 1/22/15
ATTORNEY FOR PLAINTIFFS

Neighborhood Legal Services, Inc.
170 Common Street, Suite 300
Lawrence, MA 01840

DEFENDANTS:

**BANK OF AMERICA, N.A. (for itself and
as successor by merger to BAC Home Loans
Servicing, LP)**



By: Edward Chertezian
Title: AVP, Operations Team Manager

Date: 01/26/15

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

DANIEL GLOVER and NICOLE GLOVER,
GARY LUNETTA and LORI LUNETTA,
JEANETTE ANDERSON, on behalf of
themselves and others similarly situated,

Plaintiffs,

v.

BANK OF AMERICA, N.A. and BAC HOME
LOANS SERVICING, LP,

Defendants.

Civil Action No. 13-40042-TSH

ORDER PRELIMINARY APPROVING SETTLEMENT

Upon consideration of the Parties' Settlement Agreement dated January 26, 2015, (the "Settlement Agreement"), IT IS HEREBY ORDERED AS FOLLOWS:

1. The Settlement Agreement and the exhibits thereto are hereby incorporated by reference in this Order as if fully set forth herein. Capitalized terms in this Order shall, unless otherwise defined herein, have the same meaning as in the Settlement Agreement.

2. For purposes of the Settlement, this Court hereby provisionally approves the following settlement class ("Settlement Class"):

All Massachusetts mortgage loan borrowers who (1) had a Loan that was serviced by Bank of America, (2) on which Bank of America assessed a late fee between January 9, 2007 and January 9, 2013 in a month where a full monthly payment was made between the 1st and 16th days of the month, (3) were assessed a late fee in a prior month, and (4) appear on the Class Member List described in ¶ 2.02 of the Settlement Agreement.

If, for any reason, the Settlement is not approved or does not become effective, this provisional approval shall be null and void, and shall not be used or referred to for any purpose in this Action or any other action or proceeding.

3. For settlement purposes only, and subject to further consideration at the Final Approval Hearing described in Paragraph 13 below, this Settlement Class meets the relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3).

4. For settlement purposes only, and after considering the relevant factors in Fed. R. Civ. P. 23 and subject to further consideration at the Final Approval Hearing, Representative Plaintiffs are conditionally designated as representatives of the Settlement Class and Class Counsel is conditionally appointed as counsel for the Settlement Class. The law firms and attorneys conditionally representing the Settlement Class are:

Elizabeth A. Ryan
Jonathan R. Marshall
Bailey & Glasser LLP
99 High Street, Suite 304
Boston, MA 02110

Josef C. Culik
Culik Law P.C.
18 Commerce Way, Suite 2850
Woburn, MA 01801

Kristen M. Antolini
Neighborhood Legal Services, Inc.
170 Common Street, Suite 200
Lawrence, MA 01840-1558

5. Pursuant to Fed. R. Civ. P. 23, the terms of the Settlement Agreement, and the Settlement provided for therein, are preliminarily approved as (a) fair, reasonable, and adequate in light of the relevant factual, legal, practical and procedural considerations of the Action, (b) free of collusion to the detriment of Class Members, and (c) within the range of possible final

judicial approval, subject to further consideration thereof at the Final Approval Hearing described at paragraph 13 of this Order. Accordingly, the Settlement Agreement and the Settlement are sufficient to warrant notice thereof, as set forth below, and a full hearing on the Settlement.

6. To administer the Settlement, Garden City Group is hereby appointed as Settlement Administrator and hereby directed to follow the terms of the Settlement Agreement and this Order. If not inconsistent with the Settlement Agreement and Order, the Settlement Administrator shall follow the direction of the parties in administering the Settlement.

7. Pursuant to the terms of the Settlement Agreement, Defendants and the Settlement Administrator are hereby directed to prepare the Class Member List. Within 45 days of the date of this Order, and pursuant to the procedures detailed in the Settlement Agreement, the Settlement Administrator shall provide notice of the Settlement and of the Final Approval Hearing to each Class Member by mailing to the address for the Class Member a copy of the Class Notice, substantially in the form attached to the Settlement Agreement as Exhibit B. Before mailing, the Settlement Administrator shall fill-in all applicable dates and deadlines in the Class Notice to conform with the dates and deadlines specified for such events in this Order. The Settlement Administrator shall also have discretion to format the Class Notice in a reasonable manner before mailing to minimize mailing or administration costs.

8. If any Class Notice mailed pursuant to the Settlement Agreement and paragraph 7 above is returned by the United States Postal Service as undeliverable, then the Settlement Administrator shall re-mail the Class Notice to the forwarding address, if any, provided on the face of the returned mail, and if no address is so provided, shall perform a standard skip trace.

9. The Court finds that the Settlement Agreement's plan for class notice is the best notice practicable under the circumstances and satisfies the requirements of due process and Fed. R. Civ. P. 23. That plan is approved and accepted. This Court further finds that the Class Notice complies with Fed. R. Civ. P. 23 and is appropriate as part of the notice plan and the Settlement, and thus it is hereby approved and adopted. This Court further finds that no other notice other than that identified in the Settlement Agreement is reasonably necessary in the Action.

10. Any Class Member who wishes to be excluded from the Settlement Class and not be bound by the Settlement Agreement must complete and mail a request for exclusion ("Opt-Out") to the Settlement Administrator at the address set forth in the Class Notice, postmarked no later than thirty (30) days from the last projected date for the initial mailing of Class Notice under paragraph 7 above. For a Class Member's Opt-Out to be valid and treated as a Successful Opt-Out, it must (a) state the name and number of the Action; (b) identify the Class Member; (c) contain the Class Member's personal and original signature or the original signature of a person previously authorized by law to act on behalf of the Class Member; and (d) unequivocally state the Class Member's intent to be excluded from the Settlement. No person shall purport to exercise any exclusion rights of any other person, or purport to Opt-Out Class Members as a group, aggregate, or class involving more than one Class Member or Opt-Out more than one Class Member on a single paper, or as an agent or representative; any such purported Opt-Outs shall be void, and the Class Member(s) that is or are the subject of such purported Opt-Out shall be treated as a Class Member. Further, any Class Member who is a Successful Opt-Out will be deemed to have waived any rights or benefits under the Settlement, and will not have standing to object to the Settlement.

11. On or before the date of the Final Approval Hearing, Class Counsel, Counsel for the Defendants, and the Settlement Administrator shall create and file with the Court under seal a comprehensive list which will include full names and addresses of Successful Opt-Outs. The list shall be maintained by this Court under seal in order to protect the privacy interests of those persons identified thereon.

12. Any Class Member who is not a Successful Opt-Out and who wishes to object to or comment on any aspect of the proposed Settlement, in whole or in part, must mail or hand-deliver a written objection to the Settlement or Settlement Agreement (“Objection”) to the Court, and contemporaneously mail it to Class Counsel and Counsel for the Defendants, so that it is on file with the Court no later than thirty days (30) from the date that notice is mailed. To be considered valid, each Objection must be timely (as judged by the filing deadline set forth above) must state the name and number of the Action, identify the Class Member, and state all grounds for any objection. Objections that are untimely and/or otherwise invalid may not be considered by this Court unless the Court orders otherwise.

13. A hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ a.m./p.m. on _____, 2015, in the United States District Court for the District of Massachusetts, Donohue Federal Building, 595 Main Street, Worcester, Massachusetts 01608, to determine, among other things, (a) whether the proposed Settlement should be approved as fair, reasonable and adequate, (b) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (c) whether Class Members should be bound by the Release set forth in the Settlement Agreement, (d) whether Class Members should be subject to a permanent injunction that, among other things, bars Class Members from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit,

claim, demand or proceeding in any jurisdiction that is based on or related to, directly or indirectly, matters within the scope of the Release, (e) whether the Settlement Class should be finally certified, (f) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any, and (g) the amounts to be awarded to Representative Plaintiffs for their service as class representatives, if any. This hearing may be postponed, adjourned, or continued by order of the Court without further written notice to the Settlement Class.

14. Memoranda in support of the Settlement, application for attorneys' fees and costs, and applications for a Class Representative Award to Representative Plaintiffs shall be filed with the Court no later than ten days before the Final Approval Hearing described in Paragraph 13 above.

15. Any Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must file a notice of appearance in the Action, and contemporaneously mail or hand-deliver the notice to Class Counsel and Counsel for the Defendants, no later than thirty days before the final approval hearing described in Paragraph 13 above. No Class Member shall be permitted to raise matters at the Final Approval Hearing that the Class Member could have raised in an Objection, but failed to do so. Any Class Member who fails to comply with this Agreement, or the Class Notice, or any other order by the Court shall be barred from appearing at the Final Approval Hearing unless the Court otherwise orders.

16. Any Class Member who wishes to intervene in the Action or seek other relief from the Court must file with the Court, and contemporaneously mail or hand-deliver to Class Counsel and Counsel for the Defendants, an appropriate motion or application, together with all supporting pleadings or documentation, no later than thirty days before the final approval hearing described in Paragraph 13 above.

17. All other events contemplated by the Settlement Agreement to occur after this Order and before the Final Approval Hearing, and all aspects of settlement administration during that time, and all matters related to Court consideration of the Settlement, shall be governed by the Settlement Agreement, to the extent not inconsistent herewith.

18. The Parties are hereby authorized to retain the Settlement Administrator to assist in effectuating the terms of, and administering, the Settlement. The Parties shall notify one another and work together to resolve any matters involved in settlement administration that materially concern or affect the Class.

19. All proceedings in the Action, other than such as may be necessary to carry out the terms and conditions of the Settlement Agreement or the responsibilities related or incidental thereto, are stayed and suspended until further order of this Court.

20. If Final Approval of the Settlement is not achieved, or if the Settlement is terminated for any reason, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the parties to the Action, and all Orders issued pursuant to the Settlement may be vacated upon a motion or stipulation from the Parties. In such an event, the Settlement and all negotiations concerning it shall not be used or referred to in this Action for any purpose whatsoever. This Order shall be of no force or effect if Final Approval does not occur for any reason, and nothing in this Order shall be construed or used as an admission, concession, or declaration by or against Defendants, of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used to show that certification of one or more classes would or would not be appropriate if the Action were to be litigated rather than settled.

21. Neither the Settlement nor the Settlement Agreement constitutes an admission, concession, or indication by the Parties of the validity of any claims or defenses in the Action or of any wrongdoing, liability, or violation of law by Defendants, who vigorously deny all of the claims and allegations raised in the Action.

22. At or after the Final Approval Hearing, the Court may approve the Settlement with such modifications, if any, as may be agreed to by Class Counsel and Counsel for the Defendants and without future notice to Class Members.

SO ORDERED, on this, the ____ day of _____, 2015.

HONORABLE TIMOTHY S. HILLMAN
UNITED STATES DISTRICT JUDGE

EXHIBIT B

United States District Court For The District of Massachusetts

A Federal Court Ordered This Notice – It is Not A Solicitation From A Lawyer.

- You have been identified as a Class Member in a class action lawsuit that was filed by Daniel and Nicole Glover, Gary and Lori Lunetta, and Jeanette Anderson (collectively Plaintiffs or Representative Plaintiffs) against Bank of America, N.A. and BAC Home Loans Servicing, LP (collectively Bank of America or Defendants).
- The proposed settlement requires Bank of America to provide Class Members with either an account credit, or a check if their loan is no longer serviced by Bank of America in an amount to be determined.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
DO NOTHING	If you do nothing you will remain eligible to participate in the settlement, and obtain benefits. You will be bound by the Court's final Judgment and the release of claims explained in the Settlement Agreement.	
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive any benefits from the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against the Defendants regarding the allegations in the Action.	Deadline: [Month Day, Year]
OBJECT	You may write to the Court about why you object to the Settlement and think it shouldn't be approved. Filing an objection does not exclude you from the Settlement.	Deadline: [Month Day, Year]
GO TO THE FINAL APPROVAL HEARING	<p>The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Representative Plaintiffs' request for service awards for bringing the Action.</p> <p>You may, but are not required to, speak at the Final Approval Hearing about any Objection you filed to the Settlement. If you intend to speak at the Final Approval Hearing, you must also submit a "Notice of Intention to Appear" to the Court and the parties' attorneys, indicating your intent to do so.</p>	Hearing Date: [Month Day, Year at Time]

- These rights and options – **and the deadlines to exercise them** – are explained in more detail below.

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

I. WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION ##

1. Why did I get this Notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?

THE PROPOSED SETTLEMENT ##

6. What relief does the Settlement provide to the Class Members?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS ##

7. Do I have a lawyer in this case?
8. How will the lawyers be paid?
9. Will the Representative Plaintiffs receive any compensation for their efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS ##

10. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT ##

11. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT ##

12. How do I tell the Court that I do not like the Settlement?
13. What is the difference between excluding myself and objecting to the Settlement?

FINAL APPROVAL HEARING ##

14. What is the Final Approval Hearing?
15. When and where is the Final Approval Hearing?
16. May I speak at the Final Approval Hearing?

GETTING MORE INFORMATION ##

17. How do I get more information?
18. What if my address or other information has changed or changes after I receive my Notice?

Important Addresses.....##

Important Dates.....##

Addendum: Release.....##

BACKGROUND INFORMATION

1. *Why did I get this Notice?*

You received this Notice because a settlement has been reached in this Action. According to Bank of America's records, you are a member of the Class and may be entitled to the relief detailed below. This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations.

If the Court approves the Settlement and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

The Court in charge of the case is the United States District Court for the District of Massachusetts, and the case is known as *Glover, et al. v. Bank of America, N.A.* Case No. 4:13 CV-40042-TSH. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 17 below.

2. *What is this lawsuit about?*

This Action alleges that Defendants violated Mass. Gen. Laws ch. 183, § 59 by charging late fees that Plaintiffs contend were improper. The Action was originally filed in 2013, and seeks restitution, attorneys' fees and litigation costs against Defendants.

Defendants deny that they acted unlawfully, deny that they violated Mass. Gen. Laws ch. 183, § 59 or any other law or legal requirement, and assert numerous defenses against Plaintiffs' claims. Defendants further deny that class certification is required or appropriate. Defendants have contested Plaintiffs' claims, have contested liability to the class members, and have asserted numerous defenses.

The issuance of this Notice is not an expression of the Court's opinion on the merit or the lack of merit of the Representative Plaintiffs' claims in the Action.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called "Representative Plaintiffs" sue on behalf of other people who have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members, except for those people who properly exclude themselves from the Class, as explained in Section 11 below.

4. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against the Defendants. The Defendants deny that they have done anything wrong or illegal and admit no liability. The Court has **not** decided that the Representative Plaintiffs or Defendants should win this Action. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

5. *How do I know if I am part of the Settlement?*

The Court has preliminarily certified a class, consisting of persons who will be the final settlement class (the “Class”) if the Settlement is approved, which includes all persons who meet the following criteria:

All Massachusetts mortgage loan borrowers who (1) had a Loan that was serviced by Bank of America, (2) on which Bank of America assessed a late fee between January 9, 2007 and January 9, 2013 in a month where a full monthly payment was made between the 1st and 16th days of the month, (3) were assessed a late fee in a prior month, and (4) appear on the Class Member List.

According to Defendants’ records, you meet these criteria and are a member of the Class. If you have received more than one copy of this Notice in the mail, you may be a member of the Class as to more than one qualifying residential mortgage loan. If you were a co-borrower or co-obligor on a residential mortgage loan, then you and each co-borrower or co-obligor as to that loan will be treated as a single member of the Class for purposes of the proposed Settlement.

THE PROPOSED SETTLEMENT

6. *What relief does the Settlement provide to the Class Members?*

If the proposed Settlement is approved by the Court, the Defendants will pay a maximum settlement amount of \$750,000. As part of the proposed Settlement, each member of the Class (“Class Member”) who does not exclude himself or herself from the Class (as described in Section 11) will be eligible to receive a check or account credit (“Settlement Payment”), depending on whether your mortgage loan is still serviced by Bank of America. The Settlement Payment will be an equal share of the maximum settlement amount, after deduction for (a) Attorneys’ Fees and Costs awarded by the Court, (b) the Class Representatives Awards, and (c) Settlement Administration Costs from the Settlement amount.

If you are a Class Member with respect to more than one qualifying residential mortgage loan and take no action, you will be eligible to receive a Settlement Payment for each such loan.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

7. *Do I have a lawyer in this case?*

The Court has preliminarily ordered that Bailey & Glasser LLP, Culik Law P.C., and Kristen M. Antolini of Neighborhood Legal Services, Inc. (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

8. *How will the lawyers be paid?*

Class Counsel will request up to \$250,000 for their attorneys’ fees and costs (total). The Court will make the final decision as to the amounts to be paid to Class Counsel.

9. Will the Representative Plaintiffs receive any compensation for her efforts in bringing this Action?

The Representative Plaintiffs will request a service award (also known as an “incentive” award) of up to \$5,000 each for their services as a class representatives and their efforts in bringing the Action. Co-borrower Representative Plaintiffs will apply for one \$5,000 incentive payment to share. The Court will make the final decision as to the amount to be paid to the Representative Plaintiffs.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

10. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Bank of America. **A RELEASE MEANS THAT YOU WILL NOT BE ABLE TO FILE A LAWSUIT, CONTINUE PROSECUTING A LAWSUIT, OR BE PART OF ANY OTHER LAWSUIT AGAINST BANK OF AMERICA REGARDING CLAIMS RELATED TO THE ASSESSMENT OF LATE FEES OR CHARGES.** The Settlement Agreement, available on the Internet at the website www.settlementwebsite.com contains the full terms of the release, as does the addendum below.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

11. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you timely and validly request exclusion from the Class, you will be excluded from the Class, you will not receive any benefit from the Settlement, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Bank of America based on the conduct complained of and/or related to that alleged in the Action.

If you want to be excluded, you must send a letter or postcard with your original signature stating: **(a)** the name and case number of the Action, “*Glover, et al. v. Bank of America, N.A., et al.*, Case No. 4:13-cv-40042-TSH”; **(b)** your full name, address, email address, and telephone number; and **(c)** a statement that you do not wish to participate in the Settlement, postmarked no later than [Month Day, Year] to the Claims Administrator at:

Glover, et al. v. Bank of America, N.A., et al., c/o Settlement Administrator
[Address]
[City, State ZIP]

If there is a co-borrower on the loan, all co-borrowers must elect to exclude themselves for the exclusion to be effective.

IF YOU DO NOT MAKE A TIMELY AND VALID REQUEST FOR EXCLUSION, YOU WILL REMAIN A CLASS MEMBER AND BE BOUND BY THE SETTLEMENT.

HOW TO OBJECT TO THE SETTLEMENT

12. *How do I tell the Court that I do not like the Settlement?*

At the date, time, and location stated in Section 15 below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and an incentive award to the Representative Plaintiffs.

If you have not submitted a timely and valid request for exclusion and wish to object to the fairness, reasonableness or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees and costs or the service award, you must file a written objection with the Court and serve such objection on Class Counsel and Bank of America's Counsel at the addresses set forth below no later than (*i.e.*, postmarked by) [Month Day, Year].

CLASS COUNSEL	BANK OF AMERICA'S COUNSEL	COURT
ELIZABETH RYAN BAILEY & GLASSER LLP 99 HIGH STREET SUITE 304 BOSTON, MA 02110	JAMES W. MCGARRY GOODWIN PROCTER LLP 53 STATE STREET BOSTON, MA 02109	UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS DONOHUE FEDERAL BUILDING 595 MAIN STREET WORCESTER, MA 01608

Any written objections must state: **(a)** the name and case number of the Action, "*Glover, et al. v. Bank of America, N.A., et al.*, Case No. 4:13-cv-40042-TSH"; **(b)** the full name, address, and telephone number of the person objecting; **(c)** the words "Notice of Objection" or "Formal Objection"; and **(d)** in clear and concise terms, the legal and factual arguments supporting the objection, including an attestation of facts demonstrating that the person objecting is a Class Member. You may, but need not, file and serve your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys' fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

If you properly file and serve a written objection, you may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Final Approval Hearing, you must also deliver to Class Counsel and Defendants' Counsel, and file with the Court, no later than (*i.e.*, postmarked by) [Month Day, Year], a "Notice of Intention to Appear".

If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the

attorney(s) name, address, phone number, e-mail address, and the state bar(s) to which counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Final Approval Hearing, such request must be made in your written brief, which must also contain a list of any such witnesses and a summary of each witness' expected testimony.

13. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

14. *What is the Final Approval Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and costs to Class Counsel; to consider the request for a service award to the Representative Plaintiffs; and to consider whether the Class Members should be bound by the Release and be prohibited from suing over Released Claims.

15. *When and where is the Final Approval Hearing?*

On [Month Day, Year at Time], a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Timothy Hillman, in Courtroom ____ of the United States District Court for the District of Massachusetts, Donohue Federal Building, 595 Main Street, Worcester, Massachusetts 01608. The hearing may be postponed to a different date or time or location without notice. Please check [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) for any updates about the Settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

16. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 12, you may speak at the Final Approval Hearing only if (a) you have timely served and filed a proper Objection, and (b) you have timely served and filed a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

GETTING MORE INFORMATION

17. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: www.settlementwebsite.com. Alternatively, you may contact the Settlement Administrator at the postal mailing address: [Address; City; State; ZIP].

This description of the Glover Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit the Clerk's office at the United States District Court for the District of Massachusetts, Donohue Federal Building, 595 Main Street, Worcester, Massachusetts 01608. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

18. *What if my address or other information has changed or changes after I receive my Notice*

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

Glover v. Bank of America, N.A., c/o Settlement Administrator
[Address]
[City, State ZIP]

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

IMPORTANT ADDRESSES

Class Counsel:

Elizabeth A. Ryan
Bailey & Glasser LLP
99 High Street, Suite 304
Boston, MA 02110
Tel: 617.439.6730
Fax: 617.951.3954
eryan@baileyglasser.com

Kristen M. Antolini
Neighborhood Legal Services, Inc.
170 Common Street, Suite 200
Lawrence, MA 01840-1558
Tel: 781.244.1409
Fax: 978.685.2933
kantolini@nlsma.org

Josef C. Culik
Culik Law P.C.
18 Commerce Way, Suite 2850
Woburn, MA 01801
Tel: 800.962.9570
Fax: 978.910.0247
jculik@culiklaw.com

Defendants' Counsel:

James W. McGarry
GOODWIN PROCTER LLP
53 State Street
Boston, MA 02109
Tel: 617.570.1000
Fax: 617.523.1231
jmcgarry@goodwinprocter.com

Settlement Administrator:

_____ Settlement Administration
[Insert Settlement Administrator Address]

IMPORTANT DATES

XXXXXXXX

All NOTICES OF APPEARANCES, MOTIONS, OR OTHER SUBMISSIONS must be postmarked and mailed or hand-delivered to the Court and postmarked and mailed or hand-delivered to Class Counsel and Defendants' Counsel.

XXXXXXXX

All OPT OUTS/REQUESTS FOR EXCLUSION must be postmarked and mailed to the Settlement Administrator.

XXXXXXXX

All OBJECTIONS must be postmarked and mailed or hand-delivered to the Court and postmarked and mailed or hand-delivered to Class Counsel and Defendants' Counsel.

XXXXXXXX, at __:__

FINAL APPROVAL HEARING.

Dated: XXX XX, 2015

By: Order of the District of Massachusetts
HONORABLE TIMOTHY S. HILLMAN
UNITED STATES DISTRICT COURT JUDGE

Addendum

As provided for in Section 11 of the Notice, the terms of the Release, as embodied Paragraphs 4.01 and 4.02 of the Settlement Agreement, are reproduced below:

RELEASE

4.01(a) Class Release. Upon Final Approval, and in consideration of the promises and covenants set forth in this Agreement, the Representative Plaintiffs and each Class Member who is not a Successful Opt-Out, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, next friends, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasees), and each of them (collectively and individually, the “Releasing Persons”), will be deemed to have completely released and forever discharged Defendants and each of their past, present, and future parents, predecessors, successors, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, insurers, and agents (alleged or actual) (collectively and individually, the “Released Persons”), from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind concerning the claims raised in the Action, from the original complaint through the First Amended Complaint, including without limitation (i) those known or unknown or capable of being known, and (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of and concealed by any Released Person, and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until today (collectively, the “Released Rights”), that arise out of accrual, assessment, collection, attempted collection, any alleged failure to refund, return, credit or waive and any disclosures or lack of disclosure related to charges for “late fees” or any other fee, charge or assessment related to the timely receipt of payments, and any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from or relating to the conduct and/or omissions described in this paragraph 4.01(a). This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

4.02 In addition to the provisions of paragraph 4.01, the Releasing Persons hereby expressly agree that, upon Final Approval, each will waive and release any and all provisions, rights, and benefits conferred either (a) by Section 1542 of the California Civil Code, or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, with respect to the claims released pursuant to paragraph 4.01. Section 1542 of the California Civil Code reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Whether a beneficiary of California law or otherwise, Representative Plaintiffs and each of the Releasing Persons acknowledges that he or she may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of paragraph 4.01, but each of those individuals expressly agree that, upon entry of the final judgment contemplated by this Settlement Agreement, he and she shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released pursuant to paragraph 4.01, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

DANIEL GLOVER and NICOLE GLOVER,
GARY LUNETTA and LORI LUNETTA,
JEANETTE ANDERSON, on behalf of
themselves and others similarly situated,

Plaintiffs,

v.

BANK OF AMERICA, N.A. and BAC HOME
LOANS SERVICING, LP,

Defendants.

Civil Action No. 13-40042-TSH

**[PROPOSED] FINAL ORDER
APPROVING SETTLEMENT, AND
DISMISSING ACTION WITH
PREJUDICE**

This matter having come before the Court on _____, 2015 upon the Unopposed Motion of Representative Plaintiffs, individually and on behalf of a class of persons, for final approval of a settlement reached between the Parties, and upon review and consideration of the Settlement Agreement dated January 26, 2015 (“Settlement Agreement” or “Agreement”), the exhibits to the Settlement Agreement, the evidence and arguments of counsel presented at the Final Approval Hearing, and any other submissions filed with this Court in connection with the Final Approval Hearing, IT IS HEREBY ORDERED and adjudged as follows:

1. The Settlement Agreement is hereby incorporated by reference into this Order (“Order”), and is hereby adopted by the Court. Capitalized terms in this Order shall, unless otherwise defined herein, have the same meaning as in the Agreement.

2. For purposes of settlement only, the Settlement Class, as that term is defined in the Agreement, is found to meet the relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3).

3. For purposes of settlement only, and pursuant to Fed. R. Civ. P. 23(a) and (b)(3), the Court hereby finally certifies the following Settlement Class:

All Massachusetts mortgage loan borrowers who (1) had a Loan that was serviced by Bank of America, (2) on which Bank of America assessed a late fee between January 9, 2007 and January 9, 2013 in a month where a full monthly payment was made between the 1st and 16th days of the month, (3) were assessed a late fee in a prior month, and (4) appear on the Class Member List described in ¶ 2.02 of the Settlement Agreement.

If, for any reason, the Settlement does not become effective, this certification shall be null and void and shall not be used or referred to for any purpose in the Action or any other action or proceedings.

4. For purposes of settlement only, the Court appoints Representative Plaintiffs as representatives of the Settlement Class and finds that they meet the relevant requirements of Fed. R. Civ. P. 23(a).

5. For purposes of settlement only, the Court appoints the following law firms and attorneys as counsel to the Settlement Class and finds that these attorneys meet the relevant requirements of Fed. R. Civ. P. 23(a):

Elizabeth A. Ryan
Jonathan R. Marshall
Bailey & Glasser LLP
99 High Street, Suite 304
Boston, MA 02110

Josef C. Culik
Culik Law P.C.
18 Commerce Way, Suite 2850
Woburn, MA 01801

Kristen M. Antolini
Neighborhood Legal Services, Inc.
170 Common Street, Suite 200
Lawrence, MA 01840-1558

6. As set forth in the Class Notice, this Court convened the Final Approval Hearing at _____ p.m./a.m. on _____, 2015.

7. Pursuant to Fed. R. Civ. P. 23, the Settlement of the Action, as embodied in the terms of the Settlement Agreement, is hereby finally approved as a fair, reasonable, and adequate settlement of the Action in light of the factual, legal, practical, and procedural considerations raised by Representative Plaintiffs' claims and Defendants' defenses.

8. The Court finds that the mailed notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and Fed. R. Civ. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute (including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied. Accordingly, no Class Member (excepting only those who are Successful Opt-Outs) may refuse to comply with or be bound by the Settlement Agreement or this Order.

9. After due consideration of Representative Plaintiffs' likelihood of success at trial; the range of Representative Plaintiffs' possible recovery; the complexity, expense, and duration of the litigation; the substance of and amount of any opposition and/or objections to the Settlement; the number of Successful Opt-Outs from the Settlement; the responses of Class Members to the Settlement; the state of proceedings at which the Settlement was achieved; the nature of the negotiations leading to the Settlement; the litigation risks to Representative Plaintiffs and the Class Members; all written submissions, affidavits, and arguments of counsel;

and after notice and a hearing, this Court finds that the terms of the Settlement and the Agreement, including all exhibits thereto are fair, adequate and reasonable, and are in the best interest of the Class. Accordingly, the Settlement Agreement should be and is finally approved and shall govern all issues regarding the Settlement and all rights of the Parties, including the Class Members.

10. Upon consideration of the application for attorneys' fees and litigation costs by Plaintiffs' Counsel, the aggregate amount of \$_____.00 in attorney fees and costs is hereby awarded to Class Counsel. This aggregate award covers, without limitation, any and all claims for attorneys' fees and litigation costs incurred by (a) Plaintiffs' Counsel, (b) any other counsel representing (or purporting to represent) Representative Plaintiffs or Class Members (or any of them) with respect to all matters within the scope of the Release, and (c) Representative Plaintiffs or the Class Members (or any of them) in connection with or related to any matter in the Action, the Settlement, the administration of the Settlement, and any of the matters or claims within the scope of the Release.

11. Upon consideration of the application for an award to Representative Plaintiffs, the Class Representative Award is hereby approved. \$_____.00, shall be paid to Daniel and Nicole Glover; \$_____.00, shall be paid to Gary and Lori Lunetta; and \$_____.00 shall be paid to Jeanette Anderson.

12. In accordance with the Settlement Agreement, and to effectuate the Settlement, the Settlement Administrator or Defendants, as applicable under the terms of the Settlement Agreement, shall cause:

(a) the Settlement Payments and credits to be provided to eligible Class Members in accordance with the terms of the Agreement;

(b) the aggregate attorney fees and costs award made in paragraph 10 above to be disbursed to Class Counsel in accordance with the terms of the Agreement; and

(c) the Class Representative Awards made in paragraph 11 above to be delivered to Class Counsel in accordance with the terms of the Agreement.

13. The Action and all claims against Defendants are hereby dismissed in accordance with the terms of the Settlement Agreement.

14. Representative Plaintiffs, Plaintiffs' Counsel and each Class Member (except those who are Successful Opt-Outs and appear on a list that is on file with the Court under seal to protect the privacy of those persons, which list is incorporated herein and made a part hereof) shall be forever bound by this Order and the Agreement including the Release set forth in paragraphs 4.01 and 4.02 of the Settlement Agreement providing as follows:

4.01(a) Upon Final Approval, and in consideration of the promises and covenants set forth in this Agreement, the Representative Plaintiffs and each Class Member who is not a Successful Opt-Out, and each of their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, next friends, joint tenants, tenants in common, tenants by the entirety, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasees), and each of them (collectively and individually, the "Releasing Persons"), will be deemed to have completely released and forever discharged Defendants and each of their past, present, and future parents, predecessors, successors, assigns, subsidiaries, affiliates, divisions, owners, shareholders, officers, directors, vendors, employees, attorneys, insurers, and agents (alleged or actual) (collectively and individually, the "Released Persons"), from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability of any and every kind concerning the claims raised in the Action, from the original complaint through the First Amended Complaint, including without limitation (i) those known or unknown or capable of being known, and (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of and concealed by any Released Person, and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until today (collectively, the "Released Rights"), that arise out of accrual, assessment, collection, attempted collection, any alleged failure to refund, return, credit or waive and any disclosures or lack of disclosure related to charges for "late fees" or any

other fee, charge or assessment related to the timely receipt of payments and any violation and/or alleged violation of state and/or federal law, whether common law or statutory, arising from or relating to the conduct and/or omissions described in this paragraph 401(a). This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

4.02. In addition to the provisions of paragraph 4.01, the Releasing Persons hereby expressly agree that, upon Final Approval, each will waive and release any and all provisions, rights, and benefits conferred either (a) by Section 1542 of the California Civil Code, or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, with respect to the claims released pursuant to paragraph 4.01. Section 1542 of the California Civil Code reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Whether a beneficiary of California law or otherwise, Representative Plaintiffs and each of the Releasing Persons acknowledges that he or she may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of paragraph 4.01, but each of those individuals expressly agree that, upon entry of the final judgment contemplated by this Settlement Agreement, he and she shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released pursuant to paragraph 0, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

15. The Release set forth in paragraph 14 above and in the Settlement Agreement shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits, and/or other proceedings maintained by or on behalf of Representative Plaintiffs, Class Members (except the Successful Opt-Outs) and/or the Releasing Parties concerning matters and claims that are encompassed within the scope of the Release.

16. Defendants and any Released Person are hereby released and forever discharged by Representative Plaintiffs, Class Members (except the Successful Opt-Outs) and the Releasing Parties from all matters and claims within the scope of the Release.

17. Representative Plaintiffs, Plaintiffs' Counsel and each and every Class Member who is not a Successful Opt-Out are permanently enjoined from bringing, joining, assisting in, or continuing to prosecute against Defendants and/or any Released Person any existing or future claim within the scope of the Release, as embodied in paragraphs 4.01 and 4.02 of the Settlement Agreement. Nothing in this paragraph shall be construed to enjoin Representatives, Plaintiffs' Counsel, and/or Class Members from bringing, joining, assisting in, or continuing to prosecute existing or future claims against Defendants and/or any Released Person that were not released as part of the Settlement.

18. This Order, the Settlement Agreement, any document referred to in this Order, any action taken to carry out this Order, any negotiations or proceedings related to any such documents or actions, and the carrying out of and entering into the terms of the Agreement, shall not be construed as, offered as, received as, or deemed to be evidence, impeachment material, or an admission or concession with regard to any fault, wrongdoing or liability on the part of Defendants whatsoever in the Action, or in any other judicial, administrative, regulatory action or other proceeding; provided, however, this Order may be filed in any action or proceeding against or by Defendants to enforce the Agreement or to support a defense of *res judicata*, *collateral estoppel*, release, accord and satisfaction, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. The Parties may, by mutual agreement, amend, modify or expand the provisions of the Settlement Agreement, including all exhibits thereto, subject to the conditions and limitations as set forth in the Agreement.

20. In the event that Final Approval is not achieved for any reason, then the Settlement Agreement, this Order, together with any other orders or rulings arising from or relating to the Agreement, shall be rendered null and void and be vacated.

21. Except as expressly provided for in this Order, the Settlement Agreement shall govern all matters incident to the administration of the Settlement hereafter, including as to deadlines, until further order of this Court or agreement of the Parties.

22. This Order follows this Court's Order Preliminarily Approving Settlement and With Respect to Class Notice, Court Approval Hearing and Administration, and supersedes the Preliminary Approval Order to the extent of any inconsistency.

Without in any way affecting the finality of this Order and Judgment for purposes of appeal, this Court hereby retains jurisdiction as to all matters relating to the interpretation, administration, implementation, effectuation and/or enforcement of the Settlement Agreement and/or this Order.

SO ORDERED, on this, the ____ day of _____, 2015.

HONORABLE TIMOTHY S. HILLMAN
UNITED STATES DISTRICT JUDGE